



**AGENDA**  
**NEWTON TOWN COUNCIL**  
**MAY 23, 2011**  
**7:00 P.M.**

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

- IV. APPROVAL OF MINUTES** - MAY 9, 2011 REGULAR MEETING  
MAY 9, 2011 EXECUTIVE SESSION

- V. OPEN TO THE PUBLIC**

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

- VI. COUNCIL & MANAGER REPORTS**

- a. MSN CHALLENGE GRANT

- VII. ORDINANCES**

- a. 2<sup>ND</sup> READING AND PUBLIC HEARING

ORDINANCE 2011-9

AN ORDINANCE TO AMEND CHAPTER 10, TRAFFIC, CHAPTER 11, BUILDINGS AND HOUSING, CHAPTER 13, FIRE PREVENTION AND CHAPTER 21, FEES AND COSTS, OF THE REVISED GENERAL ORDINANCES FOR THE TOWN OF NEWTON

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

**b. INTRODUCTION**

ORDINANCE 2011-10

AN ORDINANCE AUTHORIZING SALE BY PUBLIC AUCTION OF MUNICIPAL LANDS NOT NEEDED FOR PUBLIC USE – WOODSIDE AVENUE

**VIII. OLD BUSINESS**

- a. UTILITY BOARD APPEAL – MAUTONE**
- b. UTILITY BOARD APPEAL – ORICCHIO**
- c. UTILITY BOARD APPEAL – GUILIANO**

**IX. CONSENT AGENDA**

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

- a. RESOLUTION #99-2011\*** APPROVE FIREWORKS DISPLAY AT MEMORY PARK FOR NEWTON DAY 2011
- b. RESOLUTION #100-2011\*** INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2011 TOWN OF NEWTON BUDGET PURSUANT TO NJSA 40A:4-87 (C. 159, PL 1948)
- c. RESOLUTION #101-2011\*** RESOLUTION URGING SUSSEX COUNTY LEGISLATORS TO DRAFT A BILL TO AMEND THE OPEN PUBLIC RECORDS ACT (OPRA)
- d. RESOLUTION #102-2011\*** AUTHORIZING THE TOWN OF NEWTON TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SUSSEX FOR ENFORCEMENT AGENCY SERVICES AS SET FORTH IN THE NJ STATE UNIFORM FIRE CODE REGULATIONS IN ACCORDANCE WITH THE PROVISIONS OF NJSA 40A:65-1 ET SEQ.
- e. RESOLUTION #103-2011\*** APPROVE PARTICIPATION WITH THE STATE OF NEW JERSEY IN A SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY

- |           |                       |   |
|-----------|-----------------------|---|
| <b>f.</b> | RESOLUTION #104-2011* | RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY   |
| <b>g.</b> | RESOLUTION #105-2011* | AUTHORIZE CREDITS DUE WATER AND SEWER UTILITY ACCOUNTS  |
| <b>h.</b> | RESOLUTION #106-2011* | APPROVE BILLS AND VOUCHERS FOR PAYMENT  |
| <b>i.</b> | RESOLUTION #107-2011* | RESOLUTION AND AGREEMENT FOR PROFESSIONAL SERVICES FOR MUNICIPAL PROSECUTOR   |
| <b>j.</b> | PROCLAMATION*         | PUBLIC WORKS WEEK - MAY 15-21, 2011   |
| <b>k.</b> | APPLICATIONS*         | APPLICATION FOR A ON-PREMISE RAFFLE (50/50) FROM THE SUSSEX COUNTY COMMUNITY COLLEGE, 1 COLLEGE HILL ROAD, NEWTON TO BE HELD ON JUNE 30, 2011, JULY 7, 14, 21 AND 28, 2011 AND AUGUST 4 AND 11, 2011 FROM 6:00PM TO 9:00PM AT 1 COLLEGE HILL ROAD, NEWTON, NJ |
|           |                       | APPLICATION FOR MEMBERSHIP TO THE NEWTON FIRE DEPARTMENT FROM MR. JOSHUA PRUITT, 24 WEST END AVENUE, NEWTON, NJ   |

**X. INTERMISSION**

**XI. DISCUSSION**

- a.** GLASS STEAGAL
- b.** TAX EXEMPTION ORDINANCE – DRAFT
- c.** WATER SEWER MASTER PLAN – DRAFT

**XII. OPEN TO THE PUBLIC**

**XIII. COUNCIL & MANAGER COMMENTS**

**XIV. ADJOURNMENT**

# TOWN OF NEWTON

## ORDINANCE #2011-9

### AN ORDINANCE TO AMEND CHAPTER 10, TRAFFIC, CHAPTER 11, BUILDINGS AND HOUSING, CHAPTER 13, FIRE PREVENTION, AND CHAPTER 21, FEES AND COSTS, OF THE REVISED GENERAL ORDINANCES OF THE TOWN OF NEWTON

**BE IT ORDAINED**, by the Town Council of the Town of Newton, that Chapter 10, Traffic, Chapter 11, Buildings and Housing, Chapter 13, Fire Prevention and Chapter 21, Fees and Costs, be amended as follows:

#### **10-14.5f Additional Rules and Regulations**

f. An Annual Merchant Pass will be available for Lot # 5 Eastern Plaza, Lot #4 Central Plaza and Lot #3 Western Plaza parking lots only, for business owners on Spring Street who have a ground floor business located on Spring Street from Union Place to Main Street. The cost for such passes is set forth in subsection 21-1.5c. There will be a maximum allotment of 2 passes per business per year. Annual passes will be valid from 1/1 to 12/31; semi-annual passes are valid from 1/1 to 6/30 or 7/1 to 12/31 and all passes will need to be renewed upon expiration. Parking passes are valid from 8:00am-6:00pm, Monday – Saturday.

#### **11-1.2 Enforcing Agency**

[add to existing text of 11-1.2 in additional paragraph]

In the event the Town of Newton enters into an Interlocal Agreement for services of one or more of said officials and/or inspectors, said services may be provided by another municipality, county or state agency as set forth in such Interlocal Agreement.

#### **13-1.6 Enforcement**

[add to existing text of 13-1.6 in additional paragraph]

In the event the Town of Newton enters into an Interlocal Agreement for enforcement of the fire prevention code and/or the Fire Safety Act, said enforcement services may be provided by another municipality, county or state agency as set forth in such Interlocal Agreement.

#### **21-1.2 Alcoholic Beverage Control (Relating to Chapter 7).**

- a. Plenary retail consumption license  
(7-3.4a) 1,300.00
- b. Plenary retail distribution license  
(7-3.4b) 1,300.00

**21-1.5 Traffic (Relating to Chapter 10).**

## c. Parking lot meter fees (10-14.2):

Parking Passes may be purchased at the Municipal Building for the above metered lots at the following rates:

1. Lot # 5 Eastern Plaza, Lot #4 Central Plaza and Lot #3 Western Plaza
  - a. Monthly 25.00\* plus tax
  - b. Quarterly 75.00\* plus tax
  - c. Annual 269.00\* plus tax
  - d. Merchant Annual 2 for 269.00\* plus tax
  - e. Merchant Semi-annual 2 for 135.00\* plus tax

**21-1.8 Fire Subcode/Prevention (Relating to Chapters 11 and 13).**

In the event the Town of Newton enters into an Interlocal Agreement for Fire Subcode/Prevention services to be provided by another municipality, county or state agency, the fees charged for specific services under this Section 1.8 shall be as set forth in the Fee Schedule published by the host municipality, county or state agency. The Fee Schedule of said host municipality, county or state agency shall supersede any inconsistent fees set forth in this Section and is adopted by reference.

