



AGENDA
NEWTON TOWN COUNCIL
MAY 28, 2014
7:00 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES

- APRIL 28, 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. PRESENTATIONS

- a. CPR/AED LIFESAVING RECOGNITION

VII. COUNCIL & MANAGER REPORTS

- a. FUND BALANCE POLICY AND REFUNDING OF BONDS – TOM FERRY, TOWN AUDITOR

VIII. ORDINANCES

- a. 2ND READING & PUBLIC HEARING

ORDINANCE 2014-8

ORDINANCE OF THE TOWN OF NEWTON, IN THE COUNTY OF SUSSEX, NEW JERSEY, ESTABLISHING A SPECIAL IMPROVEMENT DISTRICT AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

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

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

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

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

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

b. INTRODUCTION

ORDINANCE 2014-11

AN ORDINANCE OF THE TOWN OF NEWTON REJECTING THE RECOMMENDATIONS OF THE TOWN OF NEWTON HISTORIC PRESERVATION ADVISORY COMMISSION TO DESIGNATE HORTON MANSION AS A LOCAL HISTORICAL LANDMARK PURSUANT TO NEWTON TOWN CODE SECTION 139-9

IX. OLD BUSINESS

X. CONSENT AGENDA

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

- a. RESOLUTION #82-2014* TOWN OF NEWTON CERTIFICATION OF ANNUAL AUDIT
- b. RESOLUTION #83-2014* INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2014 TOWN OF NEWTON BUDGET PURSUANT TO NJSA 40A:4-87 (C. 159, PL 1948)
- c. RESOLUTION #84-2014* APPROVE FIREWORKS DISPLAY AT MEMORY PARK FOR NEWTON DAY 2014
- d. RESOLUTION #85-2014* TRANSFER OF SCHOOL MONIES FOR THE PERIOD JULY 1, 2014 TO DECEMBER 31, 2014
- e. RESOLUTION #86-2014* RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY
- f. RESOLUTION #87-2014* APPROVING THE EXECUTION OF AN AMENDED AND RESTATED WATERLINE EASEMENT AND WATERLINE RELOCATION AGREEMENT BETWEEN THE TOWN OF NEWTON AND 85 SPARTA, LLC
- g. RESOLUTION #88-2014* APPROVE PURCHASE OF 2015 POLICE INTERCEPTOR SEDAN AWD
- h. RESOLUTION #89-2014* RESOLUTION AUTHORIZING PARTICIPATION IN THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (NEW JERSEY STATE APPROVED COOPERATIVE PRICING SYSTEM #65MCESCCPS) FOR THE LEASE OF A POLICE VEHICLE
- i. RESOLUTION #90-2014* AUTHORIZING THE TOWN OF NEWTON TO ENTER INTO AN ELECTRONICS RECYCLING COLLECTION AGREEMENT WITH VINTAGE TECH, LLC

- j. RESOLUTION #91-2014* APPROVE PURCHASE OF INFO-COP E-TICKETING SYSTEM THROUGH MCCPC CONTRACT #41
- k. RESOLUTION #92-2014* APPROVE PURCHASE OF SEVEN (7) SCBA PACKS FOR THE NEWTON FIRE DEPARTMENT
- l. RESOLUTION #93-2014* AUTHORIZE CREDITS DUE WATER AND SEWER UTILITY ACCOUNTS
- m. RESOLUTION #94-2014* AUTHORIZE CHANGE ORDER NO. 1 TO COTHERY CONSTRUCTION COMPANY, INC., FOR THE REPLACEMENT OF THE MECHANICAL BAR SCREEN AT THE WASTEWATER TREATMENT PLANT
- n. RESOLUTION #95-2014* TO CANCEL CAPITAL APPROPRIATION BALANCES IN THE GENERAL CAPITAL FUND
- o. RESOLUTION #96-2014* TO ESTABLISH PRELIMINARY ENGINEERING COSTS FOR A LIGHTING STUDY
- p. RESOLUTION #97-2014* APPOINTMENT OF LKM CONSULTING, LLC FOR A FEASIBILITY STUDY FOR THE POTENTIAL REGIONALIZATION OF THE NEWTON DPW
- q. RESOLUTION #98-2014* REFUND OF MONIES FOR TAXES, DUE TO A STATE TAX COURT JUDGMENT FOR BLOCK 16.03, LOT 7
- r. RESOLUTION #99-2014* APPROVE BILLS AND VOUCHERS FOR PAYMENT
- s. RESOLUTION #100-2014* REAPPOINTMENT OF CAROLE LEONARDO TO THE NEWTON HOUSING AUTHORITY
- t. APPLICATIONS*
 - AN APPLICATION FOR AN OFF-PREMISE RAFFLE (50-50 & RAFFLE) FROM HSA CAMP AUXILIUM LEARNING CENTER, 14 OLD SWARTSWOOD ROAD, TO BE HELD ON FRIDAY, JULY 18, 2014 FROM 8:00AM TO 10:00AM AT APPLEBEE'S, RT. 206, NEWTON
 - AN APPLICATION FOR SPECIAL PERMIT FOR SOCIAL AFFAIR FROM THE NEWTON VFW POST 5360- MEN'S AUXILIARY TO BE HELD ON JUNE 21, 2014 FROM 4:00PM TO 7:00PM AT 85 MILL STREET, NEWTON
 - A MEMBERSHIP APPLICATION FROM ALFREDO SANCHEZ, 244 SPRING STREET, NEWTON, INTO THE NEWTON FIRE DEPARTMENT
 - AN APPLICATION FOR AN ON-PREMISE RAFFLE (50-50 & RAFFLE) FROM THE SUSSEX COUNTY COMMUNITY COLLEGE FOUNDATION TO BE HELD ON JULY 3, 2014, JULY 10, 2014, JULY 17, 2014, JULY 24, 2014, AND JULY 31, 2014 FROM 6:00PM TO 9:00PM AT ONE COLLEGE HILL ROAD, NEWTON

- XI. DISCUSSION
- XII. OPEN TO THE PUBLIC
- XIII. COUNCIL & MANAGER COMMENTS
- XIV. ADJOURNMENT

TOWN OF NEWTON
Ordinance 2014-8

**ORDINANCE OF THE TOWN OF NEWTON, IN THE COUNTY OF
SUSSEX, NEW JERSEY, ESTABLISHING A SPECIAL IMPROVEMENT
DISTRICT AND DETERMINING OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the Mayor and Town Council of the Town of Newton (the “**Town**”) regard the existence of a thriving business community as a vital economic and social force for the Town; and

WHEREAS, the Town commissioned a feasibility study to determine whether the creation of a special improvement district pursuant to *N.J.S.A. 40:56-65 et seq.* may aid in the development and support of the business community; and

WHEREAS, North Branch Associates, LLC delivered a report entitled “Town of Newton SID Feasibility Study” dated January 27, 2014 (the “**Report**”), which recommended the creation of a special improvement district and the designation of a non-profit corporation to administer said district; and

WHEREAS, the Town wishes to implement the recommendations of the Report,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Town of Newton, as follows:

Section 1. Definitions.

- a. “**District Management Corporation**” means “Special Improvement District for the Town of Newton, New Jersey, Inc.” (also referred to as “**District Management Organization**”), an entity to be incorporated pursuant to Title 15A of the New Jersey Statutes, and designated by municipal ordinance to receive funds collected by a special assessment within the Special Improvement District, as authorized by this Ordinance and any amendatory or supplementary ordinances.
- b. “**SID Law**” means *N.J.S.A. 40:56-65 et seq.*, as the same may be amended and supplemented.
- c. “**Special Improvement District**” (sometimes also referred to as “**District**”) means an area within the Town of Newton, designated by this Ordinance, as an area in which special assessments on property within the District shall be imposed for the purposes of promoting the economic and general welfare of the District.

Section 2. Findings. The Mayor and Town Council hereby find and declare:

- a. That the areas within the Town of Newton, as described by lot and block number, and by street addresses as set forth in Schedule A (with respect to Tier One properties) and Schedule B (with respect to Tier Two properties) of this Ordinance, will benefit from being designated as a Special Improvement District.

- b. That a District Management Corporation would provide administrative and other services to benefit the businesses, employees, residents and consumers in the Special Improvement District. These services shall be over and above the services already provided to the District by the Town.
- c. That a special assessment shall be imposed and collected by the Town with the regular property tax payment or payment in lieu of taxes or otherwise, and that all of these payments received by the Town shall be transferred to the District Management Corporation to effectuate the purposes of this ordinance and to exercise the powers given to it by this ordinance.
- d. That it is in the best interests of the municipality and the public to create a Special Improvement District and to designate a District Management Corporation.
- e. That the business community should be encouraged to provide self-help and self financing programs to meet local business needs, goals and objectives.
- f. That Tier One consists of the downtown core area and Tier Two consists of the expanded business area. Revitalization of the downtown core area and the expanded business area are each of vital importance to the Town.
- g. That including both the downtown core area and the expanded business area in the Special Improvement District reflects the interconnection of these areas and business types in the local economy, and allows for a comprehensive approach to local economic needs, goals and objectives.

Section 3. Creation of District.

- a. There is hereby created and designated within the Town of Newton a Special Improvement District to be known as the Town of Newton Special Improvement District consisting of the properties designated and listed on Schedule A for Tier One and Schedule B for Tier Two by tax lot and block number and street addresses. The Special Improvement District shall be subject to special assessments on all affected property within the District which assessment shall be imposed by the Town of Newton for the purposes of promoting the economic and general welfare of the District.
- b. All business properties within the Special Improvement District which are nonresidential assessed properties, as well as residential rental properties with five (5) or more units are deemed included in the assessing provisions of this ordinance and are expressly subject to a potential assessment made for Special Improvement District purposes.
- c. All properties within the Special Improvement District that are tax-exempt and do not otherwise make payments in lieu of taxes to the Town, or which are used exclusively for residential purposes not described in subsection (b) above, are deemed excluded from the assessing provisions of this Ordinance and are expressly exempt from any assessment made for Special Improvement District purposes.

Section 4. Appeal of Property Owner from Inclusion in the District. Any owner of property included within the Special Improvement District and subject to the assessing provisions of this ordinance may appeal to the Tax Assessor of the Town requesting to be excluded from the District and from any assessment provisions of this Ordinance. This appeal is only as to whether or not a property should be included within the District under the standards

set forth in Section 3 of this Ordinance. It is not an appeal with regard to any taxes. Appeals with regard to taxes should be taken in the usual manner to the Sussex County Board of Taxation or to the Tax Court. This appeal seeking exclusion from the District and any assessing provisions of this Ordinance shall be in writing and specifically detail the factual basis for the appeal. The Assessor shall investigate the matter and conduct an informal hearing or conference within thirty (30) days of receipt of the appeal. Within ten (10) days after the conclusion of the informal hearing or conference, the Assessor shall file a report and recommendation with the Governing Body. The Governing Body shall review the matter and act within thirty (30) days upon receipt of the report and recommendation from the Assessor.

Section 5. Assessments.

- a. Operation and Maintenance of District. Annual operation and maintenance costs relating to services peculiar to the District, as distinguished from services normally provided by the Town, which will provide benefits primarily to the properties included within the District rather than to the Town as an entirety. These annual costs shall be assessed and billed to the benefited properties pursuant to the provisions of this Ordinance and the SID Law.
- b. Development, Construction or Acquisition Costs. All costs of development, construction and acquisition relating to improvements to the District shall be financed and assessed to properties especially benefited thereby. The municipality may, by separate ordinance, or by amendment to this ordinance, provide that improvements and facilities hereinafter acquired or developed shall be operated and maintained and the costs assessed to the benefited properties.

Section 6. The Designated District Management Corporation. The non-profit corporation, Special Improvement District for the Town of Newton, New Jersey, Inc., is hereby designated as the district management corporation for the District, such designation to take effect immediately upon the incorporation of such body under Title 15A of the New Jersey Statutes. This management corporation shall conduct its business in accordance with the Open Public Meetings Act and the Open Public Records Act. This corporation shall have no power of condemnation or eminent domain. It shall regularly file copies of the minutes of its meetings with the Town Clerk so the minutes shall be conveniently available to the public for inspection. The District Management Corporation shall also file its bylaws or any amendments thereto, upon the adoption thereof, with the Town Clerk.

Section 7. Powers of the Designated District Management Corporation. The District Management Corporation, in addition to acting as an advisory board to the Mayor and Council, shall have all powers and responsibilities necessary and requisite to effectuate the purposes of this Ordinance and the District, including, but not limited to the adoption of bylaws for the regulation of its affairs and the conduct of its business, and to prescribe rules, regulations and policies in connection with the performance of its functions and duties. The bylaws and other corporate documents shall provide that the corporation shall conduct its business in accordance with the Open Public Meetings Act and the Open Public Records Act, shall conduct regular meetings no less than quarterly and that the Board of Directors shall consist of nine (9) members. As to the membership of the Board of Directors it shall provide that one member shall be the Mayor or the Mayor's designee, one member shall be the Town Manager or the Town Manager's

designee, and one member shall be a member of the Governing Body selected by the Governing Body, or that member's designee.

The term of the Mayor or the Mayor's designee shall be concurrent with the Mayor's term of office, provided that, the Mayor may designate a new designee to the District Management Corporation in writing at any time.

The term of the Town Manager or the Town Manager's designee shall be concurrent with the Town Manager's employment, provided that, the Town Manager may designate a new designee to the District Management Corporation in writing at any time.

The member of the Governing Body shall be selected by a majority vote of the Governing Body at its annual reorganization meeting for a one year term commencing on the date of the Governing Body reorganization. The member of the Governing Body so selected, or his or her designee, shall serve for such one year term, provided that, the member of the Governing Body may designate a new designee to the District Management Corporation in writing at any time.

The remaining six (6) members of the Board of Directors shall consist of owners or occupants of properties subject to the special assessment in accordance herewith located within the District, with three (3) members from properties located in Tier One and three (3) members from properties located in Tier Two. The bylaws shall provide for an election to create the Board of Directors by owners and/or occupants of such properties included within the District, which election shall be held on or before the third month anniversary from the date of the adoption of the ordinance. Said elections will be for a term of three (3) years, except, however, at the first election one member from each Tier shall be elected for one (1) year; one member from each Tier shall be elected for two (2) years and one member from each Tier shall be elected for three (3) years. Any vacancies with regard to these elected members shall be filled by a majority vote of the Board members for the balance of the term.

In accordance with the SID Law, the corporation shall also have the following powers:

- a. Employ such persons as may be required, and fix and pay their compensation from funds available to the corporation.
- b. Apply for, accept, administer and comply with the requirements respecting an appropriation of funds or a gift, grant or donation of property or money.
- c. Make and execute agreements which may be necessary or convenient to the exercise of the powers and functions of the corporation, including contracts with any person, firm, corporation, governmental agency or other entity.
- d. Administer and manage its own funds and accounts and pay its own obligations.
- e. Borrow money from private lenders for periods not to exceed 180 days and from governmental entities for that or longer periods.
- f. Fund the improvement for the exterior appearance of properties in the District through grants or loans. Standards for eligibility and standards for terms of such grants and loans shall be established by the Board of Directors.

- g. Fund the rehabilitation of properties in the District through grants or loans. Standards for eligibility and standards for terms of such grants and loans shall be established by the Board of Directors.
- h. Accept, purchase, rehabilitate, sell, lease or manage property in the District.
- i. Enforce the conditions of any loan, grant sale or lease made by the Corporation.
- j. Provide security, sanitation and other services to the District, supplemental to those provided normally by the municipality.
- k. Undertake improvements designated to increase the safety or attractiveness of the District to businesses, which may wish to locate there or to visitors to the District including, but not limited to, litter cleanup, security and control, landscaping, parking areas and facilities, recreational and rest areas and facilities, pursuant to pertinent regulations of the Town of Newton.
- l. Publicize the District and the businesses included within the District boundaries.
- m. Recruit new businesses to fill vacancies in, and to balance the business mix of the District.
- n. Organize special events in the District.
- o. Provide special parking arrangements for the District.
- p. Provide temporary decorative lighting in the District.

Section 8. Annual Budget, Hearing and Assessments.

