

1. 7:30 P.M. Agenda

Documents:

[7-26-2016 AGENDA.PDF](#)

2. 7:30 P.M. Agenda Packet

Documents:

[7-26-16 AGENDA PACKET 1348.PDF](#)



Common Council of the City of Summit

Closed Session Agenda for Tuesday, July 26, 2016

7 : 0 0 p m – 7 : 2 0 p m

(Produced by the Office of the Secretary to the Mayor and Council)

Only matters that have bullet points under them were known to need discussion at the time of agenda creation. The other subjects are those permitted for discussion and are listed in case they are needed.

ADEQUATE NOTICE

RESOLUTION – Authorize Closed Session

1. Collective Bargaining Matters - NJSA 10:4-12.B (4)
 2. Purchase, lease or acquisition of property with public funds - NJSA 10:4-12.b (5)
 3. Public safety tactics and techniques - NJSA 10:4-12.b (6)
 4. Litigation and/or attorney-client privilege matters - NJSA 10:4-12.b (7)
 - Affordable Housing Update
 5. Contract Negotiations (not collective bargaining) - NJSA 10:4-12.b (7)
 6. Personnel matters - NJSA 10.4-12.b (8)
 - Declare Vacancies - Two Police Officers
 - Appoint Two New Police Officers
 7. Appointments - NJSA 10.4-12.b (8)
 - Memo – R. Licatese, re Unfilled Appointments
 - ◆ Mayor’s Appointments:
(**confirmation required**)
 - Arts Committee (5)
 - Community Programs Advisory Brd (1)
 - (**no confirmation required**)
 - Environmental Commission (Alt. 2)
 - ◆ Council Appointments:
 - Air Traffic Noise Advisory Board, UC (1 Alt.)
 - Historic Preservation (Alt. 2, Class C Res.)
 - Naming & Sponsorship Committee (1)
 - Parking Advisory Committee, Summit (1)
 - Passaic River Greenway Task Force (6)
 - Recycling Advisory Committee (2 – Students*)
 - Shade Tree Advisory Board (1 Bldr/Dev.)
 - Zoning Board (Alt. #3)
- known for discussion
 - * known for consideration

ADJOURN CLOSED SESSION



Common Council of the City of Summit

Regular Meeting Agenda for Tuesday, July 26, 2016
7:30 PM

(Produced by the Office of the Secretary to the Mayor and Council)

COMMITTEE MEETING SCHEDULE

Committee - Time - Attendees - Office

BUILDINGS AND GROUNDS COMMITTEE

Monday 1:00 pm – 1:30 pm Dept. of Community Services
Rubino, Sun, Cascais

FINANCE and PERSONNEL COMMITTEE

Monday 1:30 pm – 4:30 pm Large Conference Room
Lizza, Rubino, McTernan, Mayor Radest, Rogers, Gerba

GENERAL SERVICES COMMITTEE

Friday 8:00 am – 8:30 am Large Conference Room
Naidu, Hurley, McNany, Leblein-Josephs

SAFETY COMMITTEE (Police and Fire)

Thursday 4:00 pm – 5:00 pm Police Chief's Conf. Room
5:00 pm – 6:00 pm Police Chief's Conf. Room
Ogden, McTernan, Mayor Radest, Rogers, Evers, Weck

WORKS COMMITTEE

Monday 8:30 am – 9:30 am Dept. of Community Services
Sun, Lizza, Cascais

LAW COMMITTEE

*Second Meeting of the
Month, as needed* 6:00 pm – 6:45 pm Small Conference Room
Ogden, Naidu, Licatese, Cruz

(STAFF REMINDER: Please provide Committee Agendas for the Council President, City Administrator, and the Secretary for distribution on Wednesday.)



ASSISTIVE LISTENING DEVICES AVAILABLE. SEE CITY CLERK.



CALL TO ORDER

ADEQUATE NOTICE COMPLIANCE STATEMENT

Adequate notice of this meeting has been provided by the City Clerk's Office in the preparation of the Council Annual Meeting Notice, dated January 5, 2016, which was properly distributed and posted per statutory requirements.

Please be advised that the FIRE EXITS are to my RIGHT, your left, and at the BACK OF THE ROOM.

The City has a Listening System to assist the hearing impaired. If anyone needs hearing assistance, please obtain the system at the Dais and return it thereafter.

ROLL CALL

PLEDGE OF ALLEGIANCE

EXPLANATORY NOTE REGARDING CLOSED SESSION

A closed session meeting, as authorized by State statute, was announced and held prior to the start of this meeting and the known items for discussion were listed on the published Closed Session agenda.

EXPLANATORY NOTE REGARDING HEARINGS AND COMMENTS

Please be advised that council meetings are broadcast live on Comcast Channel 36 and Verizon Channel 30 and rebroadcast on Thursdays and Saturdays on HomeTowne TV – Comcast 36 and Verizon 33.

When invited to speak, please come to the lectern, clearly state your name and address, spell your last name, and speak into the podium microphone so that your comments can be understood by all and properly recorded. Whenever an audience or Council member reads from a prepared statement, please give or email a copy to the City Clerk's Office at rlicatese@cityofsummit.org. To help facilitate an orderly meeting and to permit all to be heard, speakers are asked to limit their comments to approximately 3 minutes or so in length.

Unless you are using an electronic device to follow the meeting agenda or need it for professional emergency contact purposes, please turn it off. Thank you.

(The following matters were known at agenda deadline. Other matters may arise thereafter that need timely consideration or reaction.)

APPROVAL OF MINUTES

Regular and Closed Session Minutes of July 5, 2016

REPORTS

- Mayor, City Administrator and Council President (Summit Historical Minute)

PRESENTATIONS

- Sanitary Sewer Presentation "Don't Flush It and Forget It" - Aaron Schrager, City Engineer
- Update re Code in Construction Process - Paul Cascais, Director, Department of Community Services

PUBLIC COMMENTS

*At this point in the meeting Council welcomes comments from any member of the public about issues that are **not** topics on tonight's business agenda. Whenever an audience or Council member reads from a prepared statement, please provide a copy to the City Clerk at rlicatese@cityofsummit.org. To help facilitate an orderly meeting and to permit all to be heard, speakers are asked to limit their comments to 3 minutes.*

ASSESSMENT HEARINGS *(Final action takes place under "Resolutions" immediately below)*

- Essex Road Curb and Sidewalk Improvements (Ordinance # 13-3026)
- Magnolia Place, Primrose Place, Montview Road and Surrey Road Curb and Sidewalk Improvements (Ordinance #13-3027)
- Fairview Avenue Curb and Sidewalk Improvements (Ordinance #14-3064)
- Fernwood Road and Ridge Road Curb and Sidewalk Improvements (Ordinance #14-3065)

RESOLUTIONS

*(Staff reports are attached as appropriate. Items are listed according to Council Committees, those in **italics** indicate secondary committee reference. Unless otherwise indicated, or desired by Committee Chair, or a Council member advises that they will be voting in the negative, all Committee resolutions may be voted on at once.)*

FINANCE/PERSONNEL

- | | | |
|------------|----|--------------------------------------------------------------------------------------------------------------------------|
| (ID #4374) | 1. | Approve Assessment Report - Essex Road Curb and Sidewalk Improvements |
| (ID #4383) | 2. | Authorize Interest Rate - Essex Road Curb and Sidewalk Improvements |
| (ID #4375) | 3. | Approve Assessment Report - Magnolia Place, Primrose Place, Montview Road and Surrey Road Curb and Sidewalk Improvements |
| (ID #4384) | 4. | Authorize Interest Rate - Magnolia Place, Primrose Place, Montview Road and Surrey Road Curb and Sidewalk Improvements |
| (ID #4376) | 5. | Approve Assessment Report - Fairview Avenue Curb and Sidewalk Improvements |
| (ID #4385) | 6. | Authorize Interest Rate - Fairview Avenue Curb and Sidewalk Improvements |
| (ID #4377) | 7. | Approve Assessment Report - Fernwood Road and Ridge Road Curb and Sidewalk Improvements |
| (ID #4386) | 8. | Authorize Interest Rate - Fernwood Road and Ridge Road Curb and Sidewalk Improvements |

- (ID #4392) 9. Authorize Issuance of Certificate of Insurance – SDI – Promotional Banner Cable and Brackets Installation – 367 Springfield Avenue

BUILDINGS AND GROUNDS

- (ID # 4361) Authorize Execution of License Agreement for Abandoned Railway (RVRR) for Parkline Development Between NJDOT and the City of Summit

GENERAL SERVICES

- (ID # 4359) 1. Award Bid - Purchase and Installation of Sound System - Investors Bank Field at Tatlock Park - \$46,484.00
- (ID # 4348) 2. Reject Bid and Authorize Negotiations - Tatlock Park Bleacher Renovation Project
- (ID # 4354) 3. Authorize Execution - 2016 Union County Kids Recreation Trust Fund Grant Application
- (ID # 4378) 4. Authorize Execution of Agreement with the County of Union to Modify the Cooperative Agreement Dated June 2016

LAW

- (ID # 4373) 1. Renew 2016-2017 Liquor License – Marco Polo Restaurant & Tavern, Inc.
- (ID # 4350) 2. Support A-2452 – Which Creates New Liquor Licenses or Permits Issuance of Additional Liquor Licenses
- (ID # 4394) 3. Acknowledge Surrender of Club Liquor License - Italian American Civic Federation

WORKS

- (ID # 4362) 1. Authorize Execution of Revocable License Agreement to Permit Easement Encroachment - 25 Chatham Road
- (ID # 4360) 2. Authorize Removal of Sidewalk - 26, 28, & 30 Edgemont Avenue
- (ID # 4393) 3. Amend Membership Categories and Appoint Members – Recycling Advisory Committee (*Pending Closed Session Discussion*)

SAFETY

- (ID #4387) 1. Declare Vacancies – Police Department - Two Police Officers (*Pending Closed Session Discussion*)
- (ID #4388) 2. Appoint Two (2) New Police Officers (*Pending Closed Session Discussion*)

CONSENT AGENDA

SAFETY

- (ID # 4380) 1. Grant Permission and Set Forth Conditions - YMCA - Community Yoga Event
- (ID # 4381) 2. Authorize Co-Sponsorship 9/11 Observance - Village Green
- (ID # 4397) 3. Grant Permission and Set Forth Conditions - SDI - Sizzlin' Summit Summer Sales (*Subject to Review and Approval of the Property Use Committee*)

GENERAL SERVICES

- (ID # 4372) Authorize Refunds - Department of Community Programs

WORKS

- (ID # 4371) 1. Authorize Refund of Property Owner's List Fee - \$11.00
- (ID # 4379) 2. Authorize Conference Attendance - 2016 APWA - Public Works Expo

FINANCE/PERSONNEL

- (ID # 4357) 1. Refund Overpayment of 2014 Taxes - Tax Court Judgment
- (ID # 4369) 2. Refund Overpayment of 2014 Taxes- Tax Court Judgment
- (ID # 4370) 3. Refund Overpayment of 2015 Taxes- Tax Court Judgment
- (ID # 4358) 4. Refund Overpayment of 2015 Taxes- Tax Court Judgment
- (ID #4390) 5. Authorize Refund Overpayment of 2015 Taxes -Special Petition
- (ID # 4363) 6. Pay Quarterly County Taxes, SID Taxes and Open Space Taxes - 3rd Quarter 2016
- (ID # 4262) 7. Authorize Parking Refunds - Summit SmartCard, Prepaid Parking, and Overnight Parking Permits
- (ID # 4364) 8. Authorize Payment of August Bills
- (ID # 4368) 9. Authorize Payment of Bills - \$1,644,879.19

COUNCIL MEMBERS' COMMENTS/NEW BUSINESS

ADJOURNMENT REGULAR MEETING

CLOSED SESSION (IF NEEDED AND AUTHORIZED)

EXPLANATORY NOTE REGARDING CORRESPONDENCE, STAFF & LIAISON REPORTS, AND GENERAL INFORMATION ITEMS

By end of business on Friday before the meeting, unless otherwise indicated, all items on the agenda are distributed to the Mayor, Council, City Administrator, City Treasurer and City Solicitor. Department Heads and the Press are advised via email that the official agenda is available for review on the City's website. An official "Board" copy is available for public inspection in the City Clerk's Office, the Summit Free Public Library reference desk and on the City's website. Oral reports and delayed distributions are noted as needed. Information that arrives after the agenda is completed and sent to the "distribution list" has only been provided to the Mayor, Council, City Administrator and affected Department Head(s).

CORRESPONDENCE

1. Purchasing Letter - Tatlock Park Bleacher Renovation Project

RECEIVED AND FILED

2. Purchasing Letter - Purchase & Installation of Sound System - Investors Bank Field at Tatlock Park

RECEIVED AND FILED

GENERAL INFORMATION

Includes notices, letters copied to the city, ordinances & resolutions from other governing bodies, newsletters and minutes and reports from agencies, boards and commissions. Each item does not appear to require any discussion or action. (Copies of ordinances and resolutions from other governing bodies are not provided, but are available upon request.)

Notices:

1. NJ Department of Environmental Protection - Mosquito Control Resources
2. Township of Berkeley Heights Planning Board Notice - July 20, 2016
3. PSE&G re Lowering Residential Gas Bills

Newsletters:

1. NJ League of Municipalities - Legislative Bulletin - June 2016
2. Family Promise, Inc. - 2015 Annual Report & Financial Statements

Minutes, Reports, etc. from the following:

1. Transportation Advisory Board, Union County - May 4, 2016
2. Fire Department Report - May 2016

ORDINANCES AND RESOLUTIONS EXPLANATION:

A governing body of a municipality may formally act through ordinances or resolutions. Ordinances usually encompass legislative acts. Resolutions usually deal with administrative or acts performed according to legal authority, established procedures or instructions from the Common Council.

Ordinances:

An act initiated by the Common Council that becomes law. The violation of an ordinance may result in summonses being issued. Generally, an ordinance remains in effect until repealed or modified and may not be amended or modified by a resolution. It requires a public hearing and publications in the town's legal paper before becoming effective. Examples of ordinances are those which deal with changing parking or speed limit requirements, code enforcement, implementing State mandates at the local level and creating boards or commissions.

Resolutions:

Any act or regulation that is required to be reduced to writing but may be finally passed at the meeting at which it is introduced. The legal effect of a resolution is the same as an ordinance except summonses cannot be issued for their violation. Generally, life of a resolution is permanent unless there is language to the contrary. Typical resolutions deal with: Opinion expressions; Requests for action to other elected officials or bodies or governmental agency[s]; One-time actions and Routine authorizations such as making appointments and awarding contracts.

City Clerk' Office



Common Council of the City of Summit

Closed Session Agenda for Tuesday, July 26, 2016

7 : 0 0 p m – 7 : 2 0 p m

(Produced by the Office of the Secretary to the Mayor and Council)

ADEQUATE NOTICE

RESOLUTION – Authorize Closed Session

1. Collective Bargaining Matters - NJSA 10:4-12.B (4)
2. Purchase, lease or acquisition of property with public funds - NJSA 10:4-12.b (5)
3. Public safety tactics and techniques - NJSA 10:4-12.b (6)
4. Litigation and/or attorney-client privilege matters - NJSA 10:4-12.b (7)
 - Affordable Housing Update
5. Contract Negotiations (not collective bargaining) - NJSA 10:4-12.b (7)
6. Personnel matters - NJSA 10.4-12.b (8)
 - Declare Vacancies - Two Police Officers
 - Appoint Two New Police Officers
7. Appointments - NJSA 10.4-12.b (8)
 - Memo – R. Licatese, re Unfilled Appointments
 - ◆ Mayor’s Appointments:
(**confirmation required**)
 - Arts Committee (5)
 - Community Programs Advisory Brd (1)
 - (**no confirmation required**)
 - Environmental Commission (Alt. 2)

- ◆ Council Appointments:
 - Air Traffic Noise Advisory Board, UC (1 Alt.)
 - Historic Preservation (Alt. 2, Class C Res.)
 - Naming & Sponsorship Committee (1)
 - Parking Advisory Committee, Summit (1)
 - Passaic River Greenway Task Force (6)
 - Recycling Advisory Committee (2 – Students*)
 - Shade Tree Advisory Board (1 Bldr/Dev.)
 - Zoning Board (Alt. #3)

- known for discussion
- * known for consideration

ADJOURN CLOSED SESSION

Only matters that have bullet points under them were known to need discussion at the time of agenda creation. The other subjects are those permitted for discussion and are listed in case they are needed.



Common Council of the City of Summit

Regular Meeting Agenda for Tuesday, July 26, 2016

7:30 PM

(Produced by the Office of the Secretary to the Mayor and Council)

COMMITTEE MEETING SCHEDULE

Committee - Time - Attendees - Office

BUILDINGS AND GROUNDS COMMITTEE

Monday 1:00 pm – 1:30 pm Dept. of Community Services
Rubino, Sun, Cascais

FINANCE and PERSONNEL COMMITTEE

Monday 1:30 pm – 4:30 pm Large Conference Room
Lizza, Rubino, McTernan, Mayor Radest, Rogers, Gerba

GENERAL SERVICES COMMITTEE

Friday 8:00 am – 8:30 am Large Conference Room
Naidu, Hurley, McNany, Leblein-Josephs

SAFETY COMMITTEE (Police and Fire)

Thursday 4:00 pm – 5:00 pm Police Chief's Conf. Room
5:00 pm – 6:00 pm Police Chief's Conf. Room
Ogden, McTernan, Mayor Radest, Rogers, Evers, Weck

WORKS COMMITTEE

Monday 8:30 am – 9:30 am Dept. of Community Services
Sun, Lizza, Cascais

LAW COMMITTEE

Second Meeting of the Month, as needed 6:00 pm – 6:45 pm Small Conference Room
Ogden, Naidu, Licatese, Cruz

(STAFF REMINDER: Please provide Committee Agendas for the Council President, City Administrator, and the Secretary for distribution on Wednesday.)



ASSISTIVE LISTENING DEVICES AVAILABLE. SEE CITY CLERK.



CALL TO ORDER

ADEQUATE NOTICE COMPLIANCE STATEMENT

Adequate notice of this meeting has been provided by the City Clerk's Office in the preparation of the Council Annual Meeting Notice, dated January 5, 2016, which was properly distributed and posted per statutory requirements.

Please be advised that the FIRE EXITS are to my RIGHT, your left, and at the BACK OF THE ROOM.

The City has a Listening System to assist the hearing impaired. If anyone needs hearing assistance, please obtain the system at the Dais and return it thereafter.

ROLL CALL

PLEDGE OF ALLEGIANCE

EXPLANATORY NOTE REGARDING CLOSED SESSION

A closed session meeting, as authorized by State statute, was announced and held prior to the start of this meeting and the known items for discussion were listed on the published Closed Session agenda.

EXPLANATORY NOTE REGARDING HEARINGS AND COMMENTS

Please be advised that council meetings are broadcast live on Comcast Channel 36 and Verizon Channel 30 and rebroadcast on Thursdays and Saturdays on HomeTowne TV – Comcast 36 and Verizon 33.

When invited to speak, please come to the lectern, clearly state your name and address, spell your last name, and speak into the podium microphone so that your comments can be understood by all and properly recorded. Whenever an audience or Council member reads from a prepared statement, please give or email a copy to the City Clerk's Office at rlicatese@cityofsummit.org. To help facilitate an orderly meeting and to permit all to be heard, speakers are asked to limit their comments to approximately 3 minutes or so in length.

Unless you are using an electronic device to follow the meeting agenda or need it for professional emergency contact purposes, please turn it off. Thank you.

(The following matters were known at agenda deadline. Other matters may arise thereafter that need timely consideration or reaction.)

APPROVAL OF MINUTES

Regular and Closed Session Minutes of July 5, 2016

REPORTS

- Mayor, City Administrator and Council President (Summit Historical Minute)

PRESENTATIONS

- Sanitary Sewer Presentation "Don't Flush It and Forget It" - Aaron Schragger, City Engineer
- Update re Code in Construction Process - Paul Cascais, Director, Department of Community Services

PUBLIC COMMENTS

*At this point in the meeting Council welcomes comments from any member of the public about issues that are **not** topics on tonight's business agenda. Whenever an audience or Council member reads from a prepared statement, please provide a copy to the City Clerk at rlicatese@cityofsummit.org. To help facilitate an orderly meeting and to permit all to be heard, speakers are asked to limit their comments to 3 minutes.*

ASSESSMENT HEARINGS *(Final action takes place under "Resolutions" immediately below)*

- Essex Road Curb and Sidewalk Improvements (Ordinance # 13-3026)
- Magnolia Place, Primrose Place, Montview Road and Surrey Road Curb and Sidewalk Improvements (Ordinance #13-3027)
- Fairview Avenue Curb and Sidewalk Improvements (Ordinance #14-3064)
- Fernwood Road and Ridge Road Curb and Sidewalk Improvements (Ordinance #14-3065)

RESOLUTIONS

*(Staff reports are attached as appropriate. Items are listed according to Council Committees, those in **italics** indicate secondary committee reference. Unless otherwise indicated, or desired by Committee Chair, or a Council member advises that they will be voting in the negative, all Committee resolutions may be voted on at once.)*

FINANCE/PERSONNEL

- | | |
|------------|-----------------------------------------------------------------------------------------------------------------------------|
| (ID #4374) | 1. Approve Assessment Report - Essex Road Curb and Sidewalk Improvements |
| (ID #4383) | 2. Authorize Interest Rate - Essex Road Curb and Sidewalk Improvements |
| (ID #4375) | 3. Approve Assessment Report - Magnolia Place, Primrose Place, Montview Road and Surrey Road Curb and Sidewalk Improvements |
| (ID #4384) | 4. Authorize Interest Rate - Magnolia Place, Primrose Place, Montview Road and Surrey Road Curb and Sidewalk Improvements |
| (ID #4376) | 5. Approve Assessment Report - Fairview Avenue Curb and Sidewalk Improvements |
| (ID #4385) | 6. Authorize Interest Rate - Fairview Avenue Curb and Sidewalk Improvements |
| (ID #4377) | 7. Approve Assessment Report - Fernwood Road and Ridge Road Curb and Sidewalk Improvements |
| (ID #4386) | 8. Authorize Interest Rate - Fernwood Road and Ridge Road Curb and Sidewalk Improvements |

- (ID #4392) 9. Authorize Issuance of Certificate of Insurance – SDI – Promotional Banner Cable and Brackets Installation – 367 Springfield Avenue

BUILDINGS AND GROUNDS

- (ID # 4361) Authorize Execution of License Agreement for Abandoned Railway (RVRR) for Parkline Development Between NJDOT and the City of Summit

GENERAL SERVICES

- (ID # 4359) 1. Award Bid - Purchase and Installation of Sound System - Investors Bank Field at Tatlock Park - \$46,484.00
- (ID # 4348) 2. Reject Bid and Authorize Negotiations - Tatlock Park Bleacher Renovation Project
- (ID # 4354) 3. Authorize Execution - 2016 Union County Kids Recreation Trust Fund Grant Application
- (ID # 4378) 4. Authorize Execution of Agreement with the County of Union to Modify the Cooperative Agreement Dated June 2016

LAW

- (ID # 4373) 1. Renew 2016-2017 Liquor License – Marco Polo Restaurant & Tavern, Inc.
- (ID # 4350) 2. Support A-2452 – Which Creates New Liquor Licenses or Permits Issuance of Additional Liquor Licenses
- (ID # 4394) 3. Acknowledge Surrender of Club Liquor License - Italian American Civic Federation

WORKS

- (ID # 4362) 1. Authorize Execution of Revocable License Agreement to Permit Easement Encroachment - 25 Chatham Road
- (ID # 4360) 2. Authorize Removal of Sidewalk - 26, 28, & 30 Edgemont Avenue
- (ID # 4393) 3. Amend Membership Categories and Appoint Members – Recycling Advisory Committee (*Pending Closed Session Discussion*)

SAFETY

- (ID #4387) 1. Declare Vacancies – Police Department - Two Police Officers (*Pending Closed Session Discussion*)
- (ID #4388) 2. Appoint Two (2) New Police Officers (*Pending Closed Session Discussion*)

CONSENT AGENDA

SAFETY

- (ID # 4380) 1. Grant Permission and Set Forth Conditions - YMCA - Community Yoga Event
- (ID # 4381) 2. Authorize Co-Sponsorship 9/11 Observance - Village Green
- (ID # 4397) 3. Grant Permission and Set Forth Conditions - SDI - Sizzlin' Summit Summer Sales (*Subject to Review and Approval of the Property Use Committee*)

GENERAL SERVICES

- (ID # 4372) Authorize Refunds - Department of Community Programs

WORKS

- (ID # 4371) 1. Authorize Refund of Property Owner's List Fee - \$11.00
- (ID # 4379) 2. Authorize Conference Attendance - 2016 APWA - Public Works Expo

FINANCE/PERSONNEL

- (ID # 4357) 1. Refund Overpayment of 2014 Taxes - Tax Court Judgment
- (ID # 4369) 2. Refund Overpayment of 2014 Taxes- Tax Court Judgment
- (ID # 4370) 3. Refund Overpayment of 2015 Taxes- Tax Court Judgment
- (ID # 4358) 4. Refund Overpayment of 2015 Taxes- Tax Court Judgment
- (ID #4390) 5. Authorize Refund Overpayment of 2015 Taxes -Special Petition
- (ID # 4363) 6. Pay Quarterly County Taxes, SID Taxes and Open Space Taxes - 3rd Quarter 2016
- (ID # 4262) 7. Authorize Parking Refunds - Summit SmartCard, Prepaid Parking, and Overnight Parking Permits
- (ID # 4364) 8. Authorize Payment of August Bills
- (ID # 4368) 9. Authorize Payment of Bills - \$1,644,879.19

COUNCIL MEMBERS' COMMENTS/NEW BUSINESS

ADJOURNMENT REGULAR MEETING

CLOSED SESSION (IF NEEDED AND AUTHORIZED)

EXPLANATORY NOTE REGARDING CORRESPONDENCE, STAFF & LIAISON REPORTS, AND GENERAL INFORMATION ITEMS

By end of business on Friday before the meeting, unless otherwise indicated, all items on the agenda are distributed to the Mayor, Council, City Administrator, City Treasurer and City Solicitor. Department Heads and the Press are advised via email that the official agenda is available for review on the City's website. An official "Board" copy is available for public inspection in the City Clerk's Office, the Summit Free Public Library reference desk and on the City's website. Oral reports and delayed distributions are noted as needed. Information that arrives after the agenda is completed and sent to the "distribution list" has only been provided to the Mayor, Council, City Administrator and affected Department Head(s).

CORRESPONDENCE

1. Purchasing Letter - Tatlock Park Bleacher Renovation Project

RECEIVED AND FILED

2. Purchasing Letter - Purchase & Installation of Sound System - Investors Bank Field at Tatlock Park

RECEIVED AND FILED

GENERAL INFORMATION

Includes notices, letters copied to the city, ordinances & resolutions from other governing bodies, newsletters and minutes and reports from agencies, boards and commissions. Each item does not appear to require any discussion or action. (Copies of ordinances and resolutions from other governing bodies are not provided, but are available upon request.)

Notices:

1. NJ Department of Environmental Protection - Mosquito Control Resources
2. Township of Berkeley Heights Planning Board Notice - July 20, 2016
3. PSE&G re Lowering Residential Gas Bills

Newsletters:

1. NJ League of Municipalities - Legislative Bulletin - June 2016
2. Family Promise, Inc. - 2015 Annual Report & Financial Statements

Minutes, Reports, etc. from the following:

1. Transportation Advisory Board, Union County - May 4, 2016
2. Fire Department Report - May 2016

ORDINANCES AND RESOLUTIONS EXPLANATION:

A governing body of a municipality may formally act through ordinances or resolutions. Ordinances usually encompass legislative acts. Resolutions usually deal with administrative or acts performed according to legal authority, established procedures or instructions from the Common Council.

Ordinances:

An act initiated by the Common Council that becomes law. The violation of an ordinance may result in summonses being issued. Generally, an ordinance remains in effect until repealed or modified and may not be amended or modified by a resolution. It requires a public hearing and publications in the town's legal paper before becoming effective. Examples of ordinances are those which deal with changing parking or speed limit requirements, code enforcement, implementing State mandates at the local level and creating boards or commissions.

Resolutions:

Any act or regulation that is required to be reduced to writing but may be finally passed at the meeting at which it is introduced. The legal effect of a resolution is the same as an ordinance except summonses cannot be issued for their violation. Generally, life of a resolution is permanent unless there is language to the contrary. Typical resolutions deal with: Opinion expressions; Requests for action to other elected officials or bodies or governmental agency[s]; One-time actions and Routine authorizations such as making appointments and awarding contracts.

City Clerk' Office

M e m o r a n d u m

To: WORKS COMMITTEE CHAIRPERSON
CC: MAYOR, COUNCIL, DCS DIRECTOR
From: ROSEMARY LICATESE, CITY CLERK

Re: ASSESSMENT ORDINANCE HEARING/S

1. ESSEX ROAD CURB & SIDEWALK IMPROVEMENTS
2. MAGNOLIA PLACE, PRIMROSE PLACE, MONTVIEW ROAD AND SURREY ROAD CURB & SIDEWALK IMPROVEMENTS
3. FAIRVIEW AVENUE CURB & SIDEWALK IMPROVEMENTS
4. FERNWOOD ROAD AND RIDGE ROAD CURB & SIDEWALK IMPROVEMENTS

In order to let you know how we have reached the end of the process of the assessment ordinance that authorized the improvements to the street(s) listed on the July 26, 2016 Council Meeting agenda, the City Clerk prepared the comments, which I will read, describing the many steps, which are involved in this process:

1. Before the introduction of the ordinance authorizing the improvements, the Works Committee and the City Engineer held an informal hearing with the affected property owners advising of the need for the improvements and the City's approach to such improvements.
2. Upon introduction of the ordinance, the City Clerk mailed the ordinance to the affected property owners advising them of the hearing date and placed the appropriate legal notice in the Union County Local Source.
3. After the project was completed, the City Clerk mailed the notice of the Tax Assessor's hearing on the project, the ordinance and the costs attributable to the improvements to each effected property owner and placed the appropriate legal notice in the Union County Local Source.
4. The Tax Assessor/City Engineer held the hearing at which time the affected property owners were afforded the opportunity to question the cost of the assessment to their property.
5. A report of the Tax Assessor/City Engineer's hearing along with the costs attributable to each property were distributed to the Mayor and Council with the agenda information for the meeting at which tonight's hearing was set.
6. Upon setting tonight's hearing, the City Clerk mailed the notice of this meeting, the ordinance and the costs attributable to the improvements to each affected property owner and placed the appropriate legal notice in the Union County Local Source.

Now is the time for property owners to speak to the Council regarding the assessment to their property. We wish to emphasize that the improvements do **not** raise your real estate taxes.

Communication: Assessment Hearing Process Memo (Assessment Hearings)

Resolution (ID # 4374)
July 26, 2016

**APPROVE ASSESSMENT REPORT - ESSEX ROAD CURB AND SIDEWALK
IMPROVEMENTS**

WHEREAS, the City Engineer of the City of Summit has reported, in writing, the assessments for lands and real estate benefited by reason of the improvements provided for in Ordinance #13-3026 as passed on September 3, 2013, and

WHEREAS, the Common Council thereafter directed that said report should be considered by said Council at a meeting to be held on Tuesday evening , July 26, 2016, and designated and directed the City Clerk to give at least two weeks previous notice thereof by advertising the same in the Union County Local Source, a newspaper circulating in the City of Summit, at least once in each week for two weeks prior to said meeting, and also by mailing a copy of said notice to the owner or owners named in said report directed to their last known post office address, said notice briefly to state the objects of said meeting with reference as directed by said Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the report of the City Engineer showing the improvements provided for in Ordinance #13-3026, as passed on September 3, 2013, be and the same are hereby adopted and confirmed and the City Clerk is hereby directed to certify a duplicate of the same to the Tax Collector of the City of Summit.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

MEMORANDUM

To: Rosemary Licatase, City Clerk
From: Aaron J. Schrager, City Engineer
Date: June 10, 2016
Ecc: Tim O'Connor, Tax Assessor
RE: Hearing for Special Assessments of Sidewalks and Curbs



In accordance with the City's policy for assessment ordinances, a public hearing was held on June 7, 2016 in the DCS conference room. Three (3) residents came to the hearings and twenty (20) called to discuss their assessments. Changes to the preliminary assessments were made as needed and final costs sheets are attached to this memo. The specific ordinances are as follows:

1. 13-3026 Essex Road
2. 13-3027 Magnolia, Montview, Primrose, Surrey
3. 14-3064 Fairview
4. 14-3065 Fernwood & Ridge

At this time I recommend that the cost sheets for these projects be accepted by Council and to schedule a formal hearing for each ordinance.



Project Assessment Sheet

Essex Road
 City of Summit - Engineering Division
 908.273.6404
 DATE: 5.16.2016
 Checked By: RM 5.26.2016 (noted)

Curb Cost: \$24.00

Per LF

BLOCK	LOT	#	ADDRESS	GRANITE CURB		CONCRETE SIDEWALK 4"		Credit	TOTAL ASSESSMENT
				LF	\$24/LF	SY	\$60/SY		
2306	10	112	Essex Road	23	\$ 552.00	0	\$0.00		\$552.00
2306	11	108	Essex Road	30	\$ 720.00	0	\$0.00		\$720.00
2304	1	60	Whittredge Road	175	\$ 4,200.00	0	\$0.00		\$4,200.00
2304	8	62	Essex Road	172	\$ 4,128.00	0	\$0.00		\$4,128.00
2305	14	82	Essex Road	90	\$ 2,160.00	0	\$0.00		\$2,160.00
2305	15	78	Essex Road	100	\$ 2,400.00	0	\$0.00		\$2,400.00
2305	16	74	Essex Road	171	\$ 4,104.00	0	\$0.00		\$4,104.00
2305	17	34	Dogwood Drive	14	\$ 336.00	0	\$0.00		\$336.00
2402	5	109	Essex Road	35	\$ 840.00	0	\$0.00		\$840.00
2405	30	55	Essex Road	257	\$ 6,168.00	0	\$0.00		\$6,168.00
2405	31	65	Essex Road	169	\$ 4,056.00	0	\$0.00		\$4,056.00
2405	32	75	Essex Road	200	\$ 4,800.00	0	\$0.00		\$4,800.00
2405	34	5	Robin Hood Road	112	\$ 2,688.00	0	\$0.00		\$2,688.00
2501	8	3	Essex Road	196	\$ 4,704.00	0	\$0.00		\$4,704.00
2501	9	7	Essex Road	250	\$ 6,000.00	0	\$0.00		\$6,000.00
2501	10	9	Essex Road	125	\$ 3,000.00	0	\$0.00		\$3,000.00
2501	11	11	Essex Road	100	\$ 2,400.00	0	\$0.00		\$2,400.00
2501	12	17	Essex Road	197	\$ 4,728.00	0	\$0.00		\$4,728.00
2501	13	19	Essex Road	200	\$ 4,800.00	3.55	\$213.00		\$5,013.00
2501	14	21	Essex Road	150	\$ 3,600.00	0	\$0.00		\$3,600.00
2501	16	63	Whittredge Road	93	\$ 2,232.00	0	\$0.00		\$2,232.00
2611	17	30	Essex Road	438	\$ 10,512.00	0	\$0.00		\$10,512.00
2611	18	22	Essex Road	204	\$ 4,896.00	0	\$0.00		\$4,896.00
2611	19	16	Essex Road	150	\$ 3,600.00	0	\$0.00		\$3,600.00
2611	20	14	Essex Road	150	\$ 3,600.00	0	\$0.00		\$3,600.00
2611	22	6	Essex Road	200	\$ 4,800.00	3.55	\$213.00		\$5,013.00
2611	23	2	Essex Road	239	\$ 5,736.00	1.77	\$106.20		\$5,842.20
TOTAL					\$101,760.00		\$532.20	-\$406.60	\$101,885.60

Resolution (ID # 4383)
July 26, 2016

AUTHORIZE INTEREST RATE - ESSEX ROAD CURB AND SIDEWALK IMPROVEMENTS

WHEREAS, the report of the City Engineer of the City of Summit regarding the improvements provided for in Ordinance #13-3026, as passed on September 3, 2013, has been adopted and confirmed.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

- . That, said improvements, as provided for in Ordinance #13-3026 be designated as Assessment #358 and the interest rate be fixed at 1.82%.
- . That the Tax Collector be and she is hereby authorized and directed to allow said assessments to be paid in ten (10) annual installments with legal interest as aforesaid at 1.82% per annum on the unpaid balances of said assessments. The first of said installments shall be due and payable thirty (30) days after confirmation of the assessment, and each subsequent annual installment and interest shall be payable yearly thereafter.
- . That any owner of land so assessed shall have the privilege of paying all of said assessment or any balance of installments with accrued interest thereon at one time.
- . That if any installment shall remain unpaid for thirty (30) days from and after the time it shall become due and payable, the whole assessment or balance thereof shall become and be immediately due and payable, and shall draw interest at the rate imposed upon the arrearages of taxes in the City of Summit, and shall be collected in the same manner as provided by law, for other past due assessments.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4375)
July 26, 2016

APPROVE ASSESSMENT REPORT - MAGNOLIA PLACE, PRIMROSE PLACE, MONTVIEW ROAD AND SURREY ROAD CURB AND SIDEWALK IMPROVEMENTS

WHEREAS, the City Engineer of the City of Summit has reported, in writing, the assessments for lands and real estate benefited by reason of the improvements provided for in Ordinance #13-3027 as passed on September 3, 2013, and

WHEREAS, the Common Council thereafter directed that said report should be considered by said Council at a meeting to be held on Tuesday evening , July 26, 2016, and designated and directed the City Clerk to give at least two weeks previous notice thereof by advertising the same in the Union County Local Source, a newspaper circulating in the City of Summit, at least once in each week for two weeks prior to said meeting, and also by mailing a copy of said notice to the owner or owners named in said report directed to their last known post office address, said notice briefly to state the objects of said meeting with reference as directed by said Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the report of the City Engineer showing the improvements provided for in Ordinance #13-3027, as passed on September 3, 2013, be and the same are hereby adopted and confirmed and the City Clerk is hereby directed to certify a duplicate of the same to the Tax Collector of the City of Summit.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

MEMORANDUM

To: Rosemary Licatase, City Clerk
From: Aaron J. Schrager, City Engineer
Date: June 10, 2016
Ecc: Tim O'Connor, Tax Assessor
RE: Hearing for Special Assessments of Sidewalks and Curbs



In accordance with the City's policy for assessment ordinances, a public hearing was held on June 7, 2016 in the DCS conference room. Three (3) residents came to the hearings and twenty (20) called to discuss their assessments. Changes to the preliminary assessments were made as needed and final costs sheets are attached to this memo. The specific ordinances are as follows:

1. 13-3026 Essex Road
2. 13-3027 Magnolia, Montview, Primrose, Surrey
3. 14-3064 Fairview
4. 14-3065 Fernwood & Ridge

At this time I recommend that the cost sheets for these projects be accepted by Council and to schedule a formal hearing for each ordinance.



Project Assessment Sheet

City of Summit - Engineering Division
 908.273.6404
 DATE: 5.16.2016
 Checked By: RM

BLOCK	LOT	#	ADDRESS	GRANITE CURB		CONCRETE SIDEWALK 4"		TOTAL ASSESMENT
				LF	\$24/LF	SY	\$54/SY	
4606	8	3	Montview Road	75	\$ 1,800.00	0	\$0.00	\$1,800.00
4606	9	9	Montview Road	75	\$ 1,800.00	0	\$0.00	\$1,800.00
4606	10	11	Montview Road	110	\$ 2,640.00	0	\$0.00	\$2,640.00
4606	15	121	Oak Ridge Avenue	0	\$ -	3.56	\$192.24	\$192.24
4802	2	5	Primrose Place	75	\$ 1,800.00	0	\$0.00	\$1,800.00
4802	3	7	Primrose Place	75	\$ 1,800.00	0	\$0.00	\$1,800.00
4801	1	1	Magnolia Place	180	\$ 4,320.00	0	\$0.00	\$4,320.00
4801	2	5	Magnolia Place	100	\$ 2,400.00	0	\$0.00	\$2,400.00
4802	14	161	Oak Ridge Avenue	80	\$ 1,920.00	0	\$0.00	\$1,920.00
4802	15	6	Magnolia Place	100	\$ 2,400.00	0	\$0.00	\$2,400.00
4802	16	162	Mountain Avenue	181	\$ 4,344.00	0	\$0.00	\$4,344.00
4801	13	2	Surrey Road	155	\$ 3,720.00	0	\$0.00	\$3,720.00
5104	1	1	Surrey Road	200	\$ 4,800.00	0	\$0.00	\$4,800.00
5104	2	7	Surrey Road	100	\$ 2,400.00	0	\$0.00	\$2,400.00
TOTAL								\$36,336.24

Attachment: MMPS memo & cost sheet (4375 : Approve Assessment Report - Magnolia, Primrose, Montview & Surrey Curb and Sidewalk

Resolution (ID # 4384)
July 26, 2016

**AUTHORIZE INTEREST RATE - MAGNOLIA PLACE, PRIMROSE PLACE, MONTVIEW
ROAD AND SURREY ROAD CURB AND SIDEWALK IMPROVEMENTS**

WHEREAS, the report of the City Engineer of the City of Summit regarding the improvements provided for in Ordinance #13-3027, as passed on September 3, 2013, has been adopted and confirmed.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

- . That, said improvements, as provided for in Ordinance #13-3027 be designated as Assessment #359 and the interest rate be fixed at 1.82%.
- . That the Tax Collector be and she is hereby authorized and directed to allow said assessments to be paid in ten (10) annual installments with legal interest as aforesaid at 1.82% per annum on the unpaid balances of said assessments. The first of said installments shall be due and payable thirty (30) days after confirmation of the assessment, and each subsequent annual installment and interest shall be payable yearly thereafter.
- . That any owner of land so assessed shall have the privilege of paying all of said assessment or any balance of installments with accrued interest thereon at one time.
- . That if any installment shall remain unpaid for thirty (30) days from and after the time it shall become due and payable, the whole assessment or balance thereof shall become and be immediately due and payable, and shall draw interest at the rate imposed upon the arrearages of taxes in the City of Summit, and shall be collected in the same manner as provided by law, for other past due assessments.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4376)
July 26, 2016

**APPROVE ASSESSMENT REPORT - FAIRVIEW AVENUE CURB AND SIDEWALK
IMPROVEMENTS**

WHEREAS, the City Engineer of the City of Summit has reported, in writing, the assessments for lands and real estate benefited by reason of the improvements provided for in Ordinance #14-3064 as passed on July 29, 2014, and

WHEREAS, the Common Council thereafter directed that said report should be considered by said Council at a meeting to be held on Tuesday evening , July 26, 2016, and designated and directed the City Clerk to give at least two weeks previous notice thereof by advertising the same in the Union County Local Source, a newspaper circulating in the City of Summit, at least once in each week for two weeks prior to said meeting, and also by mailing a copy of said notice to the owner or owners named in said report directed to their last known post office address, said notice briefly to state the objects of said meeting with reference as directed by said Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the report of the City Engineer showing the improvements provided for in Ordinance #14-3064, as passed on July 29, 2014, be and the same are hereby adopted and confirmed and the City Clerk is hereby directed to certify a duplicate of the same to the Tax Collector of the City of Summit.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

MEMORANDUM

To: Rosemary Licatase, City Clerk
From: Aaron J. Schrager, City Engineer
Date: June 10, 2016
Ecc: Tim O'Connor, Tax Assessor
RE: Hearing for Special Assessments of Sidewalks and Curbs



In accordance with the City's policy for assessment ordinances, a public hearing was held on June 7, 2016 in the DCS conference room. Three (3) residents came to the hearings and twenty (20) called to discuss their assessments. Changes to the preliminary assessments were made as needed and final costs sheets are attached to this memo. The specific ordinances are as follows:

1. 13-3026 Essex Road
2. 13-3027 Magnolia, Montview, Primrose, Surrey
3. 14-3064 Fairview
4. 14-3065 Fernwood & Ridge

At this time I recommend that the cost sheets for these projects be accepted by Council and to schedule a formal hearing for each ordinance.



