

1. 7:30 P.M. Agenda

Documents:

[9-20-2016 AGENDA APPROVED1356.PDF](#)

2. 7:30 P.M. Agenda Packet

Documents:

[9-20-16 AGENDA PACKET 1356.PDF](#)



# Common Council of the City of Summit

Closed Session Agenda for Tuesday, September 20, 2016

**6 : 5 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)
  - Extension of Sick Leave with Pay - DCS Employee
  - Declare Vacancy - Part-Time Parking Enforcement Officer
  - Declare Vacancy – City Clerk’s Office
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)

- known for discussion
- \* known for consideration

◆ Council Appointments:

- Affordable Housing Committee (1 HA Rep)
- Air Traffic Noise Advisory Board, UC (1 Alt.)
- Historic Preservation (Alt. 2, Class C Res.)
- Housing Authority (1)
- Naming & Sponsorship Committee (1)
- Parking Advisory Committee, Summit (1)
- Passaic River Greenway Task Force (6)
- Shade Tree Advisory Board (1 Builder/Dev.)
- Zoning Board (Alt. 3)

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.

## ADJOURN CLOSED SESSION



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**Regular Meeting Agenda for Tuesday, September 20, 2016**  
**7:30 PM**

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**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 12:00 pm – 1:00 am Dept. of Community Services  
Sun, Lizza, Cascais

**LAW COMMITTEE**

*Second Meeting of the Month* 6:00 pm – 6:45 pm Small Conference Room  
Ogden, Naidu, Licatase, 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**

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## **ROLL CALL**

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

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Regular and Closed Session Minutes of September 6, 2016

### **REPORTS**

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

## **PRESENTATIONS**

Certificates of Recognition by Mayor – Summit Step Team – 2016 Six Flags National Champions – 1<sup>st</sup> Place

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<u>Number</u>	<u>Title</u>	<u>Hearing Date</u>
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### **SAFETY**

(ID # 4448)	Ordinance Amending “The Code” Chapter VII, Traffic, Section 7-19, Mid-Block Crosswalks ( <i>Springfield Avenue at Park and Ride</i> )	10/5/2016 ( <i>Wed.</i> )
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ID #	Authorize Settlement Agreement – Affordable Housing ( <i>Pending Closed Session Discussion</i> )
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### **FINANCE/PERSONNEL**

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(ID #4469)	2. Support Fairness Formula for Equal School Funding and Property Tax Relief
(ID # 4459)	3. Authorize Extension of Sick Leave with Pay - DCS Employee ( <i>Pending Closed Session Discussion</i> )
(ID #4471)	4. Declare Vacancy – City Clerk’s Office ( <i>Pending Closed Session Discussion</i> )

### **GENERAL SERVICES**

- (ID # 4411) 1. Amend Professional Services Agreement - Tatlock Tennis Court Replacement Project Construction Administration and Inspection Services - Additional Fees - \$5,677.04
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- (ID # 4404) 3. Authorize Special Event Parking Fee - Far Hills Steeplechase Parking
- (ID # 4440) 4. Authorize Contract Execution - Community Development Block Grant (CDBG) Year 42
- (ID # 4456) 5. Declare Vacancy - Part-Time Parking Enforcement Officer (*Pending Closed Session Discussion*)

### **SAFETY**

- (ID # 4437) 1. Appoint Two New Volunteer Firefighters
- (ID # 4463) 2. Authorize State Contract Purchases - 3 Year Lease/Purchase of Two (2) Police Vehicles - \$18,827.97 per year

### **WORKS**

- (ID # 4464) Authorize National Cooperative Purchase - National Joint Powers Alliance - Purchase of Knuckle Boom Truck - \$175,270.83

## **CONSENT AGENDA**

### **GENERAL SERVICES**

- (ID # 4433) Authorize Refunds - Department of Community Programs

### **SAFETY**

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- (ID # 4395) 2. Letter – Summit Downtown Inc., re Request Permanent Free Parking Holiday for the Saturday after Thanksgiving

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### **ADJOURNMENT REGULAR MEETING**

### **CLOSED SESSION (IF NEEDED AND AUTHORIZED)**

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City Clerk' Office



TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE:

### **SUMMARY**

The owner of the property at #1 Springfield Avenue has approached the City in a desire to have a mid-block crosswalk installed across Springfield Avenue, to provide direct access to the Park and Ride lot and bus routes. The property owner would fund the installation which includes a rapid flashing beacon system to enhance the safety at this intersection. This concept has been discussed and approved by the Safety Committee. As this section of Springfield Avenue is a County Road, concurrent approval would be required.

The City completed arrangement with Merck approximately four (4) years ago. Once the ordinance is established, a separate resolution would be required to formalize an agreement with the County and property owner.

At this time, I recommend that this ordinance be introduced.

<b>ORDINANCE #</b>	<b>(ID # 4448)</b>
Introduction Date:	9/20/2016
Hearing Date:	10/5/2016
Passage Date:	
Effective Date:	

**AN ORDINANCE AMENDING “THE CODE” CHAPTER VII, TRAFFIC, SECTION 7-19, MID-BLOCK CROSSWALKS [Springfield Avenue at Park and Ride]**

*Ordinance Summary: This Ordinance amends Section 7-19 of the Revised General Ordinances of the City of Summit and provides for a mid-block crosswalk to allow direct access across Springfield Avenue to the Park and Ride Lot and bus routes beginning at a point 440 feet west of the northerly curb line of Broad Street and extending to a point 8 feet westerly therefrom.*

WHEREAS, the owner of the property located at One Springfield Avenue, Block 3802, Lot 27, has expressed to the City a desire to place a mid-block crosswalk across Springfield Avenue so as to provide direct access to the Park and Ride Lot and bus routes, and

WHEREAS, the property owner would be responsible for funding the costs associated with the installation, which would include a rapid flashing beacon system to enhance safety at this crosswalk, and

WHEREAS, the Safety Committee has reviewed the request and recommends the installation of a mid-block crosswalk on Springfield Avenue.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, as follows:

Section 1. That Section **7-19, MID-BLOCK CROSSWALKS**, -- Mid-block crosswalks are hereby established at the following described locations -- of the Code shall be amended and supplemented as follows:

<i>Name of Street</i>	<i>Location</i>
Springfield Avenue <u>(CR#527)</u>	<u>Beginning at a point 440 feet west of the northerly curb line of Broad Street and extending to a point 8 feet westerly therefrom.</u>

Section 2. That the property owner of One Springfield Avenue, Block 3802, Lot 27, be and it shall hereby be responsible for all costs associated with the improvements, as well as legal and notice fees associated with the implementation of this ordinance.

Section 3. All ordinances or parts of ordinances inconsistent herewith are hereby repealed and this ordinance shall take effect upon certification by the City Engineer and approval of Union County and after final passage and publication as provided by law.

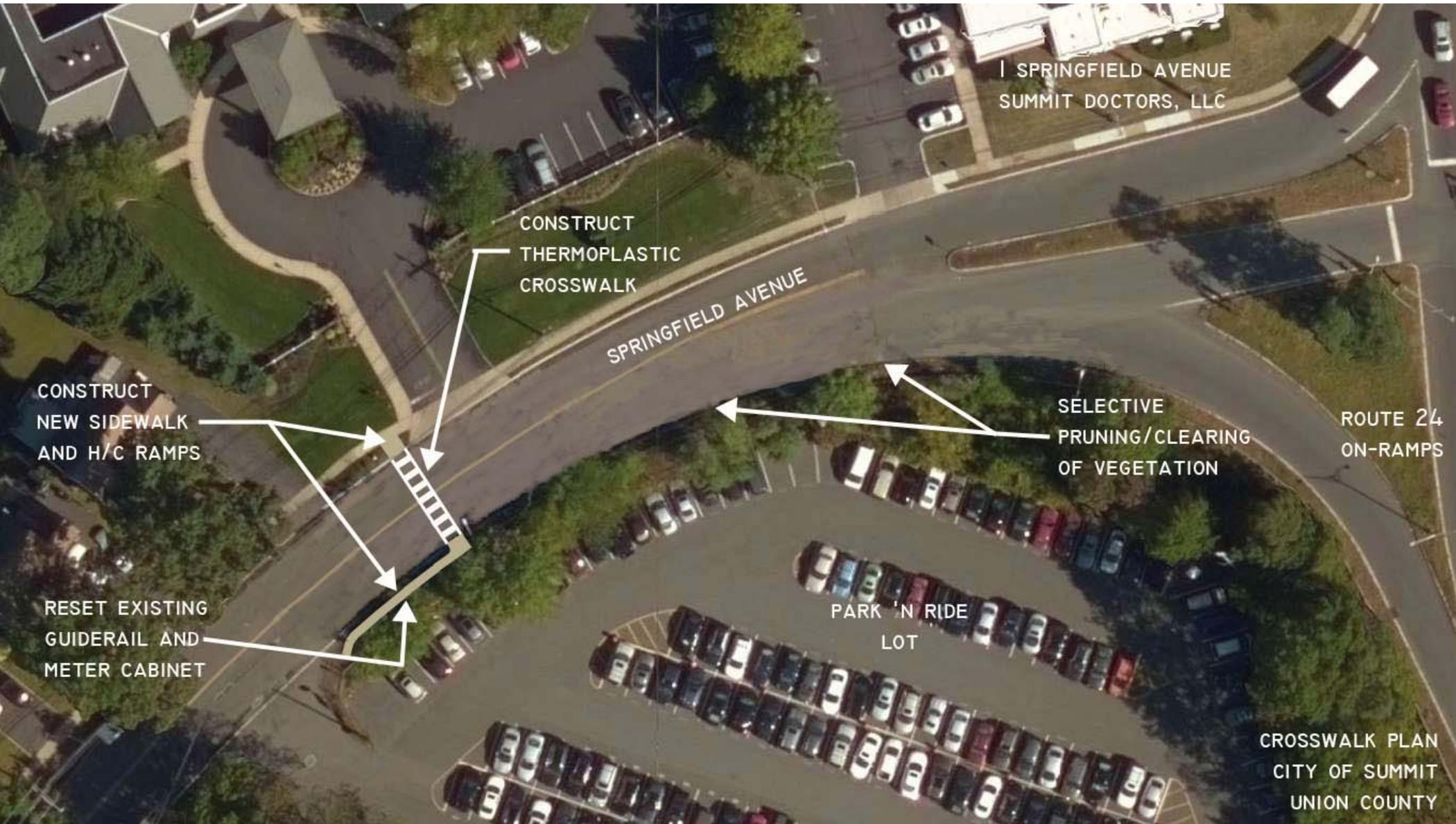
(Last additions in text indicated by underline; deletions by ~~strikeouts~~)

Dated:

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

Approved:

Mayor



SPRINGFIELD AVENUE  
SUMMIT DOCTORS, LLC

CONSTRUCT  
THERMOPLASTIC  
CROSSWALK

CONSTRUCT  
NEW SIDEWALK  
AND H/C RAMPS

RESET EXISTING  
GUIDERAIL AND  
METER CABINET

SELECTIVE  
PRUNING/CLEARING  
OF VEGETATION

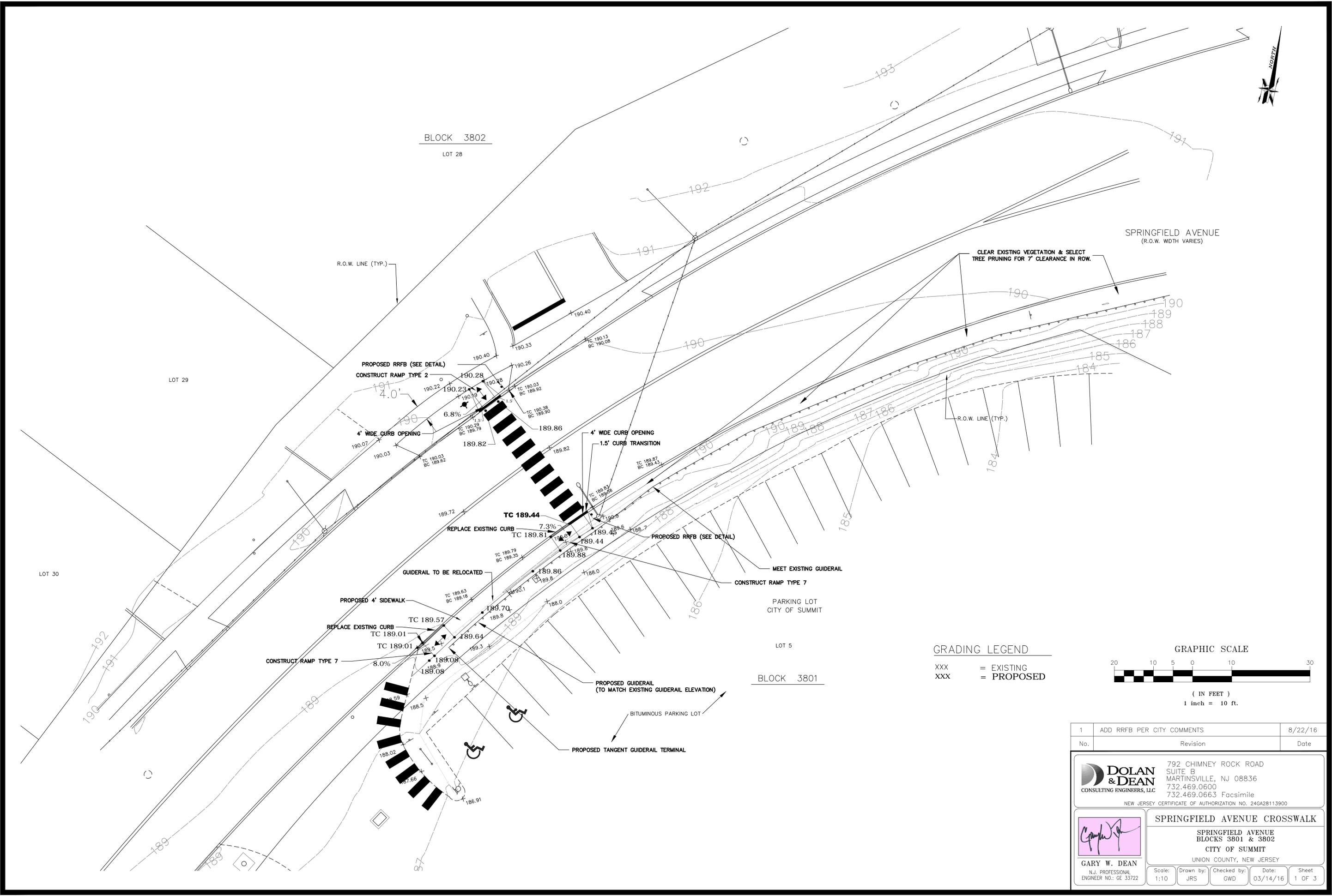
ROUTE 24  
ON-RAMPS

PARK 'N RIDE  
LOT

CROSSWALK PLAN  
CITY OF SUMMIT  
UNION COUNTY

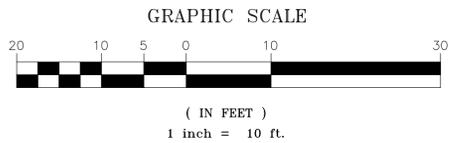
8.A.1.a





**GRADING LEGEND**

XXX = EXISTING  
 xxx = PROPOSED



1	ADD RRFB PER CITY COMMENTS	8/22/16
No.	Revision	Date

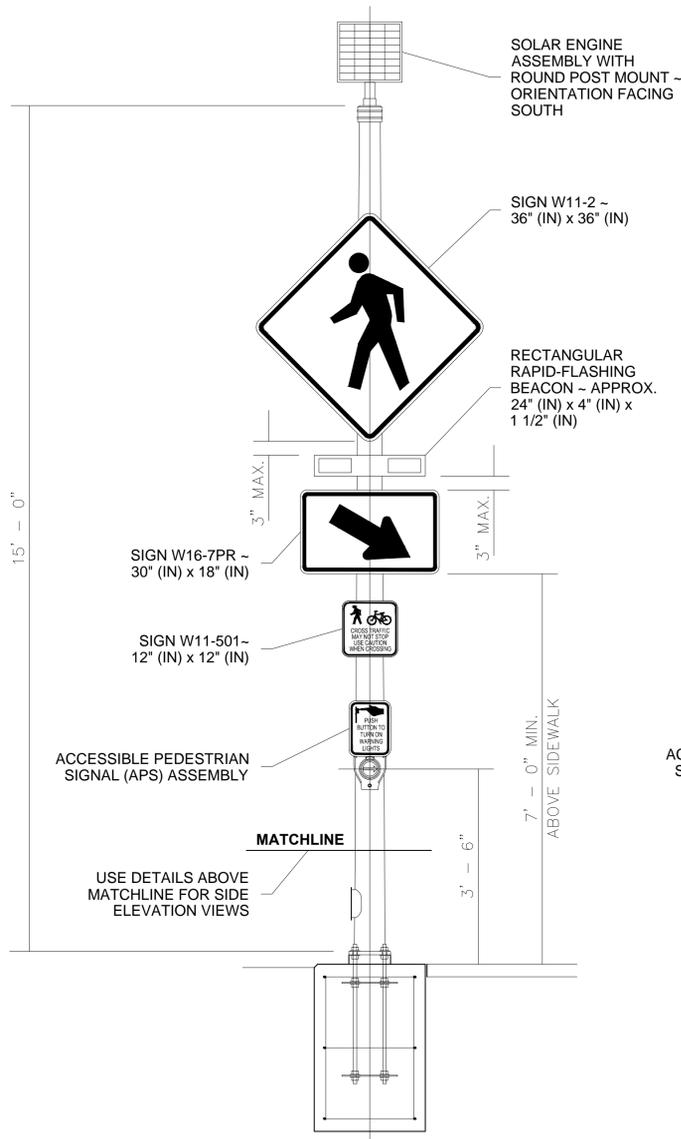
**DOLAN & DEAN**  
 CONSULTING ENGINEERS, LLC

792 CHIMNEY ROCK ROAD  
 SUITE B  
 MARTINSVILLE, NJ 08836  
 732.469.0600  
 732.469.0663 Facsimile  
 NEW JERSEY CERTIFICATE OF AUTHORIZATION NO. 24GA28113900

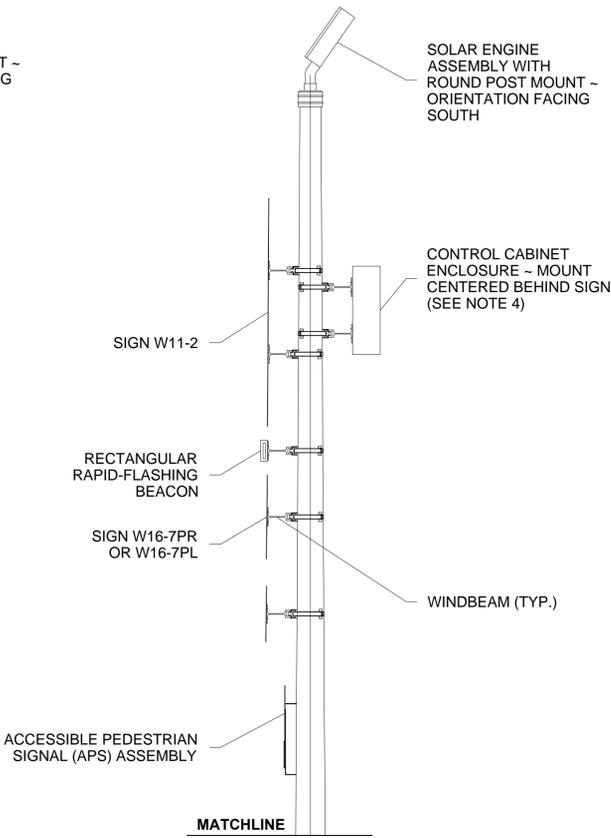
**SPRINGFIELD AVENUE CROSSWALK**  
 SPRINGFIELD AVENUE  
 BLOCKS 3801 & 3802  
 CITY OF SUMMIT  
 UNION COUNTY, NEW JERSEY

**GARY W. DEAN**  
 N.J. PROFESSIONAL ENGINEER NO.: GE 33722

Scale:	Drawn by:	Checked by:	Date:	Sheet
1:10	JRS	GWD	03/14/16	1 OF 3



**FRONT ELEVATION VIEW**  
**RECTANGULAR RAPID-FLASHING BEACON (WITH SOLAR ENGINE)**  
 FIXED BASE AND CONCRETE SQUARE FOUNDATION SHOWN



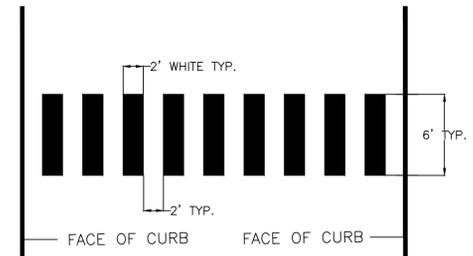
**SIDE ELEVATION VIEW**  
**UNI-DIRECTIONAL CONFIGURATION DETAILS**



**W11-501 (12" x 12")**  
 Pedestrian Symbol Height - 4" (in)  
 Bicycle Symbol Height - 3" (in)  
 Letters - 1" C  
 LEGEND - BLACK BACKGROUND - YELLOW

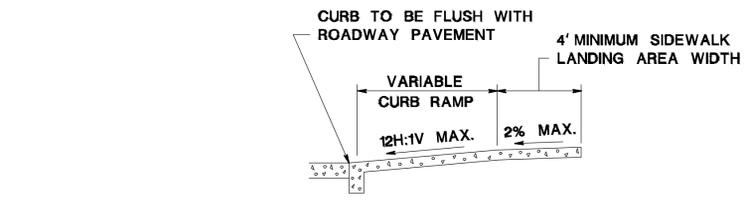
**GENERAL NOTES**

- FOR ACCESSIBLE PEDESTRIAN SIGNAL (APS) INSTALLATION DETAILS USE 9" (IN) x 12" (IN) R10-25 SIGN IN ACCORDANCE WITH 2009 MUTCD. SIGN MAY INCLUDE INTEGRATED WARNING LIGHTS.
- SEE NJDOT SPF DETAIL FOR SIGNAL STANDARD FOUNDATION WITH FIXED BASE AND SLIP BASE DETAILS.
- TERMINATE RRFB CONNECTIONS PER MANUFACTURER'S RECOMMENDATIONS.
- CONTROL CABINET ENCLOSURE SHALL BE SIZED BY THE RRFB MANUFACTURER. THE CONTROL CABINET SHALL BE MANUFACTURED PER TERMINAL CABINET REQUIREMENTS OF NJDOT.



**TYPICAL STRIPING FOR CROSSWALK**

N.T.S.

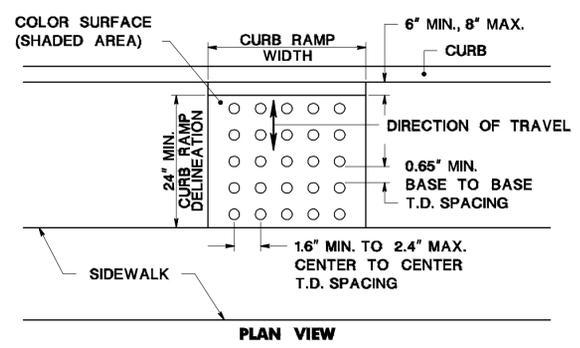


**SECTION THROUGH CURBS 1 THROUGH 6**

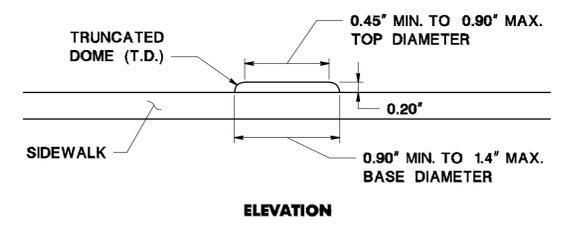
CURB RAMP TYPE 2, 5 OR 6	
H INCHES	W FEET
3	3
4	4
5	5
6	6
7	7
8	8
9	9

CURB RAMP TYPE 7			
W FEET	H INCHES	X1 FEET	L1 FEET
4 MIN.	3	3	11
6 MAX.	4	4	13
	5	5	15
	6	6	17
	7	7	19
	8	8	21
	9	9	23

**CONCRETE SIDEWALK, 4" THICK**



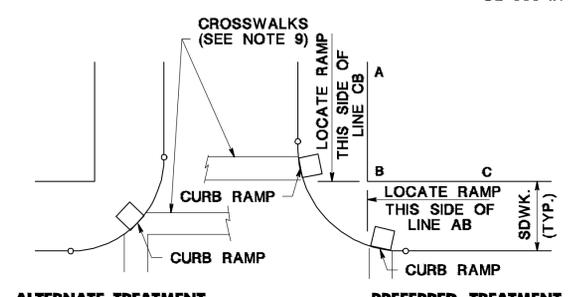
**PLAN VIEW**



**ELEVATION**

**DETECTABLE WARNING SURFACE**

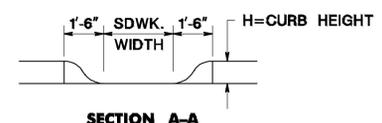
CD-606-1.1



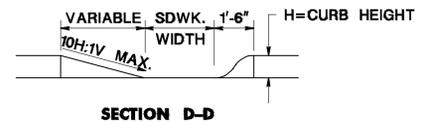
**ALTERNATE TREATMENT (SEE NOTE 9)**

**PREFERRED TREATMENT (SEE NOTE 9)**

**LOCATION OF CURB RAMP TYPES 1, 2, 3, 4 & 7 FOR CROSSING PARALLEL AND PERPENDICULAR TO HIGHWAY**



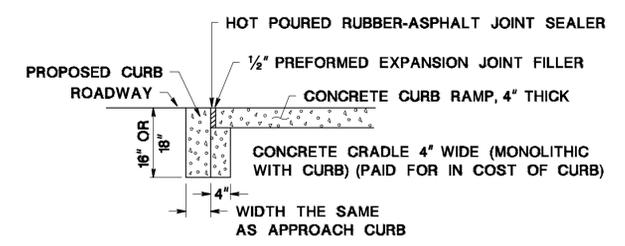
**NOTE:**  
 CURB RAMP OPENING TO BE FLUSH WITH ROADWAY PAVEMENT (CURB RAMP TYPES 5 & 6).



