

1. 10-15-16 Council Agenda

Documents:

[10-5-16 AGENDA.PDF](#)

2. 10-15-16 Council Meeting Agenda Packet

Documents:

[10-5-16 AGENDA PACKET 1358F.PDF](#)



# Common Council of the City of Summit

Closed Session Agenda for *Wednesday, October 5, 2016*

**6:45 pm – 7:20 pm**

(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
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5. Contract Negotiations (not collective bargaining) - NJSA 10:4-12.b (7)
6. Personnel matters - NJSA 10.4-12.b (8)
  - Appoint Deputy City Clerk
7. Appointments - NJSA 10.4-12.b (8)
  - Memo – R. Licatese, re Unfilled Appointments
    - ◆ Mayor’s Appointments:
      - (confirmation required)
      - Arts Committee (5)
      - Community Programs Advisory Brd (1)
      - (no confirmation required)
      - Environmental Commission (Alt. 2)

- ◆ Council Appointments:
  - 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.

- known for discussion
- \* known for consideration

**ADJOURN CLOSED SESSION**



**Common Council of the City of Summit**  
**Regular Meeting Agenda for Wednesday, October 5, 2016**  
**7:30 PM**

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

**COMMITTEE MEETING SCHEDULE**

Committee - Time - Attendees - Office

**BUILDINGS AND GROUNDS COMMITTEE**

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

**FINANCE and PERSONNEL COMMITTEE**

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

**GENERAL SERVICES COMMITTEE**

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

**SAFETY COMMITTEE (Police and Fire)**

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

**WORKS COMMITTEE**

Monday 12:30 pm – 1:30 pm Dept. of Community Services  
Sun, Lizza, Cascais

**LAW COMMITTEE**

*Second Meeting of  
the Month* 6:00 pm – 6:45 pm Clerk's Law Library  
Ogden, Naidu, Licatese, Cruz

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



**ASSISTIVE LISTENING DEVICES AVAILABLE. SEE CITY CLERK.**



## **CALL TO ORDER**

### **ADEQUATE NOTICE COMPLIANCE STATEMENT**

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## **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

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### **APPROVAL OF MINUTES**

- Regular and Closed Session Minutes of September 20, 2016

### **REPORTS**

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

## **PRESENTATIONS**

Mayor's Proclamations:

- Family Promise Week - Claas Ehlers, President - Family Promise
- Fire Prevention Week - Chief Eric Evers, Summit Fire Department

Department of Community Programs:

- Dr. Jacquie Stanley Distinguished Administrator Award - Kevin Taylor, TryCAN Coordinator
- NJ Commission for Recreation For Persons with Disabilities - Distinguished Non-Profit Recreation Agency Award - TryCAN Program - Judith Leblein Josephs, DCP Director

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*Comments are solicited from Council members and the public.*

<u>Number</u>	<u>Title</u>	<u>Introduction Date</u>
<b><u>SAFETY</u></b>		
16-3119	Ordinance Amending "The Code" Chapter VII, Traffic, Section 7-19, Mid-Block Crosswalks (Springfield Avenue at Park and Ride)	9/20/2016
<b><u>SAFETY</u></b>		
16-3120	Ordinance Amending the Code, Chapter VII, Traffic, Section 7-8, Parking, Subsection 7-8.5 Parking Time Limited on Certain Streets (Two-hour parking - William Street, South Side Entire Length)	9/20/2016
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- (ID # 4495) 1. Authorize Execution of Settlement Agreement - Fair Share Housing Corp. (*pending Closed Session discussion*)
- (ID # 4483) 2. Authorize Execution of License Agreements - String Lights at Promenade – 420 & 426 Springfield Avenue

## **WORKS**

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- (ID # 4478) 4. Award Bid - Colt Road Improvement Project - 4 Clean Up Inc. - \$1,127,396.50
- (ID #4504) 5. Request Agreement With Union County for Installation of Mid-Block Cross Walk at One Springfield Avenue at Park and Ride and Authorize Execution of Same (*Subject to Passage of Ordinance 16-3119*)

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(ID # 4494) Appoint Deputy City Clerk (*pending Closed Session discussion*)

## **CONSENT AGENDA**

### **GENERAL SERVICES**

- (ID # 4485) 1. Authorize Refund of Security Deposit - Let's Eat Concessions - \$500.00

- (ID # 4473) 2. Authorize Refunds - Department of Community Programs

### **WORKS**

- (ID # 4480) 1. Authorize Release of Performance Guarantee - Celgene Construction Project - 86-90 Morris Avenue - \$3,569,520.00
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### **ADJOURNMENT REGULAR MEETING**

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

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City Clerk' Office

<b>ORDINANCE #</b>	<b>16-3119</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 (CR#527)	<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



TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

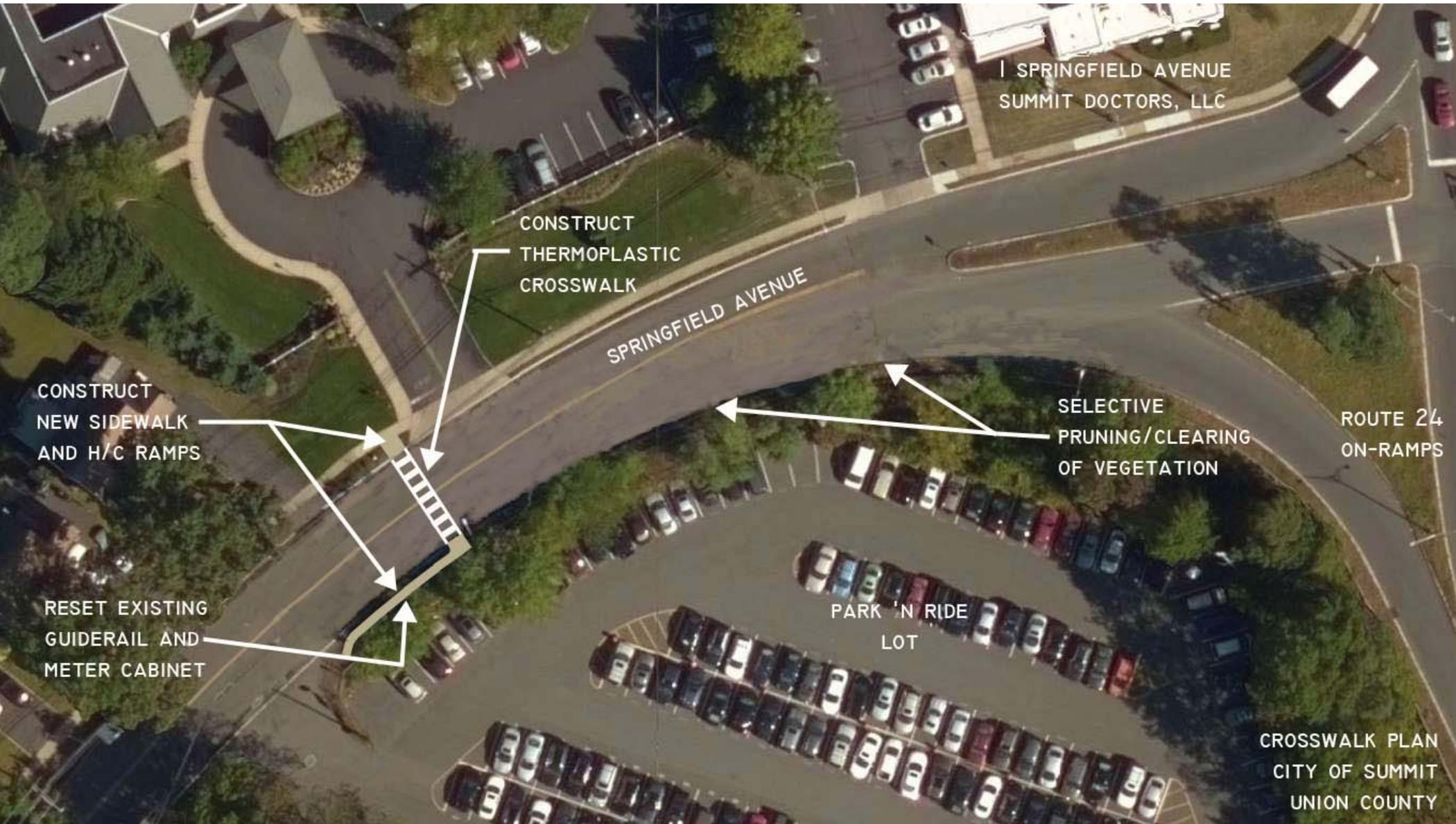
DATE:

### **SUMMARY**

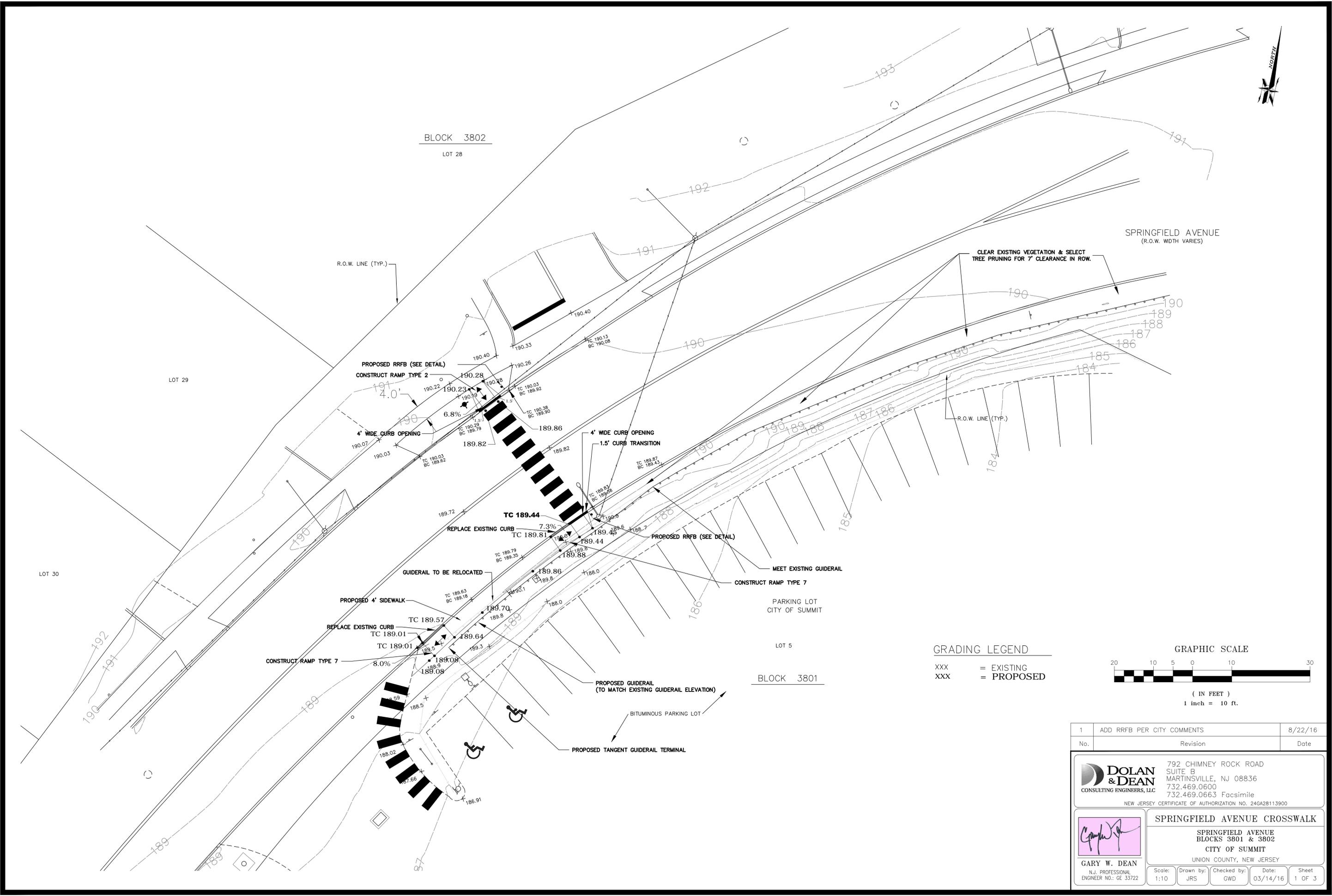
The owner of the property at #1 Springfield Avenue has approached the City in a desire to have a mid-block crosswalk installed across Springfield Avenue, to provide direct access to the Park and Ride lot and bus routes. The property owner would fund the installation which includes a rapid flashing beacon 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.

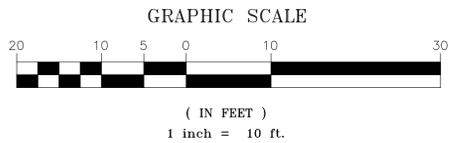
At this time, I recommend that this ordinance be introduced.







**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: 1:10	Drawn by: JRS	Checked by: GWD	Date: 03/14/16	Sheet: 1 OF 3
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CIFICATE OF AUTHORIZATION NO. 24GA28113900

# DETAILS – SIDEWALK

SPRINGFIELD AVENUE  
BLOCKS 3801 & 3802

CITY OF SUMMIT

UNION COUNTY, NEW JERSEY

Drawn by:

JRS

Checked by:

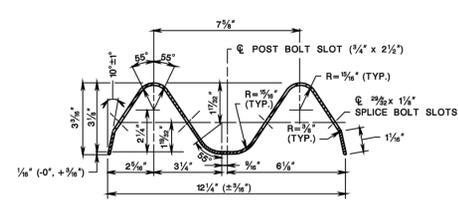
GWD

Date:

03/14/16

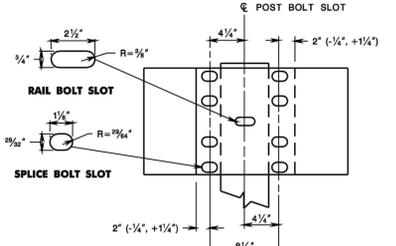
Sheet

2 OF 3

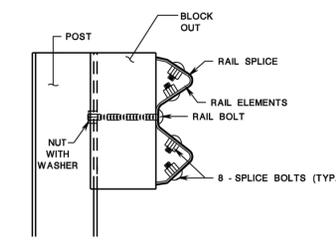


RAIL ELEMENT SHALL BE SUPPLIED IN LENGTHS OF 13'-6 1/2" OR 28'-1/2"

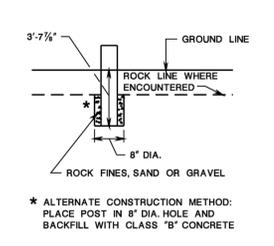
W-BEAM RAIL ELEMENT



RAIL SPLICE

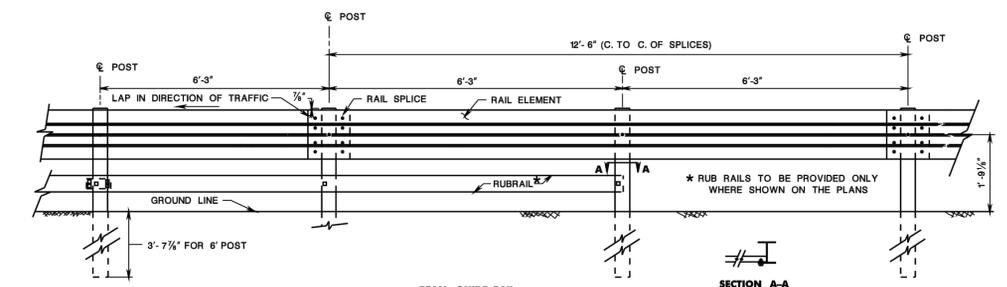


BEAM GUIDE RAIL POST ASSEMBLY



GUIDE RAIL POST INSTALLATION IN ROCK

CD-609-1.2

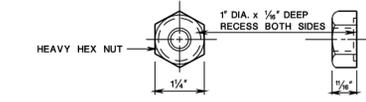
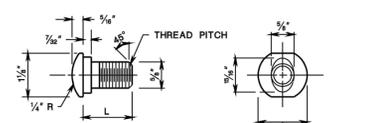


BEAM GUIDE RAIL

SECTION A-A

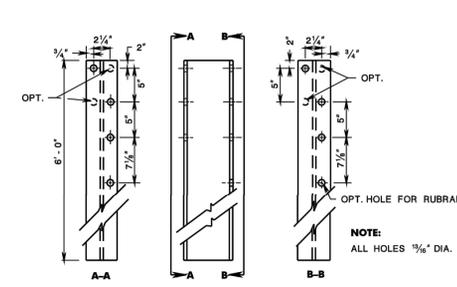
TYPE	L	MIN. THREAD LENGTH
SPLICE	1 1/4"	FULL LENGTH THREAD
RAIL	9 1/2"	1 1/4"

5/8" DIA. BUTTON HEAD BOLT



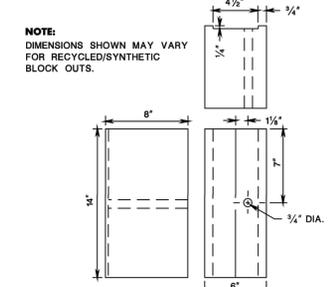
5/8" DIA. RECESS NUT SPLICE & RAIL NUT & BOLT

BEAM GUIDE RAIL N.T.S.