- a. The fiscal year of the District and of the District Management Corporation shall be the calendar year. The first budget of the Corporation, on file in the office of the Town Clerk, is hereby approved and shall be prorated for the term August 1, 2014 to December 31, 2014. Hereafter, beginning December 1, 2014, the District Management Corporation shall submit no later than December 1 of each year a detailed annual budget for the following year for approval by the Mayor and Council. The budget shall be processed and adopted by the Town on or before April 1st of each year in accordance with the procedures set forth in the SID Law.
- b. The budget shall be submitted with a report, which explains how the budget contributes to goals and objectives for the Special Improvement District together with the following:
 - 1. The amount of such costs to be charged against the general funds of the municipality, if any.
 - 2. The amount of costs to be charged and assessed against properties benefited in the District in proportion to benefits which shall be the aggregate of costs of annual improvements to be made in the District during the year.
 - 3. The amount of costs, if any, to be specially assessed against properties in the District.
- c. Each year, when the Mayor and Council shall have acted on the estimated costs and/or on the budget, the Assessor shall prepare an assessment roll setting forth separately the amounts to be specially assessed against the benefited and assessable properties in the District. Descriptions of such properties, and the names of the then current owners of such properties, so far as names are available, shall be included in each annual assessment roll. The assessment roll, when so prepared, shall be filed in the office of the municipal clerk and be available for inspection. The Mayor and Council shall annually meet to consider objections to the amounts of such special

assessments at least 10 days after a notice of hearing has been published once in the official newspaper and mailed to the named owners of all tracts, parcels and lots of property proposed to be assessed. The notice shall set forth the purpose of such meeting, but may refer to the assessment roll for further particulars. When the Governing Body shall have approved the amounts of the special assessments set forth therein, or as may be changed by it, the municipal clerk shall forthwith certify a copy of the assessment roll, with such changes, if any to the Sussex County Tax Board.

- d. For the purpose of this section, "annual improvements" shall mean and include any reconstruction, replacement or repair of trees and plantings and other facilities of the Special Improvement District and the furnishing of any other local improvement which benefits properties within the District. For the purpose of this act, "costs" shall, with respect to annual improvements to and operation and maintenance of the Special Improvement District, mean costs of annual improvements; and all other costs, including planning costs, incurred or to be incurred in connection with annual improvements to and operation and maintenance of the District.
- e. Moneys appropriated and collected on account of annual improvement costs, and costs of operating and maintaining a Special Improvement District, shall be credited to a special account. The Mayor and Council may incur the annual costs of improving, operating and maintaining a Special Improvement District, during any fiscal year, though not specifically provided for by line item or other category in an approved estimate for such fiscal year, if in its discretion it shall be deemed necessary to provide for such annual improvements or operation or maintenance prior to the succeeding fiscal year and so long as the total amount of the account as approved for that year is not exceeded by that expenditure. Any balances to the credit of the account and remaining unexpended at the end of the fiscal year shall be conserved and applied towards the financial requirements of the succeeding year.
- f. The Mayor and Council shall pay over funds to the District Management Corporation quarterly on the first day of March, June, September and December of each year.

Section 9. Annual Audit of District Management Corporation. The District Management Corporation shall cause an annual independent audit of its books, accounts and financial transactions to be made and filed with the Mayor and Council and for that purpose the corporation shall employ an independent auditor who shall be a certified public accountant of New Jersey. The annual audit shall be completed and filed with the governing body within four months after the close of the fiscal year of the corporation, and a certified duplicate copy of the audit shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs within five days of filing the audit with the Mayor and Council.

Section 10. Annual Report to Municipality. The District Management Corporation shall, within 30 days after the close of each fiscal year, make an annual report of its activities for the preceding fiscal year to the Mayor and Clerk for their approval. The District Management Corporation shall also present its annual audit and performance data to the municipality on an annual basis in accordance with the SID Law.

Section 11. Municipal Powers Retained. Notwithstanding the creation of a Special Improvement District, the Town of Newton expressly retains all its powers and authority over the area designed as within the Special Improvement District. No improvements or modifications shall be made to any public property without the prior approval of the Governing Body.

Section 12. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such holding shall not affect other provisions of the Ordinance and to this end the provisions of this Ordinance are severable.

Section 13. Effective Date. This Ordinance shall take effect in accordance with law. This Ordinance shall expire five (5) years from the effective date hereof unless re-enacted by the Mayor and Council.

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 May 28, 2014, and shall take effect according to law.

Lorraine A. Read, RMC
Municipal Clerk

Schedule A

Tier One Properties

Town of Newton
Proposed Property Lists for SID - Tier 1 121 properties

	Block	Lot	Property Address	Zone District
1	5.01	11	20 Water St.	T-6
2	5.01	12	1 Mill St.	T-5
3	5.01	13	7 High St.	T-6
4	5.01	14	9 High St.	T-6
5	5.01	15	15 High St.	T-6
6	5.01	16	11 High St.	T-6
7	5.01	17	17 High St.	T-6
8	5.01	18	35 High St.	T-6
9	5.01	19	39 High St.	T-6
10	5.01	20	49 High St.	T-6
11	5.01	21	51 High St.	T-6
12	5.01	22	53 High St.	T-6
13	5.01	23	55-57 High St.	T-6
14	5.01	24	59 High St.	T-6
15	5.01	25	63 High St.	T-6
16	5.01	26	67 High St.	T-6
17	7.05	9	18 Church St.	T-6
18	7.05	10	22 Church St.	T-6
19	7.05	11	24-24 1/2 Church St	T-6
20	7.05	12	26 Church St.	T-6
21	7.05	13	28 Church St.	T-6
22	7.05	14	64 High St.	T-6
23	7.05	15	66 High St.	T-6
24	7.05	16	68 High St.	T-6
25	7.06	4	86 Main St.	T-6
26	7.06	5	82 Main St.	T-6
27	7.06	6	4-6 Church St.	T-6
28	7.06	7	8-10 Church St.	T-6
29	7.06	8	12 Church Street	T-6
30	7.06	9	14-16 Church St.	T-6
31	8.01	1	54 High St.	T-6
32	8.01	4	4 Park Pl.	T-6
33	8.01	5	30 Park Pl.	T-6
34	8.01	6	40 Park Pl.	T-6
35	8.01	7	Main St.	T-6
36	8.01	8	62 Main St.	T-6
37	8.01	9	66 Main St.	T-6
38	8.01	10	19 Church St.	T-6
39	8.02	1	4 High Street	T-6
40	8.03	1	1 Spring St.	T-6
41	8.03	2	1 Legal Lane	T-6
42	8.03	3	Spring St. (Common Area)	T-6
43	8.03	3	83 Spring St. (C-101)	T-6

Town of Newton
Proposed Property Lists for SID - Tier 1 121 properties

44	8.03	3	83 Spring St. (C-102)	T-6
45	8.03	3	83 Spring St. (C-103)	T-6
46	8.03	3	83 Spring St. (C-104)	T-6
47	8.03	3	83 Spring St. (C-201)	T-6
48	8.03	3	83 Spring St. (C-204)	T-6
49	8.03	3	83 Spring St. (C-301)	T-6
50	8.03	3	83 Spring St. (C-302)	T-6
51	8.03	3	83 Spring St. (C-303)	T-6
52	8.03	4	22 Trinity Street	T-6
53	8.03	5	1 Moran st.	T-6
54	8.03	6	9 Moran st.	T-6
55	8.03	7	111 Spring St.	T-6
56	8.03	8	115 Spring St.	T-6
57	8.03	9	103 Spring St.	T-6
58	8.03	10	93-95 Spring St.	T-6
59	8.03	11	71-75 Spring St.	T-6
60	8.03	12	65-67 Spring St.	T-6
61	8.03	13	57-61 Spring St.	T-6
62	8.04	6	185 Spring St.	T-6
63	8.04	7	181-183 Spring St.	T-6
64	8.04	8	179 Spring St.	T-6
65	8.04	9	173 Spring St.	T-6
66	8.04	10	169 Spring St.	T-6
67	8.04	11	163-165 Spring St.	T-6
68	8.04	12	155-157 Spring St.	T-6
69	8.04	13	149-153 Spring St.	T-6
70	8.04	14	141-143 Spring St.	T-6
71	8.04	15	137 Spring Street	T-6
72	8.04	16	131 Spring St.	T-6
73	8.04	17	127-129 Spring St.	T-6
74	8.04	18	123 Spring St.	T-6
75	8.05	1	189-191 Spring St.	T-6
76	8.05	9	Spring St.	T-6
77	8.05	10	223 Spring St.	T-6
78	8.05	11	221 Spring St.	T-6
79	8.05	12	219 Spring St.	T-6
80	8.05	13	211-213 Spring St.	T-6
81	8.05	14	201 Spring St.	T-6
82	8.06	4	1 Jefferson St.	T-6
83	8.06	5	214 Spring St.	T-6
84	8.06	6	216 Spring St.	T-6
85	8.06	7	218 Spring St.	T-6
86	8.06	8	220 Spring St.	T-6
87	8.06	10	234 Spring St.	T-6
88	8.08	3	85-87 Main Street	T-5
89	8.08	4	83 Main Street	T-5
90	8.08	5	81 Main Street	T-6

Town of Newton
Proposed Property Lists for SID - Tier 1 121 properties

91	8.08	6	79 Main St.		T-6
92	8.08	7	75 Main St.		T-6
93	8.08	8	63 Main St.		T-6
94	8.08	9	59 Main St.		T-6
95	8.08	10	41-47 Main St.		T-5 & T-6
96	8.08	11	39 Main St.		T-6
97	8.08	12	21 Main St.		T-6
98	8.08	13	17 Main St.		T-6
99	8.08	14	9-11 Main St.		T-6
100	8.08	15	7 Main St.		T-6
101	8.08	16	3 Main St.		T-6
102	8.08	17	1 Main St.		T-6
103	8.08	18	108-110 Spring St.		T-6
104	8.08	19	112 Spring St.		T-6
105	8.08	20	116 Spring St.		T-6
106	8.08	21	112-120 Spring St.		T-6
107	8.08	22	124 Spring St.		T-6
108	8.08	23	132 Spring St.		T-6
109	8.08	24	144 Spring St.		T-6
110	8.08	25	150 Spring St.		T-6
111	8.08	26	156-160 Spring St.		T-6
112	8.08	27	166-168 Spring St.		T-6
113	8.08	28	170 Spring St.		T-6
114	8.08	29	1 Adams St.		T-6
115	8.08	30	3 Adams St.		T-6
116	8.08	31	11 Adams St.		T-6
117	8.09	4	4 Adams St.		T-6
118	8.09	5	180 Spring St.		T-6
119	8.09	6	188 Spring St.		T-6
120	8.09	7	196 Spring St.		T-6
121	8.09	8	200 Spring St.		T-6

Schedule B

Tier Two Properties

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

	Block	Lot	Property Address	Zone
1	3.03	1	136 Water Street	SD-3
2	3.03	2	134 Water Street	SD-3
3	3.03	3	2 North Park Drive	SD-3
4	3.03	4	4 North Park Drive	SD-3
5	3.03	5	6-10 North Park Drive	SD-3
6	3.03	5	6 North Park Drive	SD-3
7	3.03	5	8 North Park Drive	SD-3
8	3.03	6	12 North Park Drive	SD-3
9	3.04	1	127 Mill Street	SD-3
10	3.04	2	127 Mill Street	SD-4
11	3.04	3	137 Mill Street	SD-4
12	3.04	4	141 Mill Street	SD-4
13	3.04	5	147 Mill Street	SD-4
14	3.04	6	145 Mill Street	SD-4
15	3.04	7	149 Mill Street	SD-4
16	3.04	8	155 Mill Street	SD-4
17	3.04	9	161 Mill Street	SD-4
18	3.04	10	163 Mill Street	SD-4
19	3.04	11	165 Mill Street	SD-4
20	3.04	12	167 Mill Street	SD-4
21	3.04	13	171 Mill Street	SD-4
22	3.04	14	11 North Park Drive	SD-3
23	3.04	15	7 North Park Drive	SD-3
24	3.04	16	126 Water Street	SD-3
25	3.04	16	128 Water Street	SD-3
26	3.04	18	124 Water Street	SD-3
27	3.04	19	122 Water Street	SD-3
28	3.04	20	110-112 Water Street	T-1
29	4.03	7	81 High Street	T-5
30	4.03	8	79 High Street	T-5
31	4.03	9	77 High Street	T-5
32	4.03	10	75 High Street	T-5
33	4.03	11	73 High Street	T-5
34	4.03	12	71 High Street	T-5
35	4.03	13	69 High Street	T-5
36	4.03	14	2 Academy Street	T-5
37	4.03	15	4 Academy Street	T-5
38	4.03	16	6 Academy Street	T-5
39	4.03	17	10 Academy Street	T-5

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

40	4.03	18	14 Academy Street	T-5
41	5.01	1	1 Center Street	T-5
42	5.01	9	22 Mill Street	T-5
43	5.01	10	16-18 Mill Street	T-5
44	5.01	27	Academy Street	T-5
45	5.05	1	75 Mill Street	T-4
46	5.05	2	40 Clinton Street	T-3
47	5.05	3	38 Clinton Street	T-3
48	5.05	4	36 Clinton Street	T-3
49	5.05	5	34 Clinton Street	T-3
50	5.05	6	32 Clinton Street	T-3
51	5.05	7	30 Clinton Street	T-3
52	5.05	8	28 Clinton Street	T-3
53	5.05	9	26 Clinton Street	T-3
54	5.05	10	24 Clinton Street	T-3
55	5.05	11	20-22 Clinton Street	T-3
56	5.05	12	18 Clinton Street	T-3
57	5.05	13	16 Clinton Street	T-5
58	5.05	14	14 Clinton Street	T-5
59	5.05	15	8-10 Clinton Street	T-5
60	5.05	16	6 Clinton Street	T-5
61	5.05	17	2 Clinton Street	T-5
62	5.05	18	64 Water Street	T-5
63	5.05	19	62 Water Street	T-5
64	5.05	20	50 Water Street	T-5
65	5.05	21	46-48 Water Street	T-5
66	5.05	22	22-38 Water Street	T-5
67	5.05	23	33 Mill Street	T-5
68	5.5	24	55 Mill Street	T-4
69	5.06	1	85 Mill Street	T-5
70	5.06	2	45 Clinton Street	T-4
71	5.06	3	43 Clinton Street	T-3
72	5.06	4	41 Clinton Street	T-3
73	5.06	5	39 Clinton Street	T-3
74	5.06	6	37 Clinton Street	T-3
75	5.06	7	35 Clinton Street	T-3
76	5.06	8	33 Clinton Street	T-3
77	5.06	9	31 Clinton Street	T-3
78	5.06	10	29 Clinton Street	T-3
79	5.06	11	25 Clinton Street	T-3
80	5.06	12	23 Clinton Street	T-3
81	5.06	13	21 Clinton Street	T-3

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

82	5.06	14	19 Clinton Street	T-3
83	5.06	15	4 Emmons Avenue	T-3
84	5.06	16	6 Emmons Avenue	T-3
85	5.06	17	8 Emmons Avenue	T-3
86	5.06	18	10 Emmons Avenue	T-3
87	5.06	19	14 Emmons Avenue	T-3
88	5.06	20	12 Emmons Avenue	T-3
89	5.07	1	15 Clinton Street	T-3
90	5.07	2	11 Emmons Avenue	T-3
91	5.07	3	15 Emmons Avenue	T-3
92	5.07	4	19 Emmons Avenue	T-3
93	5.07	5	Emmons Avenue	T-3
94	5.07	6	Emmons Avenue	T-3
95	5.07	7	94 Water Street	T-4
96	5.07	8	Water Street	T-4
97	5.07	9	78 Water Street	T-4
98	5.07	10	72 Water Street	T-4
99	5.07	11	66 Water Street	T-4
100	7.03	6	38 Liberty Street	T-5
101	7.03	7	36 Liberty Street	T-5
102	7.03	8	32 Liberty Street	T-5
103	7.03	9	26 Liberty Street	T-5
104	7.03	10	22 Liberty Street	T-5
105	7.03	11	9 Linwood Avenue	T-5
106	7.04	1	35 Liberty Street	T-5
107	7.04	2	38 High Street	T-5
108	7.04	3	80 High Street	T-5
109	7.04	5	76-78 High Street	T-5
110	7.04	6	74 High Street	T-5
111	7.04	7	20 Division Street	T-5
112	7.04	8	18 Division Street	T-5
113	7.04	9	12 Division Street	T-5
114	7.04	10	8 Division Street	T-5
115	7.04	11	3 Linwood Annex	T-5
116	7.04	12	17-19 Linwood Anne	T-5
117	7.04	13	21-23 Libery Street	T-5
118	7.04	14	25 Liberty Street	T-5
119	7.04	15	29 Liberty Street	T-5
120	7.04	16	31 Liberty Street	T-5
121	7.04	17	33 Liberty Street	T-5
122	7.05	1	72 High Street	T-5
123	7.05	2	19 Division Street	T-5