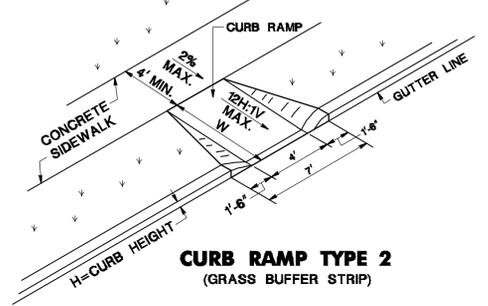
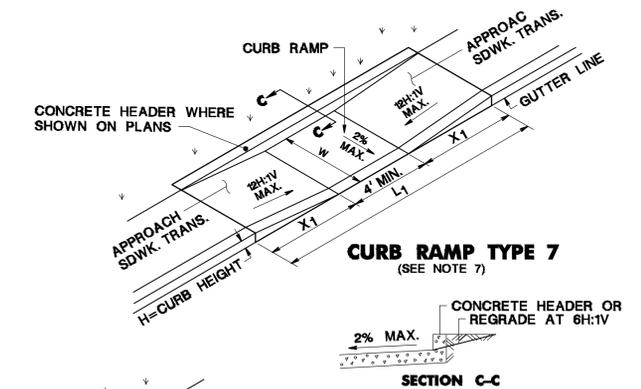
- GENERAL NOTES:**
- LANDING AREA, APPROACH SIDEWALK TRANSITIONS, AND CURB RAMP SHALL BE KEPT CLEAR OF OBSTRUCTIONS.
  - DIMENSIONS SHOWN IN TABLES ARE FOR RELATIVELY FLAT SIDEWALK AREAS. CARE SHOULD BE TAKEN WHEN DETERMINING CURB RAMP SIZE BASED ON CURB HEIGHT (H) WHERE ELEVATION OF CURB AND SIDEWALK VARY DRASTICALLY IN AREA OF PROPOSED CURB RAMP.
  - CURB (DROPPED CURB) GUTTERLINE TO BE FLUSH WITH ROADWAY PAVEMENT A MINIMUM OF 4 FEET AT ALL CURB RAMP.
  - FOR CURB RAMP TYPES 5 AND 6, IF A GRASS BUFFER DOES NOT EXIST, SLOPE CURB TO EQUAL SLOPE OF ADJACENT CURB RAMP.
  - SIDEWALK AND CURB RAMP WITHIN AREA ENCLOSED BY HEAVY LINES TO BE PAID FOR AS CONCRETE SIDEWALK OF THE APPROPRIATE ADJACENT THICKNESS.
  - CURB AND HEADER WITHIN AREA ENCLOSED BY HEAVY LINES TO BE PAID FOR AS VERTICAL CURB OR SLOPING CURB OF THE APPROPRIATE ADJACENT SIZE AND KIND.
  - WHERE THE DISTANCE FROM THE GUTTER LINE TO THE OUTSIDE EDGE OF SIDEWALK IS 6 FEET OR LESS, CURB RAMP TYPE 7 SHOULD BE USED, INSTEAD OF CURB RAMP TYPE 1 THROUGH 4.
  - CROSSWALKS AND STOP LINES MAY BE MARKED OR UNMARKED, SEE PLANS.
  - PREFERRED AND ALTERNATE TREATMENTS SHOULD NOT BE INTERMIXED WITHIN THE SAME INTERSECTION.
  - DIMENSIONS SHOWN IN TABLES ARE FOR 3 INCH TO 9 INCH CURB HEIGHTS. WHERE THE CURB HEIGHTS ARE OTHER THAN WHAT IS PROVIDED IN THE TABLES, THE DIMENSIONS OF THE RAMPS WILL HAVE TO BE CALCULATED BASED ON CROSS SLOPES SHOWN.

**PUBLIC SIDEWALK CURB RAMP DETECTABLE WARNING SURFACE**

N.T.S.  
 HMA = HOT MIX ASPHALT



**DROPPED CURB AND CRADLE CURB RAMPS**



1	ADD RRFB PER CITY COMMENTS	8/22/16
No.	Revision	Date

**DOLAN & DEAN**  
 CONSULTING ENGINEERS, LLC

792 CHIMNEY ROCK ROAD  
 SUITE B  
 MARTINSVILLE, NJ 08836  
 732.469.0600  
 732.469.0663 Facsimile

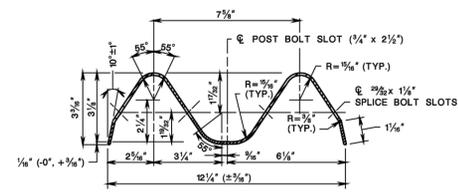
NEW JERSEY CERTIFICATE OF AUTHORIZATION NO. 24GA28113900

**DETAILS - SIDEWALK**

SPRINGFIELD AVENUE  
 BLOCKS 3801 & 3802  
 CITY OF SUMMIT  
 UNION COUNTY, NEW JERSEY

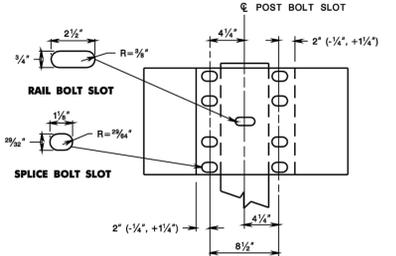
GARY W. DEAN  
 N.J. PROFESSIONAL ENGINEER NO.: GE 33722

Scale: 1:10  
 Drawn by: JRS  
 Checked by: GWD  
 Date: 03/14/16  
 Sheet 2 OF 3

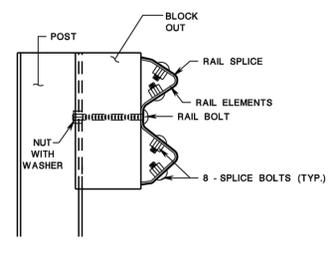


RAIL ELEMENT SHALL BE SUPPLIED IN LENGTHS OF 13'-6 1/2" OR 28'-1/2"

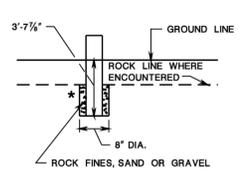
W-BEAM RAIL ELEMENT



RAIL SPLICE



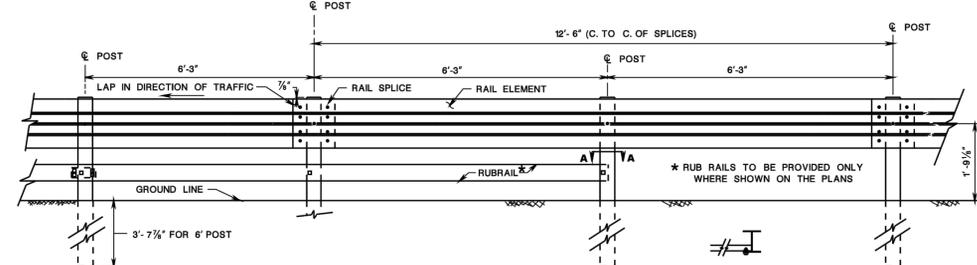
BEAM GUIDE RAIL POST ASSEMBLY



\* ALTERNATE CONSTRUCTION METHOD: PLACE POST IN 8" DIA. HOLE AND BACKFILL WITH CLASS "B" CONCRETE

GUIDE RAIL POST INSTALLATION IN ROCK

CD-609-1.2

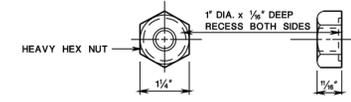
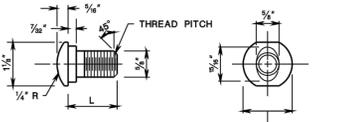


BEAM GUIDE RAIL

SECTION A-A

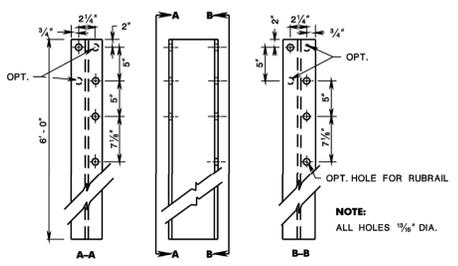
TYPE	L	MIN. THREAD LENGTH
SPLICE	1 1/4"	FULL LENGTH THREAD
RAIL	9 1/2"	1 1/4"

5/8" DIA. BUTTON HEAD BOLT



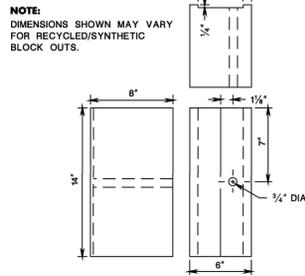
5/8" DIA. RECESS NUT SPLICE & RAIL NUT & BOLT

BEAM GUIDE RAIL N.T.S.



W6 x 8.5 OR W6 x 9 STEEL POST

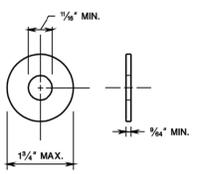
6' POST



NOTE: DIMENSIONS SHOWN MAY VARY FOR RECYCLED/SYNTHETIC BLOCK OUTS.

APPROVED RECYCLED/SYNTHETIC MATERIALS

14" BLOCK OUT



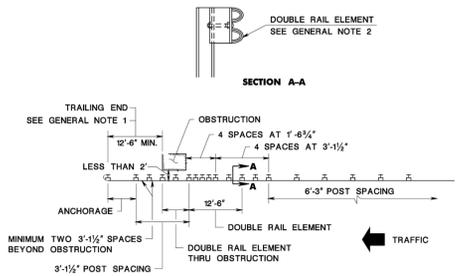
STEEL WASHER

GENERAL NOTES:

- ALL DIMENSIONS ARE SUBJECT TO MANUFACTURING TOLERANCES.
- RAIL ELEMENTS SHALL BE FURNISHED SHOPCURVED, CONCAVE OR CONVEX, FOR RADII BETWEEN 20 AND 150 FEET.
- THE STEEL FOR RAIL ELEMENTS AND BOLTS SHALL CONFORM TO NJDOT STANDARD SPECIFICATIONS AND ITS AMENDMENTS.

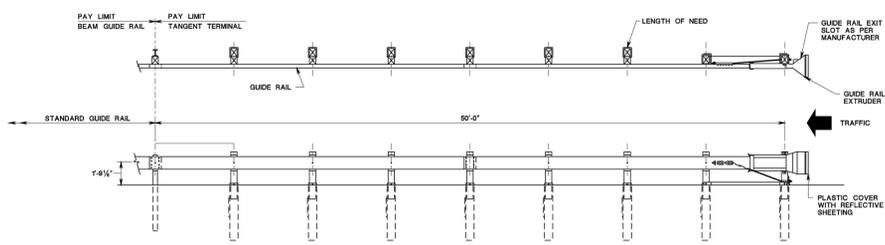
IF LESS THAN 2'	ADDITIONAL POST LENGTH FEET
SLOPES FLATTER THAN 6H:1V	NO CHANGE
5H:1V TO 6H:1V	1'
3H:1V TO 5H:1V	2'
STEEPER THAN 2H:1V	4'

ADDITIONAL LENGTH BEAM GUIDE RAIL POSTS



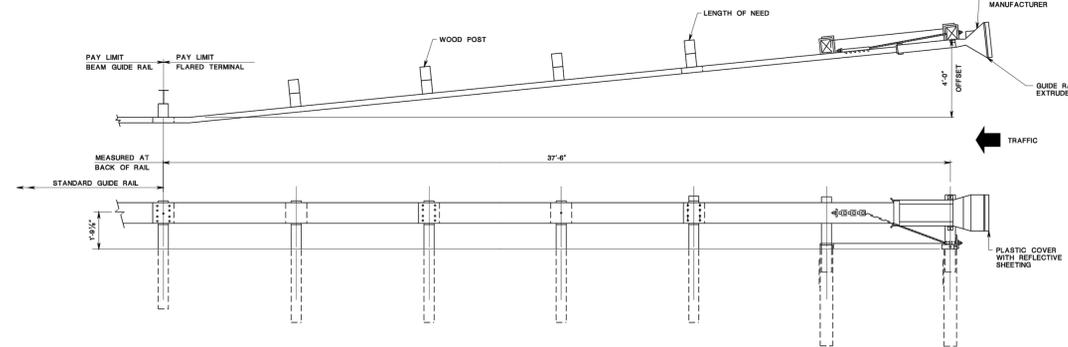
WHERE CLEARANCE FROM BACK OF RAIL TO OBSTRUCTION IS LESS THAN 2'

NOTE: WOOD POSTS SHALL BE CONSTRUCTED USING FOUNDATION TUBES.



TANGENT GUIDE RAIL TERMINAL

NOTE: NUMBER OF POSTS, TYPE OF POST, POST SPACING AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION AND THE DEPARTMENT'S QUALIFIED PRODUCTS LIST



FLARED GUIDE RAIL TERMINAL

NOTE: NUMBER OF POSTS, TYPE OF POST, POST SPACING, FLARE RATE AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION AND THE DEPARTMENT'S QUALIFIED PRODUCTS LIST

1	ADD RRFB PER CITY COMMENTS	8/22/16
No.	Revision	Date

**DOLAN & DEAN**  
CONSULTING ENGINEERS, LLC  
792 CHIMNEY ROCK ROAD  
SUITE B  
MARTINSVILLE, NJ 08836  
732.469.0600  
732.469.0663 Facsimile  
NEW JERSEY CERTIFICATE OF AUTHORIZATION NO. 24GA28113900

**DETAILS - GUIDERAIL**  
SPRINGFIELD AVENUE  
BLOCKS 3801 & 3802  
CITY OF SUMMIT  
UNION COUNTY, NEW JERSEY

GARY W. DEAN  
N.J. PROFESSIONAL ENGINEER NO.: GE 33722

Scale: 1:10  
Drawn by: JRS  
Checked by: GWD  
Date: 03/14/16  
Sheet 3 OF 3



<b>ORDINANCE #</b>	<b>(ID # 4462)</b>
Introduction Date:	9/20/2016
Hearing Date:	10/5/2016
Passage Date:	
Effective Date:	

**Ordinance Amending the Code, Chapter VII, Traffic, Section 7-8, Parking, Subsection 7-8.5a. Parking Time Limited on Certain Streets (Two-hour parking - William Street, South Side Entire Length)**

*Ordinance Summary:* This Ordinance amends Subsection 7-8.5a of the Revised General Ordinances of the City of Summit and limits parking on the entire length of the south side of William Street to two (2) hours between 7:00AM and 6:00PM Monday through Friday.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, as follows:

Section 1. That Section **7-8, PARKING**, Subsection **7-8.5a. Parking Time Limited on Certain Streets** -- No person shall park a vehicle for longer than the time limit shown below at any time (except Sundays and holidays) between the hours listed upon any of the following described streets or parts of streets, -- of the Code, shall be amended and supplemented as follows:

**7.8.5a. Parking Time Limited on Certain Streets.**

<i>Name of Street</i>	<i>Sides</i>	<i>Times Limit</i>	<i>Hours</i>	<i>Location</i>
<u>William Street</u>	<u>South</u>	<u>2 hr.</u>	<u>7:00 am - 6:00 pm</u> <u>Monday through Friday</u>	<u>Entire Length</u>

Section 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed and this ordinance shall take effect upon final passage and publication as provided by law.

(Last additions in text indicated by underline; deletions by ~~strikeouts~~)

Dated:

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing ordinance was duly passed by the Common Council of said City at a regular meeting held on \_\_\_\_\_ City Clerk

Approved:

Mayor



<b>ORDINANCE #</b>	<b>(ID # 4465)</b>
Introduction Date:	9/20/2016
Hearing Date:	10/5/2016
Passage Date:	
Effective Date:	

**Ordinance Amending the Code, Chapter VII, Traffic, Section 7-8, Parking, Subsection 7-8.5a. Parking Time Limited on Certain Streets - Cromwell Parkway, Blair Place, Nassau Drive and Dorset Lane - Two-Hour Zone**

*Ordinance Summary: This Ordinance amends Subsection 7-8.5a of the Revised General Ordinances of the City of Summit and limits parking on both sides for the entire length of Blair Place, Cromwell Place, Dorset Lane and Nassau Road to two (2) hours between 7:00AM and 10:30AM on School Days Monday through Friday.*

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, as follows:

Section 1. That Section **7-8, PARKING**, Subsection **7-8.5a. Parking Time Limited on Certain Streets** -- No person shall park a vehicle for longer than the time limit shown below at any time (except Sundays and holidays) between the hours listed upon any of the following described streets or parts of streets, -- of the Code, shall be amended and supplemented as follows:

**7.8.5a. Parking Time Limited on Certain Streets.**

<i>Name of Street</i>	<i>Sides</i>	<i>Times Limit</i>	<i>Hours</i>	<i>Location</i>
<u>Blair Place</u>	<u>Both</u>	<u>2 hr.</u>	<u>7:00 am - 10:30 am</u> <u>School Days only</u>	<u>Entire Length</u>
<u>Cromwell Parkway</u>	<u>Both</u>	<u>2 hr.</u>	<u>7:00 am - 10:30 am</u> <u>School Days only</u>	<u>Entire Length</u>
<u>Dorset Lane</u>	<u>Both</u>	<u>2 hr.</u>	<u>7:00 am - 10:30 am</u> <u>School Days only</u>	<u>Entire Length</u>
<u>Nassau Road</u>	<u>Both</u>	<u>2 hr.</u>	<u>7:00 am - 10:30 am</u> <u>School Days only</u>	<u>Entire Length</u>

Section 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed and this ordinance shall take effect upon final passage and publication as provided by law.

(Last additions in text indicated by underline; deletions by ~~strikeouts~~)

Dated:

I, Rosalia M. Licatase, City Clerk of the City  
of Summit, do hereby certify that the  
foregoing ordinance was duly passed by the  
Common Council of said City at a regular  
meeting held on \_\_\_\_\_ City  
Clerk

Approved:

Mayor



# SUMMIT POLICE DEPARTMENT SUPPORT SERVICES DIVISION



## MEMORANDUM

To: Chief Robert K. Weck  
From: Lt. David L. Richel  
Re: Cromwell Pkwy, Blair Place, Nassau Road, and Dorset Lane  
Date: September 8, 2016

---

An ordinance has been created in response to the petition received from the residents of Cromwell Parkway, Blair Place, Nassau Road, and Dorset Lane. The residents state that their roadway is narrow and has seen students parking on both sides of the roadway making it impossible for them to exit their driveways and creating a hazard. Their main concern is the accessibility of emergency vehicles trying to navigate a narrow passage between parked cars.

During the course of the school year I placed temporary emergency no parking signs on one side of the roadway. This temporary fix helped residents get out of their driveways but still created a condition of not being able to have two vehicles traverse the roadway at the same time if there is parking on one side.

The petition requested 2 hour parking from 7:00 am to 10:30am on school days only. I feel that this will alleviate the issues and concerns brought up by the Cromwell Parkway area residents.



# SUMMIT POLICE DEPARTMENT SUPPORT SERVICES DIVISION



## MEMORANDUM

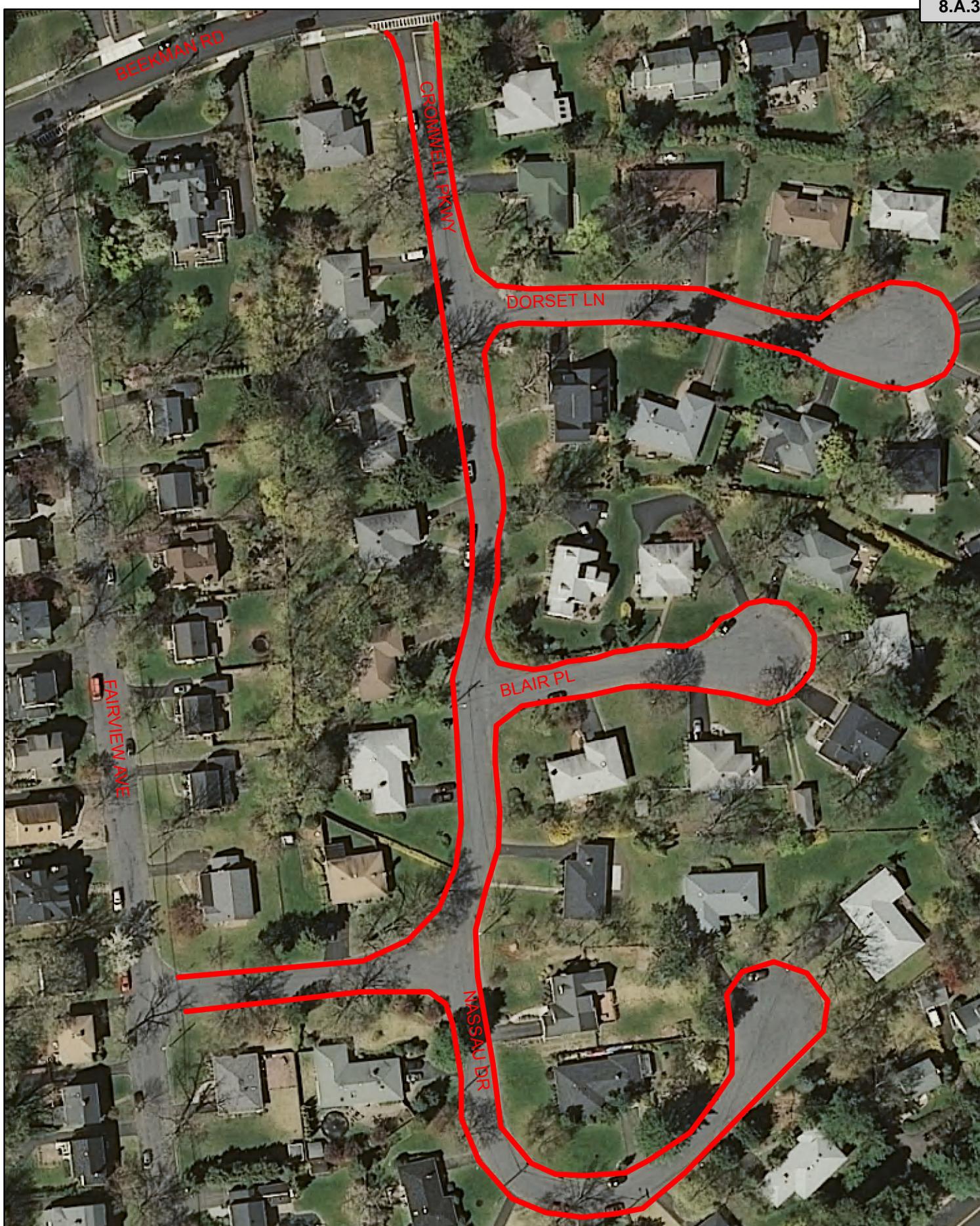
To: Chief Robert K. Weck  
From: Lt. David L. Richel  
Re: Cromwell Pkwy, Blair Place, Nassau Road, and Dorset Lane  
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During the course of the school year I placed temporary emergency no parking signs on one side of the roadway. This temporary fix helped residents get out of their driveways but still created a condition of not being able to have two vehicles traverse the roadway at the same time if there is parking on one side.

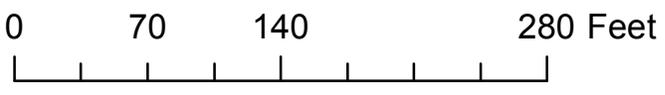
The petition requested 2 hour parking from 7:00 am to 10:30am on school days only. I feel that this will alleviate the issues and concerns brought up by the Cromwell Parkway area residents.



Attachment: Blair Cromwell Dorsett Nassau No Parking - map (4465 : Ordinance Two-Hour Zone - Cromwell, Dorset, Blair, and Nassau)

Cromwell, Blair, Nassau, Dorset 2 hr zone - map

CITY OF SUMMIT  
PARKING RESTRICTIONS



Resolution (ID # 4435)  
September 20, 2016

**APPROVE 2015 AUDIT CORRECTIVE ACTION PLAN**

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

WHEREAS, as promulgated by the Local Finance Board the governing body certified the 2015 Audit on September 6, 2016, and

WHEREAS, the 2015 Audit Report under “Recommendations,” advises that “A Corrective Action Plan, which outlines actions that the City of Summit will take to correct the findings listed in the plan, will be prepared in accordance with federal and state requirements,” and

WHEREAS, since the Corrective Action Plan has now been prepared and provided, it is necessary to obtain Council approval of same.

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

That it does hereby approve the 2015 Audit Corrective Action Plan prepared by the City Treasurer.

Dated: September 20, 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, September 20, 2016.

City Clerk



**Finance**  
R - Finance/Personnel

[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 09/20/16 07:30 PM

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**RESOLUTION (ID # 4435)**

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DOC ID: 4435

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: August 23, 2016

This is a resolution to approve the 2015 Audit Corrective Action Plan.