W6 x 8.5 OR W6 x 9 STEEL POST

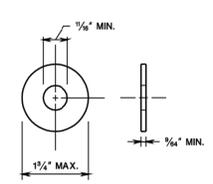
6' POST



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

APPROVED RECYCLED/SYNTHETIC MATERIALS

14" BLOCK OUT

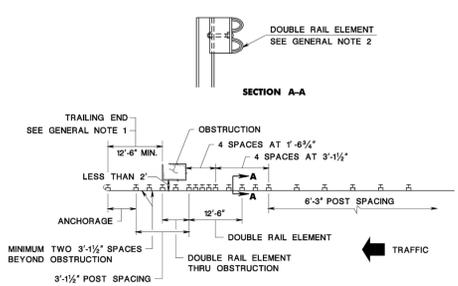


STEEL WASHER

- 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'

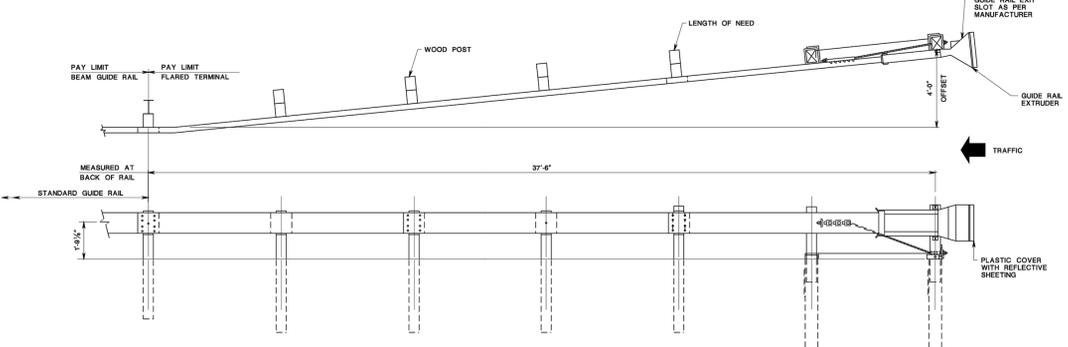
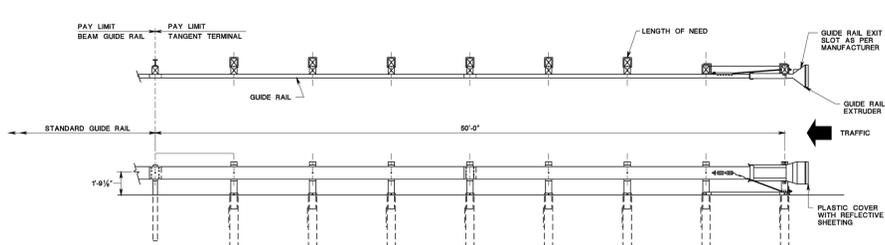
ADDITIONAL LENGTH BEAM GUIDE RAIL POSTS



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



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

- GENERAL NOTES**
- WHERE A CRASHWORTHY END TREATMENT IS SHOWN AT THE TRAILING END ON THE PLANS, THE POST SPACING AND DOUBLE RAIL ELEMENT FOR THE GUIDE RAIL SHALL BE THE SAME AS THE APPROACH END.
  - WHERE DOUBLE RAIL ELEMENT IS REQUIRED, THE ADDITIONAL RAIL ELEMENT SHOULD BE ADDED BEHIND THE CONTINUOUS FRONT RAIL.

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
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<b>ORDINANCE #</b>	<b>16-3120</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



SUMMIT POLICE DEPARTMENT  
SUPPORT SERVICES DIVISION



MEMORANDUM

To: Chief Robert K. Weck

From: Lt. David L. Richel

Re: William Street

Date: September 8, 2016

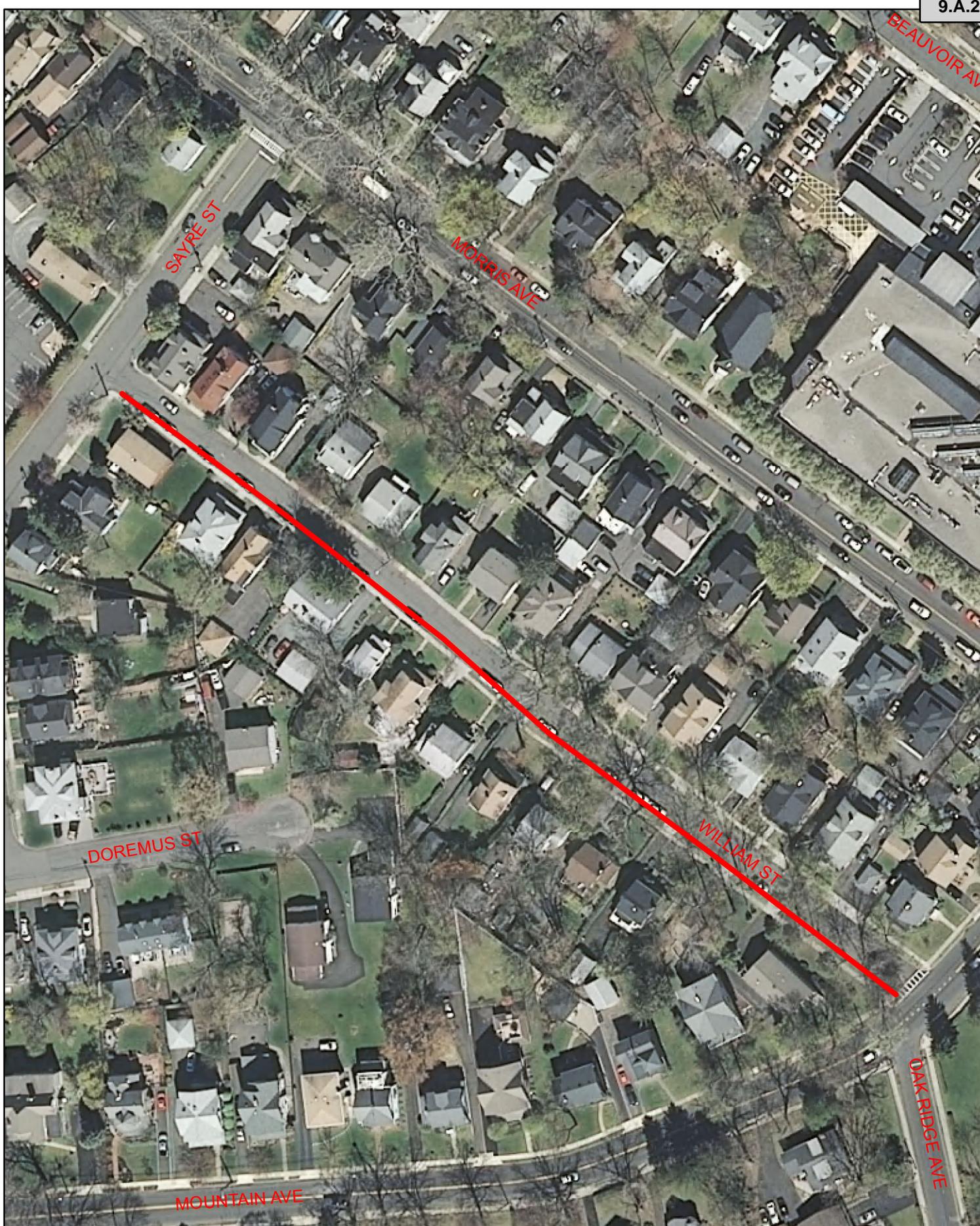
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**Section 7-8, PARKING, subsection 7-8.5, Parking Time Limited on Certain Streets.**

An ordinance has been created in response to the petition received from the residents of William Street. The residents state that their roadway is narrow and has seen an overabundance of vehicles parked all day on 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.

I have been looking at William Street on a daily basis. It appears that Overlook Hospital employee's park on the roadway all day leaving no room for residents or their guest.

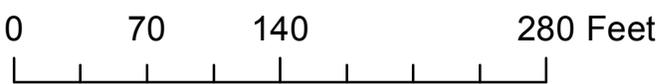
The petition requested 2 hour parking from 7:00 am to 6:00pm Monday through Friday only. I feel that this will alleviate the issues and concerns brought up by the William Street residents.



Attachment: William Street map (16-3120 : Ordinance Two-Hour Zone - William Street)

William Street - 2 hr.zone - map

CITY OF SUMMIT  
PARKING RESTRICTIONS





<b>ORDINANCE #</b>	<b>16-3121</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

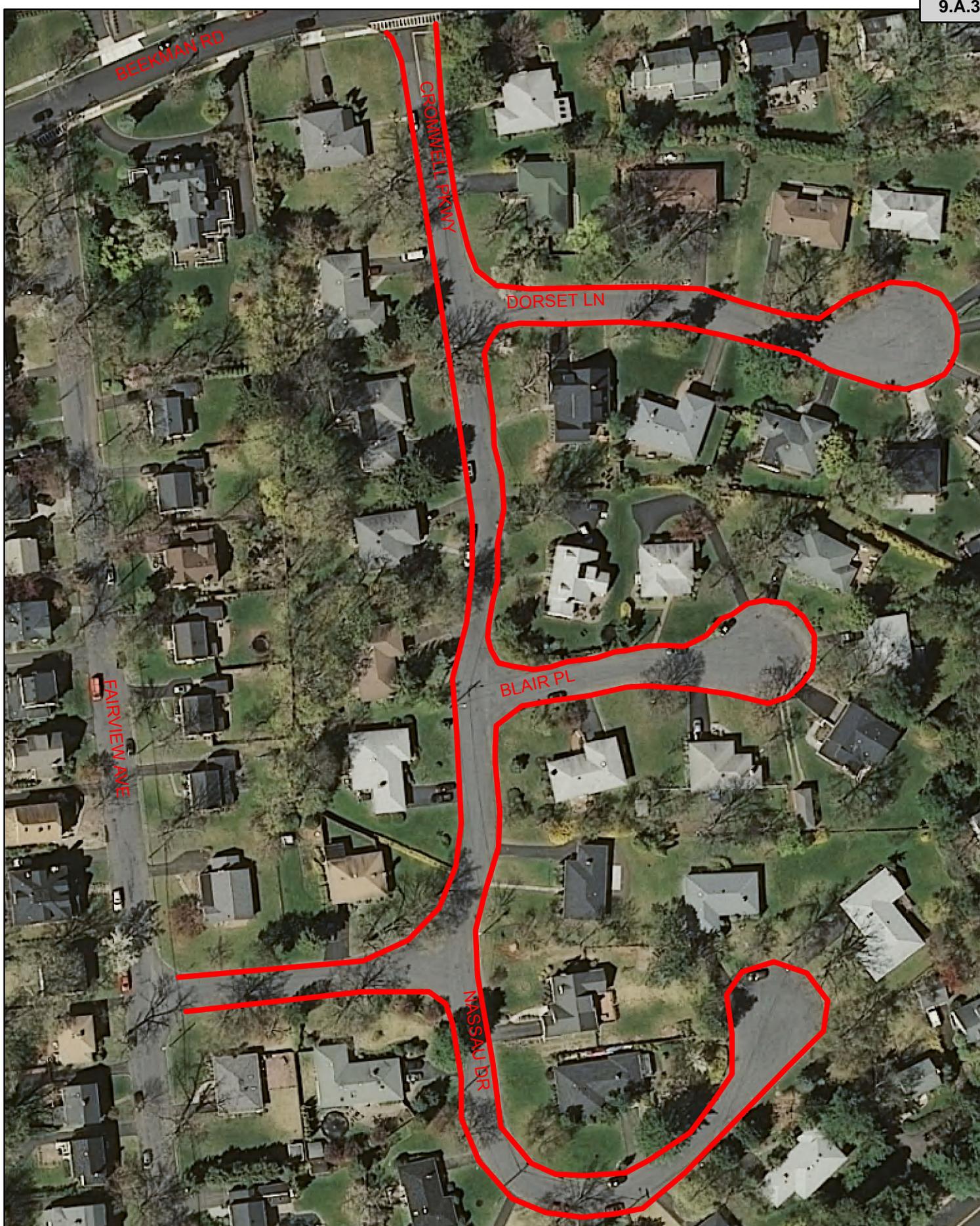
To: Chief Robert K. Weck  
From: Lt. David L. Richel  
Re: Cromwell Pkwy, Blair Place, Nassau Road, and Dorset Lane  
Date: September 8, 2016

---

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.

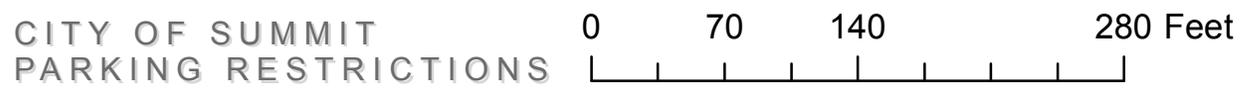
During the course of the school year I placed temporary emergency no parking signs on one side of the roadway. This temporary fix helped residents get out of their driveways but still created a condition of not being able to have two vehicles traverse the roadway at the same time if there is parking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



Attachment: Blair Cromwell Dorsett Nassau No Parking - map (16-3121 : Ordinance Two-Hour Zone - Cromwell, Dorset, Blair, and Nassau)

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



Resolution (ID # 4495)  
October 5, 2016

**AUTHORIZE EXECUTION OF SETTLEMENT AGREEMENT - FAIR SHARE HOUSING  
CORP. (PENDING CLOSED SESSION DISCUSSION)**

Resolution pending Closed Session discussion.

Resolution (ID # 4483)  
October 5, 2016

**AUTHORIZE EXECUTION OF LICENSE AGREEMENTS - 420 SPRINGFIELD AVENUE AND  
426 SPRINGFIELD AVENUE - STRING LIGHTS AT PROMENADE**

WHEREAS, the Engineering Division has been working to have string lights installed to enhance the aesthetics of the Promenade, and

WHEREAS, the installation will require minor electrical upgrades and the attachment of a guy wire between the two adjacent buildings at 420 Springfield Avenue and 426 Springfield Avenue, and

WHEREAS, the City Solicitor and Risk Manager have reviewed the concept, and the City Solicitor has prepared license agreements for execution between the City and the two adjacent property owners to facilitate the installation.

