



**AGENDA**  
**NEWTON TOWN COUNCIL**  
**JUNE 13, 2011**  
**7:00 P.M.**

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

- IV. APPROVAL OF MINUTES** - MAY 23, 2011 REGULAR MEETING  
MAY 23, 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. TAX EXEMPTION ORDINANCE DISCUSSION
  - b. MSN CHALLENGE GRANT DISCUSSION

- VII. ORDINANCES**

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

ORDINANCE 2011-10

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

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

## VIII. OLD BUSINESS

- a. UTILITY BOARD APPEAL – ORICCHIO

## 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 #110-2011\*                      TRANSFER OF SCHOOL MONIES FOR THE PERIOD JULY 1, 2011 TO DECEMBER 31, 2011
- b. RESOLUTION #111-2011\*                      AUTHORIZE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER FOR BLOCK 401, LOT 25
- c. RESOLUTION #112-2011\*                      AUTHORIZE AN AGREEMENT WITH THE OWNER OF 170 SPRING STREET FOR THE PLACEMENT OF OUTDOOR SURVEILLANCE CAMERAS
- d. RESOLUTION #113-2011\*                      AUTHORIZE CREDITS DUE WATER AND SEWER UTILITY ACCOUNTS
- e. RESOLUTION #114-2011\*                      RESOLUTION IN SUPPORT OF H.R. 1489 RETURN TO PRUDENT BANKING ACT OF 2011
- f. RESOLUTION #115-2011\*                      RESOLUTION SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF NEW JERSEY FOR \$15,000 IN MAIN STREET IMPROVEMENT DISTRICT CHALLENGE GRANT FUNDS
- g. RESOLUTION #116-2011\*                      APPOINTMENT OF A CLASS II – SPECIAL POLICE OFFICER – JOHN D. TOMASULA
- h. RESOLUTION #117-2011\*                      APPROVE BILLS AND VOUCHERS FOR PAYMENT
- i. RESOLUTION #118-2011\*                      AUTHORIZING A LEASE AGREEMENT WITH FIRST HOPE BANK FOR THE ACQUISITION OF A 2011 FORD EXPLORER WITH OPTIONS
- j. APPLICATIONS\*                                      APPLICATION FOR SPECIAL PERMIT FOR A SOCIAL AFFAIR FROM THE MEN'S VFW AUXILIARY POST 5360, 85 MILL STREET, NEWTON TO BE HELD ON JUNE 18, 2011 FROM 4:00PM TO 7:00PM AT THE NEWTON VFW POST 5360, 85 MILL STREET NEWTON

**X. INTERMISSION**

**XI. DISCUSSION**

- a.** PATERSON AVENUE REDEVELOPMENT PLAN – AMENDMENT DRAFT

**XII. OPEN TO THE PUBLIC**

**XIII. COUNCIL & MANAGER COMMENTS**

**XIV. ADJOURNMENT**

**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.

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Kristen S. Becker

Mayor

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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
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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*

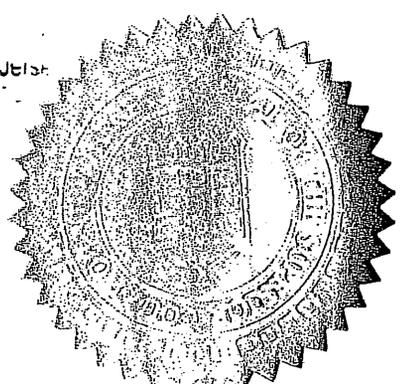
Sch No.	Transferee or Purchase of Title	Deed Dated	Date Recorded	Book & Page Number
1.	ANNE M. BADUINI	10/26/1998	11/24/1998	2332&108
2.	ANNE M. BADUINI	10/26/1998	11/24/1998	2332&108

Respectfully recommended  
 \_\_\_\_\_  
 MARY C. JACOBSON, P.J.Ch.  
 J.S.C.  
 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 #110-2011

June 13, 2011

**“Transfer of School Monies for the  
Period July 1, 2011 to December 31, 2011”**

**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, \$5,522,449.00 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)	\$11,044,898.00
Amount Received to Date	0.00
Amount of This Request	<u>\$5,522,449.00</u>
Balance Due Board of Education	\$5,522,449.00

### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 13, 2011.