# THE CITY OF SUMMIT

N E W J E R S E Y

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

[www.cityofsummit.org](http://www.cityofsummit.org)

Margaret V., Gerba, CMFO  
City Treasurer/Chief Financial Officer  
[mgerba@cityofsummit.org](mailto:mgerba@cityofsummit.org)

Phone (908) 277-9422  
Fax (908) 273-2977

Mayor Nora Radest  
Members of Common Council  
City of Summit  
Summit, New Jersey 07901

September 20, 2016

Subject: 2015 CORRECTIVE ACTION PLAN

The 2015 Audit recently released contains nine Recommendations. A Corrective Action Plan outlining steps to be taken to address these findings follows. A copy of this plan will be on file and available for public inspection no later than September 20, 2016 which is in compliance with directives from the Division of Local Government Services.

*Finance 1:* “That unfunded ordinances over five years be funded.” The City annually budgets for these “deferred charges”. Budgeting for deferred charges takes place over several years’ time, so this comment will repeat in future audits. An analysis is maintained to monitor our funded vs. unfunded position, and, when possible, unfunded balances will be added to our note balance upon renewal.

*Finance 2:* “That approval, receiving and or/claimant signatures be obtained, as appropriate, and all supporting documentation be maintained in the finance office.” New Accounts Payable procedures have been enacted. Purchase orders missing signatures and/or supporting documentation are being returned to the originator.

*Finance 3:* “That all purchase orders be encumbered, as appropriate.” Finance is working with the Department Heads to ensure that requests to purchase are entered before purchasing. Finance staff will be available during business hours to enter Purchase Orders as needed. Finance staff will also monitor email for notifications of emergency purchases during off hours. Purchase Orders will be issued as soon as possible. The use of blanket purchase orders is being expanded for vendors with recurring purchases.

*Finance 4:* “That total payments to contracted professionals not exceed the amount stated in their respective contracts.” Finance has added contract information to the comments area of the purchase order maintenance screen. Staff has been made aware that contract purchase orders cannot be changed without a Change Order Resolution.

*Finance 5:* “That quotes be obtained as required by Local Public Contracts Law.” The Requisition Quote Required Threshold has been set in our Financial System to \$2,625.00. Requisitions can no longer be approved until the quote sections has been completed

*Finance 6:* “That trust and capital encumbrances be reviewed and cancelled, as necessary.” Finance is in the process of reviewing all old purchase orders. After conferring with the respective Department Heads, to determine the status of the project, decisions will be made as to what can be cancelled and what needs to remain open.

Attachment: 2015 Corrective Action Plan (4435 : Approve 2015 Audit Corrective Action Plan)

*Board of Health 1:* “That all dog license collections be deposited within 48 hours.” This matter has been discussed with the Board of Health Staff. Dog Deposits are now being made on Tuesdays, Thursdays, and Fridays (as needed).

*Department of Community Programs 1:* “That all recreation purchases be properly encumbered and their respective purchase orders contain claimant signatures and supporting documentation.” Finance is continuing to update the vendor file and obtain IRS Form W9 and Business Registration Certificates. Purchase Orders without supporting documentation will be returned to Department of Community Programs. The Finance Department and The Department of Community Programs are continuing their efforts to properly encumber expenses.

*Planning and Zoning 1:* “That signed contracts for all professionals be maintained for review.” Department of Community Services Director has been notified of this issue. Chairs of both Boards were informed that contracts must be executed for professional services and copies forwarded to Finance for issuance of Certification of Funds. Service agreements for Burgis Associates and Topology have been received and uploaded to their vendor files in our Financial System.

Should you have any comments or questions, please feel free to contact me.

Respectfully submitted,

*Margaret V. Gerba*

Margaret V. Gerba  
City Treasurer/Chief Financial Officer

c: M. Rogers  
C. Ferraioli

Resolution (ID # 4469)  
September 20, 2016

**SUPPORT THE FAIRNESS FORMULA FOR EQUAL SCHOOL FUNDING AND PROPERTY  
TAX RELIEF**

WHEREAS, the Constitution of the State of New Jersey provides for the maintenance and support of a thorough and efficient system of free public schools for the instruction of all the children in the state between the ages of five and eighteen years, and

WHEREAS, New Jersey schools are funded through a combination of state, federal and local dollars, and

WHEREAS, state aid is currently allocated to school districts using a weighted formula rather than equal school funding, and

WHEREAS, Governor Christie has stated “A funding formula that puts a higher value on one child over another is morally wrong and it has been economically destructive... Every child has potential. Every child has goals. No child’s dreams are less worthy than any other child’s. No child deserves less funding from the state’s taxpayers,” and

WHEREAS, the City of Summit supports of Governor Christie’s Fairness Formula, which will ensure that all students have equal funding to be successful and will provide property tax savings for its residents.

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

1. That it does hereby support the Governor’s initiative to amend the Constitution of the State of New Jersey to require that State funding to school districts, other than special education funding, be on an equal per pupil basis, and
2. That copies of this Resolution shall be forwarded to Governor Chris Christie, Senate President Stephen Sweeney, Assembly Speaker Vincent Prieto, and to our District 21 Representatives -- Senator Tom Kean, Jr., Assemblyman Jon Bramnick and Assemblywoman Nancy Munoz, Union County Municipal Clerks and to the New Jersey League of Municipalities.

Dated: September 20, 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, September 20, 2016.

City Clerk

Resolution (ID # 4459)  
September 20, 2016

**AUTHORIZE EXTENSION OF SICK LEAVE WITH PAY - DCS EMPLOYEE**

Pending Closed Session Discussion

Resolution (ID # 4471)  
September 20, 2016

**DECLARE VACANCY - CITY CLERK'S OFFICE**

Pending Closed Session Discussion

Resolution (ID # 4411)  
September 20, 2016

**AMEND PROFESSIONAL SERVICES AGREEMENT - TATLOCK TENNIS COURT  
REPLACEMENT PROJECT CONSTRUCTION ADMINISTRATION AND INSPECTION  
SERVICES - ADDITIONAL FEES - \$5,677.04**

WHEREAS, on December 1, 2015, Common Council adopted Resolution #37126 authorizing a professional services agreement #15-3204 with Premier Product Development, LLC for Construction Administration and Inspection Services for the Tatlock Tennis Court Replacement Project at a cost of \$27,300.00, and

WHEREAS, in a memo dated August 15, 2016, the Director of Community Programs advises that several field issues caused an increase in the time and supervision needed for this project, and

WHEREAS, the Director of Community Programs requests amending the professional services agreement for an additional fee not to exceed \$5,677.04 for the increase, and

WHEREAS, in accordance with the Assistant City Treasurer's certification of availability of funds, a copy of which is hereto attached and made a part of this resolution, funds are available in account # C-04-50-017-000-000.

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

That professional services agreement #15-3204 with Premier Product Development, LLC, 18 West Walnut Avenue, Moorestown, NJ 08057, for the Tatlock Tennis Court Replacement Project Construction Administration and Inspection Services be increased by a fee not to exceed \$5,677.04 to cover additional costs for a total contract cost of \$32,977.04.

Dated: September 20, 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 special meeting held on Tuesday evening, September 20, 2016.

City Clerk



Department of Community Programs  
R - General Services

[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 09/20/16 07:30 PM

## RESOLUTION (ID # 4411)

DOC ID: 4411 C

TO: Mayor and Common Council

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

DATE: August 15, 2016

### SUMMARY

I respectfully request a Change Order to the Tatlock Tennis Court Construction Supervision Contract with Premiere Product Development. The original contract was for \$27,300 and was assigned a Blanket Purchase Order # 15-04189 and charged to account # C-04-50-017-000-000.

Several field issues that caused an increase in Construction Management and Supervision has resulted in the need for a Change Order for the additional amount of \$5,677.04. This balance is available for # C-04-50-017-000-000.

Several issues arose in addition to those highlighted here, causing the need for more time and supervision on this project:

- The plan was to have lighting conduits integral to the floor but the permits could not be garnered expeditiously enough for this to happen on this time sensitive project. The conduits were trenched below the concrete base which more time was consuming both on the installation end and or site restoration. They were supposed to be integrated into the base. Involvement in the permitting process and additional onsite supervision for the trenching were outside of the original contract but vital to the project's success.
- Heavy rains the day before the concrete pour caused damage to the surrounding landscaping. The next day the surrounding landscaping was damaged. Additional supervision was necessary to work with the contractor to restore the area including specifying necessary repairs and supervisor of the repair at the expense of the contractor.
- Due to the wet conditions, field changes in the sidewalk installation for the accessible route required more supervision and management.
- Sod installation and irrigation issues resulted in more time outside of the original scope.
- The original back bounce system did not meet the specifications and another as equal had to be researched and selected.

We are extremely happy with the end product and the residents are thrilled with the results of the project. The funds for this Change Order are available from the Capital Budget and the Summit Tennis Association's contribution.

**PPD did an exceptional job and was on site throughout the process to insure our success. I support this Change Order and recommend its acceptance through resolution.**



**Premier Product Development, L.L.C.**

18 West Walnut Avenue  
Moorestown, NJ 08057

Phone # 856-723-1037      tmiller@ppdllc.net  
www.ppdllc.net

Date	Invoice #
6/23/2016	264

**Bill To**

Judith Leblein Josephs, CPRP  
City of Summit - Recreation  
100 Morris Ave  
Summit, NJ 07901

7,360.25  
- 1,683.21 Contract I  
\$ 5,677.04 Change or

P.O. No.	Terms	Project
15-04189 Tennis CA & I	Net 30	

Quantity	Description	Rate	Amount
2	CT payment cert. 1	132.00	264.00
1.25	setup for inspection	132.00	165.00
1	Overall project coordination	132.00	132.00
0.25	Scheduling	132.00	33.00
3	Site inspection & visit to recr.	132.00	396.00
1	Review & Package - Electrical under floor; text receipt and e-mail to Aaron on expediting	132.00	132.00
2	Insp # 2	132.00	264.00
3	Billed at 1/2 hourly rate - Travel	62.50	187.50
3	Billed at 1/2 hourly rate - Travel	62.50	187.50
2	Insp # 3	132.00	264.00
2	Call & e-mail with John Eren; Michele C.	132.00	264.00
5.5	Visits to jobsite	132.00	726.00
3	Billed at 1/2 hourly rate	62.50	187.50
0.75	AS on sch.; JE on detailed sch.	132.00	99.00
0.5	Electrical/lighting system - to Norm Moore; relay to CT	132.00	66.00
0.5	Electrical/ Lighting pole locations and push button controls issues	132.00	66.00
1	Pay 1 follow-up; pay 2 review and certification	132.00	132.00
1	electrical/lighting system - to Norm Moore; relay to CT	132.00	132.00
0.5	Correspondence	132.00	66.00
0.5	Concrete curb pour	132.00	66.00
0.25	e-mail from AS	132.00	33.00
1.5	John McGovern on primary site issues; follow up with JLJ	132.00	198.00
1	Phone - Preparation and Call to John McGovern on ADA issues	132.00	132.00
5	Visits to jobsite - Pouring of Concrete Curb; lighting fixture & crossarm completion; setting of lighting poles; backfill of trenches; setting of electrical box	132.00	660.00
3	Billed at 1/2 hourly rate - to Summit	62.50	187.50
0.25	e-mail on construction schedule	132.00	33.00
4	Visits to jobsite - Stripping of forms from concrete curb; inspection of trenches; relocation of junction box disc.;mtg. on practice area	132.00	528.00
3	Billed at 1/2 hourly rate - to Tatlock	62.50	187.50
0.5	strobe placement RFI; request for information; e-mail decision; shift of pole locations	132.00	66.00
0.5	For contractor	132.00	66.00
1	Canopies	132.00	132.00
0.75	CT schedule	132.00	99.00
1	Pre-punch list	132.00	132.00
1	System setup	132.00	132.00

Includes Extra work outside of original scope.

**Total**

Attachment: PPD Invoice #264 (4411 : Amend Prof Svcs - Tatlock Tennis Court Construction Admin & Insp Svcs - PPD add'l fees)



**Premier Product Development, L.L.C.**

18 West Walnut Avenue  
Moorestown, NJ 08057

Phone # 856-723-1037

tmiller@ppdllc.net  
www.ppdllc.net

Invoice

Date	Invoice #
6/23/2016	264

**Bill To**

Judith Leblein Josephs, CPRP  
City of Summit - Recreation  
100 Morris Ave  
Summit, NJ 07901

P.O. No.	Terms	Project
15-04189 Tennis CA & I	Net 30	

Quantity	Description	Rate	Amount
1	Meeting CT & JLJ	132.00	132.00
3.5	Billed at 1/2 hourly rate - To Tatlock	62.50	218.75
0.25	Final inspection setup	132.00	33.00
0.5	Announcement; light test setup; payment cert.	132.00	66.00
0.5	Final	132.00	66.00
2.5	#6 & #7	132.00	330.00
0.5	Tatlock Tennis	132.00	66.00
0.25	To client	132.00	33.00

Includes Extra work outside of original scope.

**Total** \$7,360.25

Attachment: PPD Invoice #264 (4411 : Amend Prof Svcs - Tatlock Tennis Court Construction Admin & Insp Svcs - PPD add'l fees)

Certification of Availability of Funds

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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: September 9, 2016  
Resolution Doc Id: 4411

Vendor: Premier Product Development LLC  
18 West Walnut Avenue  
Moorestown, NJ 08057

Purchase Order Number: 15-04189

Account Number	Amount	Account Description
C-04-50-017-000000	\$5,677.04	Reserve for Recreation Kids Trust Change Order 1 Contract Total \$32,977.04

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

*Melissa Berger*  
Acting City Treasurer/CFO

Attachment: Certification of Availability of Funds Premiere 12-1-2015 change order (4411 : Amend Prof Svcs - Tatlock Tennis Court

Resolution (ID # 4461)  
September 20, 2016

**AUTHORIZE PARTICIPATION IN NATIONAL COOPERATIVE PURCHASING PROGRAM -  
BUYBOARD NATIONAL PURCHASING COOPERATIVE**

WHEREAS, N.J.S.A. 52:34-6.b(3) permits any contracting unit to make purchases and contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, and

WHEREAS, in a memo dated September 2, 2016, the City Engineer/Deputy DCS Director recommends participation in the BuyBoard National Purchasing Cooperative (BuyBoard) which offers excellent pricing on items such as products for the rehabilitation of Investors Savings Field at Tatlock Park, and

WHEREAS, the City of Summit, County of Union, State of New Jersey, desires to participate in the BuyBoard National Purchasing Cooperative (BuyBoard), and

WHEREAS, there is no cost or obligation by the City to become a member of the BuyBoard National Purchasing Cooperative (BuyBoard).

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

1. That the proper City officials are hereby authorized to complete the online membership application at [www.buyboard.com](http://www.buyboard.com) <<http://www.buyboard.com>> to enter into a membership agreement with the BuyBoard National Purchasing Cooperative (BuyBoard), 12007 Research Blvd., Austin, TX 78759.
2. That the City of Summit participation and membership with the BuyBoard National Purchasing Cooperative (BuyBoard), is based on review of the BuyBoard National Purchasing Cooperative (BuyBoard) representation that it conducts a formal public competitive bid and awards to the lowest responsive responsible bidder, which complies with the provisions of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey regarding national procurement programs.
3. This resolution shall take effect immediately upon passage.

Dated: September 20, 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 special meeting held on Tuesday, September 20, 2016.

City Clerk



Department of Community Services (DCS)  
R - General Services

[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 09/20/16 07:30 PM

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**RESOLUTION (ID # 4461)**

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DOC ID: 4461

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 2, 2016

The City's Engineering Division in cooperation with the Department of Community Programs is requesting to join the BuyBoard Purchasing Network Co-op. BuyBoard offers excellent pricing on various items such that may be requested for the rehabilitation to Investors Savings Field at Tatlock Park. Membership to this co-op is free and only requires a resolution authorizing participation and administrator signature. Additional information can be obtained at <https://www.buyboard.com>.

At this time I am requesting a resolution authorizing participation in the co-op and to permit the City to complete and sign all required paperwork for membership.



## NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
- (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
  - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.
4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter “Vendor Fees”) may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
- The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Associate Executive Director, Member & Leadership Services  
National School Boards Association  
On behalf of the National Purchasing Cooperative

**TO BE COMPLETED BY COOPERATIVE MEMBER: ONLINE AT BUYBOARD.COM VIA ELECTRONIC SIGNATURE**

Attachment: BuyBoard Natl Coop Agreement (4461 : Authorize Participation in National Cooperative Purchasing Program - BuyBoard National

Resolution (ID # 4404)  
September 20, 2016

**AUTHORIZE SPECIAL EVENT PARKING FEE - FAR HILLS STEEPLECHASE PARKING**

WHEREAS, the Steeplechase will be held on Saturday, October 15, 2016 at 50 US 202, Far Hills, New Jersey, and

WHEREAS, due to the size of the event and NJ Transits plan to add additional trains for this event, which will affect the safety and welfare of the citizens of Summit, and

WHEREAS, in a memo, dated September 13, 2016, the Parking Services Manager advises that because of the size of the event, it is necessary to have paid Parking and Public Works staff assist in facilitating parking flow during the event day, for which there will be no reimbursement by the Steeplechase for funding the labor and materials which will be used, and

WHEREAS, the City has established a Special Event Parking Fee through Ordinance No. 16-3117, which could be implemented for the Steeplechase event to cover the expenses incurred.

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

1. That the fee for Special Event Parking for the Steeplechase event be and is hereby set at \$20.00 per parking space.
2. That said Special Event Parking fee shall be in effective for the duration of the Steeplechase event on October 15, 2016.
3. That Summit residents who have a valid City-issued parking permit in place shall not pay for weekend parking in the approved lots listed below.
4. That the approved lots, where the Special Event Parking fee shall be charged, are listed as follows:
 

Broad Street Garage	Broad Street East Lot
Post Office Lot	Chestnut Lot
Elm Street Lot	Sampson Lot
5. That the Special Event Parking fee shall be collected through payment kiosks at each of the above mentioned lots and through the City's pay-by-cell payment app, and that cash payments shall not be accepted.

Dated: September 20, 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, September 20, 2016.

City Clerk

# PARKING SERVICES AGENCY

CITY HALL, 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

908-522-5100

PARKING@CITYOFSUMMIT.ORG

WWW.CITYOFSUMMIT.ORG



## MEMORANDUM

To: General Services Committee Members Naidu, Hurley, Rogers, Josephs  
 cc: Council President McTernan  
 From: *Rita* Rita M. McNany, Parking Services Manager  
 Date: September 13, 2016  
 Re: Special Event Parking Fee - Steeplechase in Far Hills, NJ - Saturday, October 15, 2016

On Saturday, October 15, 2016, the Steeplechase in Far Hills will occur this year on Saturday, October 15, 2016. For many years eventgoers park in Summit and take the train to Far Hills due to the lack of parking for the event.

Similar to the recent PGA in Springfield, NJ, Parking Services is seeking to charge a one day special event parking fee of \$20 per vehicle. Lots will be manned to direct event goers and to capture the \$20 parking fee in the parking payment machines located within the lots/garages.

The PGA Event was a huge success for parking. Please see attached memo summarizing the 2016 PGA Special Event.

The lots that will be available for this event will be:

- Broad Street Garage
- Broad Street East Lot
- Elm Street Lot
- Sampson Lot
- Chestnut Lot

The Post Office Lot will not be utilized since the City must save spaces for the postal trucks to park for the evening.

Therefore, at the September 20<sup>th</sup> Council Meeting, I respectfully request Council approve the one day Special Event Parking Fee of \$20. Thank you for your consideration in this matter.

Attachment: memos-Special Event Parking [Revision 2] (4404 : Authorize Special Event Parking Fee - Far Hills Steeplechase Parking)

# PARKING SERVICES AGENCY

CITY HALL, 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901  
 908-522-5100  
 PARKING@CITYOFSUMMIT.ORG  
 WWW.CITYOFSUMMIT.ORG



## MEMORANDUM

To: Mayor Radest and Members of Common Council  
 From: Rita M. McNany, Parking Services Manager  
 Date: September 13, 2016  
 Re: 2016 PGA Parking Summary Report- Expenses and Revenue

From July 25 and 31, the Parking Services Agency managed the Summit parking for the 2016 PGA Golf Tournament held at Baltusrol Golf Course in Springfield, NJ. Parking Services manned the municipal lots throughout the tournament Monday through Sunday from 6 AM to 4 PM providing the following services:

1. Protected customer parking lots from PGA parkers.
2. Assisted approximately 3,515 PGA goers find parking, securing the \$20 daily parking fee, directing them to the shuttles and giving out the postcards for spending the 19<sup>th</sup> hole in Summit.
3. Street meter parking is estimated at an additional 1,400 vehicles.
4. Residential street parking is estimated at 1,000 vehicles on the following streets:  
 Franklin, Ruthven, Irving, Waldron, Debary, Hobart, Euclid, Summit, Prospect, George, Locust

We estimate that over 5,000 vehicles were parked in Summit during this week.

The expenses involved with managing this event are as follows:

Parking Attendant Overtime	\$19,366.06
Supplies, Signs, Water, and Meals	\$ 7,267.78
Net Expenses	\$26,633.84
Budgeted 2016 Overtime Expense.	(\$18,000.00)
<b>Total Expenses - unfunded</b>	<b>\$ 8,633.84</b>

The revenue captured for the event is as follows:

Daily Parking Fees	\$70,300.00
Reimbursement for bagged meters	\$ 8,000.00
Parkmobile add'l revenue	\$ 235.00
Ticket Revenue estimated to the City	\$16,670.00*
<b>Total Revenues</b>	<b>\$95,225.00</b>

PGA Revenue Subtotal	\$95,225.00
PGA Expenses Unfunded Total	(\$ 8,633.84)
<b>Net PGA Revenue Gained</b>	<b>\$86,594.16</b>

\* Gross ticket estimated revenue does not include any voided or dismissed tickets by the Municipal Court Judge.

Attachment: memos-Special Event Parking [Revision 2] (4404 : Authorize Special Event Parking Fee - Far Hills Steeplechase Parking)

Resolution (ID # 4440)  
September 20, 2016

**AUTHORIZE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) YEAR 42  
CONTRACT EXECUTION**

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

That the proper City Officials are hereby authorized to sign the Year 42 (2016-2017) Community Development Block Grant Contracts for a total of \$10,850.00:

- Housing Authority Project Independence \$5,000.00
- Summit Youth Center - Share the Fun Club \$3,000.00
- Senior Connection Bus Transportation \$2,850.00

Dated: September 20, 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, September 20, 2016.

City Clerk

# HOUSING AUTHORITY of the CITY OF SUMMIT

*Office of the Executive Director*

## MEMORANDUM

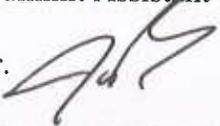
RECEIVED

AUG 29 2016

CITY CLERK'S OFFICE  
SUMMIT, N.J.

**Date:** 8/25/2016

**To:** Michelle Caputo, Summit Assistant City Clerk

**From:** Joseph M. Billy, Jr. 

**Re:** CDBG Program Grant Agreements - Year 42: 9/1/2016 – 8/31/2017

Attached please find three (3) original agreements for each of the following Year 42 CDBG grants awarded to the City of Summit by the County of Union:

016-292: Housing Authority Project Independence	\$5,000.00
016-294: Summit Youth Center – Share the Fun Club	\$3,000.00
016-295: Senior Connection Bus Transportation	\$2,850.00

Please have acceptance of the grants approved by the Summit Common Council and have each original agreement signed by the Mayor and attested to. Return all three original agreements for each grant to my office for forwarding to the County for their approval. Once I receive the fully executed agreements from the County, I will provide you with a copy of each for your contract file.

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

Thanks

Cc: Michael Rogers, City of Summit w/o encl.  
Marge Gerba, City of Summit w/o encl.  
CDBG Program Control Files – Year 42

Attachment: CDBG Yr 42 J Billy memo (4440 : Authorize CDBG Year 42 Contract Execution)



# COUNTY OF UNION

## DEPARTMENT OF ECONOMIC DEVELOPMENT

*Amy C. Wagner, Director*

### 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. PELLETTIERE, RMC**  
*Clerk of the Board*

TO: All Community Development Block Grant Grantees

FROM: Thomas E. Connell, Bureau Chief  
Bureau of Community Development

DATE: July 13, 2016

RE: CDBG Contracts

Enclosed please find three "original copies" for the CDBG grant your agency was awarded by the County of Union for the time period of September 1, 2016 through August 31, 2017.

Please review, execute, attest and return all three sets of the contracts at your earliest possible convenience. Please return the documents to address indicated below:

Department of Economic Development  
Bureau of Community Development  
3<sup>rd</sup> Floor  
County Administration Building  
Elizabeth, NJ 07207  
Attn: Mrs. Grace Minas

Please be advised that you are not authorized to expend funds against the contract until you receive one fully executed contract.

It is anticipated that US Department of HUD will release funds for the CDBG Program in September. The County will be conducting our annual workshop in late October or early November, depending on the actual release of funds by HUD. Your fully executed contract will be issued at the workshop, as well as additional documents which will be required (i.e. drawdowns, progress reports, etc.) to ensure compliance with CD program requirements. Your agency should attend the workshop.

Thank you for your cooperation and assistance.

cc: Amy Wagner, Director, Economic Development

### ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4200

fax(908)289-0180

www.ucnj.org

*We're Connected to You!*

Attachment: CDBG Yr 42 J Billy memo (4440 : Authorize CDBG Year 42 Contract Execution)

THIS GRANT AGREEMENT is made and entered into on September 1, 2016, by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the: *City of Summit*

Acct. #: D-12-56-816-292-919  
Planning Account #: 016-292

9.B.4.b

for *Housing Authority Project Independence*

hereinafter referred to as the subrecipient

The Subrecipient agrees to operate a program under Title I of the Housing and Community Development Act of 1974, as amended, in accordance with the provisions of the GRANT AGREEMENT, the specific Scope of Services, General and Special Assurances and all other attachments hereto.