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

That the Mayor and City Clerk be and they are hereby authorized to sign license agreements with the owners of 420 Springfield Avenue and the owners of 426 Springfield Avenue to facilitate the installation of string lights at the Promenade.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



DCS - Engineering Division  
R - Buildings and Grounds

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

Meeting: 10/05/16 07:30 PM

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**RESOLUTION (ID # 4483)**

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DOC ID: 4483

TO: Mayor and Common Council

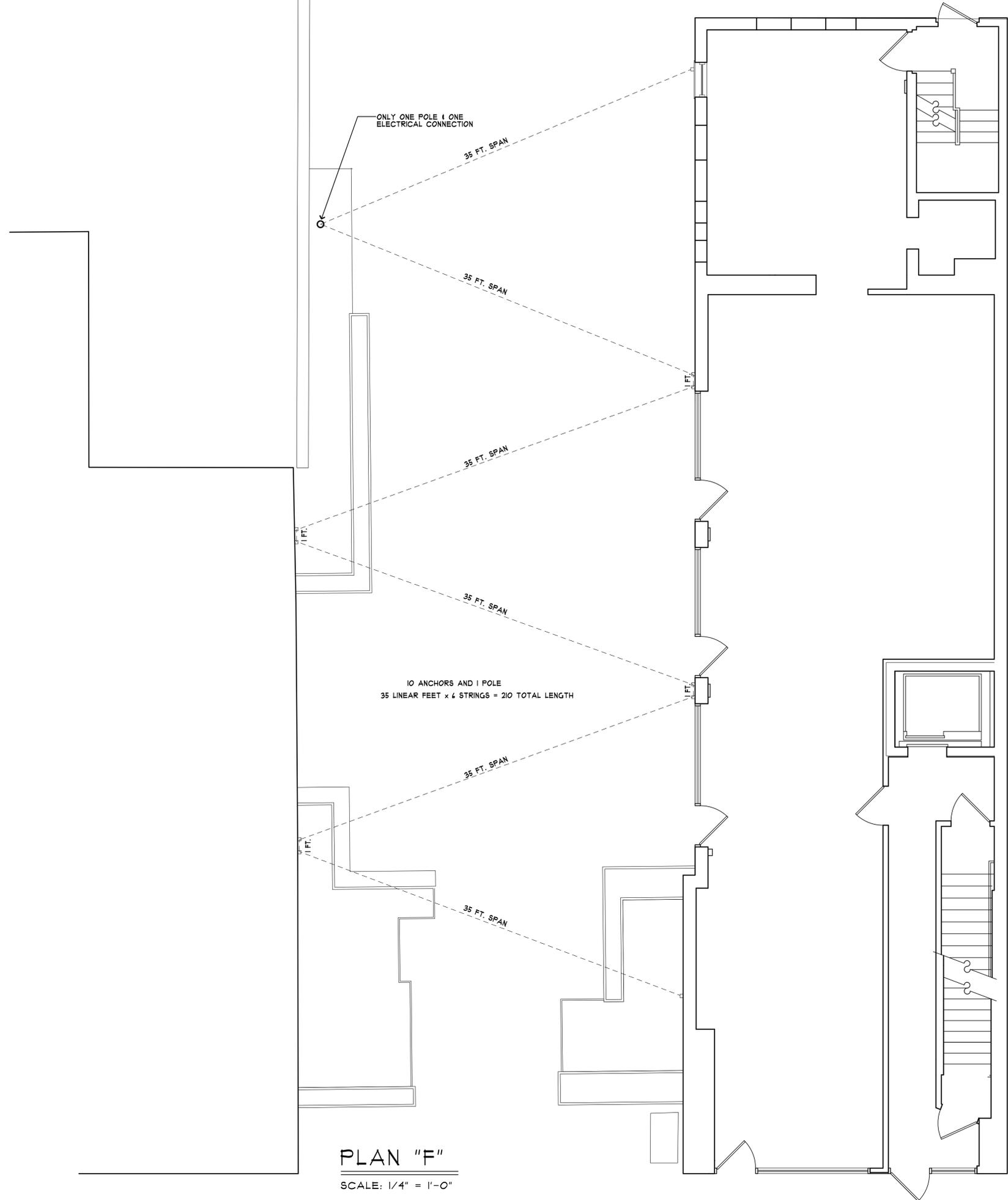
FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 14, 2016

**SUMMARY**

The Engineering Division has been working to have string “Brooklyn” lights installed over the Promenade to further enhance the aesthetics of this prestigious downtown park. The installation would require attachment of a guy wire between the two (2) adjacent buildings and some minor electrical upgrades. The City solicitor prepared an agreement that has been approved by both property owners. It now needs to be executed by the City.

The installation of the lights will be funded by SDI, and maintained by the City. This concept has been reviewed by our City solicitor as well as our risk manager. At this time I am requesting that Council approve a resolution permitting execution of the agreement to proceed with the installation.



Job No: \_\_\_\_\_  
 Drawn By: AR  
 Checked By: DH  
 Date: 4-1-14  
 Revision: \_\_\_\_\_

Seal: \_\_\_\_\_

Drawing Title:  
 LIGHTING FOR  
 PROMENADE PARK  
 Drawing No: \_\_\_\_\_



**HOFFMAN ARCHITECTS**  
 6 DEFOREST AVENUE, SUMMIT, NJ 07901  
 WWW.HOFFMANARCHITECTSINC.COM

Project Description: LIGHTING PLAN  
**PROMENADE PARK**  
 SPRINGFIELD AVENUE, SUMMIT, NJ 07901

Diana Hoffman NJRA-A109373  
 N.Y.R.A.-04336-1

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 TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC  
 OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING,  
 OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM,  
 WITHOUT THE WRITTEN PERMISSION OF  
 HOFFMAN ARCHITECTS.



**LICENSE AGREEMENT**

This **LICENSE AGREEMENT** is for the permanent installation of lights across the Promenade ("Agreement") and is made as of July \_\_\_, 2016 by and between the parties identified in Section 1 as "Licensor" and "Licensee" upon the terms and conditions hereinafter set forth.

**1. FUNDAMENTAL PROVISIONS.**

- A. PROPERTY ADDRESS: 420 Springfield Avenue, Summit, New Jersey 07901 ("Property").
- B. LICENSOR: Bertjen Realty, LLC, whose address is 40 Ross Road, Livingston, New Jersey 07039.
- C. LICENSEE: City of Summit, whose address is 512 Springfield Avenue, Summit, New Jersey 07901.
- D. SPACE No.: A portion of the exterior of the building located at the Property as reasonably designated by Licensor ("Space"). Licensor hereby licenses to Licensee and Licensee hereby accepts a non-transferable right for the permanent installation of lights on the Space ("Lights"), subject however to the terms and conditions of this Agreement.
- E. TERM: The Lights will be installed permanently.
- F. PERMITTED USE: Licensee shall use the Space solely for the purpose of hanging the Lights from the Property, 420 Springfield Avenue, Summit, New Jersey, across the Promenade to 426 Springfield Avenue, Summit, New Jersey, and for no other purpose ("Permitted Use"). The Lights are lights commonly referred to as "party lights" or "Brooklyn lights" as depicted on Exhibit A and subject to Licensor's approval, in its reasonable discretion. No changes in the Permitted Use shall be allowed unless Licensor first approves the change in writing.
- G. LICENSE FEE: A license fee ("Licensee Fee") is not applicable.

- 2. **USE OF SPACE.** Licensee shall maintain the Lights in good condition and shall solely be responsible for maintenance and upkeep of the Lights. Any damage to the Lights shall be solely the responsibility of Licensee and Licensor shall have no obligation to maintain or repair the Lights or any

pole or fixture installed for the purpose of hanging the Lights. Licensee shall not use the Space in a manner that interferes with the operation of businesses at the Property.

3. **EQUIPMENT; NO ALTERATIONS.** Licensor shall have no obligation to improve the Space or install any equipment and Licensee shall, at its sole cost and expense, install such poles and fixtures as are necessary and consistent with the Permitted Use, conforming to all applicable governmental requirements. Licensee shall not make any alteration or improvement to the Space without Licensor's prior written consent.
4. **PROHIBITION AGAINST ASSIGNMENT.** Licensee shall not, without the prior written consent of Licensor assign or otherwise transfer this Agreement or any interest herein, or allow anyone other than Licensee to use or occupy the Space or any part thereof. Any of the foregoing acts without such consent shall be void and shall, at the option of Licensor, terminate this Agreement.
5. **RULES AND REGULATIONS.** Licensor makes no representation as to compliance with applicable rules and regulations of any governing body with respect to the Space for the Permitted Use. Licensee shall observe all municipal ordinances, laws, regulations and rules of any governing body having jurisdiction over the Licensee, the Space, or the use of the Space for the Permitted Use and shall obtain all necessary permits in connection with placement of the Lights. Licensee covenants that Licensee shall observe and abide by any regulation or requirement concerning its activity as promulgated by any applicable governing body. If Licensor determines that Licensee's conduct or other activity is detrimental to the Property or a tenant or licensee in the Property, such conduct or activity shall cease immediately upon Licensor's request. If Licensee shall fail to cease such conduct or activity, Licensor may, at Licensor's option, immediately terminate this Agreement.
6. **WAIVER OF CLAIMS.** To the maximum extent permitted by law, Licensee agrees to use and occupy the Space, and to use such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk. By use of the Space, Licensee shall be deemed to have: (A) inspected the Space; and (B) accepted the Space "as is" with no representation or warranty by Licensor as to the Space, its suitability for Licensee's proposed operation or the improvements therein. Notwithstanding anything to the contrary herein, Licensee waives any right of recovery

against Licensor for any loss or damage suffered by Licensee with respect to Licensee's property, whether or not such loss is caused by the fault or negligence of Licensor.

7. **INDEMNITY.** To the fullest extent provided by law, Licensee agrees to defend, indemnify and hold harmless Licensor of and from any and all claims, demands, suits, damages, expenses, penalties, fees, fines, proceedings and liabilities (including, without limitation, costs of defense, investigation and adjustment) arising out of or in connection with the Licensee's use, occupancy, or maintenance of the Space by, through or under Licensee, exclusive of claims, demands, suits, damages, expenses, penalties, fines, proceedings and liabilities (including, without limitation, costs of defense, investigation and adjustment) arising out of or in connection with the Licensor's negligence, action or failure to act.
8. **INSURANCE.** Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force Workers Compensation and Commercial General Liability Insurance, insuring Licensee, Licensor and Licensor's property manager against claims for bodily injury, personal injury and property damage liability occasioned by or arising out of or in connection with the use, operation and occupancy of the Space by, through or under Licensee. Such insurance policy shall be on an occurrence policy form which shall cover events that occur during the policy period regardless of when the claim is made, and such insurance shall be primary insurance to any other insurance that may be available to Licensor. Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force Property Insurance insuring Licensee's personal property and Space improvements against direct risk of loss. Licensee shall provide Licensor with copies of the insurance policies or other reliable evidence of insurance, satisfactory to Licensor. Failure to provide copies of such insurance policies shall constitute grounds for termination of this Agreement by Licensor. All liability insurance required hereunder or obtained by Licensee (specifically excluding Workers Compensation Insurance) shall name Bertjen Realty, LLC, 40 Ross Road, Livingston, New Jersey 07039, as additional insured. The limits of such insurance shall be no less than:
- A. Workers Compensation Insurance: As required by state law.
- B. Commercial General Liability Insurance:

1. Each Occurrence Limit	\$1,000,000.00
2. General Aggregate Limit	\$2,000,000.00
3. Personal Injury and Advertising Injury Limit	\$1,000,000.00
4. Medical Expense (Any One Person)	\$ 10,000.00

C. Property Insurance: Full replacement cost.

9. **DEFAULT.** Any failure to perform or other breach of any provision of this Agreement by the Licensee shall constitute a default under this Agreement. Licensor may, upon a default, pursue any and all remedies available to it under this Agreement and at law or in equity. Such remedies shall include, but not be limited to, the right of Licensor to terminate this Agreement, the right of Licensor to terminate Licensee's right to possession under this Agreement but not to terminate this Agreement.
10. **BROKERS.** Licensee represents that it has not engaged any broker, finder or other person who may be entitled to a commission or fee in connection with the transactions contemplated by this Agreement and covenants and agrees that Licensee shall indemnify and hold Licensor harmless from and against any such claim. Licensor shall be responsible for and pay any broker's commissions and fees due persons engaged by Licensor and shall indemnify and hold Licensee harmless from and against any failure to do so.
11. **MISCELLANEOUS.**
- A. If more than one person signs this Agreement as Licensee, then the liability of each such person shall be joint and several.
- B. This Agreement and all Exhibits to which this Agreement refers constitutes the entire Agreement of Licensor and Licensee hereto with respect to the subject matter hereof and no provisions shall be waived or modified except in writing signed by Licensor and Licensee.
- C. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns and legal representatives.

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

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

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

**LICENSOR:**

Bertjen Realty, LLC

By: Jennifer Schee  
Name:  
Title:

**LICENSEE:**

City of Summit

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

Its: \_\_\_\_\_

RECEIVED

SEP 06 2016

KK

(Revised August 16, 2016)

By \_\_\_\_\_  
Appr'd By \_\_\_\_\_

**LICENSE AGREEMENT**

This **LICENSE AGREEMENT** is for the permanent installation of lights across the Promenade ("Agreement") and is made as of July \_\_\_\_, 2016 by and between the parties identified in Section 1 as "Licensor" and "Licensee" upon the terms and conditions hereinafter set forth.

1. **FUNDAMENTAL PROVISIONS.**

- A. PROPERTY ADDRESS: 426 Springfield Avenue, Summit, New Jersey 07901 ("Property").
- B. LICENSOR: Spes. Summit, LLC, whose address is 116 Maple Street, Summit, New Jersey 07901.
- C. LICENSEE: City of Summit, whose address is 512 Springfield Avenue, Summit, New Jersey 07901.
- D. SPACE No.: A portion of the exterior of the building located at the Property as reasonably designated by Licensor ("Space"). Licensor hereby licenses to Licensee and Licensee hereby accepts a non-transferable right for the permanent installation of lights on the Space ("Lights"), subject however to the terms and conditions of this Agreement.
- E. TERM: The Lights will be installed permanently.
- F. PERMITTED USE: Licensee shall use the Space solely for the purpose of hanging the Lights from the Property, 426 Springfield Avenue, Summit, New Jersey, across the Promenade to 420 Springfield Avenue, Summit, New Jersey, and for no other purpose ("Permitted Use"). The Lights are lights commonly referred to as "party lights" or "Brooklyn lights" as depicted on Exhibit A and subject to Licensor's approval, in its reasonable discretion. No changes in the Permitted Use shall be allowed unless Licensor first approves the change in writing.
- G. LICENSE FEE: A license fee ("Licensee Fee") is not applicable.

2. **USE OF SPACE.** Licensee shall maintain the Lights in good condition and shall solely be responsible for maintenance

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Attachment: License agr 426 Springfield (4483 : Authorize Execution of License Agreements-420 & 426 Springfield Avenue - String Lights at

and upkeep of the Lights. Any damage to the Lights shall be solely the responsibility of Licensee and Licensor shall have no obligation to maintain or repair the Lights or any pole or fixture installed for the purpose of hanging the Lights. Licensee shall not use the Space in a manner that interferes with the operation of businesses at the Property.

- 3. **EQUIPMENT; NO ALTERATIONS.** Licensor shall have no obligation to improve the Space or install any equipment and Licensee shall, at its sole cost and expense, install such poles and fixtures as are necessary and consistent with the Permitted Use, conforming to all applicable governmental requirements. Licensee shall not make any alteration or improvement to the Space without Licensor's prior written consent.
- 4. **PROHIBITION AGAINST ASSIGNMENT.** Licensee shall not, without the prior written consent of Licensor assign or otherwise transfer this Agreement or any interest herein, or allow anyone other than Licensee to use or occupy the Space or any part thereof. Any of the foregoing acts without such consent shall be void and shall, at the option of Licensor, terminate this Agreement.
- 5. **RULES AND REGULATIONS.** Licensor makes no representation as to compliance with applicable rules and regulations of any governing body with respect to the Space for the Permitted Use. Licensee shall observe all municipal ordinances, laws, regulations and rules of any governing body having jurisdiction over the Licensee, the Space, or the use of the Space for the Permitted Use and shall obtain all necessary permits in connection with placement of the Lights. Licensee covenants that Licensee shall observe and abide by any regulation or requirement concerning its activity as promulgated by any applicable governing body. If Licensor determines that Licensee's conduct or other activity is detrimental to the Property or a tenant or licensee in the Property, such conduct or activity shall cease immediately upon Licensor's request. If Licensee shall fail to cease such conduct or activity, Licensor may, at Licensor's option, immediately terminate this Agreement.
- 6. **WAIVER OF CLAIMS.** To the maximum extent permitted by law, Licensee agrees to use and occupy the Space, and to use such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk. By use of the Space, Licensee shall be deemed to have: (A) inspected the Space; and (B) accepted the Space "as is" with no representation or warranty by Licensor as to the Space, its

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suitability for Licensee's proposed operation or the improvements therein. Notwithstanding anything to the contrary herein, Licensee waives any right of recovery against Licensor for any loss or damage suffered by Licensee with respect to Licensee's property, whether or not such loss is caused by the fault or negligence of Licensor.