**21-1.10 Utilities (Relating to Chapter 15).**

- p. Additional Water Meter  
(at Owner's request) 250.00 each

**NOTICE**

**TAKE NOTICE** that the above-entitled Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton on May 9, 2011, and said Ordinance was adopted after public hearing at the regular meeting of the Town Council of the Town of Newton held in the Council Chambers, 39 Trinity Street, Newton, New Jersey, on May 23, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk

**ORDINANCE NO. 2011 -10**

**AN ORDINANCE AUTHORIZING SALE BY PUBLIC AUCTION  
OF MUNICIPAL LANDS NOT NEEDED FOR PUBLIC USE**

**WHEREAS**, the Town of Newton has title to certain parcels of real property which are Lots 42.02 and 42.03 in Block 902 as shown on the Newton Tax Map, which parcels are not needed for public use; and

**WHEREAS**, the governing body has determined that said Block 902, Lots 42.02 and 42.03 be sold together at public sale to the highest bidder, or, in the alternative, be sold separately at public sale to the highest bidder(s), subject to the following terms and conditions hereinafter set forth pursuant to N.J.S.A. 40A:12-13.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF NEWTON IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY  
AS FOLLOWS:**

1. That Block 902, Lots 42.02 and 42.03 shall first be offered for sale together to the highest bidder with a minimum bid of FIFTY THOUSAND DOLLARS (\$50,000.00) required for both lots together, pursuant to N.J.S. 40A:12-13.

2. In the event the parcels are not sold together, the parcels (Lots 42.02 and 42.03) shall next be offered for sale separately to the highest bidder with a minimum bid of TWENTY-NINE THOUSAND DOLLARS (\$29,000.00) for Block 902, Lot 42.02 and THIRTY THOUSAND DOLLARS (\$30,000.00) for 902, Lot 42.03, pursuant to N.J.S. 40A:12-13.

3. The sales shall be conducted in the Municipal Building of the Town of Newton, 39 Trinity Street, Newton, New Jersey, on August 2, 2011 at 10:00 a.m.

4. The Governing Body hereby appoints and designates the Newton Town Manager or such other person as the Town Manager shall designate, to conduct the combined, or in the alternative, separate sales of Block 902, Lots 42.02 and 42.03 on behalf of the Governing Body.

5. The parcels placed for sale in this auction shall be auctioned with reservation. No bid shall be accepted in an amount less than FIFTY THOUSAND DOLLARS (\$50,000.00) for Lots 42.02 and 42.03 together. In the alternative and in the event of no sale of the parcels together, then each parcel of Lot 42.02 and Lot 42.03 shall be auctioned separately with no bid accepted in an amount less than TWENTY-NINE THOUSAND DOLLARS (\$29,000.00) for Block 902, Lot 42.02 and THIRTY THOUSAND DOLLARS (\$30,000.00) for 902, Lot 42.03. The auctioneer shall commence the bidding at each auction at the required minimum required bid, beginning with the auction of the parcels together and then, if necessary, continuing with the auctions of the lots separately. The Town of Newton reserves the right, in its sole discretion, to either accept or reject any bid it deems in the Town of Newton's best interests. The Town, in its sole discretion, may accept a lower bid for any reason it deems in the Town's best interests. No bid shall be considered finally accepted until the passage of a Resolution by the Town Council of the Town of Newton as set forth in Paragraph 9 hereof.

6. The higher bidder for both lots together, or, in the alternative, for each lot separately, shall execute separate Offers to Purchase in the form attached hereto at the conclusion of the bidding and pay a deposit by cash, bank check or cashier's check or attorney's trust account check in an amount equal to ten (10%) percent of the highest bid for each lot. The balance of the monies due pursuant to the highest bid and Offer to Purchase shall be paid in cash or certified check on delivery of the Deed, which shall be no later than September 13, 2011 at the offices of the Municipal Attorney, Hollander Strelzik Pasculli Pasculli Hinkes Gacquin

Vandenberg & Hontz, LLC, 40 Park Place, Newton, NJ 07860, or at such other location as mutually agreed upon.

7. The municipality expressly disclaims any and all implied warranties of habitability or usability with respect to both and each of these properties. The highest bidder shall purchase the property in an "as is" condition, having had an ample and sufficient opportunity to inspect said premises, examine its title, and review municipal ordinances and laws effectuating said premises, and that no representations regarding the value, character, quality, habitability or condition thereof, including environmental conditions, have been made to Buyer on behalf of the Town of Newton, prior to making a bid. The highest bidder, after closing, shall be responsible for all present and future defects of any kind in any part of the property. This agreement shall survive the closing of title.

8. The parcels offered for sale in this auction are the same lands and premises which the Town of Newton took title to by virtue of a certain Final Judgment of the Superior Court of New Jersey, Docket No. F-63920-02, dated May 4, 2010, and recorded in the Sussex County Clerk's Office in Deed Book 3249, Page 231&c. A copy of Judgment is attached hereto as **Schedule A**. The Town of Newton shall use in the deed of conveyance the description set forth in **Schedule A**. The highest bidder for each lot shall have the right, at its sole cost and expense, to obtain a new survey of that lot. Provided such survey depicts the lot and is certified to be correct to the Town of Newton, the Town of Newton shall utilize the legal description drawn in accordance with such survey in the Deed of conveyance, provided the highest bidder provides such legal description and a copy of the certified survey to the Town of Newton not less than one week prior to the date set for closing of title.

9. The conveyance of each lot shall be by Bargain and Sale Deed, and each lot shall

be sold subject to covenants, restrictions, conditions, reservations of record, easements established of record, or by prescription, including but not limited to, Deed Book 383, Page 73&c., Deed Book 1537, Page 63&c., Deed Book 1578, Page 89&c., Deed Book 2235, Page 12&c., and Deed Book 2332, Page 108&c., laws, municipal ordinances, water and sewer connection fees, if any, and such state of facts as an accurate survey or inspection of the premises may disclose.

10. The highest bid for both lots together, or, in the alternative, for each lot separately, shall be separately accepted or rejected by a Resolution of the Governing Body no later than the second regular meeting of the Governing Body following the date of such auction sale. No bid may be withdrawn prior to such Resolution.

11. This notice of the auction sale of said lots shall be advertised in the New Jersey Herald at least once a week during two consecutive weeks, the last publication being no earlier than seven days prior to the date of such sale.

Public Notice is hereby given that the above Ordinance was passed on the first reading by the Town Council by the Town of Newton, Sussex County, New Jersey, at a Regular Meeting of said Council, held on May 23, 2011, and that it was adopted after a public hearing regarding the above was held on June 13, 2011, at the Municipal Building, 39 Trinity Street, Newton, New Jersey at 7:00p.m.