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

124	7.05	3	17 Division Street	T-5
125	7.05	4	15 Division Street	T-5
126	7.05	5	11 Division Street	T-5
127	7.05	6	9 Division Street	T-5
128	7.05	7	7 Division Street	T-5
129	7.05	17	70 High Street	T-5
130	7.06	1	5 Division Street	T-5
131	7.06	2	92 Main Street	T-5
132	7.06	3	90 Main Street	T-5
133	7.07	1	15 Liberty Street	T-5
134	7.07	2	4 Linwood Annex	T-5
135	7.07	3	6 Division Street	T-5
136	7.07	4	94 Main Street	T-5
137	7.07	5	96 Main Street	T-5
138	7.07	6	100 Main Street- Ft.	T-5
139	7.07	7	100 B Main Street	T-5
140	7.07	8	7 Liberty Street	T-5
141	7.07	9	9 Liberty Street	T-5
142	7.08	8	8 Linwood Avenue	T-5
143	7.08	9	4 Linwood Avenue	T-5
144	7.08	10	14 Liberty Street	T-5
145	7.08	11	8 Liberty Street	T-5
146	7.08	12	6 Liberty Street	T-5
147	7.08	13	110 Main Street	T-5
148	8.04	1	28 Trinity Street	T-5
149	8.04	2	32 Trinity Street	T-5
150	8.04	3	30 Trinity Street	T-5
151	8.04	4	40 Trinity Street	T-5
152	8.04	5	42-44 Trinity Street	T-5
153	8.05	2	46 Trinity Street	T-5
154	8.05	3	48 Trinity Street	T-5
155	8.05	4	50 Trinity Street	T-5
156	8.05	5	52 Trinity Street	T-5
157	8.05	6	54 Trinity Street	T-5
158	8.05	7	58 Trinity Street	T-5
159	8.05	8	5 Union Place	T-5
160	8.06	1	7-7 1/2 Washington	T-5
161	8.06	2	5 Jefferson Street	T-5
162	8.06	3	3 Jefferson Street	T-5
163	8.06	11	2 Madison Street	T-5
165	8.06	12	6 Madison Street	T-5

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

166	8.06	13	8 Madison Street	T-5
167	8.06	14	1-3 Washington St	T-5
168	8.06	15	5 Washington St	T-5
169	8.07	1	29 Halsted Street	T-5
170	8.07	2	19 Jefferson Street	T-5
171	8.07	3	17A Jefferson Street	T-5
172	8.07	4	17 Jefferson Street	T-5
173	8.07	5	15A Jefferson Street	T-5
174	8.07	6	15 Jefferson Street	T-5
175	8.07	7	6 Washington Street	T-5
176	8.07	8	4 Washington Street	T-5
177	8.07	9	10 Madison Street	T-5
178	8.07	10	12 Madison Street	T-5
179	8.07	11	14 Madison Street	T-5
180	8.07	12	16 Madison Street	T-5
181	8.07	13	18 Madison Street	T-5
182	8.07	14	20 Madison Street	T-5
183	8.07	15	22 Madison Street	T-5
184	8.07	16	24 Madison Street	T-5
185	8.07	17	35 Halsted Street	T-5
186	8.07	18	33 Halsted Street	T-5
187	8.07	19	31 Halsted Street	T-5
188	8.08	1	91 Main Street	T-5
189	8.08	2	89 Main Street	T-5
190	8.08	32	13 Adams Street	T-5
191	8.08	33	18 Washington Street	T-5
192	8.08	34	16 Washington Street	T-5
193	8.08	35	14 Washington Street	T-5
194	8.08	36	12 Washington Street	T-5
195	8.08	37	10 Washington Street	T-5
196	8.08	38	Jefferson Street	T-5
197	8.08	39	20 Jefferson Street	T-5
198	8.08	40	15 Halsted Street	T-5
199	8.08	41	11 Halsted Street	T-5
200	8.08	42	9 Halsted Street	T-5
201	8.08	43	7 Halsted Street	T-5
202	8.08	44	Main Street Rear	T-5
203	8.08	45	Main Street Rear	T-5
204	8.09	1	17 Washington Street	T-5
205	8.09	2	8 Adams Street	T-5
206	8.09	3	6 Adams Street	T-5
207	8.09	9	4 Jefferson Street	T-5

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

208	8.09	10	9 Washington Street	T-5
209	8.09	11	13 Washington Street	T-5
210	8.09	12	15 Washington Street	T-5
211	9.01	1	45-47 Water Street	T-5
212	9.01	2	8 Hamilton Street	T-5
213	9.01	3	10 Hamilton Street	T-5
214	9.01	4	12-14 Hamilton St	T-5
215	9.01	5	16 Hamilton Street	T-5
216	9.01	6	18 Hamilton Street	T-5
217	9.01	7	22 Hamilton Street	T-5
218	9.01	8	30 Hamilton Street	T-5
219	9.01	9	32-34 Hamilton St	T-5
220	9.01	10	23-25 Moran Street	T-5
221	9.01	11	27 Trinity Street	T-5
222	9.01	12	25 Trinity Street	T-5
223	9.01	13	23 Trinity Street	T-5
224	9.01	14	15 Trinity Street	T-5
225	9.01	15	1 Trinity Street	T-5
226	9.02	1	63 Water Street	T-5
227	9.02	2	7 E. Clinton Street	T-5
228	9.02	3	15 E. Clinton Street	T-5
229	9.02	4	21 E. Clinton Street	T-5
223	9.02	5	31 Moran Street	T-5
231	9.02	6	29 Moran Street	T-5
232	9.02	7	27 Moran Street	T-5
233	9.02	8	33 Hamilton Street	T-5
234	9.02	9	31 Hamilton Street	T-5
235	9.02	10	29 Hamilton Street	T-5
236	9.02	11	27 Hamilton Street	T-5
237	9.02	12	25 Hamilton Street	T-5
239	9.02	13	23 Hamilton Street	T-5
239	9.02	14	19-21 Hamilton St	T-5
240	9.02	15	15 Hamilton Street	T-5
241	9.02	16	13 Hamilton Street	T-5
242	9.02	17	9 Hamilton Street	T-5
243	9.02	18	7 - 7 1/2 Hamilton St	T-5
244	9.02	19	5 Hamilton Street	T-5
245	9.02	20	3 Water Street	T-5
246	9.03	1	61 Water Street	T-5
247	9.03	2	67 Water Street	T-4 & T-5
248	9.03	3	67-71 Water Street	T-4
249	9.03	4	Water Street	T-4

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

250	9.03	5	Water Street	T-4
251	9.03	6	83 Water Street	T-4
252	9.03	7	85 Water Street	T-4
253	9.03	8	87-1/2 Water Street	T-4
254	9.03	9	89 Water Street	T-4
255	9.03	10	99 Water Street	T-4
256	9.03	11	101 Water Street	SD-4
257	9.03	13	105 Water Street	SD-4
258	9.03	14	115 Water Street	SD-4
259	9.03	15	117 Water Street	SD-4
260	9.03	16	199 Water Street	SD-4
261	9.03	17	South Park Dr. Rear	SD-4
262	9.03	18	119 Water St. Rear	SD-4
263	9.03	19	119 Water St. Rear	SD-4
264	9.03	20	119 Water St. Rear	SD-4
265	9.03	21	119 Water St. Rear	SD-4
266	9.03	25	Moran Street	T-5
267	9.03	26	20 E. Clinton Street	T-5
268	9.03	27	2-10 E Clinton Street	T-5
269	9.04	1	36 E Clinton Street	T-5
270	9.04	2	30 E Clinton Street	T-5
271	9.04	3	28 E Clinton Street	T-5
272	9.04	4	22-24 E Clinton St	T-5
273	9.04	5	40 Moran	T-5
274	9.05	1	25 Townsend Street	T-5
275	9.05	2	27 Townsend Street	T-5
276	9.05	3	29 Townsend Street	T-5
277	9.06	1	29 Trinity Street	T-5
278	9.06	2	26-30 Moran Street	T-5
279	9.06	3	34 Moran Street	T-5
280	9.06	4	37 E Clinton Street	T-5
281	9.06	5	21 Townsend Street	T-5
282	9.06	6	19 Townsend Street	T-5
283	9.06	7	15-17 Townsend St	T-5
284	9.06	8	11 Townsend Street	T-5
285	9.06	9	9 Townsend Street	T-5
286	9.06	10	3 Townsend Street	T-5
287	9.06	11	45 Trinity Street	T-5
288	9.06	12	43 Trinity Street	T-5
289	9.06	13	39 Trinity Street	T-5
290	9.06	14	3 Trinity Street	T-5
291	10.01	3	10 South Park Drive	SD-4

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

292	10.01	4	121 Water Street	SD-4
293	10.01	5	125 Water Street	SD-4
294	10.01	6	5 South Park Drive	SD-4
295	10.01	7	11 South Park Drive	SD-4
296	14.01	5	113 Main Street	T-5
297	14.01	6	105 Main Street	T-5
298	14.01	7	4 Elm Street	T-5
299	14.01	8	6 Elm Street	T-5
300	14.01	9	8 Elm Street	T-5
301	14.01	10	10 Elm Street	T-5
302	14.01	11	12 Elm Street	T-5
303	14.02	17	18 Elm Steet	T-5
304	14.02	18	22 Elm Street	T-5
305	14.02	19	26 Elm Street	T-5
306	14.02	20	48 Madison Avenue	T-5
307	14.03	1	101 Main Street	T-5
308	14.03	2	97 Main St. to Elm	T-5
309	14.03	3	93 Main Street	T-5
310	14.03	4	12 Halsted Street	T-5
311	14.03	5	14 Halsted Street	T-5
312	14.03	6	16 Halsted Street	T-5
313	14.03	7	20 Halsted Street	T-5
314	14.03	8	22 Halsted Street	T-5
315	14.03	9	28 Halsted Street	T-5
316	14.03	10	32 Halsted Street	T-5
317	14.03	11	36 Halsted Street	T-5
318	14.03	12	36 Halsted Street	T-5
319	14.03	13	23 Halsted Street	T-5
320	14.03	14	21 Elm Street	T-5
321	14.03	15	36 Halsted Street	T-5
322	14.03	16	11 Elm Street	T-5
323	14.03	17	9 Elm Street	T-5
324	14.03	18	3 Elm Street	T-5
325	14.03	19	Elm Street	T-5
326	14.04	39	35 Madison Avenue	T-5
327	14.04	40	43 Madison Street	T-5
328	14.04	41	41 Madison Avenue	T-5
329	14.04	42	39 Madison Street	T-5
330	14.04	43	37 Madison Avenue	T-5
331	14.04	44	6 1/2 Walker Street	T-5

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

332	14.04	45	6 Walker Street	T-5
333	14.05	47	35 Madison Street	T-5
334	14.05	48	33 Madison Street	T-5
335	14.05	49	38 Halsted Street	T-5
336	14.05	50	1 Walker Street	T-5
337	14.05	51	40 Halsted Street	T-5
338	14.05	52	42 Halsted Street	T-5
339	14.05	53	3 Walker Street	T-5
340	14.05	54	5 Walker Street	T-5
341	14.05	55	48 Halsted Street	T-5
342	14.05	56	7 Walker Street	T-5
343	14.05	57	50 Halsted Street	T-5
344	14.05	58	9 Walker Street	T-5
345	14.05	59	52 Halsted Street	T-5
346	14.05	60	54 Halsted Street	T-5
347	14.05	61	56 Halsted Street	T-5
348	14.05	62	58 Halsted Street	T-5
349	14.05	1	39 Madison Street	T-5
350	14.05	2	23 Madison Street	T-5
351	14.05	3	21 Madison Street	T-5
352	14.05	4	19 Madison Street	T-5
353	14.05	5	17-17 1/2 Madison	T-5
354	14.05	6	15 Madison Street	T-5
355	14.05	7	4 Cedar Street	T-5
356	14.05	11	262 Spring Street	T-5
357	14.05	14	45 Halsted Street	T-5
358	14.05	15	41 Halsted Street	T-5
359	14.06	1	11 Madison Street	T-5
340	14.06	2	9 Madison Street	T-5
341	14.06	3	7 Madison Street	T-5
342	14.06	4	236 Spring Street	T-5
343	14.06	5	238 Spring Street	T-5
344	14.06	6	244 Spring Street	T-5
345	14.06	7	246 Spring Street	T-5
346	14.06	8	248 Spring Street	T-5
347	14.06	9	250 Spring Street	T-5
348	14.06	10	252 Spring Street	T-5
349	14.06	11	256 Spring Street	T-5
350	14.06	12	9 Cedar Street	T-5
351	14.06	13	7 Cedar Street	T-5
352	14.06	14	5 Cedar Street	T-5
353	14.06	15	1-3 Cedar Street	T-5

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

354	15.01	1	51 Trinity Street	T-5
355	15.01	2	49 Trinity Street	T-5
356	15.01	3	4 Townsend Street	T-5
357	15.01	4	2 Townsend Street	T-5
358	15.01	5	8 Townsend Street	T-5
359	15.01	6	10 Townsend Street	T-5
360	15.01	7	16 Townsend Street	T-5
361	15.01	8	20 Townsend Street	T-5
362	15.01	9	22 Townsend Street	T-5
363	15.01	10	24 Townsend Street	T-5
364	15.01	11	26 Townsend Street	T-5
365	15.01	12	28 Townsend Street	T-5
366	15.01	13	32 Townsend Street	T-5
367	15.01	14	36 Townsend Street	T-5
368	15.01	15	Townsend Street	T-5
369	15.01	16	Union Place	T-5
370	15.01	17	71 Trinity Street-Rea	T-5
371	15.01	19	95 Trinity Street	T-5
372	15.01	20	93 Trinity Street	T-5
373	15.01	21	89 Trinity Street	T-5
374	15.01	22	91 Trinity Street	T-5
375	15.01	23	87 Trinity Street	T-5
376	15.01	24	81 Trinity Street	T-5
377	15.01	25	79 Trinity Street	T-5
378	15.01	26	75 Trinity Street	T-5
379	15.01	27	71 Trinity Street	T-5
380	15.01	28	69 Trinity Street	T-5
381	15.01	29	67 Trinity Street	T-5
382	15.01	30	65 Trinity Street	T-5
383	15.01	31	63 Trinity Street	T-5
384	15.01	32	59 Trinity Street	T-5
385	15.01	33	16 Union Place	T-5
386	15.01	34	18 Union Place	T-5
387	15.01	35	20 Union Place	T-5
388	15.01	36	22 Union Place	T-5
389	15.01	37	24 Union Place	T-5
390	15.01	38	26 Union Place	T-5
391	15.01	39	28 Union Place	T-5
392	15.01	40	32 Union Place	T-5
393	15.01	41	37 Union Place	T-5
394	15.01	42	35 Union Place	T-5
395	15.01	43	31 Union Place	T-5

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

396	15.01	44	29 Union Place	T-5
397	15.01	45	25 Union Place	T-5
398	15.01	46	23 Union Place	T-5
399	15.01	47	21 Union Place	T-5
400	15.01	48	19 Union Place	T-5
401	15.01	49	17 Union Place	T-5
402	15.01	50	15 Union Place	T-5
403	15.01	51	57 Trinity Street	T-5
404	15.01	52	57 Trinity Street	T-5
405	15.01	53	55 Trinity Street	T-5
406	15.02	1	9 Kelsey Avenue	T-5
407	15.02	2	7 Kelsey Avenue	T-5
408	15.02	3	5 Kelsey Avenue	T-5
409	15.02	4	3 Kelsey Avenue	T-5
410	15.02	5	1 Kelsey Avenue	T-5
411	15.02	6	98 Trinity Street	T-5
412	15.02	7	96 Trinity Street	T-5
413	15.02	8	94 Trinity Street	T-5
414	15.02	9	92 Trinity Street	T-5
415	15.02	10	90 Trinity Street	T-5
416	15.02	11	88 Trinity Street	T-5
417	15.02	12	84 Trinity Street	T-5
418	15.02	13	20 Hampton Street	T-5
419	15.02	14	18 Hampton Street	T-5
420	15.02	15	16 Hampton Street	T-5
421	15.02	16	14 Hampton Street	T-5
422	15.02	17	12 Hampton Street	T-5
423	15.02	18	8 Hampton Street	T-5
424	15.02	19	4 Hampton Street	T-5
425	15.02	20	2 Hampton Street	T-5
426	15.02	21	267 Spring Street	T-5
427	15.02	23	271 Spring Street	T-5
428	15.02	24	275 Spring Street	T-5
429	15.02	25	277 Spring Street	T-5
430	15.02	26	21 Kelsey Avenue	T-5
431	15.03	1	237 Spring Street	T-5
432	15.03	2	4 Union Pl	T-5
433	15.03	3	8 Union Pl	T-5
434	15.03	4	10 Union Pl	T-5
435	15.03	5	64 Trinity Street	T-5
436	15.03	6	70 Trinity Street	T-5
437	15.03	7	74 Trinity St - Rear	T-5