7. **INDEMNITY.** To the fullest extent provided by law, Licensee agrees to defend, indemnify and hold harmless Licensor of and from any and all claims, demands, suits, damages, expenses, penalties, fees, fines, proceedings and liabilities (including, without limitation, costs of defense, investigation and adjustment) arising out of or in connection with the Licensee's use, occupancy, or maintenance of the Space by, through or under Licensee, exclusive of claims, demands, suits, damages, expenses, penalties, fines, proceedings and liabilities (including, without limitation, costs of defense, investigation and adjustment) arising out of or in connection with the Licensor's negligence, action or failure to act.
8. **INSURANCE.** Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force Workers Compensation and Commercial General Liability Insurance, insuring Licensee, Licensor and Licensor's property manager against claims for bodily injury, personal injury and property damage liability occasioned by or arising out of or in connection with the use, operation and occupancy of the Space by, through or under Licensee. Such insurance policy shall be on an occurrence policy form which shall cover events that occur during the policy period regardless of when the claim is made, and such insurance shall be primary insurance to any other insurance that may be available to Licensor. Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force Property Insurance insuring Licensee's personal property and Space improvements against direct risk of loss. Licensee shall provide Licensor with copies of the insurance policies or other reliable evidence of insurance, satisfactory to Licensor. Failure to provide copies of such insurance policies shall constitute grounds for termination of this Agreement by Licensor. All liability insurance required hereunder or obtained by Licensee (specifically excluding Workers Compensation Insurance) shall name Spes. Summit, LLC, 116 Maple Street, Summit, New Jersey 07901, as additional insured. The limits of such insurance shall be no less than:

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A. Workers Compensation Insurance: As required by state law.

B. Commercial General Liability Insurance:

- |  |                |
|--|----------------|
| 1. Each Occurrence Limit                           | \$1,000,000.00 |
| 2. General Aggregate Limit                         | \$2,000,000.00 |
| 3. Personal Injury and Advertising<br>Injury Limit | \$1,000,000.00 |

9. **DEFAULT.** Any failure to perform or other breach of any provision of this Agreement by the Licensee shall constitute a default under this Agreement. Licensor may, upon a default, pursue any and all remedies available to it under this Agreement and at law or in equity. Such remedies shall include, but not be limited to, the right of Licensor to terminate this Agreement, the right of Licensor to terminate Licensee's right to possession under this Agreement but not to terminate this Agreement.
10. **BROKERS.** Licensee represents that it has not engaged any broker, finder or other person who may be entitled to a commission or fee in connection with the transactions contemplated by this Agreement and covenants and agrees that Licensee shall indemnify and hold Licensor harmless from and against any such claim. Licensor shall be responsible for and pay any broker's commissions and fees due persons engaged by Licensor and shall indemnify and hold Licensee harmless from and against any failure to do so.
11. **MISCELLANEOUS.**
- A. If more than one person signs this Agreement as Licensee, then the liability of each such person shall be joint and several.
- B. This Agreement and all Exhibits to which this Agreement refers constitutes the entire Agreement of Licensor and Licensee hereto with respect to the subject matter hereof and no provisions shall be waived or modified except in writing signed by Licensor and Licensee.
- C. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns and legal representatives.

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

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

AMP

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

**LICENSOR:**

Spes. Summit, LLC

By: Annette Dwyer  
Name: Annette Dwyer  
Title: Managing Member

**LICENSEE:**

City of Summit

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

Its: \_\_\_\_\_

*AMFD*

Resolution (ID # 4299)  
October 5, 2016

**AUTHORIZE EXECUTION OF SHARED SERVICES AGREEMENT WITH NEW  
PROVIDENCE - WASTEWATER OPERATIONS AND MAINTENANCE**

WHEREAS, the City of Summit (“City”) and Borough of New Providence (“Borough”) have been parties to a five-year shared services agreement for Wastewater Operations and Maintenance from May 18, 2011 through May 17, 2016, and

WHEREAS, in a memo dated May 18, 2016, the City Engineer/Deputy DCS Director advised that the overall agreement was a success and the Borough has greatly assisted in proactively maintaining the City’s facilities while communicating regularly and effectively with City staff, and

WHEREAS, in the same memo, the City Engineer/Deputy DCS Director recommends entering into the attached agreement with the Borough as the Lead Agency pursuant to NJSA 40A:65-1 et seq. for a period retroactive to the expiration of the previous contract referenced above through June 30, 2018.

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

That the Mayor and City Clerk be and they area hereby authorized to execute the attached Shared Services Agreement with the Borough of New Providence for Wastewater Operations and Maintenance.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



Community Service Department (DCS)  
R - Works

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

Meeting: 10/05/16 07:30 PM

**RESOLUTION (ID # 4299)**

DOC ID: 4299 A

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: May 18, 2016

**SUMMARY**

By law, the City is required to maintain a C-3 Operator License to operate its sewer collection system. A C-3 license is required based on the system type (collection only) and population. For years, the City utilized various firms to provide the license before a shared service study was completed with the Borough of New Providence which identified the possibility for the shared service. As a result, the Borough of New Providence has served as the City's licensed sewer operator for the last five (5) years under an agreement that expired last month. Overall, the agreement was a success and the Borough has greatly assisted in proactively maintain our facilities while communicating regularly and effectively to City staff.

At this time, I am requesting that the City pass a resolution to authorize a new two (2) year agreement with New Providence to serve as the City's licensed sewer operator. The agreement should run retroactively back to the termination of the previous agreement to June 30, 2018.

Should you have any questions, please do not hesitate to contact me.

Thanks

## SHARED SERVICES AGREEMENT

### BY AND BETWEEN THE BOROUGH OF NEW PROVIDENCE AND THE CITY OF SUMMIT RELATIVE TO THE WASTEWATER OPERATIONS AND MANAGEMENT OF THE SEWER SYSTEM OF THE CITY OF SUMMIT

THIS DOCUMENT constitutes a Shared Services Agreement, pursuant to N.J.S.A. 40A:65-1 et. seq., entered into by and between the Borough of New Providence, a body politic and corporate of the State of New Jersey with offices located at 360 Elkwood Avenue, New Providence, New Jersey 07974 and the City of Summit, a body politic and corporate of the State of New Jersey with offices located at 512 Springfield Avenue, Summit, New Jersey 07901. The date of execution of this Agreement is the \_\_\_\_ day of \_\_\_\_\_, 2016 and retroactively continues the agreement that expired on May 2, 2016. Any changes from the agreement that expired on May 2, 2016 shall be effective on May 3, 2016.

#### WITNESSETH

WHEREAS, the Borough of New Providence (hereinafter "Borough") is a body politic and municipal corporation organized under the laws of the State of New Jersey and located in Union County; and

WHEREAS, the City of Summit (hereinafter "City") is a body politic and municipal corporation organized under the laws of the State of New Jersey and located in Union County; and

WHEREAS, the City and the Borough desire to enter into an agreement whereby the Borough will assume operations and maintenance of the City's four sewer system pump stations to the extent provided for herein, with the result of shared efficiencies and costs in respect thereto; and

WHEREAS, the City and the Borough intend by virtue of this document to set forth the terms and conditions of this Shared Services Agreement; and

WHEREAS, the proper and respective public officials were authorized to execute this Amendment to the Shared Services Agreement pursuant to Resolutions of their respective public entities, attached hereto and made a part of this Agreement; and

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties agree as follows:

#### 1. PURPOSE.

The City and the Borough agree that the Borough will commence a course of action to assume the inspections and maintenance of the City's pump stations and to provide licensed oversight of the City's collections system as set forth herein and which will generally involve the assignment of Borough employees to undertake such operations in return for payments by the City to compensate for said work.

#### 2. SEWER OPERATIONS; TERMS AND CONDITIONS

- a. The Borough shall act as Lead Agency in this Shared Services Agreement with Summit to provide Wastewater Pump Station Operations and Management (O&M) for a period through July 1, 2018. Either party may terminate this agreement with 90 days written notice to the other party.
- b. The Shared Services Agreement shall be reviewed at least annually to ensure mutual satisfaction and may be renewed in two (2) year increments as agreed by the parties.
- c. The Borough as "Lead Agency shall perform the following:
  - i. All communications regarding day-to-day operations of the City's pump stations will be direct from and to the Borough's Licensed Plant Operator and City's City Engineer.
  - ii. During the work week (Monday through Friday), one time per day inspection services for the equipment at the four pump stations located in the City of Summit will be provided by New Providence personnel (See the checklist of proposed daily maintenance procedures attached as an addendum to this agreement).

- iii. Summit shall install and maintain video and audio monitoring equipment in each pump station to allow remote access monitoring. In addition float alarms shall be installed where appropriate. The Borough shall provide a second daily weekday inspection via the remote access.
- iv. A weekend pump station inspection service – one time per day for cumulative two hours Saturday and two hours on Sunday.
- v. The base fee for the work week services will be \$90,000 per annum to be paid to the Borough in quarterly installments of \$22,500 in advance. The weekend pump station inspection service will be \$16,000 per annum to be paid in quarterly installments of \$4,000 in advance. Any repair work outside of normal routine and preventative maintenance will be charged based on time and materials (T&M).
- vi. T&M charges will be based on \$140 per man hour for labor. When employees are paid overtime in accordance with their collective bargaining agreement, the rate for T&M shall be \$155.00 per hour.
- vii. NJ One Call Mark-Out
  - 1. NJ One Call Mark Out requests will be performed on City's two (2) force mains. The City will pay a fee to the Borough in the amount of \$30.00 for each mark out that is performed during regular operating hours. Emergency mark outs performed between 3:30 pm until 7:00 am, Monday through Friday will be a minimum two (2) hour call out and Saturday and Sunday will be a minimum four (4) hour call out billed at \$80.00 per hour. Mark Outs performed on a Holiday will be billed at a double time rate of \$160.00 per hour.
  - 2. The City will pay for all mark out requests received via fax at the Borough's Wastewater Treatment Plant even if the mark out is for the area surrounding the City's force main. The cost for each faxed mark out request is five dollars (\$5.00). After hours emergency voice call requests made to the Borough Police Desk are five dollars (\$5.00) each.
  - 3. All billing will be done on a Monthly basis. An invoice will be submitted to the City for payment for the monthly mark out service provided by the Borough.
- viii. Commencing on the first anniversary of the agreement and each one-year anniversary thereafter, all fees charged under this agreement will increase by the annual CPI or 2%, whichever is less. However, a negative CPI will result in 0% increase.
- ix. The Borough will provide the necessary labor to bring all pumps, valves, switches, and other equipment to an industry standard level of performance. The City will be responsible for procuring all material to complete said work. This work is outside the agreement's base fee and will be billed on a time and materials (T&M) basis. It is agreed that time spend on the procurement of materials is billable at the rate charged for work outside of the base fee per hour.
- x. With the exception of emergency repairs, the City Engineer will receive a schedule of planned maintenance and repairs at the four pump stations.
- xi. Each event requiring an emergency call-out shall be billed on a T&M basis and will be subject to call-out minimums as outlined below. For example, an emergency call-out involving the Constantine pump station will be considered one event; and an emergency call-out involving the Chatham Road pump station will be considered a separate event.
- xii. It is agreed that the call-out provisions of the New Providence Collective Bargaining Agreement (CBA) with Teamsters Local 469 will determine the minimum call-outs as described herein. The Borough's current labor contract calls for 1) a two (2) hour minimum if an employee is called to return to work or required to start work before the

regular starting time of 7:00 AM; and 2) a four (4) hour minimum if an employee is called to return to work or called in to work on weekends or holidays. The Borough agrees to notify the City in writing in the event call-out provisions in the CBA are changed.

- xiii. The City will continue to be responsible for its own operating and capital budgets.
  - xiv. New Providence's Licensed Plant Operator will work collaboratively with Summit's City Engineer personnel, as needed, to identify, prioritize, and plan for annual operating budget line items and capital projects.
- d. A number of near term capital investments at the pump station are recommended for consideration by the City in the coming budget period, including:
- i. Protective roof structures over wet wells at Constantine and Chatham Road.
  - ii. Chatham Road wet well to increase capacity.
- e. The Borough as the Lead Agency will assign its Licensed Plant Operator to place his existing C-3 license on the City pump stations and the City collection system in return for an incremental annual fee of \$25,000, to be paid in quarterly installments of \$6,250 per quarter to the Borough.
- i. In addition, The Borough agrees to have the Licensed Plant Operator provide management oversight and on-call support for the City's collection system personnel for situations where a licensed operator is required by applicable laws and regulations.
  - ii. In the event the Borough's C-3 licensed plant operator becomes unavailable for any reason, and until a new C-3 licensed plant operator is hired or retained by the Borough, the Borough will arrange to provide an interim C-3 license to provide the licensed C-3 services set forth in this Agreement. The City agrees to share equally in any increased cost to the Borough resulting from the provision of the interim C-3 license. The City also agrees to share equally in any increased cost to the Borough resulting from the hiring or retaining of a new C-3 licensed plant operator. Notwithstanding the foregoing, in the event the Borough's C-3 licensed plant operator becomes unavailable for any reason, the Borough reserves the right to terminate this Agreement on 90 days written notice to the City.
  - iii. All on-call support will be billed to the City as incurred at the T&M rate charged for work outside of the base fee and the actual cost for materials with no markup.
  - iv. The City collection system personnel provide activity sheets and collection system reports to the Licensed Plant Operator on a weekly basis.
  - v. The Licensed Plant Operator will provide periodic coaching and guidance to the City personnel in pursuit of a C-2 or C-3 license. This will be accomplished through the City personnel participating in inspection and maintenance operations at the City's option. Separate training efforts, over and above work anticipated in the scope of services outlined in other sections of this agreement is not contemplated herein.
  - vi. Optionally, the Licensed Plant Operator will train and mentor one Summit employee upon request of the City officials on routine pump station checks, equipment troubleshooting, and pump rebuilds, if said employee can be assigned to work with the Borough wastewater personnel two or three times per week. This knowledge transfer will give Summit the ability to run the pump stations with their own municipal personnel in the future if this is desired.

### 3. INDEMNIFICATION

City agrees to indemnify and hold harmless Borough and its officers, agents, and employees, including without limitation its Licensed Plant Operator, from any and all losses, liabilities of any kind, damages or claims, including without limitation, any fines or penalties, reasonable attorneys' fees and costs, resulting from, caused by or arising out of any defects, deficiencies or conditions that exist or may occur to the City pump stations during the

term of this agreement. With the exception of the foregoing, each party (indemnitor) hereto hereby agrees to hold harmless the other party (indemnitee), its officers, agents and employees against losses, liabilities of any kind, damages or claims, including reasonable attorneys, fees and costs for personal injury or property damage resulting from, caused by or arising out of the actions taken by the indemnitor which are due to the negligence of the indemnitor, its officers, agents and employees.

Notice of Claim against Indemnitee. Indemnitee agrees to give indemnitor written notice within 30 days of receipt of any claim made against indemnitee on the obligations indemnified against, provided, however, a delay beyond 30 days shall not excuse or discharge the obligation of an indemnitor hereunder except to the extent indemnitor is prejudiced by the delay.

#### 4. REQUIRED APPROVALS

This Agreement is contingent upon written notification of and written approvals from all applicable regulatory agencies, including without limitation, the Department of Environmental Protection (DEP); the Local Finance Board (LFB) within the Department of Community Affairs, Division of Local Government Services (DCA-LGS); and the Board of Public Utilities (BPU).