Project Assessment Sheet

PROJECT: Fairview Avenue Improvements
 City of Summit - Engineering Division
 908.273.6404
 DATE: 5.26.16
 checked by RM 5/26/2016

Curb Cost: \$20.00 Per LF
 Sidewalk Cost: \$50.00 Per SY
 Driveway Cost: \$70.00 Per SY

BLOCK	LOT	#	ADDRESS	CURB		SIDEWALK		DRIVEWAY		Credit	Final Amount		
				LF	COST	SY	COST	SY	COST				
1703	16	44	Fairview Avenue	105	\$ 2,100.00	0	\$ -	0	\$ -		\$ 2,100.00		
	17	42	Fairview Avenue	55	\$ 1,100.00	0	\$ -	0	\$ -		\$ 1,100.00		
	18	40	Fairview Avenue	55	\$ 1,100.00	0	\$ -	0	\$ -		\$ 1,100.00		
		19	38	Fairview Avenue	0	\$ -	0	\$ -	0	\$ -		\$ -	
		20	36	Fairview Avenue	50	\$ 1,000.00	0	\$ -	0	\$ -		\$ 1,000.00	
		21	34	Fairview Avenue	60	\$ 1,200.00	0	\$ -	0	\$ -		\$ 1,200.00	
		22	32	Fairview Avenue	50	\$ 1,000.00	0	\$ -	0	\$ -		\$ 1,000.00	
		23	30	Fairview Avenue	15	\$ 300.00	0	\$ -	0	\$ -		\$ 300.00	
		24	28	Fairview Avenue	50	\$ 1,000.00	0	\$ -	0	\$ -		\$ 1,000.00	
		25	24	Fairview Avenue	0	\$ -	0	\$ -	0	\$ -		\$ -	
		26	22	Fairview Avenue	50	\$ 1,000.00	0	\$ -	0	\$ -		\$ 1,000.00	
		27	20	Fairview Avenue	50	\$ 1,000.00	0	\$ -	0	\$ -		\$ 1,000.00	
		28	18	Fairview Avenue	0	\$ -	0	\$ -	0	\$ -		\$ -	
		29	16	Fairview Avenue	50	\$ 1,000.00	0	\$ -	0	\$ -		\$ 1,000.00	
		30	14	Fairview Avenue	0	\$ -	0	\$ -	0	\$ -		\$ -	
		31	12	Fairview Avenue	75	\$ 1,500.00	0	\$ -	0	\$ -		\$ 1,500.00	
		32	10	Fairview Avenue	0	\$ -	0	\$ -	0	\$ -		\$ -	
		33	8	Fairview Avenue	125	\$ 2,500.00	0	\$ -	0	\$ -		\$ 2,500.00	
						\$ -		\$ -		\$ -		\$ -	
	1802	12	661	Springfield Avenue	106	\$ 2,120.00	0	\$ -	0	\$ -		\$ 2,120.00	
		13	7	Fairview Avenue	60	\$ 1,200.00	0	\$ -	0	\$ -		\$ 1,200.00	
			14	9	Fairview Avenue	19	\$ 380.00	0	\$ -	0	\$ -		\$ 380.00
			15	11	Fairview Avenue	0	\$ -	0	\$ -	0	\$ -		\$ -
			16	13	Fairview Avenue	0	\$ -	0	\$ -	0	\$ -		\$ -
			17	17	Fairview Avenue	12	\$ 240.00	0	\$ -	0	\$ -		\$ 240.00
							\$ -		\$ -		\$ -		\$ -
		1801	8	25	Fairview Avenue	75	\$ 1,500.00	0	\$ -	0	\$ -		\$ 1,500.00
			9	27	Fairview Avenue	40	\$ 800.00	0	\$ -	0	\$ -		\$ 800.00
			10	29	Fairview Avenue	12	\$ 240.00	0	\$ -	0	\$ -		\$ 240.00
			11	31	Fairview Avenue	12	\$ 240.00	0	\$ -	0	\$ -		\$ 240.00
			12	35	Fairview Avenue	22	\$ 440.00	0	\$ -	0	\$ -		\$ 440.00
			13	37	Fairview Avenue	20	\$ 400.00	0	\$ -	0	\$ -		\$ 400.00
			14	39	Fairview Avenue	16	\$ 320.00	0	\$ -	0	\$ -		\$ 320.00
15			32	Beekman Road	0	\$ -	0	\$ -	0	\$ -		\$ -	
					TOTAL		\$23,680.00		\$ -		\$ -		\$ 23,680.00

Resolution (ID # 4385)
July 26, 2016

**AUTHORIZE INTEREST RATE - FAIRVIEW AVENUE CURB AND SIDEWALK
IMPROVEMENTS**

WHEREAS, the report of the City Engineer of the City of Summit regarding the improvements provided for in Ordinance #14-3064, as passed on July 29, 2014, has been adopted and confirmed.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

- . That, said improvements, as provided for in Ordinance #14-3064 be designated as Assessment #360 and the interest rate be fixed at 1.82%.
- . That the Tax Collector be and she is hereby authorized and directed to allow said assessments to be paid in ten (10) annual installments with legal interest as aforesaid at 1.82% per annum on the unpaid balances of said assessments. The first of said installments shall be due and payable thirty (30) days after confirmation of the assessment, and each subsequent annual installment and interest shall be payable yearly thereafter.
- . That any owner of land so assessed shall have the privilege of paying all of said assessment or any balance of installments with accrued interest thereon at one time.
- . That if any installment shall remain unpaid for thirty (30) days from and after the time it shall become due and payable, the whole assessment or balance thereof shall become and be immediately due and payable, and shall draw interest at the rate imposed upon the arrearages of taxes in the City of Summit, and shall be collected in the same manner as provided by law, for other past due assessments.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4377)
July 26, 2016

**APPROVE ASSESSMENT REPORT - FERNWOOD ROAD AND RIDGE ROAD CURB AND
SIDEWALK IMPROVEMENTS**

WHEREAS, the City Engineer of the City of Summit has reported, in writing, the assessments for lands and real estate benefited by reason of the improvements provided for in Ordinance #14-3065 as passed on July 29, 2014, and

WHEREAS, the Common Council thereafter directed that said report should be considered by said Council at a meeting to be held on Tuesday evening , July 26, 2016, and designated and directed the City Clerk to give at least two weeks previous notice thereof by advertising the same in the Union County Local Source, a newspaper circulating in the City of Summit, at least once in each week for two weeks prior to said meeting, and also by mailing a copy of said notice to the owner or owners named in said report directed to their last known post office address, said notice briefly to state the objects of said meeting with reference as directed by said Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the report of the City Engineer showing the improvements provided for in Ordinance #14-3065, as passed on July 29, 2014, be and the same are hereby adopted and confirmed and the City Clerk is hereby directed to certify a duplicate of the same to the Tax Collector of the City of Summit.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

MEMORANDUM

To: Rosemary Licatase, City Clerk
From: Aaron J. Schrager, City Engineer
Date: June 10, 2016
Ecc: Tim O'Connor, Tax Assessor
RE: Hearing for Special Assessments of Sidewalks and Curbs



In accordance with the City's policy for assessment ordinances, a public hearing was held on June 7, 2016 in the DCS conference room. Three (3) residents came to the hearings and twenty (20) called to discuss their assessments. Changes to the preliminary assessments were made as needed and final costs sheets are attached to this memo. The specific ordinances are as follows:

1. 13-3026 Essex Road
2. 13-3027 Magnolia, Montview, Primrose, Surrey
3. 14-3064 Fairview
4. 14-3065 Fernwood & Ridge

At this time I recommend that the cost sheets for these projects be accepted by Council and to schedule a formal hearing for each ordinance.



Project Assessment Sheet

PROJECT: Fernwood Road & Ridge Road Improvements Curb Cost: \$20.00 Per LF
 City of Summit - Engineering Division Sidewalk Cost: \$75.00 Per SY
 908.273.6404 Driveway Cost: \$75.00 Per SY
 DATE: 6.25.14 Granite Block \$50.00 Per SY
 Checked By: INITIALS: AJS

BLOCK	LOT	#	ADDRESS	CURB		SIDEWALK		DRIVEWAY		GRANITE BLOCK APRONS		Credit	Final Amount
				LF	COST	SY	COST	SY	COST	SY	COST		
2301	17	6	Whitredge Road	19	\$ 380.00	9.8	\$ 735.00	8.5	\$ 637.50		\$ -		\$ 1,752.50
	15	10	Fernwood Road	0	\$ -	4.4	\$ 333.33	0	\$ -		\$ -		\$ 333.33
	14	14	Fernwood Road	0	\$ -		\$ -	0	\$ -		\$ -		\$ -
	13	18	Fernwood Road	24	\$ 480.00	0	\$ -	5.3	\$ 400.00		\$ -		\$ 880.00
	12	20	Fernwood Road	20	\$ 400.00	0	\$ -	0	\$ -	7.50	\$ 375.00		\$ 775.00
	11	24	Fernwood Road	17	\$ 340.00	0	\$ -	0	\$ -		\$ -		\$ 340.00
	10	24	Ridge Road	392	\$ 7,840.00	55.6	\$ 4,166.67	0	\$ -		\$ -		\$ 12,006.67
	9	26	Ridge Road	309	\$ 6,180.00	1.8	\$ 133.33	0	\$ -	25.40	\$ 1,270.00		\$ 7,583.33
					\$ -		\$ -		\$ -		\$ -		\$ -
2201	1	39	Ridge Road	137	\$ 2,740.00	0	\$ -	0	\$ -		\$ -		\$ 2,740.00
	1.01	37	Ridge Road	60	\$ 1,200.00	0	\$ -	0	\$ -		\$ -		\$ 1,200.00
	27	35	Ridge Road	25	\$ 500.00	0	\$ -	13.9	\$ 1,041.67		\$ -		\$ 1,541.67
	26	33	Ridge Road	166	\$ 3,320.00	0	\$ -	0	\$ -		\$ -		\$ 3,320.00
	25	29	Ridge Road	24	\$ 480.00	0	\$ -	12.7	\$ 950.00		\$ -		\$ 1,430.00
	24	42	Fernwood Road	114	\$ 2,280.00	0	\$ -	0	\$ -		\$ -		\$ 2,280.00
	21	60	Fernwood Road	3	\$ 60.00	0	\$ -	0	\$ -		\$ -		\$ 60.00
	19	70	Fernwood Road	2	\$ 40.00	0	\$ -	6.3	\$ 475.00		\$ -		\$ 515.00
	18	72	Fernwood Road	31	\$ 620.00	0	\$ -	20.2	\$ 1,516.67		\$ -		\$ 2,136.67
	17	76	Fernwood Road	107	\$ 2,140.00	0	\$ -		\$ -	12.40	\$ 620.00		\$ 2,760.00
	16	55	Oxbow Lane	174	\$ 3,480.00	0	\$ -	0	\$ -		\$ -		\$ 3,480.00
					\$ -		\$ -		\$ -		\$ -		\$ -
2105	1	58	Oxbow Lane	106	\$ 2,120.00	0	\$ -	0	\$ -		\$ -		\$ 2,120.00
	35	92	Fernwood Road	96	\$ 1,920.00	0	\$ -	0	\$ -	12.00	\$ 600.00		\$ 2,520.00
	34	96	Fernwood Road	90	\$ 1,800.00	0	\$ -	0	\$ -		\$ -		\$ 1,800.00
	33	100	Fernwood Road	3	\$ 60.00	0	\$ -	8.9	\$ 666.67	12.40	\$ 620.00		\$ 1,346.67
	32	165	Hill Crest Avenue	120	\$ 2,400.00	0	\$ -	0	\$ -		\$ -		\$ 2,400.00
					\$ -		\$ -		\$ -		\$ -		\$ -
2103	5	166	Hill Crest Ave	230	\$ 4,600.00	0	\$ -	0	\$ -		\$ -		\$ 4,600.00
	4	126	Fernwood Road	15	\$ 300.00	0	\$ -		\$ -		\$ -		\$ 300.00
					\$ -		\$ -		\$ -		\$ -		\$ -
2206	11	117	Fernwood Road	101	\$ 2,020.00	0	\$ -	0	\$ -		\$ -		\$ 2,020.00
					\$ -		\$ -		\$ -		\$ -		\$ -
2204	1	107	Fernwood Road	150	\$ 3,000.00	0	\$ -	10	\$ 750.00	14.00	\$ 700.00		\$ 4,450.00
	13	103	Fernwood Road	110	\$ 2,200.00	0	\$ -	0	\$ -		\$ -		\$ 2,200.00
	12	99	Fernwood Road	180	\$ 3,600.00	0	\$ -	0	\$ -		\$ -		\$ 3,600.00
	10	91	Fernwood Road	17	\$ 340.00	0	\$ -	0	\$ -		\$ -		\$ 340.00
	9	87	Fernwood Road	125	\$ 2,500.00	0	\$ -	0	\$ -		\$ -		\$ 2,500.00
					\$ -		\$ -		\$ -		\$ -		\$ -
2202	9	65	Fernwood Road	47	\$ 940.00	0	\$ -	0	\$ -	32.00	\$ 1,600.00		\$ 2,540.00
	6	49	Fernwood Road	102	\$ 2,040.00	0	\$ -	0	\$ -		\$ -		\$ 2,040.00
	5	43	Fernwood Road	104	\$ 2,080.00	0	\$ -	0	\$ -		\$ -		\$ 2,080.00
	4	19	Ridge Road	465	\$ 9,300.00	0	\$ -	10.9	\$ 816.67		\$ -		\$ 10,116.67
	3	17	Ridge Road	150	\$ 3,000.00	0	\$ -	0	\$ -		\$ -		\$ 3,000.00
	2	11	Ridge Road	117	\$ 2,340.00	0	\$ -	0	\$ -	44.00	\$ 2,200.00		\$ 4,540.00
	1	7	Ridge Road	85	\$ 1,700.00	0	\$ -	0	\$ -		\$ -		\$ 1,700.00
					\$ -		\$ -		\$ -		\$ -		\$ -
2302	10	130	Hobart Avenue	0	\$ -	8.9	\$ 666.67	0	\$ -		\$ -		\$ 666.67
	9	25	Fernwood Road	0	\$ -	40.9	\$ 3,066.67	0	\$ -		\$ -		\$ 3,066.67
	7	21	Fernwood Road	0	\$ -	3.6	\$ 266.67	0	\$ -		\$ -		\$ 266.67
	6	17	Fernwood Road	0	\$ -	3.6	\$ 266.67	0	\$ -		\$ -		\$ 266.67
	5	15	Fernwood Road	110	\$ 2,200.00	10.7	\$ 800.00	7.6	\$ 566.67		\$ -		\$ 3,566.67
	3	9	Fernwood Road	0	\$ -	10.7	\$ 800.00	0	\$ -		\$ -		\$ 800.00
	2	5	Fernwood Road	0	\$ -	8.9	\$ 666.67	0	\$ -	6.60	\$ 330.00		\$ 996.67
	1	3	Fernwood Road	0	\$ -	7.1	\$ 533.33	0	\$ -		\$ -		\$ 533.33
			TOTAL		\$82,940.00		\$12,435.00		\$ 7,820.83		\$ 8,315.00		\$ 111,510.83

Attachment: Fernwood & Ridge memo & cost sheet (4377) : Approve Assessment Report - Fernwood

Resolution (ID # 4386)
July 26, 2016

**AUTHORIZE INTEREST RATE - FERNWOOD ROAD AND RIDGE ROAD CURB AND
SIDEWALK IMPROVEMENTS**

WHEREAS, the report of the City Engineer of the City of Summit regarding the improvements provided for in Ordinance #14-3065, as passed on July 29, 2014, has been adopted and confirmed.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

- . That, said improvements, as provided for in Ordinance #14-3065 be designated as Assessment #361 and the interest rate be fixed at 1.82%.
- . That the Tax Collector be and she is hereby authorized and directed to allow said assessments to be paid in ten (10) annual installments with legal interest as aforesaid at 1.82% per annum on the unpaid balances of said assessments. The first of said installments shall be due and payable thirty (30) days after confirmation of the assessment, and each subsequent annual installment and interest shall be payable yearly thereafter.
- . That any owner of land so assessed shall have the privilege of paying all of said assessment or any balance of installments with accrued interest thereon at one time.
- . That if any installment shall remain unpaid for thirty (30) days from and after the time it shall become due and payable, the whole assessment or balance thereof shall become and be immediately due and payable, and shall draw interest at the rate imposed upon the arrearages of taxes in the City of Summit, and shall be collected in the same manner as provided by law, for other past due assessments.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4392)
July 26, 2016

**AUTHORIZE ISSUANCE OF CERTIFICATE OF INSURANCE – SDI – PROMOTIONAL
BANNER CABLE AND BRACKETS INSTALLATION – 367 SPRINGFIELD AVENUE**

WHEREAS, for more than 10 years, Summit Downtown, Inc. (SDI) has displayed promotional banners across Springfield Avenue using brackets and wires installed on the buildings located at 367 and 382 Springfield Avenue, through SDI, and

WHEREAS, SDI advises that this banner space has proven to be an effective advertising tool for promoting downtown events and activities and wishes to continue using this vital advertising space, and

WHEREAS, in a letter dated June 6, 2016, the Chairman of the SDI Board of Trustees advises that the existing brackets and bolts at 367 Springfield Avenue (former Bank of America) had to be removed due to safety issues and now new brackets and wiring need to be installed, and

WHEREAS, SDI further advises that the new owner of 367 Springfield Avenue, GPT Summit Owner, LLC (Owner), has requested a Certificate of Insurance from the City of Summit, to address liability coverage, as well as a signed License Agreement from the SDI, for the installation and maintenance of the new brackets and wiring, and

WHEREAS, since SDI is covered by the City's liability insurance, SDI has requested that the City of Summit issue a Certificate of Insurance to the Owner to cover the brackets and wiring to be installed for use by SDI for hanging of promotional banners across Springfield Avenue, and

WHEREAS, in addition to the liability insurance certificate and Hold Harmless Agreement, the Owner is requesting SDI sign a License Agreement further indemnifying the Owner, and

WHEREAS, because SDI is covered by the City's liability insurance, before SDI enters into any new agreement which may include insurance and indemnification requirements, thus exposing the City to increased liability, SDI shall submit such agreements to the City Clerk for review and approval by the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

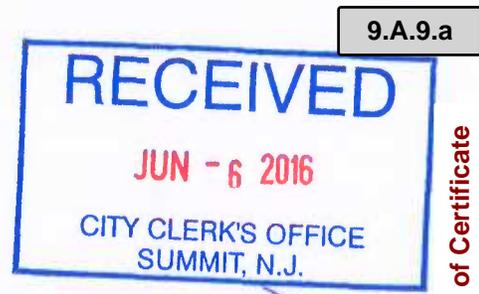
1. That a Certificate of Insurance, containing the standard liability amounts as prescribed by the Suburban Municipal Joint Insurance Fund and a Hold Harmless Agreement be issued to GPT Summit Owner, LLC, the owner of 367 Springfield Avenue.
2. That the License Agreement, relative to this request, has been reviewed by the City Solicitor and is hereby approved for execution by SDI.

3. That SDI shall be responsible for obtaining annually a Certificate of Insurance and signed Hold Harmless Agreement from the contractor who will be installing and maintaining the brackets and wiring at 367 and 382 Springfield Avenue, and that SDI shall submit said documents to the City Clerk's Office upon receipt, annually.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



Finance / (DAR)

June 6, 2016

Ms. Rosemary Licatase
City of Summit
City Clerk
512 Springfield Avenue
Summit, NJ 07901

Dear Ms. Licatase,

Recently the Springfield Avenue banner, bracket and bolts had to be removed due to hazardous weather conditions. We are now in the process of requesting permission from Bassett Associates and GPT Summit Owner, LLC (owner of Bank of America Building) to re-install brackets and wires to rehang our banners.

These banners have become an extremely effective promotional tool for our downtown events and are integral in informing residents and visitors of our downtown activities. Currently, the only organization that utilizes the banner space is Summit Downtown, Inc. as no other Summit organization is allowed. These banners have been used for more than 10+ years and continue to be a great marketing tool for the downtown.

I have been in contact with Lauren Harold, a representative of GPT Summit Owner, LLC and the company is requested a Certificate of Liability Insurance and a signed License Agreement, which I have enclosed. Since our organization is insured by the City of Summit, we are requesting that Summit Downtown, Inc. be issued a Certificate of Liability Insurance as requested by GPT Summit Owner, LLC

Please let me know if SDI needs to provide the City of Summit with anything else in terms of our request for this Certificate of Insurance Liability.

Sincerely,

Tony Melchionna

Tony Melchionna
Chairman
Board of Trustees

Enclosures



Attachment: SDI Promotional Banner Cables Brackets on Private Buildings Request for City COI 6-6-16 (4392 : Authorize Issuance of Certificate

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is for temporary space (the “**Agreement**”) and is made as of May 31, 2016 by and between the parties identified in Section 1 as “**Licensor**” and “**Licensee**” upon the terms and conditions hereinafter set forth. Licensor’s Rules and Regulations and all Exhibits annexed hereto are hereby made a part hereof.

1. **FUNDAMENTAL PROVISIONS.**

- A. **PROPERTY ADDRESS:** 367 Springfield Avenue, Summit, NJ 07901 the “**Property**”).
- B. **LICENSOR:** **GPT SUMMIT OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY**, whose address is 550 Blair Mill Road, Suite 120, Horsham, PA 19044.
- C. **LICENSEE:** Summit Downtown, Inc., whose address is 18 Bank Street Ste. 108, Summit, NJ 07901.
- D. **SPACE NO.:** A portion of the exterior of the building located at the Property as reasonably designated by Licensor (the “**Space**”). Licensor hereby licenses to Licensee and Licensee hereby accepts a non-transferable right and revocable license to place a farmer’s market banner (the “**Sign**”) in the Space, subject however to the terms and conditions of this Agreement and to rules and regulations for the use of the Space as prescribed by Licensor and as amended from time to time by Licensor.
- E. **TERM:** 1 Year [e.g. hours, days], commencing June 1, 2016 and expiring May 31, 2017. Licensor may terminate this Agreement, at any time for any or no reason whatsoever, by giving Licensee not less than fifteen (15) days advance written notice of same, which notice shall specify the effective date of the early termination.
- F. **PERMITTED USE:** Licensee shall use the Space solely for the purpose of hanging the Sign in the Space for advertising purposes and for no other purpose (“**Permitted Use**”). The size and scope of the farmer’s market banner shall be subject to Licensor’s approval, in its reasonable discretion. No changes in the Permitted Use shall be allowed unless Licensor first approves the change in writing.
- G. **LICENSE FEE:** Licensee shall pay to Licensor a license fee (the “**Licensee Fee**”) of \$ N/A (n/a if no fee paid.)
- H. **LATE CHARGES:** If Licensee shall fail to make any payment to Licensor when due, Licensee shall be in default of this Agreement, and in addition, Licensee shall pay a late charge equal to the greater of \$25.00 or 1.5% of the delinquent payment per month.

2. **USE OF SPACE.** Licensee shall maintain the Sign in good condition and shall solely be responsible for maintenance and upkeep of the Sign. Any damage to the sign shall be solely the responsibility of Licensee and Licensor shall have no obligation to maintain or repair the Sign or the Space for the Permitted Use. Licensee shall not use the Space in a manner that interferes with pedestrian traffic in the common area of the Property or

creates any hazard, obstruction or nuisance or in any other way that interferes with the operation of the common area or other businesses at the Property. Licensee shall keep the Space clean and free of litter as a result of the Permitted Use and shall pay the cost to Licensor for clean-up or removal of items inside or outside the Space from Licensee's use thereof.

3. **EQUIPMENT; NO ALTERATIONS.** Licensor shall have no obligation to improve the Space or install any equipment and Licensee shall, at its sole cost and expense, install such equipment and display fixtures as are necessary and consistent with the Permitted Use, conforming to all applicable governmental requirements and to Licensor's specifications (if any). Licensee shall not make any alteration or improvement to the Space without Licensor's prior written consent.
4. **END OF TERM. END OF TERM OF LICENSE.** Upon the expiration or earlier termination of the Term of this Agreement, Licensee will quit and surrender to Licensor the Space, in good order and condition, and Licensee will remove the Sign and all other property of Licensee therefrom and repair, to Licensor's reasonable satisfaction and at Licensee's sole cost and expense, any and all damage or injury to the Space or to any other part of the Property caused by Licensee in connection with this Agreement. Licensee acknowledges that possession of the Space must be surrendered to Licensor upon the expiration or earlier termination of this Agreement. If Licensee holds over after the said Term without the consent of Licensor, (a) Licensor shall have the right to remove the Sign and Licensee shall reimburse Licensor for all out-of-pocket costs incurred by Licensor in connection therewith, and (b) Licensee shall be responsible to Licensor for all damage (including but not limited to the loss of rent) which Licensor shall suffer by reason thereof, and Licensee hereby indemnifies Licensor against all claims made by any succeeding licensee or tenant, as the case may be, against Licensor, resulting from delay by Licensee in delivering possession of the Space to such succeeding licensee or tenant, as the case may be. Nothing herein contained will be deemed to permit Licensee to retain possession of the Space after the expiration or earlier termination of the Term of this License. The provisions of this Section 4 will survive the expiration or earlier termination of the Term of this Agreement.
5. **PROHIBITION AGAINST ASSIGNMENT.** Licensee shall not, without the prior written consent of Licensor assign or otherwise transfer this Agreement or any interest herein, or allow anyone other than Licensee to use or occupy the Space or any part thereof. Any of the foregoing acts without such consent shall be void and shall, at the option of Licensor, terminate this Agreement.
6. **RULES AND REGULATIONS.** Licensor makes no representation as to compliance with applicable rules and regulations of any governing body with respect to the Space for the Permitted Use. Licensee shall observe all municipal ordinances, laws, regulations and rules of any governing body having jurisdiction over the Licensee, the Space, or the use

of the Space for the Permitted Use and shall obtain all necessary permits in connection with placement of the Sign. Licensee covenants that Licensee shall observe and abide by any regulation or requirement concerning its activity as promulgated by Licensor or any applicable governing body. If Licensor determines that Licensee's conduct or other activity is detrimental to the Property or a tenant or licensee in the Property, such conduct or activity shall cease immediately upon Licensor's request. If Licensee shall fail to cease such conduct or activity, Licensor may, at Licensor's option, immediately terminate this Agreement.

7. **WAIVER OF CLAIMS.** To the maximum extent permitted by law, Licensee agrees to use and occupy the Space, and to use such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk. By use of the Space, Licensee shall be deemed to have: (A) inspected the Space; and (B) accepted the Space "as is" with no representation or warranty by Licensor as to the Space, its suitability for Licensee's proposed operation or the improvements therein. Notwithstanding anything to the contrary herein, Licensee waives any right of recovery against Licensor for any loss or damage suffered by Licensee with respect to Licensee's property, whether or not such loss is caused by the fault or negligence of Licensor.

8. **INDEMNITY.** To the fullest extent provided by law, Licensee agrees to defend, indemnify and hold harmless Licensor of and from any and all claims, demands, suits, damages, expenses, penalties, fees, fines, proceedings and liabilities (including, without limitation, costs of defense, investigation and adjustment) arising out of or in connection with the use, occupancy, or maintenance of the Space by, through or under Licensee.

9. **INSURANCE.** Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force Workers Compensation and Commercial General Liability Insurance, insuring Licensee, Licensor and Licensor's property manager against claims for bodily injury, personal injury and property damage liability occasioned by or arising out of or in connection with the use, operation and occupancy of the Space. Such Insurance policy shall be on an occurrence policy form which shall cover events that occur during the policy period regardless of when the claim is made, and such insurance shall be primary insurance to any other insurance that may be available to Licensor. Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force Property Insurance insuring Licensee's personal property and Space improvements against direct risk of loss, and insuring Licensee's business income. Licensee shall provide Licensor with copies of the insurance policies or other reliable evidence of insurance, satisfactory to Licensor. Failure to provide copies of such insurance policies shall constitute grounds for termination of this Agreement by Licensor. All liability insurance required hereunder or obtained by Licensee (specifically excluding Workers Compensation Insurance) shall name **GPT SUMMIT OWNER LLC c/o GRAMERCY PROPERTY TRUST INC., 521 FIFTH AVENUE, 30TH FLOOR, NEW YORK, NY 10175, ATTN: ALLAN B. ROTHSCHILD, as additional insured.** The limits of such insurance shall be no less than:

A.	Workers Compensation Insurance:	As required by state law.
B.	Commercial General Liability Insurance:	
	1. Each Occurrence Limit	\$1,000,000.00
	2. General Aggregate Limit	\$2,000,000.00
	3. Personal Injury and Advertising Injury Limit	\$1,000,000.00
	4. Medical Expense (Any One Person)	\$ 10,000.00
C.	Property Insurance:	Full replacement cost.

All insurance required to be carried by Tenant under this Agreement shall be in form and content, and written by insurers acceptable to Landlord, in its sole discretion, subject to a minimum A.M. Best's rating of A, X.

10. **DEFAULT.** Any failure to perform or other breach of any provision of this Agreement by the Licensee shall constitute a default under this Agreement and all other agreements or leases between Licensor and Licensee, if any. Any breach or default under any other agreement or lease between Licensor and Licensee shall constitute a default under this Agreement. Licensor may, upon a default, pursue any and all remedies available to it under this Agreement and at law or in equity. Such remedies shall include, but not be limited to, the right of Licensor to terminate this Agreement, the right of Licensor to terminate Licensee's right to possession under this Agreement but not to terminate this Agreement and the right of Licensor to recover against Licensees damages for loss of bargain, and not as a penalty, the then present worth of all fees and charges.

11. **BROKERS.** Licensee represents that it has not engaged any broker, finder or other person who may be entitled to a commission or fee in connection with the transactions contemplated by this License and covenants and agrees that Licensee shall indemnify and hold Licensor harmless from and against any such claim. Licensor shall be responsible for and pay any broker's commissions and fees due persons engaged by Licensor and shall indemnify and hold Licensee harmless from and against any failure to do so.

12. **MISCELLANEOUS.**

A. If more than one person signs this Agreement as Licensee, then the liability of each such person shall be joint and several.

B. This Agreement, the rules and regulations of Licensor and all Exhibits to which this Agreement refers constitutes the entire Agreement of Licensor and Licensee hereto with respect to the subject matter hereof and no provisions shall be waived or modified except in writing signed by Licensor and Licensee.

C. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns and legal representatives.

Attachment: SDI Promotional Banner Cables Brackets on Private Buildings Request for City COI 6-6-16 (4392 : Authorize Issuance of Certificate

- D. If any provision or portion hereof or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E. No delay or forbearance by Licensor in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by Licensor shall be construed, respectively, to be a waiver of Licensor's rights or to represent any agreement by Licensor to undertake or perform such act or matter thereafter.
- F. All notices pursuant to this agreement shall be made in writing sent by reputable overnight courier services or mailed by certified mail, return receipt requested.
- G. All times, wherever specified herein for the performance by Licensee or Licensor of their respective obligations hereunder, are of the essence of this Agreement.
- H. Licensee shall look solely to Licensor's interest in the Property for enforcement of any obligation hereunder or by law assumed or enforceable against Licensor, and no other property or other assets of Licensor shall be subjected to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies or with respect to this Agreement, the relationship of Licensor and Licensee hereunder or Licensee's use and occupancy of the Space.
- I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- J. This Agreement shall be governed by the laws of State in which the Property is located, excepting its laws regarding conflicts of laws or choice of laws.

13. **OTHER.** _____

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties intending legally to be bound hereby and for and in consideration of the mutual promises of each party contained herein, have entered into this Agreement as of the day and year first above written.

LICENSOR:

GPT SUMMIT OWNER LLC ,
a Delaware limited liability company

By: _____
Name: Allan B. Rothschild
Title: Managing Director

LICENSEE:

Summit Downtown, Inc.
a _____

By: _____
Its: _____

Attachment: SDI Promotional Banner Cables Brackets on Private Buildings Request for City COI 6-6-16 (4392 : Authorize Issuance of Certificate



Summit Downtown Inc

71 Summit Avenue, Summit, N.J. 07901

908-522-0357

908-522-9252 (Fax)

*Steven Weinberg, Chair
Joe Steiner, President*

Memo to: Michael Townley
From: Joe Steiner
Subject: Banner Installation
Date: July 3, 2003

The following is a proposal from American Flag Company to put the Summit Sales Days banner up between Fleet Bank and Basset Associates (382 Springfield), where the Council approved it originally. The alternate location of Roots to Sealfons will not work).

Max Losito will provide a certificate of insurance on his work.

I have met with both property owners and explained what is involved ... the anchors and the 14 inch Angle Iron.

The only thing left is your permission to move ahead. If we receive that early Monday morning, we can have the banner up by Wednesday morning.

Thanks for your help.

Attachment: SDI Promotional Banner Cables Brackets on Private Buildings Request for City COI 6-6-16 (4392 : Authorize Issuance of Certificate

**AUTHORIZE EXECUTION OF LICENSE AGREEMENT FOR ABANDONED RAILWAY
(RVRR) FOR PARKLINE DEVELOPMENT BETWEEN NJDOT AND THE CITY OF SUMMIT**

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the Mayor and City Clerk be and are hereby authorized to sign an Agreement between the New Jersey Department of Transportation (NJDOT) and the City of Summit regarding the use of a railroad right of way known as the Rahway Valley Railroad owned by NJDOT for a "Rail Trail" allowing for non-motorized uses.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



DCS - Engineering Division
R - Buildings and Grounds

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4361)

DOC ID: 4361 B

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: June 29, 2016

SUMMARY

The City of Summit and the Summit Park Line Foundation have secured the rights to a 1.2 mile stretch of land along the abandoned railway to build a pedestrian and bicycle park. Adopting this resolution is consistent with prior unanimous Common Council and Planning Board's support as well as the Planning Board's inclusion of the Park Line concept in the reexamination of the master plan. This no-charge lease will give Summit perpetual control of a valuable asset, which forms the foundation for an eventual green link through east Summit connecting the downtown, Overlook Medical center, the aquatic center, and Bryant Park. This piece of Summit real estate is being acquired at no cost to taxpayers, and all planning and development work has been paid for by private funds.

(Revised July 11, 2016)**Agreement**

This Agreement is made as of the _____ day of the month of _____ of the year 2016, (“Agreement” or “License”) by and between the New Jersey Department of Transportation, having an address at 1035 Parkway Avenue, P.O. Box 600, Trenton, New Jersey 08625 (“NJDOT”), and the City of Summit, having an office at 512 Springfield Ave, Summit, NJ 07901 (“CITY”) and the County of Union, having an office at 10 Elizabethtown Plaza, Elizabeth, NJ 07207 (“COUNTY”).

Whereas, NJDOT owns a certain railroad right of way known as the Rahway Valley Railroad line, a portion of which is located within the City of Summit, County of Union, in the State of New Jersey (the “RVRR”); and,

Whereas, NJDOT acquired the RVRR under the authority of the New Jersey Bridge Rehabilitation and Improvement and Railroad Right-of-Way Preservation Bond Act of 1989 (“Bond Act”) for the purpose of preserving the railroad line; and,

Whereas, the Bond Act provides that NJDOT can enter into agreements with other agencies for whatever interim or joint uses that it considers appropriate; and,

Whereas, the CITY proposes that a portion of the RVRR that falls within the City of Summit borders be utilized for a “Rail Trail” allowing non-motorized uses on that portion of the RVRR; and.

Whereas, the CITY has agreed with the Celgene Corporation that the proposed Rail Trail will not be located within the boundaries of the Celgene campus in the City of Summit at (Block 4101, Lot 27); and,

Whereas, the CITY intends to acquire a separate right from Celgene to provide for a continuation of the proposed Rail Trail around the outside of the Celgene campus; and,

Whereas only those portions of the RVRR described above and shown on Exhibit A will be licensed and will be known as (the “PROPERTY”); and,

Whereas, the purpose of this Agreement is to provide a permanent license in lieu of an easement to the CITY to place and maintain Rail Trail facilities (paving, bridges, signage and appurtenances) on the PROPERTY and to maintain existing bridges and structures which are used as part of the Rail Trail, as indicated more fully in Exhibit A, attached hereto and made a part hereof; and,

Whereas, the RVRR is currently subject to a Maintenance agreement, dated June 23, 2000 and attached hereto as Exhibit B (“NJDOT/COUNTY Agreement”), between NJDOT and the County covering the ongoing maintenance of the RVRR line; and,

Whereas, the COUNTY is included in this agreement to release the PROPERTY (that portion of the RVRR within the CITY) from the COUNTY maintenance obligations under the NJDOT/COUNTY Agreement; and,

Whereas, NJDOT has an obligation to protect potential freight line service on the RVRR; and

Whereas, NJDOT has reviewed the CITY’S proposal and is agreeable to the CITY undertaking the proposed Rail Trail and installing such trail related improvements and appurtenances within the PROPERTY as set forth in Exhibit A, subject to the right of the NJDOT to remove or cause to be removed those elements of the Rail Trail which conflict with freight line service, and to cause the CITY to install any safety improvements required for those portions of the Rail Trail which are compatible with freight service; and

Now Therefore, NJDOT hereby grants to the CITY permission in the form of a permanent license to construct, reconstruct, operate and maintain a Rail Trail and to perform maintenance activities on the PROPERTY within the areas shown on Exhibit A. The permissions granted herein are subject to the following terms and conditions:

1. This Agreement is intended to serve as a permanent license for the creation of a Rail Trail by the CITY. Any construction or maintenance which occurs while the PROPERTY is not used for a freight line must be reviewed by NJDOT. The CITY shall not commence any construction until design plans have been submitted to and accepted by the NJDOT. The CITY shall ensure that construction takes place consistent with those plans or obtain approval from NJDOT to alter those plans. At the conclusion of construction, the CITY shall deliver to NJDOT a set of as-built plans.
2. The use of the RVRR is limited to those portions within the City of Summit, but outside of the Celgene Campus. This agreement does not regulate nor impose any conditions on those portions of the Rail Trail which may be built outside of the RVRR corridor.
3. The CITY shall at all times utilize the PROPERTY in a nondiscriminatory manner, providing equal access to all potential non-motorized users.
4. Any construction or maintenance which is planned after the NJDOT has notified the CITY that NJDOT will reactivate freight service on the PROPERTY must be reviewed by NJDOT, and will require additional authorization in the form of Access Agreements as set forth below.
5. In the event that NJDOT determines that it will reactivate the freight line, it will review the conditions on the PROPERTY and determine what portions of the Rail Trail can be safely operated on the PROPERTY and which are in conflict with use as a freight line. NJDOT will notify the CITY of any changes needed in the Rail Trail and allow the CITY time to either modify the Rail Trail and execute an amendment to this agreement to reflect the necessary changes, or revoke the license granted under this agreement in the event that the CITY does not chose to make the necessary accommodations to permit safe use of a freight line on the PROPERTY.
6. The granting of this License does not create a permanent property interest in favor of the CITY and the NJDOT is not responsible for compensating the CITY for any improvements which the CITY may install on the PROPERTY that must be removed or modified to accommodate the return of freight rail service.

7. The NJDOT is not responsible for the costs to install, maintain or reconstruct any part or portion of the Rail Trail.

8. At any time that the CITY seeks entry onto the PROPERTY for any construction or maintenance activity after notification by NJDOT that the freight line will be reactivated, the CITY shall contact NJDOT at least 30 days in advance of the proposed date of entry and enter into an Access Agreement with NJDOT which specifies the activities permitted, entry conditions and insurance requirements for those activities.

9. During construction the CITY shall cause its contractors and consultants to defend and indemnify the NJDOT for all damages resulting to the PROPERTY or from claims by third parties arising from, or alleged to arise from, any work conducted on the PROPERTY or condition on the PROPERTY, including improvements constructed within the PROPERTY by the CITY, its contractors or consultants, regardless of the NJDOT's own negligence or the merit of the claim. In the event that NJDOT has reactivated freight rail service, the CITY shall likewise cause its contractors and consultants to indemnify any rail operator or other entity which is operating the freight rail line for damages to the PROPERTY or from claims by third parties arising from or alleged to arise from any work conducted on the PROPERTY or condition on the PROPERTY, including improvements constructed within the PROPERTY, by the CITY, its contractors or consultants. The obligation to defend and indemnify shall include all expenses, including but not limited to attorney fees.

10. For all construction activities on the Property, the CITY shall procure and cause its contractor to procure insurance in the types and amounts as set forth in the 2007 NJDOT Standard Specifications for Road and Bridge Construction, or as it may be updated. The CITY and contractors shall further name NJDOT and any future freight operator of the rail line additional insureds. No later than seven (7) calendar days before commencing any on-site activity, the CITY and contractors shall deliver to NJDOT a copy of each certificate or policy evidencing the required coverage, with proof of payment of the premium. Such proof shall constitute a condition to entry under this Agreement. The coverage to be provided shall be at least as broad as that provided by the standard, basic, unamended and unendorsed, comprehensive general liability coverage forms currently in use in the State of New

Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed to delete any exclusion applying to explosions or applying to PROPERTY damage to underground utilities and collapse of foundations. Such policy shall be maintained for the duration of any construction use of the site. Additionally, such policy shall provide thirty (30) days' notice of cancellation to NJDOT. The CITY'S obligations contained in this paragraph 8 may be fulfilled by providing a certificate of self-insurance, but this provision does not relieve the CITY of requiring the insurance described from its contractors.

11. The CITY shall abide by any and all safety requirements which NJDOT may impose and all safety requirements which any future rail operator imposes in its role as operator of the railroad line, including but not limited to time of entry, staging of work and safety precautions.

12. At its own expense, the CITY shall maintain the PROPERTY in a safe condition, comply with all laws and regulations, promptly remove debris and waste, and maintain all safety features, signage and improvements on the PROPERTY.

13. The CITY shall defend and indemnify the NJDOT for any claims arising or alleged to arise from use of the RAIL TRAIL by any third party. The obligation to defend and indemnify shall exist regardless of the NJDOT's own negligence or the merit of the claim. The CITY shall provide defense for the NJDOT upon request, regardless of whether a claim has been filed in court, and shall include all expenses, including but not limited to attorney fees. Should the CITY elect to manage use and maintenance of the PROPERTY through use of a contractor, the CITY shall require the same indemnity and defense obligations to the NJDOT from the contractor.

14. If the CITY elects to obtain insurance regarding use and maintenance of the PROPERTY, the CITY shall add the NJDOT as an additional insured. If the CITY elects to use a contractor to manage use and maintenance of the PROPERTY, the CITY will require the contractor to name the NJDOT as an additional insured on any insurance policy the contractor obtains which pertains the PROPERTY. If such insurance is obtained, the insured will promptly deliver to the NJDOT a certificate of insurance and proof of payment of premiums. The insured shall provide NJDOT thirty (30) days' notice before cancellation of the policy.

15. This Agreement shall not be modified without written consent of all parties. This Agreement shall not be assigned.
16. This Agreement may be recorded by the CITY.
17. This Agreement shall be revocable by the NJDOT if the NJDOT notifies the CITY that freight service is to be reactivated and the CITY fails to make all modifications required by the NJDOT to allow the Rail Trail to safely coexist with the freight line within the PROPERTY. The time period for completion and the determination of which modifications are required shall be within the NJDOT's sole discretion.
18. The NJDOT makes no representation as to the rights of other parties to use the PROPERTY under any pre-existing agreement. If such an agreement is discovered and is found to be incompatible with use of the PROPERTY as a Rail Trail, the pre-existing agreement shall control. The NJDOT may require the CITY to modify the PROPERTY to ensure compatible use. If compatible use cannot be accomplished by modification or if the CITY elects to not modify the property the NJDOT may revoke this agreement. The time period for completion and the determination of which modifications are required shall be within the NJDOT's sole discretion. In the event that modifications or revocation are required, the NJDOT will not be held liable for the costs of modification or for the loss of any improvements constructed by the CITY.
19. The NJDOT retains its rights to use the property, which include but are not limited to, the right to enter the PROPERTY, to use the PROPERTY to perform any maintenance operations, and to allow use or purchase of an easement on the PROPERTY by third parties for installation and maintenance of utilities.
20. By executing this Agreement, no party waives any rights it may have against any person or entity in connection with any contamination such as may actually or allegedly exist at, or in the vicinity of, the PROPERTY.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

22. The CITY, and any of its consultants or contractors entering the PROPERTY under this Agreement shall be jointly and severally liable for any discharge, leak or contamination that occurs on the PROPERTY as a result of their occupation, and each shall comply as expeditiously as possible with the requirements of New Jersey Department of Environmental Protection (“NJDEP”), or any other governmental entity which may have jurisdiction, in the clean-up and remediation of any such discharge, leak or contamination. The CITY and its contractors shall indemnify the NJDOT against the cost of any remediation that may be required as a result of any discharge, leak or contamination as a result of construction and shall indemnify and defend the NJDOT in any regulatory action or lawsuit which may result from construction, to include the costs of defense and any penalties which may be assessed.

23. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid, or sent by private overnight express delivery, or may be faxed followed by any other means of delivery set forth herein, in each case addressed as follows:

(a) If to CITY:

City of Summit
512 Springfield Ave.
Summit, NJ 07901
Phone: 908-277-9415

Attn.: Clerk

(b) If to NJDOT (State):

James Darrar
Division of Right-of-Way
New Jersey Department of Transportation
P.O. Box 600
1035 Parkway Avenue
Trenton, NJ 08625-0600
Phone: (609) 530-2528
Fax: (609) 530-2624

(c) With a copy to:

David Kahler, Deputy Attorney General
 Division of Law – Transportation Section
 R.J. Hughes Justice Complex
 PO Box 114
 25 Market Street
 Trenton, New Jersey 08625
 Phone: (609) 292-5692
 Fax: (609) 292- 5649

or to such other address as the respective party may direct by notice to the other party. Any such notice, request, consent or other communication shall be deemed delivered at such time as it is personally delivered on a business day, on the third business day after it is so mailed or on the first business day following its delivery to a private overnight express delivery service, prepaid for next business day delivery, as the case may be. While notices may be (and are encouraged to be) faxed as set forth above, any faxed notice shall not be deemed delivered until the copy of the faxed notice is delivered by another means set forth in this Paragraph.

24. This Agreement, including the Exhibits, represents the entire agreement among the parties concerning the ongoing occupation of the PROPERTY. Access Agreements for future work on the PROPERTY required under this Agreement shall not amend or change the requirements of this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, unless otherwise expressly stated. The doctrine that a document is to be construed against its preparer does not apply to this Agreement and cannot be utilized with reference to any claim or dispute arising out of or related to this Agreement.

25. The individuals executing this Agreement acknowledge that they do so with full authority to act for and to bind their organization or entity to the terms of this agreement, including any necessary resolutions or ordinances.

26. The COUNTY executes this agreement solely for the purpose of release from its maintenance obligations on the PROPERTY and to abandon any privileges it may have with respect to the PROPERTY under the NJDOT/COUNTY Agreement. The COUNTY shall retain its responsibilities and privileges for the remainder of the lands described in the

NJDOT/COUNTY Agreement, if any, pursuant to the terms of that Agreement.

27. All terms of this Agreement are subject to the provisions of the Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

Remainder of Page Intentionally Left Blank

In Witness Whereof, the parties hereto, duly authorized, have executed this Agreement on the _____ day of the month of _____ in the year of 2016, which is the date that this Agreement has been executed and approved by the New Jersey Department of Transportation.

ATTEST:

CITY OF SUMMIT

By: _____

DATED: _____

Approved as to form only

By: _____

Corporate Counsel

Attest/Witness/Affix Seal:

THE NEW JERSEY DEPARTMENT
OF TRANSPORTATION

By: _____

Anika James, Secretary
New Jersey Department of Transportation

Victor Akpu
Director, Division of Right of Way & Access Mgt.