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

438	15.03	8	74-A Trinity Street	T-5
439	15.03	9	76 Trinity Street	T-5
440	15.03	10	80 Trinity Street	T-5
441	15.03	11	19 Hampton Street	T-5
442	15.03	12	17 Hampton Street	T-5
443	15.03	13	15 Hampton Streete	T-5
444	15.03	14	257 Spring Street	T-5
445	15.03	15	255 Spring Street	T-5
446	15.03	16	249 Spring Street	T-5
447	15.03	17	245 Spring Street	T-5
448	15.03	18	241 Spring Street	T-5
449	18.01	2	40 Sparta Avenue	T-5
450	18.01	3	18-18 1/2 Woodside	T-5
451	18.01	4	10 Woodside Ave.	T-5
452	18.01	5	14 Woodside Ave.	T-4
453	18.01	6	16 Woodside Ave.	T-4
454	18.01	7	18 Woodside Ave.	T-4
455	18.01	8	20 Woodside Ave.	T-4
456	18.01	9	22 Woodside Ave.	T-4
457	18.01	10	24 Woodside Ave.	T-4
458	18.02	1	274 Spring Street	T-4
459	18.02	1	274 Spring Street	T-4
460	18.02	2	278 Spring Street	T-4
461	18.02	3	4 Diller Avenue	T-4
462	18.02	4	20-26 Diller Avenue	T-4
463	18.02	5	28 Diller Avenue	T-4
464	18.02	6	34 Diller Avenue	T-4
465	18.02	7	36 Diller Avenue	T-4
466	18.02	8	38 Diller Avenue	T-4
467	18.02	9	44 Diller Avenue	T-4
468	18.02	10	46 Diller Avenue	T-4
469	18.02	11	48 Diller Avenue	T-4
470	18.02	12	50 Diller Avenue	T-4
471	18.02	14	75 Sparta Avenue	T-4
472	18.02	15	69 Sparta Avenue	T-4
473	18.02	16	65 Sparta Avenue	T-4
474	18.02	17	53 Sparta Avenue	T-4
475	18.02	18	51 Sparta Avenue	T-4
476	18.02	19	47 Sparta Avenue	T-4
477	18.02	20	43 Sparta Avenue	T-4
478	18.02	21	41 Sparta Avenue	T-4
479	18.02	22	37 Sparta Avenue	T-4

Schedule B
Town of Newton
Proposed Property Lists for SID - Tier 2 511 properties

480	18.02	23	33 Sparta Avenue	T-4
481	18.02	24	31 Sparta Avenue	T-4
482	18.02	25	29 Sparta Avenue	T-4
483	18.02	26	27 Sparta Avenue	T-4
484	18.02	27	25 Sparta Avenue	T-4
485	18.02	28	23 Sparta Avenue	T-4
486	18.02	29	21 Sparta Avenue	T-4
487	18.02	30	19 Sparta Avenue	T-4
488	18.02	31	280 Spring Street	T-4
489	18.02	32	39 Sparta Avenue	T-4
490	18.03	1	23 Woodside Ave	T-4
491	18.03	2	21 Woodside Ave	T-4
492	18.03	3	19 Woodside Ave	T-4
493	18.03	6	7 Woodside Avenue	T-4
494	18.03	7	5 Woodside Avenue	T-4
495	18.03	8	46 Sparta Avenue	T-5
496	18.03	9	54 Sparta Avenue	T-5
497	18.03	10	65 Sparta Avenue	T-5
498	18.03	11	56 Sparta Avenue	SD-5
499	18.03	11	56 Sparta Avenue	SD-5
500	19.01	1	281 Spring Street	T-5
501	22.02	8	72-74 Sparta Ave.	T-4
502	22.02	9	78 Sparta Ave.	T-4
503	22.02	10	80 Sparta Ave.	T-4
504	22.04	1	81 Sparta Ave.	T-4
505	22.04	2	59 Diller Ave.	T-4
506	22.04	3	55 Diller Ave.	T-4
507	22.04	4	55 Diller Ave.	T-4
508	22.04	12	95 Sparta Ave.	T-4
509	22.04	13	91 Sparta Ave.	T-4
510	22.04	14	87-89 Sparta Ave.	T-4
511	22.04	15	83 Sparta Ave.	T-4

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 was adopted after public hearing at a regular meeting of the Mayor and Town Council held on May 28, 2014, at 7:00 p.m. in the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey.

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 was adopted after public hearing at a regular meeting of the Mayor and Town Council held on May 28, 2014, at 7:00 p.m. in the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey.

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

**TOWN OF NEWTON
ORDINANCE 2014-11**

**AN ORDINANCE OF THE TOWN OF NEWTON REJECTING THE
RECOMMENDATIONS OF THE TOWN OF NEWTON HISTORIC PRESERVATION
ADVISORY COMMISSION TO DESIGNATE HORTON MANSION AS A LOCAL
HISTORIC LANDMARK PURSUANT TO NEWTON TOWN CODE SECTION 139-9**

WHEREAS, the Historic Preservation Advisory Commission (“Commission”) of the Town of Newton considered the request of the Sussex County Historical Society to designate the Horton Mansion located on the campus of the Sussex County Community College, also known as Lot 19, Block 3.01, Slate Hill Road in Newton, New Jersey as a local historic landmark building pursuant to Newton Town Code Section 139-9; and

WHEREAS, the Commission held a public hearing on April 2, 2014 and recommended landmark designation for Horton House and directed the Commission’s secretary to issue a report and provide notice of the decision pursuant to the Newton Town Code; and

WHEREAS, the Commission Secretary prepared a report, which was delivered to the Town Manager, Town Council, Planning Board and Town Clerk, and the Commission’s recommendations were appropriately published on April 13, 2014; and

WHEREAS, the Town Council considered the Commission’s recommendation that the Horton House be designated as a local historic landmark building at the Council’s April 21, 2014 public meeting; and

WHEREAS, at the April 21, 2014 public meeting, many residents and concerned citizens spoke both in favor of and in opposition to the inclusion of the Horton House as a historic landmark; and

WHEREAS, pursuant to Town Code Section 139-9.C, the Town Council is required to consider the proposed designation and approve, reject or modify such recommendation by ordinance; and

WHEREAS, the majority of the Town Council rejects the Commission’s recommendation to include Horton Mansion as a historic landmark building;

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

The recommendation of the Historic Preservation Advisory Commission of the Town of Newton to designate the Horton House as a local historic landmark building is hereby rejected.

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.

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.

Effective Date. This Ordinance will take effect after publication and passage according to law.

NOTICE

TAKE NOTICE that the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Wednesday, May 28, 2014. 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, June 23, 2014 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

RESOLUTION #82-2014

May 28, 2014

"Town of Newton Certification of Annual Audit"

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

WHEREAS, the Annual Report of Audit for the year 2013 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the Governing Body; and

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

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

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

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

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

WHEREAS, the Chief Financial Officer has prepared, distributed and filed the Corrective Action Plan in accordance with Federal and State Guidelines; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local Governing Body to the penalty provisions of R.S. 52:27BB-52 to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey a order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more that one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

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

CERTIFICATION

THIS IS TO CERTIFY 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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk

RESOLUTION #83-2014
STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40A:4-87 I hereby certify that the following resolution has been duly adopted by the governing body of: Town of Newton

Name of Municipality

Clerk's Signature

I hereby certify the Town of Newton has realized or is in receipt of written notification of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 2014 ^{Year} municipal budget.

Signature, Chief Financial Officer

Resolution Number: _____

Date of Adoption: May 28, 2014

Revenue Title: **Pub & Priv Revenue Offset w/Approp: TDR Grant** Amount: **\$40,000.00**

Appropriation Title: **Pub & Priv Program Offset by Revenue: TDR Grant** Amount: **\$40,000.00**

Local Match - Source: None Amount: \$ **-0-**

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A:4-87

For Director, Division of Local Government Services

by: _____

Duly Appointed Designee

Date Certified

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

FOR DCA USE ONLY

Municode: _____

Doc. No. : _____



TOWN OF NEWTON

RESOLUTION #84-2014

May 28, 2014

"Approve Fireworks Display at Memory Park for Newton Day 2014"

WHEREAS, a Resolution of the Newton Governing Body is required by the New Jersey Department of Labor, Division of Workplace Standards, to grant permission for the public display of fireworks; and

WHEREAS, Garden State Fireworks of Millington, New Jersey has submitted a proposal for a fireworks display with a copy of the permit application, certificate of insurance, a site diagram and other pertinent information, in conjunction with a fireworks display that will take place at Memory Park on Saturday, June 14, 2014 as part of the annual "Newton Day" celebration with a rain-date of June 21, 2014; and

WHEREAS, Sussex County Fire Marshal Joseph C. Inga has advised the application for said fireworks display is complete and in order;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Greater Newton Chamber of Commerce is granted permission for a fireworks display during the "Newton Day" celebration to take place on Saturday, June 14, 2014, with a rain-date of June 21, 2014 and that said fireworks display will be provided by Garden State Fireworks of Millington, NJ; and

BE IT FURTHER RESOLVED, that a certified original of this Resolution be forwarded to the New Jersey Department of Labor and Sussex County Fire Marshal, Joseph C. Inga.

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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #85-2014

May 28, 2014

**"Transfer of School Monies for the
Period July 1, 2014 to December 31, 2014"**

BE IT RESOLVED, by the Town Council of the Town of Newton that the Town Treasurer be authorized to turn over to the Treasurer of School Monies, as monies become available, \$6,068,529.00 to meet the obligations of the Newton Board of Education, exclusive of Debt Service, in accordance with the Statutes and the request of the Board of Education of Newton;

Amount of Tax Voted (Exclusive of Debt Service)	\$12,137,057.00
Amount Received to Date	0.00
Amount of This Request	<u>6,068,529.00</u>
Balance Due Board of Education	6,068,528.00

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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #86-2014

May 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. Pelco LB100 VCR Lock Boxes (w/keylock)
Qty: Four (4)
Condition: Good
- 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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #87-2014

May 28, 2014

"Approving the Execution of an Amended and Restated Waterline Easement and Waterline Relocation Agreement between the Town of Newton and 85 Sparta, LLC"

WHEREAS, the Town of Newton has easements and water transmission mains that cross property in the Township of Sparta shown as Lot 16, Block 35 on the Sparta Township Tax Map with a street address of 85 Sparta Avenue (the "Property"); and

WHEREAS, 85 Sparta, LLC is in the process of developing the Property, which development will require the crossing of the Newton easements and waterlines; and

WHEREAS, 85 Sparta, LLC and the Town of Newton wish to amend and restate the existing Newton easements and relocate the existing Newton waterlines;

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

1. The Mayor and the Clerk are hereby authorized to execute the Amended and Restated Waterline Easement and the Waterline Relocation Agreement in the forms attached hereto as Schedules A and B, which will be delivered and exchanged by Newton's attorney for said Amended and Restated Waterline Easement and Waterline Relocation Agreement executed by 85 Sparta, LLC.

2. The Mayor and the Clerk are hereby authorized to execute and deliver such other documentation, and take such further actions as may be reasonably required to consummate the execution of said Agreements on behalf of the Town of Newton.

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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk

WATERLINE RELOCATION AGREEMENT

THIS WATERLINE RELOCATION AGREEMENT is made as of the ____ day of _____, 2014, by and between **85 SPARTA, LLC**, a New Jersey limited liability company with its principal place of business located at 103 Main Street, Madison, New Jersey 07940 (“85 Sparta”) and **TOWN OF NEWTON**, a body politic of the State of New Jersey with its principal address at 39 Trinity Street, Newton, New Jersey 07860 (“Newton”).

W I T N E S S E T H :

WHEREAS, there currently exists a certain ten (10’)-inch waterline and sixteen (16’)-inch waterline and appurtenances owned by Newton (the “Existing Waterlines”) crossing the property of 85 Sparta known and designated as Block 35, Lot 16 on the current Tax Map of the Township of Sparta, New Jersey (the “Property”), pursuant to certain easements granted to Newton and duly recorded in the Sussex County Clerk’s Office in Deed Book A9, Page 400, *et seq.*, and Deed Book 422, Page 523, *et seq.* (the “Prior Newton Easements”); and

WHEREAS, certain improvements are to be made to the Property by 85 Sparta, including the demolition of existing structures and the construction of a 7-Eleven convenience store and fueling station, access drives, and parking lot (“Project”); and

WHEREAS, development of the Project will require the relocation of a portion of the Existing Waterlines (the “New Waterlines”) under and across a portion of the Property as shown on the plat prepared by Dynamic Engineering entitled “Site Plan – 85 Sparta, LLC – Proposed Fueling Station and Convenience Store” dated October 23, 2012, as revised, annexed hereto as Schedule “A” and made a part hereof; and

WHEREAS, simultaneously with the execution of this Agreement, the parties have entered into an Amended and Restated Waterline Easement, a copy of which is attached hereto as Schedule “B” and made a part hereof, which will be recorded in the Sussex County Clerk’s Office.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar paid to Newton by 85 Sparta, and other good and valuable consideration, the parties hereby agree as follows:

1. 85 Sparta will undertake the relocation of the Existing Waterlines in accordance with Schedule “C” prepared by Newton’s engineer, Harold E. Pellow & Associates, Inc. (“Pellow”) dated March 28, 2014, entitled “Realigned 10-Inch and 16-Inch Transmission Mains Plan” outlining a suggested sequence of construction, General Project Requirements, Specifications and Miscellaneous. The New Waterlines shall be installed within the Easement Area as defined and delineated in Schedule “B.” 85 Sparta’s contractor and Newton shall coordinate the installation, the number of valves to be utilized (which shall include a minimum of at least two (2) valves), and construction

sequence of the New Waterlines. 85 Sparta must require its contractor to install the New Waterlines in a manner and at a time to minimize the interference with the flow of water through the Existing Waterlines to the satisfaction of Pellow as engineer for Newton. 85 Sparta shall submit its construction sequence and valve location to the Newton Engineer for approval, which approval shall not be unreasonably withheld or delayed.

2. The water required to be purchased by Newton from Sparta due to the closing of the Existing Waterlines in order to connect them to the New Waterlines shall be paid for by 85 Sparta at its sole cost and expense. 85 Sparta represents that Sparta has agreed to directly bill 85 Sparta for all such costs and expenses for water supplied to Newton. Newton's obligation shall be to turn off all Newton water mains so that the Existing Waterlines are dry and there is no flow through the Existing Waterlines to permit 85 Sparta's contractor to make the requisite connection. Newton shall request Sparta to open the interconnection valve between Sparta and Newton. 85 Sparta's contractor shall pump out and dispose of all water drained from the water mains at the connection points. 85 Sparta shall also be responsible for supplying and paying for water to any customer deprived of water as a result of water pipeline cutoff during the contemplated work, which customers are the United Methodist Church and the 85 Sparta property.

3(i). Attached hereto as Schedule "D" and made a part hereof is a bond estimate for the relocation work encompassed by this Agreement dated April 3, 2014, prepared by Pellow. 85 Sparta or its contractor shall post a performance bond by way of a letter of credit, bond or cash deposit with Newton in the amount of \$136,162.80 pursuant to the Pellow bond estimate (the "Performance Bond"). The actual work shall be undertaken by 85 Sparta's contractor with oversight by Newton and by Pellow. The cost of such oversight field work and related testing shall, however, be paid for by 85 Sparta to Newton by way of a deduction from an escrow for such work and replenished from time to time by 85 Sparta for payment by Newton of all Newton's Water Department labor and related expenses and engineering and legal fees. Upon the completion of the work, the testing and certification thereof by Pellow shall be the observing of the pressure test procedure and reviewing of the laboratory results of the total coliform samples taken for testing. The actual furnishing and operation of the test equipment, and collection and analysis by an NJDEP certified laboratory shall be done by and paid for by 85 Sparta. Upon approval of the pressure test and coliform samples and any other procedures required for re-opening the New Waterlines, which approval shall not be unreasonably withheld or delayed, Newton shall authorize the New Waterlines to be put into service. In addition, 85 Sparta shall provide Newton with "As Built" plans of the work performed in connection with the relocated waterlines, and a legal description of the area covering ten feet beyond the outer limits of the Existing Waterlines and the New Waterlines and all appurtenances, prepared by a licensed New Jersey land surveyor, to be annexed as Schedule "A" to the Amended and Restated Waterline Easement.