#### 5. DISPUTE RESOLUTION

The Borough Administrator for the Borough of New Providence and the City Administrator for the City of Summit shall be responsible for resolving any disputes over the operation of this Agreement. Should they be unable to do so, a meeting will be held between the Mayor and Council President of the Borough Council, and the Mayor and Council President of the City Common Council, to resolve this dispute. Should these officials be unable to resolve the dispute, the dispute may be referred to binding arbitration as provided by a retired judge. The distribution of the costs of this arbitration shall be determined by the Arbitrator so selected.

#### 6. INSURANCE

The Borough employees will be named as additional insureds on the City's policies. The City's Insurance coverage to be primary. New Providence will purchase insurance to extend coverage under endorsements CG7954 and CG7201 for sewer overflow or backup due to the Borough employee negligence. The cost of the additional coverage will be billed to and paid by the City.

#### 7. EFFECTIVE DATE

This Agreement shall become effective upon authorization thereof by adoption of a resolution by the governing body of each municipality, and upon execution of the Agreement by the authorized representative of each municipality.

#### 8. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough to the Borough Administrator, Borough of New Providence, 360 Elkwood Avenue, New Providence, NJ 07974, and for the City to the City Administrator, City of Summit, 512 Springfield Avenue, Summit, New Jersey 07901, with a copy provided to the Borough and City Attorneys.

#### 9. MISCELLANEOUS

The following provisions shall apply to this agreement:

- a. Construction of this Agreement. The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.
- b. Amendments. This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.
- c. Headings. This section and any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this Agreement.

- d. Invalid Clause: The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.
- e. Entire Agreement. This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there is no side or oral Agreement relating to this undertaking as set forth.
- f. Assignability. This Agreement and all rights, duties and obligations contained herein may not be assigned without both parties' prior written permission.
- g. Waiver. It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the appropriate elected officials of the Borough of New Providence have placed their signatures and appropriate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOROUGH OF NEW PROVIDENCE

\_\_\_\_\_  
Allen Morgan, Mayor

ATTEST:

\_\_\_\_\_  
Wendi B. Barry, Clerk

I, Wendi, Clerk for the Borough of New Providence, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough of New Providence, at a meeting of said Borough of New Providence on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Wendi B. Barry, Clerk

IN WITNESS WHEREOF, the appropriate elected officials of the City of Summit have placed their signatures and appropriate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SUMMIT

\_\_\_\_\_  
Nora Radest, Mayor

ATTEST:

\_\_\_\_\_  
Rosalia M. Licatase, City Clerk

I, Rosalia M. Licatase, City Clerk for the City of Summit, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the City of Summit, at a meeting of said City of Summit on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Rosalia M. Licatase, City Clerk

Attachment: New Providence-Summit Sewer Shared Services Agreement 2016 final 9-14-16 (4299 : Authorize Execution of Shared Svcs

Resolution (ID # 4482)  
October 5, 2016

**AUTHORIZE GREEN COMMUNITIES GRANT APPLICATION**

WHEREAS, in a memo dated September 13, 2016, the City Forester advises that the City's five year 2012-2016 Community Forestry Management Plan expires on December 31, 2016, and

WHEREAS, the New Jersey Department of Environmental Protection, State Forestry Service, offers up to a \$3,000.00 matching grant to underwrite the cost of preparing the City's next 2017-2021 Community Forestry Management Plan (CFMP), and

WHEREAS, having a CFMP in place and maintaining Approved Status pursuant to the Community Forestry Act of 1996, minimizes the City's tree related liability and the City becomes eligible for Community Stewardship Incentive Program Grants such as the one just received for \$25,000.00 for tree hazard mitigation, and

WHEREAS, the grant requires a matching contribution of 100% which the City will provide in the form of in-kind services, with no cash match required by the City.

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

That the Mayor and City Clerk be and they are hereby authorized to execute a Green Communities grant application for \$3,000.00, with the \$3,000.00 matching requirement in the form of in-kind services.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



DCS - Engineering Division  
R - Works

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

Meeting: 10/05/16 07:30 PM

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**RESOLUTION (ID # 4482)**

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DOC ID: 4482

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 14, 2016

**SUMMARY**

The City Forester has brought a grant to our attention. If awarded, the Green Communities Grant can be utilized to offset the cost of the City's next Community Forestry Management Plan. This is a matching grant of up to \$3,000.00. I recommend that Council approve a resolution authorizing the City's submission for this grant.



State of New Jersey  
Department of Environmental Protection  
State Forestry Service

SFS use only

## COMMUNITY FORESTRY PROGRAM GREEN COMMUNITIES GRANT APPLICATION

Applications are accepted on a rolling basis.

Grants are awarded on a first come, first served basis contingent on funding availability.  
This application must be completed in its entirety before it can be processed for an award.

### PROJECT INFORMATION

Applicant (Check One):

- Municipality, Name  
 County, Name  
 Other Local Government Agency/Authority, Name

Application  
Date:

Project Type – see application details for definitions (Check One):

- Initial 5-year Community Forestry Management Plan  
 Subsequent Community Forestry Management Plan

# of CFMP:  
(eg. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, ....5-year plan)

Project Location:

(Municipality, County)

Project Manager:

(This is the person responsible for managing the development and submission of the CFMP)

Title:

Organization:

Phone:

E-mail:

Address:

(Must be a government address to the executed CFMP will be directed)

City:

State:

ZIP:

Grant Request: \$

(Maximum grant amount is \$3,000)

Match (100% match of the grant amount  
is required):

In-Kind \_\_\_\_\_% In-Cash \_\_\_\_\_%

Project Total: \$

(Grant Request + Match = Project Total)

### APPLICANT INFORMATION

Type of Governing Body:

(eg. Mayor and Council, Township Committee, Board of Commissioners, Board of Freeholders, etc.)

Accounting Method:  Cash  Modified Accrual  Accrual  Other

Fiscal  
Year:

Federal ID Number:

DUNS Number:

Grant Executor:

(Person authorized to sign the grant agreement of behalf of the applicant, eg. Mayor, Business Administrator)

Title:

Resolution Certifier:

(Person that will sign to certify that the resolution to accept the funding was passed, eg. Municipal/County Freeholder clerk. This person cannot be the same as the Grant Executor.)

Title:

Clerk:

(Municipal, County Freeholder, other. This is the person responsible for grant contract documents)

Phone:

E-mail:

Address:

(Must be where contracts are to be delivered)

City:

State:

ZIP:

Chief Financial Officer:

Phone:

E-mail:

Address:

(Must be where checks are to be delivered)

City:

State:

ZIP:

Is the applicant a Tree City USA?  Yes  No

**As the official representative of the above named applicant, I hereby authorize the application submitted for this grant, and certify that the information provided within this application form is complete and true.**

Authorized Agent Signature	Printed Name & Title	Date
----------------------------	----------------------	------

## **Green Communities Grant Application Details and Submission Instructions**

### **Purpose of Funding**

The Green Communities Grant is to assist local governments in the development of a Community Forestry Management Plan (CFMP) through the hiring of a forester, tree expert, or other professional (consultant). A CFMP is a document for action, guiding communities to establish and maintain healthy, safe and sustainable urban and community forests. An approved CFMP is the first step toward compliance with the Shade Tree and Community Forestry Assistance Act. Compliance with the Act affords your community increased liability protection. For detailed guidelines on the Act and developing and submitting a CFMP for approval go to [www.communityforestry.nj.gov](http://www.communityforestry.nj.gov).

### **Statutory Reference**

N.J.S.A. 13:1L-17.1 et. seq. and N.J.S.A. 13:1D-9

### **Funding**

Funding is provided by the USDA Forest Service Urban and Community Forestry Program. The maximum grant award is \$3,000 for two years. A 100% match of the grant amount is required in-cash or in-kind services. No federal funds from any source are permitted to be used as a match. Grants are paid out on a reimbursement basis only. No funds will be released until the CFMP is approved by the State Forester and all the required financial reporting documentation is received.

### **Who is Eligible?**

Local government and Shade Tree Commissions. Local government means a municipality, county or other political subdivision of the State, or any agency thereof.

### **Application and Award Process**

Applications are available online at [www.communityforestry.nj.gov](http://www.communityforestry.nj.gov), and are accepted on a rolling basis. All applications must be completed in their entirety and will be awarded on a first-come, first-served basis, contingent upon funding availability. Once complete, **submit applications electronically to:** [carrie.sargeant@dep.nj.gov](mailto:carrie.sargeant@dep.nj.gov).

### **For more information, contact:**

Carrie Sargeant, Urban & Community Forestry Coordinator  
(609) 633-2320  
[Carrie.Sargeant@dep.nj.gov](mailto:Carrie.Sargeant@dep.nj.gov)

**Community Services**

# Memo

**TO:** Aaron Schrager, Deputy Director – DCS/City Engineer  
**FROM:** John Linson  
**DATE:** 9/13/16  
**SUBJECT:** Green Communities Grant Application

---

The City's five year 2012 - 2016 Community Forestry Management Plan expires on December 31, 2016.

The NJ Forest Service offers up to a \$3,000 matching grant to underwrite the cost to prepare Summit's next 2017 - 2021 Community Forestry Management Plan.

By having a Community Forestry Management Plan in place and by maintaining Approved Status, pursuant to the Community Forestry Act of 1996, the City minimizes its tree related liability and becomes eligible for Community Stewardship incentive Program Grants.

Please request a resolution from the Common Council authorizing us to proceed with a Green Communities Grant Application.

Note: Approved Status pays big dividends. Summit just received a \$25,000 Community Stewardship Incentive Program Grant for tree hazard mitigation.

Resolution (ID # 4481)  
October 5, 2016

**GRANT PERMISSION - REMOVAL OF SIDEWALK AT 49 PROSPECT HILL AVENUE**

WHEREAS, in a memo dated September 14, 2016, the City Engineer/Deputy DCS Director advises that the owner of the 49 Prospect Hill Avenue has submitted a request to remove the sidewalk along the frontage of 49 Prospect Hill Avenue, and

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

WHEREAS, the request was reviewed by the Engineering Division and Police Department, and

WHEREAS, the City Engineer/Deputy DCS Director does not recommend removal of sidewalk at this location.

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

That the request from the owner of 49 Prospect Hill Avenue to remove the sidewalk along the frontage of 49 Prospect Hill Avenue be and it hereby approved.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



DCS - Engineering Division  
R - Works

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

Meeting: 10/05/16 07:30 PM

---

**RESOLUTION (ID # 4481)**

---

DOC ID: 4481

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 14, 2016

**SUMMARY**

The owners of 49 Prospect Hill Road have requested to remove their sidewalk. Section 18-8 of the City's General Ordinance requires property owners to obtain Council approval to remove sidewalks. This request was reviewed by the Engineering Division and the Police Department and their comments are attached. At this time, I am not recommending the removal of sidewalk at this location.



# MEMORANDUM

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To: Paul Cascais, Director, DCS

From: Lori Toth, Assistant Engineer

Date: September 7, 2016

RE: 49 Prospect Hill Avenue  
Request for sidewalk removal

Copy: Aaron Schrager, City Engineer

---

As we discussed, I take exception to several items in the letter we received from the attorney representing the owner at 49 Prospect Hill Avenue, requesting permanent removal of the sidewalk abutting the property.

Below is a screenshot from Google maps. It is a 2013 view of the property. Clearly, sidewalk was present after the current owners purchased the property in 2012 and prior to the construction that recently concluded. This sidewalk was also shown on the survey and plans provided to this office with permit applications and was indicated to remain.



Further, it was during construction earlier this year that the fact that the sidewalk had been removed was brought to the attention of this office by a concerned neighbor. I did not record the name or address of that neighbor but only assured them at the time that it was shown on our approved plan to remain. A different neighbor contacted me this summer, concerned that the sidewalk had been removed and that it did not appear that it was going to be replaced. I explained to that caller that a request was being made to Council for its permanent removal and that they would be able to state their concerns before Council at the time the petition is heard.

Should you have any questions or require further information, please let me know.  
Thank you.



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[Get Adobe Reader Now!](#)

# 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)

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)

August 31, 2016

Mr. Bartholomew A. Sheehan, Jr., Esq.  
 Dempsey, Dempsey & Sheehan  
 Counsellors at Law  
 387 Springfield Avenue  
 Summit, NJ 07901

Re: Sidewalk Waiver Request for 49 Prospect Hill Avenue – Assigned to the Works Committee

Dear Mr. Sheehan:

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

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

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

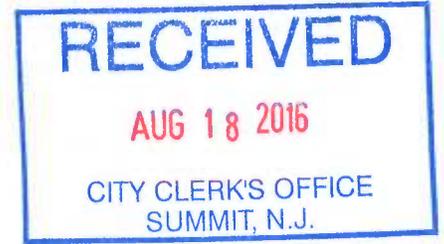
On behalf of the Mayor and Council, it is hoped that the City will be able to adequately address your request.

Sincerely,



Rosemary Licatese

c: Mayor and Council  
 M. Rogers, City Administrator  
 P. Cascais, DCS Director  
 A. Schrager, Dep. Director/City Engineer  
 L. Toth, Assistant Engineer



DEMPSEY, DEMPSEY & SHEEHAN  
COUNSELLORS AT LAW  
387 SPRINGFIELD AVENUE  
P.O. BOX 830  
SUMMIT, NEW JERSEY 07902-0830

WILFRED L. DEMPSEY (1906-1974)  
JERRY R. DEMPSEY  
BARTHOLOMEW A. SHEEHAN, JR.  
ROBERT W. DEMPSEY\*  
JAMES G. WEBBER  
DEBRA B. ROSENBAUM\*

HILARY P. ULZ  
JOSEPH G. KENNY\*

\*ALSO MEMBER OF FLORIDA BAR  
\*ALSO MEMBER OF NEW YORK BAR

TELEPHONE  
(908) 277-0388  
FAX NO.  
(908) 277-1813  
dds@ddsnylaw.com

*Storkes  
(DAP)  
c. L. Toth*

August 18, 2016

**BY HAND DELIVERY**

Ms. Rosalia Licatase, City Clerk  
City Hall, City of Summit  
512 Springfield Avenue, Second Floor  
Summit, NJ 07901

**Re: Sonlar, LLC, Owner (Frances G. Dorsky)  
49 Prospect Hill Avenue, Lot 29, Block 3502, Summit, New Jersey  
Sidewalk Waiver Request**

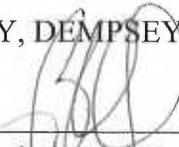
Dear Rosie:

Enclosed are an original and ten copies of a Sidewalk Waiver Request for City Council for the Common Council's consideration.

Please review and advise if this is acceptable in form indicating a date on which this issue might be taken up. It is my intention to appear on the night that it is to be considered and to respond to any questions that might arise, but not to make a formal statement.

Would this be consistent with the presentation of matters of this type before Council?

Sincerely,  
DEMPSEY, DEMPSEY & SHEEHAN

BY:   
Bartholomew A. Sheehan, Jr., Esq.  
A Member of the Firm

BAS:am

cc: Lori B. Toth, P.E., C.M.E., Assistant Engineer, City of Summit  
Dr. and Mrs. S. Dorsky

Attachment: Sidewalk Waiver Request for 49 Prospect Hill Ave 8-31-16 (4481 : Grant Permission - Removal of Sidewalk at 49 Prospect Hill

DEMPSEY, DEMPSEY & SHEEHAN  
 COUNSELLORS AT LAW  
 387 SPRINGFIELD AVENUE  
 P.O. BOX 830  
 SUMMIT, NEW JERSEY 07902-0830

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\*ALSO MEMBER OF FLORIDA BAR  
 \*ALSO MEMBER OF NEW YORK BAR



(908) 277-0388  
 FAX NO.  
 (908) 277-1813  
 dds@ddsnylaw.com

August 18, 2016

Hon. Nora Radest, Mayor and  
 Members of Common Council  
 City Hall, City of Summit  
 512 Springfield Avenue, Second Floor  
 Summit, NJ 07901  
*Attention: Ms. Rosalia Licatese, City Clerk*

**Re: Sonlar, LLC, Owner (Frances G. Dorsky)  
 49 Prospect Hill Avenue, Lot 29, Block 3502, Summit, New Jersey  
 Sidewalk Waiver Request**

Dear Mayor Radest and Members of Common Council:

Dr. and Mrs. Stephen Dorsky are in the final stages of the construction of their family residence on Prospect Hill Avenue (the "Dorsky Property"). It has been brought to their attention that there had been, at one time, a sidewalk in front of their property which had, over the years, disintegrated to the point that it was not in service when the Dorsky's purchased the lot in November of 2012.