**A. Obligation:**

- 1. The total amount of the CDBG grant is \$ 5,000
- 2. These funds shall cover the period from 09/01/16 to 08/31/17

**B. Modification:**

All the terms of this agreement that apply to the Subrecipient shall also apply to any and all Subcontractors.

*City of Summit*  
512 Springfield Ave.  
Summit, NJ 07901

Attn:

Mr. Joseph M. Billy Jr.  
Executive Director

**APPROVED FOR THE  
SUBGRANTEE BY:**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Nora Radest  
Name

\_\_\_\_\_  
Mayor  
Title

**ATTEST:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Rosalia M. Licatese, City Clerk  
Title

\_\_\_\_\_  
Date

**APPROVED FOR THE  
COUNTY OF UNION BY:**

\_\_\_\_\_  
Alfred J. Faella, County Manager

**ATTEST:**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

Attachment: CDBG Yr 42 Project Independence (4440 : Authorize CDBG Year 42 Contract Execution)

**PROJECT SUMMARY / DESCRIPTION:** (Provide a concise narrative / description in sufficient detail of what

is to be accomplished during the forthcoming program year without exceeding the space provided. This is important as it will be used in the Grantee Performance Report which is submitted to HUD)

The funds will be spent on the salary for the social worker serving residents of low/moderate Housing site. Expecte services to the Seniors and Families: Bilingual assistance and intervention for children and senior citizens in crisis. Referrals to PAAD; food stamps; LEAP; Medicaid; doctors and provide individual counseling.

016-292

**BUDGET**

**UNION COUNTY DEVELOPMENT REVENUE SHARING**

BUDGET CATEGORIES	U.C.COMMUNITY DEVELOPMENT SHARE	AGENCY MUNICIPAL SHARE	OTHER FEDERAL FUNDS	TOTAL PROGRAM BUDGET
1. Administrative Salary				\$0.00
2. Administrative Fringe				\$0.00
3. Rent				\$0.00
4. Heat				\$0.00
5. Telephone				\$0.00
6. Travel / Vehicle Maintenance				\$0.00
7. Office Supplies (consumable)				\$0.00
8. Meals (CD Staff)				\$0.00
9. Supplies (non-office)				\$0.00
10. Equipment (non-office)				\$0.00
11. Consultant				\$0.00
12. Architect / Engineer				\$0.00
13. Project Salary				\$0.00
14. Project Fringe				\$0.00
15. Project Costs	\$5,000.00			\$5,000.00
				\$0.00
<b>TOTAL</b>	\$5,000.00			\$5,000.00

Attachment: CDBG Yr 42 Project Independence (4440 : Authorize CDBG Year 42 Contract Execution)

**UNION COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CD YEAR – F.Y. 2016 (42)**

**SCOPE OF SERVICE/CONTRACT INFORMATION**

**PROJECT:** Housing Authority Project Independence

**SUBGRANTEE:** City of Summit

**ACCOUNT NO:** 016-292

**GRANT AMOUNT:** \$5,000

**SUBCOMMITTEE:** Social Services

**CONTACT PERSON:** Mr. Joseph M. Billy Jr.  
**TITLE:** Executive Director

**ADDRESS:** City of Summit  
512 Springfield Ave.  
Summit, NJ 07901

**TELEPHONE:** 908-273-3618  
**EMAIL:** jmbillyjr@summitnjha.org  
**FAX:** 908-273-3618

**CONTACT PERSON:** Mr. Joseph M. Billy Jr.

**TITLE:** Executive Director

**PROJECT SITE:** City of Summit

**ADDRESS:** 512 Springfield Ave.  
Summit, NJ 07901

**TELEPHONE:** 908-273-0061

**EMAIL:** jmbillyjr@summitnjha.org

**FAX:** 908-273-9218

**CENSUS TRACT:**

**CONTRACT START DATE:** September 1, 2016    **CONTRACT FINISH DATE:** August 31, 2017

THIS GRANT AGREEMENT is made and entered into on September 1, 2016, by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the: *City of Summit*

Acct. #: D-12-56-816-294-919  
Planning Account #: 016-294

9.B.4.c

for *Youth Center After School Program*

hereinafter referred to as the subrecipient

The Subrecipient agrees to operate a program under Title I of the Housing and Community Development Act of 1974, as amended, in accordance with the provisions of the GRANT AGREEMENT, the specific Scope of Services, General and Special Assurances and all other attachments hereto.

**A. Obligation:**

1. The total amount of the CDBG grant is \$ 3,000
2. These funds shall cover the period from 09/01/16 to 08/31/17

**B. Modification:**

All the terms of this agreement that apply to the Subrecipient shall also apply to any and all Subcontractors.

*City of Summit*  
*512 Springfield Ave.*  
*Summit, NJ 07901*

Attn:

Judith Leblein Josephs  
Executive Director

**APPROVED FOR THE  
SUBGRANTEE BY:**

\_\_\_\_\_  
Authorized Signatory

Nora Radest  
\_\_\_\_\_  
Name

Mayor  
\_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
Name

Rosalia M. Licatese, City Clerk  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED FOR THE  
COUNTY OF UNION BY:**

\_\_\_\_\_  
Alfred J. Faella, County Manager

**ATTEST:**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

Attachment: CDBG Yr 42 Youth Ctr program (4440 : Authorize CDBG Year 42 Contract Execution)

**PROJECT SUMMARY / DESCRIPTION:** (Provide a concise narrative / description in sufficient detail of what is to be accomplished during the forthcoming program year without exceeding the space provided. This is important as it will be used in the Grantee Performance Report which is submitted to HUD)

Provide a free After School Program at the Summit Community Center on a daily basis benefitting primarily low income youth from Summit. Funds will be used to pay salaries of part-time program staff. City will provide written documentation that at least 51% of program participants are low income.

016-294

**BUDGET**

**UNION COUNTY DEVELOPMENT REVENUE SHARING**

BUDGET CATEGORIES	U.C.COMMUNITY DEVELOPMENT SHARE	AGENCY MUNICIPAL SHARE	OTHER FEDERAL FUNDS	TOTAL PROGRAM BUDGET
1. Administrative Salary				\$0.00
2. Administrative Fringe				\$0.00
3. Rent				\$0.00
4. Heat				\$0.00
5. Telephone				\$0.00
6. Travel / Vehicle Maintenance				\$0.00
7. Office Supplies (consumable)				\$0.00
8. Meals (CD Staff)				\$0.00
9. Supplies (non-office)				\$0.00
10. Equipment (non-office)				\$0.00
11. Consultant				\$0.00
12. Architect / Engineer				\$0.00
13. Project Salary				\$0.00
14. Project Fringe				\$0.00
15. Project Costs	\$3,000.00			\$3,000.00
				\$0.00
<b>TOTAL</b>	\$3,000.00			\$3,000.00

Attachment: CDBG Yr 42 Youth Ctr program (4440 : Authorize CDBG Year 42 Contract Execution)

**UNION COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CD YEAR – F.Y. 2016 (42)**

**SCOPE OF SERVICE/CONTRACT INFORMATION**

**PROJECT:** Youth Center After School Program

**SUBGRANTEE:** City of Summit

**ACCOUNT NO:** 016-294

**GRANT AMOUNT:** \$3,000

**SUBCOMMITTEE:** Social Services

**CONTACT PERSON:** Ms. Judith Leblein Jones  
**TITLE:** Director Community Programs

**ADDRESS:** City of Summit  
512 Springfield Ave.  
Summit, NJ 07901

**TELEPHONE:** 908-273-6413  
**EMAIL:** jmbillyjr@summitnjha.org  
**FAX:** 908-273-3618

**CONTACT PERSON:** Ms. Judith Leblein Josephs  
**TITLE:** Director Community Programs

**PROJECT SITE:** City of Summit

**ADDRESS:** 100 Morris Ave.  
Summit, NJ 07901

**TELEPHONE:** 908-277-2932  
**EMAIL:** jljosephs@cityofsummit.org  
**FAX:** 908-277-2978

**CENSUS TRACT:**

**CONTRACT START DATE:** September 1, 2016    **CONTRACT FINISH DATE:** August 31, 2017

THIS GRANT AGREEMENT is made and entered into on September 1, 2016, by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the *City of Summit*

Acct. #: D-12-56-816-295-919  
Planning Account #: 016-295

9.B.4.d

for *Senior Citizen Transportation Program*

hereinafter referred to as the subrecipient

The Subrecipient agrees to operate a program under Title I of the Housing and Community Development Act of 1974, as amended, in accordance with the provisions of the GRANT AGREEMENT, the specific Scope of Services, General and Special Assurances and all other attachments hereto.

APPROVED FOR THE  
SUBGRANTEE BY:

\_\_\_\_\_  
Authorized Signatory

Nora Radest  
Name

Mayor  
Title

ATTEST:

\_\_\_\_\_  
Name

Rosalia M. Licatase, City Clerk  
Title

\_\_\_\_\_  
Date

A. Obligation:

1. The total amount of the CDBG grant is \$ 2,850
2. These funds shall cover the period from *09/01/16* to *08/31/17*

B. Modification:

All the terms of this agreement that apply to the Subrecipient shall also apply to any and all Subcontractors.

*City of Summit*  
*512 Springfield Ave.*  
*Summit, NJ 07901*

Attn:

Ms. Judith Leblein Josephs  
Director Community Programs

APPROVED FOR THE  
COUNTY OF UNION BY:

\_\_\_\_\_  
Alfred J. Faella, County Manager

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

Attachment: CDBR Yr 42 Sr Citizen Trans (4440 : Authorize CDBG Year 42 Contract Execution)

**PROJECT SUMMARY / DESCRIPTION:** (Provide a concise narrative / description in sufficient detail of what is to be accomplished during the forthcoming program year without exceeding the space provided. This is important as it will be used in the Grantee Performance Report which is submitted to HUD)

Funds will be used to provide transportation services for the elderly, including payment of bus driver salaries and transportation related costs.

016-295

**BUDGET**

**UNION COUNTY DEVELOPMENT REVENUE SHARING**

BUDGET CATEGORIES	U.C.COMMUNITY DEVELOPMENT SHARE	AGENCY MUNICIPAL SHARE	OTHER FEDERAL FUNDS	TOTAL PROGRAM BUDGET
1. Administrative Salary				\$0.00
2. Administrative Fringe				\$0.00
3. Rent				\$0.00
4. Heat				\$0.00
5. Telephone				\$0.00
6. Travel / Vehicle Maintenance				\$0.00
7. Office Supplies (consumable)				\$0.00
8. Meals (CD Staff)				\$0.00
9. Supplies (non-office)				\$0.00
10. Equipment (non-office)				\$0.00
11. Consultant				\$0.00
12. Architect / Engineer				\$0.00
13. Project Salary				\$0.00
14. Project Fringe				\$0.00
15. Project Costs	\$2,850.00			\$2,850.00
				\$0.00
<b>TOTAL</b>	<b>\$2,850.00</b>			<b>\$2,850.00</b>

Attachment: CDBR Yr 42 Sr Citizen Trans (4440 : Authorize CDBG Year 42 Contract Execution)

**UNION COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CD YEAR – F.Y. 2016 (42)**

**SCOPE OF SERVICE/CONTRACT INFORMATION**

**PROJECT:** Citizen Transportation Program

**SUBGRANTEE:** City of Summit

**ACCOUNT NO:** 016-295

**GRANT AMOUNT:** \$2,850

**SUBCOMMITTEE:** Social Services

**CONTACT PERSON:** Ms. Judith Leblein Josephs  
**TITLE:** Director Community Programs

**ADDRESS:** City of Summit  
512 Springfield Ave.  
Summit, NJ 07901

**TELEPHONE:** 908-273-6413  
**EMAIL:** jmbillyjr@summitnjha.org  
**FAX:** 908-273-3618

**CONTACT PERSON:** Ms. Judith Leblein Josephs  
**TITLE:** Director Community Programs

**PROJECT SITE:** City of Summit

**ADDRESS:** 100 Morris Ave.  
Summit, NJ 07901

**TELEPHONE:** 908-277-2932  
**EMAIL:** jljosephs@cityofsummit.org

**FAX:** 908-277-2978

**CENSUS TRACT:**

**CONTRACT START DATE:** September 1, 2016    **CONTRACT FINISH DATE:** August 31, 2017

# COUNTY OF UNION



## GRANT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**COUNTY OF UNION**

**GRANT AGREEMENT**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**WITNESSTH, THAT:**

*WHEREAS*, the County has been granted sufficient funds under Title I of the Housing and Community Development Act of 1974, as amended, (CDBG) which it may legally expend for the purpose of completing the Community Development Activities referred to in the attached Statement of Work; and

*WHEREAS*, the aforementioned Subrecipient has submitted written proposals to do and perform or subcontract to be done and performed the work and services hereinafter described; and

*WHEREAS*, said work and services must be performed in conformance with all Federal, State and Local law as well as public policy; and

*NOW, THEREFORE*, in consideration of the mutual promises and other conditions, covenants and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

**General Provisions**

**1. Term of the Contract**

This contract will be in effect as indicated on the attached "Grant Agreement Signature Form" or any period the Subrecipient has control over any CDBG funds, including program income.

**2. Compliance with Terms of Agreement. Suspension. Termination.**

In accordance with 2 C.F.R. §200.238 and 200.339, suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award.

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

In the event of termination of this Agreement all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other data prepared by the Subrecipient under this Agreement shall, at the option of the County, become County property.

Costs incurred by Subrecipient during suspension or after termination of the Agreement are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of suspension or termination, and not in anticipation of such action may be allowed if they are non-cancelable and the cost would be allowable if the award were not suspended or terminated.

**3. Termination for Convenience**

This Agreement may be terminated by either party if the Subrecipient and County mutually agree in writing to its termination and upon the termination conditions, including the effective date as indicated on the grant agreement signature form and in the case of partial termination, the portion to be terminated.

**4. Termination of Program**

It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated in whole or in part for any reason by the Department of Housing and Urban Development, then in such event, this agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

**5. Reporting and Accounting After Termination**

Notwithstanding anything herein to the contrary, upon termination of this agreement for any reason whatsoever, the Subrecipient agrees to cooperate fully in accounting for funds expended in the program under the Agreement and agrees to file and submit all such necessary final reports and data as may be required by the County or the U.S. Department of Housing and Urban Development.

**6. References for Statutes and Regulations**

Compliance with all updated, applicable statutes, policies and regulations referred to in this agreement shall be the responsibility of the Subrecipient.

**7. Copyrights and Patents**

No design, work, report, document, or other data produced in whole or in part with project funds shall be patented or copyrighted by the Subrecipient, nor shall any notice or copyright be registered by the Subrecipient in connection with any report, document, or other data developed by it for this project.

## DUTIES OF SUBRECIPIENT

### 8. Performance

That the Subrecipient shall perform or shall subcontract for performance in accordance with the attached Statement of Work, which shall be made a part hereof as if fully set forth herein.

The statement of work shall include a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the recipient effectively to monitor performance under the agreement.

### 9. Amendments

The County from time to time may request changes in the attached Scope of Services. Such changes including an increase or decrease in the amount of the Subrecipient's grant amount shall be incorporated in written amendments hereto after approval and execution by both parties.

In order to minimize the delay, budget changes (that do not increase budget total) and extensions approved by the Community Development Revenue Sharing Committee (CDRS) shall be exempt from the formal amendment procedure. These budget modifications and extensions are the only exemptions allowed from the standard amendment procedure.

### 10. Qualifications and performance

All of the services required hereunder shall be performed by the Subrecipient, or his authorized Subcontractors, and all personnel engaged in the work must be fully qualified and authorized or permitted under State and/or local laws to perform such services. The Subrecipient shall be responsible for ensuring that any subcontractors conform to the terms of this contract and all public policy considerations.

### 11. Performance Bond

A performance bond for all subcontracts in excess of \$100,000 shall be obtained by the Subrecipient and submitted to the County. In addition, a personal bond for at least one individual within the agency responsible for handling funds shall be obtained and submitted to the County.

### 12. Uniform Administrative Requirements

The Subrecipient shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The Subrecipient shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Scope of Services is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation

and internal monitoring of the Scope of Services and prompt, appropriate action when instances of noncompliance are identified.

The Subrecipient shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the County designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The Subrecipient shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The Subrecipient shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

### 13. Other Federal Requirements

The Subrecipient agrees to administer the Scope of Services in compliance with the following federal program requirements:

- A. Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to

programs or activities receiving Federal financial assistance under Title I programs.

- B. Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.
- C. Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.
- D. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. The Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135 20 (b) and (c).

The Subrecipient shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the Section 3 clause.

- E. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.
- F. Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.
- G. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).
- H. A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
- I. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

- J. The agreement is also subject to, where applicable, provisions of the Davis-Bacon Act (40 USC 276a) and the Contract Work Hours and Safety Standards Act (40 USC 327). Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subrecipient and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulation of the Department of Labor under 29 CFR parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen.

If wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirement of 29 CFR 5.5 and, for such contracts in excess of \$10,000.00 29 CFR 5a3.

#### **14. Reporting Requirements**

The Subrecipient shall submit to the County written progress reports, in the form prescribed by the County, on a quarterly basis for this Agreement's duration.

The Subrecipient, upon completion of said work and services, shall prepare and submit to the County a final written report outlining all information, exhibits, reviews of said project and related matters necessary, no later than 30 days after the completion of this Agreement.

The Subrecipient, if providing housing or commercial rehabilitation, shall provide the County with a completed Environmental Factors Checklist report on each property rehabilitated.

Copies of all notes, reports, computer programs or other technical data of the Subrecipient as well as other data concerning the work hereunder, shall be delivered to the County and the Community Development Committee upon request. The County shall have the right to use all or part thereof for any purpose without any claim on the part of the Subrecipient for additional compensation.

#### **15. Records to Be Maintained**

The Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient administers the Statement of Work in compliance with the CDBG requirements and in a manner that meets one of the CDBG national objective(s) of 24 CFR 570.208. Records to be Maintained are more fully described at 24 CFR Part 570.506.

The Subrecipient shall maintain records to document compliance with other applicable laws and regulations set forth in 24 C.F.R. Part 570.600- 570.614 Subpart K.

#### **16. Retention of Records**

The Subrecipient shall retain all project files, financial records, and any other documents related to this Agreement for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the 3 year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- When the Subrecipient is notified in writing by the County to extend the retention period; and
- Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

#### **17. Inspection Fees**

Inspection fees incurred by the Subrecipient relating to the project shall not be paid by the County/Grantee.

#### **18. Insurance and Indemnification**

The Subrecipient or Subcontractor, agrees to provide the following levels of insurance:

**Commercial General Liability (CGL):** Coverage for all operations including, but not limited to contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$5,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured.

**Automobile Liability:** Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

**Workers Compensation:** As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

The aforesaid insurance shall provide adequate protection for the Subrecipient and the County against all claims, demands, liabilities and damage to persons and property arising out of, in connection with or from the performance of this Agreement, and shall provide that the County shall be indemnified and held harmless from any judgment or costs including counsel fees.

The Subrecipient shall maintain such insurance in full force and effect until the final completion or termination of all work and services hereunder. The Subrecipient agrees to deliver to the County, the certificate or certificates from the insurance company writing the policies aforementioned, certifying that such policies shall not be terminated by the company or companies during the term of this Agreement without ten (10) days prior written notice to the County.

In the event such insurance coverage shall be so terminated during the term of this Agreement, the Subrecipient does hereby authorize the County to procure such insurance and to deduct the cost thereof from any funds due and owing pursuant to this Agreement, or, in the alternative, to terminate this Agreement.

### **19. Flood Disaster Protection**

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 USC 4106). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified are in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102 (a) of said Act (42 USC 4012 a).

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001a et. seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102 (a) of the Flood Disaster Protection Act of 1973 (42 USC 4012 a). Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

### **20. Requests for Payment**

This program is a reimbursement program. Requests for payment must be submitted with back-up material such as invoices or receipts supporting the funds that are requested and proof of payment to vendor or contractor. Once payment request is received, it is reviewed by the Community Development staff to ensure that the request fits within the parameters of the contract and that the work has been completed. Payment request should be made in a timely manner.

The County hereby agrees to pay to the Subrecipient, and the Subrecipient hereby agrees to accept for the services and disbursements herein a sum not to exceed the amount specified on the face sheet of this Agreement.

An authorized official for the Subrecipient must provide a signed certification with each request that states the following: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

The Subrecipient shall only request advance funds which are needed for immediate use, and will abide by all regulations promulgated by the Federal Government regarding letters of credit and cash management procedures. Funds shall be paid to the Subrecipient after receipt of a properly executed County voucher and a cash request form. Said documents shall be provided to the Subrecipient and must be received by the County approximately two (2) weeks prior to the expected payment date.

At the conclusion of any contract, funds for which expenses have been properly incurred by the Subrecipient, but no reimbursement has yet been made by the grantee, are considered to be unliquidated obligations. All unliquidated obligations must be satisfied within 90 days by the County. All bills, invoices, vouchers and documentation must be submitted to the County, by the Subrecipient, within 60 days of the end of the contract period.

## **21. Repayments**

The Subrecipient shall reimburse the County, within 45 days of receipt of written notice for said reimbursement, for any and all costs relative to this Agreement which may be required to be repaid by the County to the U. S. Department of Housing and Urban Development pursuant to the regulations thereof, provided the Subrecipient shall not be required to make any such reimbursement if the project which forms the subject of this Agreement was reviewed and approved by the County and the reimbursement is sought because the project was later determined to not comply with Federal Regulations establishing eligibility for the grant.

## **22. Data Availability**

The County shall cooperate with the Subrecipient by making available all relevant records, information and other statistics or data within its jurisdiction and control.

**23. Conflict of Interest**

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. If the Subrecipient has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the Subrecipient is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted activity, or with respect to the proceeds of the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the County may grant an exception to the conflict of interest provisions on a case-by-case basis.

The Subrecipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

**24. MANDATORY DISCLOSURES**

The Subrecipient shall provide written notice to the County within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards under the County's control.

**25. FINDINGS CONFIDENTIAL**

Any reports, information or data given to or prepared by the Subrecipient concerning the County under this Agreement shall not be made available to any individual or organization by the Subrecipient without first submitting them to the County for approval.

**26. Contract Solicitation**

The Subrecipient herein warrants that no person has been employed to solicit or secure this Agreement in a manner which would be in violation of the provisions of Section 10, Chapter 48 of the laws of 1954.

**27. Program Income**

Any income generated by the Subrecipient from the use of CDBG funds governed by this Agreement shall be considered CDBG program income, as defined in 24 CFR 570.500 (a).

The Subrecipient shall deposit all CDBG program income in a designated CD Program Income Account. Recipients shall record the receipt of all program income as part of the program transactions. A copy of these records shall be submitted to the County on a monthly basis.

The Subrecipient agrees to remit all CDBG program income to the County on a monthly basis. The County agrees to make an amount of CDBG funds available to the Subrecipient for additional eligible CDBG activities, provided that a new proposal describing the eligible activity and a new scope of services has been approved by the Community Development Revenue Sharing Committee. An amendment to this Agreement or a new agreement shall be executed to cover the new scope of services, as applicable.

**28. Closeout and Reversion of Assets**

The County will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the Subrecipient. Unless provided an extension through written notification by the County, the Subrecipient shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the County any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, Subrecipient's obligations to the County shall not terminate until all closeout requirements are completed. The following obligations of the Subrecipient shall survive the termination of this Agreement:

- Subrecipient's indemnity obligations;
- the obligation to cause audits to be performed relating to Subrecipient's activities and costs under this Agreement;
- the obligation to repay to the County any CDBG proceeds improperly disbursed to Subrecipient or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under the Subrecipient control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five (5) years of the close out of this Agreement, the Subrecipient shall reimburse the County a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended for the overall acquisition and improvement cost of the property.

### **29. Citizen Participation**

The Subrecipient, if a municipality, agrees to comply with the requirements of the Participation Plan as adopted by the Union County Community Development Revenue Sharing Committee.

### **30. Displacement**

The Subrecipient shall in accordance with the guidelines set forth in 24 CFR 570.305 develop a policy to mitigate and minimize the effects of displacement of persons from their homes and neighborhoods by virtue of displacement as defined in 24 CFR 570.612.

### **31. Audit**

Within thirty (30) days of the close of the Subrecipient's fiscal year, the Subrecipient shall provide to the County a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official of the Subrecipient.

The Subrecipient agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the Subrecipient expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The Subrecipient shall submit a copy of the audit to the County and the Federal Audit Clearinghouse (FAC) within thirty (30) calendar days after receipt of the auditor's report(s). The Subrecipient shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The County shall issue a management decision for audit findings that relate to this Agreement within six (6) months of acceptance of the audit report by the FAC.

**32. Assurances to be Part of Agreement**

The Special Assurances attached hereto are hereby made part of this Grant Agreement. Subrecipient in said General and Special Assurances shall apply to and include all Subrecipients and subcontractors of the Subrecipient.

**33. Non-assignment**

The Subrecipient shall not assign or sublet any obligation under or interest in this Agreement, whether by assignment or novation, without the prior written consent of the County.

**34. Acknowledgement**

The Subrecipient agrees to give credit to the Union County Board of Chosen Freeholders in all published materials, signs, and announcements of the Subrecipient regarding projects for which CDBG funds are used. The acknowledgement should read as follows:

*This project is made possible by a Community Development Block Grant from the Union County Board of Chosen Freeholders.*

The Subrecipient agrees to invite the County Bureau of Community Development to dedication ceremonies, groundbreaking and grand openings or re-openings of all projects which CDBG funds are used.