The following items must be completed before the Performance Bond is released by Newton:

(a) Completion of the New Waterlines;

(b) Satisfactory pressure test and total coliform tests on the New Waterlines and completion of any other procedures required for re-opening the New Waterlines;

(c) Recording of the Amended and Restated Waterline Easement Agreement to the Sussex County Clerk's Office;

(d) Payment of all costs incurred by Newton associated with the installation of the New Waterlines, including Water Department labor and related expenses, engineering and legal fees; and

(e) Posting of a maintenance bond to run for a period of two (2) years from the acceptance of the New Waterlines work by Newton. Said maintenance bond is to include language that covers any damage to the Existing and New Waterlines as a result of the construction of the Project after completion of the New Waterlines work.

(ii) The parties recognize the potential that during 85 Sparta's work damage may be caused to Newton's Existing Waterlines on the Property that is not part of the New Waterlines work. Attached hereto as Schedule "E" and made a part hereof is a bond estimate for potential repair work dated March 31, 2014, prepared by Pellow. 85 Sparta or its contractor shall post a performance bond by way of a letter of credit, bond or cash deposit with Newton in the amount of \$101,015.00 pursuant to the Pellow bond estimate (the "Repair Performance Bond"). The Repair Performance Bond shall remain in place until such time as the Performance Bond is released per Paragraph 3(i) above.

4. 85 Sparta or its contractor shall maintain with respect to the relocation and installation of the New Waterlines insurance covering its operations and those of its agents, subcontractors and employees, both on the site and off-site, in a form and amount at least equal to that specified below:

<u>Comprehensive General Liability</u>	<u>Minimum Coverage</u>
Bodily Injury and Property Damage including Blanket Contractual Liability for the assumption of all liability pertaining to suits not caused by the direct negligence of Newton.	\$2,000,000.00
<u>Comprehensive Automobile Liability</u>	
Bodily Injury	Provide \$2,000,000.00

	for each occurrence
Property Damage	Provide \$1,000,000.00 for property damage for each occurrence with no limitation on aggregate.
<u>Umbrella Excess Liability</u>	Provide \$2,000,000.00 for each occurrence not to exceed \$2,000,000.00 in the aggregate.
<u>Workman's Compensation and Employer's Liability</u> to cover all Contractor's employees in accordance with statutory requirements.	

85 Sparta hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature to persons (whether employees or otherwise) and to property real or personal including adjoining property caused by or resulting from the execution of the work occurring in connection therewith and agrees to indemnify, defend, and hold harmless Newton and/or its agents and/or employees from and against any injury to persons or to property caused or occasioned directly or indirectly by 85 Sparta, its agents, employees, or subcontractors, or any materials, tools, implements, appliances, scaffolding ways, works or machinery or other property of 85 Sparta. In the event of loss, damage or injury, which may cause a claim to be filed, 85 Sparta shall submit to Newton, in writing, all particulars and details relating to the incident, including all subsequent related effects of such loss, damage or injury. Each incident shall be listed separately. The Certificate of Insurance must be referenced to this project and shall name Newton as an additional named insured with respect to the work being performed; and a copy of such Certificate of Insurance shall be delivered to Newton and Pellow prior to the commencement of the work. The insurance coverage required shall include a provision whereby there shall be no cancellation of any such insurance coverage unless and until fifteen (15) days written notice is provided Newton. The Certificate of Insurance shall have the coverage written on a primary and noncontributory basis. The Additional Insured endorsement shall include completed operations. Coverage shall also include a waiver of subrogation. 85 Sparta's general liability limits will include coverage on a per-project and per-location basis. 85 Sparta's insurance will be provided by a carrier rated "A" or better. The insurance policy will be an "Owners, Contractors Protective" policy.

5. 85 Sparta will provide to Newton a current title report disclosing all mortgages or liens against the Property. Until such time as 85 Sparta has delivered to Newton, in recordable form, an Agreement of each mortgagee or lien holder subordinating its mortgage or lien to the Amended and Restated Waterline Easement, and such time as Newton has recorded said Agreements and the Amended and Restated Waterline Easement, the Prior Newton Easements shall remain unmodified by

the Amended and Restated Waterline Easement as to their priority over any such mortgagee or lien holder.

6. 85 Sparta, with Newton's cooperation, shall obtain any and all necessary building permits, at 85 Sparta's sole expense, for the construction, improvement, repair, replacement, operation and maintenance of the work contemplated herein, and obtain any and all governmental approvals that may be applicable thereto; provided, however, Newton shall obtain (at 85 Sparta's expense) all approvals, if required, from the New Jersey Department of Environmental Protection ("NJDEP") with respect to the work contemplated herein and the New Waterlines.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

8. This Agreement shall be governed by and construed under the laws and in the Courts of the State of New Jersey, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

85 SPARTA, LLC

By: _____

ATTEST:

TOWN OF NEWTON

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

By: _____
Joseph A. Ricciardo, Mayor

SCHEDULE A

“Site Plan – 85 Sparta, LLC – Proposed Fueling Station and Convenience Store”

On File with the Sparta Township Land Use Administrator

SCHEDULE B

"Amended and Restated Waterline Easement Agreement"

AMENDED AND RESTATED WATERLINE EASEMENT

THIS AMENDED AND RESTATED WATERLINE EASEMENT is made on this ____ day of _____, 2014, by and between **85 SPARTA, LLC**, a New Jersey limited liability company with its principal place of business located at 103 Main Street, Madison, New Jersey 07940 (“85 Sparta” or “Grantor”) and **TOWN OF NEWTON**, a body politic of the State of New Jersey with its principal address at 39 Trinity Street, Newton, New Jersey 07860 (“Newton” or “Grantee”).

WITNESSETH:

WHEREAS, 85 Sparta is the owner of property known and designated as Block 35, Lot 16 on the current Tax Map of the Township of Sparta, New Jersey located at the northwest corner of the intersection of Sparta Avenue (County Route 517) and Lafayette Road (New Jersey State Highway 181) (the “Property”); and

WHEREAS, 85 Sparta’s predecessors in title granted easements for the installation and maintenance of waterlines across the Property, all as set forth in Deed Book A9, page 428, *et seq.*, and Deed Book 422, Page 523, *et seq.*, duly recorded in the Sussex County Clerk’s Office (the “Prior Newton Easements”); and

WHEREAS, Grantor and Grantee wish to amend and restate the Prior Newton Easements, PROVIDED, HOWEVER, ONLY as it affects the Property as hereinafter set forth; and

WHEREAS, Newton currently maintains and operates a ten (10”)-inch waterline and sixteen (16”)-inch waterline and appurtenances (the “Existing Waterlines”) through the Grantor’s property pursuant to the Prior Newton Easements; and

WHEREAS, to accommodate the development of the Property, a segment of the Existing Waterlines are intended to be relocated across a portion of the Property (the Existing Waterlines to be relocated are hereinafter referred to as the “Relocated Waterlines”); and

WHEREAS, the terms and conditions of such relocation are the subject of a certain agreement by and between Grantor and Grantee (the “Relocation Agreement”); and

WHEREAS, this Amended and Restated Waterline Easement is intended to supersede in all respects the Prior Newton Easements ONLY to the extent it affects the Property, as defined herein, and not any other property.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein made and for consideration of One (\$1.00) Dollar, and other good and valuable consideration paid to Grantor, the parties hereto agree as follows:

1. 85 Sparta grants a permanent easement to Grantee over the Property, all as more particularly described in Schedule "A" attached hereto and made a part hereof, (the actual area of the easement being sometimes hereinafter referred to as the "Easement Area") for the purpose of the construction, improvement, repair, replacement, operation and maintenance of the waterlines owned and operated by Newton.

2. 85 Sparta hereby grants a permanent right of access over the Property to permit Grantee access to the Easement Area for the purpose of construction, improvement, repair, replacement, operation and maintenance to its waterlines within the Easement Area.

3. The Existing Waterlines consist of a ten (10")-inch waterline and sixteen (16")-inch waterline pursuant to the Prior Newton Easements, which shall remain upon completion of the Relocated Waterlines. Grantee, its agents, servants, successors and/or assigns shall have the right to enter the Easement Area for the purpose of construction, improvement, repair, replacement, operation and maintenance to the Existing Waterlines and the Relocated Waterlines as it determines in its sole discretion, provided, however, in all instances, Grantee's waterlines shall be buried a minimum of four and one-half (4.5) feet from finished grade to top of Waterline except at tie-ins to Existing Waterlines with less cover. Grantor shall not remove cover over Existing and Relocated Waterlines that result in less than four and one-half (4.5) feet of cover.

4. Grantee acknowledges and recognizes that 85 Sparta is in the process of constructing certain improvements on the Property, part of which will pass over the Existing Waterlines and the Relocated Waterlines, the installation of which shall take place pursuant to the Relocation Agreement.

5. Grantee further acknowledges that Grantor shall, at all times, have the right to install such improvements as are approved by the Township of Sparta to the Property pursuant to Resolution No. 28-12 of the Sparta Township Zoning Board of Adjustment dated July 24, 2013, including pavement, curbs, parking areas, light stanchions and landscaping which does not interfere with the Grantee's waterlines, and shall further have the right to cross the Easement Area for access to the Property by Grantor and its customers (the "Permitted Improvements"); provided, however, in the event Grantee wishes to access the Easement Area for the purpose of construction, improvement, repair, replacement, operation and maintenance to the Existing Waterlines and the Relocated Waterlines, that any of the Permitted Improvements which are disturbed by virtue of the work within the Easement Area deemed necessary by Grantee to be undertaken by Grantee, 85 Sparta, and not Grantee, shall be responsible, at 85 Sparta's sole cost and expense, to repair, replace and install any such improvements disturbed by the work undertaken by Grantee. The foregoing

obligation of 85 Sparta to restore any disturbance is in consideration of Grantee's allowance of 85 Sparta to construct improvements over Grantee's waterlines notwithstanding a prohibition against such construction in the Prior Newton Easements. 85 Sparta is not permitted to install within the Easement Area any buildings or structures of any nature whatsoever other than the Permitted Improvements.

6. For all entry by Grantee for construction, improvement, repair, replacement, operation and maintenance to the Existing Waterlines or the Relocated Waterlines, Grantee shall undertake all such work in an expeditious manner so as to limit the disturbance of the Property. Grantee, with respect to any disturbance on the Grantor's property, after construction, improvement, repair, replacement, operation and maintenance to the Existing Waterlines or the Relocated Waterlines, in each case, will compact and bring Grantor's site back to grade in order to permit Grantor to make repairs to the Permitted Improvements.

7. Except in the event of an emergency, Grantee shall give written notification to Grantor of its intention to enter the Easement Area to make improvements, repairs, replacements, operations and maintenance and/or install a third waterline. Such notice shall contain an estimated time period for Grantee's work within the Easement Area. In the event of an emergency wherein Grantee requires immediate access to the Easement Area for the purpose of making repairs to the Existing Waterlines or the Relocated Waterlines, as soon as Grantee can estimate the time period for its work, it shall notify Grantor of the anticipated duration of Grantee's work within the Easement Area.

8. The Grantor represents that all mortgages and rights in the Property shall be subject and subordinate at all times to the rights of the Grantee pursuant to this Amended and Restated Waterline Easement.

9. Grantor hereby assumes entire responsibility and liability for, and shall indemnify, defend, and hold harmless Newton and/or its agents and/or employees from and against, any and all costs, expenses, damage, injury, suits, administrative actions, or claims of any kind or nature related to Newton's waterlines and water supply actually or allegedly caused by Grantor's activities upon the property or the release of petroleum products on the Property by any cause. Grantor shall, at its own cost and expense, defend any and all suits or administrative actions that may be brought against Newton, and shall satisfy, pay, and discharge any judgments and fines that may be assessed against Newton that relate to the effect of Grantor's activities on the Property or the release of petroleum products upon Newton's waterlines and water supply.

j
10. All provisions of this Amended and Restated Waterline Easement, including the benefits and burdens, run with the land and shall be binding upon and inure to the benefit of all persons owning or claiming any interest to the Property through Grantor or Grantee, its successors, heirs or assigns, for the uses and purposes set forth herein.

SCHEDULE A
LEGAL DESCRIPTION

SCHEDULE C

“Realigned 10-Inch and 16-Inch Transmission Mains Plan”

**85Sparta LLC Project
Block 35, Lot 16
Sparta Township, Sussex County
New Jersey
3-28-14**

Realigned 10-Inch and 16-Inch Transmission Mains Plan

Suggested Sequence of Construction of Relocated Sections of 10" and 16" Newton Transmission Mains

1. Phase 1 – Construction of In-Line Gate Valves

- a. Shut down the existing 10" and 16" Newton transmission mains at the easterly side of Fox Hollow Lake, and on Sussex County Route 517 by the Mohawk House monument sign.
- b. Drain the existing 10" and 16" Newton transmission mains between the east side of Fox Hollow Lake and the Mohawk House monument sign.
- c. Construct a new in-line gate valve and adapters on the existing 10" and 16" Newton transmission mains on the west side of the 85 Sparta LLC site, along with a minimum of 10 feet of ductile iron transmission main extending out of each gate valve to the east.
- d. Disinfect the new sections of Newton transmission mains with a spray solution of chlorine, per AWWA standards.
- e. Place the existing 10" and 16" Newton transmission mains back into service.
- f. Miscellaneous Phase 1 Requirements:
 - i. Phase 1 work must be completed at night between 8 pm and 5 am the following day, during a weekday.
 - ii. Phase 1 work must be continuous, and be completed without interruption.

2. Phase 2 – Construction of Relocated Transmission Mains

- a. Construct the new sections of 10" and 16" Newton transmission mains from the westerly side of the 85 Sparta LLC site to the easterly side of the site.

- b. Fill, disinfect and pressure test the new sections of 10" and 16" Newton transmission mains, and obtain acceptable bacteriological tests from each main.

3. Phase 3 - Connection of Relocated Sections of 10" and 16" Newton Transmission Mains to the Existing Newton Transmission Mains

- a. Connect a temporary above-ground ¾" water service line from the Mohawk House to the Methodist Church.
- b. Close the two new in-line gate valves on the 10" and 16" Newton transmission mains on the westerly side of the 85 Sparta LLC site, and transfer water service to Newton over to the Sparta Water System at the existing interconnection on Block 35, Lot 17.
- c. Close the gate valves on the 10" and 16" Newton transmission mains near the Mohawk House monument sign.
- d. Drain the existing 10" and 16" Newton transmission mains between the west side of the 85 Sparta LLC site and the Mohawk House monument sign.
- e. Construct all four (4) interconnects between the relocated and existing 10" and 16" transmission mains.
- f. During construction, disinfect the four (4) interconnects with a spray solution of chlorine, per AWWA standards.
- g. Transfer water service from Sparta Water System back to the Newton 10" and 16" transmission mains.
- h. Miscellaneous Phase 3 Requirements:
 - i. Phase 3 work must be continuous and be completed without interruption
 - ii. Phase 3 work must be completed during a weekday.

General Project Requirements

1. Post a maintenance bond to guarantee the realigned sections of Newton's 10" and 16" transmission mains for two (2) years from the date of acceptance of the work by the Town of Newton.
2. Post a performance bond to cover any watermain break that may occur during the construction of the convenience store, gas station and infrastructure. The performance bond shall be in place until all the site improvements are fully completed, and all the buildings on the site are completed and have permanent Certificates of Occupancy.

3. Provide an easement 10 feet beyond the outside limits of the 10" and 16" transmission mains, and all appurtenances that cross Block 35, Tax Lot 16. Any adjustments of the easement limits to reflect any field relocation required shall be accomplished prior to recording the easement in the Sussex County Clerk's Office in Newton, NJ.

Included in the easement shall be the requirement that the minimum cover over the watermains shall be 4.5 feet from finished grade to the top of the transmission mains, and cover material shall not be removed from over the transmission mains that would result in less than 4.5 feet of cover.

4. No improvements to be constructed by the property owner, their successors or assigns, in the easement areas, except as set forth herein.
5. Terminate water service from the Town of Newton to the existing building on Block 35 Tax Lot 16.
6. Any new buildings constructed on Block 35 Tax Lot 16 to be served with a new water service line from the Sparta Water Department.
7. No planting of landscaping materials in the Newton Transmission Main easement area.
8. Tie-in fittings and methods to the existing 16" PCCP to be reviewed, inspected and approved by Hanson Pressure Pipe consultants and/or Richard Fitch.
9. As-built plans of the relocated transmission mains and appurtenances, and the new transmission main easement limits, shall be prepared by a licensed NJ Land Surveyor, and be provided to Newton in both hard copy and electronic form. The as-built plan shall be recorded with the easement document.
10. Town of Newton Water Utility staff to operate all of Newton's valves.
11. Sparta Township Water Utility staff to operate all of Sparta's valves.
12. Verify and obtain approval of proposed construction schedules with both Newton and Sparta Water Utilities before commencing construction.
13. Verify with NJDEP Bureau of Safe Drinking Water that no permits are required for proposed transmission main work.