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Lorraine A. Read, RMC  
Municipal Clerk

New Jersey Department of Education  
 Division of Finance and Regulatory Compliance  
 Certificate and Report of School Taxes  
 (2011-2012 School Year)

SUSSEX - NEWTON TOWN

	Tax Levy Certified by		Amount in col. 2 to be raised in 2011 Levy	Total 2011 Tax Levy	Amount in col. 2 Deferred to 2012 Levy
	Board of School Estimate, Municipality, Commissioner or Voted (1)	Balance of Levy from 2010-11 to be raised in 2011 (2)			
General Fund	11,044,898.00	5,536,715.00	5,522,449.00	11,059,164.00	5,522,449.00
Debt Service	597,721.00	0.00	597,721.00	597,721.00	0.00
Debt Svc Premerge	0.00	0.00	0.00	0.00	0.00
Totals	11,642,619.00	5,536,715.00	6,120,170.00	11,656,885.00	5,522,449.00

Tax certification of prior year received too late for 2010 levy.  
 Other\* 0.00

Grand Total 11,656,885.00

\*This line should be used for adjustments which are not part of the budget.

CERTIFICATION

It is hereby certified that the above figures are true figures setting forth the total amount required for school purpose in the school district of NEWTON TOWN County of SUSSEX for the 2011-2012 school year and that the sum of \$ 11,656,885.00 is required to be levied for local school district purposes for the calendar year 2011.

It is hereby certified that the sum of \$11,656,885.00 is required to be levied for local district school taxes for the calendar year 2011.

Board of Education of NEWTON TOWN, N.J.

NEWTON TOWN

Dana C Snyder Board Secretary  
 Date 4-29-11

Gene M. Connor, Deputy Municipal Clerk  
 Date 4/29/11

(11). That the Board of Education approves the following resolution:

RESOLVED, that the amount of district taxes needed to meet the obligations of this Board for the 2011-2012 school year is General Fund – \$ 11,044,898 and Debt Service - \$ 597,721 (\$1 Fund Balance) and that the Town of Newton is hereby requested to place in the hands of the Treasurer of School Moneys that amount as follows:

<u>2011</u>	<u>General Fund</u>	<u>Debt</u>	<u>Total</u>
July	<u>920,408</u>	<u>419,031</u>	<u>1,339,439</u>
August	<u>920,408</u>		<u>920,408</u>
September	<u>920,408</u>		<u>920,408</u>
October	<u>920,408</u>		<u>920,408</u>
November	<u>920,408</u>		<u>920,408</u>
December	<u>920,409</u>	<u>178,690</u>	<u>1,099,099</u>
Sub-Total	<u>5,522,449</u>	<u>597,721</u>	<u>6,120,170</u>
<u>2012</u>			
January	<u>920,408</u>		<u>920,408</u>
February	<u>920,408</u>		<u>920,408</u>
March	<u>920,408</u>		<u>920,408</u>
April	<u>920,408</u>		<u>920,408</u>
May	<u>920,408</u>		<u>920,408</u>
June	<u>920,409</u>		<u>920,409</u>
Sub-Total	<u>5,522,449</u>		<u>5,522,449</u>
Grand Total	<u>11,044,898</u>	<u>597,721</u>	<u>11,642,619</u>



## TOWN OF NEWTON

### RESOLUTION #111-2011

June 13, 2011

**“Authorize Refund of Redemption Monies to Outside Lien Holder for Block 401, Lot 25”**

**WHEREAS**, at the Municipal Tax Sale held on June 24, 2009, a lien was sold on Block 401, Lot 25, also known as 10 Center Street, for 2008 delinquent taxes and water and sewer charges; and

**WHEREAS**, this lien, known as Tax Sale Certificate #1290, was sold to Robert Rothman for 0% redemption fee as well as a premium in the amount of \$1,700.00; and

**WHEREAS**, Barbara Johnson, owner of said property, has effected redemption of Certificate #1290 in the amount of \$8,290.32;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that this Governing Body acknowledges that Robert Rothman is entitled to the redemption in the amount of \$8,290.32 as well as the premium in the amount of \$1,700.00; and

**BE IT FURTHER RESOLVED**, that the Tax Collector be authorized to issue two checks, the first in the amount of \$8,290.32 for the redemption of Certificate #1290 and the second in the amount of \$1,700.00 for the premium both made payable to Robert Rothman, 411 Grand Avenue, Englewood, NJ 07631.