The Subrecipient agrees, in accordance with local ordinances, to allow the County to post sign during the construction phase of all projects for which CDBG funds are used, with the exception of funds used on privately owned residential units. The sign will indicate that the Department of Economic Development, Bureau of Community Development, and/or the Union County Board of Chosen Freeholders funded the project, either partially or in full, whichever is applicable. Aforementioned signs will be provided for and placed by the County and will remain the property of the County of Union.

**35. Compliance with Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- A. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the

List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- B. Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued hereunder.
- C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113 (c) of the Clean Air Act or section 309 (c) of the Federal Water-Pollution Control Act.

### 36. Affirmative Action

Pursuant to P.L. 1975, c. 127 (N.J.A.C. 17.27), The Subrecipient agrees to comply, during performance of this contract with the following:

- A. The Subrecipient, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- B. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- C. Such equal employment opportunity shall include, but not be limited to the following:
  - a. employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

- b. layoff or termination;
  - c. rates of pay or other forms of compensation; and
  - d. selection for training, including apprenticeship.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause; and
- E. Subrecipient, where applicable, shall in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- F. The Subrecipient, where applicable, will send to each labor union or representation or workers with which it has a collective bargaining agreement or contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers; representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment; and
- G. The Subrecipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act; and
- H. The Subrecipient, where applicable, agrees to attempt in good faith to employ minorities and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasure of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and
- I. The Subrecipient agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that the Subrecipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices; and
- J. The Subrecipient agrees to revise and of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing,

as established by applicable Federal law and applicable Federal court decisions;  
and

- K. The Subrecipient agrees to review all procedures relating to transfer, upgrading and downloading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with applicable employment goals consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and
- L. The Subrecipient shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- M. When hiring or scheduling workers for construction purposes, the Subrecipient agrees to make good faith efforts to employ minority and women workers consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided however that the Division of Public Contracts Equal Employment Opportunity Compliance (Division) may, in its discretion, exempt a Subrecipient from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Division is satisfied that the Subrecipient is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Subrecipient agrees that a good faith effort shall include compliance with the following procedures:
- a. If the Subrecipient has a referral agreement or arrangement with a union for a construction trade, the Subrecipient shall, within three (3) business days of the contract award, seek assurances from the union that it will cooperate with the Subrecipient as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Subrecipient is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Subrecipient agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Subrecipient’s prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and

women workers consistent with affording equal employment opportunities as specified in this chapter, the Subrecipient agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (b) below; and the Subrecipient further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- i. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - iii. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Subrecipient has a referral agreement or arrangement with a union for the construction trade;
  - iv. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - v. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - vi. To adhere to the following procedure when minority and women workers apply or are referred to the Subrecipient:
    1. The Subrecipient shall interview the referred minority or women worker.

2. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Subrecipient shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Subrecipient shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
  3. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the Subrecipient shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  4. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- vii. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- c. The contractor or subcontractor agrees that nothing contained in (b) above shall preclude the Subrecipient from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and

women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the Subrecipient shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The Subrecipient also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The Subrecipient agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- d. The Subrecipient shall furnish such reports or other documents to the Division as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C 17:27).

### **37. Obligations of Subrecipient with Respect to Certain Third Party Relationships**

The Subrecipient shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subrecipient. Any Subrecipient which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under the agreement to the Subrecipient is carried out in accordance with the Applicant's Assurances and Certifications.

**38. Interest of Certain Federal Officials**

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**39. Prohibition Against Payments of Bonus or Commission**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such service, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**40. Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows the Equal Employment Opportunity Guidelines as follows:

- A. The contractor will recruit, hire, train, assign and promote persons in all job classification without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/ beliefs; and
- B. Hiring and assignment shall be based solely on consideration ability, performance and relation of job requirements without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/beliefs; and
- C. Promotions and Seniority shall be based solely on valid job related criteria without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/beliefs; and
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; and
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; and
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the

contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and

- G. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the Department of Justice (Department) and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, and regulation 41 CFR 60 with a contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department for appropriate legal proceedings.

## SPECIAL ASSURANCES

### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**1. Procurement Standards:**

The Subrecipient shall comply with the requirements of 2 CFR 200.

**2. Access to Records:**

The County shall monitor and evaluate Subrecipient's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. The Subrecipient shall cooperate with the County and any federal auditors authorized by the County and shall make available all information, documents, and records reasonably requested and shall provide County the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

**3. Hatch Act:**

The Subrecipient agrees that neither the Community Development Program nor the funds provided therefore nor the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of the United States Code.

**4. Architectural Barriers Act of 1968:**

The Subrecipient will assure that the design of any facility constructed will comply with the "American Standard for making buildings and facilities accessible and usable by the physically handicapped," number A-117 1R (as modified C41 CFR 101-19 603).

**5. Certification Regarding Lobbying:**

The Subrecipient certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

or a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**6. Section 906 of the Cranston-Gonzalez National Affordable Housing Act:**

The Subrecipient agrees to cooperate with the policy prohibiting the use of excessive force and the policy of enforcing state and local laws against physically barring entrance to or exit from a facility subject to non-violent civil rights demonstrations in accordance with Section 906 of the Cranston-Gonzalez National Affordable Housing Act.

**7. Furthering Fair Housing (AFFH)**

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's final rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the final rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively further fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

Resolution (ID # 4456)  
September 20, 2016

**DECLARE VACANCY - PART-TIME PARKING ENFORCEMENT OFFICER**

Pending closed session discussion

Resolution (ID # 4437)  
September 20, 2016

**APPOINT TWO NEW VOLUNTEER FIREFIGHTERS**

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

That the following be and they are hereby appointed as Volunteer Firefighters for the City of Summit.

**FIRE DEPARTMENT**

Volunteer Division – Hook & Ladder Co. #1

Mario Noriega  
469 Millburn Avenue  
Millburn, NJ

Volunteer Division – Union Hose Co. #1

Sergio E. Villalobos  
13 Harvey Drive  
Summit, NJ

Dated: September 20, 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, September 20, 2016.

City Clerk



**CITY OF SUMMIT  
FIRE DEPARTMENT**

**COMMITTEE MEETING AGENDA**

TO: MEMBERS OF THE PUBLIC SAFETY COMMITTEE  
MAYOR RADEST  
CITY ADMINISTRATOR ROGERS  
COUNCILMEMBER OGDEN

FROM: CHIEF ERIC EVERS

RE: RESOLUTION AUTHORIZING THE APPOINTMENT OF TWO NEW VOLUNTEER FIREFIGHTERS

DATE: AUGUST 24, 2016

COPY TO: MICHAEL ROGERS, CITY ADMINISTRATOR  
ROSEMARY LICATESE, CITY CLERK

A resolution is requested at the September 20, 2016 meeting of Common Council authorizing the people listed below for appointment as members of the Volunteer Division of the Summit Fire Department.

Mario Noriega  
469 Millburn Ave  
Millburn NJ 07041

*Hook & Ladder Co. # 1*

Sergio E. Villalobos  
13 Harvey Drive  
Summit NJ 07901

*Union Hose Co. # 1*

These two individuals have satisfied the requirements for membership in the Volunteer Division.

Thank you for your consideration in this matter.

Resolution (ID # 4463)  
September 20, 2016

**AUTHORIZE STATE CONTRACT PURCHASES - 3 YEAR LEASE/PURCHASE OF TWO (2)  
POLICE VEHICLES - \$18,827.97 PER YEAR**

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

That, in accordance with the Acting City Treasurer's certification of the availability of funds in Account #5-01-25-240-002-200, a copy of which is attached hereto and made a part of this resolution, along with the memo dated August 31, 2016 from the Police Lieutenant, and pursuant State Contract #88728, through Chas S Winner, Inc. dba Winner Ford, 250 Berlin Road, Cherry Hill, NJ 08034, the 3-year lease/purchase of two (2) 2017 Ford Interceptor SUV Police Utility Vehicles with an annual cost of \$18,827.97, be and is hereby authorized.

FURTHER RESOLVED that the 2017 and 2018 lease payments will be certified upon inclusion in and adoption of the respective years' operating budget.

Dated: September 20, 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, September 20, 2016.

City Clerk



# SUMMIT POLICE DEPARTMENT ADMINISTRATION



## MEMORANDUM

To: Chief Robert K. Weck  
From: Lt. David L. Richel  
Re: Police Vehicle Purchase - 2016 Budget  
Date: August 31, 2016

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A resolution is requested at the next meeting of common council authorizing the following:

- (1) 3-year lease/purchase, through Winner Ford Chrysler Jeep Dodge under NJ State Contract #88728, for two (2) 2017 Ford Interceptor SUV's, Police Utility Vehicles. The total cost in 2016 for the vehicles is \$53,347.

This purchase will allow us to continue with the proposed replacement schedule and replace two vehicles from the patrol fleet that are exhibiting signs of aging, excessive mileage, as well as an increase in maintenance costs. The vehicles that need to be replaced are two 2011 Ford Crown Victoria's.



Municipal Finance Department  
1 American Road, MD 7500  
Dearborn, Michigan 48126

August 25, 2016

Mike Drahuschak  
Winner Ford  
mdrahuschak@winnerford.com

RE: City of Summit, NJ, Quote #85860

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price
2	2017 Ford Police Interceptor Utility	\$26,401.00

Total Amount Financed*	Number of Payments	Payment Timing	APR	Payment Factor	Payment Amount
\$53,347.00	3	Annual in Advance	6.00%	0.352934	\$18,827.97

\*\$545.00 underwriting fee included

EXPIRATION DATE: 11/30/2016

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

**Ford Credit Municipal Finance Program**

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- At term end, the municipality buys the equipment for \$1.

Thank you for allowing Ford Credit Municipal Finance the opportunity to provide this quotation. If you have any questions regarding the option presented, need additional options, or would like to proceed with the approval process, please contact me at (800) 241-4199, option 1.

Sincerely,

*Evan Pleasant*

Evan Pleasant  
Marketing Coordinator  
epleasan@ford.com



We look forward to assisting you as we have other customers.

*"I purchase Fords through Ford Credit as an easy alternative to conventional financing. Good product, good rate, easy process, great support staff." J.J. Randall – Frankfort Park District, IL 02/15/2016*

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

Attachment: Police Vehicles quote (4463 : State Contract Purchases: 3-Yr Lease/Purchase of 2 PD Vehicles; Emergency Lighting & Equipment)

Certification of Availability of Funds

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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: September 20, 2016  
Resolution Doc Id: 4463

Vendor: Ford Motor Credit Company LLC  
1 American Road  
MD 7500  
Dearborn, MI 48126

Purchase Order Number: 16-03031

Account Number	Amount	Account Description
C-04-31-014-00C-020	\$18,827.97	3114C PD Police Vehicles

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

*Melissa Berger*  
Assistant City Treasurer

Attachment: Certification of Availability of Ford Motor 2016 (4463 : State Contract Purchases: 3-Yr Lease/Purchase of 2 PD Vehicles;

**AUTHORIZE NATIONAL COOPERATIVE PURCHASE - NATIONAL JOINT POWERS  
ALLIANCE - PURCHASE OF KNUCKLE BOOM TRUCK - \$175,270.83**

WHEREAS, under the authority of N.J.S.A. 52:34-6.2(b)(3), the City of Summit is permitted to join national cooperative purchasing agreements, and

WHEREAS, the Common Council adopted resolution #36126 dated January 24, 2014, authorizing the City of Summit to become a member of the National Joint Powers Alliance (NJPA), and

WHEREAS, in a memo dated September 2, 2016, the City Engineer/Deputy DCS Director requests approval for the purchase of one (1) new 2016 Petersen Industries TL3 Lightning Loader boom crane, grapple and dump body mounted on a 2017 Freightliner M2-106 chassis (Knuckle Boom Truck) to replace the DPW Truck #94 which has been placed out of service, and

WHEREAS, the equipment and installation is to be purchased through NJPA contract #070313-P11 from Vasso Systems, Inc., 159 Cook Street, Brooklyn, NY 11206 for a total cost of \$175,270.83.

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

That, in accordance with the Assistant City Treasurer's certification of the availability of funds in Account Nos. C-04-27-014-00C-000, C-04-29-012-00C-003, and C-04-31-014-00C-030, a copy of which is attached hereto and made a part of this resolution, and pursuant to the National Joint Powers Alliance contract referenced above, the purchase of one (1) Knuckle Boom Truck for a total cost of \$175,270.83 be and is hereby authorized.

Dated: September 20, 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, September 20, 2016.

City Clerk



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**RESOLUTION (ID # 4464)**

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DOC ID: 4464

TO: Mayor and Common Council  
FROM: Aaron Schrager, City Engineer/ Deputy DCS Director  
DATE: September 2, 2016

**SUMMARY**

At this time I am recommending the purchase of one (1) new 2016 Petersen Industries TL3 Lightning Loader boom crane, grapple and dump body mounted on a 2017 Freightliner M2-106 chassis. This new vehicle is intended to replace DPW Truck #94 (knuckle boom truck) of the Recreation, Parks and Shade Tree (RPST) Unit for use primarily as a log and brush haul truck during RPST Unit tree maintenance and tree removal operations. The new truck will also provide essential support for DPW emergency storm cleanup operations, support department programs such as Dial-A-Truck refuse collections, and function as a dump truck for routine RPST maintenance activities. The proposed vehicle will feature an extendable twenty-foot boom crane with hydraulic grapple and a 24 cubic yard trash dump body mounted on a 40,000 lb. GVWR single-axle Freightliner chassis.

This vehicle purchase was planned and approved as a 2006 capital purchase to replace the DPW's existing 1994 IMT 4825 Knuckle boom crane / Ford F700 chassis. The existing engine and chassis mileage is approximately 70,000 miles, and the body has deteriorated significantly. The existing truck's knuckle boom crane is non-functioning and has been placed out of service. The proposed new truck features increased lifting and carrying capacities that will enhance the safety of tree operations requiring loading and transporting logs on City roadways.

Funding for this purchase was originally provided in the 2006 Capital Ordinance # 06-2714 (\$70,000) in now account #C-04-27-014-00C-000. Additional funding was approved and provided in 2010 Capital Ordinance # 10-2912 (\$78,000) in account #C-04-29-012-00C-003, and in 2016 Capital Ordinance # 16-3114 (\$67,000) in account #C-04-31-014-00C-030. Total available funding for this purchase is \$215,000.

The vendor for the base vehicle purchase is Vasso Systems, Inc., 159 Cook Street, Brooklyn, NY

11206. The cost to this vendor for the base vehicle, including chassis cab, body and crane, delivery and staff training is \$175,270.83. This vehicle is to be purchased through the National Joint Powers Alliance (NJPA) Contract #070313-P11. This vehicle is not available on NJ State contract or any other local cooperatives that the City has access to. A cost savings determination has been completed in accordance with LFN 2012-10.

The truck being replaced will be proposed for auction, and removed from inventory when sold.



# QUOTATION

**For:** City of Summit, NJ  
Chris Holenstein  
Summit, NJ

**Quotation Number: KRH 16-08-03**

Qty	Item Number	Description	Unit Price
1	NJPA	NJPA Contract 070313-PII	
1	TL3 loader	Petersen Industries TL3 Lightning Loader per the attached specifications labeled "City of Summit Specifications for Knuckleboom Trash Loader and Dump Body"	\$81,082.80
1	Freightliner M2-106	Freightliner M2-106 Chassis to fit above Lightning Loader per specifications dated 6/1/16	\$89,241.72
1	NJPA Discount	Authorized NJPA Contract Discount 2%	<b>(\$3,406.49)</b>
1	Freight and Training	Shipping from Lake Wales Florida to Brooklyn for further modifications and delivery to Summit NJ. One (1) full days in-service and training	\$3,569.00
	<b>Totals</b>	<b>Final NJPA Contract Price:</b>	<b>\$170,487.03</b>
	<b>NOTE:</b>	<b>Please Note; NJ State Inspections &amp; Certifications and NJ Vehicle Registration is the responsibility of the City of Summit</b>	
	Extended Warranties	Freightliner M2-106 Extended Chassis Warranties if desired - please add:	\$4,783.80

For Vasso Systems

**Date of Quotation:** 8/8/16

**Expires:** 9/30/16

Ken Heverly  
Regional Sales Manager  
914-475-4790 ken.vasso@gmail.com



Attachment: Proposed (4464 : Authorize National Coop Purchase - NJPA - Purchase of Knuckle Boom Truck -



Attachment: Existing (4464 : Authorize National Coop Purchase - NJPA - Purchase of Knuckle Boom Truck -

Certification of Availability of Funds

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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: September 20, 2016  
Resolution Doc Id: 4464

Vendor: Vasso Systems, Inc.  
159 Cook Street  
Brooklyn, NY 11206

Purchase Order Number: 16-03144

Account Number	Amount	Account Description
C-04-27-014-00C-000	\$70,000.00	2714C Vehicular Equipment
C-04-29-012-00C-003	\$78,000.00	2912 Knuckle Boom Truck
C-04-31-014-00C-030	<u>\$27,270.83</u>	3114C DCS Boom Truck
Total	\$175,270.83	

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

Melissa S. Berger  
Assistant City Treasurer

Attachment: Certification of Availability of Funds Vasso Sys (4464 : Authorize National Coop Purchase - NJPA - Purchase of Knuckle Boom

**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
Melissa Phillips 9 Norwood Avenue Summit, NJ 07901	Chef It Up	\$10.00
Melissa Moriarty 130 Hobart Avenue Summit, NJ 07901	Fall Soccer/Field User Fee	\$145.00
Rachel Innes 23 Webster Avenue Summit, NJ 07901	Pool Membership	\$75.00
Beth Sharp 55 Blackburn Place Summit, NJ 07901	Fall Soccer/Field User Fee	\$145.00
Julia Schomakhiya 112 Canoe Brook Pkwy Summit, NJ 07901	Football/Field User Fee	\$220.00
Heather Braun 26 Lenox Road Summit, NJ 07901	Flag Football (2)	\$200.00
Dalila Wisniewski 38 Blackburn Place Summit, NJ 07901	Fall Soccer/Field User Fee	\$145.00
Mandana Arvandi 26 Twombly Drive Summit, NJ 07901	Fall Soccer/Field User Fee	\$145.00
Amy Flack 15 Carleen Court Summit, NJ 07901	Football	\$80.00
Kathryn Schwartzstein 44 Lowell Avenue Summit, NJ 07901	Football	\$80.00
Ellen Lehrich 261 Kent Place Blvd. Summit, NJ 07901	Football	\$80.00

Steve Kelly 5 Rotary Lane Summit, NJ 07901	Football	\$80.00
Tom Walsh 244 Bedford Road Summit, NJ 07901	Football	\$200.00
Lisa Donini 46 Fernwood Road Summit, NJ 07901	Football	\$180.00
Kelly Iacovelli 151 Colonial Road Summit, NJ 07901	Football	\$80.00
Kiera Mathey 226 Oak Ridge Avenue Summit, NJ 07901	Football	\$200.00
David Trone 58 Prospect Hill Avenue Summit, NJ 07901	Football	\$200.00
Ville Paasonen 100 Woodland Avenue Summit, NJ 07901	Soccer	\$125.00
Liz Skoler 30 Essex Road Summit, NJ 07901	Soccer/Field User Fee	\$145.00
Jody Sargeant 3 Glen Oaks Avenue Summit, NJ 07901	Soccer/Field User Fee	\$145.00
Gina Deljones 32 Mountain Avenue Summit, NJ 07901	Flag Football	\$100.00
Karan Bhatia 215 Ashland Road Summit, NJ 07901	Soccer/ Field User Fee	\$145.00
Renee Rainero 658 Springfield Avenue Summit, NJ 07901	Soccer	\$125.00
Deanna Ippolito 12 Colony Court Summit, NJ 07901	Chef It Up	\$115.00

Dated: September 20, 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, September 20, 2016.

City Clerk

Resolution (ID # 4443)  
September 20, 2016

**AUTHORIZE ATTENDANCE - NATIONAL FIRE ACADEMY MEMORIAL ACTIVITIES**

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

That the following Fire Department personnel be and they are hereby authorized to attend the National Fallen Firefighter Foundation's "Memorial Weekend" and participate as a support team, to be held at the National Fire Academy in Emmitsburg, Maryland from October 5-9, 2016.

Chief Eric Evers  
Battalion Chief Paul Imbimbo  
Lieutenant Brian Harnois

FURTHER RESOLVED that an itemized listing of expenses be submitted to the City Treasurer following the close of the conference.

Dated: September 20, 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, September 20, 2016.

City Clerk



**CITY OF SUMMIT  
FIRE DEPARTMENT**

**MEMO**

**TO:** MEMBERS OF THE PUBLIC SAFETY COMMITTEE  
COUNCILWOMAN OGDEN  
COUNCILMAN McTERNAN  
MAYOR RADEST

**FROM:** CHIEF ERIC EVERS

**RE:** RESOLUTION AUTHORIZING THE ATTENDANCE AT THE NATIONAL FALLEN FIREFIGHTERS  
MEMORIAL WEEKEND

**DATE:** AUGUST 24, 2016

**COPY:** MICHAEL ROGERS, CITY ADMINISTRATOR  
ROSEMARY LICATESE, CITY CLERK

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A resolution is requested at the September 20, 2016 meeting of Common Council authorizing department representation at the National Fallen Firefighter Foundation's Memorial Weekend, to be held at the National Fire Academy, Emmitsburg, Maryland on October 5--9, 2016.

The following members have volunteered to attend the Firefighter Memorial and participate as a support team for the weekend activities.

Chief Eric Evers  
Battalion Chief Paul Imbimbo  
Lieutenant Brian Harnois

A resolution authorizing attendance at this meeting is highly recommended.

Thank you for your consideration in this matter.

Resolution (ID # 4410)  
September 20, 2016

**GRANT PERMISSION AND SET FORTH CONDITIONS - PAL PUMPKIN LAUNCH AT  
TRANSFER STATION**

WHEREAS, in addition to meeting all the conditions of Section 12-1, Rules and Regulations for Use of Public Property, of the Code, the Summit Police Athletic League (Applicant) requires additional permissions.

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

**Event: Summit Police Athletic League - PAL Pumpkin Launch at the Transfer Station, Sunday, November 6, 2016 – 8:00 am – 4:30 pm**

1. That in conjunction with the above named event(s), the following permission(s) is (are) granted or condition(s) imposed:
  - A.
    1. Use an area at the Transfer Station as determined by the Director of the Department of Community Services (DCS Director).
    2. That parking at the Transfer Station shall be identified and coordinated by the DCS Director with the assistance of the Police Department, for safe staging of same.
    3. That the Applicant shall coordinate the use of the City's catapult with the DCS Director and City Engineer at least three weeks in advance of the event date.
    4. That use of any other device used as a catapult by the Applicant shall be subject to appropriate inspection by the City Engineer as to its structural soundness before operating such mechanism at least three weeks in advance of the event date.
    5. Applicant shall be responsible for removing all signs and litter or waste as a result of the event and coordinate same with the DCS Director.
    6. The Applicant shall coordinate DPW assistance with the DCS Director and the Applicant shall be responsible for payment of DPW overtime fees.
    7. Applicant shall be responsible for obtaining all required permits and inspections from the Fire Department for use of any tents at least two weeks in advance of the event date.
    8. That the Applicant shall coordinate Police Auxiliary coverage for the event with the Chief of Police.
    9. That the Applicant shall be responsible for assigning volunteers to serve as "gate keepers" for the event.
    10. Any food preparation, food supply and distribution, shall be subject to approval of the Board of Health and Fire Department with the Applicant being responsible for obtaining the required permits from each department and shall coordinate same at least two weeks in advance of the event date.

11. That, whenever peddlers are included in any events on City property, 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.
- 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 Transfer Station and will not adversely affect the safety and general welfare of the public. It is strongly suggested that inverter type generator, which is much less noisy, be used.
- C. Permission to hold said event is subject to the following:
- Receiving an insurance certificate naming the City as an additional insured, meeting the City's requirements, as set forth in the ordinance and application for the event and the use of the banner space on the Village Green.
  - Receiving an insurance certificate naming the County of Union as an additional insured and a signed Hold Harmless Agreement, as required by the County for use of County property.
- D. That upon approval of this resolution, the City Clerk is authorized to send a copy of the resolution, along with the insurance certificate and signed Hold Harmless Agreement to the Union County Board of Chosen Freeholders with a request for authorization to use the Transfer Station for the above mentioned event, which is leased by the City from the County.

Dated: September 20, 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 September 20, 2016.

City Clerk

Resolution (ID # 4455)  
September 20, 2016

**GRANT PERMISSION AND SET FORTH CONDITIONS – PAL - SUMMIT CLASSIC CAR SHOW**

WHEREAS, in addition to meeting all the conditions of Section 12-1, Rules and Regulations for Use of Public Property, of the Code, the Summit Police Athletic League (Applicant) requires additional permissions.

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

**Event: Summit Classic Car Show 2016 (Sunday, October 2, 2016)**

Permission:

1. The following roads/lots to be closed from 6:00am - 3:30pm
  - Springfield Avenue between Beechwood and Summit Avenue
  - Union Place (entire length)
  - Bank Street (entire length)
  - Bank Street Lot
  - Beechwood Road, between DeForest Avenue and Union Place
  - Beechwood Road, between 400 Lane and Springfield Avenues
2. Close Rail Park and Ride Lot at the corner of Union Place and Summit Avenue, subject to obtaining permission from NJ Transit.