Specifications

1. All watermain pipe to be Class 54 ductile iron, DCL
2. All watermain fittings and valves to be MJ, using megalug glands and accessories
3. All gate valves shall be MJ resilient seat gate valves
4. Concrete thrust blocks to be provided on all bends and fittings

5. A minimum of two (2) ¾ inch threaded rods with pipe clamps to be used on each fitting, bend and valve on the 10" transmission main, and four (4) ¾ inch threaded rods with pipe clamps to be used on each fitting, bend and valve on the 16" transmission main.
6. Minimum cover over transmission mains to be 4.5 feet from finished grade to top of main.
7. Transmission mains to be placed in concrete sand cushion, minimum 6" above and below the mains, and minimum 1 foot on each side of the mains.
8. Backfill material above the transmission mains to be free of any stones larger than 2".

Miscellaneous

1. Subject to verifying field conditions and orientation of existing transmission mains and appurtenances in the field.
2. All bacteriological tests to be performed by a laboratory licensed and approved by NJDEP.
3. No work to be done on Newton's transmission mains until all required materials are onsite and available for use in the project.
4. All water obtained from Sparta Water Utility for this project to be paid for by the developer.
5. Newton to be reimbursed for all inspection and field work performed by Newton Water Utility staff.
6. All work to be done to the satisfaction of the Newton Water & Sewer Superintendent and the Town of Newton Engineer.
7. Developer to reimburse the Town of Newton for all reasonable engineering, inspection and legal fees.

SCHEDULE D

“Bond Estimate for Relocation Work”

Relocation of 10" & 16" Newton Transmission Mains
85 Sparta LLC
Block 35, Tax Lot 16
Sparta Township, Sussex County, NJ
March 31, 2014
Revised April 3, 2014

ITEM NO.	TO BE CONSTRUCTED	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	CLEARING SITE	1	LUMP SUM	\$1,000.00	\$1,000.00
2	TRAFFIC DIRECTORS (UNIFORM), IF & WHERE	16	MAN HOUR	\$75.00	\$1,200.00
3	SILT FENCE	500	LIN. FT.	\$5.00	\$2,500.00
4	HAY BALES, IF AND WHERE	6	UNIT	\$50.00	\$300.00
5	3/4" CORPORATION STOP	2	UNIT	\$150.00	\$300.00
6	10" DUCTILE IRON WATERMAIN, CLASS 54, DOUBLE CEMENT LINED	200	LIN. FT.	\$50.00	\$10,000.00
7	16" DUCTILE IRON WATERMAIN, CLASS 54, DOUBLE CEMENT LINED	249	LIN. FT.	\$86.00	\$21,414.00
8	10" M.J. GATE VALVE, VALVE BOX & COVER	1	UNIT	\$3,500.00	\$3,500.00
9	16" M.J. GATE VALVE, VALVE BOX & COVER	1	UNIT	\$10,000.00	\$10,000.00
10	10" M.J. BENDS, INCLUDING THRUST BLOCK	5	UNIT	\$1,000.00	\$5,000.00
11	16" M.J. BENDS, INCLUDING THRUST BLOCK	6	UNIT	\$2,000.00	\$12,000.00
12	10" M.J. CAP W/TEST PLUG, INCLUDING THRUST BLOCK	1	UNIT	\$500.00	\$500.00
13	16" M.J. CAP W/TEST PLUG, INCLUDING THRUST BLOCK	1	UNIT	\$1,000.00	\$1,000.00
14	10" M.J. PLUG W/TEST PLUG, INCLUDING THRUST BLOCK	1	UNIT	\$500.00	\$500.00
15	16" M.J. PLUG W/TEST PLUG, INCLUDING THRUST BLOCK	1	UNIT	\$1,000.00	\$1,000.00
16	10" M.J. SOLID SLEEVE	2	UNIT	\$500.00	\$1,000.00
17	16" M.J. SOLID SLEEVE	3	UNIT	\$1,500.00	\$4,500.00
18	10" DRESSER COUPLING, LONG	1	UNIT	\$500.00	\$500.00
19	16" DRESSER COUPLING, LONG	1	UNIT	\$1,000.00	\$1,000.00
20	16" PCCP X DI ADAPTER	3	UNIT	\$2,000.00	\$6,000.00
21	CONCRETE SAND BEDDING	110	CU. YD.	\$35.00	\$3,850.00
22	3/4" FOUNDATION STONE, IF & WHERE	20	TON	\$30.00	\$600.00
23	BANKRUN GRAVEL, IF & WHERE	20	CU. YD.	\$30.00	\$600.00
24	TRENCH EXCAVATION & BACKFILL	449	LIN. FT.	\$35.00	\$15,715.00
25	ROCK EXCAVATION IN WATERLINE TRENCH, IF & WHERE	10	CU. YD.	\$100.00	\$1,000.00
26	TEST HOLES, UNCLASSIFIED EXCAVATION	30	CU. YD.	\$100.00	\$3,000.00
27	TRENCH REPAIR	449	LIN. FT.	\$10.00	\$4,490.00
28	AS-BUILT PLAN	1	LUMP SUM	\$1,000.00	\$1,000.00

\$113,469.00

x 120%

\$136,162.80

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

SCHEDULE E

“Bond Estimate for Repair Work”



HAROLD E. PELLOW & ASSOCIATES, INC.
CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

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

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

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

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

THOMAS G. KNUTELSKY
NJ - P.E.

**85 Sparta, LLC Project
Block 35, Lot 16
Sparta Township, Sussex County
New Jersey**

**Bond Estimate for Repair of Two (2) Newton Water Transmission Mains if Broken by Developer
3-31-14**

A. Assumptions

1. Break would occur at night on a holiday.
2. Break would wash out both the 16-inch diameter and 10-inch diameter mains.
3. Outside contractor would be doing the repairs.
4. Newton Water & Sewer Utility would be on site the entire time.
5. Sparta Township Water Utility would be needed to transfer to Sparta water through the interconnect.
6. Three (3) lengths of each watermain (54 LF) are washed out in the break.
7. 300,000 gallons of Newton finished water are lost in the break.
8. Newton uses approximately 1,000,000 gal./day of water.

B. Cost Estimates

1. Initial Response

Newton Water & Sewer Utility is notified of break and responds to shut down gate valves and transfer over to Sparta interconnect:

Supt.:	4 hrs. @ \$50.00.....	\$ 200.00
Foreman:	4 hrs. @ \$40.00.....	\$ 160.00
Utility Man #1:	4 hrs. @ \$35.00.....	\$ 140.00
Utility Man #2:	4 hrs. @ \$35.00.....	\$ 140.00
Res. Caretaker:	4 hrs. @ \$35.00.....	\$ 140.00

Supt. Truck:	4 hrs. @ \$100.00.....	\$ 400.00
Foreman Truck:	4 hrs. @ \$100.00.....	\$ 400.00
Utility Truck:	4 hrs. @ \$100.00.....	<u>\$ 400.00</u>
		\$1,980.00

Sparta Water Utility is notified and dispatches to transfer water from Sparta to Newton:

Supt.:	4 hrs. @ \$50.00.....	\$ 200.00
Foreman:	4 hrs. @ \$40.00.....	\$ 160.00
Utility Man #1:	4 hrs. @ \$35.00.....	\$ 140.00
Utility Man #2:	4 hrs. @ \$35.00.....	\$ 140.00
Supt. Truck:	4 hrs. @ \$100.00.....	\$ 400.00
Foreman Truck:	4 hrs. @ \$100.00.....	\$ 400.00
Utility Truck:	4 hrs. @ \$100.00.....	<u>\$ 400.00</u>
		\$1,840.00

2. Repair/Replacement of 16-Inch & 10-Inch Watermains

Dispatch trucks to obtain pipe and materials:

a.	Truck to Maryland to get PCCP x DIP Adapters:	
	10 hrs. @ \$150.00.....	\$1,500.00
b.	Truck and trailer to get pipe at foundry:	
	6 hrs. @ \$200.00.....	\$1,200.00

3. Material Cost

Assume: 18-foot lengths each pipe
3 lengths needed
Total 54 LF each pipe

10" Cl. 54 DCL - 54 LF @ \$50.00/LF	=	\$2,700.00
16" Cl. 54 DCL - 54 LF @ \$86.00/LF	=	\$4,644.00
10" MJ Solid Sleeve - 1 Unit @ \$500.00	=	\$ 500.00
16" MJ Solid Sleeve - 1 Unit @ \$1,000.00	=	\$1,000.00
16" x 16" PCCP - DIP Adapt. - 2 Units @ \$2,000.00	=	\$4,000.00

3/4" Stone

Assume Exc. 20' wide x 60' long x 2' deep = 2,400 ft.³

<u>2,400 CF</u> x 2 ton/CY x \$30.00/ton	=	\$5,333.00
<u>27 CF/CY</u>		

Say 180 tons x \$30.00/ton = \$5,400.00

Concrete Sand

Assume 20' wide x 60' long x 3' deep = 3,600 ft.³

$\frac{3,600 \text{ CF}}{27 \text{ CF/CY}} \times 1.5 \text{ ton/CY} \times \$30.00/\text{ton} = \$6,000.00$

Dense Graded Aggregate

Assume 20' wide x 60' long x 3' deep = 3,600 ft.³

$\frac{3,600 \text{ CF}}{27 \text{ CF/CY}} \times 2 \text{ ton/CY} \times \$30.00/\text{ton} = \$8,000.00$

Concrete

Assume 9 CY load needed for misc. thrust blocks/encasement.

Collar around each connection end of 16-inch main and 10-inch main.

$\frac{3.5' \times 3.5' \times 5'}{27 \text{ ft.}^3/\text{CY}} = 2.3 \text{ CY each end}$

4 connections x 2.3 CY/conn. = 9.2 Cy (9)

I-Beam

Assume 1 I-beam is needed for each main for stability.

2 - I-beams each 10 ft. long.

Steel Cable and Clamps

Assume 20 ft. cable is needed for each I-beam connection.

2 connections x 20 ft./conn. = 40 LF

Silt Fence

Assume 100 LF silt fence to protect wetland areas.

100 LF @ \$5.00/ft. = \$ 500.00

Hay Bales

Assume 20 hay bales to protect wetland areas.

20 bales @ \$50.00/bale = \$1,000.00

HAROLD E. PELLOW & ASSOCIATES, INC.

Established 1969

300,000 gal. x \$12.00/thous..... \$3,600.00

b. Water from Sparta Township:

Assume 1,000,000 gal./day to be purchased from Sparta at rate of \$4.50 per thousand.

1,000,000 gal. x \$4.50/thous..... \$4,500.00

7. Transfer Back to Newton Water

Use same time and staffing as "Initial Response", due to purging air from transmission mains, etc.

8. Disposal Costs

Assume: 54 LF of 10" CI Pipe
54 LF of 16" PCC Pipe

To Dispose of

For Approx. Wt.:

10" DIP Cl. 54 = 784 lb./18' length
16" DIP Cl. 54 = 1,409 lb./18' length

3 - 10" lengths x 784 #/length	=	2,352 #
3 - 16" lengths x 1,409 #/18' length	=	<u>4,227 #</u>
		6,579 #

6,579 lb. = 3.3 tons @ \$120.00/ton = \$396.00
2,000 lb./ton

Say \$500.00 for disposal.

9. Newton Water Utility On Site

Full 24-hour repair:	24 hrs.
• Initial Response	- 4
• Transfer back to Newton Water	- <u>4</u>
Remaining Time on Site	= 16 hrs.

Rate for initial response for men and vehicles was \$1,980.00 for 4 hrs., or \$495.00/hr.

16 hrs. x \$495.00/hr. = \$7,920.00

10. Total Coliform Water Tests

Assume 5 samples required once transmission mains are put back in service.

C. Summary

ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	AMOUNT
1	Initial Response by Newton & Sparta Water Utilities to Break	L.S.	L.S.	\$3,820.00	\$3,820.00
2	Dispatch Truck & Trailer to Pick Up Replacement Pipe at Foundry	Hour	6	\$200.00	\$1,200.00
3	Dispatch Truck to Pick Up Replacement Adapters in Maryland	Hour	10	\$150.00	\$1,500.00
4	10" Class 54 DCL Watermain	Lin. Ft.	54	\$50.00	\$2,700.00
5	16" Class 54 DCL Watermain	Lin. Ft.	54	\$86.00	\$4,644.00
6	10" MJ Solid Sleeve	Unit	1	\$500.00	\$500.00
7	16" MJ Solid Sleeve	Unit	1	\$1,000.00	\$1,000.00
8	16" x 16" PCCP Adapter to Ductile Iron	Unit	2	\$2,000.00	\$4,000.00
9	3/4" Foundation Stone	Ton	180	\$30.00	\$5,400.00
10	Concrete Sand	Ton	200	\$30.00	\$6,000.00
11	Dense Graded Aggregate	Ton	270	\$30.00	\$8,000.00
12	Concrete for Thrust Blocks & Encasement	Cu. Yd.	9	\$125.00	\$1,125.00
13	I-Beam - 10' Long	Unit	2	\$500.00	\$1,000.00
14	Steel Cable with Clamps	Lin. Ft.	40	\$15.00	\$600.00
15	Silt Fence	Lin. Ft.	100	\$5.00	\$500.00
16	Hay Bales	Unit	20	\$50.00	\$1,000.00
17	Contractor Repair Crew & Equipment, Including: <ul style="list-style-type: none"> • Excavator • Backhoe • Tandem Dump Truck • Utility Truck • Pickup • Generator • Air Compressor • Pump with Hoses • Area Lights • Misc. Equipment & Tools 	Hour	24	\$775.00	\$18,600.00
18	Welder	Hour	8	\$150.00	\$1,200.00
19	Hanson Pressure Pipe Field Representative	Hour	8	\$100.00	\$800.00
20	Newton Water Utility Staff On Site with Vehicles	Hour	16	\$495.00	\$7,920.00
21	Lost Water from Newton Filtration Plant & Mains	Thousand Gallons	300	\$12.00	\$3,600.00
22	Water Purchased from Sparta Township During Break & Repair	Thousand Gallons	1,000	\$4.50	\$4,500.00
23	Transfer Back to Newton Water by Newton & Sparta Water Utilities	L.S.	L.S.	\$3,820.00	\$3,820.00
24	Disposal of Waste Material - Concrete and Cast Iron Pipe	L.S.	L.S.	\$500.00	\$500.00
25	Total Coliform Water Tests	Unit	5	\$50.00	\$250.00
SUBTOTAL:					\$84,179.00
CONTINGENCIES @ 20%:					\$16,836.00
TOTAL:					\$101,015.00

K:\PROJECTS\MUNICIPAL\NEWTON\COUNCIL\112-258 - 85 SPARTA LLC - 7-ELEVEN\BOND ESTIMATE - REPAIR OF 2 NEWTON WATER TRANSMISSION MAINS.DOC

HAROLD E. PELLOW & ASSOCIATES, INC.
Established 1969

17 PLAINS ROAD, AUGUSTA, NEW JERSEY 07822-2009 • TELEPHONE: 973-948-6463 • FAX: 973-948-2916
 CERTIFICATE OF AUTHORIZATION NO. 24GA27959300



TOWN OF NEWTON

RESOLUTION #88-2014

May 28, 2014

"Approve Purchase of 2015 Police Interceptor Sedan AWD"

WHEREAS, Beyer Ford has supplied a quote under MCCPC Contract #15A Item #1 to the Newton Police Department for the purchase of a 2015 Police Interceptor Sedan AWD in the amount of \$28,359.00; and

WHEREAS, the Purchasing Agent and the Chief of Police have recommended the purchase of the 2015 Police Interceptor Sedan AWD in the amount of \$28,359.00; and

WHEREAS, the Chief Financial Officer has certified funds are available to support this project as per attached certification;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the 2015 Police Interceptor Sedan AWD be purchased from Beyer Ford, Morristown, NJ through MCCPC Contract #15A Item #1 in the amount of \$28,359.00.