DATED: _____

Approved as to form only

ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____

David Kahler
Deputy Attorney General

ATTEST:

COUNTY OF UNION

By: _____

DATED: _____

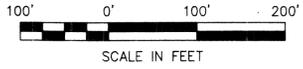
Approved as to form only

By: _____

Corporate Counsel

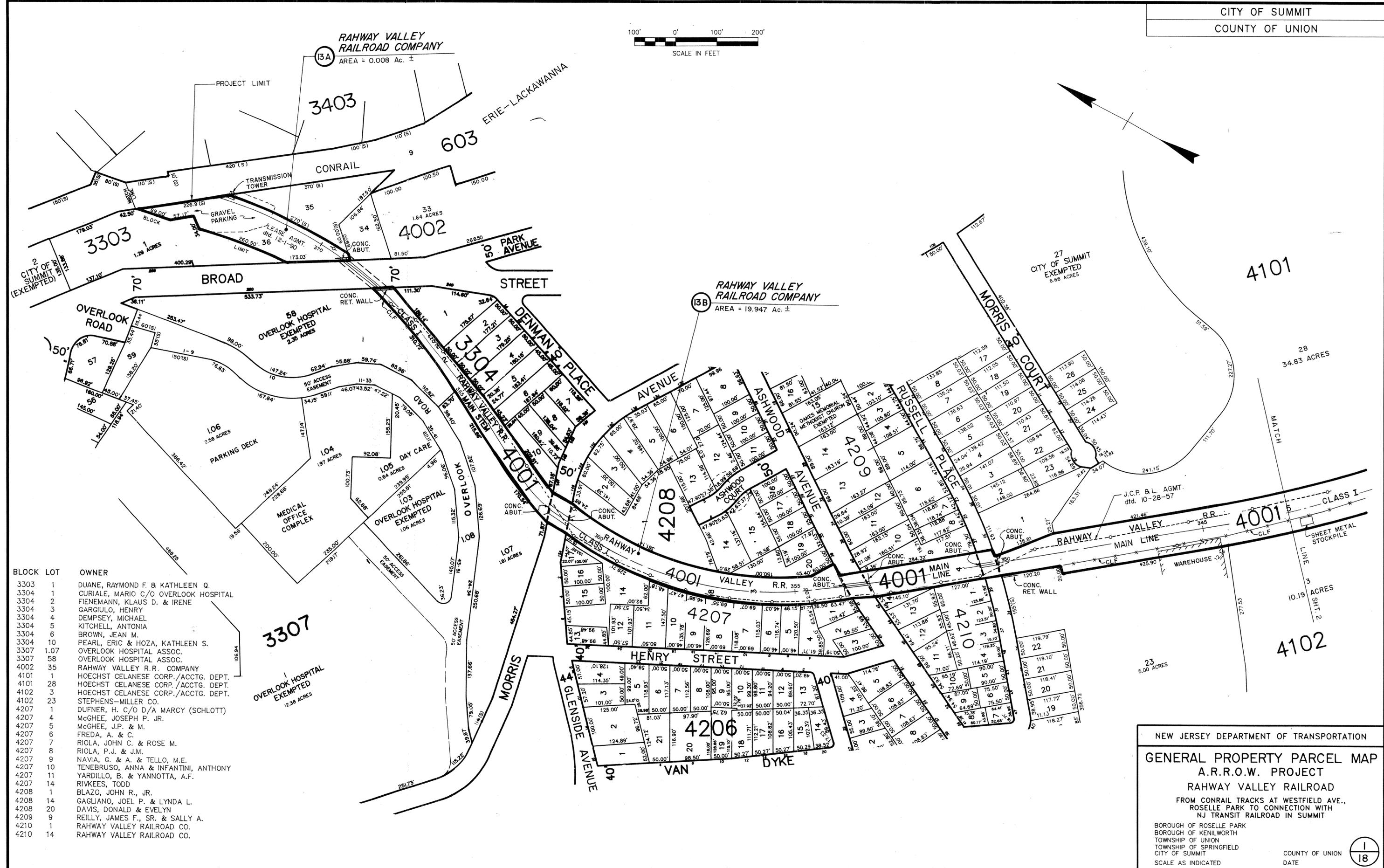
EXHIBIT A

Attachment: Agreement Permanent License Summit Rail Trail final (4361 : Resolution - Execute License



RAHWAY VALLEY RAILROAD COMPANY
AREA = 0.008 Ac. ±

RAHWAY VALLEY RAILROAD COMPANY
AREA = 19.947 Ac. ±



BLOCK	LOT	OWNER
3303	1	DUANE, RAYMOND F. & KATHLEEN Q.
3304	1	CURIALE, MARIO C/O OVERLOOK HOSPITAL
3304	2	FIENEMANN, KLAUS D. & IRENE
3304	3	GARGIULO, HENRY
3304	4	DEMPSEY, MICHAEL
3304	5	KITCHELL, ANTONIA
3304	6	BROWN, JEAN M.
3304	10	PEARL, ERIC & HOZA, KATHLEEN S.
3307	1,07	OVERLOOK HOSPITAL ASSOC.
3307	58	OVERLOOK HOSPITAL ASSOC.
4002	35	RAHWAY VALLEY R.R. COMPANY
4101	1	HOECHST CELANESE CORP./ACCTG. DEPT.
4101	28	HOECHST CELANESE CORP./ACCTG. DEPT.
4102	3	HOECHST CELANESE CORP./ACCTG. DEPT.
4102	23	STEPHENS-MILLER CO.
4207	1	DUFNER, H. C/O D/A MARCY (SCHLOTT)
4207	4	McGHEE, JOSEPH P. JR.
4207	5	McGHEE, J.P. & M.
4207	6	FREDA, A. & C.
4207	7	RIOLA, JOHN C. & ROSE M.
4207	8	RIOLA, P.J. & J.M.
4207	9	NAVIA, G. & A. & TELLO, M.E.
4207	10	TENEBRUSO, ANNA & INFANTINI, ANTHONY
4207	11	YARDILLO, B. & YANNOTTA, A.F.
4207	14	RIVKEES, TODD
4208	1	BLAZO, JOHN R., JR.
4208	14	GAGLIANO, JOEL P. & LYNDA L.
4208	20	DAVIS, DONALD & EVELYN
4209	9	REILLY, JAMES F., SR. & SALLY A.
4210	1	RAHWAY VALLEY RAILROAD CO.
4210	14	RAHWAY VALLEY RAILROAD CO.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

GENERAL PROPERTY PARCEL MAP
A.R.R.O.W. PROJECT

RAHWAY VALLEY RAILROAD
FROM CONRAIL TRACKS AT WESTFIELD AVE.,
ROSELLE PARK TO CONNECTION WITH
NJ TRANSIT RAILROAD IN SUMMIT

BOROUGH OF ROSELLE PARK
BOROUGH OF KENILWORTH
TOWNSHIP OF UNION
TOWNSHIP OF SPRINGFIELD
CITY OF SUMMIT

COUNTY OF UNION
DATE

SCALE AS INDICATED

Attachment: Map-Railroad (4361) - Resolution - Execute License Agreement for Abandoned Railway (RVR)

AGREEMENT

THIS AGREEMENT, made this 23 day of June, in the year Two Thousand, between THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (STATE), acting through the Commissioner of Transportation and the COUNTY OF UNION (COUNTY) acting through the Union County Freeholders, Department of Economic Development witnesseth that:

WHEREAS, the STATE is the owner of the New Jersey segments of certain tracks of railroad property located in Union County, New Jersey, as generally shown on the map annexed hereto and made a part hereof as EXHIBIT A (the Property), said segments hereinafter referred to as the Staten Island Railroad (SIRR) and the Rahway Valley Railroad (RVRR); and

WHEREAS, the State purchased the Property pursuant to The New Jersey Bridge Rehabilitation and Improvement and Railroad Right-of-Way Preservation Bond Act of 1989 (the Act); and

WHEREAS, the Act authorizes the state to construct, reconstruct, improve, rehabilitate, demolish or renew such property as necessary to preserve the property for transportation purposes; and

WHEREAS, the Property has been abandoned since 1991 and the STATE and the COUNTY have determined that its rehabilitation, and reactivation to accommodate rail freight service would benefit the people, increase commerce in the COUNTY and the region and carry out the intent of the act; and

WHEREAS, the COUNTY with the STATES financial assistance, wishes to rehabilitate the Property; and

WHEREAS, subsequent to or concurrent with the rehabilitation of the line the COUNTY wishes to take the steps necessary to reactivate the Property; and

WHEREAS, the STATE and COUNTY have determined that the COUNTY has the necessary expertise and capability to facilitate the rehabilitation and reactivation of rail freight service on the Property and is the appropriate agency to undertake those actions; and

WHEREAS, the STATE wishes to grant to the COUNTY the right to enter upon the Property for the purpose of rehabilitating and reactivating the Property; and

WHEREAS, the COUNTY, subject to the availability of sufficient funding, will assume full responsibility for the physical rehabilitation to Federal Railroad Administration (FRA) Class 2 Track standards for the SIRR and RVRR railroad track structures and associated Rights-of-Way, as shown on Exhibit A.

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the Parties hereto, it is hereby covenanted and agreed by the STATE and COUNTY as follow:

I. OBLIGATIONS OF THE PARTIES

The STATE hereby enters into this Agreement with the COUNTY for the use of the Property. This Agreement grants the COUNTY the right of entry to the Property under the terms and conditions set forth herein for the purposes of rehabilitating the railroad track, structures and right-of-way and the subsequent reinstatement of rail service on the Property.

Not a
line

The STATE, subject to the availability of funds, shall provide the COUNTY with the funds set forth in attached Exhibit B, in order to assist the COUNTY with the Project.

The COUNTY shall physically rehabilitate to FRA Class 2 Track standards, the RVRR railroad track and the segment of the SIRR railroad track in Union County, including the structures and associated rights-of-way as shown on Exhibit A, incorporated in and made a part of this AGREEMENT. Said physical rehabilitation shall be substantially completed by the end of _____, 2000, with the final completion no later than _____, 2000.

The COUNTY will enter into and administer an operating agreement (Operating Agreement) with the private rail carrier (Operator) for the purpose of reactivating rail freight service on the Property. The selected Operator will have the sole responsibility to obtain the certificate of Convenience and Necessity/Exemption Certificate from the Federal Surface Transportation Board (STB) to become a freight railroad. This certificate is required in order to operate the railroad lines.

This Agreement shall be the authority for the COUNTY to enter upon the Property to effectuate the purposes of this Agreement.

The STATE may review the final designs for the Project. The STATE may inspect the completed Project prior to the reactivation of rail freight service by the Operator.

Attachment: Exhibit B NJDOT Union County 23 Jun 00 Right of Entry (3) (4361 : Resolution - Execute License Agreement for Abandoned

II. TERM OF AGREEMENT

Unless otherwise mutually agreed to by the Parties in writing, this Agreement will take effect upon execution by the Parties.

This AGREEMENT shall terminate no later than July 19, 2023, unless terminated earlier by mutual agreement of the Parties.

III. EXCLUSIVE RIGHT TO USE

The COUNTY shall have the exclusive right to use, for rail freight service, the whole or any part of subject Property, except as required in Section XI of this Agreement entitled OVERHEAD TRACKAGE RIGHTS and Section XII entitled RESERVATIONS. The STATE shall not take any action that will interfere with the use thereof.

IV. COSTS

A. Operations

The STATE will not be obligated for any costs associated with the operation of the Property, which will be the sole responsibility of the COUNTY or the Operator.

B. Maintenance

The STATE will not be obligated to maintain the Property. That responsibility shall lie with the COUNTY or the Operator. The Operator's responsibilities shall be fully set forth in the Operating Agreement.

C. Taxes

The COUNTY, in the Operating Agreement, shall provide that the Operator will be responsible for any applicable state or local taxes.

V. ADMINISTRATION OF RAILROAD

The day-to-day operations of the railroad will be conducted by the Operator pursuant to the Operating Agreement, subject to oversight by the COUNTY.

VI. LIABILITIES and RISK ALLOCATION

The STATE, subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et. seq.*, shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the STATE, its employees, agents or contractors, in the performance of the obligations assumed by the STATE pursuant to this Agreement. The STATE hereby releases and holds harmless the COUNTY from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever arising, under state or federal law, out of or in connection with the STATE'S performance of the obligations assumed by the STATE pursuant to this Agreement.

The COUNTY, subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et. seq.*, shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the STATE, its employees, agents or contractors, in the performance of the obligations assumed by the STATE pursuant to this Agreement. The STATE hereby releases and holds harmless the COUNTY, from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever arising, under state or federal law, out of or in connection with the STATE'S performance of the obligations assumed by the STATE pursuant to this Agreement.

VII. INDEMNIFICATION/OPERATOR

The COUNTY, through the Operating Agreement with the Operator, shall require the Operator to indemnify the STATE and the COUNTY. In addition, the COUNTY shall require the Operator to carry a minimum amount of \$5 million in public liability insurance, naming the STATE and COUNTY as additional insurers, and will require the Operator to be responsible for all public liability, including environmental claims and claims under the Federal Employers Liability Act that may occur after the Operator takes over responsibility for the Property, unless such claims are related to pre-existing environmental conditions.

The COUNTY shall include in the Operating Agreement, a clause requiring the Operator to defend, indemnify, protect and save harmless the STATE and COUNTY, and their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the performance of the Operating Agreement unless such claims are related to a preexisting environmental condition.

The COUNTY shall include in all agreements/contracts with its agents and/or contractor(s), a clause requiring said contractor(s) to defend, indemnify, protect and save harmless the STATE and the COUNTY, and their agents servants, and employees from and against any and all suits, claims, losses, demands, or damages or whatever kind or nature arising out of or claimed to arise out of the performance of the rehabilitation work or other work related to the performance of this Agreement.

Neither the Union County Board of Chosen Freeholders, nor Department of Economic Development nor any officer or employee thereof, shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

Neither the STATE nor any officer or employee thereof, shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

VIII. FORCE MAJEURE

An event of "Force Majeure" as used herein means an event beyond the reasonable control of and which occurs without the fault or negligence of the Party claiming Force Majeure, which events may include but are not limited to: acts of God; strikes, lockouts or other similar such industrial disturbances; acts of the public enemy, wars, civil disturbances, blockades, military actions, insurrections or riots; landslides, floods, washouts, lightning, earthquakes, tornadoes, hurricanes, blizzards or other storms or storm warnings; explosions, fires, sabotage or vandalism; mandates, directives, orders, restraints or inactions of any governmental, regulatory or judicial body or agency; breakage, defects malfunctioning, or accident to machinery, equipment, materials or lines of pipe or wires; inability or delay in the obtaining of materials or equipment, inability to obtain or utilize any certificate, permit, approval, easement, license or Right-of-Way. The settlement of strikes, lockouts or other similar such industrial disturbances shall be entirely within the discretion of the Party directly affected. The requirement herein that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other similar such industrial disturbances when such course is, in the opinion of the party directly affected, inadvisable.

In the event the STATE or COUNTY is rendered unable, wholly or in part, by an event of Force Majeure, to perform any obligation it has under this Agreement, except with respect to a payment obligation, it is agreed that, by the STATE or the COUNTY giving notice and full particulars of such event of Force Majeure to the other Party, as soon thereafter as practicable, obligation(s) of the STATE or the COUNTY so far as they are affected by such event of Force Majeure, shall be suspended during the continuance of any inability or incapacity so caused, but for no longer period. THE STATE or the COUNTY shall use reasonable commercial efforts to remedy the cause of such inability or incapacity with all reasonable dispatch. Neither Party to this Agreement shall be liable to any other Party to this Agreement for any claims(s), loss(es), damage(s), liability(ies) or expense(s) sustained or incurred by the STATE, or the COUNTY arising out of, relating to, or

resulting from the STATE'S or the COUNTY'S inability or incapacity to perform an obligation under the Agreement suspended due to any event of Force Majeure, as herein provided. It is also understood that mandates, directives, orders, restraints or inactions of the STATE or the COUNTY or any other governmental or regulatory body or agency controlled by either of them shall be considered an event of Force Majeure for the purposes of the STATE'S or COUNTY'S respective obligations under this Agreement. Further, any event of Force Majeure under the Operating Agreement shall be recognized as an event of Force Majeure under this Agreement.

IX. EVENTS OF DEFAULT AND BREACHES AND REMEDIES OF CONTRACT

Any of the following shall constitute an event of default by the STATE:

1. Failure of the STATE to make the property available to the COUNTY shall constitute a default.
2. Failure of the STATE to make available to the COUNTY any agreed to funding contained in the New Jersey Department of Transportation Capital Program as adopted by New Jersey State Legislature.

Any one of the following shall constitute an event of default by the COUNTY:

1. Failure to accomplish the rehabilitation of the segment of the Property to a minimum FRA Class 2 track standard, or to a mutually agreed upon higher standard.
2. Failure to enter into an Operating Agreement with an Operator for the operation and maintenance of the Property.

Upon the occurrence of any event of default, either the STATE or the COUNTY may terminate this Agreement by giving notice to the other party, and all rights and obligation under this Agreement shall become null and void with neither party having any recourse, either in law or in equity, against the other.

Except with regard to any event of default herein, upon the occurrence of any breach of any term under this Agreement, the injured party shall notify the breaching party in writing and specify the breach and what corrective action is desired to cure the breach. If, upon the expiration of 60 days from the receipt of said notice, the breach has not been cured and the breach is material, the injured party shall have the right, at its sole option, to cure the breach if possible and be reimbursed by the

breaching party for the cost thereof, including any and all reasonable attorney's fees, and for any reasonably foreseeable consequential damages. Except with respect to the occurrence of an event of default as agreed to herein, nothing herein shall prevent the injured Party from resorting to any other remedy permitted under this Agreement or at law or equity, including seeking damages and/or specific performance, as shall be necessary or appropriate to make the injured party whole. Failure of the injured party to demand or enforce a cure for breach in one instance shall not be deemed a waiver of its right to do so for any subsequent breach by the breaching party.

The failure of any party hereto to enforce at any time any of the provisions of this Agreement or to exercise any right or option which is herein provided shall in no way be construed to be a waiver of such provisions(s) as to the future, nor in any way to affect the validity of this Agreement or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

X. DISCONTINUATION OF SERVICE

Nothing herein shall preclude the COUNTY, consistent with applicable federal law, from discontinuing the operation of all or a part of the rail service over all or any portion of the Property subject to this Agreement if circumstances arise which the parties agree under the terms of this Agreement would justify discontinuing the operation. The STATE agrees that it will not object to, or take any action to prevent, such agreed upon discontinuance.

XI. OVERHEAD TRACKAGE RIGHTS

The COUNTY will provide in any agreements with the Operator, the right of the COUNTY, with the prior written approval of the STATE, to assign overhead trackage rights.

In addition to all other provisions of this agreement, the COUNTY reserves the right to assign trackage rights, form agreements, interchange agreements, and issue any other permits to any rail service provider, including but not limited to New Jersey Transit Rail Operations, and/as others in order for those agencies to access areas connected by the Property.

XII. RESERVATIONS

The STATE reserves the right to grant any interest in property not required for railroad purposes, as delineated in the Operating Agreement, and to collect and retain any revenue therefrom, e.g. outdoor advertising.

The STATE shall have the exclusive right to run fiber optic cables along the Property. At no time, however, will the installation or maintenance of fiber optic cables or any other use by the STATE interfere in any way with the operation of the Property.

The COUNTY shall have the exclusive right to all operating revenue generated by the railroad operation. This revenue will be used for the purposes of economic development throughout the County.

Neither the STATE nor the COUNTY will enter into any other subleases involving the railroad right-of-way unless it has the approval of both parties and its purpose is exclusively for the operation of the railroad.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the full agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings regarding such subject matter. The subject matter of this Agreement may not be explained or supplemented by the circumstances of its negotiation, the course of dealing between the parties or usage of trade.

XIV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of, or may be performed by, the successors and assigns of the parties, except that, no assignment, pledge or other transfer of this Agreement by a party shall serve to release the assignor, pledgor or transferor from any of its obligations under this Agreement, unless consent to the release is given in writing by the STATE or COUNTY, which consent shall not be unreasonably delayed or withheld, or unless such transfer is incident to a reorganization or merger or consolidation with or transfer all of or substantially all of the assets of the transferor to another person or entity, which person or entity shall, as part of such succession, assume all the obligations of the transferor under this Agreement.

XV. CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts. Each shall be deemed an original but together shall constitute one and the same instrument.

XVII. CAPTIONS

The captions or headings used in this Agreement are for convenience only and are not intended to affect the construction of the matter in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or obligations of the parties.

XVIII. MISCELLANEOUS

Each party hereto certifies that, to the best of its knowledge and belief, all things required by law to be done and performed by it to enable it to execute this Agreement have been done and performed.

Nothing in this Agreement is intended, nor shall it be construed as, subjecting either party to any laws or regulations that they would not otherwise be subject to.

XIX. SURVIVAL OF OBLIGATIONS

All indemnifications set forth in Section VI - LIABILITIES AND RISK ALLOCATION - and Sections VII - INDEMNIFICATION OPERATOR - shall survive this Agreement.

XX. NOTICES

All notices hereunder shall be sent by first class mail, postage prepaid, registered or certified mail addressed to:

If to the STATE: Executive Director, Aeronautics & Freight Systems
New Jersey Department of Transportation
1035 Parkway Avenue, P.O. Box 600
Trenton, NJ 08625

If to the COUNTY: County Manager
Union County Courthouse
Elizabethtown Plaza
Elizabeth, NJ 07207

XXI. NO THIRD PARTY BENEFITS

Nothing herein contained shall be understood or construed to create any third party benefits, rights or property interests unless the person claiming such rights is identified herein and the rights claimed are expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

WITNESS:

James Daly

COUNTY OF UNION

BY: Michael J Lapolla
PRINT NAME: Michael J Lapolla
TITLE: County Manager

WITNESS:

Paul M. Gendron
Acting Secretary
Department of Transportation

STATE OF NEW JERSEY
DEPT. OF TRANSPORTATION

BY: Nicholas Monahan
Nicholas Monahan, Manager
Division of Right of Way

DATE: 6/20/00

The aforementioned Agreement has been reviewed and approved as to form.

JOHN J FARMER, JR.
ATTORNEY GENERAL OF NEW JERSEY

BY: Serg D. Trochton
DEPUTY ATTORNEY GENERAL

DATE: June 21, 2000

The aforementioned Agreement has been reviewed, approved as to form and attested to by the County of Union:

ATTEST: M. Elizabeth Genievich
M. ELIZABETH GENIEVICH, CLERK
Board of Chosen Freeholders

APPROVED AS TO FORM
BY: Jeremiah O'Dwyer
JEREMIAH O'DWYER, ESQ
Deputy County Counsel

Attachment: Exhibit B NJDOT Union County 23 Jun 00 Right of Entry (3) (4361 : Resolution - Execute License Agreement for Abandoned

EXHIBIT B

CAPITAL TRANSPORTATION TRUST FUNDS AVAILABLE TO THE COUNTY
FOR REHABILITATION OF THE SIRR & RVR RAILROADS

FY'97 Statewide Capital Improvement Program (TIP)	\$2.0 million
Matched funds from NJDOT through Rail Freight Capital Program	\$.3 million
FY'98 Statewide Capital Improvement Program (TIP)	\$2.0 million
Additional FY'98 Rail Freight Capital Program	\$2.3 million
Chemical Coast Clearance (per Ted Matthews)	\$.2 million
FY'99 Statewide Capital Improvement Program (TIP)	\$1.0 million

Attachment: Exhibit B NJDOT Union County 23 Jun 00 Right of Entry (3) (4361 : Resolution - Execute License Agreement for Abandoned

From The Floor

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NO. 9.B.c
 DATE: 07/20/00
 6/22/2000

WHEREAS, the New Jersey Department of Transportation acting through the Commissioner of Transportation has presented to the County of Union for execution an Agreement between the Department and the County which agreement sets forth the mutual rights and obligations of the respective parties relative to the Rehabilitation and Reactivation of Local Rail Freight Service on the Staten Island Railroad (SIRR) and the Rahway Valley Railroad (RVRR); and

WHEREAS, the implementation of this system will benefit the citizens, increase commerce in the County and the Region and carry out the intent of the New Jersey Bridge Rehabilitation and Improvement and Railroad Right-of-way Preservation Bond Act of 1989 (the Act); and

WHEREAS, the revitalization of the Rahway Valley, Staten Island and other rail lines in the County will provide critical links to the national transportation system that will permit Union County to offer new transportation and distribution options, such as intermodalism, Value Added Services, and logistics management, and permit the County to take full advantage of its deep-water seaport access; and

WHEREAS, there has been substantial expression by businesses and industries for the resumption of local rail service:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby approves the entering into of the Agreement and reaffirms its commitment to the rehabilitation and reactivation of local rail freight services on the Staten Island Railroad and the Rahway Valley Railroad.

BE IT FURTHER RESOLVED that the County Manager and the County Clerk be and the same are hereby authorized to execute the Agreement on behalf of the County of Union.

NO SUFFICIENCY OF FUNDS REQUIRED

MZ 6/20/00

RECORD OF VOTE														
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Sec
ESTRADA	X						X	SCUTARI						
HOLMES							X	STENDER	X				X	
MINGO	X							MIRABELLA VICE-CHAIRMAN						
RUOTOLO							X	SULLIVAN CHAIRMAN	X					
SCANLON	X													

APPROVED AS TO FORM

 COUNTY ATTORNEY

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the date above mentioned.

[Signature]

Attachment: Exhibit B NJDOT Union County 23 Jun 00 Right of Entry (3) (4361 : Resolution - Execute License Agreement for Abandoned

Resolution (ID # 4359)
July 26, 2016

**AWARD BID - PURCHASE AND INSTALLATION OF SOUND SYSTEM - INVESTORS BANK
FIELD AT TATLOCK PARK - \$46,484.00**

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That, in accordance with the City Treasurer's certification of availability of funds in Account No. C-04-29-050-00A-009, a copy of which is hereto attached and made a part of this resolution, and as recommended in memo from the Community Programs Director dated July 19, 2016, bids received by the Purchasing Agent on Tuesday, July 19, 2016, shall be awarded to the lowest responsive, responsible bidder as follows:

**PURCHASE AND INSTALLATION OF SOUND SYSTEM - INVESTORS BANK FIELD
AT TATLOCK PARK**

Coskey's TV & Radio Sales & Service 656 Georges Road North Brunswick, NJ 08902	\$46,484.00
--------------------------------------------------------------------------------------	-------------

FURTHER RESOLVED that Contracts/Purchase Orders shall be in the form approved by the City Solicitor.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



Department of Community Programs
R - General Services

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4359)

DOC ID: 4359

TO: Mayor and Common Council
FROM: Judith Leblein-Josephs, Director - Department of Community Programs
DATE: June 29, 2016

On July 19, 2016 the City received two bids for the Investors Bank Field Sound System and Installation Project. Two bids were received and have been reviewed by the City Clerk’s Office for compliance. Both companies met the basic requirements of the public bidding process.

The two bids received were:

Coskey 656 North Brunswick, NJ 08902	Electronic Georges	Systems, Inc.	Road
\$46,484.00			
Total 414 Mickleton, NJ 08056	Video Southgate	Products Inc.	Court
\$67,255.92			

We recommend that we award the bid to Coskey Electronic Systems at the fee of \$46,484.00.

The bid has also been reviewed and discussed by PPD the design firm. Two references were reached by the DCP staff and they received good reviews from both the East Brunswick Board of Education and the Hanover Park High School Athletic Department. They were cited as responsible, responsive and the end product was good.

Judith Josephs

Certification of Availability of Funds

This is to certify to the Mayor and Common Council of the City of Summit that funds for the following resolution are available:

Resolution Date: 7/26/2016
Resolution Doc Id: 4359

Vendor: Coskey’s TV & Radio Sales & Services, Inc.
Coskey Electronic systems, Inc.
656 Georges Road
North Brunswick, NJ 08902

Purchase Order Number: 16-02639

Account Number	Amount	Account Description
C-04-29-050-00A-009	\$46,484.00	2950 Replace Bleachers Investors Field

Only amounts for the current Budget Year have been certified.
Amounts for future years are contingent upon sufficient funds being appropriated.

Margaret V. Gerba
City Treasurer/CFO

Attachment: Certification of Availability of Funds Coskey (4359 : Award Bid - Purchase and Installation of Sound System-Investors Bank Field

Resolution (ID # 4348)
July 26, 2016

**REJECT BID AND AUTHORIZE NEGOTIATIONS - TATLOCK PARK BLEACHER
RENOVATION PROJECT**

WHEREAS, one bid was received for the Tatlock Park Bleacher Renovation Project on May 24, 2016, and

WHEREAS, on June 21, 2016, Common Council adopted resolution #37417 rejecting the one bid received pursuant to N.J.S.A. 40A:11-13.2.a because it exceeded the cost estimate for the Project, and authorized readvertisement of the Project, and

WHEREAS, two bids were received for the Tatlock Park Bleacher Renovation Project on July 12, 2016, and

WHEREAS, the Community Programs Director advises that the both bids received on July 12, 2016 must be rejected pursuant to N.J.S.A. 40A:11-13.2.a because they exceed the cost estimate for the project, and

WHEREAS, the Director requests authorization to negotiate for the Project pursuant to N.J.S.A. 40A:11-5(3) which allows for negotiations after two unsuccessful public bids.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That, pursuant to 40A:11-13.2.a, both bids received for the Tatlock Park Bleacher Renovation Project received by the Purchasing Agent on July 12, 2016, be and they are hereby rejected pursuant to N.J.S.A. 40A:11-13.2.a because they exceed the cost estimate for the project.
2. That the proper City officials be and they are hereby authorized and directed to negotiate for the Tatlock Park Bleacher Renovation Project pursuant to N.J.S.A. 40A:11-5(3).

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



Department of Community Programs
R - General Services

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4348)

DOC ID: 4348 A

TO: Mayor and Common Council

FROM: Judith Leblein-Josephs, Director - Department of Community Programs

DATE: June 29, 2016

SUMMARY

The City of Summit received two bids for the Investors Bank Field Bleacher and Press Box rehabilitation project on Tuesday, July 12, 2016. After consultation with our design firm PPD, we recommend that the bid be rejected per N.J.S.A 40 A: 11-13.2a. The lowest bid substantially exceeds the cost estimates for the goods or services.

We strongly recommend that the bid be rejected and that the Common Council authorize negotiations with the lowest responsible bidder. We believe that by entering into negotiations we should be able to get the prices more in line with our estimate.

The estimate of our design firm was approximately \$625,000 - \$650,000. The lowest bidder was Cypreco Industries Inc. of Neptune, NJ for the base bid of \$763,823. The second bid was from Zenith Construction Services, Inc. of Orange, NJ for \$883,000.

Resolution (ID # 4354)
July 26, 2016

**AUTHORIZE EXECUTION - 2016 UNION COUNTY KIDS RECREATION TRUST FUND
GRANT APPLICATION**

WHEREAS, the Director of the Department of Community Programs has advised that the County is offering a grant called the “Kids Recreation Trust Fund” program, and

WHEREAS, the Department is interested in applying for matching grants for the following project:

- 1. Investors Bank Field Bleachers and Press Box Replacement - \$100,000 Matching Grant/Total Cost Project: \$650,000** - replacement of the bleachers and press box with ADA entrance improvements, and

WHEREAS, the Director of the Department of Community Programs in a memo dated June 17, 2016, recommends the submission of the grant application for this project.

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the appropriate City officers are hereby authorized to execute the 2016 Kids Recreation Trust Fund Grant Applications for the project described above.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



Department of Community Programs
R - General Services

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4354)

DOC ID: 4354 A

TO: Mayor and Common Council

FROM: Judith Leblein-Josephs, Director - Department of Community Programs

DATE: June 17, 2016

SUMMARY

The 2016 Union County Kids Recreation Trust Fund Grant Program deadline for this year is August 19, 2016.

The Department of Community Programs, working with the Department of Community Services, Engineering Division is interested in once again applying for matching County grants for the following projects:

Investors Bank Field Bleachers and Press Box Replacement – Replacement of the bleachers and press box with ADA entrance improvements. The cost of the project is estimated to cost \$625,000. There is an existing Capital Account Balance for the bleacher project of \$66,770.00 from 2011 (C-04-29-050-00A-009) and \$480,000 allocated from the 2015 Capital Budget (C-04-30-084-00A-070) which more than meets the requirements for a match through this County Grant Program. The balance of the budget will be appropriated through the Field Restoration Fund, should this grant request not be matched.

RECAP:

We are requesting permission to make application to the 2016 Union County Kids Recreation Trust Fund Grant Program for the following projects:

Investors Bank Field Bleachers & Press Box Replacement - \$100,000 Match

NOTE: We are requesting a resolution in support of a grant application only at this time. We have no way of knowing the outcome of the application. We will return to you for the execution of the grant agreement upon notice of award.

We have historically only received a low of \$50,000 and a high of \$85,000 no matter what level of projects were requested.

These two projects are currently funded and are real projects for the City. Receiving any matching funding through the Union County Kids Recreation Trust Fund Grant Program will allow us to save on capital expenditures or redirect current funding to other projects.



**"KIDS RECREATION TRUST FUND"
2016
Grant Application**



**A Service of the Union County
Board of Chosen Freeholders**

Bruce H. Bergen, Chairman
Sergio Granados, Vice Chairman
Linda Carter
Angel G. Estrada
Christopher Hudak
Mohamed S. Jalloh
Bette Jane Kowalski
Alexander Mirabella
Vernell Wright

May 27, 2016
Phone (908) 558-2277
Fax (908) 527-4704

Your Trust Fund Dollars at Work for You!

**Union County Open Space, Recreation & Historic
Preservation Trust Fund**

2016 Freeholder Standing Committee

Bette Jane Kowalski, Chair
Sergio Granados
Mohamed S. Jalloh
Alexander Mirabella

Public Advisory Committee Members:

Pete Corvelli, Jr.
Arthur Kobitz
Jim McManus
Edward O'Malley
Ralph Salerno
Anthony Terrezza
Mike Yesenko

Bette Jane Kowalski, Chair Freeholder Standing Committee
Alfred J. Faella, County Manager
Ronald Zuber, Director, Parks and Recreation
Joseph A. Graziano Sr., Director, Public Works and Facilities Management

Administration

Alfred J. Faella, County Manager
Victoria Durbin Drake, Trust Fund Administrator
Edith Maree, Administrative Assistant
Judith Biniaris, Coordinator
Robert E. Barry, Esq., County Counsel
Kevin Campbell, Esq., Trust Fund Counsel

Kids Recreation Trust Fund

Grant Program 2016

Sponsored by the Union County Board of Chosen Freeholders

Program Timelines & Grant Information:

1. The municipality may apply for all or any of the two components of the Kids Recreation Trust Fund grant program.
2. The application period will be limited to 60 calendar days, commencing on **May 27, 2016 and concluding on August 19, 2016.**
3. The review and selection period will follow and award notification will occur within 3 months of the deadline submission. Grant projects accepted will receive verbal notification and a written grant commitment in the form of a letter from the Office of the Trust Fund.
4. Projects will be chosen based on need, scope and population served.
5. Part II of this grant program must be matched dollar for dollar by the municipality. All matching funds must be specifically related to the proposed project.
6. Matching dollar may come from various sources such as in-kind services, municipal budget, donor, State of New Jersey Green Acres grant or other federal and state aid. These sources must be listed on the original grant application to qualify as matching funds.
7. Grantees must adhere to the proposed project timelines. The grant period commences when the Office of the Trust Fund and the Union County Law Department executes the contracts. You will be notified of your specific date obligations.
8. All applications will be reviewed by the Union County Open Space, Recreation & Historic Preservation Trust Fund Public Advisory Committee, and are subject to final approval by the Freeholder Standing Committee in addition to a vote by the full body of the Union County Board of Chosen Freeholders.
9. Grantees shall have a period of 24 months from the time of the award of the grant to complete the grant project. This timeline may be extended at the sole discretion of the Trust Administrator where unforeseen/extenuating circumstances are shown.
10. No additional grant applications will be considered where a Grantee has failed to use grant monies awarded under a previous application.

PART I: DISCOVER OUR PARKS

The County of Union’s “Kid’s Recreation Trust Fund” presents:
DISCOVER OUR PARKS – For municipal playground programs 2017

Groups participating in this Discover Our Parks program will be able to visit one facility in the morning, have a picnic lunch (lunch to be brought by the participants) and visit a second facility in the afternoon. A recreational activity will be provided at each facility.

At the time of registration, the participating agency will select from a schedule of facilities and activities. There are different offerings for different days. The schedule has been designed around facility and staff availability (see below).

- Up 50 children (one bus) can be accommodated at each visit.
- It is anticipated that participants will be elementary age students.
- Depending on the program selected, participants may be divided into two groups. If necessary the group division will be based on age, i.e. older & younger, so as to teach at the participant’s level when necessary.
- The program time schedule will be as follows:
 - Bus to leave starting point to arrive at first facility by 10:00 AM
 - 10:00 – 11:30 AM – participate in morning activity
 - 11:30 AM – 12:45 PM – travel & lunch
 - A picnic lunch location will be planned in advance based on program/facility selections. The bus will transport participants to their afternoon location
 - Arrive at second facility by 1:00 PM
 - 1:00 – 2:30 PM – participate in afternoon activity
 - 2:30 – 2:45PM – load bus and depart for home.

FACILITY CHOICES BY DAY AND TIME:

	MONDAY	TUESDAY	THURSDAY
Morning	Galloping Hill Golf Driving Range	Trailside Nature & Science Center	Trailside Nature & Science Center
	Ash Brook Pitch & Putt	Galloping Hill Driving Range	Galloping Hill Driving Range
	Watchung Stable	Ash Brook Pitch & Putt	Ash Brook Pitch & Putt
	Oak Ridge Archery Range	Oak Ridge Archery Range	Oak Ridge Archery Range
Afternoon	Trailside Nature & Science Center	Trailside Nature & Science Center	Trailside Nature & Science Center
	Galloping Hill Golf Driving Range	Galloping Hill Driving Range	Galloping Hill Driving Range
	Ash Brook Pitch & Putt	Ash Brook Pitch & Putt	Ash Brook Pitch & Putt
	Watchung Stable		
	Oak Ridge Archery Range	Oak Ridge Archery Range	Oak Ridge Archery Range

FACILITY ACTIVITIES & PROGRAM CHOICES**TRAILSIDE NATURE & SCIENCE CENTER** (half or full day)

- A group may select one program for a half day or two programs for a full day. Programs will follow the time frame outlined above
- Trailside will offer the following program choices. Programs can be modified to accommodate varying age groups.
- Snakes & Turtles • Reptiles of NJ • Animal Neighbors • Museum Tour • Seasonal Walk • Lenape

GALLOPING HILL GOLF COURSE DRIVING RANGE (half day only)

- Groups selecting Galloping Hill Golf Course Driving Range will learn to hit golf balls with the pro.

ASH BROOK GOLF COURSE PITCH & PUTT RANGE

- Groups selecting this option play a game of par 3 Pitch & Putt.

WATCHUNG STABLE (half day only)

- Groups selecting Watchung Stable will take a barn tour and participate in a “Learn About Horses” clinic.

ARCHERY RANGE, OAK RIDGE PARK

- Children must be 9 years old to participate
- Full day program
- Participants will take the Range Safety Course following the curriculum of USA Archery; they will then be eligible to apply for a Union County Archery ID
- Practice shooting skills until the lunch break
- After the lunch break, they will have the opportunity to practice shooting while being coached by instructor
- The day will end with a friendly target shooting competition using NASP targets and scoring system

The County of Union’s “Kid’s Recreation Trust Fund” presents:
DISCOVER OUR PARKS – Registration Form

Municipality: **City of Summit**

Municipal Program: **Summer Recreation Camp**

Contact Name: **Mark Ozoroski, Assistant Director** Email: **mozoroski@cityofsummit.org**

Phone Number: **908-277-2932** Cell: **908-296-4939** Fax: **908-277-2978**

Address: **Summit Community Center, 100 Morris Avenue, Summit, NJ 07901**

* If the bus will pick up & drop off from a different location, please provide address below:

of Participants: **24**

of Chaperones: **4**

Age/Grade Range of Participants: **4-7**

**Mail completed form by January 15th, 2017 to: Victoria Durbin-Drake, Administrator
Office of the Trust Fund
“Kids Recreation Trust Fund”
Administration Building 6th Floor
Elizabeth, New Jersey 07207-2204**

Part II: *RECREATIONAL IMPROVEMENTS*

PROGRAM

The Union County Board of Chosen Freeholders is allocating up to \$1,000,000.00 in matching grant dollars for the creation, enhancement, and/or replacement of recreational facilities in the municipality.

The Union County Open Space, Recreation and Historic Preservation Trust Fund Public Advisory Committee, and the Freeholder Standing Committee on Open Space, Recreation and Historic Preservation will review applications that follow the procedures below:

GUIDELINES:

1. Request cannot exceed 50% of the total project cost.
2. Staff or volunteer salaries are not eligible.
3. All submissions must demonstrate how recreational opportunities will be increased, enhanced or expanded by this grant offering.

While the office of the Trust Fund realizes that it may not be possible to complete your recreational project within the one year time line, a timeline should be included for each project, and BILLS MUST BE SUBMITTED IN A TIMELY MANNER.

KIDS RECREATION TRUST GRANT APPLICATION

Recreational Grant Application Form 002

Municipality: **City of Summit**

Organization Name: **Summit Department of Community Programs**

Mailing Address: **100 Morris Avenue, Summit, NJ 07901**

Project Contact: **Judith Leblein Josephs, Director CPRP, RA**

Project Contact's Telephone: **908-277-2932**

Project Contact's Fax: **908-277-2978**

Project Contact's E-mail address: **jljosephs@cityofsummit.org**

Federal I.D. Number: **22-6002329**

Fiscal/calendar year: **Calendar Year 2016**

Finance Officer's Name & Phone: **Marge Gerba, CFO**

Architectural Rendering Enclosed? **Bleacher Study Report**

Engineering Firm Hired ?

**Premiere Product
Development,
Moorestown, NJ**

Additional materials
enclosed not required by
grant guidelines:

**Bleacher Study &
Specifications by
Premiere Product
Development**

**Accessibility Study by
Recreation Accessibility
Consultants, LLC**

As the representative of the City of Summit (municipality), I hereby authorize the project submitted for this proposed "Kids Recreation Trust" Grant Program.

Signature

7/26/16

Date

Judith Leblein Josephs, Director of Community Programs, CPRP, RA

Name & Title (print)

Requested Grant Amount:	\$100,000
Matching Dollar Amount	\$100,000
Total Project Costs	\$650,000

Project description and summary (you may attach additional pages):

Investors Bank Field is located at Tatlock Park on Butler Parkway in Summit. It is the home of Summit High School Football, Lacrosse, Soccer and Track & Field. In addition, it is the home field for Summit Junior Football and the Summit Lacrosse and Soccer Clubs. Investors Bank Field is used daily from after school to dark and all day long on weekends. In the course of one week, hundreds of high school athletes, recreation level athletes and citizens use this field, bleachers and press box. It is also the site of major special events for the City of Summit and the Summit Board of Education including graduation ceremonies and the Summit Relays.

The bleachers and press box at Investors Bank Field have been identified as being out of compliance and confirmed in a completed report filed by the firm of Premiere Product Development of Moorestown, NJ. Although the bleachers have had a structural inspection and are structurally sound, they are in violation of several codes that apply to bleacher safety. Structural Integrity Testing was done in 2014 and a professional unbiased study of the conditions was conducted. Premiere Product Development worked closely with Gianforcaro Architects and Engineers of Chester, NJ. The report and recommendations were reviewed with the Department of Community Programs Advisory Board and Staff with input from the Board of Education Athletic Director Bob Lockhart.

The results were submitted in a comprehensive report dated March 23, 2014 (attached). The results stated that the bleachers are structurally sound but out of compliance on numerous counts from the risk of falls, non-compliance with many of the applicable codes and the Americans with Disabilities Act. The study showed that retrofit of the existing structures would be approximately the same price as a new installation of both home and away bleachers with press box. There was reluctance by the contractors contacted for the report to retrofit the bleachers because of their age, liability associated with a retro-fit and the comparable costs. The cost for the retrofit or the total new replacement was estimated at \$650,000.

The entire park system of Summit was the subject of an accessibility study by the firm of Recreation Accessibility Consultants, LLC of Hoffman Estates, Illinois. Their findings are also attached to this document.

The relationship between the City of Summit and the Summit High School Athletic Program is a unique story that shows team work between the BOE, Summit Community Services and Summit Community Programs. Scheduling of the fields is maintained in the Department of Community Programs with the maintenance found within the Department of Community Services. This unique relationship makes this facility a well-used and highly recognized asset to the residents of Summit, Union County and the visiting teams.

This project was one of the projects approved through the 2015 Union County Kids Recreation Trust Fund application along with the Investors Bank Field Artificial Turf Replacement Project. The Investors Bank Artificial Turf Replacement Project is now underway with the financial help from the Union County Kids Recreation Trust Fund. That project will be completed by August 15, 2016.

Assisting us with funding for the Investors Bank Field Bleacher Project will help to complete the bleacher and press box project in 2017. Investors Bank Field will now not only meet all the required codes and make it accessible to all, it will also create a place of great pride for the residents of Summit and all of the visiting teams from around the state and country. The bleachers and press box are also used by Summit High School Track and Field Program which also invites premiere teams from around the state to compete in the Summit Relays.

With successful funding of this third major piece of Tatlock Park, we will see the difference that the Union County Kids Recreation Trust Fund Grant Program can make in a community. The Bleacher and Press Box Project, along with the previously funded Tatlock Park Tennis Courts and the Investors Bank Field Artificial Turf Replacement Project will get us closer to a goal of a full redevelopment of this great park.

Kids Recreation Trust Fund

Grant Program 2016

Grant Application Checklist:

The following items should accompany the application:

A resolution authorized by the governing body and the mayor, approving the grant application and commitment of matching dollars for the proposed project.

A completed grant application form(s) enclosed in this packet.

One original and two (2) copies of all submitted materials.

A letter of financial commitment from the Chief Financial Officer, or equivalent, indicating that matching funds are available for said project prior to grant dollars being awarded.

Conditions of Award

1. All recipients of grant dollars will be required to post signage indicating "Kids Recreation Trust Fund" Grant Program, A Service of the Union County Board of Chosen Freeholders. "Your Trust Fund Dollars at Work for You!" Signage will be designed and installed by Union County's Bureau of Traffic and Maintenance.
2. Joint applications must be fully executed between each party for a stipulated time frame designated in the grant application and approved by the Public Advisory Committee as well as the Freeholder Standing Committee. Copies of the agreement between parties must be provided to the Trust Fund Administrator upon awarding of grant dollars.
3. All recipients will be subject to monitoring visits by the Office of the Trust Fund staff.
4. All grant recipients shall be required to enter into an agreement prepared by the Union County Law Department. Said agreement shall provide that all funding provided through this grant shall be dedicated to the creation, enhancement and/or replacement of recreational opportunities, and must be consistent with New Jersey Department of Environmental Protection, Green Acres program rules and regulations as well as local and state building codes and ordinances.

Should it be determined by the County that the funds granted pursuant to this agreement are not being so dedicated by the applicant, and then in that event, the County will require reimbursement of all amounts so granted. This provision applies to any present or future violations.

Submission:

**Victoria DurbinDrake, Trust Fund Administrator
Office of the Trust Fund
"Kids Recreation Trust Fund"
Union County Administration Building
Elizabethtown Plaza, 6th Floor
Elizabeth, New Jersey 07207**

Please Return No Later than August 19, 2016

Resolution (ID # 4378)
July 26, 2016

AUTHORIZE EXECUTION OF AGREEMENT WITH THE COUNTY OF UNION TO MODIFY THE COOPERATIVE AGREEMENT DATED JUNE 2016

WHEREAS, certain Federal funds are potentially available to the County of Union under Title I of the Housing and Community Development Block Grant Act of 1974, as amended, commonly known as the Community Development Block Grant Program, and

WHEREAS, certain Federal funds are potentially available to the County of Union under Title II of the National Affordable Housing Act of 1990, commonly known as the HOME Investment Partnership program, and

WHEREAS, substantial Federal funds provided through subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act commonly known as the Emergency Solutions Grants program (ESG) are allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living, and

WHEREAS, it is necessary to amend an existing Cooperative Agreement for the County of Union and its people to benefit from this program, and

WHEREAS, it is in the best interest of the City of Summit and the County of Union in cooperation with each other to enter into a modification of the existing Cooperative Agreement pursuant to N.J.S.A. 40A:65-1et seq.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the agreement entitled “COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF UNION AND CERTAIN MUNICIPALITIES FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES,” dated June 2016, for the Purpose of Inserting a Description of Activities for Fiscal Year 2016-2017 of the Union County Community Development Block Grant program, the HOME Investment Partnership program, and the Emergency Shelter Grant program (ESG), a copy of which is attached hereto; be executed by the Mayor and City Clerk in accordance with the provisions of law.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

Nora G. Radest, Mayor

ATTEST: _____
Rosalia M. Licatase, City Clerk

Dated: July 26, 2015

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2015.