As part of the CO inspection process, the Engineer's Office stated that a sidewalk was required along the frontage of the Dorsky Property unless the homeowner could secure a sidewalk waiver from the governing body.

This letter is a formal request presented to you for a waiver of the requirement to install a sidewalk in front of their residence at Lot 29, Block 3502. The justification for this request is deemed reasonable for the reasons set forth in the following paragraphs:

Attachment: Sidewalk Waiver Request for 49 Prospect Hill Ave 8-31-16 (4481 : Grant Permission - Removal of Sidewalk at 49 Prospect Hill

DEMPSEY, DEMPSEY & SHEEHAN  
COUNSELLORS AT LAW

Hon. Nora Radest, Mayor  
and Members of Common Council  
August 18, 2016  
Page 2

1. The Dorsky Property is not currently served by a sidewalk and has not had a sidewalk effectively serving the property during the current ownership of the Property by Sonlar, LLC and for number of years prior to its ownership.

2. The absence of a functioning sidewalk has not been the subject of a complaint or concern in the neighborhood.

3. **Sidewalk Service Analysis:**

(a) Although there is a partial line of sidewalk service on the opposite side of Prospect Hill Avenue around the circle formed by the southerly and westerly property frontages of the Prospect Hill Avenue circle and the intersection of Whittredge Road, there is a substantial sidewalk gap between 60 Prospect Hill Avenue (Lot 13, Block 3502) and the intersection of Prospect Hill Avenue and Whittredge Road at Lot 4, Block 3502 (approximately 8 and 2/3 residential lots).

(b) There is sidewalk along the easterly property frontages of Prospect Hill Avenue from its intersection with Whittredge Road that currently ends at the northerly sideline of Block 3502, Lot 28. This is the property at the address of 45 Prospect Hill Avenue immediately adjoining the Dorsky Property to the south (five lots from the Whittredge Road intersection at the southerly side of the Prospect Hill Avenue circle).

(c) Completing the sidewalk service analysis from the Dorsky Property to the intersection of Prospect Hill Avenue and Whittredge Road, along the easterly and northerly frontage, there are, exclusive of the Dorsky Property, ten lots without sidewalk service. In the circle formed by Prospect Hill Avenue and its intersections with Whittredge Road, there are 34 lots on which 13 and 2/3 are served with sidewalks and 20 and 1/3 are currently not served with sidewalks. This analysis includes the Dorsky Property. **(See color coordinated tax map of the Town of Summit included herein.)**

4. The Dorsky Property is not located on a well-travelled school walking route. Any children walking to Lincoln-Hubbard Elementary School would use Whittredge Road as the

DEMPSEY, DEMPSEY & SHEEHAN  
COUNSELLORS AT LAW

Hon. Nora Radest, Mayor  
and Members of Common Council  
August 18, 2016  
Page 3

neighborhood collector street, but because of the distance, it is not believed that there would be many, if any, student walkers from the location of the Dorsky Property.

5. The impact of a sidewalk, not deemed necessary for public safety, would have an adverse impact upon the aesthetic of the Dorsky Property without delivering a corresponding benefit to public safety.

6. To grant a waiver from the requirement to replace the disintegrated sidewalk along the frontage of the Dorsky Property would contribute to the complete aesthetic realization of the Dorsky Property without compromising public safety or interrupting an existing continuous line of sidewalk service.

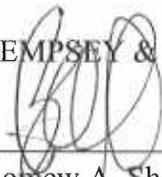
If in the future a determination that a continuous sidewalk pattern on the Prospect Hill Avenue circle is desired, the waiver, if granted, could be rescinded as part of an overall neighborhood sidewalk service plan.

To require a sidewalk at this time on Lot 29, Block 3502 at 49 Prospect Hill Avenue does not effect a necessary and critical linkage and to grant the waiver is not inconsistent with existing surrounding conditions in the neighborhood.

Respectfully submitted,

DEMPSEY, DEMPSEY & SHEEHAN

BY:

  
\_\_\_\_\_  
Bartholomew A. Sheehan, Jr., Esq.  
A Member of the Firm

BAS:am

cc: Sonlar, LLC (Dr. and Mrs. Stephen Dorsky)  
Lori B. Toth, P.E., C.M.E., Assistant Engineer, City of Summit

Attachment: Sidewalk Waiver Request for 49 Prospect Hill Ave 8-31-16 (4481 : Grant Permission - Removal of Sidewalk at 49 Prospect Hill



Resolution (ID # 4478)  
October 5, 2016

**AWARD BID - COLT ROAD IMPROVEMENT PROJECT - \$262,477.25**

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

That, in accordance with the City Treasurer's certification of availability of funds in Account No. C-04-31-014-00E-010 and C-04-31-015-001-010, a copy of which is hereto attached and made a part of this resolution, and as recommended in memo from the City Engineer/Deputy DCS Director, bids received by the Purchasing Agent on Tuesday, September 27, 2016, shall be awarded to the lowest responsive, responsible bidder as follows:

**COLT ROAD IMPROVEMENT PROJECT**

Top Line Construction Corp.	\$262,477.25
22 Fifth Street	
Somerville, NJ 08876	

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

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



DCS - Engineering Division  
R - Works

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

Meeting: 10/05/16 07:30 PM

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**RESOLUTION (ID # 4478)**

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DOC ID: 4478

TO: Mayor and Common Council  
FROM: Aaron Schrager, City Engineer/ Deputy DCS Director  
DATE: September 28, 2016

Five (5) bids were received and opened for the Colt Road Improvement Project at City Hall, Tuesday, September 27, 2016 at 11:00 AM.

Based on a review of the submitted documents and a bid summary for the project, the low bidder for this project was Top Line Construction of 22 Fifth Street, Somerville, New Jersey. Their total bid price was \$262,477.25. This was less than the Engineer's estimate. Funding for this project is available in the follow capital ordinances:

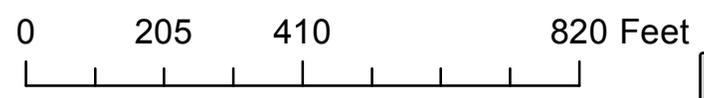
C043101400E010 - 2016 Colt Road  
C0431015001010 - 2016 Various Roads

Based on the above, I recommend award of a contract to Top Line Construction in the amount of \$262,477.25 for the Colt Road Improvement Project.



10.B.4.a

Attachment: LOCATION MAP (4478 : Award Bid - Colt Road Improvement Project - \$262,477.25)



**COLT ROAD IMPROVEMENT PROJECT**

**BID SUMMARY**

*Preliminary - Subject to Attorney Review*

**BASE BID**

9/27/2016

Top Line Construction Corp  
22 Fifth Street  
Somerville, NJ 08876

Cifelli & Sons Construction  
81 Franklin Ave  
Nutley, NJ 07110

AJM Contractors Inc  
300 Kuller Road  
Clifton NJ 07011

JTG Construction Inc  
188 Jefferson Street Suite 38  
Newark NJ 07105

4 Clean Up Inc  
PO Box 5098  
N. Bergen NJ 07047

ITEM	DESCRIPTION	Unit	Qty.	Top Line Construction Corp		Cifelli & Sons Construction		AJM Contractors Inc		JTG Construction Inc		4 Clean Up Inc	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	MOBILIZATION	LS	LS	\$20,000.00	\$20,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$11,493.00	\$11,493.00	\$5,000.00	\$5,000.00
2	CLEARING SITE	LS	LS	\$24,500.00	\$24,500.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$14,000.00	\$14,000.00
3	TREE REMOVAL, OVER 6" to 36", IF AND WHERE DIRECTED	UNIT	1	\$2,388.75	\$2,388.75	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00
4	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	LS	\$5,600.00	\$5,600.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
5	CONSTRUCTION LAYOUT	LS	LS	\$1,023.76	\$1,023.76	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00
6	UTILITY COORDINATION	LS	LS	\$0.01	\$0.01	\$500.00	\$500.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
7	PARKING AND MATERIAL STORAGE	ALLOW	ALLOW	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
8	INLET FILTERS, TYPE 1	UNIT	6	\$0.01	\$0.06	\$1.00	\$6.00	\$25.00	\$150.00	\$50.00	\$300.00	\$1.00	\$6.00
9	CONSTRUCTION SIGNS	SF	100	\$0.01	\$1.00	\$2.00	\$200.00	\$12.00	\$1,200.00	\$10.00	\$1,000.00	\$1.00	\$100.00
10	CONSTRUCTION IDENTIFICATION SIGNS, 18" X 36"	UNIT	2	\$0.01	\$0.02	\$50.00	\$100.00	\$175.00	\$350.00	\$160.00	\$320.00	\$1.00	\$2.00
11	DRUMS	UNIT	50	\$0.01	\$0.50	\$1.00	\$50.00	\$10.00	\$500.00	\$50.00	\$2,500.00	\$1.00	\$50.00
12	HMA MILLING, 2" OR LESS	SY	6,100	\$3.37	\$20,557.00	\$3.40	\$20,740.00	\$3.50	\$21,350.00	\$3.00	\$18,300.00	\$4.25	\$25,925.00
13	HOT MIX ASPHALT MIX I-5	TON	800	\$43.00	\$34,400.00	\$76.00	\$60,800.00	\$70.00	\$56,000.00	\$65.00	\$52,000.00	\$80.00	\$64,000.00
14	HOT MIX ASPHALT MIX I-5, LEVELING COURSE, IF AND WHERE DIRECTED	TON	150	\$0.01	\$1.50	\$76.00	\$11,400.00	\$70.00	\$10,500.00	\$70.00	\$10,500.00	\$80.00	\$12,000.00
15	DGA BASE COURSE, 6" THICK, IF AND WHERE DIRECTED	SY	200	\$0.01	\$2.00	\$1.00	\$200.00	\$6.00	\$1,200.00	\$6.00	\$1,200.00	\$15.00	\$3,000.00
16	EXCAVATION, TEST PIT, IF AND WHERE DIRECTED	CY	25	\$0.01	\$0.25	\$30.00	\$750.00	\$25.00	\$625.00	\$90.00	\$2,250.00	\$75.00	\$1,875.00
17	EXCAVATION, UNCLASSIFIED, IF AND WHERE DIRECTED	CY	200	\$0.01	\$2.00	\$5.00	\$1,000.00	\$30.00	\$6,000.00	\$22.00	\$4,400.00	\$50.00	\$10,000.00
18	SAW CUTTING IF AND WHERE DIRECTED	LF	1000	\$0.01	\$10.00	\$1.00	\$1,000.00	\$2.00	\$2,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
19	GRANITE CURB	LF	2,500	\$27.91	\$69,775.00	\$28.00	\$70,000.00	\$26.00	\$65,000.00	\$26.00	\$65,000.00	\$24.00	\$60,000.00
20	GRANITE BLOCK APRON, IF AND WHERE DIRECTED	SY	150	\$0.01	\$1.50	\$80.00	\$12,000.00	\$76.00	\$11,400.00	\$126.00	\$18,900.00	\$145.00	\$21,750.00
21	FUEL PRICE ADJUSTMENT	ALLOW	ALLOW	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
22	FULL DEPTH REPAIR, IF AND WHERE DIRECTED	SY	100	\$22.33	\$2,233.00	\$30.00	\$3,000.00	\$25.00	\$2,500.00	\$36.00	\$3,600.00	\$25.00	\$2,500.00
23	TRAFFIC STRIPES, 4" THICK	LF	1,000	\$1.58	\$1,580.00	\$2.25	\$2,250.00	\$2.25	\$2,250.00	\$1.70	\$1,700.00	\$1.50	\$1,500.00
24	HOT MIX ASPHALT DRIVEWAY 5" THICK	SY	225	\$72.37	\$16,283.25	\$26.00	\$5,850.00	\$30.00	\$6,750.00	\$40.00	\$9,000.00	\$25.00	\$5,625.00
25	RESET MANHOLE, USING NEW CASTING,	UNIT	10	\$1,024.25	\$10,242.50	\$650.00	\$6,500.00	\$700.00	\$7,000.00	\$670.00	\$6,700.00	\$50.00	\$500.00
26	SANITARY SEWER REPAIRS, IF AND WHERE DIRECTED, 10' LENGTH, 10' DEPTH	UNIT	1	\$10,500.84	\$10,500.84	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$5,100.00	\$5,100.00	\$3,800.00	\$3,800.00
27	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	1	\$1,746.40	\$1,746.40	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$2,500.00	\$2,500.00
28	RECONSTRUCTED INLET, TYPE D, USING NEW CASTING	UNIT	2	\$1,679.20	\$3,358.40	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$2,500.00	\$5,000.00
29	INLET TYPE D	UNIT	3	\$2,805.94	\$8,417.82	\$2,400.00	\$7,200.00	\$3,200.00	\$9,600.00	\$2,400.00	\$7,200.00	\$3,000.00	\$9,000.00
30	MANHOLE, 4' DIAMETER	UNIT	1	\$2,560.09	\$2,560.09	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00
31	12" REINFORCED CONCRETE PIPE	LF	316	\$59.85	\$18,912.60	\$60.00	\$18,960.00	\$80.00	\$25,280.00	\$60.00	\$18,960.00	\$70.00	\$22,120.00
32	VIDEO INSPECTION OF PIPE	LF	1,600	\$2.10	\$3,360.00	\$2.50	\$4,000.00	\$2.00	\$3,200.00	\$4.00	\$6,400.00	\$5.00	\$8,000.00
33	CLEAN EXISTING PIPE, 8" TO 12" DIAMETER	LF	1,600	\$0.79	\$1,264.00	\$1.25	\$2,000.00	\$2.00	\$3,200.00	\$4.00	\$6,400.00	\$5.00	\$8,000.00
34	TOP SOILING, 4" THICK	SY	1500	\$0.01	\$15.00	\$3.00	\$4,500.00	\$5.00	\$7,500.00	\$4.00	\$6,000.00	\$1.00	\$1,500.00
35	FERTILIZING AND SEEDING, TYPE A-3,	SY	1500	\$0.01	\$15.00	\$1.00	\$1,500.00	\$1.00	\$1,500.00	\$2.00	\$3,000.00	\$1.00	\$1,500.00
36	GUIDE SIGN, TYPE GA, BREAKAWAY SUPPORTS	SF	50	\$31.50	\$1,575.00	\$35.00	\$1,750.00	\$50.00	\$2,500.00	\$36.00	\$1,800.00	\$36.00	\$1,800.00
37	STREET NAME SIGN POSTS	UNIT	4	\$262.50	\$1,050.00	\$300.00	\$1,200.00	\$150.00	\$600.00	\$700.00	\$2,800.00	\$400.00	\$1,600.00
					\$262,477.25		\$267,756.00		\$276,055.00		\$289,823.00		\$303,453.00

Attachment: Colt Road Bid Summary 9.27.2016 (4478 : Award Bid - Colt Road Improvement Project -

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: October 5, 2016  
 Resolution Doc Id: 4478

Vendor: Top Line Construction  
 22 Fifth Street  
 Somerville, NJ 08876

Purchase Order Number: 16-03276

Account Number	Amount	Account Description
C-04-31-014-00E-010	\$200,000.00	3114E Infrastructure Various Roads (Colt)
C-04-31-015-001-010	<u>\$62,477.25</u>	3115 City Portion Local Improvements
Total	\$262,477.25	

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 Top Line Construction (4478 : Award Bid - Colt Road Improvement Project - \$262,477.25)

Resolution (ID # 4504)  
October 5, 2016

**REQUEST AGREEMENT WITH UNION COUNTY FOR INSTALLATION OF MID-BLOCK  
CROSSWALK AT ONE SPRINGFIELD AVENUE AT PARK & RIDE AND AUTHORIZE  
EXECUTION OF SAME (SUBJECT TO PASSAGE OF ORD. 16-3119)**

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, and

WHEREAS, as a result of the recommendation of the Safety Committee, pending Ordinance #16-3119 was introduced at the September 20, 2016 Common Council meeting, and

WHEREAS, the City Engineer advises in a memo dated September 26, 2016, that in order to install the mid-block crosswalk near One Springfield Avenue, it will be necessary for the City to enter into an agreement with both Union County and the owner of One Springfield Avenue, and

WHEREAS, the agreement will authorize the crosswalk to be installed on a County road, at the owner's expense, and state that the City will maintain it, and that the owner will reimburse the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, IN THE COUNTY OF UNION, NEW JERSEY:

1. That the County of Union consider preparing the above described agreement between the County of Union, City of Summit and the Owner of the Property at One Springfield Avenue for the installation of a mid-block crosswalk on Springfield Avenue at the Park & Ride.
2. That the agreement include language which places responsibility of the total cost of installing and maintaining said mid-block crosswalk on the owner of One Springfield Avenue, as described above.
3. That upon review and approval of the agreement by the City Solicitor, as prepared by the County of Union, that the Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City of Summit.
4. That the agreement is subject to the passage of pending Ordinance #16-3119, introduced on September 20, 2016.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



DCS - Engineering Division  
R - Works

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

Meeting: 10/05/16 07:30 PM

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**RESOLUTION (ID # 4504)**

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DOC ID: 4504

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 26, 2016

**SUMMARY**

In order to install the mid-block crosswalk near 1 Springfield Avenue, the City will need to enter into a triple agreement with the County and the owner of 1 Springfield Avenue. The agreement will authorize the crosswalk to be installed on a County road, at the owner's expense, where the City will maintain it, and the owner will reimburse the City.