---

Kristen S. Becker

Mayor

---

Lorraine A. Read, RMC    Municipal Clerk

PELLEGRINO & FELDSTEIN, L.L.C.  
290 Route 46 West  
Denville, NJ 07834  
973-586-2300  
File No. 11326-09  
Attorneys for Plaintiff(s) TOWN OF NEWTON

FILED  
SUPERIOR COURT OF NJ  
MAY 04 2010

TOWN OF NEWTON,  
Plaintiff,

v.  
Sch-1  
Block 902, Lot 42.02  
Assessed to ANNE M. BADUINI  
Sch-2  
Block 902, Lot 42.03  
Assessed to ANNE M. BADUINI

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
SUSSEX COUNTY

DOCKET NO.: F-63920-09



20100517010095010 1/3  
05/17/2010 02:17:54 PM FIN-J  
Bk: 3249 Pg: 231  
Erma Gormley, County Clerk  
Sussex County, NJ

CIVIL ACTION

FINAL JUDGMENT

The cause being opened to the Court by Michael G. Pellegrino, Esq., attorney for plaintiff, and it appearing that plaintiff filed its complaint pursuant to the provisions of N.J.S.A. 54:5-104.29 et seq., as amended and the rules of this court governing such practice and procedure to foreclose in rem, certain Tax Sale Certificates as follows:

NEWTON TAX FORECLOSURE LIST

Sch No.	Tax Sale Block/Lot Cert. No	Owner on Last Tax Duplicate	Date Cert. Recorded	Mortgage Book & Page
---------	-----------------------------	-----------------------------	---------------------	----------------------

Please see attached Schedule A.

and that notice of this foreclosure suit in the form prescribed by said statute and the rules of this court was published once in the Herald, a newspaper circulating in Newton and the County of Sussex, the municipality wherein the lands to be affected are located, and it further appearing that no answer has been filed in this cause by any persons having or claiming to have a right, title or interest in or to, or lien upon any parcel of land described in the complaint filed herein within the time fixed by said statute, and it appearing that the plaintiff has filed a copy of the complaint and all amendments thereto, in the Office of the Tax Collector of Newton of Sussex County and in the Office of the Register of the County of Sussex, and in the Office of

the Attorney General of the State of New Jersey, and the court having read and considered the verified complaint filed herein, together with the proofs of publication, mailing and posting of said notice of foreclosure, and the affidavit showing that there has been no redemption of any of the Tax Sale Certificates; and the court being satisfied and having determined that there has been a compliance with said statute;

IT IS thereupon, and this 4<sup>th</sup>, day of May, 2010;

ORDERED AND ADJUDGED that all persons having a vested or contingent title or interest in or lien or claim upon or against said lands, including the State of New Jersey, and any agency and political subdivision thereof, and their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title or interest, be barred of the right of redemption and be foreclosed of all prior or subsequent alienation and descents of said lands and encumbrances thereon, and that an absolute and indefeasible estate of inheritance in fee simple in said lands be vested in the plaintiff, Newton, a Municipal Corporation in the County of Sussex and State of New Jersey.

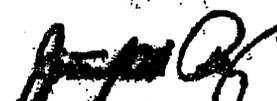
*LAST TRANSFERENCE OF RECORD SCHEDULE*

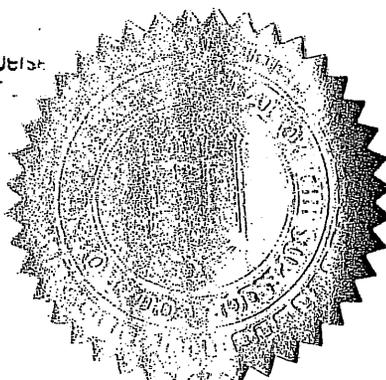
Sch No.	Transferee or Purchase of Title	Deed Dated	Date Recorded	Book & Page Number
1.	ANNE M. BADUINI	10/26/1998	11/24/1998	2332&108
2.	ANNE M. BADUINI	10/26/1998	11/24/1998	2332&108

Respectfully recommended  
 \_\_\_\_\_  
 MARY C. JACOBSON, P.J.Ch.  
 OFFICE OF FORECLOSURE

I, Jennifer M. Perez, Esq., Acting Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the FINAL JUDGMENT now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Trenton, this 4<sup>th</sup> day of May Two Thousand 10

  
 JENNIFER M. PEREZ, ESQ.  
 Acting Clerk of Superior Court



**OFFER TO PURCHASE  
BLOCK 902, LOTS 42.02 AND 42.03**

1. The Undersigned hereby irrevocably offers to purchase from the Town of Newton Lots 42.02 and 42.03 in Block 902 as shown on the Town of Newton Tax Map and as further described on **Schedule A**, attached hereto and made a part hereof, for the total sum of \_\_\_\_\_ [ Note minimum bid of \$50,000.00].

2. A bank check, certified check, attorney trust account check or cash for ten percent (10%) of the purchase price, payable to the "Town of Newton", is attached hereto, and shall be held in escrow by the law firm of Hollander Strelzik, et al., and disbursed in accord with this Offer.

3. The balance of the purchase price shall be paid at the closing and upon delivery of the Deed, in cash, certified check, or bank check.

4. The closing will take place on September 13, 2011, at the offices of the municipal attorney, Hollander Strelzik, et al., 40 Park Place, Newton, New Jersey, or at such other location as is mutually agreed upon.

5. The conveyance of each lot shall be by Bargain and Sale Deed, and each lot shall be sold subject to covenants, restrictions, conditions, reservations of record, easements established of record, or by prescription, including but not limited to, Deed Book 383, Page 73&c., Deed Book 1537, Page 63&c., Deed Book 1578, Page 89&c., Deed Book 2235, Page 12&c., and Deed Book 2332, Page 108&c., laws, municipal ordinances, water and sewer connection fees, if any, and such state of facts as an accurate survey or inspection of the premises may disclose.

6. The Town of Newton will use in the deed(s) of conveyance the premises description on **Schedule A** attached hereto. The Buyer shall have the right, at its sole cost and expense, to obtain a new survey of the property. Provided such survey depicts the property and is certified to be correct to the Town of Newton, the Town of Newton shall utilize the legal description drawn in accordance with such survey in the Deed of conveyance, provided the undersigned bidder provides such legal description and a copy of the certified survey to the Town of Newton not less than one week prior to the date set for closing of title.

7. This Offer shall not be deemed accepted until the adoption of a Resolution by the Newton Town Council, which shall take place no later than its second regular meeting following the date hereof. This Offer may not be withdrawn prior to such Resolution.

8. The Buyer has executed this Offer to Purchase with full knowledge as to the value of the land, buildings and improvements thereon, which buildings and improvements thereon, if any, are sold in an "as is" condition. The Buyer, by the execution of this Offer to Purchase, acknowledges that they have had the opportunity and have inspected the premises, examined its title, reviewed municipal ordinances and laws affecting the premises, and that no representations regarding the value, character, quality, habitability or condition thereof (including environmental conditions) have been made by or on behalf of the Town of Newton. The Buyer further acknowledges that the municipality has expressly and does expressly disclaim any and all implied warranties of habitability or usability with respect to this property. The Buyer agrees that by the execution of this Offer to Purchase to be responsible, after closing, for all present and future defects of any kind in any part of the property and to indemnify and hold harmless the Town of Newton regarding such present and future defects. This agreement shall survive the closing of title.

9. In the event that time shall be made of the essence in regard to this Offer, such Notice shall be sufficient and reasonable if mailed by ordinary mail to the address of the Undersigned as set forth herein, if such Notice making time of the essence shall direct the closing to be held at the time and place provided therein on a date not less than ten (10) days from the date of mailing of such Notice.

10. The Buyer represents that this is a non-contingent offer and that the Buyer has sufficient cash which will enable the Buyer to fully consummate this transaction without the requirement of approval by any lending institution.