### 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, June 13, 2011.

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Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #112-2011

June 13, 2011

### **“Authorize an Agreement with the Owner of 170 Spring Street for the Placement of Outdoor Surveillance Cameras”**

**WHEREAS**, the Town of Newton is in need of and desires to locate and operate outdoor video surveillance cameras on the exterior portion of the building located at 170 Spring Street, in the interest of public safety; and

**WHEREAS**, an agreement with the owner of the 170 Spring Street has been negotiated for the placement and operation of said cameras, copies of which are annexed hereto;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton hereby authorizes the Mayor and Clerk to execute the three agreements for the aforesaid purposes in the form annexed to and made part of this resolution.

### **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, June 13, 2011.

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Lorraine A. Read, RMC  
Municipal Clerk

## **AGREEMENT**

**THIS AGREEMENT**, made this 23rd day of April, 2011, by and between **170 SPRING, LLC**, a New Jersey limited liability company, having an address of P.O. Box 668, North Hampton, New Hampshire 03862 (hereinafter referred to as "Owner"), and the **TOWN OF NEWTON**, a municipal corporation of the State of New Jersey, having an address of 39 Trinity Street, Newton, New Jersey 07860 (hereinafter referred to as "Town").

### **WITNESSETH:**

**WHEREAS**, the Town has identified a need for the installation of an outdoor video camera on the exterior portion of the Owner's building located at 170 Spring Street, Newton, New Jersey, identified as Block 711, Lot 31 on the Newton tax map; and

**WHEREAS**, the Newton has determined the location to install an outdoor video camera on the exterior portion of said building , as more particularly shown and described on a **Diagram** attached hereto as **Schedule A**, and the Owner has consented to said video camera installation;

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual covenants, promises and considerations recited herein, the parties agree as follows:

1. The Town agrees to pay, as they are incurred, all costs and expenses related to the location, installation, administration and maintenance of an outdoor video camera as shown on **Schedule A** attached hereto, and shall pay, as they are incurred, all reasonable costs associated with, if necessary, the preparation of specifications, bidding process costs, as well as any other reasonable soft costs or incidentals that the Town determines are needed for the camera to be located and installed as shown on **Schedule A**.

2. The Town requires a 110v electrical outlet to be available for the use by the Town on a 24 hour per day, 7 day per week basis for the camera at no cost to the Town. The Owner makes no promises or assurances regarding the provision of said power but consents to the Town using such electric service subject to the Town's securing permission from the tenant at the subject property. The Town shall reimburse the tenant at the subject property for electrical costs incurred by the Town's use in the event that the cost for said electricity increases during the life of this Agreement in an amount higher than the anticipated sum of \$100.00 per year.

3. The Owner shall provide to the Town unencumbered free access to the camera and electrical outlet 24 hours per day, 7 days per week.

4. The Town shall be fully responsible for the maintenance and upkeep of the camera equipment.

5. The Town shall indemnify and save harmless the Owner, its officers, employees, agents, tenants, and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from, or in any manner grows out of, the negligent acts, errors or omissions of the Town or its subcontractors, officers, agents and/or or employees relating to the performance of this Agreement.

6. The Owner shall indemnify and save harmless the Town, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by

reason of the injury of death of any person or persons by reason of damage arising from Owner's negligent handling or interference with said video camera.

7. The Owner shall furnish the Town with a Certificate of Insurance which shall clearly show that policies with the following minimum limits of liability are in effect. This insurance obligation shall continue to be in effect for the duration of this Agreement.

**General Liability:** \$500,000 per occurrence, combined single limit for bodily injury and property damage with \$1,000,000 aggregate.

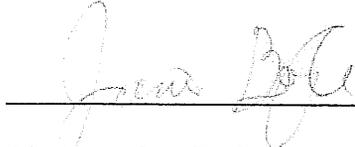
**Umbrella:** \$1,000,000.

8. This Agreement shall be for a period of SEVEN (7) years, which period shall commence upon receipt by both parties of a fully-executed copy of this Agreement. The parties hereby agree that this Agreement shall automatically be renewed and extended annually for additional one-year periods unless terminated as herein set forth.

9. The parties agree that they each have the right, five (5) years after the date of this Agreement, to terminate this Agreement upon three hundred sixty-five (365) days prior written notice to the other at the address listed above in this Agreement. In the event this Agreement is terminated, the Town shall remove the camera prior to the Termination Date.