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 Wednesday, May 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 #: 88 -2014

APPROVING: BEYER FORD

FOR THE PURPOSE OF: PURCHASE 2015 POLICE INTERCEPTOR SEDAN
AWD VEHICLE

IN THE AMOUNT OF: \$28,359.00

APPROPRIATED BY: GENERAL CAPITAL - ORD.#2014-6

#309140686

\$ 28,359.00

DATED THIS 28TH DAY OF MAY 2014

BY

DAWN L. BABCOCK

CHIEF FINANCIAL OFFICER

Exhibit C

**RESOLUTION AUTHORIZING PARTICIPATION IN THE
MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
(New Jersey State Approved Cooperative Pricing System #65MCESCCPS)**

**“SMALL TICKET LEASE PROGRAM”
(Middlesex Regional Educational Services Commission Bid No. 13/14-23)**

Lessee: Town of Newton

Principal Amount Expected To Be Financed: \$37,662.00

WHEREAS, the Lessee named above (the “Lessee”) is a political subdivision of the State of New Jersey (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the Lessee acting through its Governing Body (the “Governing Body”) is authorized to acquire and lease personal property necessary to the functions or operations of the Lessee; and

WHEREAS, the Governing Body hereby finds and determines the execution of one or more lease-purchase agreements (“Equipment Leases”) in the principal amount not exceeding the amount stated above (the “Principal Amount”) for the purpose of acquiring the Equipment described generally below (the “Equipment”) and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee; and

Brief Description of Equipment:
2014 Police Interceptor Utility Vehicle

WHEREAS, **FIRST HOPE BANK, a National Banking Association**, (the “Lessor”) is expected to act as the Lessor under the Equipment Leases; and

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Equipment prior to its receipt of proceeds of the Equipment Leases (“Lease Purchase Proceeds”) for such expenditures, and such expenditures are not expected to exceed the Principal Amount; and

WHEREAS, the Lessee hereby declares its official intent to be reimbursed for any capital expenditures made for the Equipment after adoption of this resolution but prior to the issuance of the Equipment Leases from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee as follows:

Section 1. The Lessee hereby determines that it has critically evaluated the financing alternatives and that entering into the Equipment Leases and financing the acquisition of the Equipment thereby is in the best interests of the Lessee.

RESOLUTION #89-2014

Section 2. The Lessee is hereby authorized to acquire and install the Equipment and is hereby authorized to finance the Equipment by entering into the Equipment Leases. Any action taken by the Lessee in connection therewith is hereby ratified and confirmed.

Section 3. Either Thomas S. Russo, Jr., Town Manager or Dawn Babcock, CFO (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other agreement or documents relating to the Equipment Leases (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate.

Section 4. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

Section 5. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 6. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Leases, and the Lessee's obligations under the Equipment Leases shall not constitute indebtedness of the Lessee under the laws of the State.

Section 7. It is hereby determined that the acquisition of the Equipment is permitted under the laws governing the Lessee and is essential to the efficient operation of the Lessee.

Section 8. The Governing Body of the Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Equipment following adoption of this resolution but prior to the receipt of the Lease Purchase Proceeds for the Equipment. The Governing Body of the Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for such Equipment expenditures. This section of the resolution is adopted by the Governing Body of the Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of this resolution does not bind the Lessee to make any expenditure, incur any obligation, or proceed with the acquisition of the Equipment.

Section 9. The Lessee covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, (the "Code") necessary to ensure that the interest portion of rental payments due under the Equipment Leases will be excluded from gross income under Section 103(a) of the Code. [The Lessee reasonably expects it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" that are not "qualified 501(c)(3) bonds") during the calendar year in which each of the Equipment Leases is issued and hereby designates each Equipment Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.] The Authorized Representative is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest portion of the rental payments due on the Equipment Leases authorized by this resolution

RESOLUTION #89-2014

as excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

Section 10. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this 28th day of May, 2014.

RESOLUTION #89-2014

CERTIFICATE

The undersigned **Secretary/Clerk** of the above-named Lessee hereby certifies and attests that (i) the undersigned has access to the official records of the Governing Body of the Lessee; (ii) the foregoing resolutions were duly adopted by the favorable vote of the members of the Governing Body of the Lessee at a [regular/special] meeting of the Governing Body duly called, regularly convened and attended throughout by the requisite quorum of the members thereof; (iii) such resolutions have not been amended or altered and are in full force and effect on the date stated below; and (iv) such meeting of the Governing Body relating to the authorization and delivery of the Equipment Lease has been conducted in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.*, and any internal procedures of the Governing Body.

Signature of Secretary/Clerk of Lessee

Print Name: Lorraine A. Read, RMC

Official Title: Municipal Clerk

Date: May 28, 2014



TOWN OF NEWTON

RESOLUTION #90-2014

May 28, 2014

"Authorizing the Town of Newton to enter into an Electronics Recycling Collection Agreement with Vintage Tech, LLC"

WHEREAS, the Newton Town Council, in a continuing effort to be green, desires to recycle all electronic equipment; and

WHEREAS, the Town of Newton wishes to enter into an Agreement with Vintage Tech, LLC, whereby Vintage Tech will accept, process, transport and market electronic equipment collected by the Town through its commercial recycling program; and

WHEREAS, said Electronic Recycling Collection Agreement is attached hereto and made part of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Town Manager is hereby authorized to execute an Electronics Recycling Collection Agreement with Vintage Tech, LLC.

CERTIFICATION

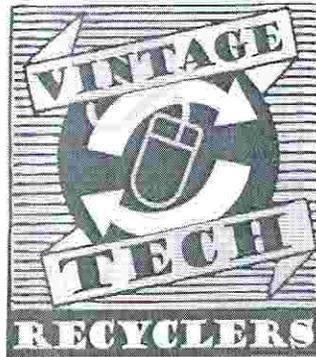
THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk

Vintage Tech, LLC.

1105 Windham Parkway
Romeoville, IL 60446

www.vintagetechrecyclers.com



Electronics Recycling Collection Agreement

City of Newton, NJ

Effective Date: _____, 2014

Term: 1 year agreement, 1 year mutual extension

*"There's a better way to get rid of those old electronics!
Keep it clean. Keep it Green!"*



ELECTRONICS RECYCLING COLLECTION AGREEMENT

This Electronics Recycling Collection Agreement (the "Agreement") is effective as of _____ by and between the Town of Newton, NJ (**hereinafter referred to as the "CUSTOMER"**) and **Vintage Tech, LLC** located at 1105 Windham Pkwy in Romeoville, IL (hereinafter referred to as "VINTAGE TECH"). In this Agreement, VINTAGE TECH and CUSTOMER are sometimes referred to individually as a "Party" and collectively as the "Parties".

SECTION 1: SCOPE OF SERVICES

VINTAGE TECH agrees to accept, process, transport and market electronic equipment collected by CUSTOMER through its commercial recycling program. Items to be collected, processed, and marketed are referenced on the attached Exhibit A. CUSTOMER agrees to use VINTAGE TECH on an exclusive basis during the term of this Agreement with respect to the electronic equipment collected pursuant to this Agreement.

Responsibilities of VINTAGE TECH include:

- 1) Provide transportation of material
- 2) Provide NIST compliant data security and hard drive destruction
- 3) Provide Packaging Materials
- 4) Sufficient manpower for collection events
- 5) Provide R2 and e-Stewards Compliant Processing
- 6) Provide certificates of recycling and volume reports
- 7) Provide primary contact person to coordinate events
- 8) Provide Revenue Return on eligible electronics

Responsibilities of the CUSTOMER include:

- 1) Provide necessary storage of electronics items for no longer than thirty (30) days after notifying VINTAGE TECH of items available to pick up
- 2) Designate a contact person to coordinate pickups and trailer swaps
- 3) Provide promotional advertising for the collection site
- 4) Designate Hours of Operation and drop off dates

Notwithstanding anything herein to the contrary, CUSTOMER acknowledges that VINTAGE TECH cannot and will not accept large home appliances (including air conditioners, stoves, refrigerators, freezers, etc.) or household hazardous waste (including paint, cleaners, and any items containing mercury etc.). If CUSTOMER should question whether VINTAGE TECH will accept an item, CUSTOMER shall inquire of VINTAGE TECH promptly.

VINTAGE TECH shall comply with any and all legal requirements with respect to data protection, erasure and/or destruction, including, without limitation, compliance with National Institute of Standards and Technology ("NIST") 800-88, the Health Insurance Portability and Accountability Act ("HIPAA"), the Federal Information Security Management Act ("FISMA"), the Sarbanes-Oxley Act ("SOX"), the Fair and Accurate Credit Transactions Act ("FACTA") and the Gramm-Leach-Bliley Act ("GLBA").

SECTION 2: TERM

Subject at all times to Section 8 herein, the term of this Agreement shall be 12 months, commencing on the Effective Date and ending 12 months from the effective date. (the “Term”). The Parties, if mutually agreed upon in writing, may extend the Agreement for an additional twelve (12) month period beginning at the conclusion of the Term.

Section 3: COLLECTION SITE INFORMATION

CUSTOMER will provide a permanent drop off location at the following location:

11 South Park Drive
Newton, NJ 07860

CUSTOMER will provide written notice to VINTAGE TECH of any change to the location of the warehousing facility or event site.

The following equipment/materials must be provided by CUSTOMER at the above site:

- **Promotional Advertising**
- **Permanent Drop Off Site for Residential Collection**
- **Primary Contact Person**
- **Secure site for drop off**

SECTION 4: REPORTING

Within thirty (30) days of pick up or delivery of any CUSTOMER materials allowed hereunder, VINTAGE TECH will provide CUSTOMER with a detailed summary of the amount (pounds) of material processed. The materials will be categorized into five categories: monitors, computers, televisions, printers and miscellaneous (Non EED’s and CED’s), and will be sent via email to the following (it being acknowledged that CUSTOMER must provide notice in writing to VINTAGE TECH of a change of contact person for this purpose):

Site Contact Information:

Kenny Jaekel- kjaekel@newtondpw.com
39 Trinity Street
Newton, NJ 07860
973-390-9396

SECTION 5: METHOD OF PAYMENT

VINTAGE TECH will provide the following revenue return to the CUSTOMER for the eligible electronics listed below.

Computers:	\$0.15 per lb.
Laptops:	\$0.15 per lb.
Printers:	\$0.00 per lb.
Miscellaneous:	\$0.00 per lb.
Televisions:	\$0.00 per lb.
Monitors:	\$0.00 per lb.
Household Items:	\$0.00 per lb.

All material will be processed and weighed at VINTAGE TECH'S facility. The processing facility is currently located at:

Vintage Tech, LLC
4601 Bath Street
Philadelphia, PA 19137
630-305-0922

SECTION 6: CHANGES

CUSTOMER or VINTAGE TECH may, from time to time, require or request changes in the scope of services to be performed hereunder, which changes may be reasonably denied by CUSTOMER. Changes which are mutually agreed upon by and between CUSTOMER and VINTAGE TECH shall be incorporated only in written amendments to this Agreement.

SECTION 7: INDEMNIFICATION

VINTAGE TECH its officers, agents, employees, managers, members, partners, contractors, subcontractors and each of their heirs, successors and/or assigns shall indemnify, defend and hold harmless CUSTOMER, its officers, directors, employees, and agents (collectively the "Customer Indemnitees") from and against any and all claims, demands, actions, damages, losses, costs, injuries, obligations, fines, penalties, costs and expenses including attorneys' fees, costs and disbursements at all trial and appellate levels incurred by CUSTOMER, arising out of, based upon, resulting from, by reason of, or in connection with VINTAGE TECHS acts or omissions, including but not limited to breach of any of its representations, covenants and/or other agreements contained in this Agreement as well as any claim of any nature.

VINTAGE TECH'S obligations shall survive the termination or expiration of this Agreement.

Each party shall indemnify, defend and hold harmless the other party, its officers, directors, employees and agents, and its successors and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including reasonable attorneys' fees), whether

foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) acts or omissions of the indemnifying party, its agents or representatives in connection with this Agreement or (ii) failure of indemnifying party to comply with applicable environmental, safety and health laws. The indemnifying party shall also be responsible for any reasonable attorneys' fees and costs incurred by the indemnified party, including such fees and costs incurred in enforcing this indemnification provision. Notwithstanding anything in this section to the contrary, an indemnifying party shall have no duty under this section to the extent that the party seeking indemnification is responsible in whole or in part for the claim giving rise to the request for indemnification. This section shall survive expiration or termination of this Agreement.

During the term of this Agreement, each of VINTAGE TECH and CUSTOMER shall maintain (i) commercial general liability insurance covering such party against any claims arising out of liability for bodily injury, death, and property damage which may arise out of or be based upon any act or omission of such Party, or any of such Party's employees, contractors or agents, under this Agreement, with limits of not less than One Million Dollars (\$1,000,000) annual general aggregate; (ii) automobile insurance coverage with limits of not less than One Million Dollars (\$1,000,000) annual general aggregate; and (iii) workers' compensation and employers' liability insurance in any state in which such Party may be subject to any statutory or other liability arising in any manner whatsoever out of the actual or alleged employment of others. Each Party shall provide the other Party certificates from its insurers with respect to the above coverage requirements upon request.

VINTAGE TECH must maintain general liability insurance in the minimum amount of \$2,000,000.00 per occurrence for any and all claims. Further, VINTAGE TECH shall name the CUSTOMER as an additional insured on its liability insurance, proof of which shall be submitted to the CUSTOMER. The following shall also be provided: Primary & Non-Contributory; Completed Operations for Continuing Operations; and Waiver of Subrogation

CUSTOMER is named as an additional insured on the General Liability policy for both ongoing and completed operations (CG2037 07/04 & CG7202 12/11 or it's equivalents). Coverage afforded to the additional insured will be primary and non-contributory (CG7202 12/11 and CA7735 02/10 or it's equivalents). A waiver of subrogation applies on the General Liability policy (CG7202 12/11 and CA7735 02/10 or it's equivalents).

SECTION 8: TERMINATION

A Party may terminate this Agreement upon written notice to the other Party as follows: (i) in the event the other Party materially breaches this Agreement and fails to cure such breach(es) within thirty (30) days after receipt of written notice describing the breach(es) in reasonable detail; (ii) the filing of bankruptcy, receivership or similar proceedings (voluntarily or involuntarily) by the other Party; (iii) the dissolution, liquidation or other discontinuation of all or a significant part of the other Party's business operations for a continuous period of fifteen (15) days; or (iv) VINTAGE TECH may terminate this Agreement on thirty (30) days written notice to CUSTOMER upon the occurrence (as determined solely by VINTAGE TECH) of any of the following: (a) a material change in commodity prices; (b) OEM funding adjustments which will

negatively affect the profitability of the collection program described herein for VINTAGE TECH; (c) changes in the marketplace which would require VINTAGE TECH to provide and/or fund a new service in order to fulfill this Agreement; (d) a material increase in fuel and/or transportation costs; or (e) an adverse change in costs to VINTAGE TECH related to E-Steward approved downstreams. In the event of a termination of this Agreement for any reason, the Parties will be paid for services performed or amounts due for material processed up to the date of such termination and not thereafter.

SECTION 9: NON-SOLICITATION OF EMPLOYEES

During the term of this Agreement, and for a period of six (6) months following the termination of this Agreement for any reason, neither Party shall, directly or indirectly, acting on its own behalf or on behalf of any other person, partnership, corporation, limited liability company or other entity, solicit or induce, or attempt to solicit or induce, any employee of the other Party to terminate or modify his or her employment with the other Party. Notwithstanding the foregoing, the foregoing shall not (i) apply to any hiring as a result of public solicitations not directly aimed at employees of a Party; or (ii) prevent a Party from hiring any individual who has terminated employment with the other Party and who thereafter contacts such Party on his or her own initiative without any direct or indirect solicitation by or encouragement from such Party.

SECTION 10: NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder:

If to VINTAGE TECH: Vintage Tech, LLC
1105 Windham Parkway
Romeoville IL 60446
President: Karrie Gibson

If to CUSTOMER: **Kenny Jaekel**
City of Newton, NJ
39 Trinity St
Newton, NJ 07860

SECTION 11: GENERAL

- A. Compliance with Laws. The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

- B. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument. Facsimile signatures shall be treated as originals.

- C. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the principles of conflicts of law thereof. .

If suit is brought by a party to this Agreement, the parties agree that trial of such shall be vested exclusively in the state courts of New Jersey in the county in which the CUSTOMER is located, or the United States District Court for the District of New Jersey.

- D. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No provision of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such provision.

- E. Severability. If any provision of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

- F. Costs of Enforcement. In the event of any claims or other causes of action arising from or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable costs and expenses (including, without limitation, attorneys' fees and expenses) from the non-prevailing Party.