11. In the event the Undersigned does not close title on or before September 13, 2011, or any extended closing date agreed upon in writing by the municipality, or if the Undersigned defaults hereunder, the Undersigned agrees that it would be impossible to accurately ascertain the actual damages the municipality would suffer, this Agreement may be deemed terminated by the Town of Newton and the Town of Newton shall be entitled to retain all sums paid by the Undersigned hereunder, as liquidated damages, and not in the nature of a penalty, and thereupon neither the Undersigned nor the municipality shall have any further rights against or obligations to the other hereunder.

12. THE THREE DAY ATTORNEY REVIEW PERIOD DOES NOT APPLY TO THIS TRANSACTION. By the execution of this Offer, the Undersigned acknowledges that they have had the opportunity to consult and have consulted with separate and independent counsel of their own choice in regard to the rights and obligations hereunder.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name(s) Above

\_\_\_\_\_  
Address

\_\_\_\_\_  
Town, State, Zip

\_\_\_\_\_  
Telephone Number

Buyer's Legal Representation:

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Town, State, Zip

\_\_\_\_\_  
Telephone Number

**OFFER TO PURCHASE  
BLOCK 902, LOT 42.02**

1. The Undersigned hereby irrevocably offers to purchase from the Town of Newton Lot 42.02 in Block 902 as shown on the Town of Newton Tax Map and as further described on **Schedule A**, attached hereto and made a part hereof, for the sum of \_\_\_\_\_ [ Note minimum bid of \$29,000.00]

2. A bank check, certified check, attorney trust account check or cash for TEN PER CENT (10%) of the purchase price, payable to the "Town of Newton", is attached hereto, and shall be held in escrow by the law firm of Hollander Strelzik, et al., and disbursed in accord with this Offer.

3. The balance of the purchase price shall be paid at the closing and upon delivery of the Deed, in cash, certified check, or bank check.

4. The closing will take place on September 13, 2011, at the offices of the municipal attorney, Hollander Strelzik, et al., 40 Park Place, Newton, New Jersey, or at such other location as is mutually agreed upon.

5. The conveyance of each lot shall be by Bargain and Sale Deed, and each lot shall be sold subject to covenants, restrictions, conditions, reservations of record, easements established of record, or by prescription, including but not limited to, Deed Book 383, Page 73&c., Deed Book 1537, Page 63&c., Deed Book 1578, Page 89&c., Deed Book 2235, Page 12&c., and Deed Book 2332, Page 108&c., laws, municipal ordinances, water and sewer connection fees, if any, and such state of facts as an accurate survey or inspection of the premises may disclose.

6. The Town of Newton will use in the deed of conveyance the premises description on **Schedule A** attached hereto. The Buyer shall have the right, at its sole cost and expense, to obtain a new survey of the property. Provided such survey depicts the property and is certified to be correct to the Town of Newton, the Town of Newton shall utilize the legal description drawn in accordance with such survey in the Deed of conveyance, provided the undersigned bidder provides such legal description and a copy of the certified survey to the Town of Newton not less than one week prior to the date set for closing of title.

7. This Offer shall not be deemed accepted until the adoption of a Resolution by the Newton Town Council, which shall take place no later than its second regular meeting following the date hereof. This Offer may not be withdrawn prior to such Resolution.

8. The Buyer has executed this Offer to Purchase with full knowledge as to the value of the land, buildings and improvements thereon, which buildings and improvements thereon, if any, are sold in an "as is" condition. The Buyer, by the execution of this Offer to Purchase, acknowledges that they have had the opportunity and have inspected the premises, examined its title, reviewed municipal ordinances and laws affecting the premises, and that no representations regarding the value, character, quality, habitability or condition thereof (including environmental conditions) have been made by or on behalf of the Town of Newton. The Buyer further acknowledges that the municipality has expressly and does expressly disclaim any and all implied warranties of habitability or usability with respect to this property. The Buyer agrees that by the execution of this Offer to Purchase to be responsible, after closing, for all present and future defects of any kind in any part of the property and to indemnify and hold harmless the Town of Newton regarding such present and future defects. This agreement shall survive the closing of title.

9. In the event that time shall be made of the essence in regard to this Offer, such Notice shall be sufficient and reasonable if mailed by ordinary mail to the address of the Undersigned as set forth herein, if such Notice making time of the essence shall direct the closing to be held at the time and place provided therein on a date not less than ten (10) days from the date of mailing of such Notice.

10. The Buyer represents that this is a non-contingent offer and that the Buyer has sufficient cash which will enable the Buyer to fully consummate this transaction without the requirement of approval by any lending institution.

11. In the event the Undersigned does not close title on or before September 13, 2011, or any extended closing date agreed upon in writing by the municipality, or if the Undersigned defaults hereunder, the Undersigned agrees that it would be impossible to accurately ascertain the actual damages the municipality would suffer, this Agreement may be deemed terminated by the Town of Newton and the Town of Newton shall be entitled to retain all sums paid by the Undersigned hereunder, as liquidated damages, and not in the nature of a penalty, and thereupon neither the Undersigned nor the municipality shall have any further rights against or obligations to the other hereunder.

12. THE THREE DAY ATTORNEY REVIEW PERIOD DOES NOT APPLY TO THIS TRANSACTION. By the execution of this Offer, the Undersigned acknowledges that they have had the opportunity to consult and have consulted with separate and independent counsel of their own choice in regard to the rights and obligations hereunder.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name(s) Above

\_\_\_\_\_  
Address

\_\_\_\_\_  
Town, State, Zip

\_\_\_\_\_  
Telephone Number

Buyer's Legal Representation:

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Town, State, Zip

\_\_\_\_\_  
Telephone Number

**OFFER TO PURCHASE  
BLOCK 902, LOT 42.03**

1. The Undersigned hereby irrevocably offers to purchase from the Town of Newton Lot 42.03 in Block 902 as shown on the Town of Newton Tax Map and as further described on **Schedule A**, attached hereto and made a part hereof, for the sum of \_\_\_\_\_ [ Note minimum bid of \$30,000.00].

2. A bank check, certified check, attorney trust account check or cash for ten percent (10%) of the purchase price, payable to the "Town of Newton", is attached hereto, and shall be held in escrow by the law firm of Hollander Strelzik, et al., and disbursed in accord with this Offer.

3. The balance of the purchase price shall be paid at the closing and upon delivery of the Deed, in cash, certified check, or bank check.

4. The closing will take place on September 13, 2011, at the offices of the municipal attorney, Hollander Strelzik, et al., 40 Park Place, Newton, New Jersey, or at such other location as is mutually agreed upon.

5. The conveyance of each lot shall be by Bargain and Sale Deed, and each lot shall be sold subject to covenants, restrictions, conditions, reservations of record, easements established of record, or by prescription, including but not limited to, Deed Book 383, Page 73&c., Deed Book 1537, Page 63&c., Deed Book 1578, Page 89&c., Deed Book 2235, Page 12&c., and Deed Book 2332, Page 108&c., laws, municipal ordinances, water and sewer connection fees, if any, and such state of facts as an accurate survey or inspection of the premises may disclose.

6. The Town of Newton will use in the deed of conveyance the premises description on **Schedule A** attached hereto. The Buyer shall have the right, at its sole cost and expense, to obtain a new survey of the property. Provided such survey depicts the property and is certified to be correct to the Town of Newton, the Town of Newton shall utilize the legal description drawn in accordance with such survey in the Deed of conveyance, provided the undersigned bidder provides such legal description and a copy of the certified survey to the Town of Newton not less than one week prior to the date set for closing of title.

7. This Offer shall not be deemed accepted until the adoption of a Resolution by the Newton Town Council, which shall take place no later than its second regular meeting following the date hereof. This Offer may not be withdrawn prior to such Resolution.