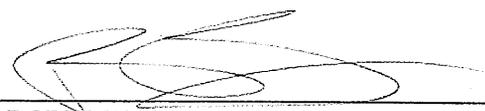
IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers and have caused their proper seals to be affixed hereto on the day first written above.

ATTEST:

  
\_\_\_\_\_

Print Name: Janis Boyle

**170 SPRING, LLC, Owner**

By:   
\_\_\_\_\_

ROBERT BOYLE  
Member

**TOWN OF NEWTON, Town**

\_\_\_\_\_  
Lorraine A. Read, R.M.C.  
Municipal Clerk, Town of Newton

By: \_\_\_\_\_  
Kristen S. Becker  
Mayor

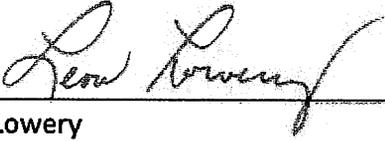
## SCHEDULE A



Camera Location  
170 Spring Street  
Newton, NJ

## LETTER OF AUTHORIZATION

This letter is authorization to allow the Town of Newton to use electricity, per the agreement between **170 Spring, LLC** and **The Town of Newton** to power their remote camera, which will be located on the roof of 170 Spring Street, Newton, NJ. This authorization shall be in effect as long as **Dell** is the tenant at 170 Spring Street or the agreement is in effect with **170 Spring, LLC**, whichever is the shorter term.

By:   
Leon Lowery  
Facilities Leader

Date: April 22, 2011



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JM  
 DATE (MM/DD/YYYY)  
 03/02/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

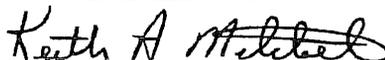
PRODUCER Mitchell Insurance Agency 29 Trinity Street Newton, NJ 07860	973-383-5800	CONTACT NAME: <b>Jean Murray</b>	
	973-579-3916	PHONE (A/C, No, Ext): <b>973-383-5800</b> FAX (A/C, No): <b>973-579-3916</b> E-MAIL ADDRESS: <b>jean@themitchellagency.com</b> PRODUCER CUSTOMER ID #: <b>TOWNO-1</b>	
INSURED <b>Town Of Newton c/o Dawn Babcock 39 Trinity Street Newton, NJ 07860</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Selective Insurance Company</b>		<b>816</b>
	INSURER B : <b>Statewide Insurance Fund</b>		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>			<b>SIF2010-07860NEW</b>	<b>01/01/11</b>	<b>01/01/12</b>	EACH OCCURRENCE \$ <b>10,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>			<b>SIF2010-07860NEW</b>	<b>01/01/11</b>	<b>01/01/12</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>10,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b>			<b>S 1730038</b>	<b>01/01/11</b>	<b>01/01/12</b>	EACH OCCURRENCE \$ <b>15,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>15,000,000</b>
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>WC1007860NEW</b>	<b>01/01/11</b>	<b>01/01/12</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>2,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>2,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Surveillance Camera located at 170 Spring Street, Newton, NJ 07860**

<b>CERTIFICATE HOLDER</b>  <b>170SPRI</b>  <b>170 Spring LLC</b> <b>Att: Robert</b> <b>PO Box 668</b> <b>North Hampton, NH 03862</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## TOWN OF NEWTON

### RESOLUTION #113-2011

June 13, 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:

#### **Credit to accounts for Final water bills that were calculated erroneously:**

<u>Account</u>	<u>Address</u>	<u>Amount</u>
17741	24 Lincoln Place	\$30.00
4453	58 Swartswood Road	\$75.00
23248	70 Glen Road	\$90.00

#### **CERTIFICATION**

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, June 13, 2011.