City Clerk

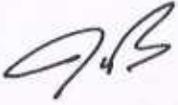
HOUSING AUTHORITY of the CITY OF SUMMIT

Office of the Executive Director

MEMORANDUM

Date: 7/6/2016

To: Rita McNany, General Services Committee

From: Joseph M. Billy, Jr. 

Re: Shared Services Agreement with the County of Union for FY 2016-2017 CDBG grants

As per the 6/14/16 correspondence received from the County of Union, HUD is requiring the county to execute a Shared Services Agreement (formerly known as an Inter-Local Services Agreement) for any FY 2016-2017 CDBG grants.

The Shared Services Agreement is the annual perfunctory agreement between the county and the city enabling distribution of this years (2016-2017) approved CDBG grants to the City of Summit.

Adoption of the attached sample resolution is recommended.

Please have the agreement reviewed and approved by the General Services Committee at its earliest convenience so that the resolution adopting the agreement can be considered by the Common Council at its next regularly scheduled meeting.

Please provide my office with a certified copy of the resolution once adopted for our control files.

Should you have any questions in this regard or require any additional information, please do not hesitate to contact me at any time.

Thanks.

Cc: R. Licatase, City Clerk, City of Summit



NRJ

9.C.4.a
RECEIVED
JUN 17 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

Clerk also Rec'd

GS (DAR)
C: J. Billy, G

COUNTY OF UNION

DEPARTMENT OF ECONOMIC DEVELOPMENT
Amy C. Wagner, Acting Director

June 14, 2016

**BOARD OF
CHOSEN FREEHOLDERS**

BRUCE H. BERGEN
Chairman

SERGIO GRANADOS
Vice Chairman

LINDA CARTER

ANGEL G. ESTRADA

CHRISTOPHER HUDAK

MOHAMED S. JALLOH

BETTE JANE KOWALSKI

ALEXANDER MIRABELLA

VERNELL WRIGHT

ALFRED J. FAELLA
County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETIERE, RMC
Clerk of the Board

Mayor Radest
City of Summit
Municipal Building
512 Springfield Ave
Summit, NJ 07901

Re: Shared Services Agreement for Fiscal Year 2016 – 2017

Dear Mayor Radest,

The U.S. Department of Housing and Urban Development (HUD) has determined that Union County is authorized to carry out essential Community Development and Housing assistance activities in those localities where the County and the unit of local government execute a Cooperative Agreement to undertake such activities.

In order to continue to receive funding as an Urban County, HUD requires that the County to have each unit of government adopt an annual **Shared Services Agreement (formerly known as the Inter-local Services Agreement)** specifying the new grant awards. The County and your municipality have been taking these actions since 1974.

Your municipality is requested to adopt a resolution at your next Council meeting and return the resolution to the County by August 31, 2016.

- 1. Adopt resolution for an annual Shared Services Agreement to cover the Fiscal Year 2016 – 2017. (Please see sample resolution Exhibit A.)**

If you have any questions, please contact me at 908-527-4023.

Very truly yours,

Thomas E. Connell, Bureau Chief
Bureau of Community Development
TEC/gm
Enclosures

cc: Clerk

Attachment: CDBG Memo (4378 : Authorize Shared Services Agreement Modification with Union County - FY 2016-2017 CDBG Grants)

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4200

fax(908)289-0180

www.ucnj.org

We're Connected to You!

SAMPLE RESOLUTION TO MODIFY EXISTING COOPERATIVE AGREEMENT

(Annual Shared Services Agreement - Exhibit A)

A RESOLUTION AUTHORIZING THE MAYOR AND MUNICIPAL CLERK OF THE MUNICIPALITY OF _____ TO EXECUTE AN AGREEMENT WITH THE COUNTY OF UNION TO MODIFY THE COOPERATIVE AGREEMENT DATED _____ 2014

WHEREAS, certain Federal funds are potentially available to the County of Union under Title I of the Housing and Community Development Block Grant Act of 1974, as amended, commonly known as the Community Development Block Grant program; and

WHEREAS, certain Federal funds are potentially available to the County of Union under Title II of the National Affordable Housing Act of 1990, commonly known as the HOME Investment Partnerships program; and

WHEREAS, substantial Federal funds provided through subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act commonly known as the Emergency Solutions Grants program (ESG) are allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living; and

WHEREAS, it is necessary to amend an existing Cooperative Agreement for the County of Union and its people to benefit from this program; and

WHEREAS, it is in the best interest of the Municipality of _____ and the County of Union in cooperation with each other to enter into a modification of the existing Cooperative Agreement pursuant to N.J.S.A. 40A:65-1 et seq;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of the Municipality of _____ that the agreement entitled **“COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF UNION AND CERTAIN MUNICIPALITIES FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES,”** dated _____ 2014, for the Purpose of Inserting a Description of Activities for Fiscal Year 2016-2017 of the Union County Community Development Block Grant program, the HOME Investment Partnerships program, and the Emergency Solutions Grants program (ESG), a copy of which is attached hereto; be executed by the Mayor and Municipal Clerk in accordance with the provisions of law;

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

Passed: _____

Approved: _____

Mayor

Dated: _____

Attest: _____

Attachment: CDBG Memo (4378 : Authorize Shared Services Agreement Modification with Union County - FY 2016-2017 CDBG Grants)

Account #	Towns	Project Title	Allocation
		Facilities Sub-Committee	
016-010	Countywide	Cerebral Palsy League HVAC Conditioning Unit	\$58,000
016-013	Countywide	Occupational Center Restroom Rehabilitation	\$57,000
016-026	Hillside	Hillside Senior Center Bathroom Rehabilitation	\$35,000
016-038	New Providence Non-Profit	Church Coalition Parking Lot Paving	\$20,000
016-040	Plainfield Non-Profit	Plainfield YMCA Facility Improvements	\$25,000
016-041	Plainfield Non-Profit	Volunteers of America Improvements to Woodland Avenue	\$20,000
016-047	Plainfield Non-Profit	BUF Roof Repair & HVAC Upgrade	\$25,000
016-048	Plainfield Non-Profit	Plainfield Library Sidewalk/ Steps Repair & Replacement	\$80,000
016-051	Plainfield	Plainfield Milt Campbell Field Improvements	\$50,000
016-052	Plainfield Non-Profit	Second Street Youth Center Facility Rehabilitation	\$10,000
016-054	Rahway Non-Profit	Rahway YMCA Facility Improvements - Roof Replacement	\$45,000
016-057	Rahway Non-Profit	Rahway Housing Clifford Case Apartments ADA Doors	\$5,000
016-058	Rahway Non-Profit	Rahway Housing JFK Fire Exit Doors	\$10,000
016-064	Summit Non-Profit	Summit Housing Bathtub Conversions for Accessibility	\$30,000
016-065	Scotch Plains Non-Profit	Scotch Plains Senior Housing Roof Replacement	\$25,000
016-066	Scotch Plains	Scotch Plains Community Center Interior ADA Rehabilitation	\$35,000
016-081	Westfield Non-Profit	Westfield Community Center Weatherization	\$10,000
016-091	Winfield	Winfield Senior Center Kitchen Rehabilitation	\$10,000
		Total	\$550,000

Account #	Towns	Project Title	Allocation
		Public Improvements Sub-Committee	
016-110	Clark	Clark ADA Curb/Ramp Rehabilitation	\$20,000
016-111	Cranford	Cranford ADA Curb/Ramp Rehabilitation	\$20,000
016-128	Kenilworth	Kenilworth ADA Curb/Ramp Rehabilitation	\$20,000
016-137	Linden	Linden Roadway Rehabilitation	\$245,000
016-152	Plainfield	Plainfield Roadway Rehabilitation	\$395,000
016-158	Rahway	Rahway Roadway Rehabilitation	\$250,000
016-163	Roselle	Roselle Roadway Rehabilitation	\$140,000
016-172	Roselle Park	Roselle Park Roadway Rehabilitation	\$160,000
		Total	\$1,250,000

Attachment: CDBG Memo (4378 : Authorize Shared Services Agreement Modification with Union County - FY 2016-2017 CDBG Grants)

Account #	Towns	Project Title	Allocation
		Social Services Sub-Committee	
016-200	Berkeley Heights	Berkeley Heights Senior Citizen Center Program	\$13,200
016-204	Countywide	Our House Recreation & Therapy for Autistic Adults	\$7,000
016-207	Clark	Clark Senior Social Services Program	\$13,400
016-209	Countywide	County of Union Recreation Program for Disabled Adults	\$10,000
016-213	Countywide	Union County College Senior Citizens LIFE Program	\$5,000
016-214	Countywide	Institute of Music for Children Afterschool and Summer School Program	\$5,000
016-215	Countywide	Catholic Charities Child Protective Services	\$5,000
016-216	Cranford Non-Profit	Cranford Housing Nutrition Program	\$5,100
016-217	Cranford	Cranford Senior Social Services Program	\$16,500
016-219	Countywide	Family Promise Transportation Services	\$10,000
016-220	Fanwood	Fanwood Senior Social Services Program	\$10,300
016-223	Garwood	Garwood Senior Social Services Program	\$15,000
016-224	Countywide	Roots & Wings Case Management Services for Age Out Youth	\$5,000
016-226	Hillside	Hillside Senior Health Care Program	\$12,790
016-227	Hillside	Hillside Senior Citizens Social Services Program	\$9,680
016-229	Hillside	Hillside Buie Center Youth Recreation Program	\$13,000
016-230	Hillside	Hillside Maternal Child Health Care Program	\$20,000
016-231	Kenilworth	Kenilworth Senior Social Service & Health Program	\$12,200
016-236	Linden Non-Profit	Linden Food Pantry/Nutrition Program	\$8,000
016-241	Mountainside	Mountainside Senior Citizens Social Services Program	\$9,700
016-245	New Providence	New Providence Senior Citizens Social Services Program	\$7,300
016-247	New Providence	New Providence Senior Citizen High Risk Health Care Program	\$5,000
016-249	Plainfield Non-Profit	Second Street Youth Center Afterschool Service	\$5,000
016-250	Plainfield Non-Profit	Second Street Youth Center Teen Resource	\$5,000
016-251	Plainfield	Plainfield Jr. Playground Monitor Mentoring Program	\$7,000
016-252	Plainfield	Plainfield Disable Care Services - Shut In Council	\$3,000
016-255	Plainfield Non-Profit	HOPES Bilingual Day Care Center	\$25,000
016-258	Plainfield	Plainfield Seniors Citizens Social Services Program	\$32,000
016-259 B	Plainfield Non-Profit	Neighborhood Health - Assessment of Pregnant Adolescents Program	\$8,800
016-261	Plainfield Non-Profit	Premier Community Center - Progression through Youth Empowerment	\$5,000
016-262	Plainfield Non-Profit	Toddler Learning Center - Day Care	\$5,000
016-265	Plainfield Non-Profit	Boys & Girl Club - Teen Program Activities	\$5,100
016-268	Plainfield Non-Profit	Plainfield YMCA - Age Out Program	\$5,000
016-271	Plainfield Non-Profit	Salvation Army - Hygiene Pantry	\$6,000
016-274	Rahway	Rahway Senior Citizens Social Services Program	\$13,380
016-276	Roselle	Roselle Senior Citizens Transportation Program	\$12,000
016-278	Roselle	Roselle Workforce Initiative	\$10,000
016-282	Roselle Park	Roselle Park Senior Citizens Social Services Program	\$18,000
016-283	Scotch Plains	Scotch Plains Senior Citizens Recreation Services	\$10,000

Account #	Towns	Project Title	Allocation
016-287	Springfield	Springfield Senior Citizens Transportation Program	\$6,500
016-292	Summit	Summit Housing Authority Project Independence	\$5,000
016-294	Summit	Summit Youth Center	\$3,000
016-295	Summit	Summit Senior Citizens Transportation Program	\$2,850
016-297	Summit Non-Profit	Summit YMCA Early Childhood Education	\$2,500
016-298	Countywide	Westfield YMCA Adult Special Needs Program	\$5,000
016-321	Countywide	United Way Family Strengthening Program	\$153,500
016-331	Winfield	Winfield Senior Citizens Social Services Program	\$10,700
		Total	\$582,500

Attachment: CDBG Memo (4378 : Authorize Shared Services Agreement Modification with Union County - FY 2016-2017 CDBG Grants)

Account #	Towns	Project Title	Allocation
		Housing Sub-Committee	
016-399	Kenilworth	Kenilworth Senior Citizens Handyman Program	\$2,000
016-400	Countywide	Union County Home Improvement Program	\$335,000
016-401	Countywide	Faith, Bricks & Mortar Tools for Opportunity Program	\$47,000
016-403	Countywide	Urban League Comprehensive Housing Counseling	\$50,000
016-406	Cranford	Cranford Senior Citizens Handyman Program	\$8,000
016-408	Garwood	Garwood Senior Citizens Handyman Program	\$3,000
016-417	Hillside	Hillside Code Enforcement Program	\$45,000
016-427	Linden	Linden Home Improvement Program	\$135,000
016-428	Fanwood	Fanwood Senior Citizens Handyman Program	\$1,000
016-431	Mountainside	Mountainside Senior Citizens Handyman Program	\$2,000
016-436	Plainfield	Plainfield Comprehensive Housing Assistance Program (CHAP)	\$330,000
016-437	Plainfield	Plainfield Office of C.D. Emergency Housing Assistance Program	\$9,000
016-441	Rahway	Rahway Home Improvement Program	\$275,000
016-442	Rahway	Rahway Code Enforcement Program	\$34,000
016-446	Roselle	Roselle Code Enforcement Program	\$24,000
		Total	\$1,300,000

Attachment: CDBG Memo (4378 : Authorize Shared Services Agreement Modification with Union County - FY 2016-2017 CDBG Grants)

Resolution (ID # 4373)
July 26, 2016

RENEW 2016-2017 LIQUOR LICENSE - MARCO POLO RESTAURANT & TAVERN, INC.

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the following Plenary Retail Consumption License be granted to the place listed for a period of one year beginning July 1, 2016 and ending June 30, 2017:

Plenary Retail Consumption Licenses with an annual fee of \$2,400.00 having been paid:

<u>Name & Location of Premises</u>	<u>State License No.</u>
Marco Polo Restaurant & Tavern, Inc. T/A Marco Polo Restaurant & Tavern 527 Morris Avenue	2018-33-011-006

FURTHER RESOLVED that Tax Clearance Certificates, as required by the State Division of Alcoholic Beverage Control for new or renewal of liquor licenses, has been received for the above license.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4350)
July 26, 2016

**SUPPORT A-2452 WHICH CREATES NEW LIQUOR LICENSES OR PERMITS ISSUANCE OF
ADDITIONAL LIQUOR LICENSES**

WHEREAS, under current law, municipalities may not issue a new plenary retail consumption license unless and until the combined total number of such licenses existing in the municipality is fewer than one for each 3,000 of its population according to the most recent estimates issued by the U. S. Bureau of the Censusⁱ, and

WHEREAS, the City of Summit recognizes the importance of controlling and regulating the number of plenary retail consumption licenses, but also recognizes the important role it plays in finding ways to help promote its downtown businesses and maintain a vibrant downtown, and

WHEREAS, the current trend in many vibrant downtowns is social gatherings for fine dining and entertainment and the City of Summit believes that the presence of new restaurants serving alcoholic beverages often promotes real estate development and contributes to the vibrancy of a downtown and enhances the quality of life for residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT THAT:

1. The City of Summit does hereby support Assembly Bill 2452 and encourages New Jersey legislators to explore ways to make liquor licenses more accessible and affordable to restaurants and entertainment facilities by creating new liquor licenses and/or permitting the issuance of additional liquor licenses as proposed by A-2452.
2. Copies of this resolution shall be distributed to the members of the Assembly Regulatory Oversight and Reform and Federal Relations Committee, District 21 Representatives - Senator Tom Kean, Jr., Assemblyman Bramnick and Assemblywoman Munoz, as well as to Summit's peer communities – Montclair Township and Ridgewood Village, and to the New Jersey League of Municipalities and ask them to support this proposed legislation.

Dated: July 26, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



City Clerk's Office
R - LAW

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4350)

DOC ID: 4350

TO: Mayor and Common Council

FROM: Rosemary Licatese, City Clerk

DATE: June 14, 2016

In response to a directive from Council President McTernan, as a result of Council discussion at the June 8, 2016 meeting regarding liquor license renewals, members of Council expressed ideas related to promoting the City's downtown businesses.

One of the ideas expressed was to reach out to state legislators and encourage them to explore ways to allow businesses whose focus is fine dining and entertainment have access to liquor licenses in towns where the number of liquor licenses is maxed out.

The concept being that restaurants and entertainment based business could be more successful and thus contribute to the vibrancy of the downtown as well provide an enhanced quality of life for its residents and visitors.

I did some research and found the attached pending legislation, A-2452, which would create new liquor licenses and permit issuance of additional liquor licenses. The proposed resolution has been vetted through the Law Committee, including the City Administrator and the City Solicitor and is now being recommended to the governing body for consideration.

ⁱ Lines 11-15 of A-2452

[home](#)

[site map](#)

[what's new](#)

[faq](#)

[links](#)

[help](#)

[contact us](#)

GENERAL INFO

Our Legislature

- Legislative Process
- Historical Info
- Public Info Assistance
- Kids' Page

MEMBERS

- Find your Legislator
- Legislative Leadership
- Legislative Roster
- Seating Charts

DISTRICTS

- Districts by Number
- District Map
- Municipalities Index

BILLS

- Bills 2016-2017
- Bills 2014-2015
- Bills 2012-2013
- Bills 2010-2011
- Bills 2008-2009
- Bills 2006-2007
- Bills 2004-2005
- Bills 2002-2003
- Bills 2000-2001
- Bills 1998-1999
- Bills 1996-1997
- Bills Subscription Service

COMMITTEES

- Senate Committees
 - Committee Aides
- Assembly Committees**
 - Committee Aides
- Joint Committees
 - Committee Aides
- Committee Groups
- Legislative Commissions
- Senate Nominations

LAWS and CONSTITUTION

- Statutes
- Chapter Laws
- Constitution

RULES

- Senate
- General Assembly**

ETHICS

- Conflicts of Interest Law
- Code Of Ethics
- Financial Disclosure
 - Termination or Assumption of Public Employment Form
- Formal Advisory Opinions
- Contract Awards
- Joint Rule 19
- Ethics Tutorial

CONTINUING LEGAL EDUCATION for LEGISLATIVE ATTORNEYS

- CLE Registration Form
- Certification for CLE Ethics Credit
- CLE Presentation Schedule

LEGISLATIVE PUBLICATIONS

Bills 2016-2017

A2452 Creates new liquor licenses for certain restaurants and permits the issuance of additional liquor licenses; provides tax credit under corporate business tax and gross income tax for fair market value of certain alcoholic beverage licenses.

Regulatory Oversight and Reform and Federal Relations

Last Session Bill Number: [A4267](#)

[Burzichelli, John J.](#) as Primary Sponsor

2/4/2016 Introduced, Referred to Assembly Regulatory Oversight and Reform and Federal Relations Committee

Introduced -- 25 pages [PDF Format](#) [HTML Format](#)

Attachment: Liq leg (4350 : Support A-2452 Creates New Liquor Licenses or Issuance of Additional Liquor Licenses)

ASSEMBLY, No. 2452

STATE OF NEW JERSEY

217th LEGISLATURE

INTRODUCED FEBRUARY 4, 2016

Sponsored by:
Assemblyman JOHN J. BURZICHELLI
District 3 (Cumberland, Gloucester and Salem)

SYNOPSIS

Creates new liquor licenses for certain restaurants and permits the issuance of additional liquor licenses; provides tax credit under corporate business tax and gross income tax for fair market value of certain alcoholic beverage licenses.

CURRENT VERSION OF TEXT

As introduced.



A2452 BURZICHELLI

2

1 AN ACT concerning the sale of alcoholic beverages in certain
 2 restaurants, creating tax credits, supplementing and amending
 3 various sections of Title 33 of the Revised Statutes, and
 4 supplementing P.L.1945, c.162 (C.54:10A-1 et seq.) and chapter
 5 4 of Title 54A of the New Jersey Statutes.

6
 7 **BE IT ENACTED** by the Senate and General Assembly of the State
 8 of New Jersey:

- 9
 10 1. (New section) The Legislature finds and declares that:
 11 a. Under current law, a municipality may not issue a new
 12 plenary retail consumption license unless and until the combined
 13 total number of such licenses existing in the municipality is fewer
 14 than one for each 3,000 of its population according to the most
 15 recent estimates issued by the U.S. Bureau of the Census.
 16 b. As a result of this restriction, there is an insufficient number
 17 or complete lack of available plenary retail consumption licenses in
 18 many municipalities, thereby unnecessarily inflating the value of
 19 existing consumption licenses and forcing prospective restaurateurs
 20 to purchase a license at an exorbitant price or operate without a
 21 license.
 22 c. The presence of new restaurants serving alcoholic beverages
 23 in a municipality often promotes real estate development,
 24 contributes to the municipal revitalization, and enhances the overall
 25 quality of life for residents and visitors.
 26 d. However, the introduction of a new restaurant license that is
 27 not subject to a population formula may cause existing plenary
 28 retail consumption licenses to lose value, thus creating the need to
 29 compensate certain existing license holders by issuing tax credits.
 30 e. The State of New Jersey has a legitimate government
 31 interest in promoting business by issuing tax credits to the holders
 32 of plenary retail consumption licenses to compensate them for the
 33 devaluation of their licenses.
 34 f. In order to foster and encourage economic development and
 35 growth in this State, it is appropriate to create a new restaurant
 36 license that would permit the licensee to sell alcoholic beverages for
 37 consumption on the premises and to provide financial compensation
 38 to certain plenary retail consumption licensees who already have
 39 established businesses and paid market value for their licenses.

40
 41 2. R.S.33:1-12 is amended to read as follows:
 42 33:1-12. Class C licenses shall be subdivided and classified as
 43 follows:

44 Plenary retail consumption license. 1. The holder of this license
 45 shall be entitled, subject to rules and regulations, to sell any

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

A2452 BURZICHELLI

3

1 alcoholic beverages for consumption on the licensed premises by
2 the glass or other open receptacle, and also to sell any alcoholic
3 beverages in original containers for consumption off the licensed
4 premises; but this license shall not be issued to permit the sale of
5 alcoholic beverages in or upon any premises in which a grocery,
6 delicatessen, drug store or other mercantile business is carried on,
7 except as hereinafter provided. The holder of this license shall be
8 permitted to conduct consumer wine, beer and spirits tasting events
9 and samplings for a fee or on a complimentary basis pursuant to
10 conditions established by rules and regulations of the Division of
11 Alcoholic Beverage Control, provided however, that the holder of
12 this license complies with the terms and conditions set forth in
13 section 3 of P.L.2009, c.216 (C.33:1-12d). Subject to such rules
14 and regulations established from time to time by the director, the
15 holder of this license shall be permitted to sell alcoholic beverages
16 in or upon the premises in which any of the following is carried on:
17 the keeping of a hotel or restaurant including the sale of mercantile
18 items incidental thereto as an accommodation to patrons; the sale, at
19 an entertainment facility as defined in R.S.33:1-1, having a seating
20 capacity for no less than 4,000 patrons, of mercantile items
21 traditionally associated with the type of event or program held at
22 the site; the sale of distillers', brewers' and vintners' packaged
23 merchandise prepacked as a unit with other suitable objects as gift
24 items to be sold only as a unit; the sale of novelty wearing apparel
25 identified with the name of the establishment licensed under the
26 provisions of this section; the sale of cigars, cigarettes, packaged
27 crackers, chips, nuts and similar snacks and ice at retail as an
28 accommodation to patrons, or the retail sale of nonalcoholic
29 beverages as accessory beverages to alcoholic beverages; or, in
30 commercial bowling establishments, the retail sale or rental of
31 bowling accessories and the retail sale from vending machines of
32 candy, ice cream and nonalcoholic beverages. The fee for this
33 license shall be fixed by the governing board or body of the
34 municipality in which the licensed premises are situated, by
35 ordinance, at not less than \$250 and not more than \$2,500. No
36 ordinance shall be enacted which shall raise or lower the fee to be
37 charged for this license by more than 20% from that charged in the
38 preceding license year or \$500.00, whichever is the lesser. The
39 governing board or body of each municipality may, by ordinance,
40 enact that no plenary retail consumption license shall be granted
41 within its respective municipality.

42 The holder of this license shall be permitted to obtain a restricted
43 brewery license issued pursuant to subsection 1c. of R.S.33:1-10
44 and to operate a restricted brewery immediately adjoining the
45 licensed premises in accordance with the restrictions set forth in
46 that subsection. All fees related to the issuance of both licenses
47 shall be paid in accordance with statutory law.

A2452 BURZICHELLI

4

1 Seasonal retail consumption license. 2. The holder of this
2 license shall be entitled, subject to rules and regulations, to sell any
3 alcoholic beverages for consumption on the licensed premises by
4 the glass or other open receptacle, and also to sell any alcoholic
5 beverages in original containers for consumption off the licensed
6 premises, during the summer season from May 1 until November
7 14, inclusive, or during the winter season from November 15 until
8 April 30, inclusive; but this license shall not be issued to permit the
9 sale of alcoholic beverages in or upon any premises in which a
10 grocery, delicatessen, drug store or other mercantile business is
11 carried on, except as hereinafter provided. Subject to such rules
12 and regulations established from time to time by the director, the
13 holder of this license shall be permitted to sell alcoholic beverages
14 in or upon the premises in which any of the following is carried on:
15 the keeping of a hotel or restaurant including the sale of mercantile
16 items incidental thereto as an accommodation to patrons; the sale of
17 distillers', brewers' and vintners' packaged merchandise prepacked
18 as a unit with other suitable objects as gift items to be sold only as a
19 unit; the sale of novelty wearing apparel identified with the name of
20 the establishment licensed under the provisions of this section; the
21 sale of cigars, cigarettes, packaged crackers, chips, nuts and similar
22 snacks and ice at retail as an accommodation to patrons; or the retail
23 sale of nonalcoholic beverages as accessory beverages to alcoholic
24 beverages. The fee for this license shall be fixed by the governing
25 board or body of the municipality in which the licensed premises
26 are situated, by ordinance, at 75% of the fee fixed by said board or
27 body for plenary retail consumption licenses. The governing board
28 or body of each municipality may, by ordinance, enact that no
29 seasonal retail consumption license shall be granted within its
30 respective municipality.

31 Plenary retail distribution license. 3. a. The holder of this license
32 shall be entitled, subject to rules and regulations, to sell any
33 alcoholic beverages for consumption off the licensed premises, but
34 only in original containers; except that licensees shall be permitted
35 to conduct consumer wine, beer, and spirits tasting events and
36 samplings on a complimentary basis pursuant to conditions
37 established by rules and regulations of the Division of Alcoholic
38 Beverage Control, provided however, that the holder of this license
39 complies with the terms and conditions set forth in section 3 of
40 P.L.2009, c.216 (C.33:1-12d).

41 The governing board or body of each municipality may, by
42 ordinance, enact that this license shall not be issued to permit the
43 sale of alcoholic beverages in or upon any premises in which any
44 other mercantile business is carried on, except that any such
45 ordinance, heretofore or hereafter adopted, shall not prohibit the
46 retail sale of distillers', brewers' and vintners' packaged
47 merchandise prepacked as a unit with other suitable objects as gift
48 items to be sold only as a unit; the sale of novelty wearing apparel

A2452 BURZICHELLI

5

1 identified with the name of the establishment licensed under the
 2 provisions of this act; cigars, cigarettes, packaged crackers, chips,
 3 nuts and similar snacks, ice, and nonalcoholic beverages as
 4 accessory beverages to alcoholic beverages. The fee for this license
 5 shall be fixed by the governing board or body of the municipality in
 6 which the licensed premises are situated, by ordinance, at not less
 7 than \$125 and not more than \$2,500. No ordinance shall be enacted
 8 which shall raise or lower the fee to be charged for this license by
 9 more than 20% from that charged in the preceding license year or
 10 ~~[\$500.00]~~ \$500, whichever is the lesser. The governing board or
 11 body of each municipality may, by ordinance, enact that no plenary
 12 retail distribution license shall be granted within its respective
 13 municipality.

14 Limited retail distribution license. 3. b. The holder of this license
 15 shall be entitled, subject to rules and regulations, to sell any
 16 unchilled, brewed, malt alcoholic beverages in quantities of not less
 17 than 72 fluid ounces for consumption off the licensed premises, but
 18 only in original containers; provided, however, that this license
 19 shall be issued only for premises operated and conducted by the
 20 licensee as a bona fide grocery store, meat market, meat and
 21 grocery store, delicatessen, or other type of bona fide food store at
 22 which groceries or other foodstuffs are sold at retail; and provided
 23 further that this license shall not be issued except for premises at
 24 which the sale of groceries or other foodstuffs is the primary and
 25 principal business and at which the sale of alcoholic beverages is
 26 merely incidental and subordinate thereto. The fee for this license
 27 shall be fixed by the governing body or board of the municipality in
 28 which the licensed premises are situated, by ordinance, at not less
 29 than \$31 and not more than \$63. The governing board or body of
 30 each municipality may, by ordinance, enact that no limited retail
 31 distribution license shall be granted within its respective
 32 municipality.

33 Plenary retail transit license. 4. The holder of this license shall be
 34 entitled, subject to rules and regulations, to sell any alcoholic
 35 beverages, for consumption only, on railroad trains, airplanes,
 36 limousines and boats, while in transit. The fee for this license for
 37 use by a railroad or air transport company shall be \$375, for use by
 38 the owners of limousines shall be \$31 per vehicle, and for use on a
 39 boat shall be \$63 on a boat 65 feet or less in length, \$125 on a boat
 40 more than 65 feet in length but not more than 110 feet in length,
 41 and \$375 on a boat more than 110 feet in length; such boat lengths
 42 shall be determined in the manner prescribed by the Bureau of
 43 Customs of the United States Government or any federal agency
 44 successor thereto for boat measurement in connection with issuance
 45 of marine documents. A license issued under this provision to a
 46 railroad or air transport company shall cover all railroad cars and
 47 planes operated by any such company within the State of New
 48 Jersey. A license for a boat or limousine issued under this

A2452 BURZICHELLI

6

1 provision shall apply only to the particular boat or limousine for
 2 which issued, and shall permit the purchase of alcoholic beverages
 3 for sale or service in a boat or limousine to be made from any Class
 4 A and B licensee or from any Class C licensee whose license
 5 privilege permits the sale of alcoholic beverages in original
 6 containers for off-premises consumption. An interest in a plenary
 7 retail transit license issued in accordance with this section shall be
 8 excluded in determining the maximum number of retail licenses
 9 permitted under P.L.1962, c.152 (C.33:1-12.31 et seq.).

10 Club license. 5. The holder of this license shall be entitled,
 11 subject to rules and regulations, to sell any alcoholic beverages but
 12 only for immediate consumption on the licensed premises and only
 13 to bona fide club members and their guests. The fee for this license
 14 shall be fixed by the governing board or body of the municipality in
 15 which the licensed premises are situated, by ordinance, at not less
 16 than \$63 and not more than \$188. The governing board or body of
 17 each municipality may, by ordinance, enact that no club licenses
 18 shall be granted within its respective municipality. Club licenses
 19 may be issued only to such corporations, associations and
 20 organizations as are operated for benevolent, charitable, fraternal,
 21 social, religious, recreational, athletic, or similar purposes, and not
 22 for private gain, and which comply with all conditions which may
 23 be imposed by the Director of the Division of Alcoholic Beverage
 24 Control by rules and regulations.

25 Restricted restaurant license (R1). 6. The holder of this license
 26 shall be entitled, subject to rules and regulations, to sell any
 27 alcoholic beverages for consumption by the glass or other open
 28 receptacle in or upon the premises of a restaurant with a minimum
 29 square footage of 1,500 and a maximum square footage of 6,000
 30 and maintains a full-service kitchen with a minimum square footage
 31 of 500 regularly and principally used for the purpose of providing
 32 food to customers. The full-service kitchen shall be adequately
 33 equipped for the preparation and serving of food and shall have, at
 34 minimum, a dishwasher, range, sink, oven, refrigerator, and
 35 countertop. A licensed premises under the provisions of this
 36 paragraph shall encompass not more than one physical address.
 37 Alcoholic beverages only shall be sold in connection with the
 38 service of food and served at a table by an employee of the
 39 restaurant. The sale of alcoholic beverages shall begin at 12 p.m. or
 40 one hour prior to the service of food, whichever time is later in the
 41 day, and may continue until 10 p.m. on Sunday through Thursday,
 42 and until 11 p.m. on Friday and Saturday.

43 The holder of this license shall not provide a bar area for
 44 customers of the restaurant to congregate and consume alcoholic
 45 beverages but may provide a service bar at which alcoholic
 46 beverages are prepared for service to customers at a table. An
 47 employee of the restaurant may be stationed at the service bar to
 48 prepare drinks for customers, but shall only transfer alcoholic

A2452 BURZICHELLI

7

1 beverages to wait staff employed by the restaurant to be delivered
 2 to restaurant patrons who are seated or are waiting to be seated at a
 3 table; an employee preparing drinks at the service bar shall be
 4 prohibited from directly transferring alcoholic beverages to
 5 restaurant patrons. The restaurant operated by the licensee shall
 6 offer to customers a standard printed menu or menu board system or
 7 similar signage featuring a list of meals with separate prices listed
 8 adjacent to each meal, or for parties of 10 restaurant patrons or
 9 greater, the restaurant may offer a full course menu with a limited
 10 number of meal choices for a fixed price.

11 The holder of this license may not sell or transfer the license.
 12 The governing board or body of the municipality shall not limit the
 13 number of restricted restaurant licenses issued within the
 14 municipality, and the restriction in section 2 of P.L.1947, c.94
 15 (C.33:1-12.14) concerning the number of retail consumption
 16 licenses that may be issued in a municipality shall not be applicable
 17 to the license issued under this paragraph. A municipality that
 18 prohibits the sale of alcoholic beverages within its borders may
 19 establish by ordinance or resolution that a restricted restaurant
 20 license may be issued in the municipality.

21 The initial fee and annual renewal fee for this license shall be
 22 \$3,000 for a restaurant with a square footage of 1,500 to 3,000, and
 23 \$10,000 for a restaurant with a square footage of 3,001 to 6,000.
 24 The initial fee and annual renewal fee for this license shall be
 25 distributed in the following manner:

26 (1) \$2,500 shall be paid to the municipality wherein the
 27 restaurant is located and if the restaurant is located within the
 28 boundaries of two or more municipalities, the fee shall be divided
 29 equally among those municipalities;

30 (2) The remainder of the fee shall be paid to the Director of the
 31 Division of Taxation to be used solely for the purposes of offsetting
 32 the costs associated with issuing tax credits pursuant to section 6 of
 33 P.L. , c. (C.)(pending before the Legislature as this bill)
 34 and section 7 of P.L. , c. (C.)(pending before the
 35 Legislature as this bill). After the Division of Taxation is
 36 reimbursed for costs associated with issuing tax credits pursuant to
 37 section 6 of P.L. , c. (C.)(pending before the Legislature as
 38 this bill) and section 7 of P.L. , c. (C.)(pending before the
 39 Legislature as this bill), the full fee shall be paid to the municipality
 40 in the same manner as provided under paragraph (1) of this
 41 subsection.

42 In addition, the holder of a restricted restaurant license shall pay
 43 upon renewal of the license any applicable renewal fees which are
 44 otherwise required to be paid to the Director of the Division of
 45 Alcoholic Beverage Control by the holder of a plenary retail
 46 consumption license.

47 Restricted beer and wine license (R2). 7. The holder of this
 48 license shall be entitled, subject to rules and regulations, to sell any

A2452 BURZICHELLI

8

1 beer or wine by the can, bottle or other sealed receptacle used for
 2 holding alcoholic beverages for consumption in or upon the premises
 3 of a restaurant with a minimum square footage of 1,500 and a
 4 maximum square footage of 6,000 and maintains a full-service
 5 kitchen with a minimum square footage of 500 regularly and
 6 principally used for the purpose of providing food to customers.
 7 The full-service kitchen shall be adequately equipped for the
 8 preparation and serving of food and shall have, at a minimum, a
 9 dishwasher, range, sink, oven, refrigerator, and countertop. A
 10 licensed premises under the provisions of this paragraph shall
 11 encompass not more than one physical address.

12 The holder of this license shall not provide a bar area for
 13 customers of the restaurant to congregate and consume alcoholic
 14 beverages. In addition, the holder of this license shall not provide
 15 a service bar. Alcoholic beverages only may be sold in connection
 16 with the service of food and served at a table by an employee of the
 17 restaurant. The sale of beer and wine shall begin at 12 p.m. or one
 18 hour prior to the service of food, whichever time is later in the day,
 19 and may continue until 10 p.m. on Sunday through Thursday, and
 20 until 11 p.m. on Friday and Saturday. The restaurant operated by
 21 the licensee shall offer to customers a standard printed menu or
 22 menu board system or similar signage featuring a list of meals with
 23 separate prices listed adjacent to each meal, or for parties of 10
 24 restaurant patrons or greater, the licensee may offer a full course
 25 menu with a limited number of meal choices for a fixed price.

26 The holder of this license may not sell or transfer the license.
 27 The governing board or body of the municipality shall not limit the
 28 number of restricted beer and wine licenses issued within the
 29 municipality, and the restriction in section 2 of P.L.1947, c.94
 30 (C.33:1-12.14) concerning the number of retail consumption
 31 licenses that may be issued in a municipality shall not be applicable
 32 to the license issued under this paragraph. A municipality that
 33 prohibits the sale of alcoholic beverages within its borders may
 34 establish by ordinance or resolution that a restricted beer and wine
 35 license may be issued in the municipality.

36 The initial fee and annual renewal fee for this license shall be
 37 \$1,500 for a restaurant with a square footage of 1,500 to 3,000 and
 38 \$5,000 for a restaurant with a square footage of 3,001 to 6,000. The
 39 initial fee and annual renewal fee for this license shall be distributed
 40 in the following manner:

41 (1) \$1,250 shall be paid to the municipality wherein the
 42 restaurant is located, and if the restaurant is located within the
 43 boundaries of two or more municipalities, the fee shall be divided
 44 equally among those municipalities;

45 (2) The remainder of the fee shall be paid to the Director of the
 46 Division of Taxation to be used solely for the purposes of offsetting
 47 the costs associated with issuing tax credits pursuant to section 6 of
 48 P.L. , c. (C.)(pending before the Legislature as this bill)

A2452 BURZICHELLI
9

1 and section 7 of P.L. , c. (C.)(pending before the
2 Legislature as this bill). After the Division of Taxation is
3 reimbursed for costs associated with issuing tax credits pursuant to
4 section 6 of P.L. , c. (C.)(pending before the Legislature as
5 this bill) and section 7 of P.L. , c. (C.)(pending before the
6 Legislature as this bill), the full fee shall be paid to the municipality
7 in the same manner as provided under paragraph (1) of this
8 subsection.

9 In addition, the holder of a restricted restaurant license shall pay
10 upon renewal of the license any applicable renewal fees which are
11 otherwise required to be paid to the Director of the Division of
12 Alcoholic Beverage Control by the holder of a plenary retail
13 consumption license.

14 The provisions of section 23 of P.L.2003, c.117 amendatory of
15 this section shall apply to licenses issued or transferred on or after
16 July 1, 2003, and to license renewals commencing on or after July
17 1, 2003.

18 Sporting facility license. 6. The holder of this license shall be
19 entitled, subject to rules and regulations, to sell at retail or to serve
20 any alcoholic beverages as the owner, operator, lessee, or
21 concessionaire of a sporting facility by the glass or other receptacle
22 or in original containers only on the premises of the sporting
23 facility.

24 Notwithstanding any other provision of Title 33 of the Revised
25 Statutes and subject to conditions established by the director, the
26 holder of this license may share direction and control of the
27 premises to be licensed and share proceeds and profits from the sale
28 of alcoholic beverages with the owner, operator, concessionaire, or
29 lessee of the facility. The holder of this license shall be permitted
30 to conduct consumer wine, beer, and spirits tasting events and
31 samplings for a fee or on a complimentary basis provided, however,
32 the license holder complies with the provisions of section 3 of
33 P.L.2009, c.216 (C.33:1-12d) and rules and regulations promulgated
34 thereto. Notwithstanding any law, rule or regulation to the
35 contrary, the holder of this license shall be entitled to establish an
36 all-inclusive area within the licensed sporting facility, provided the
37 all-inclusive area is limited to one area within the sporting facility
38 for each game or event and the capacity of the all-inclusive area
39 does not exceed 500 persons.

40 The fee for this license shall be \$2,500 for venues with a
41 capacity of less than 7,500 persons; \$5,000 for venues with a
42 capacity of not less than 7,500 persons but not more than 14,999
43 persons; \$7,500 for venues with a capacity of not less than 15,000
44 persons but not more than 22,499 persons; and \$10,000 for venues
45 with a capacity of 22,500 persons or more.

46 For the purposes of this subsection:
47 "Sporting facility" means a stadium, arena, team training facility,
48 or similar venue located on public property where alcoholic

Attachment: Liq leg (4350 : Support A-2452 Creates New Liquor Licenses or Issuance of Additional Liquor Licenses)

A2452 BURZICHELLI

10

1 beverages are served or sold at retail for consumption on the
 2 premises by the glass or other open receptacle or in original
 3 containers.

4 "Team training facility" shall include team offices and team
 5 headquarters.

6 (cf: P.L.2015, c.86, s.1)

7

8 3. Section 2 of P.L.1947, c.94 (C.33:1-12.14) is amended to
 9 read as follows:

10 2. a. Except as otherwise provided in this [act] title, no new
 11 plenary retail consumption or seasonal retail consumption license
 12 shall be issued in a municipality unless and until the combined total
 13 number of such licenses existing in the municipality is fewer than
 14 one for each 3,000 of its population according to the most recent
 15 estimates issued by the U.S. Bureau of the Census; provided,
 16 however, in the year that the official federal decennial counts are
 17 received by the Governor, those federal decennial counts shall be
 18 used. No new plenary retail distribution license shall be issued in a
 19 municipality unless and until the number of such licenses existing
 20 in the municipality is fewer than one for each 7,500 of its
 21 population according to the most recent estimates issued by the U.S.
 22 Bureau of the Census; provided, however, in the year that the
 23 official federal decennial counts are received by the Governor,
 24 those federal decennial counts shall be used.

25 b. (1) A municipality which has adopted a master plan pursuant
 26 to the provisions of section 19 of P.L.1975, c.291 (C.40:55D-28)
 27 may issue a plenary retail consumption license based upon the
 28 population projections for that municipality contained in the master
 29 plan and the schedule set forth in this subsection.

30 (2) A municipality may issue additional plenary retail
 31 consumption licenses based upon the peak population projection in
 32 the master plan. If the projected peak population supports the
 33 issuance of one or more additional plenary retail consumption
 34 licenses, the municipality may issue one additional license. The
 35 municipality may issue another plenary retail consumption license
 36 whenever there is an increase of 3,000 or more in the population of
 37 the municipality, according to the most recent estimates issued by
 38 the U.S. Bureau of the Census or the official federal decennial
 39 counts in the years those counts are issued, until the maximum
 40 number of licenses supported by the projected peak population have
 41 been issued.

42 (cf: PL.1999, c.189, s.1)

43

44 4. (New section) a. The holder of a restricted restaurant
 45 license or restricted beer and wine license who violates subsections
 46 a. through j. of R.S.33:1-31:

47 (1) for a first offense, shall be subject to a mandatory license
 48 suspension in an amount of time determined by the director and be

A2452 BURZICHELLI

11

1 liable for a civil penalty of \$5,000 which shall be imposed on a
 2 restricted restaurant licensee, and \$2,500 which shall be imposed on
 3 a restricted beer and wine license licensee.

4 (2) for a second offense, shall be subject to a permanent
 5 revocation of the restricted restaurant license or restricted beer and
 6 wine license and be liable for a civil penalty of three times the fair
 7 market value of a plenary retail consumption license. The fair
 8 market value shall be based upon the average sales price of plenary
 9 retail consumption licenses in the municipality in which the
 10 licensed premises is located during the five years immediately
 11 preceding the effective date of P.L. , c. (pending before the
 12 Legislature as this bill). If the licensed premises is located within
 13 the boundaries of two or more municipalities, the highest average
 14 sale price of the two or more municipalities shall be used. If less
 15 than three plenary retail consumption licenses have been sold in the
 16 municipality or municipalities, as the case may be, within the
 17 previous five years, the municipality or municipalities shall obtain
 18 an appraisal, at the applicant's expense, to determine the
 19 appropriate fair market value of the license. The appraisal process
 20 shall include an examination of previous transactions in the
 21 municipality or municipalities, as the case may be, and shall reflect
 22 what a willing buyer, under no pressure to buy, would pay a willing
 23 seller, under no pressure to sell, for a plenary retail consumption
 24 license in that municipality or municipalities.

25 b. The fines imposed pursuant to this section shall be collected
 26 by the director and forwarded to the State Treasurer in accordance
 27 with subsection b. of section 14 of P.L.1992, c.188 (C.33:1-4.1).
 28

29 5. Section 14 of P.L.1992, c.188 (C.33:1-4.1) is amended to
 30 read as follows:

31 14. a. All fees and penalties collected by the Director of the
 32 Division of Alcoholic Beverage Control pursuant to the provisions
 33 of Title 33 of the Revised Statutes shall be forwarded to the State
 34 Treasurer for deposit in a special nonlapsing fund. Monies in the
 35 fund shall be used exclusively for the operation of the Alcoholic
 36 Beverage Control Enforcement Bureau in the Division of State
 37 Police and the Division of Alcoholic Beverage Control and for
 38 reimbursement of all additional costs of enforcement of the
 39 provisions of Title 33 incurred by the Department of Law and
 40 Public Safety.