8. The Buyer has executed this Offer to Purchase with full knowledge as to the value of the land, buildings and improvements thereon, which buildings and improvements thereon, if any, are sold in an "as is" condition. The Buyer, by the execution of this Offer to Purchase, acknowledges that they have had the opportunity and have inspected the premises, examined its title, reviewed municipal ordinances and laws affecting the premises, and that no representations regarding the value, character, quality, habitability or condition thereof (including environmental conditions) have been made by or on behalf of the Town of Newton. The Buyer further acknowledges that the municipality has expressly and does expressly disclaim any and all implied warranties of habitability or usability with respect to this property. The Buyer agrees that by the execution of this Offer to Purchase to be responsible, after closing, for all present and future defects of any kind in any part of the property and to indemnify and hold harmless the Town of Newton regarding such present and future defects. This agreement shall survive the closing of title.

9. In the event that time shall be made of the essence in regard to this Offer, such Notice shall be sufficient and reasonable if mailed by ordinary mail to the address of the Undersigned as set forth herein, if such Notice making time of the essence shall direct the closing to be held at the time and place provided therein on a date not less than ten (10) days from the date of mailing of such Notice.

10. The Buyer represents that this is a non-contingent offer and that the Buyer has sufficient cash which will enable the Buyer to fully consummate this transaction without the requirement of approval by any lending institution.

11. In the event the Undersigned does not close title on or before September 13, 2011, or any extended closing date agreed upon in writing by the municipality, or if the Undersigned defaults hereunder, the Undersigned agrees that it would be impossible to accurately ascertain the actual damages the municipality would suffer, this Agreement may be deemed terminated by the Town of Newton and the Town of Newton shall be entitled to retain all sums paid by the Undersigned hereunder, as liquidated damages, and not in the nature of a penalty, and thereupon neither the Undersigned nor the municipality shall have any further rights against or obligations to the other hereunder.

12. THE THREE DAY ATTORNEY REVIEW PERIOD DOES NOT APPLY TO THIS TRANSACTION. By the execution of this Offer, the Undersigned acknowledges that they have had the opportunity to consult and have consulted with separate and independent counsel of their own choice in regard to the rights and obligations hereunder.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Full Name(s) Above

\_\_\_\_\_  
Address

\_\_\_\_\_  
Town, State, Zip

\_\_\_\_\_  
Telephone Number

Buyer's Legal Representation:

\_\_\_\_\_  
Name of Attorney

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Town, State, Zip

\_\_\_\_\_  
Telephone Number



## TOWN OF NEWTON

### RESOLUTION #99-2011

May 23, 2011

**“Approve Fireworks Display at Memory Park for Newton Day 2011”**

**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 11, 2011 as part of the annual “Newton Day” celebration with a rain-date of June 18, 2011; and

**WHEREAS**, Newton Fire Official Joseph C. Inga has advised that 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 June 11, 2011, with a rain-date of June 18, 2011 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 Newton Fire Official 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 Monday, May 23, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #100-2011

May 23, 2011

**"Insertion of Special Items of Revenue in the 2011 Town of Newton Budget Pursuant to NJSA 40A:4-87 (C. 159, PL 1948)"**

**WHEREAS**, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any Municipality, when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation of equal amount; and

**WHEREAS**, the Town of Newton received payment in the amount of \$12,451.78 from the State of New Jersey Solid Waste Administration for a FY2011 Clean Community Grant;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton hereby requests the Director of the Division of Local Government Services approve the insertion of the following item of revenue in the 2011 Budget of the Town of Newton which is now available as revenue from:

Miscellaneous Revenues:

Section F: Special Items of Revenue

Public and Private Revenues Off-set with Appropriations:

State of New Jersey Clean Community Grant \$12,451.78

**BE IT FURTHER RESOLVED** that the following like sum be and the same is hereby appropriated under the caption of:

General Appropriations:

(A) Operations - Excluded from CAPS

Public and Private Programs Off-Set by Revenues:

State of New Jersey Clean Community Grant

Parks & Playgrounds

Salaries and Wages \$12,451.78

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, May 23, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk

DEPARTMENT OF THE TREASURY  
 STATE OF NEW JERSEY  
 TRENTON, NEW JERSEY 08625-0221

**REMITTANCE ADVICE**

ORGANIZATION NAME PAYMENT FOR	TELEPHONE #	DOCUMENT #	ACCOUNT NUMBER	AMOUNT
SOLID WASTE ADMINISTRATION FY2011 CLEAN COMMUNITIES GR	609-984-7744	4900CC13456	4900-765-042-4900-004-V42Y-6020	1245178
QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE. TOTAL				1245178

CHECK NUMBER **0T0001233270** DATE **04/29/11** PAYEE **NEWTON TOWN**  
 OMB022 (REV. 01/26/2010) DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT

REMOVE DOCUMENT ALONG THIS PERFORATION

THE FACE OF THIS DOCUMENT HAS A MULTICOLORED BACKGROUND AND MULTIPLE SECURITY FEATURES



Department Of The Treasury  
 STATE OF NEW JERSEY  
 Trenton, New Jersey 08625-0221  
**CLEAN COMMUNITIES ACCOUNT FD**

CHECK NUMBER  
**T 0001233270**  
 DATE APRIL 29, 2011  
 VOID 180 Days After This Date

**PAY** Twelve Thousand Four Hundred Fifty One and 78/100 Dollars

000031126744  
 ACHOVIA BANK

To The  
 Order Of: **NEWTON TOWN**  
**39 TRINITY ST**  
**NEWTON NJ 07860 1823**

\$ \*\*\*\*\*12,451.78  
 Audited, Allowed and Payment Warranted  
*Charles M. Hobbs*  
 DIRECTOR  
 Payment Directed  
*[Signature]*  
 STATE TREASURER

0001233270 0212000251 2000031126744



## TOWN OF NEWTON

### RESOLUTION #101-2011

May 23, 2011

### “Resolution Urging Sussex County Legislatures to Draft a Bill to Amend the Open Public Records Act”

**WHEREAS**, the Open Public Records Act (OPRA) (N.J.S.A. 47:1A-1 et seq.) was adopted to assure the public's access to sufficient information to enable it to understand and evaluate the actions of public bodies by making accessible for inspection or copying all government records; and

**WHEREAS**, since the adoption of OPRA, there has been an escalating series of requests by private sector firms from all over the nation for voluminous public records, already freely accessible to the general public through government websites, with the intent of selling said information to the general public for a profit; and

**WHEREAS**, said information is already freely available to the public on government websites; and

**WHEREAS**, this information freely obtained for resale to the public involves an extra cost to the general public, once upon its creation by government employees, second upon extraction, copying and frequently, conversion to specific formats by government employees, and thirdly by sale to the same public who have already paid twice for this information; and

**WHEREAS**, this constitutes additional substantial costs to the taxpaying public solely to benefit a private entity; and

**WHEREAS**, in the new renaissance of fiscal responsibility, unnecessary expenses by government should strictly be curtailed.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Newton as follows that the current Open Public Records Act be amended to preserve its original intent and reduce expenses to the public by providing that in situations where the requested documents are already available to the public on a downloadable government website, regardless of format, a referral of the requestor to said website shall fully comply with the OPRA obligation of the governmental unit, with no need to convert the data contained therein to any other format; and