The agreement will be prepared by the County and will be similar to the agreement the City has with the County and Merck (Celgene) for the mid-block cross walk on Morris Avenue. The County requires a resolution requesting the creation of this agreement by the governing body of the City. At this time I am requesting that Council approve a resolution requesting Union County to prepare the agreement for the improvements at this mid-block crossing.

**APPOINT DEPUTY CITY CLERK (PENDING CLOSED SESSION DISCUSSION)**

Pending closed session discussion

Resolution (ID # 4485)  
October 5, 2016

**AUTHORIZE REFUND OF SECURITY DEPOSIT - LET'S EAT CONCESSIONS - \$500.00**

WHEREAS, in a memo dated September 14, 2016, the Director of the Department of Community Programs advises that Let's Eat Concession, d/b/a Sand Castle, was awarded the Summit Family Aquatic Center Food Concession for the period 2012-2016, and

WHEREAS, part of the concession agreement was that Let's Eat Concession would be required to submit a security deposit in the amount of \$500.00 for use of the SFAC concession facility, and

WHEREAS, the Director further advises that Let's Eat Concession has successfully fulfilled all of their obligations to the City per its agreement and, as a result of inspection of the facility site, recommends the return of the security deposit in the amount of \$500.00

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

That as a result of inspection of the site used by Let's Eat Concessions, LLC, the proper officers of the City be and they are hereby authorized and directed to draw a check in the amount indicated below, for the payment of refund of a security deposit:

<u>Name</u>	<u>Event</u>	<u>Address</u>	<u>Refund Amt.</u>
Let's Eat Concessions, LLC	Pool Concession	Let's Eat Concessions DBA Sand Castle 34 Newark Bay Court Bayonne, NJ 07002	\$500.00

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



Department of Community Programs  
CA - General Services

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

Meeting: 10/05/16 07:30 PM

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**RESOLUTION (ID # 4485)**

DOC ID: 4485 A

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TO: Mayor and Common Council

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

DATE: September 14, 2016

Let's Eat Concession, D/B/A Sand Castle, was awarded the Summit Family Aquatic Center Food Concession for the period of 2012-2016. They have successfully fulfilled all of their obligations to the City of Summit. They have cleaned their area to our satisfaction. I recommend that their Security Deposit of \$500 be returned.

Resolution (ID # 4473)  
October 5, 2016

**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
Marnie O’Connell 6 Dogwood Drive Summit, NJ 07901	Football	\$380.00
Charles White 25 Ramsey Drive Summit, NJ 07901	Soccer/Field User Fee	\$145.00
Angie Farid 71 Valley View Avenue Summit, NJ 07901	Flag Football/Field User Fee	\$240.00
William Daniels 56 Elm Street Summit, NJ 07901	Multi-Sports Camps	\$410.00
Sophie Young Lee 190 White Oak Ridge Road Short Hills, NJ 07078	Basketball	\$65.00
Jennifer Easton 18 Madison Avenue Summit, NJ 07901	Football	\$100.00

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk

Resolution (ID # 4480)  
October 5, 2016

**AUTHORIZE RELEASE OF PERFORMANCE GUARANTEE - CELGENE - 86-90 MORRIS  
AVENUE - \$3,569,520.00**

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

That, in accordance with the City Engineer's recommendation in a memo dated September 14, 2016, advising that based on a review of the file, a final inspection of the site and confirmation from the Board Engineer the applicant has satisfactorily completed all work in conjunction with PB-14-223 for the property located at 86-90 Morris Avenue, and the City Treasurer be and she is hereby authorized to release the following to Celgene, 86 Morris Avenue, Summit, NJ 07901, in c/o Doug MacGorman, Senior Director of Engineering, Construction and Carbon Management:

Performance Guarantee:        \$3,569,520.00, plus any interest accrued to date

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



DCS - Engineering Division  
CA - Works

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

Meeting: 10/05/16 07:30 PM

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**RESOLUTION (ID # 4480)**

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DOC ID: 4480

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 14, 2016

**SUMMARY**

The Applicant for the Celgene Construction Project (86-90 Morris Avenue, Application: PB-14-223) has requested a full release of the performance guarantee at this time. The Applicant initially posted a performance guarantee in the amount of \$14,278,080.00 which was reduced to \$3,569,520.00 in 2014.

Based on a review of the file, a final inspection of the site, and confirmation from the Board Engineer, I recommend the full release of the performance guarantee at this time. This should include any interest accrued to date. The remit address is:

Doug Mac Gorman  
Senior Director of Engineering, Construction and Carbon Management  
Celgene  
86 Morris Ave  
Summit, NJ 07901

Resolution (ID # 4479)  
October 5, 2016

**AUTHORIZE REDUCTION OF PERFORMANCE GUARANTEE - ORATORY  
PREPARATORY SCHOOL - ZB 13-1627**

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

That, in a memo dated September 13, 2016, the City Engineer advises that the Oratory Preparatory School (the Applicant), has completed approximately 40% of the site work to date, relative to ZB 13-1627, and

WHEREAS, the Applicant initially posted a Performance Guarantee for the project in the amount of \$1,083,345.60 (\$975,011.04 in the form of a Letter of Credit and \$108,334.56 in cash), and

WHEREAS, based on a site inspection, discussion with the Planning Board Engineer, and an evaluation of the progress payments to date, the City Engineer recommends that the Performance Guarantee be reduced to a total of \$650,007.36 (60% of the remaining work), and

WHEREAS, the reduction should be applied to the Letter of Credit only.

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

1. That the Performance Guarantee associated with the site work at Oratory Preparatory School, One Beverly Road, ZB 13-1627, be and it is hereby reduced to a total of \$650,007.36.
2. That the reduction be applied to Letter of Credit only.
3. That the Applicant shall revise its Letter of Credit to reflect the reduction once it has received a certified copy of this adopted resolution.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



DCS - Engineering Division  
CA - Works

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

Meeting: 10/05/16 07:30 PM

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**RESOLUTION (ID # 4479)**

DOC ID: 4479

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TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 13, 2016

**SUMMARY**

Attached please find a revised Engineer's Estimate for the Oratory Prep Project, (1 Beverly Road Application: ZB-13-1627). The Applicant has completed approximately 40% of the site work to date.

Our records indicate that the Applicant initially posted a performance guarantee for the project in the amount of \$1,083,345.60. Based on the memo attached from the Board Engineer, the Engineering Division is recommending that the performance bond for the project be reduced to a total of \$650,007.36 (60% of the remaining work). The reduction should be applied to the non-cash portion first.

If you have any questions or require anything further please let me know.

# MEMORANDUM

**To:** Aaron Schrager, City Engineer, Deputy DCS Director

**cc:** Cyndi Kiefer, Land Use Assistant

**Date:** September 12, 2016

**From:** Andrew R. Hipolit, P.E.   
Board Engineer

**Re:** Oratory Prep Field House – Bond Reduction Request  
One Beverly Road  
Summit, New Jersey  
Block 511, Lot 1 & Block 507, Lot 23  
**ZB-13-1627**

I have reviewed the Contract Status Inquiry from Colonial Surety Company, dated July 19, 2016, for the referenced project (attached). Colonial Surety estimates that the referenced project is seventy-four (74%) percent complete. Our office conducted an inspection of the site work conducted to date against the original Engineer's Estimate of Construction Costs (also attached), and we estimate that the project site work is approximately forty (40%) percent complete. Attached please find a breakdown of the work completed.

Based on the above, our office recommends the following:

**Original Performance Guarantee Amounts:**

Engineer's Estimate of Construction Costs	\$ 902,788.00
Performance Guarantee @ 120 percent of Estimate	\$1,083,345.60
Performance Guarantee – Bonded Amount (90%)	\$ 975,011.94
Performance Guarantee - Cash Portion (10%)	\$ 108,334.56

**Proposed Performance Guarantee – Progress Reduction Amounts:**

Performance Guarantee – 40 percent complete	\$ 650,007.36
Performance Guarantee – Bonded Amount (90%)	\$ 585,006.62
Performance Guarantee – Cash Portion (10%)	\$ 65,000.74

If you have any questions or require anything further, please contact me.

**COLONIAL SURETY COMPANY  
CONTRACT STATUS INQUIRY**



July 19, 2016

**Contractor:** Donnelly Industries Inc.

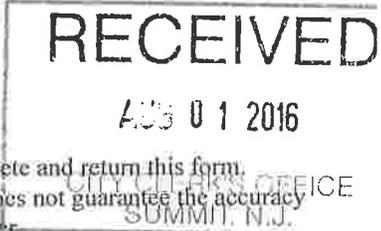
**Job Description:**

Site Work Improvements for proposed Field House for Oratory Preparatory School, Summit, New Jersey

Bond No.:	CSC 222605
Effective Date	04/22/2015
Bond Amount:	\$975,011.94
Contract Amount:	\$975,011.94

**Bond Holder**

City of Summit  
512 Srpingfield Avenue  
Summit, NJ 07901



To help us serve you and to preserve your rights under the above captioned bond, please complete and return this form. This information will be held confidential by surety. It is understood that the providing party does not guarantee the accuracy of this information whether such information is furnished by the owner or any agent of the owner.

Amount billed by our principal to date: \$ \_\_\_\_\_

Current Retainage held by you: \$ \_\_\_\_\_

CONTRACT HAS NOT BEEN COMPLETED	
Start Date:	_____
Anticipated Completion Date:	_____
Current Contract Amount: (including approved change orders)	_____
Total Paid to date	_____

CONTRACT HAS BEEN COMPLETED	
Date of Completion:	_____
Final Contract Amount:	_____
Has Final Payment been made:	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, date of final payment	_____
If No, expected date of final payment:	_____

- Has work progressed satisfactorily? Yes  No
- Have you received any liens, levies, attested accounts or other withholding notices? Yes  No
- Are you aware of any payment problems or disputes between our principal and any of his:
  - Subcontractors: Yes  No
  - Suppliers: Yes  No
  - Labor force or Unions: Yes  No
  - Other Contractors: Yes  No
- Has our principal assigned any of his rights to Contract Payments: Yes  No

Comments: \_\_\_\_\_

**Inquiry History**

Sent	Received	Contract Price	Percent	Complete	Outstanding
07/19/2016		\$975,011.94			
04/19/2016		\$975,011.94			
01/19/2016	02/23/2016	\$975,011.94	74	\$731,250.00	\$243,761.94
10/21/2015		\$975,011.94			
07/21/2015		\$975,011.94			



AUG 16 2016

**MASER CONSULTING P.A.**

Date \_\_\_\_\_, 20\_\_\_\_

Signature \_\_\_\_\_

PLEASE RETURN ORIGINAL OF THIS INQUIRY

Titl \_\_\_\_\_

123 Tice Boulevard Woodcliff Lake, NJ 07677 201-573-8788

Phone: \_\_\_\_\_

Attachment: 160912\_arh\_schrager\_OratoryPrepFieldHouse (4479 : Authorize Bond Reduction - Oratory Prep - 1 Beverly Road)

**COLONIAL SURETY COMPANY  
CONTRACT STATUS INQUIRY**



July 19, 2016

**Contractor:** Donnelly Industries Inc.

Bond No.:	CSC 222605
Effective Date	04/22/2015
Bond Amount:	\$975,011.94
Contract Amount:	\$975,011.94

**Job Description:**

Site Work Improvements for proposed Field House for Oratory Preparatory School, Summit, New Jersey

**Bond Holder**

City of Summit  
512 Springfield Avenue  
Summit, NJ 07901



To help us serve you and to preserve your rights under the above captioned bond, please complete and return this form. This information will be held confidential by surety. It is understood that the providing party does not guarantee the accuracy of this information whether such information is furnished by the owner or any agent of the owner.

Amount billed by our principal to date: \$ \_\_\_\_\_

Current Retainage held by you: \$ \_\_\_\_\_

CONTRACT HAS NOT BEEN COMPLETED	
Start Date:	
Anticipated Completion Date:	
Current Contract Amount: (including approved change orders)	
Total Paid to date	

CONTRACT HAS BEEN COMPLETED	
Date of Completion:	
Final Contract Amount:	
Has Final Payment been made:	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, date of final payment	
If No, expected date of final payment:	

- Has work progressed satisfactorily? Yes  No
- Have you received any liens, levies, attested accounts or other withholding notices? Yes  No
- Are you aware of any payment problems or disputes between our principal and any of his:
  - Subcontractors: Yes  No
  - Suppliers: Yes  No
  - Labor force or Unions: Yes  No
  - Other Contractors: Yes  No
- Has our principal assigned any of his rights to Contract Payments: Yes  No

Comments: \_\_\_\_\_

**Inquiry History**

Sent	Received	Contract Price	Percent	Complete	Outstanding
07/19/2016		\$975,011.94			
04/19/2016		\$975,011.94			
01/19/2016	02/23/2016	\$975,011.94	74	\$731,250.00	\$243,761.94
10/21/2015		\$975,011.94			
07/21/2015		\$975,011.94			

Date \_\_\_\_\_, 20\_\_\_\_ Signature \_\_\_\_\_  
 PLEASE RETURN ORIGINAL OF THIS INQUIRY Title \_\_\_\_\_  
 123 Tice Boulevard Woodcliff Lake, NJ 07677 201-573-8788 Phone: \_\_\_\_\_

Attachment: 160912\_arh\_schrager\_OratoryPrepFieldHouse (4479 : Authorize Bond Reduction - Oratory Prep - 1 Beverly Road)

# MEMORANDUM

To: Bambi Fiorito, Board Secretary  
 From: Aaron Schrager, City Engineer  
 Date: April 15, 2015  
 RE: PB-13-208  
 1 Beverly Road  
 Oratory School



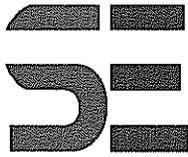
I am in receipt of the Engineer's Estimate for the above mentioned project prepared by Schommer Engineering, Inc. (attached), dated March 31, 2015. The estimated construction cost for the improvements is \$902,788.00.