Conditions:

- That at least one week prior to the event, the applicant shall send notification, which must be pre-approved by the Parking Services Manager, to all overnight permit holders, advising of alternate parking areas for the affected lots and nights.
- That the applicant shall, at least one week prior to the event, advise the Parking Services Manager of the number of barricades needed for the event.
- Individual permits as required by the Health Department and the Fire Department shall be obtained as deemed required by both departments.
- Placement, wording and letter sizing of said banner is subject to the approval of the Director of the Department of Community Services.
- A 24-hour emergency contact number shall be provided to the Public Works Manager and Police Dispatch, in case any emergencies arise involving the event.
- That the applicant shall, at least two weeks prior to the event, arrange for three (3) off-duty traffic officers from 7:00am to 11:00am, for which the applicant shall be invoiced.

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

- That an insurance certificate is required naming the City as an additional insured from the PAL along with a Hold Harmless Agreement.
- That whenever peddlers are included in any of the aforementioned events, those holding valid peddler's licenses, a list of which shall be obtained from the City Clerk's Office, be given the right of first refusal to peddle at said events.
- That for all events requiring off-duty police officers for safety and security, the applicant shall, at least two weeks in advance of the event, coordinate same with Police Department, which shall be subject to the approval of the Chief of Police.
- That for all events requiring fire inspections, the applicant shall coordinate same with the Fire Departments, which shall be subject to the approval of the Fire Chief.
- That any request for use of the City's electrical outlets shall be coordinated with the Public Works Manager at least two weeks prior to each event requiring same.
- That for all events requiring workers from the Division of Public Works for maintenance and clean-up services shall coordinate same with the Public Works Manager.

Dated: September 20, 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 September 20, 2016.

City Clerk

Resolution (ID # 4453)  
September 20, 2016

**AUTHORIZE ROAD CLOSURE - UNITARIAN CHURCH MARCH AND CEREMONY**

WHEREAS, the Unitarian Church has advised that it wishes to conduct a march immediately followed by a ceremony and banner raising in front of the church on Sunday, September 25, 2016 beginning at 4:00 pm, and

WHEREAS, the march would start at Christ Church, at the intersection of Springfield Avenue and New England Avenue heading east on Springfield Avenue through the center of town, ending in front of the Unitarian Church, which would be followed by a ceremony and banner raising outside the church on Springfield Avenue, and

WHEREAS, once at the Unitarian Church, the ceremony and banner raising would require the temporary closure of Springfield Avenue from Waldron Avenue to Summit Avenue.

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

That in conjunction with the above described event, the following additional permission(s) is (are) granted or condition(s) imposed:

1. Applicant shall make arrangements for off-duty police officers coverage, for which the Applicant shall be billed. Said arrangements shall be coordinated through the Police Department. The number of off-duty police officers required for appropriate coverage at the event shall be determined by the Chief of Police.
2. If there is any use of candles, the Applicant shall be responsible for the collection of candles and proper disposal of same at the end of the event.
3. Permission is subject to receiving a Certificate of Insurance naming the City as an additional insured and a signed Hold Harmless Agreement, meeting the City's requirements, as set forth in the ordinance.
4. The designated person in charge of the event shall provide contact information (name, cell number) of the on-site person(s) responsible for the event. The contact information shall be submitted to the Summit Police Department and the City Clerk's Office at least two weeks in advance of the event date.

FURTHER RESOLVED, that 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 and will not adversely affect the safety and general welfare of the public.

Dated: September 20, 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, September 20, 2016.

City Clerk



**SUMMIT POLICE DEPARTMENT  
SUPPORT SERVICES DIVISION  
MEMORANDUM**



To: Rosemary Licatase  
From: Lt. David L. Richel  
Re: Unitarian Church March  
Date: September 6, 2016

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I was contacted by the Unitarian Church in regards to a march that they are requesting to have on September 25, 2016 at 4:00pm. I was advised that the march would be a Black Lives Matter march to raise awareness to the community.

The march is requested to start at Christ Church at the intersection of Springfield Avenue and New England Avenue. They would then travel east on Springfield Avenue, through the center of town, and commence at the Unitarian Church. Once at the Unitarian Church there would be a ceremony and a banner raising. This would require the closing of Springfield Avenue from Waldron Avenue to Summit Avenue for a short time.

I spoke with Rev. Boggis and advised her that we would require 4 police officers to assist with the traffic concerns and security of the marchers.

Attachment: Unitarian Church Memo 9-6-16 (4453 : Authorize Road Closure - Unitarian Church - March and Ceremony)

Resolution (ID # 4434)  
September 20, 2016

**AMEND PROFESSIONAL SERVICES AGREEMENT-COMMUNITY PROGRAMS BUILDING  
EXPANSION SITE DESIGN - ADDITIONAL FEES - \$9,000.00**

WHEREAS, on September 8, 2015, Common Council adopted Resolution #37003 authorizing professional services agreement #15-3181 with Stonefield Engineering & Design for Community Programs Building Expansion Site Design Services at a cost of \$24,200.00, and

WHEREAS, in a memo dated August 23, 2016, the City Engineer/Deputy DCS Director advises the project design was altered slightly for more efficient parking and cost savings on the site plan, and

WHEREAS, these changes will require additional engineering services to complete the design, at a cost of \$9,000.00, and

WHEREAS, the City Engineer/Deputy DCS Director recommends amending the professional services agreement for an additional fee not to exceed \$9,000.00 for the increase, and

WHEREAS, in accordance with the Assistant City Treasurer's certification of availability of funds, a copy of which is hereto attached and made a part of this resolution, funds are available in account # C-04-30-066-00A-060.

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

That professional services agreement #15-3181 with Stonefield Engineering & Design, 75 Orient Way, Suite 303, Rutherford, NJ 07070, for the Community Programs Building Expansion Site Design Services be increased by a fee not to exceed \$9,000.00 to cover additional costs for a total contract cost of \$33,200.00.

Dated: September 20, 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 special meeting held on Tuesday evening, September 20, 2016.

City Clerk



DCS - Engineering Division  
CA - Works

[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 09/20/16 07:30 PM

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**RESOLUTION (ID # 4434)**

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DOC ID: 4434 A

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 23, 2016

**SUMMARY**

In September of 2015, Council awarded a contract to Stonefield Engineering & Design to complete the civil and site engineering for the expansion of the Community Center. The new architect for this project altered the design slightly for more efficient parking and cost savings on the site plan. These changes will require additional engineering design based on the revised plan. Stonefield has prepared a costs estimate of \$9,000.00 to complete the design. I find this cost to acceptable based on the scope change and their hourly rates. At this time, it is recommended to amend the contract with Stonefield to include the additional design work for a fee of \$9,000.00. This will amend the contract to a total cost of \$33,200.00.

Funding can be certified against C-04-030-066-00A-060.

Certification of Availability of Funds

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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: September 6, 2016  
Resolution Doc Id: 4434

Vendor: Stonefield Engineering & Design  
75 Orient Way, Suite 203  
Rutherford, NJ 07070

Purchase Order Number: 15-03172 Change Order 1

Account Number	Amount	Account Description
C-04-30-066-00A-060	\$9,000.00	3066 Community Center Building Renovation
Contract Total	\$33,200.00	

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

Melissa Berger  
Assistant City Treasurer

Attachment: Certification of Availability of Funds Stonefield Engineer-Design 9-6-16 (4434 : Amend Prof Services Agreement-Community

Resolution (ID # 4436)  
September 20, 2016

**AUTHORIZE CHANGE ORDER NO. 1 - DOWNTOWN CONDUIT INSTALLATION PROJECT  
- \$77,112.00**

WHEREAS, the City Engineer/Deputy DCS Director, in a memo dated August 31, 2016, advises that during construction, the contractor encountered remnants of a concrete road at various locations and varying depths resulting in significant delay and increased cost for removal and disposal of the unanticipated concrete, and recommends Change Order No. 1 increasing the original contract with Pacific Construction LLC by \$77,112.00, which in the aggregate does not exceed 20% of the net contract amount.

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

- . That funds in the total amount of \$77,112.00 are available in Account No. C-04-27-014-00A-000 and have been certified by the Assistant City Treasurer, attached hereto.
- . That the City Treasurer be and she is hereby authorized to issue Change Order No. 1 to Pacific Construction LLC, 531 Route 22 E #240, Whitehouse Station, NJ 08889, for \$77,112.00.00 for the above mentioned work.

Dated: September 20, 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, September 20, 2016.

City Clerk



DCS - Engineering Division  
CA - Works

[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 09/20/16 07:30 PM

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**RESOLUTION (ID # 4436)**

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DOC ID: 4436

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 31, 2016

**SUMMARY**

Attached, please find Change Order No. 1 for Pacific Construction for the Downtown Conduit Installation Project. During construction, the contractor encountered remnants of a concrete road at various locations and at varying depths. This has resulted in a significant delay and increased cost for the removal and disposal of the unanticipated concrete. The cost has been negotiated by the site engineer, Boswell Engineering. Change Order No. 1 increases the contract by \$77,112.00 or 19.9%. Pacific Construction was awarded the contract in the amount of \$385,600.00. The amended contract amount, including Change Order No. 1 is \$462,712.00.

Based on the above information, I recommend Common Council approve Change Order No. 1 for the Downtown Conduit Project.

If you have any questions, please contact me at your earliest convenience



Certification of Availability of Funds  
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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: September 20, 2016  
 Resolution Doc Id: 4436

Vendor: Pacific Construction LLC  
 531 Route 22 E #240  
 Whitehouse Station, NJ 08889

Purchase Order Number: 16-01846

Account Number	Amount	Account Description
C-04-27-014-00A-000	\$77,112.00	2714A Improve Facilities & Various Streets Change Order 1 Contract Total \$462,712.00

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

*Melissa Berger*  
 Assistant City Treasurer/CFO

Attachment: Certification of Availability of Funds PACIFIC CHANGE ORDER (4436 : Authorize Change Order No. 1 - Downtown Conduit

Resolution (ID # 4439)  
September 20, 2016

**AUTHORIZE REFUND STORM SEWER CONNECTION - 23 MONTROSE AVENUE - \$500.00**

WHEREAS, in a memo dated August 24, 2016, the Assistant Engineer had advised that the following item was complete and had been inspected, and the corresponding deposit can now be released.

WHEREAS, the Assistant Engineer further advises that all work regarding the aforementioned repairs have been completed and that the following deposit can be released.

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

That the City Treasurer be and he is hereby authorized to refund the following amounts to:

Name:	File:	Refund Amount:
Bruen Design Build Inc. 10 Gaston Road Morristown, NJ 07960	16-134 Storm Sewer Connection 23 Montrose Avenue	\$500.00

Dated: September 20, 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, September 20, 2016.

City Clerk



DCS - Engineering Division  
CA - Works

[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 09/20/16 07:30 PM

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**RESOLUTION (ID # 4439)**

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DOC ID: 4439

TO: Mayor and Common Council

FROM: Lori Toth, Assistant Engineer

DATE: August 24, 2016

On June 28, 2016, a check in the amount of \$500.00 was posted under Permit #16-134 for 23 Montrose Avenue as a deposit for a connection to the City's storm sewer system. That connection has been inspected and approved and it is now appropriate to refund the deposit in full to:

Bruen Design Build Inc.  
10 Gaston Road  
Morristown, NJ 07960

Resolution (ID # 4458)  
September 20, 2016

**AUTHORIZE DISPLAY OF PINK RIBBONS - SUSAN G. KOMEN FOUNDATION - BREAST  
CANCER AWARENESS MONTH**

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

That permission is hereby granted to the North Jersey Chapter of The Susan G. Komen Breast Cancer Foundation, Inc. to display pink ribbons on the trees in the Summit downtown area from October 1 to October 13, 2016 to promote breast cancer awareness.

FURTHER RESOLVED that the ribbons will be tied around the trees and not stapled or nailed to them and will be removed by the end of the day on October 13, 2016.

Dated: September 20, 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, September 20, 2016.

City Clerk

Resolution (ID # 4460)  
September 20, 2016

**AUTHORIZE SHAPING SUMMIT TOGETHER TO DISPLAY RED RIBBONS FOR  
NATIONAL RED RIBBON CELEBRATION TO RAISE SUBSTANCE ABUSE AWARENESS**

WHEREAS, a request has been received by Shaping Summit Together for permission to display red ribbons on trees in the Central Retail Business District (CRBD) and on the City Hall building in conjunction with the National Red Ribbon Celebration to raise substance abuse awareness.

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

That permission is hereby granted to Shaping Summit Together to display red ribbons, on available trees and poles, excluding the light poles, in the Central Retail Business District (CRBD), and on City buildings at City Hall from October 14, 2016 through end of day October 31, 2016, in conjunction with the National Red Ribbon Celebration to raise substance abuse awareness.

FURTHER RESOLVED that the ribbons will be tied around the trees and not stapled or nailed to them and will be removed by the end of day October 31, 2016.

Dated: September 20, 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, September 20, 2016.

City Clerk



Via Email

To: Rosemary Licatese  
From: Annette Dwyer, Chair of Shaping Summit Together  
Topic: Red Ribbons in Downtown

On behalf of Shaping Summit Together and our stewardship of Summit's Red Ribbon Awareness program, I would like to request permission to hang red ribbons in the CRBD during the Red Ribbon Awareness period from Friday, October 14<sup>th</sup> to Monday, October 31<sup>st</sup> 2016. We will take down Susan G. Komen's pink ribbons on the 14<sup>th</sup> when we put up the red ribbons.

Please let me know how we ought to proceed.

Many thanks and best regards,

Annette Dwyer

August 31, 2016

**REFUND OVERPAYMENT OF THIRD QUARTER 2016 TAXES**

WHEREAS, the Tax Collector has received third quarter tax payment from the lender causing an overpayment, and the lender has given permission to refund the monies.

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
701	59	Ruggiero Joseph & Lauren 267 Kent Place Blvd.	4,015.54
1302	35	Tabak, Alan & Joan 44-46 Weaver St	2,340.57
1302	51	New Assets, LLC 13 Edgar St	2,820.08
1303	9	Tabak, Alan & Joan 88 Kent Place Blvd.	3,904.98
1403	12	Clark, Silas & Katherine 67 West End Ave.	2,384.36
1702	57	Santiuste, Martha Gordon 7 Harrison Ct	3,244.84
1803	18.03	Burley, Megan 68-86 New Eng. Ave. Unit3	1,588.48
1804	6.02	Coulis, Peter & Karen 67-73 New Eng. Ave – 67B	2,682.14
1806	2	Flanagan, Sean & Marjorie 5 George St	2,605.60
2004	1.34	Lewis, Stephen 1 Euclid Ave Apt#3-D	2,164.32
3004	35	Shojaie, Tirdad & Arvandi 26 Twombly Dr.	4,886.96
3210	13	Hatsis, Panagiotis & Lisa 7 Ashland Rd.	5,092.78
3313	18	Tabak, Alex & Joan 6-8 Sayre St.	2,973.34
3313	19	Tabak, Alan & Joan 236 Morris Ave	2,392.03
3501	43	Gleser, Theodore & Wizmur 3 Glendale Rd	7,488.09
3601	26	Talalayev, Dmitriy & Olga 30 Caldwell Ave.	1,799.77
3704	1	Diaz, Rubiela 66 Broad St.	1,538.12
3910	12	Karelus, David & Tammy 39 Briant Pkwy	2,198.26
4002	31.11	Dixit, Arjun & Bhatt, Shruti 103 Park Ave. – Unit B3	1,754.88
4206	2	Tabak, Alex & Joan 12-14 Glenside Ave	2,837.60
4403	28	O’Connell, William & Alyson 33 Stockton Rd.	3,231.71
4405	11	Soto, Peter & Vera 14 Valemont Way	2,646.01
4707	26	Terrell, Kevin & Catherine 208 Mountain Ave	2,702.94
5605	8	Collins, Paul & Stacie 139 Rotary Drive	<u>7,309.65</u>
		Total Amount to Refund	\$76,603.05
		Check payable and Mail to: Corelogic Real Estate Tax Service	

		Refund Unit DPW 1-3 1 Core Logic Drive Westlake Texas 76262	
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Dated: September 20, 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, September 20, 2016.

City Clerk

Resolution (ID # 4450)  
September 20, 2016

**REFUND OVERPAYMENT 2016 TAXES**

WHEREAS, the Tax Collector received an overpayment of taxes due to a reduction in value per the Tax Assessor.

NOW, THEREFORE, 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 issue a check refunding overpayment of 2016 Property Taxes to those listed below:

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
1905	9	MRY Euclid LLC 31 Euclid Ave  Check payable and Mail to:  MRY Euclid LLC 365 Springfield Ave Summit NJ 07901	2,826.89

Dated: September 20, 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, September 20, 2016.

City Clerk

**CANCEL 2016 SEWER UTILITY CHARGES**

WHEREAS, it has been determined by information obtained from the construction office that the following sewer units are to be cancelled.

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 cancel 2016 sewer units and refund overpayments of sewer utility charges.

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
309	4	Hiller, Jeffrey & Jodi 4 Pembroke Rd.  (Single Unit Structure –Demolished)  <b>No Refund Required</b>	229.00
2613	2	Knurr, Joshua & Megan 45 Franklin Place  (2 Unit House –Now 1 Unit House)  <b>No Refund Required</b>	229.00
3009	4	Cardone, Michael 6 Pembroke Rd  (Single Unit Structure – Demolished)  <b>No Refund Required</b>	229.00
505	11	Robina, John & Jill 27 Gates Sve.  (2 Unit House –Now 1 Unit House)	229.00

		<b>No Refund Required</b>	
--	--	---------------------------	--

Dated: September 20, 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, September 20, 2016.

City Clerk

Resolution (ID # 4451)  
September 20, 2016

**CANCEL 2016 PROPERTY TAXES, 2017 PRELIMINARY TAXES AND REFUND  
OVERPAYMENT OF TAXES/ TOTAL EXEMPT DISABLED VETERAN**

WHEREAS, the Tax Assessor has granted a 100 % disabled veteran exemption of taxes as of June 15, 2016. The taxpayer's residence is a two family therefore the exemption applies to 50% of the property

WHEREAS, the homeowner paid 2016 2<sup>nd</sup> and 3rd quarter property taxes.

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 to cancel as of June 15, 2016 50% of property taxes and directed to issue a check(s) as follows:

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
2614	24	Palmer, Edward & Patricia 4 Irving Place  Check payable to: Palmer, Edward & Patricia  Mail to: Edward And Patricia Palmer 4 Irving Place Summit NJ 07901  Cancel 50% 2017 preliminary taxes \$2,367.57 Cancel 50% of 4 <sup>th</sup> qtr. 2016 taxes \$1,205.82	\$1,361.07

Dated: September 20, 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, September 20, 2016

City Clerk

Resolution (ID # 4447)  
September 20, 2016

**CANCEL 2016 PROPERTY TAXES AND 2017 PRELIMINARY TAXES**

WHEREAS, the Tax Assessor notified the Tax Collector’s office of an erroneous property classification from (15c) exempt to Class 1 for tax year 2016.

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 allow the cancelling of 2016 property taxes and the 2017 first and second quarter taxes on the following property:

<b>BLOCK</b>	<b>LOT</b>	<b>NAME</b>	<b>AMOUNT</b>
1306	1	City of Summit 15 High Street  No Refund Required	\$1,019.34

September 20, 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, September 20, 2016.

City Clerk

Resolution (ID # 4449)  
September 20, 2016

**CANCEL 2017 PRELIMINARY PROPERTY TAXES / TOTAL EXEMPT DISABLED  
VETERAN**

WHEREAS, the Tax Assessor granted total exemption of property taxes as of October 15, 2015 for the following property, due to a 100 % disabled veteran.

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 to cancel 2017 preliminary property taxes as follows:

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
1702	51	Natale, Patrick & Helen 729 Springfield Ave.  No Refund Required	\$7,008.21

Dated: September 20, 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, September 20, 2016.

City Clerk

Resolution (ID # 4452)  
September 20, 2016

**AUTHORIZE REFUND OF PROPERTY USE ESCROW DEPOSIT - THE KENT PLACE  
SCHOOL - \$500.00**

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

That as a result of inspection(s) of the site(s) used by the applicant(s), the proper officers of the City be and they are hereby authorized and directed to draw a check(s) in the amount(s) indicated below, for the payment of refund(s) on escrow deposits:

<u>Name</u>	<u>Event/Date</u>	<u>Address</u>	<u>Refund Amt.</u>
The Kent Place School	The Kent Place School 5k Run October 15, 2016 - Cancelled	Kent Place School 42 Norwood Ave Summit, NJ 07901	\$500.00

Dated: September 20, 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, September 20, 2016.

City Clerk

Resolution (ID # 4264)  
September 20, 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: September 20, 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, September 20, 2016.

City Clerk

SUMMIT SMARTCARD, PREPAID PARKING, AND OVERNIGHT PARKING PERMITS REFUNDS  
 COUNCIL MEETING DATE: September 20, 2016

NAME	ADDRESS	TYPE	REASON	REFUND AMOUNT
Arteric	475 Springfield Ave., Summit, NJ 07901	Pro-rated employee annual	No longer employed	\$288.00
				\$288.00

Attachment: Refunds September 20, 2016 (4264 : Authorize Parking Refunds - Summit SmartCard,

Resolution (ID # 4454)  
September 20, 2016

**AUTHORIZE PAYMENT OF BILLS - \$715,025.63**

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 **\$715,025.63** 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: September 20, 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, September 20, 2016.

City Clerk



Finance and Personnel Committee  
CA - Finance/Personnel

[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 09/20/16 07:30 PM

**RESOLUTION (ID # 4454)**

DOC ID: 4454

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TO: Mayor and Common Council

FROM: Greg Goode, Account Clerk

DATE: August 31, 2016

Authorize Payment of Bills - \$715,025.63

# BILL LIST

## REGULAR MEETING

September 20<sup>TH</sup> 2016

September 9, 2016  
11:05 AMCity of Summit  
Received P.O. Batch Listing By Vendor Id

Page No: 1

Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 09/09/16 Report Format: Condensed

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/09/16	AFFHOUSE	16-02000	AFFORDABLE HOUSING BLANKET	BURGIS BURGIS ASSOCIATES, INC.	2,481.25	
				Total for Batch: AFFHOUSE	2,481.25	
09/09/16	CAPITAL	16-02153	DOWNTOWN CONDUIT INSPECTION	BOSWEL50 BOSWELL ENGINEERING	1,725.00	
09/09/16	CAPITAL	16-02231	CONST INSPECT DOWNTOWN PROJECT	BOSWEL50 BOSWELL ENGINEERING	860.00	
09/09/16	CAPITAL	16-03142	purchase computer hardware	CDW-G050 CDW-GOVERNMENT, INC.	16,102.73	
09/09/16	CAPITAL	16-02998	window shades Hickock room	COMMERCII COMMERCIAL INTERIORS DIRECT	5,760.00	
09/09/16	CAPITAL	16-02642	PD- Replacement Batons/holders	GALLS050 GALLS	8,000.00	
09/09/16	CAPITAL	16-02662	PD- Expandable Batons/holders	GALLS050 GALLS	581.03	
09/09/16	CAPITAL	16-00373	TURF/EQUIPMENT INVESTORS FIELD	GAMETI33 GAME TIME	71,800.43	
09/09/16	CAPITAL	16-03008	KAUS WAY & WAYFINDING SIGN DES	ITOINC ITO, INC	438.00	
09/09/16	CAPITAL	16-03021	Moto club chairs armless	JASPERS JASPER SEATING COMPANY, INC.	1,389.12	
09/09/16	CAPITAL	16-03086	Reimb. Uscera Covewhite for	JOSEPHSJ JOSEPHS, JUDITH L	128.00	
09/09/16	CAPITAL	16-03093	Reimburse 36x4 saddle for	JOSEPHSJ JOSEPHS, JUDITH L	34.95	
09/09/16	CAPITAL	16-03125	install exit light children ro	KBGELE K.B.G. ELECTRIC	225.00	
09/09/16	CAPITAL	16-03138	wave stacking chairs	KRUEGERI KRUEGER INTERNATIONAL, LLC	2,690.05	
09/09/16	CAPITAL	16-01846	DOWNTOWN ROAD CONDUIT INSTALL	PACIFICC PACIFIC CONSTRUCTION LLC	193,345.67	
09/09/16	CAPITAL	16-02416	TRAFFIC SIGNAL CONTROLLER INV.	PETRYENG PETRY ENGINEERING, LLC	6,850.00	
09/09/16	CAPITAL	15-03511	TRANSFER STATION FLR SEAL/COAT	SOUTHSHR SOUTH SHORE CONSTRUCTION, LLC	17,400.00	
09/09/16	CAPITAL	16-01817	PAINTING & FINISHING OF TS	SOUTHSHR SOUTH SHORE CONSTRUCTION, LLC	3,000.00	
09/09/16	CAPITAL	16-02892	REIMBURSE SPRINKLER REPAIR	SUSARCHI SUSARCHICK, SAM	371.29	
09/09/16	CAPITAL	16-03029	#43013 Vella Lounge Chairs.	THEDAVID THE DAVID EDWARD COMPANY	5,111.00	
09/09/16	CAPITAL	15-02644	OFF DUTY VARIOUS ROAD PROJECTS	UNIONC43 UNION COUNTY POLICE	15,390.00	
				Total for Batch: CAPITAL	351,202.27	
09/09/16	DCP	16-00254	Carbon Dioxide Blanket PO	AIRGASNC AIRGAS NATIONAL CARBONATION	313.49	
09/09/16	DCP	16-01868	Chlorine BPO	CLEARW66 CLEARWATER POOL & SPA PLACE	2,836.50	
09/09/16	DCP	16-03090	6644 New Phone & Terminate &	COLLECT COLLECTIVE INFRASTRUCTURE	596.70	
09/09/16	DCP	16-00368	Building Materials BPO	DREYER50 DREYER'S LUMBER & HARDWARE CO.	68.37	
09/09/16	DCP	16-02983	Replacement Pull Chain Switch	GRAING60 GRAINGER INDUSTRIAL SUPPLY	41.35	
09/09/16	DCP	16-01627	Geese Control	HUDSONVW HUDSON VALLEY WILD GOOSE	1,000.00	
09/09/16	DCP	16-03094	Reimb. Luncheon NJCRID Award	JOSEPHSJ JOSEPHS, JUDITH L	30.00	
09/09/16	DCP	16-03095	6867 Vinyl Lettering	KNAGRAPH KNA GRAPHICS	220.83	
09/09/16	DCP	16-01614	Vehicle Maintenance BPO	QUALIT25 QUALITY AUTOMOTIVE CO.	17.90	
09/09/16	DCP	16-03024	6513 Brush/Sponge/Paint	RICCIA RICCIARDI BROTHERS, INC.	43.46	
09/09/16	DCP	16-00369	Office Supplies BPO	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	20.67	
09/09/16	DCP	16-01193	Building Maintenance Supplies	SUMMIT40 SUMMIT IND. HARDWARE #365	194.47	
09/09/16	DCP	16-01603	Grounds Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	33.97	
09/09/16	DCP	16-03043	Stamped Envelopes	SUMMIT52 SUMMIT POSTMASTER	1,085.70	
09/09/16	DCP	16-03084	21120 Tyvek Spray Suits	TERRAVER TERRAVERDE CORP	171.85	
09/09/16	DCP	16-02413	P17094 - Pool Chairs	TODDHA50 TODD HARRIS & CO., INC.	2,496.00	
09/09/16	DCP	16-02981	02940482411 Special Event Sup.	VILLAG50 VILLAGE SUPERMARKETS	11.96	
09/09/16	DCP	16-02982	Repair Roller Shade	WINDOW WINDOW WORKS	91.00	
				Total for Batch: DCP	9,274.22	
09/09/16	FINANCE	16-02994	Supplies Statement 8/10/2016	AMAZON50 AMAZON.COM LLC	144.86	
09/09/16	FINANCE	16-03045	7 Hour USPAP update 12/1/16	APPRAI66 APPRAISAL INSTITUTE	190.00	
09/09/16	FINANCE	16-00631	RABBI TRUST 2016 POLICE	BPA BENEFIT PLANS ADMINISTRATORS	8,000.00	
09/09/16	FINANCE	16-02956	Ref Ovpymt 3rdQ 2016 Taxes	BROAD010 Broad Street Portfolio LLC	7,494.65	
09/09/16	FINANCE	16-01847	PLANNING SERVICES 7/1-12/31/16	BURGIS BURGIS ASSOCIATES, INC.	3,700.00	
09/09/16	FINANCE	16-03032	Annual Renewal 8/1/16-7/31/17	CITENET CIT-E-NET LLC	2,250.00	
09/09/16	FINANCE	16-02954	Ref. overpymts of 3rd qtr 2016	CORE100 CORE LOGIC REAL ESTATE TAX SER	76,603.05	