---

Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #114-2011

June 13, 2011

**“Resolution in Support of H.R. 1489 Return to Prudent Banking Act of 2011”**

**WHEREAS**, in response to the collapse of the United States banking system, the Glass-Steagall law of 1933 was enacted to regulate the system to prevent commercial banks from engaging in financial speculation and the creation of financial bubbles; and

**WHEREAS**, until its repeal in 1999, the Glass-Steagall law erected a firewall to separate investment banking, insurance and brokerage firms from traditional commercial banking; and

**WHEREAS**, financial institutions, foreign and domestic, have been bailed out by the American taxpayers at a cost of as much as \$27 trillion and they also participated in the creation of hundreds of trillions of dollars in derivatives, contracts and other toxic “investments” which are bankrupting the United States economy; and

**WHEREAS**, legislation was introduced in the United States Congress in 2009 and 2010 to reinstate the Glass-Steagall law;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Town Council of the Town of Newton, Sussex County, State of New Jersey, that the Mayor and Town Council hereby strongly urge President Barack Obama to do all that he can do to assist the United States Congress to enact legislation to re-instate the Glass-Steagall law; and

**BE IT FURTHER RESOLVED** a copy of this resolution be forwarded to the President of the United States, and each member of the Congress representing New Jersey.

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Kristen S. Becker, Mayor

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Lorraine A. Read, Municipal Clerk

### 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, June 13, 2011.

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Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #115-2011

June 13, 2011

#### **“Resolution Supporting the Submission of a Grant Application to the State of New Jersey for \$15,000 in Main Street Improvement District Challenge Grant Funds”**

**WHEREAS**, Main Street Newton was established as a 501-c3 not for profit public/private partnership to work toward the revitalization of Newton’s downtown business district and a sustainable, vibrant local economy; and

**WHEREAS**, Main Street Newton was designated by the State of New Jersey as an official Main Street New Jersey organization utilizing the four point approach of organization, economic restructuring, promotions and design to restoring economic vitality to the downtown area; and

**WHEREAS**, despite initial fund raising successes, the Main Street Newton Board of Director’s efforts to raise funds to support programs was significantly affected by the nationwide economic recession; and

**WHEREAS**, in an effort to identify a long-term sustainable source of funding the Newton Main Street Board of Directors initiated a discussion with the Newton Town Council regarding the establishment of a downtown Business Improvement District (BID); and

**WHEREAS**, the Newton Town Council has requested the Main Street Newton Board of Directors provide an in-depth analysis of the feasibility of establishing a BID within the Town of Newton to assist the Council in their deliberations; and

**WHEREAS**, the State of New Jersey has made available \$15,000 in grant funds through the “Main Street Improvement District Challenge Grant” program to study the feasibility of creating a BID within the Town of Newton; and

**WHEREAS**, the Main Street Newton Board of Directors seeks to apply for said grant to determine the feasibility of creating a BID within the Town of Newton as a means to providing a long-term, sustainable source of funding to support, at least in part, the four point Main Street program of downtown revitalization.

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Newton that it hereby supports the Main Street Newton Chairman and/or other designated members to file the attached grant application to the State of New Jersey seeking \$15,000 to conduct a study to determine the feasibility of creating a Business Improvement District (BID) in 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 Monday, June 13, 2011.

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Lorraine A. Read, RMC  
Municipal Clerk

**MAIN STREET NEWTON APPLICATION TO THE STATE OF NEW JERSEY  
SEEKING \$15,000 IN MAIN STREET IMPROVEMENT DISTRICT CHALLENGE GRANT FUNDS**

The Board of Directors of Main Street Newton is seeking \$15,000 in funds available from the New Jersey Department of Community Affairs "Main Street Improvement District Challenge Grant" to study the feasibility of establishing a Downtown Business Improvement District (BID) in the Town of Newton. If awarded, the Board intends to supplement the State's funds with a minimum of \$5,000 in in-kind contributions towards completing the study. The Main Street Board wishes to examine the use of a BID as a means of providing a sustainable source of revenue to collaboratively work with the Town of Newton to continue Main Street's four point program (organization, economic restructuring, promotions and design) to restoring the economic vitality of Newton's downtown. The feasibility study contemplated will include

1. Recommendations regarding the boundary of a proposed BID;
2. Recommendations regarding the size/scope of the operational budget to manage a BID given the boundaries recommended in #1 above.
3. An analysis of various assessment options within the BID and the revenue generated by each option.
4. An analysis of assessment alternatives including but not limited to a) subscription to tiered levels of services provided by the BID (for example: a \$100 service level would entitle subscriber to inclusion in a certain number of promotional pieces while a \$500 would entitle the subscriber to a higher number of promotional pieces and additional incentives); b) creative cost avoidance contribution mechanisms (for example: downtown management corporation could fund a central trash compaction/recycling collection site for participating businesses who would charged a fee at or less than their current cost for solid waste dumpster service). Study shall include an analysis of utilizing assessment alternatives to fund all or part of the BID.
5. Recommendations regarding the role of the Main Street Board of Directors as the new Downtown Management Corporation Board of Directors along with recommendations regarding Board makeup.