**BE IT FURTHER RESOLVED** that the Newton Town Council requests as follows:

1. That our local legislators draft and introduce such legislation; and
2. That the President of the State Senate and the Speaker of the State Assembly urge adoption of such legislation; and
3. That Governor Chris Christie sign and execute such legislation upon its adoption; and
4. That all Counties in the State and municipalities in the County of Sussex adopt and distribute similar Resolutions; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution be sent to Honorable Chris Christie, Governor, State of New Jersey, State House, P.O. Box 001, Trenton, NJ 08625; Honorable Stephen M. Sweeney, President, NJ State Senate, 935 Kings Highway, Suite 400, West Deptford, NJ 08086; Honorable Sheila Y. Oliver, Speaker of the NJ State Assembly, 15-33 Halsted Street, Suite 202, East Orange, NJ 07018; Honorable Steven V. Oroho, State Senator, 115 Demarest Road, Suite 2B, Sparta, NJ 07871; Honorable Gary R. Chiusano, State Assemblyman, 115 Demarest Road, Suite 2B, Sparta, NJ 07871; Honorable Alison Littell McHose, State Assemblywoman, 115 Demarest Road, Suite 2B, Sparta, NJ 07871; the Board of Chosen Freeholder in the County of Sussex; and all Municipal Clerks in the County of Sussex.

**CERTIFICATION**

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, May 23, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #102-2011

May 23, 2011

**“Authorizing the Town of Newton to Enter into an Agreement with the County of Sussex for Enforcement Agency Services as set Forth in the NJ State Uniform Fire Code Regulations in Accordance with the Provisions of N.J.S.A. 40A:65-1 et seq.”**

**WHEREAS**, the Town of Newton desires to work with various governmental agencies and entities in order to realize mutual cost savings through joint agreements for public services; and

**WHEREAS**, the State of New Jersey has adopted the “Uniform Fire Safety Act” for the purpose of establishing fire safety standards and to safeguard the lives and property of New Jersey’s citizens from fire and explosion; and

**WHEREAS**, the “*New Jersey Regulations for Fire Code Enforcement*” permits the County Fire Marshall to be the County Enforcing Agency with the right to inspect all County and autonomous County facilities and in addition, to inspect life hazard uses or enforce the Code fully on behalf of a municipality or fire department or fire district when so designated; and

**WHEREAS**, the Town of Newton and the County of Sussex have arrived at an understanding regarding the provisions of Enforcing Agency services through the Sussex County Fire Marshall for a period of four (4) years, as more fully set forth in a Shared Services Agreement, a copy of which is attached hereto; and

**WHEREAS**, the parties have the authority to enter into this Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Newton, that the Mayor and Municipal Clerk are hereby authorized to execute the attached Shared Services Agreement between the Town of Newton and the County of Sussex; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be forwarded to Elaine A. Morgan, Clerk of the Board of Chosen Freeholders, One Spring Street, Newton, NJ 07860; Joseph C. Inga, Sussex County Fire Marshall; Michael F. Strada, Sussex County Sheriff; John H. Eskilson, Sussex County Administrator; Dennis R. McConnell, Esq., Sussex County Counsel; Sanford Hollander, Esq., Town Attorney; and Thomas H. Neff, Director, NJ Division of Local Government Services, P.O. Box 803, Trenton, NJ 08625.

### **CERTIFICATION**

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, May 23, 2011.

---

Lorraine A. Read, RMC  
Deputy Municipal Clerk

## SHARED SERVICES AGREEMENT

This Shared Services Agreement entered into this 23<sup>rd</sup> day of May, 2011 by and between the **County of Sussex**, a political subdivision of the State of New Jersey, having its principle offices at One Spring Street, Newton, New Jersey 07860, (hereinafter referred to as "County"); and

The **Town of Newton**, a municipal corporation of the State of New Jersey, having its offices located at 39 Trinity Street, Newton, NJ 07860, (hereinafter referred to as "Town").

### RECITALS

**WHEREAS**, County of Sussex presently has a Certified Fire Marshal who performs certain services for the County under the LEA,, local enforcement agency as set forth in NJ State Uniform Fire Code and Regulations for Fire Code Enforcement; and

**WHEREAS**, N.J.S.A. 40A:65-4 et seq. authorizes a County and a municipality to enter into contracts for the joint provision of any service which any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the Town of Newton is in need of an individual to work for the Town in the same capacity; and

**WHEREAS**, the County of Sussex and the Town of Newton have determined that it would be mutually beneficial to enter into a Shared Services Agreement whereby the County's Fire Marshal would perform the similar services to the Town; and

**WHEREAS**, the parties to this Shared Services Agreement desire to enter into an agreement effective July 1, 2011 through June 30, 2015 which will allow the County's Fire Marshal to share office hours with the Town of Newton on Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.; and

**WHEREAS**, the County of Sussex is prepared to provide the services contemplated by this Shared Services Agreement to the Town of Newton for a period of four (4) years, with any renewal of this Shared Services Agreement to be the subject of evaluation, review, and approval by the County of Sussex and the Town of Newton; and

**WHEREAS**, the County of Sussex is prepared to provide the services contemplated by this Shared Services Agreement to the Town of Newton with the understanding and agreement that the County Fire Marshal is currently employed by the County of Sussex and can perform services for the Town of Newton without delaying his work performance within the County Fire Marshal's Office in response to requirements of the County of Sussex; and

**WHEREAS**, the County Fire Marshal will not be involved in reviewing any action that would come before the County Fire Marshal for approval, and in those instances the Town of Newton will engage an autonomous Fire Marshal that is independent of this Agreement to perform all actions requiring review that would come before the County Fire Marshal for approval including but not limited to municipal or private projects that may require approval from the County Fire Marshal.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, understanding and agreements contained in this Shared Services Agreement and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by all parties, it is agreed by and between the parties as follows:

Effective July 1, 2011, County of Sussex LEA, Fire Marshal will perform services for the Town of Newton in accordance with NJ State Uniform Fire Code and Regulations for Fire Code Enforcement including, but not limited to the following:

- Municipal Life Hazard and Non-Life Hazard Buildings;
  - Buildings within the Municipality that fall under the policies of the New Jersey Division of Fire Safety Bureau of Fire Department Services;
  - Specifically excluded from here are certified smoke and carbon monoxide inspections;
  - County Fire Marshal shall utilize the Enforsys System for record keeping; and
  - County Fire Marshal shall supply quarterly reports to the Municipality and shall be responsible for invoicing of all fees, costs and penalties.
1. Appropriate Fees, Penalties and Violations monies collected from the Municipality for life-hazard code work would go to the State of New Jersey, Division of Fire Safety (SNJDFS) and the SNJDFS would pay the appropriate percentage to Sussex County LEA, Fire Marshal on behalf of the Municipality, pursuant to the fee schedule attached hereto and made a part hereof.
  2. All buildings owned/leased that are occupied by the municipality, including firehouses, the Board of Education building and EMS stations shall be exempt from any inspection/permit fees.
  3. The fee schedule attached hereto and made a part hereof shall be the inspection fees for all Non-Life Hazard Use businesses. All other fees (Life Hazard Use and Permits) are governed in Sub-Chapter 2 of the Uniform Fire Code of the State of New Jersey. All penalties and fees collected shall be deposited into a dedicated account for the Sussex County Fire Marshal's Office and be used for the purpose of enforcing the Fire Safety Act as outlined in 52:27D-203 of the Uniform Fire Code of the State of New Jersey.