Attachment: Bill List 9-20 (4454 : Authorize Payment of Bills - \$715,025.63)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/09/16	FINANCE	16-02915	Inv.2561 CoUrbanize platform	COURBANI COURBANIZE, INC	400.00	
09/09/16	FINANCE	16-00835	2016 TAX APPEALS	DIFRA005 DIFRANCESCO BATEMAN KUNZMAN	5,454.97	
09/09/16	FINANCE	16-02996	judge's robe cleaning	HILLCI33 HILL CITY CLEANERS	15.10	
09/09/16	FINANCE	16-00152	CURR MASTER 200000000808 BLNKT	JCPL0050 JCP&L	6,893.19	
09/09/16	FINANCE	16-02922	25000 envelopes proposal#11403	MGLFOR50 MGL PRINTING SOLUTIONS	912.50	
09/09/16	FINANCE	16-03074	REFUND O/P 2&3q TAX 100%DIS	PALME010 PALMER,EDWARD & PATRICIA	1,361.07	
09/09/16	FINANCE	16-02912	Qte.7084739 Replacemt Battery	PROVANTG PROVANTAGE LLC	330.00	
09/09/16	FINANCE	16-03026	Paint Sample	RICCIA RICCIARDI BROTHERS, INC.	7.99	
09/09/16	FINANCE	16-03033	Princ. of Public Purchasing 1	RUTGEPPE RUTGERS, THE STATE UNIVERSITY	969.00	
09/09/16	FINANCE	16-02571	Primary Election Postage Cost	UNIONC10 UNION COUNTY CLERK	3,911.60	
09/09/16	FINANCE	16-00564	TA OFFICE SUPPLIES	VILLAG25 VILLAGE OFFICE SUPPLY	9.68	
09/09/16	FINANCE	16-00855	2016 VCS TIME & ATTENDANCE	VISUALCO VISUAL COMPUTER SOLUTIONS INC	4,239.38	
09/09/16	FINANCE	16-00003	BLANKET SUPPLY ORDERS (CLERK)	WBMASON W.B. MASON CO, INC	1,050.84	
09/09/16	FINANCE	16-02958	Re ovpymts on 3rd Q 2016 taxes	WELLSF50 WELLS FARGO R.E. TAX SERVICE	25,000.89	
Total for Batch: FINANCE					148,938.77	
09/09/16	LIBRARY	16-03122	Quarterly central monitor	ADVANC50 ADVANCED VIDEO SURVEILLNC INC	60.00	
09/09/16	LIBRARY	16-03119	782 generic 9" toilet tissues	ALLENP50 ALLEN PAPER & SUPPLY CO	196.80	
09/09/16	LIBRARY	16-03123	purchase DVDs, Blurays	ALLIAN33 ALLIANCE ENTERTAINMENT LLC	564.72	
09/09/16	LIBRARY	16-02997	2016 best key guide P/C reg	AMBEST50 A M BEST CO	180.25	
09/09/16	LIBRARY	16-02977	7/29 blockage removal snaking	ANDREW48 ANDREW E HALL & SON INC	1,240.00	
09/09/16	LIBRARY	16-03140	major plumbing blockage	ANDREW48 ANDREW E HALL & SON INC	6,819.10	
09/09/16	LIBRARY	16-03139	Purchase books & processing	BAKERT50 BAKER & TAYLOR, INC	8,422.78	
09/09/16	LIBRARY	16-00006	Floor Mat Services	CLEANM CLEAN MAT SERVICES LLC	44.00	
09/09/16	LIBRARY	16-03124	purchase headphones	DEMCOI50 DEMCO INC	236.28	
09/09/16	LIBRARY	16-02999	Fall/spring intl film festival	EASTBR50 EAST BRUNSWICK FRIENDS OF THE	528.58	
09/09/16	LIBRARY	16-03134	purchase playaways	FINDAW50 FINDAWAY WORLD LLC	1,300.58	
09/09/16	LIBRARY	16-02952	Crisscross city Directory Unio	INFOGROU INFOGROUP INC	416.00	
09/09/16	LIBRARY	16-02978	sss micro island breeze refill	JOHNAE50 JOHN A. EARL, INC.	289.71	
09/09/16	LIBRARY	16-03126	install new ballast flag light	KBGELE K.B.G. ELECTRIC	100.00	
09/09/16	LIBRARY	16-03044	Bldg maintenance supplies	KRYSTO33 KRYSTON'S HARWARE	135.17	
09/09/16	LIBRARY	16-03127	purchase J DVDs, music CDs	MIDWES50 MIDWEST TAPE EXCHANGE	303.27	
09/09/16	LIBRARY	16-03128	purchase adult DVDs, Blurays	MIDWES50 MIDWEST TAPE EXCHANGE	1,131.77	
09/09/16	LIBRARY	16-00183	LIBRARY 1018-210023342887	NJ-AME50 NJ-AMERICAN WATER CO.	202.92	
09/09/16	LIBRARY	16-00204	LIBRARY 1018-210027119614	NJ-AME50 NJ-AMERICAN WATER CO.	79.76	
09/09/16	LIBRARY	16-03129	reimburse expenses	PERMAHOS PERMAHOS, SUSAN	510.52	
09/09/16	LIBRARY	16-02946	Quarterly lease postage meter	PITNEY75 PITNEY BOWES GLOBAL FINANCIAL	270.81	
09/09/16	LIBRARY	16-03133	purchase audiobooks	RANDOM50 PENGUIN RANDOM HOUSE	315.00	
09/09/16	LIBRARY	16-03141	Zinio oneclick annual subscrip	RECORD50 RECORDED BOOKS LLC	3,000.00	
09/09/16	LIBRARY	16-03130	office supplies colored paper	STAPLE75 STAPLES CREDIT PLAN (Library)	443.46	
09/09/16	LIBRARY	16-03131	ballasts, batteries	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO	191.14	
09/09/16	LIBRARY	16-03120	petty cash reimbursement	SUMMIT65 LIBRARY PETTY CASH ACCOUNT	43.37	
09/09/16	LIBRARY	16-03121	petty cash reimbursement	SUMMIT65 LIBRARY PETTY CASH ACCOUNT	86.83	
09/09/16	LIBRARY	16-03132	toners for printers	WBMASON W.B. MASON CO, INC	479.49	
Total for Batch: LIBRARY					27,592.31	
09/09/16	PARKING	16-02968	Parking Services - Otterbox	AMAZON50 AMAZON.COM LLC	8.54	
09/09/16	PARKING	16-03137	PRO-RATED EMPLOYEE ANNUAL	ARTERIC ARTERIC	288.00	
09/09/16	PARKING	16-00154	PARK MASTER 200000000808 BLNKT	JCPL0050 JCP&L	4,722.88	
Total for Batch: PARKING					5,019.42	
09/09/16	SAFETY	16-03004	FD ENGINE 4 PARTS	BAUERA50 BAUER AUTOMOTIVE SERVICE INC.	1,356.00	
09/09/16	SAFETY	16-02758	PD- Vehicle Maintenance	BUY-WI50 BUY-WISE	137.94	
09/09/16	SAFETY	16-02763	PD- Vehicle Maintenance	BUY-WI50 BUY-WISE	180.69	

Attachment: Bill List 9-20 (4454 : Authorize Payment of Bills - \$715,025.63)

September 9, 2016  
11:05 AM

City of Summit  
Received P.O. Batch Listing By Vendor Id

Page No: 3

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/09/16	SAFETY	16-03005	FD T-1 ENGINE REPAIR	CAMPBE40 CAMPBELL SUPPLY CO., INC.	400.79	
09/09/16	SAFETY	16-03002	FD # 8702 7/19/16	CHATHAM8 CHATHAM NAPA	16.39	
09/09/16	SAFETY	16-02973	FD FIT TESTING - 2 FF'S	EMILCO50 EMILCOTT ASSOCIATES, INC.	110.00	
09/09/16	SAFETY	16-02784	PD- FBI Academy Annual Confer.	HARRAHS4 HARRAH'S AC OPERATING COMPANY	208.00	
09/09/16	SAFETY	16-02972	FD 7/13/16 2 VOL CAND TESTING	IFP00050 INSTITUTE FOR FORENSIC PSYCHOL	700.00	
09/09/16	SAFETY	16-03027	FD REIMB CLASS 7-5 THRU 8-18	KIRK KIRKLAND, THOMAS	857.00	
09/09/16	SAFETY	16-00211	FD WATER 780134931 2015	NESTLERR READYREFRESH BY NESTLE	153.59	
09/09/16	SAFETY	16-02974	FD ID 350865 NOTICE 6765792X	NFPA0050 NFPA	1,305.00	
09/09/16	SAFETY	16-03001	FD MAINT ITEMS 7/5 TO 7/15/16	QUALIT25 QUALITY AUTOMOTIVE CO.	266.91	
09/09/16	SAFETY	16-02447	FIRE DEPT SUPPLIES BLANKET	SUMMIT40 SUMMIT IND. HARDWARE #365	438.87	
09/09/16	SAFETY	16-02969	FD PART # ROY1-672260-001 BELT	THEEARD THE EARDLY T. PETERSEN CO.	24.40	
09/09/16	SAFETY	16-03025	FD VEHICLE PARTS	WIGDER WIGDER CHEVROLET, INC.	157.44	
Total for Batch: SAFETY					6,313.02	
09/09/16	SELFINS	16-03143	DENTAL INS. OCT 2016	DELTAD50 DELTA DENTAL	16,974.80	
09/09/16	SELFINS	16-03076	HMO DENTAL INS. SEPTEMBER 2016	FLAGSH50 FLAGSHIP DENTAL PLANS	806.38	
09/09/16	SELFINS	16-03075	LIFE INSURANCE SEPT. 2016	PRUDEN50 PRUDENTIAL FINANCIAL	294.45	
09/09/16	SELFINS	16-03041	673 Magic Show for Health	TEAMMAGI TEAM MAGIC INC	650.00	
Total for Batch: SELFINS					18,725.63	
09/09/16	SEWER	16-01783	PLC & VFD REPAIRS AT PUMPS	AGOLDB A GOLDBERGER CONTROLS INC	507.20	
09/09/16	SEWER	16-01854	WASTEWATER ADDITIONAL SVCS	BOROU66 BOROUGH OF NEW PROVIDENCE	1,980.00	
09/09/16	SEWER	16-02965	SEWER OPERATING MAINTENANCE	EXETER EXETER SUPPLY CO., INC.	525.00	
09/09/16	SEWER	16-03020	SEWER MAINTENANCE	GRAING60 GRAINGER INDUSTRIAL SUPPLY	408.78	
09/09/16	SEWER	16-00153	SEWR MASTER 200000000808 BLNKT	JCPL0050 JCP&L	781.55	
09/09/16	SEWER	16-01305	SANITARY SEWER ENGINEER 2016	NEGLIA50 NEGLIA ENGINEERING ASSOCIATES	337.50	
09/09/16	SEWER	16-00403	Vehicle/Equipment Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	41.74	
09/09/16	SEWER	16-02959	Sanitary Sewer Maintenance	USABLUEB USA BLUE BOOK	149.95	
Total for Batch: SEWER					4,731.72	
09/09/16	TRUST	16-00256	Soccer Supplies BPO	BSNPASS50 BSN/PASSON'S/GSC/CONLIN SPORTS	1,193.35	
09/09/16	TRUST	16-02001	PLANNING ESCROW BLANKET	BURGIS BURGIS ASSOCIATES, INC.	475.00	
09/09/16	TRUST	16-02002	ZONING ESCROW BLANKET	BURGIS BURGIS ASSOCIATES, INC.	2,196.25	
09/09/16	TRUST	16-03069	Performance for National Night	CLARKCHR CLARK, CHRISTOPHER	750.00	
09/09/16	TRUST	16-03089	Reimb. League Fees for	FAGANKEV FAGAN, KEVIN	5,438.22	
09/09/16	TRUST	16-03092	Band for National Night Out	FESSOCKP FESSOCK, PAUL R.	925.00	
09/09/16	TRUST	16-00743	Instructor Fee Legos BPO	GRACENMK GRACEN MKTNG SVC. LLC	6,808.00	
09/09/16	TRUST	16-02949	0005088269 Port-A-John Rental	MRJOHN33 MR. JOHN	427.43	
09/09/16	TRUST	16-03012	679004231-01 Supplies for	ORIENT50 ORIENTAL TRADING COMPANY, INC.	53.54	
09/09/16	TRUST	16-03056	679122148-01 Supplies for	ORIENT50 ORIENTAL TRADING COMPANY, INC.	78.25	
09/09/16	TRUST	16-02013	ZONING ESCROW FEE BLANKET	ROSEN855 ROSENBERG & ASSOCIATES	1,126.00	
09/09/16	TRUST	16-03042	28665 Synthetic Turf Grooming	SPORTS SPORTS CARE SYNTHETIC FIELD	5,600.00	
09/09/16	TRUST	16-02181	Tennis Table and Tennis Balls	SSWORL50 S&S WORLDWIDE	705.18	
09/09/16	TRUST	16-00270	Supplies for Summer Camp BPO	SSWORLD S&S WORLDWIDE	435.73	
09/09/16	TRUST	16-01586	Leauge Fee BPO	SUBURBA SUBURBAN YOUTH FOOTBALL LEAGUE	3,700.00	
09/09/16	TRUST	16-03080	2259 Inst. Fee Paddleboard	SUMMERTI SUMMERTIME SURF, LLC	1,200.00	
09/09/16	TRUST	16-03039	154347-1 Tent Rental	TAYLOR20 TAYLOR RENTAL	550.00	
09/09/16	TRUST	16-03016	127068 Tennis T-Shirts	TRIPLE TRIPLE CROWN SPORTS, INC.	101.70	
09/09/16	TRUST	16-00275	Inst. Fee Summer Camps	USSPO US SPORTS INSTITUTE, INC.	11,380.81	
Total for Batch: TRUST					43,144.46	
09/09/16	UCC	16-03052	Salary & wages	BELLROBE BELL, ROBERT B	300.00	
09/09/16	UCC	16-03053	Salary & wages	BRADENTI BRADEN, TIM	300.00	
09/09/16	UCC	16-03049	Conferences & Meetings	NJBOA NJBOA	400.00	

Attachment: Bill List 9-20 (4454 : Authorize Payment of Bills - \$715,025.63)

September 9, 2016  
11:05 AM

City of Summit  
Received P.O. Batch Listing By Vendor Id

Page No: 4

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/09/16	UCC	16-03050	Salary & Wages	OLINGE50 OLINGER, WILLIAM	600.00	
				Total for Batch: UCC	1,600.00	
09/09/16	WORKS	16-02041	VEHICLE MAINTENANCE	AIRBRA50 AIR BRAKE EQUIPMENT	568.55	
09/09/16	WORKS	16-03030	Street Signs	AMERIC64 AMERICAN TRAFFIC & STREET SIGN	460.00	
09/09/16	WORKS	16-02927	BLDGS & GROUNDS MAINTENANCE	CARNEY CARNEY ELECTRIC	932.47	
09/09/16	WORKS	16-02103	TRANSFER STATION TIRE DISPOSAL	CASINGSN CASINGS OF NEW JERSEY INC	254.20	
09/09/16	WORKS	16-01856	VEHICLE MAINTENANCE	CUSTOM25 CUSTOM BANDAG INC	3,625.88	
09/09/16	WORKS	16-01582	PW BLDGS & GRNDS MAINTENANCE	DREYER50 DREYER'S LUMBER & HARDWARE CO.	92.32	
09/09/16	WORKS	16-03034	REPLENISH E-Z PASS ACCOUNT	E-ZPAS33 E-Z PASS	1,000.00	
09/09/16	WORKS	16-02443	Vacuums	EARDLY50 EARDLY T. PETERSEN COMPANY	1,877.00	
09/09/16	WORKS	16-00390	CURBSIDE RECYCLING	FBASSOJR F BASSO JR RUBBISH REMOVAL INC	19,001.66	
09/09/16	WORKS	16-00011	DCS Diesel Fuel	FINCHFUE FINCH FUEL OIL CO INC	2,432.74	
09/09/16	WORKS	16-03009	DPW VEHICLE MAINTENANCE	HALETRAI HALE TRAILER BRAKE & WHEEL INC	1,198.45	
09/09/16	WORKS	16-01696	VEHICLE MAINTENANCE	HUDSON66 HUDSON COUNTY MOTORS, INC.	156.80	
09/09/16	WORKS	16-02397	BLDGS & GROUNDS MAINTENANCE	INDUST28 INDUSTRIAL COOLING CORPORATION	1,355.00	
09/09/16	WORKS	16-02301	PB&G EQUIPMENT MAINTENANCE	JENEL JEN ELECTRIC, INC.	975.00	
09/09/16	WORKS	16-02307	BLDGS & GROUNDS MAINTENANCE	MALONE50 MALONE SPRINKLER CORPORATION	750.00	
09/09/16	WORKS	16-01093	Vehicle/Equipment Maintenance	MID-AT50 MID-ATLANTIC INTERNATIONAL	472.39	
09/09/16	WORKS	16-01996	Vehicle/Equipment Maintenance	ODBCOMP ODB COMPANY	1,139.74	
09/09/16	WORKS	16-00389	Vehicle Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	3,311.40	
09/09/16	WORKS	16-02343	Building/Grounds Maintenance	SHERWI50 SHERWIN WILLIAMS	752.87	
09/09/16	WORKS	16-01558	DCS SUPPLIES/BLDGS & GROUNDS	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	1,149.42	
09/09/16	WORKS	16-02010	ZONING OFFICE SUPPLIES BLANKET	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS	350.13	
09/09/16	WORKS	16-00397	Building/Grounds Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	764.34	
09/09/16	WORKS	16-00861	Zoning Board Monthly Meetings	THEGAL50 THE GALVIN LAW FIRM	925.00	
09/09/16	WORKS	16-02953	Lawn Maintenance	TRUGRE50 TRUGREEN CHEMLAWN	1,442.32	
09/09/16	WORKS	16-01152	Vehicle/Equipment Maintenance	WETIMM50 W E TIMMERMAN CO INC	3,700.92	
				Total for Batch: WORKS	48,688.60	
Total for Date: 09/09/16					Total for All Batches:	667,711.67

Attachment: Bill List 9-20 (4454 : Authorize Payment of Bills - \$715,025.63)

September 7, 2016  
04:01 PM

City of Summit  
Received P.O. Batch Listing By Vendor Id

Page No: 1

Rcvd Batch Id Range: First		to Last		Rcvd Date Start: 0		End: 09/07/16		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract		
09/07/16	DCP	16-02950	Movie Rental for Diddy Dive	SWANK	SWANK MOTION PICTURES, INC.	353.00			
					Total for Batch: DCP	353.00			
09/07/16	LIBRARY	16-00096	LIBRARY #8499 05 329 0008432	COMCAS69	COMCAST	235.90			
09/07/16	LIBRARY	16-00360	LIBRARY ACCT 100 007 700 097	JCPL0050	JCP&L	4,444.28			
09/07/16	LIBRARY	16-00183	LIBRARY 1018-210023342887	NJ-AME50	NJ-AMERICAN WATER CO.	276.23			
09/07/16	LIBRARY	16-00204	LIBRARY 1018-210027119614	NJ-AME50	NJ-AMERICAN WATER CO.	79.76			
09/07/16	LIBRARY	16-00337	LIBRARY ACCT #240533	WESTER33	WESTERN PEST SERVICE	80.50			
					Total for Batch: LIBRARY	5,116.67			
09/07/16	SAFETY	16-01965	PD- IACP Conference 2016	MANCH005	MANCHESTER GRAND HYATT	1,611.15			
					Total for Batch: SAFETY	1,611.15			
09/07/16	TRUST	16-00267	Phone Service BPO	NEXTEL75	NEXTEL COMMUNICATIONS, INC	125.20			
					Total for Batch: TRUST	125.20			
Total for Date: 09/07/16						Total for All Batches:	7,206.02		

Attachment: Bill List 9-20 (4454 : Authorize Payment of Bills - \$715,025.63)

September 2, 2016  
07:42 AM

City of Summit  
Received P.O. Batch Listing By P.O. Number

Page No: 1

Rcvd Batch Id Range: First		to Last		Rcvd Date Start: 0	End: 09/02/16	Report Format: Condensed
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/02/16	FINANCE	16-03078	DENTAL JULY 2016	DELTAD50 DELTA DENTAL	16,483.66	
				Total for Batch: FINANCE	16,483.66	
Total for Date: 09/02/16				Total for All Batches:	16,483.66	

Attachment: Bill List 9-20 (4454 : Authorize Payment of Bills - \$715,025.63)

August 31, 2016  
10:51 AM

City of Summit  
Received P.O. Batch Listing By P.O. Number

Page No: 1

Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 08/31/16 Report Format: Condensed

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
08/31/16	FINANCE	16-03072	EIN 0-226-002-329/000-00	TREASU35 TREASURER, STATE OF NEW JERSEY	23,624.28	
				Total for Batch: FINANCE	23,624.28	
				Total for Date: 08/31/16	Total for All Batches:	23,624.28

Attachment: Bill List 9-20 (4454 : Authorize Payment of Bills - \$715,025.63)



**DAR (ID # 4396)**

DOC ID: 4396

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TO: Mayor and Common Council

FROM: Rita McNany, Parking Services Manager

DATE:

SUBJECT: SDI and Suburban Chambers of Commerce Request Free Parking During Christmas Holiday - Dec. 12 - Dec. 24 Bagged Meters

# PARKING SERVICES AGENCY

CITY HALL, 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

908-522-5100

PARKING@CITYOFSUMMIT.ORG

WWW.CITYOFSUMMIT.ORG



## MEMORANDUM

To: Mayor Radest and Members of Common Council  
 From: Rita M. McNany, Parking Services Manager  
 Date: September 13, 2016  
 Re: SDI Request for Free Parking – Saturday of Thanksgiving Weekend and 2 weeks in Dec.

As a result of SDI's request for a free parking holiday for *Shop Small Business Saturday* in downtown Summit on Saturday, November 26, 2016 and now an additional two weeks of free parking from December 12-24, 2016, I was asked to compile the estimated revenue loss for the City.

### THANKSGIVING WEEKEND

The estimated loss of revenue for **Friday, November 25** (day after Thanksgiving) which is already a parking holiday is estimated as follows:

	<u>2013</u>	<u>2015</u>
DeForest Lots	\$ 1,500	\$ 1,950
Bank Street Lot	\$ 250	\$ 700
Tier Garage – Ground Level	\$ 425	\$ 425
Street Meters	\$ 3,050	\$ 3,050
Employee Parking (700 x 4)	\$ 2,800	\$ 2,800
Tickets	<u>\$ 2,000</u>	<u>\$ 2,000</u>
Total ESTIMATED Revenue	\$10,025	\$10,920

- Employee parking is merely an estimate of KLot (153), PO Lot (99), Broad St Garage (60) Tier Garage (325) and some bagged meters etc.)
- Tickets are calculated at 90 tickets x \$25 per ticket.