41 b. Notwithstanding the provisions of subsection a. of this
 42 section, the fines imposed pursuant to section 4 of P.L. _____,
 43 c. (C. _____)(pending before the Legislature as this bill) shall be
 44 collected by the director and forwarded to the State Treasurer to be
 45 used for the purposes of offsetting the costs associated with issuing
 46 tax credits pursuant to section 6 of P.L. _____, c. (C. _____)(pending
 47 before the Legislature as this bill) and section 7 of P.L. _____,
 48 c. (C. _____)(pending before the Legislature as this bill). After the

A2452 BURZICHELLI

12

1 Division of Taxation is reimbursed for up to 75 percent of the
 2 projected estimated cost associated with issuing tax credits pursuant
 3 to section 6 of P.L. , c. (C.)(pending before the Legislature
 4 as this bill) and section 7 of P.L. , c. (C.)(pending before the
 5 Legislature as this bill), the fines shall be used exclusively for the
 6 operation of the Alcoholic Beverage Control Enforcement Bureau
 7 in accordance with subsection a. of this section.
 8 (cf: P.L.1992, c.188, s.14)

9
 10 6. (New section) a. A taxpayer that is certified as a qualified
 11 holder of a plenary retail consumption license shall be allowed a
 12 credit against the corporation business tax imposed pursuant to
 13 section 5 of P.L.1945, c.162 (C.54:10A-5). The amount of the
 14 credit shall be equal to 100 percent of the fair market value of the
 15 taxpayer's license prior to the date of enactment of P.L. ,
 16 c. (C.) (pending before the Legislature as this bill), and shall
 17 be taken over a five-year period, in five annual installments, at the
 18 rate of one-fifth the total amount of the taxpayer's credit for each
 19 privilege period of the taxpayer, beginning with the privilege period
 20 in which the taxpayer is certified as a qualified holder of a plenary
 21 retail consumption license by the Director of the Division of
 22 Alcoholic Beverage Control in the Department of Law and Public
 23 Safety in accordance with subsection b. of this section.

24 b. (1) To be certified as a qualified holder of a plenary retail
 25 consumption license, a taxpayer shall make and file an application
 26 for certification with the Director of the Division of Alcoholic
 27 Beverage Control within 360 days of the effective date of P.L. ,
 28 c. (C.) (pending before the Legislature as this bill). The
 29 application shall be made on forms furnished by the Director of the
 30 Division of Alcoholic Beverage Control, and shall require the
 31 taxpayer to demonstrate: the location of the premises operated in
 32 connection with the license; the number of years the taxpayer has
 33 held the license; the original amount paid by the taxpayer for the
 34 privilege of holding the license; and the purpose to which the
 35 license has been used by the taxpayer.

36 (2) The Director of the Division of Alcoholic Beverage Control
 37 shall review each application made and filed in accordance with
 38 paragraph (1) of this subsection and make a determination regarding
 39 the issuance of a certification within 180 days of the date a
 40 complete application is filed. The determination shall be made
 41 based upon the Director of the Division of Alcoholic Beverage
 42 Control's finding that: the taxpayer acquired the license prior to the
 43 date of enactment of P.L. , c. (C.) (pending before the
 44 Legislature as this bill); the taxpayer held the license in an active
 45 status prior to the effective date of P.L. , c. (C.) (pending
 46 before the Legislature as this bill); and the license is used directly
 47 by the taxpayer to sell alcoholic beverages for consumption on a
 48 licensed premises in accordance with the provisions of R.S.33:1-12.

A2452 BURZICHELLI

13

1 (3) The Director of the Division of Alcoholic Beverage Control
2 shall, at the time a determination regarding the issuance of a
3 certification is made, establish the fair market value of the
4 taxpayer's license prior to the date of enactment of P.L. ,
5 c. (C.) (pending before the Legislature as this bill). To assist
6 in establishing the fair market value of a license, the Director of the
7 Division of Alcoholic Beverage Control may appoint an advisory
8 committee composed of representatives with knowledge and
9 experience in the appraisal of alcoholic beverage licenses in this
10 State. The fair market value of the license shall be based upon the
11 average sales price of plenary retail consumption licenses in the
12 municipality in which the licensed premises is located during the
13 five years immediately preceding the date of enactment of P.L. ,
14 c. (C.) (pending before the Legislature as this bill). If the
15 licensed premises is located within the boundaries of two or more
16 municipalities, the fair market value shall be based on the average
17 sale price of plenary retail consumption licenses issued in the
18 municipality in which the structure of licensed premises is primarily
19 situated. If less than three plenary retail consumption licenses have
20 been sold in the municipality or municipalities, as the case may be,
21 within the previous five years, the taxpayer shall obtain an
22 appraisal, at the taxpayer's expense, to determine the appropriate
23 fair market value of the license. The appraisal process shall include
24 an examination of previous transactions in the municipality or
25 municipalities, as the case may be, and shall reflect what a willing
26 buyer, under no pressure to buy, would pay a willing seller, under
27 no pressure to sell, for a plenary retail consumption license in that
28 municipality or municipalities, as the case may be.

29 If a single plenary retail consumption license is used in
30 connection with the operation of multiple restaurants or other
31 establishments located on the same licensed premises, the fair
32 market value established under this paragraph shall be divided by
33 the number of restaurants or establishments operating in connection
34 with that plenary retail consumption license.

35 (4) The Director of the Division of Alcoholic Beverage Control
36 shall issue a written certification to each taxpayer that has made and
37 filed an application that has been reviewed and approved in
38 accordance with paragraph (2) of this subsection within 10 days of
39 the date the determination is made. The written certification shall
40 include a detailed explanation of the fair market value of the
41 taxpayer's license established in accordance with paragraph (3) of
42 this subsection. Each taxpayer issued a certification shall include a
43 copy of the written certification, along with the detailed explanation
44 of the fair market value of the taxpayer's license, when filing a
45 return that includes a claim for the credit allowed in accordance
46 with this section.

47 (5) The Director of the Division of Alcoholic Beverage Control
48 shall provide a copy of each written certification issued in

A2452 BURZICHELLI

15

1 of the Division of Alcoholic Beverage Control in reviewing and
2 approving any application for a tax credit transfer certificate of a
3 taxpayer. The tax credit transfer certificate, upon issuance thereof
4 by the Director of the Division of Taxation, may be sold or
5 assigned, in whole or in part, to any other taxpayer that may have a
6 corporation business tax or a gross income tax liability, in exchange
7 for private financial assistance to be provided by the purchaser or
8 assignee to the taxpayer that is allowed a credit under this section.
9 The certificate issued to the taxpayer shall include a statement
10 waiving the taxpayer's right to claim that amount of the annual
11 installment of the credit against the corporation business tax that the
12 taxpayer has elected to sell or assign. The sale or assignment of any
13 amount of a tax credit transfer certificate allowed under this
14 subsection shall not be exchanged for consideration received by the
15 taxpayer of less than 75 percent of the transferred credit amount.
16 Any amount of a tax credit transfer certificate used by a purchaser
17 or assignee against a corporation business tax liability shall be
18 subject to the same limitations and conditions that apply to the use
19 of a credit pursuant to subsection c. of this section. Any amount of a
20 tax credit transfer certificate obtained by a purchaser or assignee
21 under this section may be applied against the purchaser's or
22 assignee's gross income tax liability and shall be subject to the same
23 limitations and conditions that apply to the use of a credit pursuant
24 to subsection c. of section 7 of P.L. , c. (C.) (pending
25 before the Legislature as this bill).

26 e. (1) If, in the five-year period beginning with the privilege
27 period in which the taxpayer is certified as a qualified holder of a
28 plenary retail consumption license, the taxpayer sells or transfers
29 any part of the taxpayer's interest in the license to another person,
30 the taxpayer shall forfeit that portion of the taxpayer's credit that is
31 equal to the amount of consideration received by the taxpayer from
32 the sale or transfer of the license. The forfeited portion shall first
33 reduce the balance of any annual installment of a credit of the
34 taxpayer that is allowed but that has not been applied against the tax
35 liability of the taxpayer, or converted into a tax credit transfer
36 certificate and sold or assigned to another taxpayer in accordance
37 with subsection d. of this section, during the privilege period in
38 which the sale or transfer of the license occurs, and then shall
39 reduce the balance of any future annual installment of a credit of a
40 taxpayer that is allowed but that has not been applied, or converted
41 and sold or assigned to another taxpayer, beginning with future
42 annual installments allowed during the privilege period immediately
43 following the privilege period in which the sale or transfer occurs.
44 If, after being used to reduce future annual installments, the
45 forfeited portion exceeds the amount of any allowable credit
46 remaining, the taxpayer shall repay the amount of that excess to the
47 Director of the Division of Taxation; provided however, that if the
48 taxpayer converted an annual installment of the credit or any

A2452 BURZICHELLI

14

1 accordance with paragraph (4) of this subsection to the Director of
2 the Division of Taxation in the Department of the Treasury within
3 10 days of the date the certification is issued, and shall prepare a
4 report regarding the administration of the certification process
5 established in accordance with this subsection. The report shall
6 specify: the number of applications made and filed; the number of
7 certifications issued; and the fair market value of each license for
8 which a certification is issued. The report shall be submitted to the
9 Governor, the State Treasurer, and the Legislature, in accordance
10 with section 2 of P.L.1991, c.164 (C.52:14-19.1), within 450 days
11 of the effective date of P.L. , c. (C.) (pending before the
12 Legislature as this bill).

13 c. The order of priority of the application of an annual
14 installment of the credit allowed pursuant to this section and any
15 other credit allowed against the corporation business tax for a
16 privilege period shall be as prescribed by the Director of the
17 Division of Taxation in the Department of the Treasury. The
18 amount of an annual installment of the credit applied under this
19 section against the corporation business tax for a privilege period,
20 together with any other annual installment and any other credits
21 allowed against the corporation business tax, shall not reduce the
22 tax liability of the taxpayer to an amount less than the statutory
23 minimum provided in subsection (e) of section 5 of P.L.1945, c.162
24 (C.54:10A-5). No amount of the fair market value of the taxpayer's
25 license that is used as the basis of the credit allowed pursuant to this
26 section shall be allowed as an amount used to calculate a loss or
27 expense of the taxpayer or otherwise reduce or offset that
28 taxpayer's liability for tax pursuant to any other exclusion,
29 deduction, or credit allowed under the corporation business tax. The
30 amount of an annual installment of the credit allowable under this
31 section which cannot be applied for a privilege period due to the
32 limitations of this subsection may be carried forward, if necessary,
33 to the earliest available use within the 20 privilege periods
34 immediately following the privilege period for which the credit is
35 allowed.

36 d. A taxpayer may, upon issuance of a certification as a
37 qualified holder of a plenary retail consumption license by the
38 Director of the Division of Alcoholic Beverage Control in
39 accordance with subsection b. of this section, make and file an
40 application to the Director of the Division of Taxation for a tax
41 credit transfer certificate in lieu of the taxpayer being allowed an
42 annual installment of the credit or any amount of an annual
43 installment of the credit that may be taken against the corporation
44 business tax liability of the taxpayer. The Director of the Division
45 of Taxation may prescribe the form and manner by which a
46 taxpayer may make and file a separate application in connection
47 with each annual installment of the credit or any amount of each
48 annual installment of the credit, and may consult with the Director

A2452 BURZICHELLI

16

1 amount of an annual installment of the credit into a tax credit
2 transfer certificate in accordance with subsection d. of this section,
3 the amount of the excess required to be repaid to the Director of the
4 Division of Taxation shall be reduced, if necessary, in proportion to
5 the amount of consideration received by the taxpayer from the sale
6 or assignment of the tax credit transfer certificate.

7 (2) If, in the 15-year period beginning with the fifth privilege
8 period immediately following the privilege period in which the
9 taxpayer is certified as a qualified holder of a plenary retail
10 consumption license, the taxpayer sells or transfers any part of the
11 taxpayer's interest in the license to another person, the taxpayer
12 shall forfeit that portion of the taxpayer's credit that is equal to the
13 amount of consideration received by the taxpayer from the sale or
14 transfer of the license. The forfeited portion shall first reduce the
15 balance of any tax credit carryforward from a prior privilege period
16 that is allowed but that has not been applied against the tax liability
17 of the taxpayer during the privilege period in which the sale or
18 transfer of the license occurs, and then shall reduce the balance of
19 any tax credit carryforward from a prior privilege period that
20 otherwise would have been applied against future tax liabilities of
21 the taxpayer. If, after being used to reduce carryforwards from prior
22 privilege periods, the forfeited portion exceeds the amount of any
23 allowable credit remaining, the taxpayer shall repay the amount of
24 that excess to the Director of the Division of Taxation subject to the
25 following limitations:

26 (a) if the taxpayer is required to repay the amount of any excess
27 as a result of the sale or transfer of the taxpayer's license occurring
28 in the first five years of the 15-year period, the amount of the
29 excess shall be multiplied by 0.75 to determine the amount of the
30 excess required to be repaid to the Director of the Division of
31 Taxation;

32 (b) if the taxpayer is required to repay the amount of any excess
33 as a result of the sale or transfer of the taxpayer's license occurring
34 in the second five years of the 15-year period, the amount of the
35 excess shall be multiplied by 0.50 to determine the amount of the
36 excess required to be repaid to the Director of the Division of
37 Taxation; and

38 (c) if the taxpayer is required to repay the amount of any excess
39 as a result of the sale or transfer of the taxpayer's license occurring
40 in the third five years of the 15-year period, the amount of the
41 excess shall be multiplied by 0.25 to determine the amount of the
42 excess required to be repaid to the Director of the Division of
43 Taxation.

44 In addition, if the taxpayer converted the credit or any amount of
45 the credit into a tax credit transfer certificate in accordance with
46 subsection d. of this section, the amount of the excess required to be
47 repaid to the Director of the Division of Taxation shall be further
48 reduced, if necessary, in proportion to the amount of consideration

A2452 BURZICHELLI

17

1 received by the taxpayer from the sale or assignment of the tax
2 credit transfer certificate.

3 (3) The amount of excess required to be repaid to the Director of
4 the Division of Taxation pursuant to paragraph (1) or (2) of this
5 subsection shall be a deficiency with respect to the payment of a
6 State tax. The Director of the Division of Taxation shall have all
7 rights, powers and duties authorized under the State Uniform Tax
8 Procedure Law, R.S.54:48-1 et seq., to ensure payment, collection,
9 or recovery of the deficiency, and the taxpayer shall be afforded all
10 protections, rights, and remedies allowed under R.S.54:48-1 et seq.
11 to challenge, protest, or appeal the deficiency or any determination
12 or decision made in connection with the deficiency.

13
14 7. (New section) a. A taxpayer that is certified as a qualified
15 holder of a plenary retail consumption license shall be allowed a
16 credit against the tax imposed pursuant to the "New Jersey Gross
17 Income Tax Act," N.J.S.54A:1-1 et seq. The amount of the credit
18 shall be equal to 100 percent of the fair market value of the
19 taxpayer's license prior to the date of enactment of P.L. ,
20 c. (C.) (pending before the Legislature as this bill), and shall
21 be taken over a five-year period, in five annual installments, at the
22 rate of one-fifth the total amount of the taxpayer's credit for each
23 taxable year of the taxpayer, beginning with the taxable year in
24 which the taxpayer is certified as a qualified holder of a plenary
25 retail consumption license by the Director of the Division of
26 Alcoholic Beverage Control in the Department of Law and Public
27 Safety in accordance with subsection b. of this section.

28 b. (1) To be certified as a qualified holder of a plenary retail
29 consumption license, a taxpayer shall make and file an application
30 for certification with the Director of the Division of Alcoholic
31 Beverage Control within 360 days of the effective date of P.L. ,
32 c. (C.) (pending before the Legislature as this bill). The
33 application shall be made on forms furnished by the Director of the
34 Division of Alcoholic Beverage Control, and shall require the
35 taxpayer to demonstrate: the location of the premises operated in
36 connection with the license; the number of years the taxpayer has
37 held the license; the original amount paid by the taxpayer for the
38 privilege of holding the license; and the purpose to which the
39 license has been used by the taxpayer.

40 (2) The Director of the Division of Alcoholic Beverage Control
41 shall review each application made and filed in accordance with
42 paragraph (1) of this subsection and make a determination regarding
43 the issuance of a certification within 180 days of the date a
44 complete application is filed. The determination shall be made
45 based upon the Director of the Division of Alcoholic Beverage
46 Control's finding that: the taxpayer acquired the license prior to the
47 date of enactment of P.L. , c. (C.) (pending before the
48 Legislature as this bill); the taxpayer held the license in an active

A2452 BURZICHELLI

18

1 status prior to the effective date of P.L. , c. (C.) (pending
2 before the Legislature as this bill); and the license is used directly
3 by the taxpayer to sell alcoholic beverages for consumption on a
4 licensed premises in accordance with the provisions of R.S.33:1-12.

5 (3) The Director of the Division of Alcoholic Beverage Control
6 shall, at the time a determination regarding the issuance of a
7 certification is made, establish the fair market value of the
8 taxpayer's license prior to the date of enactment of P.L. ,
9 c. (C.) (pending before the Legislature as this bill). To assist
10 in establishing the fair market value of a license, the Director of the
11 Division of Alcoholic Beverage Control may appoint an advisory
12 committee composed of representatives with knowledge and
13 experience in the appraisal of alcoholic beverage licenses in this
14 State. The fair market value of the license shall be based upon the
15 average sales price of plenary retail consumption licenses in the
16 municipality in which the licensed premises is located during the
17 five years immediately preceding the date of enactment of P.L. ,
18 c. (C.) (pending before the Legislature as this bill). If the
19 licensed premises is located within the boundaries of two or more
20 municipalities, the fair market value shall be based on the average
21 sale price of plenary retail consumption licenses issued in the
22 municipality in which the structure of licensed premises is primarily
23 situated. If less than three plenary retail consumption licenses have
24 been sold in the municipality or municipalities, as the case may be,
25 within the previous five years, the taxpayer shall obtain an
26 appraisal, at the taxpayer's expense, to determine the appropriate
27 fair market value of the license. The appraisal process shall include
28 an examination of previous transactions in the municipality or
29 municipalities, as the case may be, and shall reflect what a willing
30 buyer, under no pressure to buy, would pay a willing seller, under
31 no pressure to sell, for a plenary retail consumption license in that
32 municipality or municipalities, as the case may be.

33 If a single plenary retail consumption license is used in
34 connection with the operation of multiple restaurants or other
35 establishments located on the same licensed premises, the fair
36 market value established under this paragraph shall be divided by
37 the number of restaurants or establishments operating in connection
38 with that plenary retail consumption license.

39 (4) The Director of the Division of Alcoholic Beverage Control
40 shall issue a written certification to each taxpayer that has made and
41 filed an application that has been reviewed and approved in
42 accordance with paragraph (2) of this subsection within 10 days of
43 the date the determination is made. The written certification shall
44 include a detailed explanation of the fair market value of the
45 taxpayer's license established in accordance with paragraph (3) of
46 this subsection. Each taxpayer issued a certification shall include a
47 copy of the written certification, along with the detailed explanation
48 of the fair market value of the taxpayer's license, when filing a

A2452 BURZICHELLI

19

1 return that includes a claim for the credit allowed in accordance
2 with this section.

3 (5) The Director of the Division of Alcoholic Beverage Control
4 shall provide a copy of each written certification issued in
5 accordance with paragraph (4) of this subsection to the Director of
6 the Division of Taxation in the Department of the Treasury within
7 10 days of the date the certification is issued, and shall prepare a
8 report regarding the administration of the certification process
9 established in accordance with this subsection. The report shall
10 specify: the number of applications made and filed; the number of
11 certifications issued; and the fair market value of each license for
12 which a certification is issued. The report shall be submitted to the
13 Governor, the State Treasurer, and the Legislature, in accordance
14 with section 2 of P.L.1991, c.164 (C.52:14-19.1), within 450 days
15 of the effective date of P.L. , c. (C.) (pending before the
16 Legislature as this bill).

17 c. (1) The order of priority of the application of an annual
18 installment of the credit allowed pursuant to this section and any
19 other credit allowed against the gross income tax for a taxable year
20 shall be as prescribed by the Director of the Division of Taxation in
21 the Department of the Treasury. The amount of an annual
22 installment of the credit applied under this section against the gross
23 income tax for a taxable year, together with any other annual
24 installment and any other credits allowed against the gross income
25 tax, shall not reduce the tax liability of the taxpayer to an amount
26 less than zero. No amount of the fair market value of the taxpayer's
27 license that is used as the basis of the credit allowed pursuant to this
28 section shall be allowed as an amount used to calculate a loss or
29 expense of the taxpayer or otherwise reduce or offset that
30 taxpayer's liability for tax pursuant to any other exclusion,
31 deduction, or credit allowed under the gross income tax. The
32 amount of an annual installment of the credit allowable under this
33 section which cannot be applied for a taxable year due to the
34 limitations of this subsection may be carried forward, if necessary,
35 to the earliest available use within the 20 taxable years immediately
36 following the taxable year for which the credit is allowed.

37 (2) A business entity classified as a partnership for federal
38 income tax purposes shall not be allowed a credit under this section
39 directly, but the amount of credit of a taxpayer in respect of a
40 distributive share of entity income, shall be determined by
41 allocating to the taxpayer that proportion of the credit acquired by
42 the entity that is equal to the taxpayer's share, whether or not
43 distributed, of the total distributive income or gain of the entity for
44 its taxable year ending within or with the taxpayer's taxable year
45 except as otherwise provided by law. A New Jersey S Corporation
46 shall not be allowed a credit under this section directly, but the
47 amount of credit of a taxpayer in respect of a pro rata share of S
48 Corporation income, shall be determined by allocating to the

A2452 BURZICHELLI

20

1 taxpayer that proportion of the credit acquired by the New Jersey S
 2 Corporation that is equal to the taxpayer's share, whether or not
 3 distributed, of the total pro rata share of S Corporation income of
 4 the New Jersey S Corporation for its privilege period ending within
 5 or with the taxpayer's taxable year.

6 d. A taxpayer may, upon issuance of a certification as a
 7 qualified holder of a plenary retail consumption license by the
 8 Director of the Division of Alcoholic Beverage Control in
 9 accordance with subsection b. of this section, make and file an
 10 application to the Director of the Division of Taxation for a tax
 11 credit transfer certificate in lieu of the taxpayer being allowed an
 12 annual installment of the credit or any amount of an annual
 13 installment of the credit that may be taken against the gross income
 14 tax liability of the taxpayer. The Director of the Division of
 15 Taxation may prescribe the form and manner by which a taxpayer
 16 may make and file a separate application in connection with each
 17 annual installment of the credit or any amount of each annual
 18 installment of the credit, and may consult with the Director of the
 19 Division of Alcoholic Beverage Control in reviewing and approving
 20 any application for a tax credit transfer certificate of a
 21 taxpayer. The tax credit transfer certificate, upon issuance thereof
 22 by the Director of the Division of Taxation, may be sold or
 23 assigned, in whole or in part, to any other taxpayer that may have a
 24 corporation business tax or a gross income tax liability, in exchange
 25 for private financial assistance to be provided by the purchaser or
 26 assignee to the taxpayer that is allowed a credit under this section.
 27 The certificate issued to the taxpayer shall include a statement
 28 waiving the taxpayer's right to claim that amount of the annual
 29 installment of the credit against the gross income tax that the
 30 taxpayer has elected to sell or assign. The sale or assignment of any
 31 amount of a tax credit transfer certificate allowed under this
 32 subsection shall not be exchanged for consideration received by the
 33 taxpayer of less than 75 percent of the transferred credit amount.
 34 Any amount of a tax credit transfer certificate used by a purchaser
 35 or assignee against a gross income tax liability shall be subject to
 36 the same limitations and conditions that apply to the use of a credit
 37 pursuant to subsection c. of this section. Any amount of a tax credit
 38 transfer certificate obtained by a purchaser or assignee under this
 39 section may be applied against the purchaser's or assignee's
 40 corporation business tax liability and shall be subject to the same
 41 limitations and conditions that apply to the use of a credit pursuant
 42 to subsection c. of section 6 of P.L. , c. (C.) (pending
 43 before the Legislature as this bill).

44 e. (1) If, in the five-year period beginning with the taxable year
 45 in which the taxpayer is certified as a qualified holder of a plenary
 46 retail consumption license, the taxpayer sells or transfers any part of
 47 the taxpayer's interest in the license to another person, the taxpayer
 48 shall forfeit that portion of the taxpayer's credit that is equal to the

A2452 BURZICHELLI

21

1 amount of consideration received by the taxpayer from the sale or
2 transfer of the license. The forfeited portion shall first reduce the
3 balance of any annual installment of a credit of the taxpayer that is
4 allowed but that has not been applied against the tax liability of the
5 taxpayer, or converted into a tax credit transfer certificate and sold
6 or assigned to another taxpayer in accordance with subsection d. of
7 this section, during the taxable year in which the sale or transfer of
8 the license occurs, and then shall reduce the balance of any future
9 annual installment of a credit of a taxpayer that is allowed but that
10 has not been applied, or converted and sold or assigned to another
11 taxpayer, beginning with future annual installments allowed during
12 the taxable year immediately following the taxable year in which
13 the sale or transfer occurs. If, after being used to reduce future
14 annual installments, the forfeited portion exceeds the amount of any
15 allowable credit remaining, the taxpayer shall repay the amount of
16 that excess to the Director of the Division of Taxation; provided
17 however, that if the taxpayer converted an annual installment of the
18 credit or any amount of an annual installment of the credit into a tax
19 credit transfer certificate in accordance with subsection d. of this
20 section, the amount of the excess required to be repaid to the
21 director shall be reduced, if necessary, in proportion to the amount
22 of consideration received by the taxpayer from the sale or
23 assignment of the tax credit transfer certificate.

24 (2) If, in the 15-year period beginning with the fifth taxable year
25 immediately following the taxable year in which the taxpayer is
26 certified as a qualified holder of a plenary retail consumption
27 license, the taxpayer sells or transfers any part of the taxpayer's
28 interest in the license to another person, the taxpayer shall forfeit
29 that portion of the taxpayer's credit that is equal to the amount of
30 consideration received by the taxpayer from the sale or transfer of
31 the license. The forfeited portion shall first reduce the balance of
32 any tax credit carryforward from a prior taxable year that is allowed
33 but that has not been applied against the tax liability of the taxpayer
34 during the taxable year in which the sale or transfer of the license
35 occurs, and then shall reduce the balance of any tax credit
36 carryforward from a prior taxable year that otherwise would have
37 been applied against future tax liabilities of the taxpayer. If, after
38 being used to reduce carryforwards from prior taxable years, the
39 forfeited portion exceeds the amount of any allowable credit
40 remaining, the taxpayer shall repay the amount of that excess to the
41 Director of the Division of Taxation subject to the following
42 limitations:

43 (a) if the taxpayer is required to repay the amount of any excess
44 as a result of the sale or transfer of the taxpayer's license occurring
45 in the first five years of the 15-year period, the amount of the
46 excess shall be multiplied by 0.75 to determine the amount of the
47 excess required to be repaid to the Director of the Division of
48 Taxation;

A2452 BURZICHELLI

22

1 (b) if the taxpayer is required to repay the amount of any excess
 2 as a result of the sale or transfer of the taxpayer's license occurring
 3 in the second five years of the 15-year period, the amount of the
 4 excess shall be multiplied by 0.50 to determine the amount of the
 5 excess required to be repaid to the Director of the Division of
 6 Taxation; and

7 (c) if the taxpayer is required to repay the amount of any excess
 8 as a result of the sale or transfer of the taxpayer's license occurring
 9 in the third five years of the 15-year period, the amount of the
 10 excess shall be multiplied by 0.25 to determine the amount of the
 11 excess required to be repaid to the Director of the Division of
 12 Taxation.

13 In addition, if the taxpayer converted the credit or any amount of
 14 the credit into a tax credit transfer certificate in accordance with
 15 subsection d. of this section, the amount of the excess required to be
 16 repaid to the Director of the Division of Taxation shall be further
 17 reduced, if necessary, in proportion to the amount of consideration
 18 received by the taxpayer from the sale or assignment of the tax
 19 credit transfer certificate.

20 (3) The amount of excess required to be repaid to the Director of
 21 the Division of Taxation pursuant to paragraph (1) or (2) of this
 22 subsection shall be a deficiency with respect to the payment of a
 23 State tax. The Director of the Division of Taxation shall have all
 24 rights, powers and duties authorized under the State Uniform Tax
 25 Procedure Law, R.S.54:48-1 et seq., to ensure payment, collection,
 26 or recovery of the deficiency, and the taxpayer shall be afforded all
 27 protections, rights, and remedies allowed under R.S.54:48-1 et seq.
 28 to challenge, protest, or appeal the deficiency or any determination
 29 or decision made in connection with the deficiency.

30
 31 8. This act shall take effect on the first day of the nineteenth
 32 month following enactment.

STATEMENT

33
 34
 35
 36
 37 This bill creates a restricted restaurant license (R1) which permits
 38 the holder to sell any alcoholic beverages for consumption on the
 39 premises of certain restaurants. In addition, the bill creates a
 40 restricted beer and wine license (R2) which permits the holder to
 41 sell only beer and wine by the bottle or can. These licenses would
 42 only be available for use in connection with restaurants that occupy
 43 a minimum square footage of 1,500 and a maximum square footage
 44 of 6,000 and maintain a full-service kitchen with a minimum square
 45 footage of 500. The governing board or body of a municipality may
 46 issue an unlimited number of these licenses within the municipality.

47 Under the provisions of the bill, alcoholic beverages only may be
 48 sold in connection with the service of food at a table by an

A2452 BURZICHELLI

23

1 employee of the restaurant, and may begin at 12 p.m. or one hour
2 prior to the service of food, whichever is later in time, and continue
3 until 10 p.m. on Sunday through Thursday, and until 11 p.m. on
4 Friday and Saturday.

5 A license holder is prohibited from providing a bar area for
6 customers of the restaurant to congregate and consume alcoholic
7 beverages. However, the holder of a restricted restaurant license
8 (R1) may provide a service bar at which alcoholic beverages are
9 prepared for customers at a table. An employee of the restaurant
10 may be stationed at the service bar to prepare drinks for customers,
11 but may only transfer alcoholic beverages to the wait staff at the
12 restaurant. The bill prohibits the employee stationed at the service
13 bar from serving drinks directly to restaurant patrons. The holder of
14 a restricted beer and wine license (R2) is prohibited from having a
15 service bar.

16 The license holder is required to offer a standard printed menu or
17 menu board system or similar signage featuring a list of meals with
18 separate prices listed adjacent to each meal. For parties of 10
19 restaurant patrons or greater, the bill allows a licensee to offer a full
20 course menu with a limited number of meal choices for a fixed
21 price.

22 The licensed premises of the restaurant would be limited to only
23 one physical address. A municipality that prohibits the sale of
24 alcoholic beverages within its borders may establish by ordinance
25 or resolution that a restricted restaurant license may be issued in
26 that municipality.

27 The bill establishes a fee schedule for the initial issuance and
28 annual renewal fee for the restricted restaurant license and restricted
29 beer and wine license based on the square footage of the restaurant.
30 The initial fee and annual renewal fee for this for the restricted
31 restaurant license is \$3,000 for a restaurant with a square footage of
32 1,500 to 3,000, and \$10,000 for a restaurant with a square footage
33 of 3,001 to 6,000. The fees imposed for the restricted beer and wine
34 license are half the amount imposed for the restricted restaurant
35 license, and are set at \$1,500 for a restaurant with a square footage
36 of 1,500 to 3,000 and \$5,000 for a restaurant with a square footage
37 of 3,001 to 6,000.

38 The initial fee and renewal fee are to be paid in the following
39 manner: \$2,500 of the fee for the restricted restaurant license and
40 \$1250 for the fee for the restricted beer and wine license is to be paid
41 to the municipality where the restaurant is located and if the restaurant
42 is located within the boundaries of two or more municipalities, the fee
43 is to be divided equally among those municipalities; the remainder of
44 the fee is to be paid to the to the Director Division of Taxation to be
45 used solely for the purposes of offsetting the costs associated with
46 issuing tax credits provided under the bill. After the Division of
47 Taxation is reimbursed for costs associated with issuing tax credits,
48 the full fee is to be paid to the municipality. In addition, the bill

A2452 BURZICHELLI

24

1 requires licensees to pay to the Director of the Division of
2 Alcoholic Beverage Control any applicable renewal fees that the
3 holder of a plenary retail consumption license is required to pay
4 under current law.

5 The bill imposes certain penalties on the holders of the restricted
6 restaurant license or restricted beer and wine license who violate the
7 law. For a first offense, a restricted restaurant licensee is required
8 to pay a civil penalty of \$5,000 and a restricted beer and wine
9 licensee is required to pay \$2,500. Both licensees are subject to a
10 mandatory license suspension for a period of time determined by
11 the ABC director for a first time offense. For a second offense,
12 both licensees are subject to a permanent license revocation and are
13 required to pay a fine that is equal to three times the amount of the
14 fair market value of a plenary retail consumption license in that
15 municipality. Any fine money collected is to be paid to the Director
16 of the Division of Taxation to be used solely for the purposes of
17 offsetting the costs associated with issuing tax credits provided
18 under the bill. After the Division of Taxation is reimbursed for up
19 to 75 percent of the projected estimated cost associated with issuing
20 tax credits, the full fee is to be paid to the municipality.

21 This bill further provides for the issuance of additional plenary
22 retail consumption licenses by municipalities that have adopted a
23 master plan pursuant to the provisions of section 19 of P.L.1975,
24 c.291 (C.40:55D-28). These municipalities may issue the additional
25 plenary retail consumption licenses based upon the population
26 projections for that municipality contained in the master plan and
27 the schedule set forth under the bill. The schedule relies upon the
28 population projection in the master plan. If the projected peak
29 population supports the issuance of one or more additional plenary
30 retail consumption licenses, the municipality immediately may issue
31 one additional license. The municipality may issue another plenary
32 retail consumption license whenever an additional 3,000 or more
33 persons are added to the municipality's population, until the
34 maximum number of licenses supported by the projected peak
35 population in the master plan has been issued.

36 This bill also provides a tax credit against the corporation
37 business tax and gross income tax to compensate license holders for
38 the expected loss in value resulting from the creation of the new
39 restricted licenses. Under the bill, the tax credit is equal to 100
40 percent of the fair market value of taxpayer's plenary retail
41 consumption license prior to the date of enactment of the bill. The
42 bill reduces the fair market value of licenses used in connection
43 with multiple restaurants or other establishments that are located on
44 the same licensed premises. In cases where a single license is used
45 in connection with multiple restaurants or establishments, the fair
46 market value is divided by the number of restaurants or
47 establishments operating in connection with the license. The tax
48 credit is required to be taken over a five-year period, in five annual

A2452 BURZICHELLI

25

1 installments, at the rate of one-fifth the total amount of the
2 taxpayer's allowable credit.

3 In order to claim the credit, a license holder is required to make
4 and file an application with the Director of the Division of
5 Alcoholic Beverage Control (ABC), who is responsible for
6 certifying eligible licensees as qualified holders of a plenary retail
7 consumption license based on certain factors related to the licensee,
8 and the status of the license held by the licensee. In addition, the
9 Director of the Division of A.B.C. is responsible for determining
10 the fair market value of each license. To assist in determining fair
11 market value, the bill allows the Director of ABC to appoint an
12 advisory committee composed of representatives with knowledge
13 and experience in the appraisal of alcoholic beverage licenses in
14 this State. Upon certification, the bill requires the Director of ABC
15 to submit the written certification to the licensee (to be used in
16 filing a return that includes a claim for the credit) and to prepare a
17 report regarding the administration of the certification process that
18 will indicate the number of applications made, the number of
19 certifications issued, and the fair market value of each license for
20 which a certification is issued.

21 The bill permits qualified license holders to convert allowable
22 tax credits to tax credit transfer certificates upon application to and
23 approval by the Director of the Division of Taxation in the
24 Department of the Treasury. The bill authorizes qualified license
25 holders to sell any amount of the credit that is converted to a tax
26 credit transfer certificate to another taxpayer in exchange for private
27 financial consideration, but stipulates that the consideration
28 received by the qualified license holder from the sale cannot be less
29 than 75 percent of the transferred credit amount.

30 The bill provides that a qualified license holder who is allowed a
31 credit is permitted to maintain the plenary retail consumption
32 license and operate a licensed premises in this State. However, the
33 bill provides that taxpayers who sell their interest in the
34 consumption license during the five year tax period in which they
35 are eligible to receive annual installments of the credit, must forfeit
36 that portion of the qualified licensee's credit that is equal to the
37 amount of consideration received from the sale or transfer of the
38 license. The bill provides that the forfeited amount will reduce any
39 unused credit of the taxpayer that has not been used, sold, or
40 assigned to another taxpayer and, if after the forfeited amount is
41 used to reduce any allowable credit of the taxpayer, the balance of
42 the forfeited portion remaining must be repaid to the Director of the
43 Division of Taxation.

44 Additionally, the bill provides that taxpayers who sell their
45 interest in the consumption license during a fifteen-year period
46 following the five-year tax period in which they are eligible to
47 receive annual installments of the credit, must similarly forfeit that
48 portion of the qualified licensee's credit that is equal to the amount

A2452 BURZICHELLI

26

1 of consideration received from the sale or transfer of the license.
2 The bill provides that the forfeited amount will reduce any tax
3 credit carryover that is allowed but has not been used by the
4 taxpayer, and, if after the forfeited amount is used to reduce any
5 allowable credit of the taxpayer, the balance of the forfeited portion
6 remaining must be repaid to the Director of the Division of
7 Taxation, at reduced amounts based upon when the sale or transfer
8 of the license occurs.

9 It is the sponsor's intent to foster and encourage economic
10 development and growth in this State by creating a new less-costly
11 restaurant license that permits the licensee to sell alcoholic
12 beverages and to provide financial compensation to certain plenary
13 retail consumption licensees who already have established
14 businesses and paid market value for their licenses.

Resolution (ID # 4394)
July 26, 2016

**ACKNOWLEDGE SURRENDER OF CLUB LIQUOR LICENSE - ITALIAN AMERICAN CIVIC
FEDERATION**

WHEREAS, in a letter dated July 11, 2016, the President of the Italian American Civic Federation advised of its intent to surrender Club Liquor License #2018-31-025-001, as of June 30, 2016, and to relinquish same.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That it hereby acknowledges the surrender of The Italian American Civic Federation Club Liquor License #2018-31-025-001.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a regular meeting held on Tuesday, July 26, 2016.

City Clerk

Italian-American Civic Federation

July 11, 2016

City of Summit

Attn: Michelle Caputo, City Clerk

512 Springfield Ave.

Summit, NJ 07901



Dear Ms. Michelle Caputo:

As per our recent discussion, please accept this letter as our written request and intent to surrender our club liquor license as of June 30, 2016. Please let me know if there is anything else you need from us. As always, we thank you for all of your assistance.

Best Regards,

A handwritten signature in blue ink that reads "Robert Mellusi". The signature is written in a cursive style.

Robert Mellusi, IACF President

Attachment: It Am Club Itr (4394 : Acknowledge Surrender of Club Liquor License - Italian American Civic Federation)

Resolution (ID # 4362)
July 26, 2016

**AUTHORIZE EXECUTION OF REVOCABLE LICENSE AGREEMENT TO PERMIT
EASEMENT ENCROACHMENT - 25 CHATHAM ROAD**

WHEREAS, in a memo dated June 27, 2016, the City Engineer advises that an application for 25 Chatham Road was approved by the City's Zoning Board of Adjustment to grant the transformation of a vacant building into the future home of Summit Wholesale Electric Supply, and

WHEREAS, part of the approved plan includes the installation of grass pavers on top of a City easement where the City's sanitary force main is located, and

WHEREAS, ground penetrating radar of the property was performed and the City Engineer has determined that the existing force main is approximately eight feet below the surface as the location, and based upon this finding has advised that he has no objection to said encroachment, and

WHEREAS, the City Engineer further advises that the deed for the property should be revised to include provisions that prohibit the overnight storage of vehicles or material from the easement and that the City is not responsible to restore any improvement to the easement area in the event the City needs access to the main for maintenance or repair, and

WHEREAS, the City Solicitor has recommended and prepared a "Revocable License Agreement" to be put in place to facilitate the easement encroachment at 25 Chatham Road and that the agreement be recorded on the deed through the Union County Clerk's office.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

1. That the Mayor and City Clerk be and they are hereby authorized to execute a Revocable License Agreement between the City and the Property Owner of 25 Chatham Road, as recommended and prepared by the City Solicitor, in conjunction with the granting of the above mentioned easement encroachment.
2. That the Revocable License Agreement shall be sent to the Union County Clerk's Office for recording.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



DCS - Engineering Division
R - Works

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4362)

DOC ID: 4362 B

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: June 27, 2016

SUMMARY

In February, the City's Zoning Board of Adjustment approved an application for 25 Chatham Road. The approval grants the transformation of a vacant building into the future home of Summit Wholesale Electric Supply which is currently located at Morris Avenue. The approved plan proposed the installation of grass pavers on top of a City easement where the City's sanitary force main is located. Construction on this easement requires Council approval.

The plans were previously reviewed and approved by the Board Engineer and were received by this office to recommend authorization. At my request, the applicant completed a ground penetrating radar of the property and determined that the existing force main is approximately 8 feet below the surface at this location. Based on those findings, I take no exception to an approval for the encroachment.

The deed for the property should be revised to include provisions that prohibit the overnight storage of vehicles or material from the easement. It should also specifically state that the City is not responsible to restore any improvement to the easement area in the event the City needs to access the main for maintenance or repair. Input should be sought from the City Solicitor in regards to the deed revision.

SCHEDULE "C"

File No.: **3472-2105226-NWK**

Commitment No.: **3472-2105226-NWK**

Real property in the City of Summit, County of Union, State of New Jersey, described as follows:

BEGINNING at a point in the northerly sideline of Chatham Road where the same is intersected by the northerly line of lands now or formerly belonging to Engineered Sales Company, by deed recorded in Deed Book 2305 Page 364, said beginning point also being distant 452.55 feet northerly along said easterly sideline of Chatham Road from its intersection with the Old North side of River Road, and from said beginning point running; thence

1. Along the northerly line of lands now or formerly belonging to Engineered Sales Company, aforesaid, North 65 degrees 40 minutes East 241.33 feet to a point in the westerly side of lands now or formerly belonging to Public Service Co-ordinated Transport; thence

2. Along the same, North 23 degrees 6 minutes West 100.02 feet to a point in the southerly line of lands now or formerly belonging to Columbia Cleaners, by deed recorded in Deed Book 2765 Page 256; thence

3. Along the same, South 65 degrees 40 minutes West 243.48 feet to a point in the northeasterly sideline of Chatham Road; thence

4. Along the same, South 24 degrees 20 minutes East 100.00 feet to the point and place of BEGINNING.

Note: For Informational Purposes Only: BEING Lot 13 Block 202 on a Tax Map of the City of Summit County of Union.

Attachment: 25 Chatham Deed (4362 : Resolution to Permit Easement Encroachment - 25 Chatham Road)



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)
25 CHATHAM ROAD ASSOCIATES, LLC, BY FRANK J. PONZIO, JR., MANAGING MEMBER
Current Resident Address:
Street: 219 SOUTH STREET, SUITE 200
City, Town, Post Office State Zip Code
NEW PROVIDENCE NJ 07974

PROPERTY INFORMATION (Brief Property Description)

Block(s) Lot(s) Qualifier
202 13
Street Address:
25 CHATHAM ROAD
City, Town, Post Office State Zip Code
SUMMIT NJ 07901
Seller's Percentage of Ownership Consideration Closing Date
100% \$680,000.00 *

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

- 1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- 2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
- 3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- 4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- 5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
- 6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
- 7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
- 8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
- 9. The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 10. The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

* 11/20/18
Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

DB6042-0141

Attachment: 25 Chatham Deed (4362 : Resolution to Permit Easement Encroachment - 25 Chatham Road)

The street address is: 25 CHATHAM ROAD, SUMMIT, NEW JERSEY 07901

- 4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promises is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
- 5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by: 25 CHATAHM ROAD ASSOCIATES, LLC



 MATTHEW COPPOLECCHIA, ESQ.



 FRANK J. PONZIO, JR.
 Managing Member

STATE OF NEW JERSEY, COUNTY OF UNION SS:
I CERTIFY THAT ON NOVEMBER 20, 2014

FRANK J. PONZIO, JR., MANAGING MEMBER OF 25 CHATHAM ROAD ASSOCIATES, LLC

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed; AUTHORIZED TO SIGN ON
- (b) executed this Deed as his or her own act; and, BEHALF OF THE LLC
- (c) made this Deed for \$680,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)



 MATTHEW COPPOLECCHIA
 ATTORNEY AT LAW
 STATE OF NEW JERSEY

RECORD & RETURN TO:
 LUCILLE KARP, ESQ.
 MCELROY DEUTSCH MULVANEY & CARPENTER, LLP
 1300 MOUNT KEMBLE AVENUE
 P.O. BOX 2075
 MORRISTOWN, NEW JERSEY 07962

ACCT #275
 RECORD AND RETURN TO:
 FIRST AMERICAN TITLE INSURANCE CO.
 SUITE 140
 20 COMMERCE DRIVE
 CRANFORD, NJ 07016
 2105226

END OF DOCUMENT

FIRST AMERICAN TITLE INS CO	Inst.#
SUITE 140	258217
20 COMMERCE DRIVE	
CRANFORD	
	Charge
	NJ 07016
	Recording Fee 73.00
	RT Fee 6,033.00
Deed	

086042-0142

Attachment: 25 Chatham Deed (4362 : Resolution to Permit Easement Encroachment - 25 Chatham Road)

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("License" or "Agreement") made this ____ day of _____, 2016,

By and between

THE CITY OF SUMMIT, a municipal corporation of the State of New Jersey, County of Morris, State of New Jersey, having its principal offices at 512 Springfield Avenue, Summit, New Jersey 07901 ("City");

And,

SUMMIT WHOLESALE ELECTRIC SUPPLY, a corporation of the State of New Jersey, having its address at 520 Morris Avenue, Summit, New Jersey 07901 ("Wholesale Electric").

WITNESSETH:

WHEREAS, the City is the holder of an easement where the City's sanitary force main is located on that property commonly known as 25 Chatham Road ("Easement Area"); and

WHEREAS, the Wholesale Electric received approval from the City's Board of Adjustment to convert a vacant building into the future home of Wholesale Electric at the property known as 25 Chatham Road; and

WHEREAS, that approval included the installation of grass pavers on the City Easement Area; and

WHEREAS, the City believes that it is in the best interests of the residents of the City to enter into this Agreement with Wholesale Electric and allow pavers on the Easement Area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Premises. The City hereby agrees to grant a revocable license to Wholesale Electric, and Wholesale Electric hereby accepts a revocable license from the City for the use of the Easement Area.

2. Purpose. The purpose of this Agreement is to establish the rights and responsibilities for the use of the Easement Area by Wholesale Electric.

3. Supervision and Control. Except as otherwise provided in this Agreement, it is agreed that all maintenance and control of the Easement Area shall be the responsibility of Wholesale Electric, except that the City shall be responsible for the sanitary force main.

4. Equipment. Wholesale Electric hereby guarantees that it will not allow the off-business hours (overnight) storage of materials and/or vehicles on the Easement Area.

5. Insurance. Wholesale Electric shall have and maintain the necessary general liability policy and name the City as an insured, and present proof of same to the City on the anniversary date of this Agreement.