4. In lieu of the onetime fee of \$1,500.00 to input/transfer data into the Enforsys System, the Town of Newton shall provide the Sussex County Fire Marshal with the PC-19 Tough Book Note Book currently being utilized in the Town of Newton for inspections.
5. The Sussex County LEA, Fire Marshal has acquired New Jersey State certification for fire inspection and training to enforce the Uniform Fire Code and Regulations for Fire Code Enforcement.
6. Hourly rate based upon official's fringe benefit percentage of salary base paid to the County LEA, Fire Marshal from the County of Sussex, with appropriate adjustments for increased costs of benefits during the term of this Agreement, will be paid for code work not covered by the State of New Jersey, Division of Fire Safety. The Sussex County LEA, Fire Marshal and the Municipality will discuss and agree upon the degree of work and number of hours prior to start of such work.
7. The Sussex County LEA, Fire Marshal is an employee of the County of Sussex and therefore, the County of Sussex shall at all times be responsible for its employee. The County of Sussex shall maintain all required Workers Compensation Insurance and Liability coverage for County employees. The Fire Marshal shall not be considered an employee of the Town of Newton.
8. The County of Sussex shall hold the Town of Newton harmless for any and all acts of the Fire Marshal. The Town of Newton shall hold the County Fire Marshal harmless for any and all acts of the Town of Newton.
9. In no event shall this Agreement be interpreted to include an expiration date which violates any present or future New Jersey law or regulation.
10. Maintenance of Records:
  - a. All active files, records and support documentation shall be maintained on file in the offices of the LEA, Fire Marshal of the County of Sussex.
  - b. When files, records and support documentation are closed from active status, the materials shall be maintained at the County of Sussex LEA Fire Marshal location.
  - c. The Municipality and the County of Sussex LEA will arrange for duplicate records to be delivered to either party when requested.
11. Either the County of Sussex or Municipality may terminate this Agreement upon ninety (90) days written notice to the other party, as well as, notification to the Department of Community Affairs, Division of Fire Safety.

**IN WITNESS THEREOF**, the County of Sussex and the Town of Newton, by and through its duly authorized representatives, have hereunder executed this Shared Services Agreement.

**COUNTY OF SUSSEX**

**TOWN OF NEWTON**

---

Richard A. Zeoli  
Freeholder Director

---

Kristen S. Becker, Mayor  
Town of Newton

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

Attest:

Attest:

---

Elaine A. Morgan  
Clerk of the Board

---

Lorraine A. Read, RMC  
Municipal Clerk

# Fee Schedule

## Non-Life Hazards Use:

In addition to the registrations required by the Uniform Fire Code, the following non-life hazard uses shall register with the Bureau of Fire Prevention. These uses shall be inspected once per year and pay an annual fee. The following is the fee schedule for non-life hazard uses:

### A. Assembly

A-1	Eating establishment; under 50	30.00
A-2	Take-out food service (no eating)	30.00
A-3	Church or synagogue	30.00
A-4	Recreation centers, multi-purpose rooms, etc.; fewer than 100	55.00
A-5	Court rooms, libraries, fraternal organizations, condominium centers; fewer than 100	55.00
A-6	Senior citizen centers; fewer than 200	55.00

### B. Business/Professional

B-1	Professional use; 1 and 2 story; less than 5,000 square feet, per floor	30.00
B-2	1 and 2 story; more than 5,000 square feet, per floor	55.00
B-3	1 and 2 story; more than 10,000 square feet, per floor	80.00
B-4	3 to 5 story; less than 5,000 square feet, per floor	105.00
B-5	3 to 5 story; more than 5,000 square feet, per floor	155.00
B-6	3 to 5 story; over 10,000 square feet, per floor	225.00

### C. Retail (mercantile)

M-1	1 and 2 story; less than 5,000 square feet, per floor	65.00
M-2	1 and 2 story; more than 5,000 square feet, less than 10,000 square feet, per floor	95.00
M-3	1 and 2 story; less than 5,000 square feet, per floor	120.00
M-4	3 to 5 story; less than 5,000 square feet, per floor	155.00
M-5	3 to 5 story; more than 5,000 square feet, less than 10,000 square feet, per floor	180.00
M-6	3 to 5 story; over 10,000 square feet, per floor	205.00

With the exception of hardware stores, 3,000 square feet, retail stores over 12,000 square feet are life hazard uses.

**D. Manufacturing (factory)**

F-1	1 and 2 story; less than 5,000 square feet, per floor	80.00
F-2	1 and 2 story; more than 5,000 square feet, less than 10,000 square feet, per floor	105.00
F-3	1 and 2 story; more than 10,000 square feet, per floor	155.00
F-4	3 to 5 story; less than 5,000 square feet, per floor	180.00
F-5	3 to 5 story; more than 5,000 square feet, less than 10,000 square feet, per floor	205.00
F-6	3 to 5 story; over 10,000 square feet, per floor	255.00

**E. Storage (Moderate hazard, S-1; Low hazard, S-2)**

S-1	1 and 2 story; less than 5,000 square Feet, per floor	55.00
S-2	1 and 2 story; more than 5,000 square Feet, less than 10,000 square feet, Per floor	105.00
S-3	1 and 2 story; more than 10,000 square Feet, per floor	155.00
S-4	3 to 5 story; less than 5,000 square Feet, per floor	180.00
S-5	3 to 5 story; more than 5,000 square Feet, per floor	205.00
S-6	3 to 5 story; over 10,000 square feet, Per floor	255.00

Exceptions, life hazard uses.

**F. Residential (LEA listed with multi-family BHI). Fee is for each building.**

R-1	1 to 6 units	25.00
R-2	7 to 12 units	50.00
R-3	13 to 20 units	75.00
R-4	21 to 50 units	100.00
R-5	For each a dditional unit	2.00



## TOWN OF NEWTON

### RESOLUTION #103-2011

May 23, 2011

**“Approve Participation with the State of New Jersey in a Safe and Secure Communities Program Administered by the Division of Criminal Justice, Department of Law and Public Safety”**

**WHEREAS**, the Town of Newton wishes to apply for funding for a project under the Safe and Secure Communities Program (Grant # P-5202-11); and

**WHEREAS**, the Town Council of the Town of Newton has reviewed the application and has approved said request; and

**WHEREAS**, the project is a joint effort between the Department of Law and Public Safety and the Town of Newton for the purpose described in said application;

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

- 1) As a matter of public policy, the Town of Newton wishes to participate to the fullest extent possible with the Department of Law and Public Safety;
- 2) The Attorney General will receive funds on behalf of the applicant;
- 3) The Division of Criminal Justice shall be responsible for the receipt and review of the application for said funds;
- 4) The Division of Criminal Justice shall initiate allocations to each applicant as authorized;

**BE IT FURTHER RESOLVED**, that the Town Manager is hereby authorized to execute any and all documents necessary to effectuate the funding for the Safe and Secure Communities Program Grant No. P-5202-11.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, May 23, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #104-2011

May 23, 2011

### “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-70967/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 attached and made part of this resolution:
- 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.
- 7) In the event said items do not receive a minimum bid, they may be destroyed or in accordance with State Statutes.