Below are the estimated revenues for **Saturday, November 26, 2016**.

	<u>2013</u>	<u>2015</u>
DeForest Lots	\$1,074	\$1,679
Bank Street Lot	\$ 212	\$ 507
Tier Garage – Ground Level	\$ 336	\$ 336
Street Meters	\$2,290	\$2,290
Tickets	<u>\$1,250</u>	<u>\$1,250</u>
Total ESTIMATED Revenue	\$5,162	\$6,062

- DeForest Lots revenue is taking the highest Saturday thus far, this holiday weekend of shopping could actually show an increase in revenue if we were to charge.
- Street meters assumes 75% of meters used ( $610 \times .75 = 458$ ) x \$5 per day of estimated revenue.
- Tickets are calculated at 50 tickets x \$25 per ticket.

## DECEMBER FREE PARKING - STREET METERS - DOWNTOWN CORE

For many years, Council has approved the Holiday Courtesy Notice which affords Parking Services the ability to allow shoppers to extend their time during the busy holiday season. Time limits are surveyed and if someone stays too long a nice Holiday Courtesy Notice is left on their windshield instead of a parking ticket. This program runs from Thanksgiving until January 1<sup>st</sup> and has worked successfully for many years whereby Parking Services receives compliments.

I estimated the revenue for the two weeks in December, 2016 whereby SDI/Chamber is requesting the City bagged all the 90-minute, 30-minute and 15-minute meters for 12 days from December 12<sup>th</sup> - December 24<sup>th</sup>, which has a total of 288 meters. Using a 90% occupancy rating of 260 meters x \$5 per average daily revenue for an estimated total loss of revenue of \$15,600.

Therefore, the total revenue loss for all the free parking days for Thanksgiving weekend and the two weeks in December would equate:

<u>Total Loss of Revenue</u>	
Friday, November 25, 2016	\$10,920
Friday, November 26, 2016	\$ 6,062
<u>December 12-24, 2016</u>	<u>\$15,600</u>
Total estimated loss of revenue	\$32,582

In addition, Michael Rogers mentioned that while Morristown provides free in Morristown the last two weeks in December, the downtown management group reimburses the town around \$12,000.

### Recommendations

Might I suggest that the 15-minute and 30-minute meters not be included in the above? Many businesses rely on the constant turnover and if these meters are covered, I believe parkers will stay longer than 30-minutes resulting in less turnover.

If you have any questions, please feel free to contact me.



February 24, 2016

GS (DAR)

Mr. Michael Rogers, City Administrator  
 Mr. Mike McTernan, Common Council President  
 City of Summit  
 512 Springfield Avenue  
 Summit, NJ 07901

Dear Michael and Mike,

Summit Downtown, Inc. and the Suburban Chambers of Commerce would like to request that the City of Summit and the Summit Common Council allow free parking in the downtown the two weeks (Monday-Saturday, Sunday is already free) prior to the Christmas Holiday. For 2016, it would be December 12 through December 24. Christmas is on Sunday, December 25 this year.

Of course, time limits would still need to be enforced and businesses would need to make sure their employees are parking in the appropriate lots.

Many of our neighboring towns, such as Millburn, Madison, Chatham and Morristown offer some form of free parking during the holidays. We need to ensure that our retail businesses have same opportunity as our nearby communities.

Both SDI and the Chamber would be happy to meet with anyone to discuss our request and to work on details.

Thank you for your consideration of this matter and look forward to hearing from you as to the next steps.

Many thanks,

*Tony Melchionna*

*Michael Shapiro*

Tony Melchionna  
 Chairman, SDI Board of Trustees

Michael Shapiro  
 Chairman, Suburban Chambers of Commerce

**THE CITY OF SUMMIT**  


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**N E W J E R S E Y**  


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CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901  
[www.cityofsummit.org](http://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

February 18, 2016

Mr. Tony Melchionna  
Chairman, Summit Downtown Inc Board of Trustees  
18 Bank Street, Suite 108  
Summit, NJ 07901

Mr. Michael Shapiro  
Chairman, Suburban Chambers of Commerce  
71 Summit Avenue  
Summit, NJ 07901

**Re: Request for Free Parking During the 2016 Christmas Holidays- Assigned to the General Services Committee**

Dear Mr. Melchionna & Mr. Shapiro:

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 General Services Committee, whose contact is Parking Services Manager, Rita McNany. Ms. McNany may be reached at 908-522-5100 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,



c: Mayor and Council  
M. Rogers, City Administrator  
R. McNany, Parking Services Manager

Attachment: memo-Request Free Parking Dec 12-24 (4396 : SDI and Suburban Chambers of Commerce Request Free Parking During



**DAR (ID # 4395)**

DOC ID: 4395

---

TO: Mayor and Common Council

FROM: Rita McNany, Parking Services Manager

DATE:

SUBJECT: SDI Request for Permanent Free Parking Holiday for the Saturday after Thanksgiving - Permanent Saturday

# PARKING SERVICES AGENCY

CITY HALL, 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

908-522-5100

PARKING@CITYOFSUMMIT.ORG

WWW.CITYOFSUMMIT.ORG



## MEMORANDUM

To: Mayor Radest and Members of Common Council  
 From: *Rita* Rita M. McNany, Parking Services Manager  
 Date: September 13, 2016  
 Re: SDI Request for Free Parking - Saturday of Thanksgiving Weekend and 2 weeks in Dec.

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## DECEMBER FREE PARKING - STREET METERS - DOWNTOWN CORE

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Therefore, the total revenue loss for all the free parking days for Thanksgiving weekend and the two weeks in December would equate:

<b><u>Total Loss of Revenue</u></b>	
Friday, November 25, 2016	\$10,920
Friday, November 26, 2016	\$ 6,062
<b><u>December 12-24, 2016</u></b>	<b><u>\$15,600</u></b>
<b>Total estimated loss of revenue</b>	<b>\$32,582</b>

In addition, Michael Rogers mentioned that while Morristown provides free in Morristown the last two weeks in December, the downtown management group reimburses the town around \$12,000.

### **Recommendations**

Might I suggest that the 15-minute and 30-minute meters not be included in the above? Many businesses rely on the constant turnover and if these meters are covered, I believe parkers will stay longer than 30-minutes resulting in less turnover.

If you have any questions, please feel free to contact me.

GS  
(DAR)

**Licatese, Rosemary**

**From:** McTernan, Michael  
**Sent:** Tuesday, June 21, 2016 10:25 AM  
**To:** Marin Mixon  
**Cc:** Licatese, Rosemary; McNany, Rita  
**Subject:** Re: Request - Permanent Parking Holiday



Thanks Marin. I am going to refer this to General Services for their consideration. Thanks for reaching out. Rosie - please forward!

Sent from my iPhone

On Jun 20, 2016, at 3:19 PM, Marin Mixon <[office@summitdowntown.org](mailto:office@summitdowntown.org)> wrote:

Dear Council President,

Attached is the requested from Summit Downtown, Inc. requesting a permanent parking holiday for the Saturday after Thanksgiving. This year the date is November 26, 2016. As Thanksgiving and the day after are parking holidays, we request that Saturday be included as a permanent one again.

It is such a bonus for our businesses to be able to promote that the downtown has 4 free parking days to kick off the holiday season.

Please let us know if you need any other information in order to bring this request to the Summit Common Council.

Many thanks for this consideration.

Summit Downtown, Inc.  
18 Bank Street, Ste. 108  
Summit, NJ 07901  
908.277.6100  
F 908.273.9256  
[www.summitdowntown.org](http://www.summitdowntown.org)

<RequestFreePkSat2016.docx>

Attachment: memo-Saturday after Thanksgiving (4395 : SDI Request for Permanent Free Parking Holiday for the Saturday after Thanksgiving)

**THE CITY OF SUMMIT**  


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**N E W J E R S E Y**  


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CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901  
[www.cityofsummit.org](http://www.cityofsummit.org)

Rosemary Licatese  
City Clerk  
Secy. to Mayor & Council  
(908) 273-6400  
[rlicatese@cityofsummit.org](mailto:rlicatese@cityofsummit.org)

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

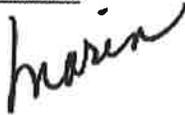
June 22, 2016

Ms. Marin Mixon  
[office@summitdowntown.org](mailto:office@summitdowntown.org)

Via Email

Re: Request for Permanent Parking Holiday for the Saturday after Thanksgiving – Assigned to the General Services Committee

Dear Ms. Mixon:



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 General Services Committee, whose contact is Rita McNany, Parking Services Manager. Ms. McNany may be reached at 908-522-5100 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 Licatese

c: Mayor and Council  
M. Rogers, City Administrator  
R. McNany, Parking Services Manager

Attachment: memo-Saturday after Thanksgiving (4395 : SDI Request for Permanent Free Parking Holiday for the Saturday after Thanksgiving)



**BOARD OF EDUCATION  
SUMMIT, NEW JERSEY**

NOTICE IS HEREBY GIVEN that the Workshop Meeting of the Board of Education will be held on **Thursday, September 8, 2016**, in the **Wilson School Board Meeting Room** at **7:00 PM**.

The agenda of the aforesaid meeting to the extent presently known is as follows:

1. to review proposed actions at the Regular Meeting to be held on **Thursday, September 15, 2016**, in the Summit High School Library/Media Center at **7:00 PM**;
2. to review any other matter that may come before the Board;
3. to declare, if necessary, a closed session to discuss personnel and legal matters.

It is expected that formal action may be taken at the aforesaid meeting.

NOTICE IS FURTHER GIVEN that the Regular Meeting of the Board of Education will be held on **Thursday, September 15, 2016**, in the Summit High School Library/Media Center at **7:00 PM**.

It is expected that formal action will be taken at the aforesaid meeting.

Louis J. Pepe, RSBA  
Assistant Superintendent  
Board Secretary

Communication: Summit Board of Education Meeting Notices - Workshop, September 8, 2016 and Regular Meeting, September 15, 2016

Sonia Viveiros

**From:** Robin R. Kline <rkline@chathamborough.org>  
**Sent:** Wednesday, September 07, 2016 1:52 PM  
**To:** Borough of Florham Park; Borough of Madison; Licatase, Rosemary; Morris County Planning Board; Township of Chatham; Township of Millburn  
**Subject:** CHATHAM BOROUGH PLANNING BOARD | Notice of Public Hearing pursuant to N.J.S.A. 40:55D-13

**BOROUGH OF CHATHAM**

**NOTICE OF PUBLIC HEARING - BOROUGH OF CHATHAM PLANNING BOARD**

**PUBLIC HEARING ON PROPOSED HOUSING ELEMENT AND FAIR SHARE PLAN AS AN AMENDMENT TO THE BOROUGH OF CHATHAM'S MASTER PLAN**

**PLEASE TAKE NOTICE** that in accordance with the Municipal Land Use Law, particularly N.J.S.A. 40:55D-13, the Borough of Chatham Planning Board will conduct a public hearing on Wednesday, September 21, 2016 at 7:30 p.m., to consider Borough of Chatham's Housing Element and Fair Share Plan as an amendment to the Borough Master Plan. The purpose of the Plan is to address the Borough's Third Round housing obligation to provide a reasonable opportunity for the development of its fair share of low and moderate income housing pursuant to the direction issued by the New Jersey Supreme Court, In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV").

**PLEASE BE ADVISED** that any interested party may attend such public hearing and will be afforded the opportunity to be heard. A copy of the proposed Housing Element and Fair Share Plan as an amendment to the Borough's Master Plan is available for public inspection in the Borough's Clerk's Office located at 54 Fairmount Avenue, Chatham, New Jersey 07928 during regular business hours Monday through Friday, and is available at ChathamBorough.org under Plans-Reports.

Formal action may be taken with respect to the proposed Housing Element and Fair Share Plan as an amendment to the Borough's Master Plan following the public hearing.

**On behalf of the Borough of Chatham Planning Board,**  
Robin R. Kline, MAS, RMC, CMR  
Borough Clerk

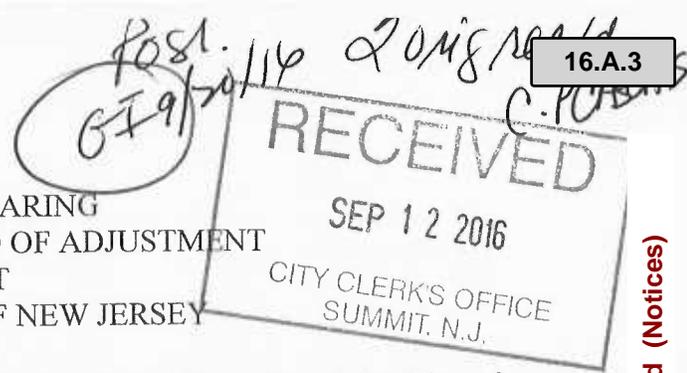
By certified mail and e-mail to:

- City of Summit, City Clerk
- Borough of Madison, Borough Clerk
- Borough of Florham Park, Borough Clerk
- Township of Chatham, Township Clerk
- Township of Millburn, Township Clerk
- Morris County Planning Board, Planning Director

Robin R. Kline, MAS, RMC, CMR  
Municipal Clerk  
BOROUGH OF CHATHAM

Communication: Borough of Chatham Planning Board - Hearing Notice - September 21, 2016 re Housing Element & Fair Share Plan (Notices)

NOTICE OF PUBLIC HEARING  
CITY OF SUMMIT ZONING BOARD OF ADJUSTMENT  
CITY OF SUMMIT  
COUNTY OF UNION, STATE OF NEW JERSEY



Please take notice that the Zoning Board of Adjustment (the "Board") of the City of Summit (the "City") will, on September 19, 2016, at 7:30 p.m., at the Council Chambers/Court Room, Summit City Hall, 512 Springfield Avenue, Summit, NJ 07901, or at such other time and place as the Board may adjourn thereafter, hold a public hearing (the "Hearing") to consider the application for "use" or "d" variance relief, "bulk" or "c" variance relief, lot consolidation or subdivision approval (as appropriate), preliminary and final major site plan approval, and such other relief as the Board or its consultants may deem necessary (the "Application") made by Sunrise Development, Inc. (the "Applicant") to permit the construction of a 4-story, 80-unit assisted living facility, along with ancillary and typical site improvements including a partially below-grade parking area and surface parking area, drive-thru canopy, walkways, landscape elements, driveways, retaining walls, stormwater management facilities, lighting, signage, and the like (the "Project") at the property located along River Road and proximate to the intersection of River Road and Morris Avenue commonly known as 14, 18, 22, and 26 River Road and formally identified as Lots 8, 9, 10, and 11 in Block 201 on the City's tax map (the "Property"). The Property consists of approximately 57,935 sq. ft. (1.33 acres) in the City's Light Industrial "L-I" Zoning District (the "L-I Zone").

The Property is partially developed with one two-story commercial building, one two and one-half story commercial building, and an associated asphalt parking lot. The Applicant proposes to raze these existing improvements and develop the Property with the Project, as described above. To permit the development of the Project, the Applicant seeks variance relief from the City's Land Use and Development Regulations (the "Ordinance" or "Ord.") in accordance with the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, et. seq. (the "MLUL") as follows: (1) "use" or "d(1)" variance relief in accordance with N.J.S.A. 40:55D-70d(1) to permit an assisted living facility at the Property whereas an assisted living facility is not an expressly permitted use in the L-I Zone; (2) "floor area ratio" or "d(4)" variance relief in accordance with N.J.S.A. 40:55D-70d(4) to permit a floor area ratio of up to 1.42 whereas a maximum floor area ratio of .70 is permitted; (3) "height" or "d(6)" variance relief in accordance with N.J.S.A. 40:55D-70d(6) to permit (a) a building height of 60.2 ft. whereas a maximum building height of 48 ft. is permitted and (b) (unless it is determined by the board that "bulk" or "c" variance relief in accordance with N.J.S.A. 40:55D-70c(1) or c(2) is the appropriate standard) a vertical building distance of 68.5 ft. whereas a vertical building distance of 53 ft. is permitted; and (4) "bulk" or "c" variance relief in accordance with N.J.S.A. 40:55D-70c(1) or c(2), as applicable, to permit: (a) a rear yard setback of 15.6 ft. whereas a 25 ft. rear yard setback is required; (b) lot coverage of 71.9% whereas lot coverage of 70% is permitted; (c) building coverage of 42.9% whereas building coverage of 40% is permitted; (d) a building height of four stories whereas a maximum of three stories is permitted; and (e) a peak roof height of 52 ft. whereas a peak roof height is 48 ft. is permitted. The Applicant will also seek any other variances, waivers, exceptions, or other relief that the Board or its consultants may deem necessary, without additional public notice.

This Notice is given in accordance with the MLUL. A copy of the Application (and supporting documentation) is on file with the City's Planning and Zoning Department in the Department of Community Services, located in the City's Municipal Building located at 512 Springfield Avenue, Summit, NJ 07901. The Application and supporting documents are available for public inspection Monday through Friday (except regularly and locally observed holidays) during the hours of 8:30 am to 4:00 pm. Any interested person may appear in person, through his attorney, or through his designated agent at the above-referenced Hearing to be heard on the Application.

BY: SUNRISE DEVELOPMENT, INC.  
Marc D. Policastro, Esq.  
Giordano, Halleran & Ciesla, P.C.  
125 Half Mile Road, Suite 300  
Red Bank, NJ 07701  
Attorney for the Applicant

Dated: September 1, 2016

Docs #2442358-v1

GI 9/20/16

**UNION COUNTY DEPARTMENT OF PARKS AND COMMUNITY RENEWAL**

**BUREAU OF TRANSPORTATION PLANNING**

**UNION COUNTY TRANSPORTATION ADVISORY BOARD**

*Draft Meeting Minutes of 6<sup>th</sup> of July, 2016*



**RECORD OF THE MEETING**

The July 6th, 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 2016 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  
Renée Banks  
André Luboff  
\* John Stewart  
Tony Hall  
Roger Stryeski  
Dan Petrosky  
John Morgan  
John Morgan  
Sandy Weinger  
Louis DeSocio  
Marv Gersten  
Robert Ehrenbeck

**Representing**

Cranford  
Elizabeth  
Fanwood  
Linden  
New Providence  
Plainfield  
Rahway  
Roselle  
Roselle Park  
Scotch Plains  
Westfield  
Springfield  
Summit  
Member-at-large  
Member-at-large

\* Arrived after roll call.

Communication: Union County Transportation Advisory Committee Minutes - July 6, 2016 (Minutes, Reports, Etc. from the Following)

**Also in Attendance**

Liza Betz	Union County Bureau of Transportation Planning
Cameron Black	Intern, Union County Bureau of Transportation Planning
Ted Ritter	North Jersey Transportation Planning Authority (NJTPA)

It was determined after the roll call that there was a quorum with 14 voting members present.

**ACCEPTANCE OF MINUTES**

Acceptance of the May 2016 minutes were postponed until the next meeting, as it was recommended that amendments be made.

**PRESENTATIONS**

There were no presentations.

**COMMUNICATIONS**

None

**REPORTS**

**From Ms. Betz:**

The New Jersey Department of Transportation was tasked by Governor Christie to gather a list of non-essential state-funded projects, which are slated to be put on hold until the Transportation Trust Fund (TTF) funding issue is resolved. (Federally funded projects will continue.)

At Mr. Welsh’s suggestion, a UCTAB subcommittee was formed to review the Union County Transportation Master Plan. The Chairman and Messrs. DeSocio, Gersten, and Luboff comprised the subcommittee, which reviewed the Plan and provided comments. The members of the subcommittee also agreed to review their respective communities’ master plans. Ms. Betz noted her appreciation of the efforts of the subcommittee, especially given the short time frame.

Ms. Betz provided a brief update on the studio project held this past winter to assess and improve the bus routes in central Union County. She mentioned that several route changes were recommended, and that she will share copies of the report with Board members.

Mr. Black presented part 3 (of 3) of the video “ReThink NYC Rail Plan”, prepared by the transportation consulting firm ReThink Studio. The video utilizes Google Earth to depict various transportation proposals centered on the Northeast Corridor in the New York City metropolitan area.

**From Mr. Ritter:**

Ted Ritter, NJTPA staff, said the NJTPA is continuing its successful pedestrian safety education campaign, better known as Street Smart. He said the campaign is aimed at drivers and pedestrians and noted NJ is a federal “emphasis area” for reducing a high number of pedestrian fatalities. Street Smart’s summer shore kickoff event was held on 29 June on Long Beach Island and the spring kickoff was held in March in Elizabeth. Highlights are featured in the NJTPA’s latest Street Smart video which he showed to the membership. More is available at: [BeStreetSmartNJ.org](http://BeStreetSmartNJ.org).

Implementation began for the Together North Jersey regional plan called “TNJ 2.0.” This effort brings together public agencies as well as private and non-profit groups in task forces that cover each of the four Together North Jersey themes. The four themes focus on how to make the region more competitive, efficient, livable, and resilient. Details are at [TogetherNorthJersey.com](http://TogetherNorthJersey.com).

In July, the NJTPA held a Roundtable on Freight with participants from 18 different private sector supply chain leaders; all said NJ is uniquely situated for growth and its consumer base will continue to drive the need for goods, as well as expansion of companies and employment in the freight sector. They all agreed that reliability of supply chain logistics and transport is key.

Ritter also reported on an NJTPA-sponsored forum held at NJIT last month to help towns explore Transit Supportive Development. He said a growing number of towns – such as Fanwood, Rahway, Cranford, and Garwood – want to enhance vibrant, walkable downtowns and neighborhoods by encouraging mixed-use development centered on their train stations or bus routes. This is called Transit Oriented or Transit Supportive Development.

Finally, Ritter said the next NJTPA Board of Trustees meeting is set for Monday, 11 July at 10 am at the NJTPA offices in downtown Newark. A presentation by Colin Driver, Borough of Somerville, will focus on redevelopment. The meeting is streamed live at [www.njtpa.org](http://www.njtpa.org).

**LOCAL ISSUES**

The Chairman mentioned that New Providence, Roselle, and Elizabeth were recognized by the New Jersey Department of Transportation for their Safe Routes to School programs.

**OLD BUSINESS / NEW BUSINESS / PUBLIC INPUT**

**Old business:**

Mr. Hall gave an account of being cut-off and struck by another motorist while driving on St. George Avenue at the intersection of Milton Avenue in Rahway. He mentioned that this was his third time being struck on St. George Avenue (during the 4 May UCTAB meeting, Mr. Hall mentioned he was struck by a motorist and rendered unconscious while using the crosswalk

(with the light) at the intersection of St. George Avenue and W. Lake Street). Mr. Hall strongly stressed the need for action to be taken to address situations like these. It was mentioned in the discussion that although St. George Avenue is a State highway (Route 27), Union County had conducted a corridor study on this stretch of roadway. It was also mentioned that municipalities need to bring issues like this up to the State.

**New business:**

Mr. Stewart asked if there was any update regarding the one-seat rides on NJ Transit's Raritan Valley Line. Ms. Betz replied that the effort to put a bill through the State legislature for Saturday one-seat rides (not achievable with the current budget) has been tied-up due to the current TTF discussions.

The Chairman mentioned that residents of Cranford have been expressing concerns about increased aircraft noise levels during the day. Concerns have also been raised in Springfield, Union, Hillside, Roselle Park, and Roselle.

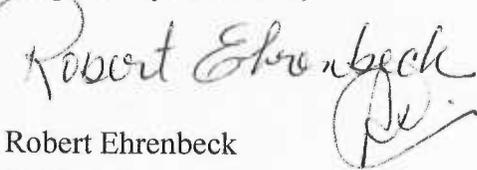
The Chairman mentioned some recent transportation-related articles recently uploaded to his unofficial Union County Transportation page on Facebook.

The next UCTAB meeting will be held on September 7, 2016.

**ADJOURNMENT**

The meeting was adjourned at 8:55 PM by the Chairman, with Messrs. Luboff proposing and Hall seconding.

Respectfully submitted,



Robert Ehrenbeck  
Secretary

RE/re

Attachment: Membership list

Revision: 5.4.16 Meeting Minutes (2 Pages)

**UNION COUNTY TRANSPORTATION ADVISORY BOARD  
MEMBERSHIP  
2016**

<b>Municipal Representative</b>	<b>Name</b>
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\*\***

**UNION COUNTY DEPARTMENT OF PARKS AND COMMUNITY RENEWAL**

**BUREAU OF TRANSPORTATION PLANNING**

**UNION COUNTY TRANSPORTATION ADVISORY BOARD**

***Draft Meeting Minutes of 4<sup>th</sup> 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~~ **2016** 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 Park (Alternate)  
Springfield  
Summit  
Union (Alternate)  
Winfield  
Member-at-large  
Member-at-large

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:**

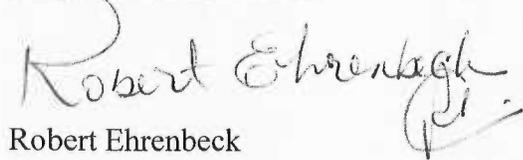
Mr. Welsh mentioned that per the UCTAB bylaws, the UCTAB acts as primary ~~on-staff non-staff~~ advisors to the Freeholders with respect to transportation issues. As such, he suggested that a UCTAB subcommittee be formed to review the Union County Transportation Master Plan and provide comments to the 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