6. Right to Enter. The City and its representatives, employees, officials and/or designees shall have the right to enter the Easement Area at any time for the purposes of inspecting, maintaining, repairing or performing any work therein.

7. Assignment. Wholesale Electric shall not assign this Agreement.

8. Hold Harmless and Indemnification. Wholesale Electric shall indemnify and hold harmless the City, its officials, employees, agents or volunteers, against any liability, loss or claim arising out of injury to person or damage to property occurring in or about the Easement Area as a result of or associated with Wholesale Electric's use of the Easement Area, unless such liability, loss or claim is caused by the negligence of the City or any of its employees or agents.

9. Removal of Pavers. The City Engineering Department in its sole and absolute discretion may either, upon ten (10) days notice, demand that Wholesale Electric remove the pavers from the Easement Area, within ten (10) days of the notice or, in the event of an emergency, the City may remove the pavers without notice. In either event, if the pavers are removed by Wholesale Electric at the direction of the City Engineering Department or removed by the City, the City will have no obligation or responsibility to repair, replace, restore or maintain the pavers.

10. Amendment. This Agreement may not be amended except upon the written consent of both Wholesale Electric and the City.

11. Revocable License. This Agreement is a Revocable License granted at the pleasure of the City and may be terminated by the City at its option.

12. Entire Agreement. This Agreement and the documents referred to herein set forth all of the promises, agreements, conditions and understandings between the City and Wholesale Electric with regard to the Easement Area referred to herein, and there is no promise, agreement, understanding or condition, either oral or in writing, between the parties relating to the Property other than as

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have set their hands and seals, or caused this Revocable License Agreement to be duly executed, effective as of the day and year first above written.

ATTEST:

**LICENSOR:
CITY OF SUMMIT**

By: _____
Rosemary Licatase, Clerk

By: _____
Nora Radest, Mayor

ATTEST:

**LICENSEE:
WHOLESALE ELECTRIC, INC.**

By: _____

By: _____

STATE OF NEW JERSEY)
) ss:
COUNTY OF UNION)

I CERTIFY that on _____, 2016, Rosemary Licatese, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a. this person is the Clerk of the City of Summit, the municipal corporation named in the attached document;
- b. this person is the attesting witness to the signing of this document by the proper municipal officer who is Nora Radest, the Mayor of the municipal corporation;
- c. this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the City of Summit Common Council;
- d. this person knows the proper seal of the municipal corporation which was affixed to this document; and
- e. this person signed this proof to attest to the truth of these facts.

Rosemary Licatese, Clerk

Signed and sworn to before me on
this _____ day of _____, 2016.

Name:
Title:

STATE OF NEW JERSEY)
) ss:
COUNTY OF UNION)

I CERTIFY that on _____, 2016, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a. this person is the _____ of Wholesale Electric Supply, the corporation named in the attached document;
- b. this person is the attesting witness to the signing of this document by the proper officer who is _____, the President of Wholesale Electric, Inc.;
- c. this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution;
- d. this person knows the proper seal of the corporation which was affixed to this document; and
- e. this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on this ____ day of _____, 2016.

Name:
Title:

Resolution (ID # 4360)
July 26, 2016

AUTHORIZE REMOVAL OF SIDEWALK - 26, 28, & 30 EDGEMONT AVENUE

WHEREAS, in a memo dated June 29, 2016, the City Engineer advises that the owners of the 26, 28 and 30 Edgemont Avenue, have submitted a request to remove the sidewalk along Edgemont Avenue, and

WHEREAS, Section 18-8 of the City's Code requires property owners to obtain Council approval to remove any sidewalks, and

WHEREAS, sidewalks exist as part of a continuous network on the opposite side of Edgemont Avenue and this section of sidewalk is not linked to a network on either end, and

WHEREAS, the City Engineer advises that the subject sidewalk is not currently part of a school walking route, and

WHEREAS, the existing sidewalk network exists only on the side of the three homes and nowhere else and, therefore, the City Engineer has no objection in supporting the request to have the sidewalk removed along 26, 28 and 30 Edgemont Avenue at the homeowner's expense.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

- That with the support of the City Engineer, City Forester and the Police Chief, the request from the owners of 26, 28 and 30 Edgemont Avenue to remove the sidewalk along the frontage of 26, 28 and 30 Edgemont Avenue be and it hereby approved.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



DCS - Engineering Division
R - Works

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4360)

DOC ID: 4360

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: June 29, 2016

SUMMARY

The owners of 26, 28 & 30 Edgemont Avenue have requested to remove their sidewalk along their properties on Edgemont Avenue. Section 18-8 of the City's General Ordinance requires property owners to obtain Council approval to remove sidewalks. Sidewalk exists as part of a continuous network on the opposite side of Edgemont Avenue and this section of sidewalk is not linked to a network on either end. This sidewalk is not currently part of a school walking route.

At this time, I take no exception in supporting the homeowners request to have the sidewalk along the frontage of 26, 28 & 30 Edgemont Avenue removed at the homeowner's expense. Input from the City's Police Department should be considered prior to a vote by Common Council.

THE CITY OF SUMMIT

N E W J E R S E Y

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

www.cityofsummit.org

Rosemary Licatase
City Clerk
Secy. to Mayor & Council
(908) 273-6400
rlicatase@cityofsummit.org

Sonia Alves-Viveiros
Deputy City Clerk
(908) 273-6400
Fax (908) 273-2977
sviveiros@cityofsummit.org

June 22, 2016

Ms. Britt Fleming
28 Edgemont Avenue
Summit, NJ 07901

Mr. Richard Apostolik
30 Edgemont Avenue
Summit, NJ 07901

Mr. Christopher Donohue
26 Edgemont Avenue
Summit, NJ 07901

Re: Removal of Sidewalk on 30, 28 and 26 Edgemont Avenue – Assigned to the Works Committee

Dear Ms. Fleming, Mr. Apostolik and Mr. Donohue:

All correspondence received by the City Clerk, which is sent to the attention of the Mayor, Common Council, a Department Head, or other City employee, is processed by the City Clerk/Secretary to the Mayor and Council as follows:

1. The correspondence is copied to the Mayor and Council and to the appropriate Department Head for action by the appropriate Committee.
2. The Committee reviews the correspondence and, if appropriate, provides a recommended course of action to the Common Council.
3. If Council action is recommended, the item will appear on the Council agenda for consideration by the Common Council.

In this case, the matter about which you wrote was referred to the Works Committee, whose contact is Paul Cascais, Director of the Department of Community Services. Mr. Cascais may be reached at 908-273-6404 should you have any questions regarding the status of your correspondence.

On behalf of the Mayor and Council, it is hoped that the City will be able to adequately address your request.

Sincerely,

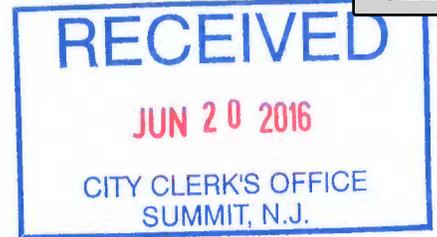


Rosemary Licatase

c: Mayor and Council
M. Rogers, City Administrator
P. Cascais, DCS Director
A. Schragger, City Engineer/DCS Deputy Director

Attachment: Removal of Sidewalk on 30, 28 and 26 Edgemont Avenue 6-22-16 (4360 : Resolution to Permit the Removal of Sidewalk in Front of

JNR



June 13, 2016

Mayor Nora Radest
City of Summit
City Hall, 2nd Floor
512 Springfield Avenue
Summit, New Jersey 07901

Worked (DAR)

Re: Removal of Sidewalks on 30, 28 and 26 Edgemont Avenue

Dear Mayor Radest:

At the town hall meeting of June 9 arranged by the City to discuss proposed upgrades to Edgemont Avenue, along with other streets in Summit, it was discussed with Aaron Schrager, the City Engineer the possibility of removing the sidewalk in front of three adjacent homes, 30, 28 and 26 Edgemont Avenue, at the time the street is repaired/revamped.

The sidewalk in front of these homes is effectively a "sidewalk to nowhere". The sidewalk exists on that side of the street only in front of those three homes, nowhere else.

The opposite side of the street has a continuous sidewalk running the entire length of Edgemont Avenue.

Having and maintaining a sidewalk in front of our homes is unnecessary and a waste of money as individuals are ultimately forced to cross the street to use the sidewalk if they plan to walk up or down the length of Edgemont Avenue. There is no viable safety or other reason to keep the sidewalk, and it offers no tangible value to the neighborhood. In fact it creates a safety hazard as people using the sidewalk not knowing its limited length are required to cross in the middle of the street, which also very close to a sharp curve.

At the suggestion of Aaron, we are submitting this letter to your attention and respectfully requesting that it be forwarded to the appropriate City elected and/or other officials to allow for the removal of the noted sidewalks when Edgemont Avenue is redone this Fall or early next Spring.

We are happy to respond to any further inquiries concerning this request.

Yours truly,

Britt Fleming

Britt Fleming
30 Edgemont Ave.

Richard Apostolik

Richard Apostolik
28 Edgemont Avenue

Christopher Donohue

Christopher Donohue
26 Edgemont Avenue

Cc: Aaron J. Schrager, P.E.
City Engineer

Attachment: Removal of Sidewalk on 30, 28 and 26 Edgemont Avenue 6-22-16 (4360 : Resolution to Permit the Removal of Sidewalk in Front of

Resolution (ID # 4393)
July 26, 2016

**AMEND MEMBERSHIP CATEGORIES AND APPOINT MEMBERS – RECYCLING
ADVISORY COMMITTEE**

Pending Closed Session Discussion.

Resolution (ID # 4387)
July 26, 2016

**DECLARE VACANCIES – POLICE DEPARTMENT - TWO POLICE OFFICERS (PENDING
CLOSED SESSION DISCUSSION)**

Resolution (ID # 4388)
July 26, 2016

APPOINT TWO (2) NEW POLICE OFFICERS (PENDING CLOSED SESSION DISCUSSION)

Resolution (ID # 4380)
July 26, 2016

**GRANT PERMISSION AND SET FORTH CONDITIONS - YMCA - COMMUNITY YOGA
EVENT**

WHEREAS, in addition to meeting all the conditions of Section 12-1, Rules and Regulations for Use of Public Property, of the Code, the YMCA requires additional permissions in order to hold this event.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the aforementioned event be and it is hereby approved subject to the permission(s) and condition(s) set forth herein.

Event: YMCA - Community Yoga Event, Sunday, September 25, 2016 – Village Green – 8:00 a.m. – 5:00 p.m. (No Rain Date)

- A. That in conjunction with the above named event, the following additional permission(s) is (are) granted or condition(s) imposed:
1. All landscape areas to be protected by fence barriers where appropriate.
 2. YMCA shall coordinate the use of trash and recycling bins with the Division of Public Works.
 3. That any use of tents, grills, propane or open flame apparatus, the YMCA, shall, at least two weeks in advance of the event, advise the Fire Department and obtain any required permits for same and the applicant shall coordinate any required fire inspections with the Fire Department, which shall be subject to the approval of the Fire Inspector.
 4. At least two weeks in advance, YMCA shall be responsible for ensuring that food vendors obtain all required permits and approvals from the Board of Health and the Fire Department.
 5. That whenever peddlers are included in any of the aforementioned events, that those holding valid peddler's licenses from the City of Summit shall be given the right of first refusal to peddle at said events.
 6. That the YMCA shall coordinate off-duty police officers for safety and security with Police Department, which shall be subject to the approval of the Chief of Police.
 7. That for all events requiring workers from the Division of Public Works for maintenance and clean-up services the YMCA, on behalf of the organization, shall coordinate same with the Public Works Manager.
 8. Permission to hold said event is subject to receiving the hold harmless agreement and insurance certificate meeting the City's requirements, as set forth in the ordinance and application.
- B. In accordance with Section 3, Noise Restrictions, subsection 3-8.1 b. (7), of the Code, it is hereby determined that the proposed use of an amplification system is appropriate for the

purpose for which the Applicant is using the Village Green and will not adversely affect the safety and general welfare of the public.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening July 26, 2016.

City Clerk

Resolution (ID # 4381)
July 26, 2016

AUTHORIZE CO-SPONSORSHIP 9/11 OBSERVANCE - VILLAGE GREEN

WHEREAS, the Summit Interfaith Council has expressed its desire to hold an observance on the Village Green to mark the 15th anniversary of the events that took place on 9/11, and

WHEREAS, because such an observance would be an opportunity for the entire community to come together, the Summit Interfaith Council has requested that the City consider co-sponsoring this event, and

WHEREAS, the Mayor recommends co-sponsorship and the Property Use Committee has reviewed and approved the application submitted by Summit Interfaith Council for use of the Village Green for this event.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

So that the Summit Interfaith Council is hereby authorized to hold the observance on the Village Green on September 11, 2016 from 9:00am to 11:00am (No Raid Date) with the following permissions and conditions:

1. That the City does hereby co-sponsor the 9/11 Observance to be held on the Village Green on Sunday, September 11, 2016 from 9:00am to 11:00am (No Rain Date).
2. That the Summit Interfaith Council shall coordinate any required off-duty police coverage through the Summit Police Department.
3. That the Summit Interfaith Council shall apply and coordinate with the Department of Community Programs for their Showmobile.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening July 26, 2016.

City Clerk

Resolution (ID # 4397)
July 26, 2016

**GRANT PERMISSION AND SET FORTH CONDITIONS - SDI - SIZZLIN' SUMMIT SUMMER
SALES**

Subject to Review and Approval of the Property Use Committee

REQUEST FOR USE OF PUBLIC PROPERTY

Event: SIZZLIN' SUMMIT SUMMER SALES

Date: Thursday – Saturday, August 25, 26 & 27

Hours: 10 a.m. – 5:30 p.m.

Property to be used:

Sidewalks in downtown SID district from 10 a.m. to 5 p.m.

Detailed Description of Planned Use of Property:

Merchants will be encouraged to place tables for sale merchandise on sidewalks for 3 days from August 25, 26 & 27; 4' sidewalk clearance will be maintained.

Estimated attendance:

@1,000

Proceeds to benefit:

Merchants

Banner: None

Peddlers to be used for event: None

Streets to be closed: None

Sound amplification to be used: None

Organizer: Donna Puzella, Sweet Nothings, 26 Beechwood Road, Summit
908.522.0888

AUTHORIZE REFUNDS - DEPARTMENT OF COMMUNITY PROGRAMS

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the proper officers of the City be and they are hereby authorized and directed to draw check(s) in the amount(s) indicated below for the payment(s) of refund associated with recreation program fees associated with the Department of Community Programs:

Name/Address	Program	Refund Amount
Megan Calkins 3A Irving Place Summit, NJ 07901	Pool Membership	\$75.00
Courtney Dailey 152 Colonial Road Summit, NJ 07901	Pre-K Phonics	\$445.00
Blair Sheehan 5 Mount Vernon Avenue Summit, NJ 07901	Pool Membership	\$75.00
Katie Wenger 9 Hughes Place Summit, NJ 07901	Pool Membership	\$145.00
Monika Vachal 17 Harvey Drive Summit, NJ 07901	Swim Lessons	\$110.00
Sarah Curiale 25 Grove Street Summit, NJ 07901	Fall Soccer & Field User Fee	\$145.00
Damiela Gould 14 Winchester Road Summit, NJ 07901	Pool Membership	\$75.00
Kenneth Kaplan 248 South Lane Princeton Junction, NJ 08550	TryCAN Mini Yoga	\$33.00
Sarah Bailey 140 Ashland Road Summit, NJ 07901	Creatures of the Sea Part I	\$290.00
Helga Runo 23 Russell Place Summit, NJ 07901	Pool Membership	\$160.00
Leanne Ivory 205 Delacy Drive North Plainfield, NJ 07060	Pool Membership	\$160.00

Elizabeth Rush 14 Sayre Street Summit, NJ 07901	Swim Lessons	\$55.00
Andrew Trautman 4B Beech Spring Drive Summit, NJ 07901	Pool Membership	\$75.00
Andrew Holmes 19 Evergreen Avenue Summit, NJ 07901	Reading Camp	\$57.00
Marion Feurich 9 William Street	Reading Camp	\$57.00
Helen Yeardley 36 Courter Avenue Maplewood, NJ 07040	Reading Camp	\$57.00
Kathleen Skeechn 21 Ridgedale Avenue Summit, NJ 07901	Pool Membership	\$75.00
Lauren Ruggiero 267 Kent Place Blvd.	Pool Membership	\$395.00
Edward Kaes 70 Glenside Avenue Summit, NJ 07901	Dance & Movement	\$45.00
Colleen Donnelly 24 Baltusrol Place Summit, NJ 07901	Swim Lessons	\$55.00
Rose Aquavia 390 Morris Avenue Summit, NJ 0701	Cheerleading	\$100.00
Sarah Curiale 25 Grove Street Summit, NJ 07901	Fall Soccer & Field User Fee	\$145.00
Tina Rosen 142 Mountain Avenue Summit, NJ 07901	Social Skills	\$150.00
Lisa Abeshaus 6 Warwick Road Summit, NJ 07901	Football & Field User Fee	\$220.00
Stafani Zapanta 36 Holmes Oval New Providence, NJ 07901	Bridge to Kindergarten	\$270.00
Mandy Collins 64 Templar Way Summit, NJ 07901	Fall Soccer	\$125.00

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4371)
July 26, 2016

AUTHORIZE REFUND OF PROPERTY OWNER’S LIST FEE - \$11.00

WHEREAS, the Assistant City Engineer, in a memo dated as June 30, 2016, advises that a 200’ list request has been rescinded, and

WHEREAS, the property owner has requested a refund of the \$11.00 paid.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the City Treasurer be and is hereby authorized to refund the aforementioned 200’ list fee as described above, as follows:

<u>Name/Mailing Address:</u>	<u>File No./Property Address</u>	<u>Refund Amount</u>
Timothy & Sharon Klesse 38 Chatham Road Short Hills NJ 07078	200’ List	\$11.00

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



DCS - Engineering Division
CA - Works

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4371)

DOC ID: 4371

TO: Mayor and Common Council
FROM: Rick Matias, Assistant Engineer
DATE: July 1, 2016

On June 20, 2016 a resident in Short Hills NJ applied for a 200' list and map. The resident later rescinded the request. Payment was made of \$11.00 via check (check #7010). It is now requested that the \$11.00 be refunded to:

Timothy & Sharon Klesse
38 Chatham Road
Short Hills NJ 07078
973-379-6602

Resolution (ID # 4379)
July 26, 2016

AUTHORIZE CONFERENCE ATTENDANCE - 2016 APWA - PUBLIC WORKS EXPO

That Foreman of the Garbage and Trash Unit Michael Caputo be and he is hereby authorized to attend the 2016 American Public Works Congress & Expo to be held from August 28 – August 31, 2016 in Minneapolis, Minnesota.

FURTHER RESOLVED that at the close of the conference an itemization of expenses be provided to the Acting City Treasurer.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



DCS - Engineering Division
CA - Works

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4379)

DOC ID: 4379 A

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: July 7, 2016

SUMMARY

I am requesting authorization for the Foreman of the Garbage and Trash Unit (Michael Caputo) to attend the annual APWA (American Public Works Association) conference in Minneapolis, Minnesota from August 28 till August 31, 2016. I have reviewed the conference and it offers numerous opportunities for continuing education, technology improvements, and workshops relative to the Public Works operations. Continuing education is not only mandatory by some of the licenses Michael has, but vital to keep the operations of the City current. Funding is available in the account 6-01-20-165-000-809. The anticipated cost should not exceed \$1,300.00 which includes airfare, hotel accommodations, and conference registration.

Resolution (ID # 4357)
July 26, 2016

REFUND OVERPAYMENT OF 2014 TAXES - TAX COURT JUDGMENT

WHEREAS, the Collector of Taxes has received a Tax Court Judgment from the Tax Court of New Jersey reducing the assessment on the following property for 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT;

That the proper City officers be and they are hereby authorized and directed to issue a check(s) as follows:

Block	Lot	Name	Amount
3307	1.502	Glen Berkowitz, DDS 33 Overlook Road Suite# 402 2014 Original Assessment: 263,300 = \$10,816.37 Per Tax Court, Assessment: 224,700 = \$9,230.68 Total to be Refunded Check Payable to: Glen Berkowitz and Jeff J Horn, Esq. Mail to: Jeff J Horn Esq. 801A Main St. Toms River NJ 08753	\$1,585.69

Dated July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4369)
July 26, 2016

REFUND OVERPAYMENT OF 2014 TAXES- TAX COURT JUDGMENT

WHEREAS, the Collector of Taxes has received a Tax Court Judgment from the Tax Court of New Jersey reducing the assessment on the following properties for 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the proper City officers be and they are hereby authorized and directed to issue a check(s) or credit as follows:

Block	Lot	Name	Amount
1913	3	PNC Bank Branch J109 509-517 Springfield Avenue 2014 Original Assessment: 1,754,900 = 74,635.90 Per Tax Court, Assessment: 1,226,000 = 52,141.78 Amount to be Refunded (refund check issuance subject to receipt of Tax Court Judgment between 45 th -60 th day per statute.) Check Payable to: PNC Bank c/o Garippa, Lotz & Giannuario, PC Mail to: Garippa, Lotz & Giannuario, PC 66 Park St Montclair, NJ 07042	\$22,494.12

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4370)
July 26, 2016

REFUND OVERPAYMENT OF 2015 TAXES- TAX COURT JUDGMENT

WHEREAS, the Collector of Taxes has received a Tax Court Judgment from the Tax Court of New Jersey reducing the assessment on the following property for 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the proper City officers be and they are hereby authorized and directed to issue a check(s) or credit as follows:

Block	Lot	Name	Amount
1913	3	PNC Bank Branch J109 509-517 Springfield Avenue 2015 Original Assessment: 1,754,900 = 76,583.84 Per Tax Court, Assessment: 1,143,100 = 49,884.89 Amount to be Refunded (refund check issuance subject to receipt of Tax Court Judgment between 45 th -60 th day per statute.) Check Payable to: PNC Bank c/o Garippa, Lotz & Giannuario, PC Mail to: Garippa, Lotz & Giannuario, PC 66 Park St Montclair, NJ 07042	\$26,698.95

Dated: July 26, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4390)
July 26, 2016

AUTHORIZE REFUND OVERPAYMENT OF 2015 TAXES -SPECIAL PETITION

WHEREAS, the Tax Assessor has determined for 2015 that the assessed value was incorrect and has filed special petition, and

WHEREAS, the Collector of Taxes has been notified of an Assessor’s Petition/County Board Judgment adjusting the assessment on the property listed below.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the proper City officers be and they are hereby authorized and directed to issue a check(s) as follows:

Block	Lot	Name	Amount
3706	3	Daugherty, Deborah A. 7 Gary Road 2015 Original Assessment: 185,000 = 7,801.45 Per County Board, Assessment: 167,100 = 7,046.61 Amount to be Refunded Check Payable and Mail to: Deborah A. Daugherty 9 Gary Rd Summit NJ 07901	\$754.85

Dated: July 26, 2016

I, Rosalia M. Licatase Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4363)
July 26, 2016

**PAY QUARTERLY COUNTY TAXES, SID TAXES AND OPEN SPACE TAXES - 3RD
QUARTER 2016**

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the proper officers of the City be and they are hereby authorized and directed to remit payment by wire to the Union County Treasurer in the amount(s) of \$9,822,754.44 for 3rd Quarter 2016 Union County Purpose Taxes.

FURTHER RESOLVED that the proper officers of the City be and they are hereby authorized and directed to remit payment by wire and issue the same to the Union County Treasurer in the amount(s) of \$280,115.56 for 3rd Quarter 2016 Union County Open Space, Recreation and Historic Preservation Fund Taxes.

FURTHER RESOLVED that the proper officers of the City be and they are hereby authorized and directed to draw a check and issue the same to Summit Downtown, Inc. in the amount of \$61,800.00 for the 3rd Quarter 2016 Special Improvement District Taxes.

Dated: July 26, 2016

I, Rosalia, M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

Resolution (ID # 4262)
July 26, 2016

**AUTHORIZE PARKING REFUNDS - SUMMIT SMARTCARD, PREPAID PARKING, AND
OVERNIGHT PARKING PERMITS**

WHEREAS, Summit SmartCards, which have been previously purchased from the City through the Parking Utility Account, have been returned because of a lack of need for the cards or due to a malfunction of said cards, and

WHEREAS, individuals who have purchased prepaid parking and no longer require parking in Summit, and

WHEREAS, individuals who have purchased overnight parking permits that have moved or acquired other off-street parking and no longer require such permit.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the City Treasurer be and is hereby authorized to issue checks to reimburse Summit SmartCard and prepaid parking and users of overnight permits in the amount(s) on the attached list.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

SUMMIT SMARTCARD, PREPAID PARKING, AND OVERNIGHT PARKING PERMITS REFUNDS
 COUNCIL MEETING DATE: July 26, 2016

NAME	ADDRESS	TYPE	REASON	REFUND AMOUNT
Nura Funda	34 Sweetwater ve., Bedford, MA 01730	SmartCard #06172, 07897, 08137	Moved from Summit	\$60.25
				\$60.25

Attachment: Refunds July 26, 2016 (4262 : Authorize Parking Refunds - Summit SmartCard, Prepaid

Resolution (ID # 4364)
July 26, 2016

AUTHORIZE PAYMENT OF AUGUST BILLS

WHEREAS, due to the fact that there are no council meetings scheduled in August, it is advisable to authorize the City Treasurer to pay bills and claims which may be incurred after the July 26th Council meeting bill payment cut-off date of July 14, 2016 and before the next council meeting scheduled for Tuesday, September 6, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the City Treasurer be and she is hereby authorized and directed to pay all bills and claims whose due date falls between July 14 and August 12, 2016.

FURTHER RESOLVED that an itemized list of said bills and claims shall be provided to the Mayor and Council Members and department heads by August 16, 2016 with any objections or questions to be presented to the City Treasurer by August 19, 2016, who shall answer said questions or pull the bill to be further considered at the September 6, 2016 meeting with all other bills being paid.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk



Finance
CA - Finance/Personnel

www.cityofsummit.org

Meeting: 07/26/16 07:30 PM

RESOLUTION (ID # 4364)

DOC ID: 4364

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: June 29, 2016

SUMMARY

This resolution establishes a procedure by which bills can be paid during the August recess. Completed purchase orders will be due from each department by the end of the business day on Friday, August 12th.

Checks will be prepared by August 16th and listings distributed thereafter.

Purchase orders to be approved at the September 6th Council meeting are due by Thursday, August 25th.

Both sets of bill lists will be included in the packet sent to Council for the September 6th meeting.

Resolution (ID # 4368)
July 26, 2016

AUTHORIZE PAYMENT OF BILLS - \$1,644,879.19

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the proper officers of the City be and they are hereby authorized and directed to draw checks for a total of **\$1,644,879.19** for the payment of the itemized bills listed on the following Schedule "A" which have been approved by several committees and the President of the Common Council and which are made a part of the minutes of this meeting.

Dated: July 26, 2016

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 26, 2016.

City Clerk

BILL LIST

REGULAR MEETING

JULY 26TH 2016

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 07/15/16 Report Format: Condensed