- G. Survival. Notwithstanding anything in this Agreement to the contrary, any and all provisions of this Agreement intended to survive the termination of this Agreement shall so survive, including, without limitation, Sections 5, 7 and 10 herein.

VINTAGE TECH, LLC

TOWN OF NEWTON, NJ

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

ITEMS TO BE RECYCLED

Accepted Electronics

Computers	MP3/IPods/etc
Laptops	Phones
Servers	UPS Batteries
Monitors	Copiers
Printers	Typewriters
TV's	Cash Registers
Fax/ Scanners	Networking Equipment
DVD/ Stereos/VCR'S	Satellite Dishes
Video Game Consoles	Cable Boxes
Peripherals-Mice/Keyboards	DVD players
PDA/Cell Phones	VCRs
All Computer Parts	

Household Items

(Accepted, but not funded)

Vacuum cleaner (without bag)	Holiday Lights
Carpet sweepers (corded or Rechargeable)	Massagers
Blenders (Without Glass)	Radios
Mixers	Clocks
Coffee makers	Heaters
Bread makers	Fans
Fryers	Cameras
Irons	Phones
Food sealing equipment, Electric knives	Remotes
Shaving equipment	Toaster Ovens
Hair cutters	Microwaves
Hair dryers	Metal tools (drills, screwdrivers, small saws, sanders, etc)
Tooth brushes	

Non Accept Items

White Goods	Light Bulbs
<input type="checkbox"/> Refrigerators,	Liquids
<input type="checkbox"/> Dish Washers,	Items containing Liquids
<input type="checkbox"/> Stoves, etc.	Household Batteries:
	<input type="checkbox"/> AA, AAA, D, C,
Freon Containing Items	Lithium Batteries
<input type="checkbox"/> Air Conditioners,	VHS Cassette Tapes
<input type="checkbox"/> Dehumidifiers	Mercury Switches
	Thermostat



TOWN OF NEWTON

RESOLUTION #91-2014

May 28, 2014

“Approve Purchase of Info-Cop E-Ticketing System through MCCPC Contract #41”

WHEREAS, Gold Type Business Machines (GTBM) has supplied a quote under MCCPC Contract #41 to the Newton Police Department for the purchase of the Info-Cop E-Ticketing System in the amount of \$18,947.00; and

WHEREAS, the Purchasing Agent and the Chief of Police have recommended the purchase of the Info-Cop E-Ticketing System in the amount of \$18,947.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available to support this project as per the attached certification;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the Info-Cop E-Ticketing System be purchased through Gold Type Business Machines, East Rutherford, NJ through MCCPC Contract #41 in the amount of \$18,947.00.

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 Wednesday, May 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 #: 91-2014

APPROVING: GOLD TYPE BUSINESS MACHINES

FOR THE PURPOSE OF: PURCHASE INFO-COP E-TICKETING SYSTEM

IN THE AMOUNT OF: \$18,947.00

APPROPRIATED BY: GENERAL CAPITAL - ORD.#2014-6

#309140688

\$ 18,947.00

DATED THIS 28TH DAY OF MAY 2014

BY 

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER



TOWN OF NEWTON

RESOLUTION #92-2014

May 28, 2014

"Approve Purchase of Seven (7) SCBA Packs for the Newton Fire Department"

WHEREAS, FFI Professional Safety Services has supplied a quote under NJ State Contract #A80953 to the Newton Fire Department for the purchase of seven (7) SCBA Packs through a FEMA Grant in the amount of \$44,534.00; and

WHEREAS, the Purchasing Agent and the Chief of the Fire Department have recommended the purchase of seven (7) SCBA Packs in the amount of \$44,534.00; and

WHEREAS, the Chief Financial Officer has certified funds are available to support this project as per the attached certification;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that the seven (7) SCBA packs be purchased through FFI Professional Safety Services, Sparta, NJ through NJ State Contract #A80953 in the amount of \$44,534.00.

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 Wednesday, May 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 #: 92-2014

APPROVING: FF1 PROFESSIONAL SAFETY SERVICES

FOR THE PURPOSE OF: PURCHASE 7 FIRE SCBA PACKS

IN THE AMOUNT OF: \$44,534.00

APPROPRIATED BY: FEDERAL & STATE GRANT FUND -

#111220 \$ 44,534.00

DATED THIS 28TH DAY OF MAY 2014

BY *Dawn Babcock*

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER



**TOWN OF NEWTON
RESOLUTION #93-2014**

May 28, 2014

**"Authorize Credits Due Water and Sewer Utility
Accounts"**

WHEREAS, the Water and Sewer Collector has determined the following Water and Sewer Utility Accounts are due credits for the reasons 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 accounts for amounts billed incorrectly due to the reason(s) stated:

DELINQUENT PENALTY ERRONEOUSLY CHARGED:

<u>Account</u>	<u>Address</u>	<u>Amount</u>
16160	100 -104 Merriam Ave.	\$26.38

METER READ INCORRECTLY LAST QUARTER:

<u>Account</u>	<u>Address</u>	<u>Amount</u>
9821	19 Plainfield Ave.	\$340.00

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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #94-2014

May 28, 2014

"Authorize Change Order No. 1 to Cothery Construction Company, Inc., for the Replacement of the Mechanical Bar Screen at the Wastewater Treatment Plant"

WHEREAS, on August 12, 2013 the Newton Town Council adopted Resolution #144-2013, awarding a contract to Cothery Construction Company, Inc., for the Replacement of the Mechanical Bar Screen at the Wastewater Treatment Plant; and

WHEREAS, the Wastewater Engineer, John Scheri, recommends in his memo dated May 20, 2014 approving Change Order No. 1, for the Replacement of the Mechanical Bar Screen at the Wastewater Treatment Plant, which will increase the total contract amount by \$1,847.01 for a new contract total of \$189,017.01; 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, by the Town Council of the Town of Newton that it hereby concurs with the Town Wastewater Engineer's recommendation and accepts Change Order No. 1 for the Replacement of the Mechanical Bar Screen at the Wastewater Treatment Plant; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Cothery Construction Company, Inc., and the Town's Wastewater 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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



May 20, 2014

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

**Re: Replacement of Mechanical Bar Screen
Change Order No.1
HMM No. 314588CE01**

Dear Ms. Millikin:

Attached you will find Change Order No. 1 from Cothery Construction Co. Inc. in the amount of \$1,847.01. Change Order No. 1 is for the furnishing and installing of a section of aluminum "diamond style" cover plate over the influent sewage channel near the newly installed bar screen. The cover piece is needed for operator safety and was an unforeseen condition, as the size of the opening left following removal of the old bar screen could not be determined in advance from the manufacturer's shop drawings. Upon determining the need for the additional work, HMM requested a price from the Contractor. HMM has reviewed the Contractor's pricing and finds it to be reasonable and responsive. We therefore recommend that the additional work be authorized by the Town of Newton. The Allowance Item of \$2,000.00 included in the Contract will be applied to the Contractor's price of \$3,847.01, resulting in a net change in the contract amount of \$1,847.01.

If you have any questions, please call our office.

Very truly yours,

Hatch Mott MacDonald

Jeffrey Rantzer, PE
T 973-912-2586 F 973-376-1072
jeffrey.rantzer@hatchmott.com

JR:ab
Enclosures

cc: John Scheri, P.E.
John Madden



**CONTRACT CHANGE ORDER
TOWN OF NEWTON**

CHANGE ORDER NUMBER: _____
DATE: May 19, 2014
PROJECT TITLE: REPLACEMENT OF MECHANICAL BAR SCREEN
CONTRACT NUMBER: _____

ITEM NO.	DESCRIPTION	UNIT	EXTENSIONS	
			ADDITION	DEDUCTIONS
1	Furnish and install aluminum diamond plate cover over a portion of the channel which is now exposed.	L.S.	\$3,847.01	
2	Deduction for Use of Allowance	L.S.		-\$2,000.00
Total Net Change in Contract Price			\$1,847.01	

ACCEPTED:

VALUE OF THIS CHANGE ORDER: \$1,847.01

 Cothery Construction Co. Inc DATE

PREVIOUS CHANGE ORDERS: \$0.00

RECOMMENDED:

TOTAL CHANGE ORDERS TO DATE: \$1,847.01

 Hatch Mott MacDonald DATE

ORIGINAL CONTRACT BID PRICE: \$187,170.00

APPROVED:

FINAL CONTRACT AMOUNT : \$189,017.01
(Including Change Order Amount)

 Town of Newton DATE

NOTE: All work under this Change Order to be done under applicable provisions of the Contract.
 Change Order not valid unless properly authorized and approved

**Town of Newton Bar Screen
Diamond Plate at Bar Screen Channel**

PCO No. 1 Revised

Labor/Trade	Reg. hours	O.T. hours	Reg. rate	Overtime Rate	Total
Iron Worker	12		\$ 80.56	\$ 120.84	\$ 966.72
Building Trade Laborer Class A	8		\$ 53.22	\$ 79.83	\$ 425.76
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				\$ -	\$ -
				\$ -	\$ -

Labor Subtotal	\$ 1,392.48
Social Security Tax (6.20%)	\$ 86.33
Medicare Tax (1.45%)	\$ 20.19
NJ Payroll Tax (3.00%)	\$ 41.77
FUTA Tax (0.80%)	\$ 11.14
Workers Comp (16.94%)	\$ 235.89
Total Payroll Tax & Workers Comp	\$ 395.33

Equipment Type	QTY	Rate	Total
Pettibone 8042 Telehandler			\$ -
580 Case Backhoe			\$ -
SkyJack SJIII3219 Electric Scissor Manlift			\$ -
Geni Z45/J25 45'Art.Boom Manlift			\$ -
Service Truck w/ tools	1	\$ 150.00	\$ 150.00
Kubota BX23 Backhoe			\$ -
			\$ -
			\$ -
			\$ -
Total Equipment			\$ 150.00

Material description	Quantity	Units	Unit Price	Total
3/8" Diamond Plate	1	4' X 8' Sheet	\$ 895.00	\$ 895.00
3" X 5" Aluminum Angle	1	8' length	\$ 150.00	\$ 150.00
3/8" Stainless Steel Anchor	8	Stud	\$ 6.50	\$ 52.00
2" X 2" Aluminum Angle	1	8' length	\$ 67.00	\$ 67.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Material				\$ 1,164.00

Subcontractor's Name	Quantity	Units	Unit Price	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Sub.				\$ -

Labor+equipment+material	\$ 3,101.81
Overhead(10.00%)	\$ 310.18
Subtotal	\$ 3,411.99
Profit (10.00%)	\$ 341.20
Subtotal (L + E + S)	\$ 3,753.18
General Liability (2.5%)	\$ 93.83
Final Total	\$ 3,847.01



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 #: 94-2014

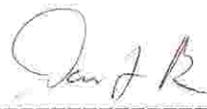
APPROVING: COTHERY CONSTRUCTION CO., INC.

FOR THE PURPOSE OF: C.O.# 1 -INSTALL DIAMOND STYLE COVER
PLATE - MECHANICAL BAR SCREEN AT STP

IN THE AMOUNT OF: \$1,847.01

APPROPRIATED BY: WATER SEWER CAPITAL -
ORD.#2013-10 #6191311 \$1,847.01

DATED THIS 28TH DAY OF MAY 2014

BY 

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER



TOWN OF NEWTON

RESOLUTION #95-2014

May 28, 2014

"To Cancel Capital Appropriation Balances in the General Capital Fund"

WHEREAS, the Town of Newton adopted Resolution #180-2013 on October 28, 2013 in the amount of \$7,800 to establish Preliminary Engineering Costs for the Pool Filtration System Improvements from the General Capital – Capital Improvement Fund; and

WHEREAS, all preliminary expenditures have been charged against the General Capital Bond Ordinance #2014-3 for Pool Improvements, adopted on March 10, 2014 in the amount of \$135,000; and

WHEREAS, it is necessary to formally cancel said balances so the unexpended balances may be returned to each respective Capital Improvement Fund or credited to Fund Balance, and unused debt authorizations may be cancelled.

NOW, THEREFORE BE IT RESOLVED, by a majority of the full membership of the Town Council of the Town of Newton, that the following unexpended and dedicated balances of the General Capital appropriations totaling \$7,800.00 be cancelled:

<u>Resolution Number</u>	<u>Date Auth.</u>	<u>Project Description</u>	<u>Amount Cancelled</u>	
			<u>Funded</u>	<u>Unfunded</u>
180-2013	10/28/13	Preliminary Engineering Pool	\$7,800.00	

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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #96-2014

May 28, 2014

"To Establish Preliminary Engineering Costs for a Lighting Study"

WHEREAS, the Town Council of the Town of Newton hereby acknowledges the requirement of preliminary costs to determine the scope and cost of a proposed undertaking. The purpose of these preliminary costs are for engineering costs related to a lighting study to be conducted in the Spring Street area and adjacent town parking lots and parking areas and that the amount to be charged is for the purpose for which bonds may be issued under Chapter 2 of Title 40A.

NOW, THEREFORE BE IT RESOLVED, by a majority of the full membership of the Town Council of the Town of Newton, that the amount appropriated for preliminary costs shall not exceed \$6,213.00 and the Chief Financial Officer is authorized to set up a reserve for preliminary expenses out of the Capital Improvement Fund of the General Capital Fund. The effective date of this resolution is the date of passage.

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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #97-2014

May 28, 2014

"Appointment of LKM Consulting, LLC for a Feasibility Study for the Potential Regionalization of the Newton DPW"

WHEREAS, the Town of Newton advertised a Request for Proposals for the services of a qualified consultant to complete a Feasibility Study for the potential regionalization of the DPW Department and received several responses; and

WHEREAS, LKM Consulting, LLC has submitted a proposal outlining the services to be provided; and

WHEREAS, after review of all submitted proposals by the RFP Review Committee, the Governing Body has determined that LKM Consulting, LLC is the best candidate for the study; 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 authorizes the Mayor and Clerk to execute an agreement with LKM Consulting, LLC, Morristown, NJ to complete a Feasibility Study for the potential regionalization of the DPW Department in the amount of \$17,750.00; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to LKM Consulting, LLC; and

BE IT FURTHER RESOLVED, that a fully-executed copy of this agreement be kept on file and available for public inspection in the Municipal Clerk's office.

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 Wednesday, May 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 #: 97-2014

APPROVING: LKM CONSULTING, LLC

FOR THE PURPOSE OF: REGIONALIZATION FEASIBILITY STUDY

IN THE AMOUNT OF: \$17,750.00

APPROPRIATED BY: CURRENT FUND -

TOWN MANAGER, REGIONALIZATION	#1050245	\$17,750.00
-------------------------------	----------	-------------

DATED THIS 28TH DAY OF MAY 2014

BY *Dawn L. Babcock*

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER



TOWN OF NEWTON

RESOLUTION #98-2014

May 28, 2014

"Refund of Monies for Taxes, Due to a State Tax Court Judgment for Block 16.03, Lot 7"

WHEREAS, Kates Nussman Rapone Ellis and Farhi, LLP, the attorney representing Janel Newton Ventures, LLC (56 Paterson Avenue) owner of Block 16.03 Lot 7 also known as 56 Paterson Avenue, filed a State Tax Court Appeal to lower the 2012 and 2013 assessment on said block and lot; and

WHEREAS, the Tax Office received, on April 17, 2014, a Judgment which has been issued by the State Tax Court ordering a reduction in assessment for the tax years 2012 and 2013. This order has resulted in a refund of monies in the total amount of \$43,049.25;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that Kates Nussman Rapone Ellis and Farhi, LLP attorney representing Janel Newton Ventures, LLC (56 Paterson Avenue) is entitled to a refund in the amount of \$43,049.25; and

BE IT FURTHER RESOLVED, that the Treasurer be authorized to issue a check in the amount of \$43,049.25 to Kates Nussman Rapone Ellis and Farhi, LLP, the attorney representing Janel Newton Ventures, LLC (56 Paterson Avenue) 190 Moore Street, Suite 306, Hackensack, NJ 07601-7418.

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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #99-2014

May 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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk



TOWN OF NEWTON

RESOLUTION #100-2014

May 28, 2014

"Reappointment of Carole Leonardo to the Newton Housing Authority"

BE IT RESOLVED, by the Town Council of the Town of Newton, that Carole Leonardo is hereby reappointed to a full five-year term on the Newton Housing Authority, effective May 1, 2014 and continuing through April 30, 2019 based on the recommendation of the Housing Authority Executive Director, Dr. Kimberly Iozzi.

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 Wednesday, May 28, 2014.

Lorraine A. Read, RMC
Municipal Clerk