**RESOLUTION OF THE MAIN STREET BOARD OF DIRECTORS  
AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF NJ  
FOR \$15,000 IN MAIN STREET IMPROVEMENT DISTRICT CHALLENGE GRANT FUNDS**

**WHEREAS**, Main Street Newton was established as 501-3C not for profit public private partnership to work toward the revitalization of Newton's downtown business district and a sustainable, vibrant local economy; and

**WHEREAS**, Main Street Newton was designated by the State of New Jersey as an official Main Street New Jersey organization utilizing the four point approach of organization, economic restructuring, promotions and design to restoring economic vitality to the downtown area; and

**WHEREAS**, despite initial fund raising successes, the Main Street Newton Board of Director's efforts to raise funds to support programs was significantly affected by the nationwide economic recession; and

**WHEREAS**, in an effort to identify a long term sustainable source of funding the Newton Main Street Board of Directors initiated a discussion with the Newton Town Council regarding the establishment of a downtown Business Improvement District (BID); and

**WHEREAS**, the Newton Town Council has requested the Main Street Newton Board of Directors provide an in-depth analysis of the feasibility of establishing a BID within the Town of Newton to assist the Council in their deliberations; and

**WHEREAS**, the State of New Jersey has made available \$15,000 in grant funds through the "Main Street Improvement District Challenge Grant" program to study the feasibility of creating a BID within the Town of Newton; and

**WHEREAS**, the Main Street Newton Board of Directors seeks to apply for said grant to determine the feasibility of creating a BID within the Town of Newton as a means to providing a long term, sustainable source of funding to support, at least in part, the four point Main Street program of downtown revitalization.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of Main Street Newton that it hereby authorizes it Chairman and, or other designated members to file the attached grant application to the State of New Jersey seeking \$15,000 to conduct a study to determine the feasibility of creating a Business Improvement District in the Town of Newton; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to the Newton Town Council with a request for a similar Resolution is support of said application.



## TOWN OF NEWTON

### RESOLUTION #116-2011

June 13, 2011

**“Appointment of a Class II - Special  
Police Officer – John D. Tomasula”**

**WHEREAS**, Section 3-10 within Chapter III, Police Department, of the Revised General Ordinances of the Town of Newton indicates that the Town Manager may appoint Special Police Officers for a term not to exceed one year;

**NOW THEREFORE BE IT RESOLVED** by the Town Council of the Town of Newton that this Governing Body concurs with the Town Manager's appointment of the following individual as a Class II - Special Police Officer for calendar year 2011:

John D. Tomasula

### 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, June 13, 2011.

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Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #117-2011

June 13, 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, June 13, 2011.

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Lorraine A. Read, RMC  
Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #118-2011

June 13, 2011

**“Authorizing a Lease Agreement with First Hope Bank for the Acquisition of a 2011 Ford Explorer with Options”**

**WHEREAS**, a need exists for the acquisition of a 2011 Explorer 4WD with options described in the Municipal Lease and Option Agreement which is on file in the Office of the Municipal Clerk; and

**WHEREAS**, the Newton Town Council has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of a 2011 Ford Explorer 4WD with options; and

**WHEREAS**, the 2011 Ford Explorer 4WD is being purchased through the State of NJ Contract #A78762 in the amount of \$32,338;

**NOW, THEREFORE BE IT RESOLVED**, by the Newton Town Council that it hereby designates and authorizes the Newton Town Manager and Chief Financial Officer to execute, attest and deliver the Municipal Lease and Option Agreement on file in the Office of the Municipal Clerk, and any related documents necessary to the consummation of transactions contemplated by the Lease and Option Agreement; and

**BE IT FURTHER RESOLVED**, that the Newton Town Council hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by the Lessee does not exceed \$10,000,000 for the calendar year within which this Municipal Lease and Option Agreement is to be a “qualified tax-exempt obligation” pursuant to Section 265(b) of the Internal Revenue Code; and

**BE IT FURTHER RESOLVED**, that a copy of said Municipal Lease and Option Agreement shall remain on file in the Office of the Municipal Clerk.

### 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, June 13, 2011.

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Lorraine A. Read, RMC  
Municipal Clerk