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/15/16	AFFHOUSE	16-01744	AFFORDABLE HOUSING LITIGATION	DIFRA005 DIFRANCESCO BATEMAN KUNZMAN	522.00	
				Total for Batch: AFFHOUSE	522.00	
07/15/16	ANIMAL	16-00384	RABIES REIMB. OR EUTHANASIA	SUMMIT23 SUMMIT DOG AND CAT HOSPITAL	90.00	
				Total for Batch: ANIMAL	90.00	
07/15/16	CAPITAL	16-02291	LANDSCAPING AT NEW SHADE STRUC	ADAMSC50 ADAM SCHELPE LANDSCAPING	2,250.00	
07/15/16	CAPITAL	16-02189	SPRING STREET TREE PLANTING	BARTON25 BARTON NURSERY	2,475.00	
07/15/16	CAPITAL	16-01990	PLANTINGS AT DETENTION AREAS	CASTLEPO CASTLE POINT LANDSCAPING DSGN	4,975.00	
07/15/16	CAPITAL	15-02729	HOSPITAL ROADS ACCESS PROJECT	CIFELL50 CIFELLI & SON GENERAL CONTRACT	172,277.59	
07/15/16	CAPITAL	15-04512	OFF DUTY HOSPITAL ROADS PROJ	CITYOF46 CITY OF SUMMIT OFF DUTY	270.00	
07/15/16	CAPITAL	14-03036	GIS ONLINE AUGMENTATION	CIVILSOL CIVIL SOLUTIONS A DIVISION OF	1,000.00	
07/15/16	CAPITAL	16-00929	DCP 2016 FORD VAN	DFFMLLC DFFLM, LLC	30,521.00	
07/15/16	CAPITAL	16-00373	TURF/EQUIPMENT INVESTORS FIELD	GAMETI33 GAME TIME	57,226.61	
07/15/16	CAPITAL	16-02040	PROMENADE LIGHT SPEC. & PLANS	HOFFMANA HOFFMAN & ASSOCIATES ARCHITECT	1,099.20	
07/15/16	CAPITAL	16-01375	VARIOUS LANDSCAPING	JEFFSLAN JEFF'S LANDSCAPE DESIGN	11,150.00	
07/15/16	CAPITAL	15-03175	DRAINAGE IMPROVEMENT PROJECT	JOMEDCON JO-MED CONTRACTING CORPORATION	33,616.16	
07/15/16	CAPITAL	16-01785	PUBLIC SEATING - DOWNTOWN	LOOMBRT LOOM BRITANNIA LTD	1,431.47	
07/15/16	CAPITAL	16-00997	WAYFINDING SIGNS	LOUMARCS LOUMARC SIGNS	2,718.00	
07/15/16	CAPITAL	16-02577	2262 Supply & blow in 10	MASTERSC MASTERS CONSTRUCTION CO, INC	450.00	
07/15/16	CAPITAL	16-01256	Vehicle Maintenance	NORTHECO NORTHEAST COMMUNICATIONS INC	993.00	
07/15/16	CAPITAL	15-02723	DESIGN CONTRACT IBFLD BLEACHRS	PREMIERP PREMIER PRODUCT DEVELOPMENT	10,841.25	
07/15/16	CAPITAL	15-02724	DESIGN SRVS TATLOCK TENNIS CTS	PREMIERP PREMIER PRODUCT DEVELOPMENT	733.89	
07/15/16	CAPITAL	15-04189	TATLOCK TENNIS COURT PROJECT	PREMIERP PREMIER PRODUCT DEVELOPMENT	949.32	
07/15/16	CAPITAL	16-02384	Equipment/Building Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	32.29	
07/15/16	CAPITAL	16-02529	repair roof leak	WILLIAMR WILLIAM RAUH & SON INC	975.00	
				Total for Batch: CAPITAL	335,984.78	
07/15/16	DCP	16-00254	Carbon Dioxide Blanket PO	AIRGASNC AIRGAS NATIONAL CARBONATION	911.85	
07/15/16	DCP	16-01868	Chlorine BPO	CLEARW66 CLEARWATER POOL & SPA PLACE	5,032.50	
07/15/16	DCP	16-01642	Special Event at SFAC BPO	FUNSER50 FUN SERVICES	2,600.00	
07/15/16	DCP	16-02166	Supplies BPO	HOMED33 HOME DEPOT CREDIT SERVICES	361.08	
07/15/16	DCP	16-01920	Flowers for the Pool	HOMED66 HOME DEPOT CREDIT SERVICE	292.68	
07/15/16	DCP	16-02546	17677 6x4 Outdoor Black/white	INKWELLG INKWELL GLOBAL MARKETING	10.00	
07/15/16	DCP	16-02400	MILLBIN564 - Phone Case	JOSEPHSJ JOSEPHS, JUDITH L	40.08	
07/15/16	DCP	16-02402	8991 - Shark Eyes	JOSEPHSJ JOSEPHS, JUDITH L	1.79	
07/15/16	DCP	16-02403	0706320 - Easel and Decoration	JOSEPHSJ JOSEPHS, JUDITH L	11.72	
07/15/16	DCP	16-02404	525 - Food for Staff Retreat	JOSEPHSJ JOSEPHS, JUDITH L	23.98	
07/15/16	DCP	16-02405	106695 - Sea Treasure	JOSEPHSJ JOSEPHS, JUDITH L	14.02	
07/15/16	DCP	16-02406	36831 - Gas Valve Repair	JOSEPHSJ JOSEPHS, JUDITH L	27.24	
07/15/16	DCP	16-02162	S.R. Smith Linak Battery	LINCOL LINCOLN EQUIPMENT, INC.	191.34	
07/15/16	DCP	16-01832	SQ63968 Hammer-Head Ultra fine	LINCOLN LINCOLN EQUIPMENT INC.	109.50	
07/15/16	DCP	16-02377	32972 - Gate Attend. Tees	MANSHELM MANSHEL MARKETING LLC	156.00	
07/15/16	DCP	16-02217		MEDTEC MEDTECH WRISTBANDS	38.06	
07/15/16	DCP	16-02408	1457930622 - Premier Membersh	NRPARE33 NRPA REGISTRATION	600.00	
07/15/16	DCP	16-02375	3371 - Hydrolic Acid	SEIDLES0 SEIDLER CHEMICAL CO	719.88	
07/15/16	DCP	16-02376	6867 - Vinyl Lettering	SIGNARAM SIGNARAMA OF NORTH PLAINFIELD	220.83	
07/15/16	DCP	16-00369	Office Supplies BPO	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	261.48	
07/15/16	DCP	16-01547	Office Suppiles BPO	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	72.05	
07/15/16	DCP	16-01601	Building Supplies BPO	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	24.30	
07/15/16	DCP	16-02271	20041379 - February First Fri.	SUBURB25 SUBURBAN CHAMBER OF COMMERCE	20.00	
07/15/16	DCP	16-02322	2449-1 Pool Supplies	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO	43.93	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/15/16	DCP	16-01193	Building Maintenance Supplies	SUMMIT40 SUMMIT IND. HARDWARE #365	35.54	
07/15/16	DCP	16-01602	Supplies BPO	SUMMIT40 SUMMIT IND. HARDWARE #365	41.81	
07/15/16	DCP	16-01603	Grounds Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	25.77	
07/15/16	DCP	16-02409	548308 - Zipties and Tape	SUMMIT40 SUMMIT IND. HARDWARE #365	71.31	
07/15/16	DCP	16-02115	2532 Movie Package Diddy Dive	SUMMIT50 SUMMIT SOUNDZ ENTERTAINMENT	425.00	
07/15/16	DCP	16-02257	4100418-0 Bulletin Boards	VILLAG25 VILLAGE OFFICE SUPPLY	81.68	
07/15/16	DCP	16-02378	4102470 - Scissors	VILLAG25 VILLAGE OFFICE SUPPLY	10.18	
07/15/16	DCP	16-02379	4102470 - Garbge Bags	VILLAG25 VILLAGE OFFICE SUPPLY	20.62	
07/15/16	DCP	16-00253	Meeting Supplies Blanket PO	VILLAG50 VILLAGE SUPERMARKETS	7.97	
07/15/16	DCP	16-02325	02940307161 - Guard Incentive	VILLAG50 VILLAGE SUPERMARKETS	25.00	
07/15/16	DCP	16-01414	Lifeguard Attire and Supplies	WATERS WATER SAFETY PROUDCTS, INC.	292.65	
Total for Batch: DCP					12,821.84	
07/15/16	FINANCE	16-02565	Boards & Comms - June 2016	ACCELA01 ACCELA INC	408.00	
07/15/16	FINANCE	16-02445	MICR TONER FOR CHECK MACHINE	ADVANT50 ADVANTAGE LASER PRODUCTS, INC.	198.00	
07/15/16	FINANCE	16-00372	PHYSICALS CONSULTATIONS REFERS	AHSHOS75 AHS HOSPITAL CORPORATION	2,797.00	
07/15/16	FINANCE	16-02532	CABLE ADAPTER TAX ASSESSOR	AMAZON50 AMAZON.COM LLC	24.09	
07/15/16	FINANCE	16-00628	RABBI TRUST 2016 FIRE	BPA BENEFIT PLANS ADMINISTRATORS	8,000.00	
07/15/16	FINANCE	16-00631	RABBI TRUST 2016 POLICE	BPA BENEFIT PLANS ADMINISTRATORS	16,000.00	
07/15/16	FINANCE	16-02283	Inv.122181430 DCP Service Chrg	CANONB66 CANON BUSINESS SOLUTIONS-EAST	180.00	
07/15/16	FINANCE	16-00569	Clerk Copier Lease Blanket	CANONFIN CANON FINANCIAL SERVICES INC	1,364.00	
07/15/16	FINANCE	16-02473	FOGGIA MORRIS/MOUNTAIN	CITYOF46 CITY OF SUMMIT OFF DUTY	960.00	
07/15/16	FINANCE	16-02570	Codification 6/1/16	CODEDS50 CODED SYSTEMS LLC	2,400.00	
07/15/16	FINANCE	16-02085	REF OVERPMT 2ND QTR 2016 TAXES	CORE100 CORE LOGIC REAL ESTATE TAX SER	25,860.74	
07/15/16	FINANCE	16-02363	Inv.2552 - MAY 2016	COURBANI COURBANIZE, INC	400.00	
07/15/16	FINANCE	16-00932	CITY SOLICITOR 2016 CONTRACT	DIFRA005 DIFRANCESCO BATEMAN KUNZMAN	8,992.30	
07/15/16	FINANCE	16-01557	Processing Fee Estimated bills	EDMUND50 EDMUNDS & ASSOCIATES, INC.	350.00	
07/15/16	FINANCE	16-02064	ESRI - ArcGIS 8/1/16-7/31/17	ENVIROM ENVIROMENTAL SYSTEMS RESEARCH	5,100.00	
07/15/16	FINANCE	16-02336	Ref. Overpymt 2014,2015 TCJ	GLENB005 Glen Berkowitz and Jeff Horn	3,213.46	
07/15/16	FINANCE	16-01415	GFOA FALL CONF GERBA/BERGER	GOLDENNU GOLDEN NUGGET ATLANTIC CITY	436.00	
07/15/16	FINANCE	16-02394	GFOA FALL CONFERENCE ROGERS	GOLDENNU GOLDEN NUGGET ATLANTIC CITY	245.72	
07/15/16	FINANCE	16-01124	FALL CONFERENCE 9/21-23 GERBA	GOVERN80 GFOA OF NJ - FALL CONFERENCE	650.00	
07/15/16	FINANCE	16-01791	FALL CONFERENCE 9/21-23 ROGERS	GOVERN80 GFOA OF NJ - FALL CONFERENCE	325.00	
07/15/16	FINANCE	16-02432	2 - 100 foot tape measures	HOMEDE66 HOME DEPOT CREDIT SERVICE	64.18	
07/15/16	FINANCE	16-02360	Claim # 15136118 EEOC Matter	INDIANHA INDIAN HARBOR INSURANCE CO.	4,192.00	
07/15/16	FINANCE	16-02292	FIN/ADM COLOR PRINT CARTRIDGES	ITSAVVY ITSAVVY LLC	131.21	
07/15/16	FINANCE	16-00152	CURR MASTER 200000000808 BLNKT	JCPLO050 JCP&L	3,584.03	
07/15/16	FINANCE	16-00749	Membership Subscription 2016	LEXISN50 LEXISNEXIS BUSINESS &	372.46	
07/15/16	FINANCE	16-02568	MCANJ Dues	MCANJ050 MCANJ c/o DENISE SZABO	100.00	
07/15/16	FINANCE	16-01190	Sewer Bills	MGLFOR50 MGL PRINTING SOLUTIONS	685.00	
07/15/16	FINANCE	16-02042	stickers. certifactaes, notice	MGLFOR50 MGL PRINTING SOLUTIONS	980.00	
07/15/16	FINANCE	16-02347	ABC 2016-16 license renew apps	NEWJER21 NEW JERSEY DIVISION OF ALCOHOL	66.00	
07/15/16	FINANCE	16-02344	NJLOM - Mini One-Day Conf 6/17	NJLEAG50 NJ LEAGUE OF MUNICIPALITIES	100.00	
07/15/16	FINANCE	16-02346	mag subscription renewal	NJLEAG50 NJ LEAGUE OF MUNICIPALITIES	440.00	
07/15/16	FINANCE	16-00077	2016 OPERATIONAL ASSESSMENT	NPSMEMER NPSM EMERGENCY SERVICES	219,985.60	
07/15/16	FINANCE	16-02441	REF OVPYMT 2014/2015 TCJ1913/3	PNCBA005 PNC BANK C/O GARIPPA,LOTZ	49,193.07	
07/15/16	FINANCE	16-02361	PowerDMS 6/11/16-6/10/17	POWERDMS POWERDMS INC	4,941.90	
07/15/16	FINANCE	16-02351	Anti-Spam/Fortressing	RIVERI50 RIVER INTERNET COMMUNICATIONS	2,250.00	
07/15/16	FINANCE	16-02437	2016 Tax Counsel Services	SKOLOF50 SKOLOFF & WOLFE, P.C.	36,985.44	
07/15/16	FINANCE	16-02276	Budget Openline 2016	STHPRIN STH PRINTING, LLC	3,335.00	
07/15/16	FINANCE	16-01122	Summit Downtown Taxes	SUMMIT24 SUMMIT DOWNTOWN INC	61,800.00	
07/15/16	FINANCE	16-01466	ANIMAL CONTROL CONTRACT	TOWNSH56 TOWNSHIP OF MILLBURN	2,458.78	
07/15/16	FINANCE	16-02350	2016 Budget Snapshot Mailer	TRISLE50 TRISLER, DEBRA	1,500.00	
07/15/16	FINANCE	16-02339	mailers #2995	UNIVER16 UNIVERSAL COMPUTING SERVICES I	402.15	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/15/16	FINANCE	16-02362	Inv151046C5622 woeIpper,Robert	VALLEYHE VALLEY HEALTH MEDICAL GROUP	65.00	
07/15/16	FINANCE	16-02422	Cash Trans.Bags #236006920	VILLAG25 VILLAGE OFFICE SUPPLY	219.20	
07/15/16	FINANCE	16-00486	TAX COLLECTOR VITAL 2016	VITALC50 VITAL COMMUNICATIONS, INC.	100.00	
07/15/16	FINANCE	16-02352	Supplies - Notebook/Toner/Pens	WBMASON W.B. MASON CO, INC	276.45	
				Total for Batch: FINANCE	472,131.78	
07/15/16	FIREPREV	16-02240	FD J.J.PIGNATELLO CERTIFICATIO	TREASU05 TREASURER STATE OF NEW JERSEY	45.00	
				Total for Batch: FIREPREV	45.00	
07/15/16	HEALTH	16-02460	2nd Qtr. ML/CU Fees	TREASU90 TREASURER, STATE OF NJ	650.00	
				Total for Batch: HEALTH	650.00	
07/15/16	LIBRARY	16-02288	purchase janitorial supplies	ALLENP50 ALLEN PAPER & SUPPLY CO	126.36	
07/15/16	LIBRARY	16-02522	purchase DVDs, Blurays	ALLIAN33 ALLIANCE ENTERTAINMENT LLC	625.91	
07/15/16	LIBRARY	16-02289	CWA MOA draft	APRUZZ50 APRUZZESE MCDERMOTT MASTRO ETC	296.00	
07/15/16	LIBRARY	16-02533	Purchase books and processing	BAKERT50 BAKER & TAYLOR, INC	10,868.34	
07/15/16	LIBRARY	16-00006	Floor Mat Services	CLEANM CLEAN MAT SERVICES LLC	44.00	
07/15/16	LIBRARY	16-02523	Tech processing supplies	DEMCOI50 DEMCO INC	2,600.00	
07/15/16	LIBRARY	16-02290	purchase vacuum cleaner bags	EARDLY50 EARDLY T. PETERSEN COMPANY	113.70	
07/15/16	LIBRARY	16-02535	yearly magazines, newspapers	EBCOS50 EBSCO INFORMATION SERVICES	10,000.00	
07/15/16	LIBRARY	16-02524	purchase playaways	FINDAW50 FINDAWAY WORLD LLC	1,390.56	
07/15/16	LIBRARY	16-02455	digitization newspaper	HILLSPUB HILLSIDE PUBLIC LIBRARY	278.04	
07/15/16	LIBRARY	16-02359	NJ Family Law 2016	MATTHE25 MATTHEW BENDER & CO., INC.	86.08	
07/15/16	LIBRARY	16-02525	purchase music CDs	MIDWES50 MIDWEST TAPE EXCHANGE	186.50	
07/15/16	LIBRARY	16-02526	purchase DVDs, Blurays	MIDWES50 MIDWEST TAPE EXCHANGE	965.19	
07/15/16	LIBRARY	16-02527	site license yearly	MOVIEL50 MOVIE LICENSING USA	543.00	
07/15/16	LIBRARY	16-02534	yearly online newark star ledg	NEWS NEWS BANK INC.	3,352.50	
07/15/16	LIBRARY	16-02465	summer reading prizes	ORIENT50 ORIENTAL TRADING COMPANY, INC.	401.42	
07/15/16	LIBRARY	16-02528	reimburse expenses	PERMAHOS PERMAHOS, SUSAN	93.14	
07/15/16	LIBRARY	16-02333	print summer reading flyers	PRINTME PRINT MEDIA	380.00	
07/15/16	LIBRARY	16-02433	Shakespeare Lawn signs	PRINTME PRINT MEDIA	121.00	
07/15/16	LIBRARY	16-02466	purchase summer reading prizes	RHODE RHODE ISLAND NOVELTY	120.75	
07/15/16	LIBRARY	16-02467	spring start up, rotary head	SPRING14 SPRING HOUSE IRRIGATION	291.00	
07/15/16	LIBRARY	16-02468	purchase copy paper	STAPLE75 STAPLES CREDIT PLAN (Library)	312.82	
07/15/16	LIBRARY	16-02332	sylvania MP175 light bulbs	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO	195.00	
07/15/16	LIBRARY	16-02520	Petty cash reimbursement	SUMMIT65 LIBRARY PETTY CASH ACCOUNT	261.22	
07/15/16	LIBRARY	16-02521	petty cash reimbursement	SUMMIT65 LIBRARY PETTY CASH ACCOUNT	582.44	
07/15/16	LIBRARY	16-02415	change battery on panel6/17	SYSTEM66 SYSTEMS SALES CORP.	264.00	
07/15/16	LIBRARY	16-02469	tech processing supplies	THELIBST THE LIBRARY STORE INC	695.44	
07/15/16	LIBRARY	16-02308	Juvenile books	THEPENWO THE PENWORTHY COMPANY	428.10	
07/15/16	LIBRARY	16-02470	termite treatment	WESTER33 WESTERN PEST SERVICE	206.50	
07/15/16	LIBRARY	16-02331	repair roof leak,clean gutters	WILLIAMR WILLIAM RAUH & SON INC	495.00	
				Total for Batch: LIBRARY	36,324.01	
07/15/16	PARKCAP	16-01717	EST.#984 FIRE PROTECTION -MOVE	AFSPRIN A.F.P. SPRINKLER CORPORATION	2,785.00	
07/15/16	PARKCAP	16-00885	New Office Electric	CARNEY CARNEY ELECTRIC	6,800.00	
07/15/16	PARKCAP	16-01762	Est#319 Rita Office Furniture	INDIANAF INDIANA FURNITURE INDUSTRIES	7,878.87	
07/15/16	PARKCAP	16-01349	36 CAT6 Locations New PSA Spc	JAMES005 JAMES A BURKE	2,080.00	
07/15/16	PARKCAP	16-02584	IN#MPS-222246 Hourly Pkg Signs	SMARTSIG SMARTSIGN	3,299.95	
07/15/16	PARKCAP	16-01871	TIER GARAGE & ELEVATOR REHAB	SOUTHSHR SOUTH SHORE CONSTRUCTION, LLC	72,551.85	
				Total for Batch: PARKCAP	95,395.67	
07/15/16	PARKING	16-00087	821553360	ATTMOBIL AT&T MOBILITY	282.87	
07/15/16	PARKING	16-02604	PARKING REFUND	FUNDANUR FUNDA, NURA	60.25	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/15/16	PARKING	16-02548	Inv#3052505/#7014692/#4024654	HOMED33 HOME DEPOT CREDIT SERVICES	646.15	
07/15/16	PARKING	16-02549	Inv#4024657/#7020447/#4020938	HOMED33 HOME DEPOT CREDIT SERVICES	1,565.69	
07/15/16	PARKING	16-02550	Inv#1026495/#26651/#9134893	HOMED33 HOME DEPOT CREDIT SERVICES	1,185.07	
07/15/16	PARKING	16-02551	#8021713/15476/7021853/6023140	HOMED33 HOME DEPOT CREDIT SERVICES	423.18	
07/15/16	PARKING	16-02111	Intercom wiring to New Office	JAMES005 JAMES A BURKE	175.00	
07/15/16	PARKING	16-02173	Repair Engine Dodge Stratus	JASPEREN JASPER ENGINE EXCHANGE, INC	3,620.00	
07/15/16	PARKING	16-00154	PARK MASTER 200000000808 BLNKT	JCPL0050 JCP&L	2,891.44	
07/15/16	PARKING	16-02318	IN#703313/703402 STRATUS	NIELSEN NIELSEN CHRYSER DODGE JEEP RAM	1,902.72	
07/15/16	PARKING	16-00206	2016 END USER FEES BLANKET	PARKMOBI PARKMOBILE USA INC	6,705.75	
07/15/16	PARKING	16-00995	BLANKET PROC FEES	PAYMENTP PAYMENT PROCESSING, INC.	100.00	
07/15/16	PARKING	16-02552	Inv#9796-9/#9801-7 Paint	SHERWI50 SHERWIN WILLIAMS	752.80	
07/15/16	PARKING	16-02320	JUNE TIME & ATTENDANCE	SMALLWOO SMALLWOOD FINANCIAL GROUP LLC	156.50	
07/15/16	PARKING	16-02323	#5161899 w/E5/27/5163131w/E6/3	SNELLING SNELLING 10139	1,472.51	
07/15/16	PARKING	16-02326	Inv#5164437 w/e 6/10/16	SNELLING SNELLING 10139	831.25	
07/15/16	PARKING	16-02244	Plastic Meter Bags	STAPLE51 STAPLES CREDIT PLAN (BOH)	500.00	
07/15/16	PARKING	16-00332	V-WIRELESS PARKING CELLS/TBLTS	VERIZ408 VERIZON WIRELESS	934.58	
07/15/16	PARKING	16-00333	V-WIRELESS PARKING MODEM	VERIZ408 VERIZON WIRELESS	455.72	
07/15/16	PARKING	16-02319	IN#4098929/4098616	VILLAG25 VILLAGE OFFICE SUPPLY	423.16	
Total for Batch: PARKING					25,084.64	
07/15/16	SAFETY	16-02425	FD INV 61428 & 61497 A/C REPAI	AJC A.J. CELIANO, INC.	517.76	
07/15/16	SAFETY	16-02137	PD- Firearms Equipment	ATLAN ATLANTIC TACTICAL OF NEW	96.23	
07/15/16	SAFETY	16-02426	FD INV 28312 ENGINE 2	BAUERA50 BAUER AUTOMOTIVE SERVICE INC.	293.00	
07/15/16	SAFETY	16-02287	FD INV R012003285:01 LEAKING	CAMPBE40 CAMPBELL SUPPLY CO., INC.	1,859.17	
07/15/16	SAFETY	16-02340	PD- Medical Training Equipment	CHANNI50 CHANNING BETE COMPANY, INC.	119.95	
07/15/16	SAFETY	16-02393	PD- Petty Cash	CITYOF55 CITY OF SUMMIT PARK PETTY CASH	94.12	
07/15/16	SAFETY	16-01964	PD- IACP Conference 2016	IACP0050 IACP	350.00	
07/15/16	SAFETY	16-02267	PD- Job Listing (Officer)	NJADVAM NJ ADVANCE MEDIA LLC	223.75	
07/15/16	SAFETY	16-02265	PD- NJPTOA Annual Dues	NJPOLI50 NJ POLICE TRAFFIC OFFICERS ASS	50.00	
07/15/16	SAFETY	16-02227	FD - FIRE PREVENTION PROMO ITE	POSITI66 POSITIVE PROMOTIONS	1,248.93	
07/15/16	SAFETY	16-02329	PD- Vehicle Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	136.04	
07/15/16	SAFETY	16-02358	PD- Vehicle Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	50.82	
07/15/16	SAFETY	16-00224	FD GASOLINE 2016 #74869570	RIGGINS RIGGINS, INC.	5,939.70	
07/15/16	SAFETY	15-04542	FD REIMB FOR FINGERPRINTING &	RUCKRIEG RUCKRIEGEL, ANDREW D.	55.45	
07/15/16	SAFETY	16-02381	PD- Vehicle Maintenance	SALERN33 SALERNO DUANE FORD LLC (DCS)	1,159.85	
07/15/16	SAFETY	16-02279	PD- Vehicle Maintenance	SALERN66 SALERNO DUANE INC	965.69	
07/15/16	SAFETY	16-02354	PD- DB Training Shirts	SAMZIESU SAMZIE'S UNIFORMS	282.00	
07/15/16	SAFETY	16-02371	FD INV11392 PumpOps Penn & Tav	SOMERCTY SOMERSET COUNTY EMERGENCY	400.00	
07/15/16	SAFETY	16-02380	PD- Street Smarts Series	THEPRINT THE PRINTER'S PLACE A NEW	155.00	
07/15/16	SAFETY	16-02392	PD- Academy Supplies(Recruits)	VILLAG25 VILLAGE OFFICE SUPPLY	187.82	
07/15/16	SAFETY	16-02538	PD- Tuition Reimbursement	WECKRO50 WECK, ROBERT	1,059.00	
07/15/16	SAFETY	16-02356	PD- Title 39 MV Code (Mitzner)	WESTPU50 WEST PUBLISHING CO INC	211.50	
Total for Batch: SAFETY					15,455.78	
07/15/16	SELFINS	16-02608	DENTAL BILLING AUGUST 2016	DELTAD50 DELTA DENTAL	16,701.06	
07/15/16	SELFINS	16-02395	FLAGSHIP DETAL JULY 2016	FLAGSH50 FLAGSHIP DENTAL PLANS	806.38	
07/15/16	SELFINS	16-02401	0004126603325584 - Props	JOSEPHSJ JOSEPHS, JUDITH L	122.94	
07/15/16	SELFINS	16-02588	3307551598 Table Cover	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	25.99	
07/15/16	SELFINS	16-00358	2016 ASSESSMENT BILL	SUBURB75 SUBURBAN MUNICIPAL JOINT INSUR	284,898.15	
07/15/16	SELFINS	16-02390	000252 - Food for H&S Day	TOWNEL50 TOWNE LIQUORS & DELICATESSEN	1,200.00	
07/15/16	SELFINS	16-02306	4100830-0	VILLAG25 VILLAGE OFFICE SUPPLY	73.98	
07/15/16	SELFINS	16-02391	4102470 - Tablecloths	VILLAG25 VILLAGE OFFICE SUPPLY	7.97	
07/15/16	SELFINS	16-02389	029403070161-Employee H&S Day	VILLAG50 VILLAGE SUPERMARKETS	194.78	
Total for Batch: SELFINS					304,031.25	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/15/16	SEWCAP	16-02230	PUMP #2 REPAIRS	RAPIDP50 RAPID PUMP & METER SERVICE CO.	4,829.06	
				Total for Batch: SEWCAP	4,829.06	
07/15/16	SEWER	16-01854	WASTEWATER ADDITIONAL SVCS	BOROU66 BOROUGH OF NEW PROVIDENCE	3,680.00	
07/15/16	SEWER	16-00153	SEWR MASTER 200000000808 BLNKT	JCPL0050 JCP&L	507.92	
07/15/16	SEWER	16-02305	WORK CLOTHES CLEANING	LIBERT20 LIBERTY CLEANERS	198.75	
07/15/16	SEWER	16-02341	Sanitary Sewer Maintenance	MIRA MIRACLE CHEMICAL COMPANY	828.00	
07/15/16	SEWER	16-01305	SANITARY SEWER ENGINEER 2016	NEGLIA50 NEGLIA ENGINEERING ASSOCIATES	7,986.02	
07/15/16	SEWER	16-02309	SEWER OPERATING EQUIPMT MAINT	RJCONT50 R & J CONTROL INC	1,528.50	
07/15/16	SEWER	16-00396	Building/Grounds Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	10.18	
				Total for Batch: SEWER	14,739.37	
07/15/16	TRUST	16-01636	Signs for Movies BPO	ACEREP50 ACE REPROGRAPHIC SERVICE, INC.	1,200.00	
07/15/16	TRUST	16-01637	Concert Signs BPO	ACEREP50 ACE REPROGRAPHIC SERVICE, INC.	640.00	
07/15/16	TRUST	16-02442	FD INV 25054 #660008 DOUBLE WE	APOLLO02 APOLLO FLAGS, LLC	140.00	
07/15/16	TRUST	16-02388	Road Open Rfd 15-022 271 Oak	ARMSTRON ARMSTRONG, INC	500.00	
07/15/16	TRUST	16-02516	28298670 Music License Fee	BROADCST BROADCAST MUSIC INC	336.00	
07/15/16	TRUST	16-02001	PLANNING ESCROW BLANKET	BURGIS BURGIS ASSOCIATES, INC.	1,807.50	
07/15/16	TRUST	16-02002	ZONING ESCROW BLANKET	BURGIS BURGIS ASSOCIATES, INC.	1,000.00	
07/15/16	TRUST	16-01644	Bus Rental for Swim Team BPO	CAMPT CAMPTOWN BUS LINES, INC.	1,075.00	
07/15/16	TRUST	16-00257	Copier Maintenance BPO	CANONB66 CANON BUSINESS SOLUTIONS-EAST	526.91	
07/15/16	TRUST	16-02264	Costumes for Movie Sereis	CLIFFH CLIFFHANGER PRODUCTIONS, INC.	450.00	
07/15/16	TRUST	16-00258	Inst. Fee TryCAN Dance BPO	DANCEMOV DANCE MOVE PLAY LLC	600.00	
07/15/16	TRUST	16-02411	Camp Entertainment Magic	FISCHE40 FISCHER, JOSEPH P.	395.00	
07/15/16	TRUST	16-01643	Rental Packages NNO BPO	FUNSER50 FUN SERVICES	1,850.00	
07/15/16	TRUST	16-02591	Bubble Soccer -SFAC Staff	FUNSER50 FUN SERVICES	975.00	
07/15/16	TRUST	16-02456	Reimb. Supplies for July 4th	GUIDADAV GUIDA, DAVID	37.74	
07/15/16	TRUST	16-00261	Harding Kids Summer Camps BPO	HARDIN66 THE HARDING KIDS CLUB, LLC	4,040.00	
07/15/16	TRUST	16-02545	17675 Bicycle Trophies	INKWELLG INKWELL GLOBAL MARKETING	66.00	
07/15/16	TRUST	16-02372	51316 - Summer Camp Weather	JOHNM005 JOHN MARSHALL WEATHER LLC	900.00	
07/15/16	TRUST	16-02514	Payover Donations from RAP	JULY4TH JULY 4TH & CELEBRATION CMTE	8,974.00	
07/15/16	TRUST	16-00262	Inst. Fee Senior Yoga BPO	KARENAVW KARENA V WALKER LLC	440.00	
07/15/16	TRUST	16-02563	Inst. Fee Yoga for Camp	KLASJENN KLAS, JENNIFER	800.00	
07/15/16	TRUST	16-00737	Summer Concerts BPO	LAGUAR50 LAGUARDIA & ASSOCIATES	4,500.00	
07/15/16	TRUST	16-02008	PLANNING ESCROW BLANKET	MASERC50 MASER CONSULTING PA	4,246.25	
07/15/16	TRUST	16-02214	483034 - Nighttime Wristband	MEDTEC MEDTECH WRISTBANDS	38.06	
07/15/16	TRUST	16-02215	483034 - Camp Wristbands	MEDTEC MEDTECH WRISTBANDS	22.56	
07/15/16	TRUST	16-02594	Inst. Fee for Swim Lessons	NEWWAVEA NEW WAVE AQUATICS	4,092.00	
07/15/16	TRUST	16-02451	Reimb. Supplies for Swim Team	OZOROS50 OZOROSKI, MARK	97.20	
07/15/16	TRUST	16-02012	PLANNING ESCROW FEE BLANKET	PRECISRS PRECISION REPORTING SERVICE	1,163.75	
07/15/16	TRUST	16-02544	#263 Prof. Serv. Tatlock Turf	PREMIERP PREMIER PRODUCT DEVELOPMENT	1,835.75	
07/15/16	TRUST	16-02564	Inst. Fee Dance - Summer Camp	ROEBUCKS ROEBUCK, SHONA	480.00	
07/15/16	TRUST	16-02013	ZONING ESCROW FEE BLANKET	ROSENBS5 ROSENBERG & ASSOCIATES	1,137.00	
07/15/16	TRUST	16-00270	Supplies for Summer Camp BPO	SSWORLD S&S WORLDWIDE	1,321.25	
07/15/16	TRUST	16-02586	3305845669 Food Fun Fireworks	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	15.50	
07/15/16	TRUST	16-02506	547661 Orange Cord	SUMMIT40 SUMMIT IND. HARDWARE #365	21.24	
07/15/16	TRUST	16-02511	Supplies for 4th of July	SUMMIT40 SUMMIT IND. HARDWARE #365	125.14	
07/15/16	TRUST	16-02517	549231 Fence and Cable Ties	SUMMIT40 SUMMIT IND. HARDWARE #365	499.60	
07/15/16	TRUST	16-00877	Screen on the Green Movie Pack	SUMMITSO SUMMIT SOUNDZ ENTERTAINMENT	3,750.00	
07/15/16	TRUST	16-01645	DJ Package Summer Camp BPO	SUMMITSO SUMMIT SOUNDZ ENTERTAINMENT	500.00	
07/15/16	TRUST	16-02274	2563	SUMMITSO SUMMIT SOUNDZ ENTERTAINMENT	250.00	
07/15/16	TRUST	16-02464	2584 DJ Party Package Swim	SUMMITSO SUMMIT SOUNDZ ENTERTAINMENT	250.00	
07/15/16	TRUST	16-02512	Tent and Table Rental 4th of	TAYLOR20 TAYLOR RENTAL	1,742.29	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/15/16	TRUST	16-02004	ZONING ESCROW BLANKET	THEGAL50 THE GALVIN LAW FIRM	1,350.00	
07/15/16	TRUST	16-02334	6101 - Protect Our Fields Sign	THESIG50 THE SIGN CENTER	835.90	
07/15/16	TRUST	16-00274	Luncheons Senior Program BPO	TOWNEL50 TOWNE LIQUORS & DELICATESSEN	600.00	
07/15/16	TRUST	16-02448	000172 - TryCan Baseball Food	TOWNEL50 TOWNE LIQUORS & DELICATESSEN	45.00	
07/15/16	TRUST	16-00014	Supplies for Share the Fun	VILLAG50 VILLAGE SUPERMARKETS	66.55	
07/15/16	TRUST	16-00276	Supplies BPO	VILLAG50 VILLAGE SUPERMARKETS	90.02	
07/15/16	TRUST	16-00278	Supplies BPO	VILLAG50 VILLAGE SUPERMARKETS	43.94	
07/15/16	TRUST	16-02324	02940307161 - Women Tourny	VILLAG50 VILLAGE SUPERMARKETS	16.74	
07/15/16	TRUST	16-02015	ZONING/PLANNING ESCROW BLANKET	WORRAL33 WORRALL COMMUNITY NEWSPAPERS	97.92	
07/15/16	TRUST	16-00279	Inst. Fee BPO	WOTA WOTANOWSKI, EILEEN	2,400.00	
Total for Batch: TRUST					58,386.81	
07/15/16	UCC	16-02299	Salary & Wages	GALLELLA GALLELLI, ALDO	150.00	
07/15/16	UCC	16-02459	Conf. & Meetings	MARITA50 MARITATO, RAFFAELE	226.60	
07/15/16	UCC	16-02458	Conf. & Meetings	MOSCH MOSCHELLO, JOSEPH	226.60	
07/15/16	UCC	16-02434	UCC VEHICLE MAINTENANCE BLANKT	QUALIT25 QUALITY AUTOMOTIVE CO.	1,090.40	
07/15/16	UCC	16-02436	UCC VEHICLE MAINTENANCE BLANKT	WIGDER WIGDER CHEVROLET, INC.	156.81	
Total for Batch: UCC					1,850.41	
07/15/16	WORKS	16-01131	DPW SAFETY SUPPLIES	AIRGAS38 AIRGAS USA LLC	271.32	
07/15/16	WORKS	16-01506	DPW SAFETY SUPPLIES	AIRGAS38 AIRGAS USA LLC	925.86	
07/15/16	WORKS	16-02396	P&ST GROUNDS MAINTENANCE	BSNPAS50 BSN/PASSON'S/GSC/CONLIN SPORTS	2,129.16	
07/15/16	WORKS	15-01930	PLANNING SRVCS 7/1/15-6/30/16	BURGIS BURGIS ASSOCIATES, INC.	5,215.65	
07/15/16	WORKS	16-02302	DPW GARAGE SUPPLIES	CALTEX50 CALTEX INDUSTRIES INC	135.00	
07/15/16	WORKS	16-02315	VEHICLE MAINTENANCE	CAMBRI50 CAMBRIA COMPANIES	178.38	
07/15/16	WORKS	16-02398	REIMBURSE CDL LICENSE	CAPUTO28 CAPUTO, MICHAEL	20.00	
07/15/16	WORKS	16-02003	ZONING AFFORDABLE HOUSING BLNK	CLARKE33 CLARKE CATON HINTZ PC	1,787.50	
07/15/16	WORKS	16-01312	2015-2016 PROF'L LANDSCAPING	DONOF D'ONOFRIO & SON INC	3,690.00	
07/15/16	WORKS	16-00390	CURBSIDE RECYCLING	FBASSOJR F BASSO JR RUBBISH REMOVAL INC	19,001.66	
07/15/16	WORKS	16-00011	DCS Diesel Fuel	FINCHFUE FINCH FUEL OIL CO INC	3,405.82	
07/15/16	WORKS	16-02314	CITY HALL WINDOW CLEANING	FLORHA33 FLORHAM PARK WINDOW CLEANING	1,680.00	
07/15/16	WORKS	16-02421	Garage Supplies	FREDVA50 FRED VACHINO & SONS, INC.	130.00	
07/15/16	WORKS	16-02304	VEHICLE MAINTENANCE	GARDENBO GARDEN STATE BOBCAT	1,190.16	
07/15/16	WORKS	16-02300	P&ST GROUNDS MAINTENANCE	GRASSR50 GRASS ROOTS, TURF PRODUCTS INC	334.30	
07/15/16	WORKS	16-01852	BLDGS & GROUNDS MAINT/SUPPLIES	HANOVE66 HANOVER SUPPLY CO.	131.85	
07/15/16	WORKS	16-02024	BLDGS & GROUNDS/DPW SUPPLIES	HOMEDE33 HOME DEPOT CREDIT SERVICES	220.31	
07/15/16	WORKS	16-02397	BLDGS & GROUNDS MAINTENANCE	INDUST28 INDUSTRIAL COOLING CORPORATION	1,292.00	
07/15/16	WORKS	16-02301	PB&G EQUIPMENT MAINTENANCE	JENEL JEN ELECTRIC, INC.	871.00	
07/15/16	WORKS	16-02307	BLDGS & GROUNDS MAINTENANCE	MALONE50 MALONE SPRINKLER CORPORATION	250.00	
07/15/16	WORKS	16-00171	MAT RENTALS CITY HALL BLANKET	METROMOP METROPOLITAN MOP & MAT RENTAL	303.08	
07/15/16	WORKS	16-01093	Vehicle/Equipment Maintenance	MID-AT50 MID-ATLANTIC INTERNATIONAL	72.66	
07/15/16	WORKS	16-02303	VEHICLE MAINTENANCE	MJMAUTO BJ&M AUTO INC	66.50	
07/15/16	WORKS	16-00173	BULKY WASTE DISPOSAL 2016	NEWJER54 NJSEA (BULK WASTE)	8,629.50	
07/15/16	WORKS	16-02496	DPW Registrations NJTA	NJTURFGR NJ TURFGRASS ASSOCIATION	390.00	
07/15/16	WORKS	16-01538	2016 CITY TREE PLANTING SUPPLY	PLANTDET PLANT DETECTIVES, INC	3,045.00	
07/15/16	WORKS	16-00501	Vehicle/Equipment Maintenance	POWERC66 POWERCO, INC.	599.28	
07/15/16	WORKS	16-02012	PLANNING ESCROW FEE BLANKET	PRECISRS PRECISION REPORTING SERVICE	163.00	
07/15/16	WORKS	16-00389	Vehicle Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	93.09	
07/15/16	WORKS	16-00225	DCS GASOLINE BLANKET	RIGGINS RIGGINS, INC.	3,577.00	
07/15/16	WORKS	16-02296	REIMBURSE HOTEL - SNOW CONF	RILLO50 RILLO, DOUG	342.70	
07/15/16	WORKS	16-02013	ZONING ESCROW FEE BLANKET	ROSEN55 ROSENBERG & ASSOCIATES	115.50	
07/15/16	WORKS	16-02281	Continuing Education	RUTGDIV RUTGERS, THE STATE UNIVERSITY	573.00	
07/15/16	WORKS	16-01858		SANITA50 SANITATION EQUIPMENT CORP	641.28	
07/15/16	WORKS	16-02493	Vehicle Maintenance	SIGNARAM SIGNARAMA OF NORTH PLAINFIELD	160.00	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/15/16	WORKS	16-01558	DCS SUPPLIES/BLDGS & GROUNDS	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	3,085.65	
07/15/16	WORKS	16-02010	ZONING OFFICE SUPPLIES BLANKET	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	26.37	
07/15/16	WORKS	16-00399	Buildings/Grounds Maintenance	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO	252.80	
07/15/16	WORKS	16-00397	Building/Grounds Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	1,336.87	
07/15/16	WORKS	16-00861	Zoning Board Monthly Meetings	THEGAL50 THE GALVIN LAW FIRM	1,850.00	
07/15/16	WORKS	16-00005	2016 Elevator Maintenance	THYSSE50 THYSSENKRUPP ELEVATOR CORP.	1,712.58	
07/15/16	WORKS	16-02593	REDEVELOPMENT CONTRACT 2016	TOPOLOGY TOPOLOGY NJ LLC	1,312.50	
07/15/16	WORKS	16-02488	State Permit Fees	TREASU30 TREASURER, STATE OF NEW JERSEY	32,894.00	
07/15/16	WORKS	16-00327	TIPPING FEES 2016	UNIONC64 UNION COUNTY UTILITES AUTHORIT	49,958.11	
07/15/16	WORKS	16-01152	Vehicle/Equipment Maintenance	WETIMM50 W E TIMMERMAN CO INC	615.42	
07/15/16	WORKS	16-02370	Building Repairs	WILLIAMR WILLIAM RAUH & SON INC	350.00	
07/15/16	WORKS	16-02472	Newspaper advertising	WORRAL33 WORRALL COMMUNITY NEWSPAPERS	71.50	
Total for Batch: WORKS					155,097.36	

Total for Date: 07/15/16 Total for All Batches: 1,533,439.76

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

July 8, 2016
10:04 AM

City of Summit
Received P.O. Batch Listing By P.O. Number

Rcvd Batch Id Range: First		to Last	Rcvd Date Start: 0	End: 07/08/16	Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/08/16	FINANCE	16-02495	INTEREST 1ST QTR 2016	TREASU35 TREASURER, STATE OF NEW JERSEY	211.55	
				Total for Batch: FINANCE	211.55	
			Total for Date: 07/08/16	Total for All Batches:	211.55	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 07/07/16 Report Format: Condensed

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/07/16	DCP	16-00155	100004273908 5 MYRTLE BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	183.12	
07/07/16	DCP	16-00156	100005244296 AUBREY&LEWIS BLKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	52.78	
07/07/16	DCP	16-00157	100005244346 26 BUTLER BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	258.52	
07/07/16	DCP	16-00158	100005244403 25 BUTLER BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	112.46	
07/07/16	DCP	16-00159	100005244528 BUTLER BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	27.07	
07/07/16	DCP	16-00160	100005441132 189 RIVER BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	370.01	
07/07/16	DCP	16-00161	100006271546 697 SPRNGFLD BLKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	37.60	
07/07/16	DCP	16-00162	100006894180 100 MORRIS BLANKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	1,008.14	
07/07/16	DCP	16-00163	100077504148 5 MYRTLE BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	3.61	
07/07/16	DCP	16-00164	100084439627 100 ASHWOOD BLNKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	3,088.90	
07/07/16	DCP	16-00165	100084442050 110 ASHWOOD BLNKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	468.94	
07/07/16	DCP	16-01929	Refund Pool Membership	REENOCK REENOCK, KRISTIN	160.00	
07/07/16	DCP	16-01983	Refund Pool & Golf	GARGIULT GARGIULO, THOMAS	285.00	
07/07/16	DCP	16-02059	Refund Pool Membership	GONZALEW GONZALEZ, WALTER	75.00	
07/07/16	DCP	16-02062	Refund Flag Football	STRAUSSP STRAUSS, PAULETTE	200.00	
07/07/16	DCP	16-02063	Refund Pool Membership	WOLFEALY WOLFE, ALYSSA	75.00	
07/07/16	DCP	16-02113	Refund Pool Membership	MORTKOKA MORTKO, KATHRYN	75.00	
07/07/16	DCP	16-02163	Refund Pool Membership	SCHROEDE SCHROEDER, THOMAS	75.00	
07/07/16	DCP	16-02410	4327 - Pool Refund	HARDISTY HARDISTY, ARTHUR	75.00	
Total for Batch: DCP					6,631.15	
07/07/16	FINANCE	16-00085	0303619366001 BLANKET	AT105068 AT&T	38.26	
07/07/16	FINANCE	16-00086	287015068548 FAN02998928 BLNKT	ATMOBIL AT&T MOBILITY	80.91	
07/07/16	FINANCE	16-00169	503956 WATER SYSTEM BLANKET	MARLINLE MARLIN LEASING	679.95	
07/07/16	FINANCE	16-00180	1018-210023342498 422 SPRGFLD	NJ-AME50 NJ-AMERICAN WATER CO.	67.84	
07/07/16	FINANCE	16-00198	UNION PL 1018-210024718968 BKT	NJ-AME50 NJ-AMERICAN WATER CO.	21.18	
07/07/16	FINANCE	16-00209	0017660366 BOTT WTR PD	NESTLERR READYREFRESH BY NESTLE	214.78	
07/07/16	FINANCE	16-00210	0425994928 BOTT WTR DCS	NESTLERR READYREFRESH BY NESTLE	77.87	
07/07/16	FINANCE	16-00214	75 MAPLE ST 6226740006 BLANKET	PSEG1444 PSE&G	27.40	
07/07/16	FINANCE	16-00217	41 CHATHAM RD 6615027607 BLNKT	PSEG1444 PSE&G	22.98	
07/07/16	FINANCE	16-00218	384 BROAD ST 6619775403 BLNKT	PSEG1444 PSE&G	113.84	
07/07/16	FINANCE	16-00219	512 SPRNGFLD 6660016600 BLNKT	PSEG1444 PSE&G	114.46	
07/07/16	FINANCE	16-00220	RIVER RD GNRTR 6722939901 BNKT	PSEG1444 PSE&G	11.90	
07/07/16	FINANCE	16-00221	100 ASHWOOD 6729356200 BLANKET	PSEG1444 PSE&G	70.75	
07/07/16	FINANCE	16-00222	BUTLER PKWY 6749019005 BLANKET	PSEG1444 PSE&G	32.78	
07/07/16	FINANCE	16-00328	8018009698	VER92004 VERIZON	179.99	
07/07/16	FINANCE	16-00329	VER 151-907-182-0001-93	VER92004 VERIZON	89.99	
07/07/16	FINANCE	16-00330	VER 8298011956 BLANKET	VERC9200 VERIZON COMMUNICATIONS	264.99	
07/07/16	FINANCE	16-00334	VER 201 X06-1557 333 13Y BLNKT	VERIZO08 VERIZON	165.00	
07/07/16	FINANCE	16-01740	682164944-00001	VERIZ408 VERIZON WIRELESS	249.67	
07/07/16	FINANCE	16-01788	POSTAGE METER RENTAL	DATAPACM DATA-PAC MAILING SYSTEMS	165.00	
07/07/16	FINANCE	16-02427	120 000 112 462	JCPL0050 JCP&L	1,172.03	
Total for Batch: FINANCE					3,861.57	
07/07/16	SEWER	16-00109	CONSTANTINE 100005626567 BLNKT	JCPL0050 JCP&L	4,302.67	
07/07/16	SEWER	16-01740	682164944-00001	VERIZ408 VERIZON WIRELESS	62.42	
Total for Batch: SEWER					4,365.09	
07/07/16	TRUST	16-00267	Phone Service BPO	NXTEL75 NEXTEL COMMUNICATIONS, INC	62.67	
07/07/16	TRUST	16-01651	Refund Swim Lessons	DELIKARI DELIKARIS, KATHREN	110.00	
07/07/16	TRUST	16-02407	4327 - Soccer Refund	COLLINSB COLLINS, BERNADETTE	125.00	
Total for Batch: TRUST					297.67	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

July 7, 2016
01:54 PM

City of Summit
Received P.O. Batch Listing By P.O. Number

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
			Total for Date: 07/07/16	Total for All Batches:	15,155.48	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 07/07/16 Report Format: Condensed

Rcvd Date Batch Id PO # Description Vendor Amount Contract

07/07/16	DCP	16-01983	Refund Pool & Golf	GARGIULT GARGIULO, THOMAS	285.00	
07/07/16	DCP	16-02059	Refund Pool Membership	GONZALEW GONZALEZ, WALTER	75.00	
07/07/16	DCP	16-02113	Refund Pool Membership	MORTKOKA MORTKO, KATHRYN	75.00	
07/07/16	DCP	16-01929	Refund Pool Membership	REENOCK REENOCK, KRISTIN	160.00	
07/07/16	DCP	16-02163	Refund Pool Membership	SCHROEBE SCHROEDER, THOMAS	75.00	
07/07/16	DCP	16-02062	Refund Flag Football	STRAUSSP STRAUSS, PAULETTE	200.00	
07/07/16	DCP	16-02063	Refund Pool Membership	WOLFEALY WOLFE, ALYSSA	75.00	
Total for Batch: DCP					945.00	

07/07/16	PARKING	16-02489	Reimburse Kitchenette Supplies	MCNANY66 MCNANY, RITA	146.04	
Total for Batch: PARKING					146.04	

07/07/16	TRUST	16-01651	Refund Swim Lessons	DELIKARI DELIKARTS, KATHREN	110.00	
07/07/16	TRUST	16-00267	Phone Service BPO	NEXTEL75 NEXTEL COMMUNICATIONS, INC	62.67	
Total for Batch: TRUST					172.67	

Total for Date: 07/07/16 Total for All Batches: 146.04

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

Rcvd Batch Id Range: First		to Last		Rcvd Date Start: 0	End: 07/05/16	Report Format: Condensed
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
07/05/16	DCP	16-02446	2016 FORD TRANSIT VAN REGISTR.	NJMOTO38 NJ MOTOR VEHICLE COMMISSION	60.00	
				Total for Batch: DCP	60.00	
07/05/16	FINANCE	16-02417	Ref Red. cert#15-1 1302/54	VENUTOLO VENUTOLO, JOHN	37,866.36	
				Total for Batch: FINANCE	37,866.36	
07/05/16	TRUST	16-02418	REF RED PREMIUM 15-1 1302/54	VENUTOLO VENUTOLO, JOHN	58,000.00	
				Total for Batch: TRUST	58,000.00	
Total for Date: 07/05/16				Total for All Batches:	95,926.36	

Attachment: Bill List 7-26-16 (4368 : Authorize Payment of Bills - \$1,644,879.19)

THE CITY OF SUMMIT

N E W J E R S E Y

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

July 13, 2016

The Honorable Mayor and
Members of Common Council
City Hall
Summit, New Jersey

Ladies and Gentlemen:

On Tuesday, July 12, 2016 at 11:00 a.m., bids were received by the Purchasing Agent as advertised in the Union County Local Source on June 30, 2016 and referred to the Community Programs Director. Results are as follows:

TATLOCK PARK BLEACHER RENOVATION PROJECT

		Base Bid	Alt. 1 Underground electric to press box	Alt. 2 Underground electric to ticket booth	Alt. 3 Fencing & gates	Alt. 4 Traction coating to footboards
		(\$)				
Cypreco Industries, Inc. PO Box 822 Neptune, NJ 07753	(bid bond)	763,823.00	15,000.00	15,000.00	13,000.00	23,000.00
Zenith Construction Services, Inc. 365 Thomas Blvd. Orange, NJ 07050	(bid bond)	883,000.00	15,000.00	10,000.00	35,000.00	13,000.00

The Purchasing Agent, upon the review, evaluation and recommendation in a memo from the Community Programs Director, makes the following recommendation to the General Services Committee:

TATLOCK PARK BLEACHER RENOVATION PROJECT

Reject both bids received pursuant to N.J.S.A. 40A:11-13.2.a because they substantially exceeds cost estimate, and authorize negotiations pursuant to NJSA 40A:11-5(3) after two unsuccessful bids.

Sincerely,

Margaret Gerba

Margaret Gerba, Purchasing Agent

Communication: Purchasing Letter - Tatlock Park Bleacher Renovation Project (Correspondence)

THE CITY OF SUMMIT

N E W J E R S E Y

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

July 19, 2016

The Honorable Mayor and
Members of Common Council
City Hall
Summit, New Jersey

Ladies and Gentlemen:

On Tuesday, July 19, 2016, at 11:00 a.m., bids were received by the Purchasing Agent as advertised in the Union County Local Source on July 7, 2016 and referred to the Community Programs Director. Results are as follows:

PURCHASE AND INSTALLATION OF SOUND SYSTEM – INVESTORS BANK FIELD AT TATLOCK PARK

		Base Bid (\$)
Coskey's TV & Radio Sales & Service 656 Georges Road North Brunswick, NJ 08902	(bid bond)	46,484.00
Total Video Products, Inc. 414 Southgate Court Mickleton, NJ 08056	(bid bond)	67,255.92

The Purchasing Agent, upon the review, evaluation and recommendation in a memo dated July 19, 2016, from the Community Programs Director, makes the following bid award recommendation to the General Services Committee:

PURCHASE AND INSTALLATION OF SOUND SYSTEM – INVESTORS BANK FIELD AT TATLOCK PARK

Coskey's TV & Radio Sales & Service, for a low net base bid of \$46,484.00.

Sincerely,

Margaret Gerba

Margaret Gerba, Purchasing Agent

Communication: Purchasing Letter - Purchase & Installation of Sound System - Investors Bank Field at Tatlock Park (Correspondence)

- Raised and stocked more than 150,000 fish that eat mosquito larvae – with another 400,000 fish to be raised and stocked statewide over the course of the summer.
- Purchased four distribution tanks to assist in the transport of mosquito-eating fish throughout the state.
- Purchased five holding tanks that temporarily hold mosquito-eating fish to assist in counties in their distribution of the fish.

Aedes aegypti is the mosquito most known for carrying the Zika virus. It is found in tropical climates and is unable to survive New Jersey’s winter conditions.

Zika is a viral infection that is usually spread by the bite of an infected *Aedes* mosquito, which also spreads dengue and chikungunya. Outbreaks typically occur in tropical Africa and southeast Asia. In May 2015, Brazil reported the first outbreak of Zika in the Americas. Zika is now present in Central and South America, and the Caribbean. To date, there has been no local transmission in the continental United States.

About one in five people develop symptoms and infection is usually mild. The most common symptoms are fever, rash, joint pain or red eyes. The biggest concern is for pregnant women because Zika can cause birth defects.

“As mosquito season continues in New Jersey and families travel this summer, residents should protect themselves from mosquito bites wherever they go,” Health Commissioner Cathleen Bennett said. “It is important to apply EPA-registered insect repellent, use screen and air conditioning, wear long sleeves and pants, and stay informed.”

The federal Centers for Disease Control and Prevention is investigating the extent to which the *Aedes albopictus* – also known as the Asian tiger mosquito, which is found in New Jersey – can spread Zika. In April, the Pan American Health Organization and World Health Organization reported that Mexico had identified Asian tiger mosquitos carrying Zika.

New Jersey’s 21 county mosquito control agencies employ a variety of methods for mosquito control, including aerial spraying, application of approved insecticides, water management programs, public awareness campaigns and use of natural predators, such as fish that eat mosquitos and their larvae.

The use of larvae-eating fish, also known as biocontrol, is common in New Jersey. Since its inception in 1991, the Division of Fish and Wildlife’s Hayford Fish Hatchery has stocked more than 4.4 million mosquitofish in New Jersey.

Counties stock the fish in places of the greatest attraction to the 63 varieties of mosquitoes which are native to the state. This summer, in response to concerns about Zika and mosquito-transmitted viruses, the hatchery is raising and distributing more than 500,000 fish, more than double a normal season.

“Our fish program has been a key component of mosquito control for years and their usefulness is only increasing as the threats increase,” said Division of Fish & Wildlife Director Dave Chanda. “These fish help control the mosquito population by eating their young and preventing them from growing, biting and most importantly, reproducing.”

Five breeds of mosquito-eating fish are bred at Hackettstown for mosquito control; the fathead minnow (*Pimephales promelas*), the freshwater killifish (*Fundulus diaphanus*), the pumpkinseed sunfish (*Lepomis gibbosus*), the bluegill sunfish (*Lepomis macrochirus*) and the *Gambusia affinis*, also known as the mosquitofish, for biological control. The fish are raised at the Hayford Hatchery and distributed, at no charge, to county mosquito control agencies.

The first four fish species are native to New Jersey, but the *Gambusia* originates from Central and South America. They are placed in water bodies with no resident fish, and no natural or manmade water outlets. They are not stocked in lakes or ponds, but in standing water sources which cannot be drained.

“We are ramping up mosquitofish production as an extra measure of safety for this year to address not only the possible threat of Zika, but to combat the real and annual threats posed by other virus-carrying mosquitos in our state,” said Hackettstown Hatchery Superintendent Craig Lemon.

DEP encourages residents, business owners and contractors to follow these steps to help reduce mosquito populations on their properties:

- At least once or twice a week, empty water from flower pots, pet food and water dishes, birdbaths, swimming pool covers, buckets, barrels and cans.
- Check for clogged rain gutters and clean them out. Downspout elbows can also hold small amounts of water that can serve as breeding grounds for mosquitos.
- Remove discarded tires, and other items that could collect water.
- Be sure to check for containers or trash in places that may be hard to see, such as under bushes or under your home.

For more information on Zika and how DEP is addressing the potential threat please visit: www.nj.gov/dep/mosquito/docs/zika-fact-sheet.pdf or www.nj.gov/health/cd/documents/faq/zika_faq.pdf

For a podcast featuring a discussion of mosquito control and the Zika virus with DEP Deputy Commissioner David Glass and Dr. Arturo Brito from the state Department of Health, visit: www.nj.gov/dep/podcast/

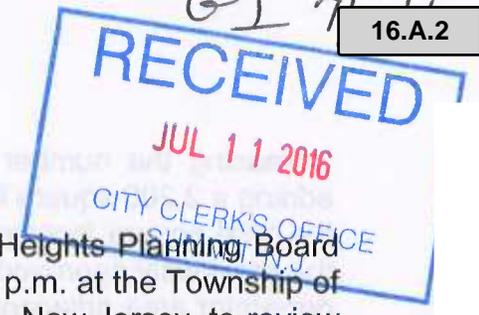
For information on the State’s Mosquito Control Commission, please visit: www.nj.gov/dep/mosquito/index.html

For more information on the DEP’s Charles O. Hayford State Fish Hatchery in Hackettstown please visit: www.state.nj.us/dep/fgw/hacktown.htm

###

*M/C, R
C: P. Caserio
(via email 7/18)*

GI 7/11
16.A.2



PUBLIC NOTICE

PLEASE TAKE NOTICE that the Township of Berkeley Heights Planning Board (the "Board") will hold a public hearing on July 20, 2016, at 7:30 p.m. at the Township of Berkeley Heights Town Hall, 29 Park Avenue, Berkeley Heights, New Jersey, to review and act upon an application for amended preliminary and final major site plan approval and variance relief (the "Application") by The Connell Company ("Applicant") with respect to property designated as Block 4102, Lot 1 and Block 4301, Lots 1.011 and 1.012 on the Township of Berkeley Heights Tax Map (the "Property").

The hotel is currently under construction on Block 4301, Lot 1.012, which is a parcel located between Block 4301, Lot 1.011 (200 Connell Drive) and Block 4102, Lot 1 (300/400/500 Connell Drive). The hotel parcel is known as 250 Connell Drive and is entirely within the OR-B Zone. This parcel is owned by Connell Hospitality LLC, a New Jersey limited liability company of which The Connell Company is the sole member. Connell Hospitality LLC has consented to this Application.

On June 6, 2007, the Board granted preliminary and final site plan approval and minor subdivision approval to Paramount Hotel Group, LLC to construct a 230-bed hotel on Block 4301, Lot 1.012. On October 26, 2009, the Board adopted a resolution granting Applicant's application for amended preliminary and final site plan approval and extended vesting protection pursuant to N.J.S.A. 40:55D-52(b). At that time, the hotel was intended to be operated by Westin and was proposed to include 244 rooms.

On May 7, 2014 (as memorialized in a resolution adopted June 18, 2014), the Board granted further amended preliminary and final site plan approval to permit (in lieu of the previously approved 244-room Westin) a hotel with 174 rooms, which is intended to operate as an Embassy Suites Hotel, and which includes various amenities, including but not limited to, a coffee bar, a pub, conference and catering facilities, and related guest facilities. As part of this approval, the Board also granted relief as to the location of parking, as well as bulk variance relief to permit greater sign area than permitted on the western and southern elevations, and to permit a greater total sign area than permitted.

On September 17, 2014 (as memorialized in a resolution adopted November 5, 2014), the Board granted approval for the construction of a pylon sign for the Embassy Suites Hotel to be operated on the Property, with variances for height (110 feet) and sign area (525 square feet), and total sign area was increased to 1,226.65 square feet to include this pylon sign along with previously approved signage.

On January 6, 2016, the Board granted an application for installation of trails, an outdoor plaza with a fountain, outdoor seating, landscaped areas, and other related outdoor recreational amenities. This January 2016 approval is not affected by the present Application.

Applicant now seeks further amended preliminary and final site plan approval to add two (2) suites to the hotel in space that previously was dedicated for storage,

"See Reverse Side"

Communication: Township of Berkeley Heights Planning Board Notice - July 20, 2016 (Notices)

increasing the number of rooms from 174 to 176. In addition, Applicant proposes adding a 2,200 square foot conservatory addition to the first floor of the hotel, increasing the total square footage from 181,870 sf to 184,070 sf. The conservatory will replace the previously approved outdoor reception/tent area. Additionally, the cooling tower and generator area adjacent to the loading dock area on the northeast corner of the hotel is proposed to be converted from lawn to concrete for maintenance purposes.

With respect to signage, the proposed end-user for the hotel, has revised the format of its logo. Previously, the name "Embassy Suites" was on one (1) line; it is now proposed to be on two (2) lines. Additionally, the Applicant is proposing a mural of approximately 1,140 sf along the western elevation of the proposed building. The change in logo format and the addition of the mural increased the total signage on the Property to 2,383.5 sf. Accordingly, in addition to amended preliminary and final major site plan approval, Applicant also seeks bulk variances pursuant to N.J.S.A. 40:55D-70(c) to permit: (i) greater sign area on the south elevation than permitted (approx. 341.40 sf proposed where 170 sf is permitted and 246.91 sf was previously approved); (ii) greater sign area on the west elevation than permitted (approx. 1,250.60 sf proposed where 170 sf is permitted and 179.21 sf was previously approved); and (iii) total sign area greater than permitted (approx. 2,383.5 sf where 870 sf is permitted and 1,226.65 sf was previously approved).

Applicant further seeks exceptions, waivers, variances, interpretations, modifications of prior imposed conditions, or other approvals as reflected on the filed plans (as same may be further amended or revised from time to time without further notice) and as may be determined to be necessary during the review and processing of the Application.

When this case is called, interested parties may appear, either in person or by attorney regarding this Application. The hearing may be continued without further notice on such additional or other dates as the Board may determine. The Application and supporting materials (including maps and plans) will be available for public inspection, at least 10 days prior to the hearing, at the Board offices located in the Township of Berkeley Heights Town Hall, 29 Park Avenue, Berkeley Heights, New Jersey, during regular business hours, which are typically 8:30 a.m. to 4 p.m.

THE CONNELL COMPANY

By: Douglas J. Janacek, Esq.

Gibbons P.C.

One Gateway Center

Newark, New Jersey 07102

(973) 596-4500

Ralph LaRossa
President and Chief Operating Officer

Public Service Electric and Gas Company
80 Park Plaza, Newark, NJ 07102-4194

16.A.3

Mayor
GI 7/26/16



July 7, 2016

Dear New Jersey leader:

Now that summer is here, many of our customers are thinking about beaches, barbecues and perhaps a long-awaited vacation with their families – and rightly so. While customers are enjoying all that summer has to offer, the last thing on their minds is heating their homes this winter. Nevertheless, I am pleased to report that we've proposed to lower residential gas bills by another 7.4 percent on October 1, meaning customers will save even more this winter – on average, \$64 per year.

