

**Newton Parking Authority Meeting
April 7, 2022 – Minutes
Via ZOOM**

Roll Call – meeting called to order at 9:06 a.m. by Chairman Le Frois.

Present: Mr. Boyle, Ms. Kweselait, Mr. Mitchell, Chairman Le Frois
Also Present: Teresa A. Oswin, Deputy Town Manager, Theresa Schlosser, Tax Collector
Jessica Wood-Rosso, Parking Enforcement Officer
Excused: Thomas S. Russo, Jr., Newton Town Manager/PA Secretary

Open Public Meetings Act Statement – read by Chairman Le Frois.

Approval of Minutes

Motion to approve February 3, 20232 Minutes as presented, by Mr. Boyle, seconded by Ms. Kweselait. All in Favor. Approved 5-0.

Financial Reports

Motion to approve January 31, 2022, February 28, 2022, and March 31, 2022 Treasurer Reports, as presented, by Ms. Kweselait, seconded by Mr. Mitchell. Approved 5-0.

Old Business – None.

New Business

- a. Resolution C-20220 – Resolution of the Town of Newton Parking Authority, County of Sussex, State of New Jersey, Authorizing the Use of NCPA National Cooperative

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units, including the Town of Newton Parking Authority, to make purchases and contract for services through the use of nationally recognized and accepted cooperative purchasing agreements that have been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey or within any other state; and

WHEREAS, the Town of Newton Parking Authority has determined that the use of cooperative purchasing agreements may result in significant cost savings and is desirous of joining and participating in a national cooperative called the NCPA National Cooperative; and

WHEREAS, NCPA P.O. Box 701273 Houston, TX 77270 is a private cooperative, complying with New Jersey Local Finance Notice 2012-10 by ensuring lead agency procurements are offered to the New Jersey region in accord with the mandates as described within the Local Finance Notice; and

WHEREAS, the Town of Newton Parking Authority desires to become a member of NCPA the purposes of purchasing goods and or services through a procurement process that is more efficient and provides a cost savings to the Town; and

WHEREAS, the Town of Newton Parking Authority agrees to the recitals of the “Master Agreement” of the NCPA as follows:

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products, and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party’s procurement practices.

3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6, and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Town of Newton Parking Authority, that the Town of Newton Parking Authority be and hereby is authorized to join and become a member of the NCPA National Cooperative P.O. Box 701273 Houston, TX 77270; and

BE IT FURTHER RESOLVED, the Town of Newton Parking Authority shall be responsible for ensuring that all goods and/or services procured through NCPA comply with all laws of the State of New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and all other provisions of the revised statutes of the State of New Jersey.

Chairman Le Frois asked Ms. Oswin to give a brief explanation on the above resolution. Ms. Oswin explained the Parking Authority is looking to purchase new kiosks in the near future. Joining this co-op will allow us to receive better pricing on the machines. Sean Canning, the Town's QPA reviewed the documents and paperwork for the national co-op and verified they meet with NJ Local Public Contract Law. There is no cost to join.

Motion to approve Resolution C-2022 by Mr. Boyle, seconded by Ms. Kweselait. Approved 5-0.

b. Review of proposed fee changes.

Chairman Le Frois asked Ms. Schlosser and Ms. Wood-Rosso to review the proposed changes. Ms. Schlosser review the performa for the new kiosks.

Parking Income Proforma

\$2.00 avg transaction (2 hrs @\$1/hr)

	1st Year	<u>2nd Year...</u>
KIOSK INCOME		
Available spaces	267	267
Days per month	30	30
Spaces/month	<hr/> 8010	<hr/> 8010
Occupancy rate	25%	25%
Net spaces per day	66.75	66.75
Net spaces per month	2002.5	2002.5
Avg ticket price	\$2.00	\$2.00
# turns per space	1	1

Daily income/space	\$2.00	\$2.00
Daily income/site	\$133.50	\$133.50
Monthly income	\$4,005.00	\$4,005.00
Kiosk Annual income	\$48,060.00	\$48,060.00
KIOSK EXPENSE		
Parking Equipment	\$35,600.00	
Parking supplies	\$1,200.00	\$1,200.00
Required site work	\$4,042.00	
Back-Office Software	\$2,160.00	\$2,160.00
Cellular fees	\$900.00	\$900.00
Kiosk Annual Cost	\$43,902.00	\$4,260.00
Net Income/loss	\$4,158.00	\$43,800.00

Ms. Schlosser reviewed her calculations and said it was based on a 25% occupancy on the lots. The commissioners had questions on the fees the Town will be charged for transactions paid by credit card. Mrs. Monica Miebach, Treasurer for the Parking Authority joined the meeting at this time. She explained the customer will be charged a .35 cent transaction fee to pay by credit card. The gateway fee the vendor will absorb since they will be charging us a monthly fee for their services.

A long discussion ensued on the new kiosks and their capabilities. Ms. Wood-Rosso explained the main purpose of acquiring the new machines is for efficiency and repairs. Our current machines are quite old and are constantly in need of repair. The current vendor most times take about two (2) weeks to come out to do service. This results in a loss of revenue. Ms. Oswin stated the review of fees is the focus at this time. Any questions the commissions have can be researched before executing a contract with vendor.

The commissioners asked for the following questions to researched:

1. Does the app have the capability to automatically charge if a person goes over the time limit? This would cut down on enforcement and generate more revenue.
2. Can cameras be added at a later date as an upgrade to monitor cars leaving the lot and if they owe money?
3. Can we find out how other Towns use this app?
4. Can monthly/quarterly/annual and overnight passes be purchased through the app?
5. What would be the cost of acquiring a second Ipad, so the police could issue tickets.

The commissioners then reviewed the proposed fee changes. A long discussion on the fees took place and the only change they suggested was for the overnight passes. The commissioners offered the increase go from \$15 to \$25 with the annual fee being \$300. The commissioners also asked if stickers could be placed on the kiosks alerting those that are entitled to park for free such as those handicapped placard.

c. Review of Purchase Ledgers for Parking Passes – January, February, and March 2022 – No discussion.

Approval of Bills

Motion to approve bills items a-1 as presented, made by Mr. Boyle, seconded by Ms. Kweselait. Approved 4-0.

a. Amano McGann, Inc.	_____	\$1,688.13
b. JCP&L	_____	\$182.93
c. Minisink Press Inc.	_____	190.00
d. Weights and Measures Fund	_____	\$300.00
e. Synchrony Bank (Amazon)	_____	\$93.95
f. Staples	_____	\$14.28
g. Current Account	_____	\$11,250.00
h. JCP&L	_____	\$669.54
i. Jersey Shirts & Designs	_____	\$209.00
j. Minisink Press Inc.	_____	\$68.00

k. Statewide Insurance Fund	_____	\$12,000.00
l. The Canning Group, LLC	_____	\$300.00

Public to be Heard - None.

Chairman Le Frois stated there will be a Special Meeting on April 22, 2022 at 1:30pm. The next regular meeting will be June 2, 2022 via Zoom at 8:45am. Motion to Adjourn by Ms. Kweselait, seconded by Ms. Le Frois. Approved 4-0.

ADJOURNED AT 10:20 a.m.

Next meeting is December 2, 2021 at 8:45 a.m.

Respectfully submitted,



**/s/ TERESA A. OSWIN
DEPUTY TOWN MANAGER**