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, May 23, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk

<b>Quantity</b>	<b>Item</b>	<b>Model</b>
1	Black & Silver Dell Flat Panel Monitor Mount	1703FPT
1	Black & Silver Dell Flat Panel Monitor Mount	1708FPB
1	Black & Silver Dell Flat Panel Monitor Mount	1907FPV†
3	Black & Silver Viewsonic Office Keyboard - New	KP202
1	Black & Silver Viewsonic Office Keyboard - Used	KP202
1	Black & Silver Microsoft Wireless Desktop Elite Keyboard	1011
1	Gray Space Saver TV Wall Mount Up to 21"	XR-1-21
5	Boston Leather Deluxe Adjustable Radio Holder Basket Weave - New	5487-3
1	Boston Leather Deluxe Adjustable Radio Holder Basket Weave - Used	5487-4
4	Black Motorola 7.5 Nickel-Cadmium Battery for Portable 2-way Radio	NTN7144CR
1	Maxon Deluxe Speaker/Microphone for Portable 2-way Radio	SA-1421A
1	Black Dell Docking Port and Monitor Stand	PD01X
1	Vecmar Gray 13" Monitor	Dataserv MC-5
1	Xplore Technologies Tablet Computer Mount for vehicle	MTL22-TS + HAT
1	Xplore Technologies Keyboard Mount for vehicle	Standard + KARM
2	Microsoft System Builder OEM Software	
1	Microsoft Windows 2000 Professional OSKIT Boot Disk	
1	13.8 Volt DC Comm Series Power Supply for mobile radio unit	ICT12012-30A
1	Astron 13.8 Volt DC Power Supply	RS-12A
1	Black Signatureworks Calendar Pad Stand	GG-C-101
1	Black Pro-Gard Shotgun Mount	G505OUT
1	White HP Laserjet Printer	4100N
1	Xplore Technologies Tablet Computer Mount for vehicle	LX702578
1	Quill typewriter font inserts	700-11213
1	Fellowes Standard Glare Filter for 13" to 15" monitors	64453
1	Pro-gard window barrier	
1	HP Laserjet toner cartridge (Cyan) - New	124A
1	Black & Silver Dell Flat Panel Monitor Mount	1704FP
1	Black Dell Flat Panel Monitor Mount	E170Sb
1	Enfora Vehicle Mounted CDPD modem signal booster	Spider B3
5	MPH K-55 Radar Unit	K55X 990266
1	MPH K-55 Radar Unit	K55
9	MPH K-55 Radar Antenna	K55 990097
1	MPH K-55 Radar Antenna	K55
5	X-Band Tuning Forks for K-55 Radar Unit - 35 MPH	
5	X-Band Tuning Forks for K-55 Radar Unit - 80 MPH	
6	MPH K-55 Standby Switch for Radar Unit	
10	Maxxon 2-way radio	SP2550
1	Motorola Radius 2-Way Radio	P50+
10	Maxxon 2-way radio charger	SA-1125
1	Motorola Radius 2-Way Radio Charger	



## TOWN OF NEWTON

### RESOLUTION #105-2011

May 23, 2011

### **“Authorize Credits Due Water and Sewer Utility Accounts”**

**WHEREAS**, the Water and Sewer Collector has determined that 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:

#### **Account overestimated 1<sup>st</sup> Quarter:**

<u>Account</u>	<u>Address</u>	<u>Amount</u>
9780	4 Barry Lane	\$862.84

#### **Credit penalty due to Utility Board application being postponed:**

<u>Account</u>	<u>Address</u>	<u>Amount</u>
9211	21 Ryerson Avenue	\$37.08

#### **Utility Board recommends credit of minimum charges paid while meter was stuck:**

<u>Account</u>	<u>Address</u>	<u>Amount</u>
5898	18 Academy Street	\$600.00

#### **Utility Board recommends credit of penalty:**

<u>Account</u>	<u>Address</u>	<u>Amount</u>
10400	11 Main Street	\$45.92

#### **CERTIFICATION**

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, May 23, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #106-2011

May 23, 2011

**“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 2010 and 2011 Budgets adopted by this local Governing Body, including any emergency appropriations, and where unexpended balances exist in said appropriation accounts for the payment of such vouchers.

#### **CERTIFICATION**

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, May 23, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk

Office of the Mayor

Newton, New Jersey

# Proclamation

## Public Works Week

May 15 -21, 2011

**WHEREAS**, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of New Jersey; and

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from State and Local government and the private sector, who are responsible for and must plan, design, build, operate and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings and other structures and facilities essential to serving our residents; and

**WHEREAS**, the year 2011 marks the 51<sup>st</sup> annual National Public Works Week sponsored by the American Public Works Association;

**NOW THEREFORE, WE**, the Mayor and Town Council of the Town of Newton, hereby proclaim May 15-21, 2011 as **Public Works Week** in the Town of Newton and thank each and every one of our dedicated public works employees for their dedication and service.

*In witness whereof I have hereunto set my  
Hand and caused this seal to be affixed.*

\_\_\_\_\_  
Attest: \_\_\_\_\_

Date: \_\_\_\_\_ May 23, 2011 \_\_\_\_\_

**TOWN OF NEWTON**  
**#107-2011**  
**RESOLUTION AND AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**MUNICIPAL PROSECUTOR**

**WHEREAS**, Victor R. Jusino, Esq., Municipal Prosecutor for the Town of Newton has tendered his resignation to the Town of Newton; and

**WHEREAS**, there exists a need for special counsel to be appointed to represent the Town of Newton as Municipal Prosecutor with respect to municipal matters for the remainder of calendar year 2011; and

**WHEREAS**, the Town of Newton has provided funds in the Municipal Budget for expenditures pertaining to said municipal matters, and the funds have been certified as being available by the Chief Financial Officer; and

**WHEREAS**, Jonathan E. McMeen, Esq., has indicated that all such services will be rendered to the Town of Newton on the basis of an annual salary of \$27,000, pro-rated on a monthly basis for the remainder of calendar year 2011, which the Newton Town Council deems fair and equitable for said professional services; and

**WHEREAS**, the Town of Newton agrees to pay \$500 per session for special sessions above and beyond the normal court appearances including matters relating to Alcoholic Beverage Control for a maximum of \$3,000 for the year; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids, and the contracts themselves, must be available for public inspection;

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

- 1) The Mayor and Clerk of the Town of Newton are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authorization and agreement between the Town of Newton and Jonathan E. McMeen, Esq., providing for his retention as Municipal Prosecutor in and on behalf of the Town of Newton for the remainder of calendar year 2011 effective immediately.
- 2) The services to be rendered by Jonathan E. McMeen, Esq. shall be at a rate of \$27,000 annually pro-rated on a monthly basis.
- 3) This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-1(1)(a) of the Local Public Contracts Law, because Jonathan E. McMeen, Esq. is a licensed attorney of the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services which are expressly exempt from the Local Public Contracts bidding requirements and the candidate complies with all requirements for appointment without public bidding under N.J.S. 19:44A-1 et seq.
- 4) Political Contribution Disclosure. This contract has been awarded to Jonathan E. McMeen, Esq. based on the merits and abilities of Mr. McMeen to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44-20.4 et seq. As such, the undersigned does hereby attest that he and all those who control in excess of 10% of the law firm in which he is a member has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A., 19:44a-8 or 19:44a-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Town of Newton, County of Sussex if a member of that political party is serving an elective public office of that Town when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Town when the contract is awarded.
- 5) Notice of this action shall be published once in the *New Jersey Herald*.

**ATTEST:**

**TOWN OF NEWTON**

\_\_\_\_\_  
Lorraine A. Read, RMC, Municipal Clerk

\_\_\_\_\_  
Kristen S. Becker, Mayor

I hereby acknowledge executing this duplicate Resolution and agree to be bound by its terms, covenants and conditions for the year 2011.

Date: \_\_\_\_\_

\_\_\_\_\_  
Jonathan E. McMeen, Esq.