Feeling good about gas bills

PSE&G residential customers can feel good about the fact that they've paid about 20 percent less for gas than other utilities in the region over the past two years. In our annual filing with the New Jersey Board of Public Utilities (NJBP), PSE&G proposed to reduce its basic gas supply rate to 34 cents from 40 cents – the lowest rate in 16 years. To put this proposed rate reduction into perspective, in 2009 PSE&G's gas supply rate was \$1.19 per therm. This year that rate would drop to 34 cents per therm. That is a huge savings – good for customers and the economy of the state.

Utility work ahead

I'd like to offer a sincere thank you to the municipal officials across our service area who are supporting our efforts to upgrade our natural gas infrastructure and inspect meters for safety. This year alone, we are performing safety inspections on gas meters in 87 towns, and working in 144 towns to replace aging cast iron and unprotected steel gas mains.

The mains and service lines are being replaced with strong, durable plastic piping, which is much less likely to have leaks and release methane gas. The new elevated pressure systems also enable the installation of excess flow valves that automatically shut off gas flow if a service line is damaged, and provide better support for the use of high-efficiency appliances. This is important work that will ensure the continued safety and reliability of natural gas service now, and for the future.

We're ready for the summer heat

This summer PSE&G customers are benefiting from significant infrastructure investments that are in service for the first time this year. Much of the work was completed as part of our \$1.2 billion Energy Strong program to protect our facilities from severe weather. Notable projects completed since last summer include protecting, raising or rebuilding six substations and switching stations; installing smart grid technology to better monitor system operations and increase our ability to more swiftly deploy repair teams at 65 substations; and completing 149 projects that address critical facilities, including hospitals, water treatment plants, telecommunications facilities and police stations.

Communication: PSE&G re Lowering Residential Gas Bills (Notices)

Double-sided

In addition to these electric distribution upgrades, PSE&G energized two transmission reliability projects that will maintain reliability by relieving congestion on other regional transmission systems. A third major upgrade is scheduled to come on line this month. These investments in transmission and distribution facilities – along with our highly trained and skilled workforce – are what keep PSE&G among the most reliable utilities in the nation, year after year.

Grid-connected solar serves the greater good

In May, we filed a request with the NJBPU for an extension of our Solar 4 All® program. If approved, the extension will allow PSE&G to invest another \$275 million to design and construct an additional 100 megawatts-dc of grid-connected solar capacity on landfills and brownfields in its New Jersey electric service territory. We expect that the extension would create approximately 575 direct jobs in New Jersey during construction time.

Unlike privately owned solar systems on homes, our Solar 4 All® projects are connected directly to the electric grid and are 40 percent less expensive per watt than a residential solar project. And all customers share the benefits of these large solar farms. We expect that our filing, if approved, will help bring the solar credit market back into balance at lower prices. This is a good thing since all customers pay for these credits, or SRECs, that help subsidize residential solar projects.

Thank you for this opportunity to update you on some of the projects under way at PSE&G to maintain and improve the energy services on which New Jersey residents and businesses rely. As always, please feel free to reach out to me with questions or concerns at ralph.larossa@pseg.com.

I hope you enjoy the summer months, and know that the men and women of PSE&G will do everything they can to continue to provide safe, reliable electric service now and for many years to come.

Sincerely,



BILL NO. AND SPONSOR	BILL SUMMARY	CURRENT STATUS	LEAGUE POSITION
A-3485 Handlin, Amy	Permits school boards and contracting units to disqualify public contract bidder with whom any school board or local contracting unit had prior negative experience; establishes prior negative experience database.	Assembly State and Local Government Committee	A
A-3499 O'Scanlon, Declan	Prohibits public employers from reimbursing tuition or awarding promotions or compensation based on degrees or certifications obtained from unaccredited institutions. <i>Problematic because municipality use unaccredited certifications.</i>	Assembly State and Local Government Committee	O
A-3534/S-2086 Bucco, Anthony M. Singleton, Troy Webber, Jay Bucco, Anthony R. Van Drew, Jeff	Permits authorities and local units operating water supply or sewerage facilities to waive, reduce, or defer sewerage and water service fees for deployed military personnel.	Assembly Committee, 2nd Reading/Senate Community & Urban Affairs Committee	A
A-3540/S-2310 Holley, Jamel Schaer, Gary Kennedy, James Diegnan, Patrick Oroho, Steven	Provides that certain corporations bidding for public contracts may submit federal Securities and Exchange Commission filing to comply with requirements to disclose certain interest holders.	Assembly Comm. with Amendments, 2nd Reading/Senate Committee with Amendments, 2nd Reading	A
A-3575/S-1902 Kennedy, James Singleton, Troy Scutari, Nicholas	Regulates installation, maintenance, and repair of low-voltage alarm systems. <i>Unnecessary.</i>	Assembly Regulated Professions Committee/2 nd Reading Senate	O
A-3593 Johnson, Gordon	Clarifies that civilian public safety directors of municipal, county, and State police departments do not have police powers.	Assembly Law and Public Safety Committee	A
A-3597 Singleton, Troy DeAngelo, Wayne Space, Parker Phoebus, Gail	Requires certain contractors to register under "The Public Works Contractor Registration Act."	Assembly Labor Committee	A

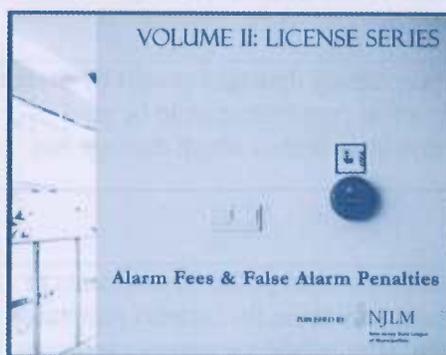
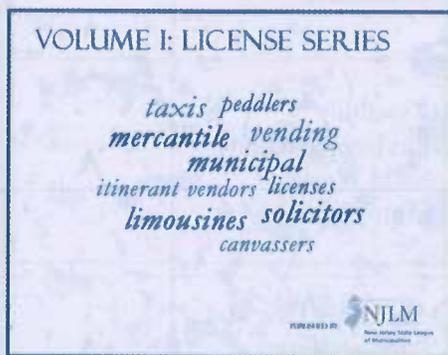
BILL NO. AND SPONSOR	BILL SUMMARY	CURRENT STATUS	LEAGUE POSITION
A-3612/S-2118 Greenwald, Louis Lampitt, Pamela Mosquera, Gabriela Beach, James	Requires counties to design and construct inclusive playgrounds to receive State funding for recreational and conservation purposes. <i>*The Assembly bill was amended to address our concerns and we thank the sponsor. Until those amendments are adopted in the Senate, we must oppose S-2118, due to costs.</i>	Assembly Comm. with Amendments, 2nd Reading/Senate Community & Urban Affairs Committee	A/O*
A-3690 O'Scanlon, Declan	Concerns assessment of real property; requires cessation of all State aid to municipality under certain circumstances when assessments not kept current. <i>Does not quantify how long a municipality must be at the benchmark before withholding aid nor does it take into consideration specific circumstances within municipality.</i>	Assembly State and Local Government Committee	O
A-3714 Eustace, Tim Benson, Daniel	Prohibits sale of municipally-owned sewer or water plant to private entity. <i>Unnecessary State intrusion in a local matter.</i>	Assembly Telecommunications and Utilities Committee	O
A-3719 McKnight, Angela Vainieri Huttel, Valerie Chiaravalloti, Nicholas	Requires public bodies upon request to provide American Sign Language interpreter at public meetings. <i>Redundant, already required under ADA.</i>	Assembly State and Local Government Committee	O
A-3727 O'Scanlon, Declan Peterson, Erik	Offers municipality with life guard pension fund choice in providing pension benefits to life guards.	Assembly State and Local Government Committee	A
A-3756 Burzichelli, John	Increases amount of allowable temporary appropriations by a local unit prior to adoption of its budget from 26.25 percent to 35 percent of its total of appropriations in preceding fiscal year.	Assembly State and Local Government Committee	A
A-3781 Chiaravalloti, Nicholas Kennedy, James	Provides for certain money damages sought by State in cases of environmental contamination to be paid directly to municipalities within which damage has been sustained.	Assembly Environment and Solid Waste Committee	A
A-3783 Zwicker, Andrew	Allows county and municipal police departments to establish designated safe areas for Internet purchase transactions; establishes public awareness campaign.	Assembly Law and Public Safety Committee	A

BILL NO. AND SPONSOR	BILL SUMMARY	CURRENT STATUS	LEAGUE POSITION
A-3784 Zwicker, Andrew	Establishes central registry of residents with special needs for use during emergencies.	Assembly Homeland Security and State Preparedness Committee	A
A-3814/S-1807 Andrzejczak, Bob Land, R. Bruce Van Drew, Jeff	Eliminates requirement that State reimburse municipalities for construction permit surcharge fee revenues foregone due to exemption for disabled veterans. <i>While it may be nominal revenue, the veterans served for all residents of NJ not just one municipality. The reimbursement is appropriate.</i>	Assembly Housing and Community Development Committee/Senate Budget & Appropriations Committee	O
S-2099/A-3728 Vitale, Joseph Turner, Shirley Singleton, Troy	Removes authorization for moving date of Type II school district's annual school election from day of general election in November back to third Tuesday in April.	Assembly Judiciary Committee	A
S-2212/A-3888 Singer, Robert Gusciora, Reed	Prohibits certain third-party property tax appeals.	Senate Community and Urban Affairs Committee/ Assembly State & Local Government Committee	A
S-2213 Doherty, Michael	Requires Director of Division of Taxation to examine feasibility of centralized property tax information system to verify property taxes paid by homestead property tax reimbursement claimants.	Senate Community and Urban Affairs Committee	A

Communication: Legislative Bulletin - June 2016 (Newsletters)

NEWLY UPDATED - AVAILABLE NOW!

Purchase all 3 Volumes at a discounted rate of \$100!



Volumes may be purchased as a set or individually. Visit the League site for pricing. The above Volumes are digital publications, & include Microsoft Excel files containing the data used to compile the booklets. Contact to place orders: Suzanne Allen, (609) 695-3481 x 129.

Visit njslom.org/publications/index.html

UNION COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

BUREAU OF TRANSPORTATION PLANNING

UNION COUNTY TRANSPORTATION ADVISORY BOARD

Draft Meeting Minutes of 4th of May, 2016



RECORD OF THE MEETING

The May 4th, 2016 meeting of the Union County Transportation Advisory Board was called to order at 7:30 PM by the Chairman Roger Stryeski with the Pledge of Allegiance. The Chairman read the required notice pursuant to the Open Public Meetings Act.

“The Chair wishes to announce that pursuant to the requirements of N.J.S.A. 10:4-10 of the Open Public Meetings Act adequate notice of this regular meeting of the Union County Transportation Advisory Board has been given by mailing a meeting schedule to the newspapers circulating within the County of Union and designated to receive such notice, and by posting the 2015 annual meeting schedule with the Office of the County Clerk”.

A roll call of those in attendance was held and the following voting members were present:

ROLL CALL

Attendee

- Hugh Welsh
- Frank Ortiz
- Jack Molenaar
- Walter Tucker
- Renée Banks
- * André Luboff
- John Stewart
- Tony Hall
- Roger Stryeski
- Dan Petrosky
- * Rich Templeton
- Sandy Weinger
- Louis DeSocio
- William Hoover
- Steve Thorpe
- Marv Gersten
- Robert Ehrenbeck

Representing

- Cranford
- Elizabeth
- Fanwood
- Garwood
- Linden
- New Providence
- Plainfield
- Rahway
- Roselle
- Roselle Park (Roselle – Alternate)
- Roselle Park (Alternate)
- Springfield
- Summit
- Union (Alternate)
- Winfield
- Member-at-large
- Member-at-large

Communication: Union County Transportation Advisory Board Minutes - May 4, 2016 (Minutes, Reports, Etc. from the Following)

* Arrived after roll call.

Also in Attendance:

Liza Betz	Union County Bureau of Transportation Planning
Ray Sullivan	Union County Division of Engineering
Ted Ritter	North Jersey Transportation Planning Authority (NJTPA)
Denise Thorpe	Member of the Public, Winfield

It was determined after the roll call that there was a quorum with 15 voting members present.

Chairman Stryeski submitted the UCTAB slate of officers for 2016, proposed by the Nominating Committee after a teleconference was held on April 29:

Roger Stryeski (Roselle)	– Chairman
Renée Banks (Linden)	– First Vice-Chairwoman
John Morgan (Scotch Plains/Westfield)	– Second Vice-Chairman
Robert Ehrenbeck	– Secretary

Mr. Stryeski opened the floor to any other nominations for these positions. None was submitted. Mr. DeSocio proposed the motion to elect these nominees, with Mr. Thorpe seconding. The motion passed by acclaim.

ACCEPTANCE OF MINUTES

The November 2015 minutes were accepted with Messrs. DeSocio proposing and Ortiz seconding. (There was no quorum for the January 2016 meeting, and there was no meeting in March 2016.)

PRESENTATIONS

There were no presentations.

COMMUNICATIONS

Ms. Betz announced the appointment of Renée Banks to represent the City of Linden to the UCTAB for 2016. Also, Mr. Rich Templeton was introduced to the Board as an alternate representative of Roselle Park.

NOTICE OF TRANSPORTATION RELATED UPCOMING MEETINGS

- North Jersey Transportation Planning Authority (NTPA) meetings:

- Monday, May 9, 2016: Board of Trustees meeting, 10:00 AM. NJ Transit Headquarters, One Penn Plaza East, 9th floor, Newark.
- Monday, June 20, 2016: Project Prioritization / Planning & Economic Development Committee joint meeting, 10:00 AM. NJTPA Conference Room, 17th Floor, One Newark Center, Newark, NJ. (973) 639-8400 www.njtpa.org.
- Monday, June 20, 2016: Freight Initiatives Committee, 1:00 PM. NJTPA Conference Room, 17th Floor, One Newark Center, Newark, NJ. (973) 639-8400 www.njtpa.org.
- Tuesday, May 17, 2016: Building Local Resilience to Climate Change: Tools & Sustainable Jersey Actions for Communities, 9:00 AM to 11:30 AM. Middlesex County Fire Academy, 1001 Fire Academy Drive, Sayreville, NJ. www.sustainablejersey.com
- Tuesday, May 24, 2016: Transit Supportive Development Forum, 8:30 AM to 1:00 PM. NJIT Campus Center Ballroom, 150 Bleeker Street, Newark, NJ. (973) 639-8414 www.njtpa.org
- Thursday, June 23, 2016: NJ Bicycle and Pedestrian Advisory Council (NJ BPAC), 10:30 AM to 12:00 PM. Edward J. Bloustein School of Planning and Public Policy, Rutgers University, 33 Livingston Avenue, Fourth Floor, New Brunswick, NJ. www.njbikeped.org

REPORTS

From Ms. Betz:

Two meetings for the Union County Transportation Master Plan took place on April 25 at the Cranford Community Center: the Steering Advisory Committee and the Public Meeting. At the Steering Advisory Committee we handed out and discussed the key strategies. At both meetings, following a PowerPoint, attendees participated in a voting prioritization exercise. We asked those attending to spend ten “Union County Dollars.” Participants spent them in the six stations representing different travel modes plus climate resiliency.

The other key delivery of the project is the Union County Public Transportation Map; two copies of the most recent revision were brought to the meeting for the TAB membership to review. A draft copy of the Transportation Master Plan was also brought to the meeting.

On the list of Transportation-related meetings, of note is the Transit Supportive Development Forum scheduled for May 24, 2016 at NJIT in Newark. It’s an opportunity to learn more about transit-supportive land use decisions. The speakers are from experienced municipalities and developers as well as from federal and state offices with grant opportunities.

The Bicycle Pedestrian Advisory Council (BPAC) meets at Rutgers University bi-monthly and the next meeting is on June 23. BPAC advocates for better means to walk and ride through better design, education, engineering and legislation.

The Safe Routes to School Program started to accept applications through the NJDOT SAGE system on March 31 for this year's round and they are due on or before June 27, 2016. Eligible projects are infrastructure improvements to improve safety in the area around schools. The purpose of the Program is to make walking to school safer for the children. For non-infrastructure improvements, municipalities and schools work with EZ Ride, Union County Transportation Management Association.

From Mr. Sullivan:

- 2016 State ATP (Annual Transportation Plan) annual road resurfacing program:
 - 20 miles of road resurfacing
 - Application submitted during the 1st quarter of 2016 (\$4.1M)
- 2016 State Local Bridge Future Needs:
 - Applications for two bridge replacements submitted during the 1st quarter 2016 (\$2M)
- 2015 State Local Bridge Future Needs – Three bridges are authorized candidates (\$2M):
 - Husa Street (Linden)
 - Elm/Orchard (Westfield)
 - Tracy Drive over Lake Surprise (Mountainside)
- Federal/Local Safety 2015:
 - West 7th Street corridor intersections, Plainfield (\$1.1M)
- Federal/Local Safety 2016:
 - Front Street corridor intersections, Plainfield (\$1.1M)
- Federal/State:
 - Gordon Street Bridge right-of-way acquisitions: Progress.

From Mr. Ritter:

Ted Ritter, NJTPA staff, said the NJTPA is now in the middle of its second successful Street Smart NJ pedestrian safety education campaign. He explained that Street Smart is a program designed to improve safety for pedestrians and drivers by focusing on messages like Obey Speed Limits, Use Crosswalks, Wait for the Signal, and Heads Up/Phones Down. Teams have been working with law enforcement, the media, local towns, and local businesses...handing out tip cards and holding press events to get the word out. This year Street Smart is in seven towns,

including Elizabeth. Details about the campaign and the new Street Smart video can be seen at <http://bestreetsmartnj.org/>

Mr. Ritter said the NJTPA published its semi-annual In Transition magazine. This edition, which he distributed, focuses on e-commerce...and some of the cutting-edge developments in how we transport and distribute goods in the region. Ritter said UCTAB members can sign up for a free subscription at www.intransitionmag.org.

Mr. Ritter said the NJTPA recently held the latest in its series of DO-IT workshops. DO-IT stands for Developing Opportunities for Innovation in Transportation. It is a way of factoring in some of the latest technologies and trends into the NJTPA's long-range regional planning. This workshop was held at Panasonic's headquarters in downtown Newark and focused on ways to use social media to help create great places to live, work, and shop in the region.

Mr. Ritter said the NJTPA on May 3 held a kickoff event at Rutgers in Newark for Together North Jersey 2.0. He said Together North Jersey was a major collaboration between the NJTPA, Rutgers, and many other partners across the state to come up with a long-range plan to make the region more competitive, efficient, livable, and resilient. It took three years to develop and prepare the Plan and now it's time to start implementing it. Mr. Ritter said Union County and the City of Elizabeth have been strong partners in this effort so far, and he said the NJTPA will keep the TAB informed about any new projects, programs, or potential grant opportunities for Union County.

Finally, Mr. Ritter said the NJTPA's website is one of the best ways to keep up with what's going on at the NJTPA and TAB members also can connect with the NJTPA via social media at Facebook, Twitter, and LinkedIn.

LOCAL ISSUES

Mr. Hall described his recent experience of being struck by a motorist and rendered unconscious as he was using the crosswalk (with the light) at the intersection of St. George Avenue and W. Lake Street in Rahway.

Mr. Welsh mentioned that there have been complaints aired at recent township council meetings in Cranford regarding the smell of garbage emanating from trains on the Lehigh Line when they are stopped while holding for signal.

Chairman Stryeski mentioned that any work involving the Gordon Street bridge in Roselle Park might be complicated by the existence of a tunnel connecting the two buildings on either side of the bridge approach. These buildings, currently owned by Romerovski Brothers, is a historical site, as it was once the site of the Marconi Wireless Company.

Mr. Luboff mentioned that the Lantern Hill senior community, located at the corner of Mountain Avenue and South Street in New Providence, will begin a limited opening in six weeks and a full opening in the fall.

Mr. Hoover mentioned the apartment development of the former Red Devil site on Vauxhall Road in Union has reached an occupancy rate of 65%.

Mr. Ehrenbeck mentioned that the proposed apartment redevelopment project across from the train station in Garwood was approved by the planning board, and now moves to a vote in the Borough Council.

OLD BUSINESS / NEW BUSINESS / PUBLIC INPUT

Old business:

No old business was covered.

New business:

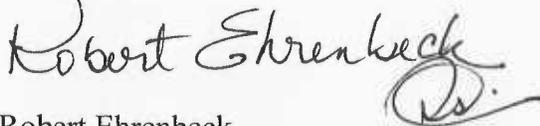
Mr. Welsh mentioned that per the UCTAB bylaws, the UCTAB acts as primary on-staff advisors to the Freeholders with respect to transportation issues. As such, he suggested that a UCTAB subcommittee be formed to review the Union County Transportation Master Plan and provide comments to the UCTAB. Mr. Luboff volunteered to chair the subcommittee.

The next UCTAB meeting will be held on July 6, 2016.

ADJOURNMENT

The meeting was adjourned at 9:20 PM by the Chairman, with Messrs. Hall proposing and DeSocio seconding.

Respectfully submitted,



Robert Ehrenbeck
Secretary

RE/re
Attachment: Membership list

**UNION COUNTY TRANSPORTATION ADVISORY BOARD
MEMBERSHIP
2016**

Municipal Representative	Name
Berkeley Heights	Joseph Niosi
Berkeley Heights (Alternate)	Jeanne Kingsley
Clark	Steven Hund
Cranford	Hugh Welsh
Cranford (Alternate)	Ron Zuber
Elizabeth	Frank Ortiz
Fanwood	Jack Molenaar
Garwood	Walter Tucker
Hillside	
Kenilworth	Kevin Leary
Linden	Renée Banks
Mountainside	Robert Messler
Mountainside (Alternate)	Michael Disko, Jr.
New Providence	André Luboff
Plainfield	John Stewart
Rahway	Tony Hall
Roselle	Roger Stryeski
Roselle (Alternate)	Dan Petrosky
Roselle Park	Dan Petrosky
Roselle Park (Alternate)	Rich Templeton
Scotch Plains	John Morgan
Springfield	Sandy Weinger
Springfield (Alternate)	Kathy Silance
Summit	Louis DeSocio
Union	Joseph Venezia
Union (Alternate)	William Hoover
Westfield	John Morgan
Westfield (Alternate)	George Lanzano
Winfield	Steve Thorpe
Member-At-Large	
Westfield	Marv Gersten
Garwood	Robert Ehrenbeck

BOLD PRINT – in receipt of appointment letter for 2016



Summit Fire Department Monthly Fire Prevention Inspection Report May 2016

FIRE INSPECTIONS	Life Hazard	In-Service	Construction	Permits	Fire Drills	May-16	May-15	Year to Date 2016	Year to Date 2015
Theaters & Auditoriums							2	12	13
Nightclubs & Clubs	13		3			16	16	55	41
Restaurants	1	24		19		44	76	184	182
Churches	9	8	1	3	3	24	6	66	57
Professional Services	7	1	8	2		18	12	136	124
Florists/Laundries	3			2		5	4	12	3
School Day Care (*2 1/2 yr +)	19	16	5	4		44	41	129	102
Fabrication								8	1
Industrial Labs	2		4	2		8	7	39	24
A & D Centers	2		2			4		18	14
Hospitals	7		4			11	11	30	28
Child Care (Infants)	20					20	16	34	18
Jails, Retail, Gas Stations	6	4	14			24	14	64	53
Hotels/Motels								6	6
Rooming Houses							2	9	23
Multi-family apartments	3	8	9			20	22	76	55
One & Two family units		4	21			25	13	150	122
Storage, auto repair & lumber yds.								35	24
Metals, low storage & food products								6	12
TOTAL ALL INSPECTIONS	92	65	71	32	3	263	242	1,069	902

FIRE EDUCATION PROGRAMS	May-16	May-15	2016	2015
			Year to Date	Year to Date
Fire Prev. Programs off-site	2	10	6	12
Fire Prev. Programs in-station	5	3	5	3
Fire Extinguisher Training	2		2	
TOTAL	9	13	13	15

PLAN REVIEWS	May-16	May-15	2016	2015
			Year to Date	Year to Date
Total Plans Reviewed	35	27	168	124
Total Site Plans Reviewed	13	7	48	32

Prepared by Chief & Fire Official Eric P. Evers

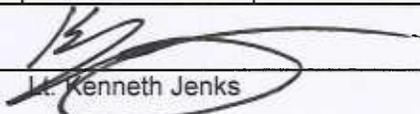
Communication: Summit Fire Department Report - May 2016 (Minutes, Reports, Etc. from the Following)



Summit Fire Department Monthly Fire Activity Response Report May 2016

Fires	May-16	May-15	2016 To Date	2015 To Date
Fires Inside Structures	9	9	30	36
Fires Outside Structures				
Vehicle Fires	2		7	9
Tree/Brush/Grass/Refuse Fires		2	5	16
All Other Types of Fires	1		6	1
Mutual Aid Task Force Responses				
Total Fires	12	11	48	62
Emergencies				
Hazardous Conditions	9	16	53	74
Electrical Hazards		7	69	55
Motor Vehicle Accidents	12	4	22	19
Mutual Aid Station Coverage	5		7	4
Service Calls (Lock-Outs, Water Removal, etc.)	17	29	128	164
Good Intent Calls	21	17	102	88
Miscellaneous Calls (Assist Police, Stand-By, Special Services)	15	11	65	47
CO Detector Activations	1	1	8	11
Total Emergencies	80	85	454	462
Rescues				
Motor Vehicle Extrications	1	8	3	17
Elevator Emergencies, Searches, etc.	1	1	5	6
Emergency Medical Calls	33	29	176	176
Total Rescues	35	38	184	199
Alarm Activations				
Malicious False Alarms	1		2	4
Accidental, Malfunctions, Honest Mistakes	41	48	217	226
Total Alarm Activations	42	48	218	230
Total Number of Responses	169	182	904	953

Prepared by


 Lt. Kenneth Jenks



71 Summit Avenue
Summit, New Jersey 07901

908-273-1100 tel
908-273-0030 fax
info@familypromise.org

www.familypromise.org

July 13, 2016

City Clerk
City of Summit
512 Springfield Avenue
Summit, NJ 07901

Re: Family Promise, Inc. 2015 Annual Report & Financial Statements

Dear Sir,

In accordance with Article XX of the lease between the City of Summit and Family Promise, Inc., I enclose a 2015 Annual Report and audited Financial Statements as of December 31, 2015.

Sincerely,

Shari T. Competiello

Shari T. Competiello
Office Manager

cc: Claas Ehlers
President

Communication: Family Promise, Inc. - 2015 Annual Report & Financial Statements (Minutes, Reports, Etc. from the Following)

#22 page 2015 Annual Report booklet available for review in C7...

FAMILY PROMISE, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2015

Communication: Family Promise, Inc. - 2015 Annual Report & Financial Statements (Minutes, Reports, Etc. from the Following)

FAMILY PROMISE, INC.

DECEMBER 31, 2015

CONTENTS

	<u>PAGE</u>
Independent Auditors' Report	1-2
<u>Financial Statements</u>	
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Schedule Capital Campaign Income and Costs	7
Notes to Financial Statements	8-14
Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards	15-16

SIMONTACCHI, MILLER & DeANGELIS, PA
 CERTIFIED PUBLIC ACCOUNTANTS

170 E. MAIN STREET
 ROCKAWAY, NEW JERSEY 07866

TEL: (973) 664-1140
 FAX: (973) 664-1145

Independent Auditors' Report

**To the Board of Trustees of
 Family Promise, Inc.
 Summit, New Jersey**

Report on the Financial Statements

We have audited the accompanying financial statement of Family Promise, Inc., which comprise the statement of financial position as of December 31, 2015, and the related statements of activities, functional expenses and cash flows, and Schedule of Capital Campaign Income and costs for the year ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Promise, Inc. as of December 31, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 17, 2016 on our consideration of Family Promise, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Family Promise, Inc.'s internal control over financial reporting and compliance.



Simontacchi, Miller & DeAngelis, PA
Rockaway, NJ
March 17, 2016

FAMILY PROMISE, INC.

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2015

ASSETS

	<u>2015</u>
Assets:	
Cash and Equivalents - Operating Bank Accounts	\$456,832
Capital Campaign:	
Money Market Fund	39,773
Investments	886,076
Prepaid Expenses	<u>7,577</u>
Total Current Assets	<u>1,390,258</u>
Property and Equipment:	
Office Equipment and Furniture, Summit, NJ	315,062
Web-Site	45,140
Office Equipment and Furniture, Union County, NJ	40,227
Transportation Equipment	<u>34,292</u>
Total	434,721
Less: Accumulated Depreciation	<u>338,090</u>
Total Property and Equipment	96,631
Pre-paid Rent/Leasehold Improvements, Summit, NJ	
Less: Accumulated Amortization \$550,125	148,505
Pre-paid Rent/Leasehold Improvements, Union County, NJ	
Less: Accumulated Amortization \$21,168	31,750
Security Deposit	<u>900</u>
Total Assets	<u>\$1,668,044</u>

LIABILITIES AND NET ASSETS**Current Liabilities:**

Accounts Payable and Accrued Expenses	\$ 23,349
---------------------------------------	-----------

Net Assets

Unrestricted	1,027,656
Temporarily Restricted	<u>617,039</u>

Total Net Assets	<u>1,644,695</u>
-------------------------	------------------

Total Liabilities and Net Assets	<u>\$1,668,044</u>
-----------------------------------------	--------------------

See Accompanying Notes to Financial Statements

FAMILY PROMISE, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2015

<u>Changes in Net Assets</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support - Operations			
Individuals	\$ 275,792	\$ -	\$ 275,792
Congregations	51,433		51,433
Interest, Dividend and realized Capital	-	-	-
Loss Income	(419)	-	(419)
Foundations	147,125	116,300	263,425
Corporations	155,810	35,000	190,810
Civic Organizations	4,216	-	4,216
Fund Raising Events	398,903	7,500	406,403
Government	68,030	-	68,030
Sales, Networks and Other Income	433,255	-	433,255
Transfer Endowment	(40,000)	-	(40,000)
Net Assets released from Restriction	141,419	(141,419)	-
Total Support	<u>1,635,564</u>	<u>17,381</u>	<u>1,652,945</u>
Expenses:			
Program Services	1,430,557	-	1,430,557
Management and General	117,813	-	117,813
Fund Raising	<u>134,640</u>	<u>-</u>	<u>134,640</u>
Total Expenses	<u>1,683,010</u>		<u>1,683,010</u>
Increase (Decrease) in Net Assets - Operations	<u>(47,446)</u>	<u>17,381</u>	<u>(30,065)</u>
Depreciation and Amortization	33,904	-	33,904
Amortization of Rent Expense	<u>49,396</u>	-	<u>49,396</u>
Total Depreciation and Amortization	<u>(83,300)</u>	-	<u>(83,300)</u>
Increase (Decrease) in Net Assets - Capital Campaign	<u>36,555</u>	<u>(39,062)</u>	<u>(2,507)</u>
Total Increase (Decrease) in Net Assets	(94,191)	(21,681)	(115,872)
Net Assets - Beginning of Year	<u>1,121,847</u>	<u>638,720</u>	<u>1,760,567</u>
Net Assets - End of Year	<u>\$ 1,027,656</u>	<u>\$ 617,039</u>	<u>\$ 1,644,695</u>

See Accompanying Notes to Financial Statements

FAMILY PROMISE, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2015

Cash Flows from Operating Activities:

Decrease in Net Assets	\$(115,872)
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation and Amortization	83,300
Unrealized Loss on Investments	39,062
(Decrease) in Accounts Payable	(3,039)
(Decrease) in Prepaid Expenses	<u>2,961</u>
Net Cash Provided by Operating Activities	<u>6,412</u>

Cash Flows from Investing Activities:

Purchase of Office Equipment	(6,200)
Purchase New Web Site	(31,609)
Increase in Investments	<u>(36,555)</u>
Net Cash Used by Investing Activities	<u>(74,364)</u>
Net Increase in Cash	(67,952)
Cash - Beginning of Year	<u>524,784</u>
Cash - End of Year	<u>\$ 456,832</u>
Cash Paid for Income Taxes	\$ - 0 -
Cash Paid for Interest	\$ - 0 -

FAMILY PROMISE, INC.

SCHEDULE CAPITAL CAMPAIGN INCOME AND COSTS
YEAR ENDED DECEMBER 31, 2015

<u>Changes in Net Assets</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support and Other Income			
Network Development			
Individuals	\$ -	\$ -	\$ -
Interest, Dividend and realized Capital Gains Income	-	-	-
Subtotal	<u>-</u>	<u>-</u>	<u>-</u>
Endowment			
Individuals	-	-	-
Foundations	-	-	-
Sale of Securities Loss/Realized	(36,567)	-	(36,567)
Interest and Dividends	42,351	-	42,351
Unrealized Investment Loss	-	(39,062)	(39,062)
Funds Received from Operating	40,000	-	40,000
Subtotal	<u>45,784</u>	<u>(39,062)</u>	<u>6,722</u>
Total Support and Other Income, less Unrealized Loss on Investments	<u>45,784</u>	<u>(39,062)</u>	<u>6,722</u>
Expenses and Funds Transfer			
Dues and Fees Endowment	9,229	-	9,229
Total	<u>9,229</u>	<u>-</u>	<u>9,229</u>
Increase (Decrease) in Net Assets - Capital Campaign	<u>\$ 36,555</u>	<u>\$ (39,062)</u>	<u>\$ (2,507)</u>

See Accompanying Notes to Financial Statements

FAMILY PROMISE, INC.

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015**

Note 1: Nature of Activities and Summary of Significant Accounting Policies

a. Nature of Activities

Family Promise, Inc., (formerly known as The National Interfaith Hospitality Networks, Inc.) is a non-profit, non-denominational, volunteer-based organization that mobilizes communities to help homeless and low-income families achieve sustainable independence through the creation of local network programs. The Organization is supported primarily through donor contributions and grants.

b. Recognition of Donor Restrictions

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. Certain grants cover several years with payments made each year. The payments are recognized each year as received to have a proper matching of support and expenditures.

c. Contributed Services

During the year ended December 31, 2015, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization.

d. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

e. Property and Equipment

Donations of property and equipment are recorded as support at their estimated Fair Value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in services as instructed by the donor.

FAMILY PROMISE, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015**Note 1: Nature of Activities and Summary of Significant Accounting Policies (cont'd)****e. Property and Equipment (cont'd)**

The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Furniture and equipment is depreciated using the straight-line method. The estimated useful lives are from 5 to 7 years.

Repairs and maintenance which do not extend the useful life of the related assets are expensed as incurred. Depreciation expense for the year ended December 31, 2015 amounted to \$33,904.

f. Leasehold Improvements

In 1999 and 2000, the Organization paid a total of \$698,630 for renovations to the building in downtown Summit, New Jersey. The renovations were in lieu of rent for a period of 20 years. The improvements through the year ended December 31, 2003 had been depreciated over 30 years. The balance was \$605,573 at December 31, 2003. This balance will be amortized over 16 years, the remaining period of the lease, at \$37,848, per year (see Note 3).

g. Financial Statement Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards, Financial Statements of Not-for-Profit Organizations. Under this statement, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows.

h. Contributions

The Organization has elected to adopt Statement of Financial Accounting Standards, Accounting for Contributions Received and Contributions Made. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

FAMILY PROMISE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

Note 1: Nature of Activities and Summary of Significant Accounting Policies (cont'd)

i. Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is subject to audit by Government Agencies. The open years are 2012 - 2015.

j. Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

k. Concentration of Risk

The Organization limits its credit risk by depositing funds only in financial institutions with high credit ratings. Cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There was approximately \$207,100 in deposits, above \$250,000 in a financial institution at December 31, 2015. The organization does not anticipate non-performance by the bank. Other cash is in accounts with two national investment firms and is insured under SPIC for the full amount. Receivables may be due from State agencies or other organizations with whom the Organization has an established record of collection.

l. Investments

Investments in marketable securities are reflected at market value as of the balance sheet date. The change in market value from the prior year is reflected as realized or unrealized gains or losses on investments.

FAMILY PROMISE, INC.

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015**

Note 2: Restriction on Net Assets

Temporarily restricted net assets are available for subsequent years:

Source:

Foundations	\$ 116,300
Government Grant	16,500
Corporations	35,000
Fundraising 2014 Fall Fling	7,500

Capital Campaign:

Individuals - Endowment	212,214
Foundations - Endowment	197,400
Individuals - Affiliate Development	2,750
Union County	2,006
Unrealized Gain on Securities	<u>27,369</u>
Total	<u>\$617,039</u>

Included in cash and investments are capital campaign contributions

Endowment	\$925,849
-----------	-----------

These funds are temporarily restricted and will be used to develop new networks and with other organization programs as determined by the Board of Trustees.

Note 3: Leasing Arrangements

- a. During 2015, the Organization did not pay any rent on the building in downtown Summit. Under the lease agreement, the Organization was obligated to pay rent starting February, 1999, until such time as they occupy the premises. The Organization moved in to the premises during the first quarter of 2000. The Organization paid for the building renovations in lieu of rent for the next 20 years. The leasehold improvements are being amortized over the 20 years and show as Amortization/Rent in the Statement of Activities. (See Note 1 f.)

FAMILY PROMISE, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015**Note 3: Leasing Arrangements (cont'd)**

- b. In June 2005, the Organization leased space on the first floor of the building. The lease runs for the balance of the original 20-year lease, 15 years. The rent is at \$2,795.50, per month. A portion of the first floor is sub-leased at a rent of \$1,364 per month, which is paid to this organization. The sub-tenant reimburses the organization for utilities as per the sub-lease agreement. The gross rent for the period January 1, 2015 through December 31, 2015 was \$33,546 and the net amount after sub-lease payments was \$17,178. Future gross rentals are as follows:

<u>Year Ended December 31,</u>	<u>Gross</u>	<u>Net</u>
2016	\$ 33,546	\$ 17,178
2017	33,546	17,178
2018	33,546	17,178
2019	33,546	17,178
2020	<u>33,546</u>	<u>17,178</u>
	<u>\$167,730</u>	<u>\$ 85,890</u>
Total		

The Organization leased premises for its Family Promise – Union County Program in Elizabeth, New Jersey. The term of the lease is from January 1, 2013 to December 31, 2017. In consideration of the cost of the renovations made by the lessee, estimated to be \$62,500, the lessee shall occupy the leased premises at a rent of zero dollars (\$0.00) and shall have no other obligations or payments for rent during the term of the lease.

Note 4: Investments

Investments had a net unrealized loss of \$39,062 for the year ended December 31, 2015. The accumulated unrealized gain at December 31, 2015 was \$27,369.

Investments in the year ended December 31, 2015 were as follows:

<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized (Gain)</u>
\$858,707	\$886,076	\$27,369

Sales of investments in the year ended December 31, 2014 were \$412,017 with a realized loss of \$36,567.

The investment funds are in the capital campaign endowment account with a large national bank and there is an operating fund with Fidelity Investments.

FAMILY PROMISE, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015**Note 5: Fair Value Measurements**

The Organization's financial instruments consist primarily of cash and cash equivalents, investments, accounts payable and accrued expenses.

The carrying value of cash and cash equivalents, accounts payable and accrued expenses approximate their fair value due to the short-term nature of such instruments.

The Organization's investments are reported at fair value in the accompanying statement of financial position.

	December 31,
	<u>2015</u>
Fair Value	<u>\$886,076</u>
(Level 1)	
Quoted Prices in Active	
Markets for Identical Assets	<u>\$886,076</u>

FASB "Fair Value Measurements", establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority, Level 2 inputs consist of observable inputs other than quoted prices for identical assets, and Level 3 inputs have the lowest priority. The Organization uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. No Level 2 or 3 inputs were used for the organization's investments.

Level 1 Fair Value Measurements

The fair value of equity securities is based on quoted net asset value of the shares held by the organization at year-end.

FAMILY PROMISE, INC.

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015**

Note 6: Retirement Plan

The Company has a 403(B) Annuity Plan with Metropolitan Life Insurance Company. An employee becomes a Participant in the Elective Deferral portion of the Plan on his/her first day of employment with the employer. The Participant is eligible for the matching and non-elective contribution after 12 months of employment (not exceeding 12 months for Safe Harbor contributions and not exceeding 24 months for other contributions). If employed more than 12 months, 100% vesting is required. The Company's contribution for the year ended December 31, 2015 was \$20,492.

Note 7 Government Grant

In 2013, The Organization received a grant of federal funds in the amount of \$33,000 under the Shelter and Support Services for Homeless Families, 2013 Program. The grant passed through the New Jersey Department of Community Affairs, Division of Housing and Community Resources. The funds were all expended on a 15 passenger van used for transportation of homeless families temporarily residing at the Organization's facility in Elizabeth, New Jersey.

The van was purchased on May 29, 2013. On each anniversary date for four years, 25% of the grant will be forgiven by the Department upon submission to the Department of a certification by the grantee that the van is being utilized for the transportation of homeless families temporarily residing at the emergency shelter. The forgiveness is \$8,250 per year. As of December 31, 2015, the \$16,500 is shown as Temporarily Restricted (see Note 2).

In 2015 the Organization received a grant of \$68,030 from the Board of Chosen Freeholders of the County of Union, New Jersey for emergency assistance to residents to avoid Homelessness and remain in their residence as a result of rental payments.

Note 7 Subsequent Events

The Organization has evaluated subsequent events through March 17, 2016 which is the date the financial statements were available to be issued, and determined that there were no additional subsequent events to recognize in these financial statements.

SIMONTACCHI, MILLER & DeANGELIS, PA
 CERTIFIED PUBLIC ACCOUNTANTS

170 E. MAIN STREET
 ROCKAWAY, NEW JERSEY 07866

TEL: (973) 664-1140
 FAX: (973) 664-1145

**Report On Internal Control Over Financial Reporting
 And on Compliance and Other Matters
 Based on an Audit of Financial Statements Performed in
 Accordance with *Government Auditing Standards***

**To The Board of Trustees
 Family Promise, Inc.
 Summit, New Jersey**

We have audited the financial statements of Family Promise, Inc. as of and for the year ended December 31, 2015, and have issued a report thereon dated March 17, 2016. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of Family Promise, Inc is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Family Promise, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness or of the entity's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the entity's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Family Promise, Inc's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended for the information of the audit committee, management and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Simontacchi, Miller & DeAngelis, PA

Simontacchi, Miller & DeAngelis, PA
 Rockaway, NJ 07866
 March 17, 2016



7-7-2016

Greetings,

G6 Hospitality / Motel6 / Studio6 are currently reviewing all accounts to verify that our email information is current and up to date. We would like to ask for your assistance with this task and request that you please provide us with a current email address for your organization.

Please email us at G6ARBilling@g6hospitality.com with a brief email including your company name and customer number along with any updated contact information.

Please feel free to reach out to us at the number or email listed below with any questions you may have.

Sincerely,

G6 Hospitality, LLC

Accounts Receivable Department
G6ARBilling@g6hospitality.com
972-360-5622

FP
84211

W

stay
to



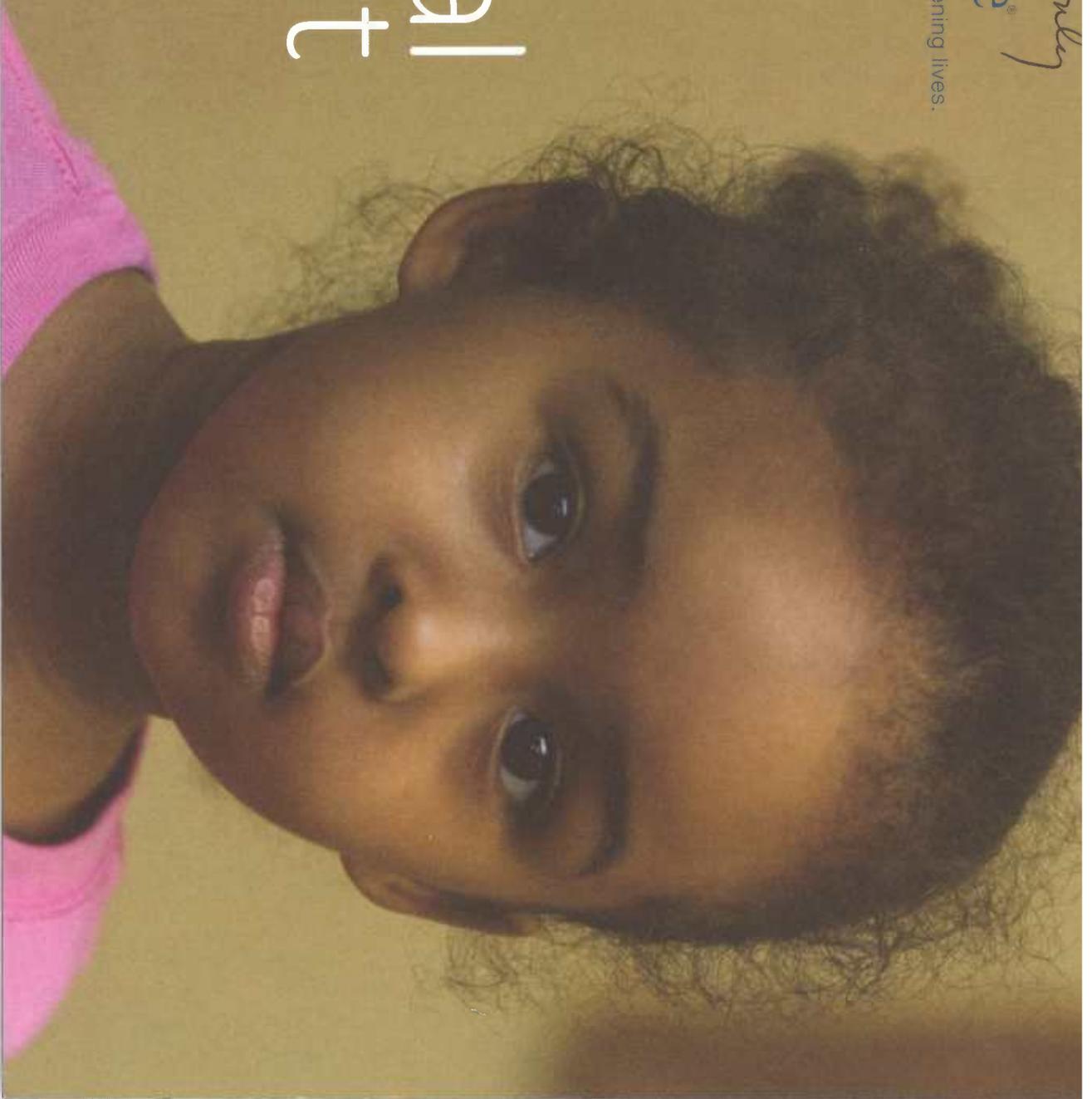
Family Promise®

Building communities, strengthening lives.

GI-Cover only



Annual Report 2015



Communication: Family Promise, Inc. - 2015 Annual Report & Financial Statements (Minutes, Reports, Etc. from the Following)