Based on the provided Engineer's Estimate, the Applicant shall be required to post a performance guarantee in the amount of \$1,083,345.60 (120% of estimate cost). Of this guarantee, \$975,011.04 (90% of performance guarantee) shall be posted in the form of certified check, bank money order, letter of credit or surety bond to the City of Summit. The remaining \$108,334.56 (10% of performance guarantee) shall be posted in the form of cash in accordance with Chapter 35, Article 7.1B.

In addition, the Applicant shall be required to post \$45,139.40 (5% Engineer's Estimate) to cover the inspection costs in accordance with Chapter 35, Article 6.14B.

If you have any questions or require anything further please let me know.

Attachment: 160912\_arh\_schrager\_OratoryPrepFieldHouse (4479 : Authorize Bond Reduction - Oratory Prep - 1 Beverly Road)



# SCHOMMER ENGINEERING, INC.

Professional Civil Engineering, Planning and Design Services  
13 Mt. Kemble Avenue, Morristown, NJ 07960 Tel 973-539-4411 www.schommereng.com

## ENGINEER'S ESTIMATE OF CONSTRUCTION COST

PROJECT: Oratory School of Summit PROJ. NO.: 943.00

DATE: 03-31-15 BY: RBS PAGE 1 of 2

DESCRIPTION	SIZE & TYPE	AMOUNT	UNIT COST	TOTAL COST
Clearing & Demolition			LS	75,000.00
Site Preparation			LS	50,000.00
Soil Erosion Measures			LS	25,000.00
Earthwork			LS	50,000.00
Storm Sewer Inlets	Type "B"	7 EA	2,000.00	14,000.00
Storm Sewer Manholes		5 EA	2,500.00	12,500.00
Storm Sewer Pipe	15" HDPE	1,075 LF	50.00	53,750.00
	8" SDR 35 PVC	267 LF	35.00	9,345.00
	4" SDR 35 PVC	215 LF	25.00	5,375.00
Permeable Pavers w/ Stone Bed		2,794 SF	12.00	33,528.00
Underground Infiltration System			LS	50,000.00
Area Drains		7 EA	1,000.00	7,000.00
Water Line (Fire service)	4" PVC	150 LF	40.00	6,000.00
Water Line (Domestic service)	2" PVC	150 LF	25.00	3,750.00
Water Connection Tap		2 EA	1,500.00	3,000.00
Water Valves		2 EA	750.00	1,500.00
Sanitary Sewer Connection		1 EA	1,500.00	1,500.00
Sanitary Sewer Pipe	6" SDR 35 PVC	130 LF	45.00	5,850.00
Asphalt Pavement	Full Depth	4,430 SY	22.00	97,460.00
Guide Rail	Wood Beam /Steel Post	200 LF	50.00	10,000.00
Belgian Block Curbing	All types	2,955 LF	15.00	44,325.00
Pavement Striping			LS	2,500.00
Signs	Traffic/Regulatory	15 EA	250.00	3,750.00
Concrete Pavers	Driveway at bldg. entry	1,520 SF	12.00	18,240.00
Concrete Sidewalk		4,735 SF	4.00	18,940.00
Paver Walkway		675 SF	9.00	6,075.00
Detectable Surfaces	ADA sidewalks	4 EA	300.00	1,200.00
Concrete Stairs w/ Railings		24 LF	400.00	9,600.00



ORATORY SCHOOL OF SUMMIT			9/2/2016			COMPLETED	
DESCRIPTION	SIZE & TYPE	QTY.	UNIT	UNIT PRICE	TOTAL COST	QTY.	COST
Clearing & Demolition		1	LS	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00
Site Preparation		1	LS	\$ 50,000.00	\$ 50,000.00	1	\$ 50,000.00
Soil Erosion Measures		1	LS	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00
Earthwork		1	LS	\$ 50,000.00	\$ 50,000.00	1	\$ 50,000.00
Storm Sewer Inlets	Type "B"	7	UNIT	\$ 2,000.00	\$ 14,000.00	6	\$ 12,000.00
Storm Sewer Manholes		5	UNIT	\$ 2,500.00	\$ 12,500.00	5	\$ 12,500.00
Storm Sewer Pipe	15" HDPE	1,075	LF	\$ 50.00	\$ 53,750.00	975	\$ 48,750.00
	8" SDR 35 PVC	267	LF	\$ 35.00	\$ 9,345.00	150	\$ 5,250.00
	4" SDR 35 PVC	215	LF	\$ 25.00	\$ 5,375.00		\$ -
Permeable Pavers w/ Stone Bed		2,794	SF	\$ 12.00	\$ 33,528.00		\$ -
Underground Infiltration System		1	LS	\$ 50,000.00	\$ 50,000.00	1	\$ 50,000.00
Area Drains		7	UNIT	\$ 1,000.00	\$ 7,000.00	3	\$ 3,000.00
Water Line (Fire Service)	4" PVC	150	LF	\$ 40.00	\$ 6,000.00	150	\$ 6,000.00
Water Line (Domestic Service)	2" PVC	150	LF	\$ 25.00	\$ 3,750.00	150	\$ 3,750.00
Water Connection Tap		2	UNIT	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00
Water Valves		2	UNIT	\$ 750.00	\$ 1,500.00	2	\$ 1,500.00
Sanitary Sewer Connection		1	UNIT	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
Sanitary Sewer Pipe	6" SDR 35 PVC	130	LF	\$ 45.00	\$ 5,850.00	130	\$ 5,850.00
Asphalt Pavement	Full Depth	4,430	SY	\$ 22.00	\$ 97,460.00		\$ -
Guide Rail	Wood Beam/Steel Post	200	LF	\$ 50.00	\$ 10,000.00		\$ -
Belgian Block Curbing	All Types	2,955	LF	\$ 15.00	\$ 44,325.00		\$ -
Pavement Striping		1	LS	\$ 2,500.00	\$ 2,500.00		\$ -
Signs	Traffic/Regulatory	15	UNIT	\$ 250.00	\$ 3,750.00		\$ -
Concrete Pavers	Driveway at Bldg. Entry	1,520	SF	\$ 12.00	\$ 18,240.00		\$ -
Concrete Sidewalk		4,735	SF	\$ 4.00	\$ 18,940.00		\$ -
Paver Walkway		675	SF	\$ 9.00	\$ 6,075.00		\$ -
Detectable Surfaces	ADA Sidewalks	4	UNIT	\$ 300.00	\$ 1,200.00		\$ -
Concrete Stairs w/ Railings		24	LF	\$ 400.00	\$ 9,600.00		\$ -
Paver Patio		6,100	SF	\$ 9.00	\$ 54,900.00		\$ -
Retaining Walls	Segmental	566	LF	\$ 100.00	\$ 56,600.00		\$ -
	Boulder	210	LF	\$ 80.00	\$ 16,800.00		\$ -
Refuse/Recycling Area w/ Enclosure		1	LS	\$ 5,000.00	\$ 5,000.00		\$ -
Ligthing (excl. building lighting)	Pole Mounted, Single	16	UNIT	\$ 2,500.00	\$ 35,000.00		\$ -
	Pole Mounted, Double	5	UNIT	\$ 3,500.00	\$ 17,500.00		\$ -
	Pole Mounted, Triple	2	UNIT	\$ 4,500.00	\$ 9,000.00		\$ -
	Bollards	24	UNIT	\$ 500.00	\$ 12,000.00		\$ -
Flag Pole		1	UNIT	\$ 1,500.00	\$ 1,500.00		\$ -
Topsoil, Seed, Fertilize & Mulch		5,000	SY	\$ 4.00	\$ 20,000.00		\$ -
Landscaping		1	LS	\$ 50,000.00	\$ 50,000.00		\$ -
Grass Pavers	Emergency Access	1,060	SY	\$ 5.00	\$ 5,300.00		\$ -
<b>TOTAL:</b>					\$ 902,788.00	<b>COMPLETED:</b>	\$ 353,100.00
<b>TOTAL PERCENTAGE COMPLETED:</b>							39%

Attachment: 160912\_arh\_schrager\_OratoryPrepFieldHouse (4479) : Authorize Bond Reduction - Oratory

Resolution (ID # 4477)  
October 5, 2016

**AUTHORIZE BID ADVERTISEMENT - SANITARY SEWER TV INSPECTION & CLEANING  
- VARIOUS STREETS**

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 advertise for bids for Sanitary Sewer TV Inspection & Cleaning - Various Streets, with said bids to be advertised in the Union County Local Source on Thursday, October 13, 2016, and received by the Purchasing Agent on Tuesday, October 25, 2016, in the Council Chamber, City Hall, 512 Springfield Avenue, Summit, New Jersey at 11:00 a.m.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



DCS - Engineering Division  
CA - Works

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

Meeting: 10/05/16 07:30 PM

## RESOLUTION (ID # 4477)

DOC ID: 4477

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 14, 2016

SUBJECT: Resolution authorizing bid advertisement for the Various Streets Sewer Clean & Inspection

### SUMMARY

The Engineering Division has completed the bid preparation of the Various Streets Sewer Clean & Inspection Project. This project includes the cleaning & video inspection of the sewers located on the following streets:

Morris Avenue: Kent Place to River Road  
 River Road: Morris Avenue to Chatham Road  
 Chatham Road: River Road to Pump Station  
 Whittredge Road: entire length  
 Lenox Road: entire length

Morris Avenue, Whittredge Road and Lenox Road are slated for repaving in the near term while the sewers located on River Road and Chatham Road are extensions of those on Morris Avenue feeding into the City's largest pump station at Chatham Road.

Due to high flow rates and traffic conditions, the sewers located on Morris Avenue, River Road and Chatham Road will have to be clean and inspection between the hours of 10pm and 5am. Whittredge Road and Lenox Road will be completed during normal business hours.

The cost estimate for the project is \$95,000.00.

Based on the above referenced information, I request that Council authorize the advertisement of bids for October 13, 2016. The following is the tentative schedule for this project and is subject to change:

- Advertise for Public Bid – October 13, 2016
- Receive Bids – October 25, 2016
- Award Project – November 1, 2016
- Begin Work – December 1, 2016

- Complete Work – January 31, 2017
- Review footage – February 28, 2017

Funding for this project is available in a 2016 sewer capital account C-06-31-013-100-110.

# B&G (CA)

Resolution (ID # 4489)

October 5, 2016

## AUTHORIZE REFUNDS OF CONSTRUCTION PERMIT FEE

WHEREAS, in a memo dated September 16, 2016, the Construction Official advises that Permit #15-63989 was filed and paid for, for work to be performed at 32 Beekman Road, and that Permit #16-65677 was filed and paid for, for work to be performed at 9 Yale Street, but that the work applied for under both permits has not commenced and is no longer contemplated, and

WHEREAS, the Construction Official recommends a refund of 80% of the permit fee for Permit #15-63989, not including the state permit fee surcharge previous remitted to Trenton, pursuant to state regulation, and

WHEREAS, the Construction Official recommends a refund of 100% of the permit fee for Permit #16-65677, not including the state permit fee surcharge previous remitted to Trenton, pursuant to state regulation based on misinformation provided by the Construction Office to the applicant.

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

That refunds be drawn against the Uniform Construction Code Trust Account in the amounts listed below, made payable to the individuals listed below:

<b>Permit Number</b>	<b>Name Address</b>	<b>Refund Amount</b>
2015-63989	Chip and Margaret Dillon (owner) 32 Beekman Road, Summit NJ 07901	\$384.00
2016-65677	Valerie Cho (owner) 9 Yale Street, Summit NJ 07901	\$ 50.00

Dated: October 5, 2016

I, Rosalia 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 Wednesday evening, October 5, 2016.

City Clerk

# Memo

**To:** Paul Cascais, DCS Director  
**From:** Gary Lewis, Construction Official  
**Page:** 1 of 1  
**Re:** Construction Permit Refunds  
**Date:** September 16, 2016

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I respectfully request refunds be issued from the Uniform Construction Code Trust Account for the following two (2) permits wherein work was never started nor now contemplated. Pursuant to ordinance, the construction permit is refunded at eighty (80%) of the fee, minus the state surcharge, which is due Trenton regardless. In the case of 9 Yale Street, I am recommending a full refund, minus the state surcharge, as the permit was applied for unnecessarily based on information provided by the Construction Office.

<b>Permit Number</b>	<b>Name Address</b>	<b>Refund Amount</b>
2015-63989	Chip and Margaret Dillon (owner) 32 Beekman Road, Summit NJ 07901	\$384.00
2016-65677	Valerie Cho (owner) 9 Yale Street, Summit NJ 07901	\$ 50.00

Please advise if you need any further information. The permits have been voided.

Regards

GL

Resolution (ID # 4472)  
October 5, 2016

**AUTHORIZE 2016 LEAGUE CONFERENCE ATTENDANCE**

WHEREAS, it is deemed beneficial for various council members, department heads and staff to participate in the Annual League of Municipalities Conference in Atlantic City.

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

That those listed below, based on responses that they wish to attend, be and they are hereby authorized to attend the League of Municipalities Conference in Atlantic City New Jersey during the time period between, but not necessarily for the total time period, of November 15 - 17, 2016:

Patrick Hurley, Councilman

FURTHER RESOLVED that Personnel Policies & Procedures Manual, #42, Conventions, Conferences and Seminars, be and it is hereby waived, relative to elected officials.

FURTHER RESOLVED that maximum amount of reimbursement for reasonable expenses, subject to review, shall be \$400.00 each.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk

Resolution (ID # 4490)  
October 5, 2016

**AMEND BUDGET - CHAPTER 159 - NJ FOREST SERVICE**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such items shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

SECTION 1.

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

That the City of Summit hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2016 which item is now available as a revenue in the amount of \$25,000.00:

**State of New Jersey  
Forest Service Community Stewardship Incentive Program  
2016 Hazard Mitigation**

SECTION 2.

BE IT RESOLVED that a like sum of \$25,000.00 be and the same is hereby appropriated under the captions of:

**State of New Jersey  
Forest Service Community Stewardship Incentive Program  
2016 Hazard Mitigation Other Expenses**

SECTION 3.

BE IT FURTHER RESOLVED that one certified copy of this resolution be forwarded to the Director of the Division of Local Government Services.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



Finance  
Resolution

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

Meeting: 10/05/16 07:30 PM

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**RESOLUTION (ID # 4490)**

DOC ID: 4490

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TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: September 16, 2016

**SUMMARY**

This resolution adds \$25,000.00 to the budget both as a revenue and as an expenditure

Resolution (ID # 4284)  
October 5, 2016

**PAY JOINT MEETING QUARTERLY ASSESSMENT - \$489,082.94**

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 the necessary third quarter assessment check and issue the same to the Joint Meeting of Essex & Hudson Counties in the amount of \$489,082.94 for use of Section 1 of the Joint Outlet Sewer, Treatment Plant, Sludge Dewatering and Sludge Drying Facilities.

Dated: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



Joint Meeting of Essex & Union Counties

500 South First Street □ Elizabeth □ NJ 07202

908-353-1313 □ FAX: 908-353-7925

December 18, 2015

Ms. Rosemary Licatase, City Clerk  
 City of Summit  
 City Hall  
 512 Springfield Avenue  
 Summit, New Jersey 07901

Dear Ms. Licatase:

The Joint Meeting adopted its 2016 Budget at a meeting held on November 12, 2015 in the amount of \$31,451,990.00. This Budget reflects an increase of \$889,885.00 as compared to the 2015 Budget.

As required by Statute and Contract, by Resolution dated December 17, 2015 the Joint Meeting Board estimated the Annual Assessment and Quarterly Payments for 2016, for each member municipality (resolution enclosed).

The 2016 estimated Annual Assessment for the City of Summit is \$1,956,331.75.

The portion of the first quarterly assessment due from the City on February 1, 2016 is the sum of \$489,082.94 being 8.6004% of the total amount assessed to the member municipalities only.

The Joint Meeting is very proud of its ability to continue to operate one of the most environmentally sound, cost effective wastewater treatment facilities and looks forward to working with its member communities in 2016.

Should you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

Samuel T. McGhee  
 Executive Director

STM:gq  
 Enclosure

cc: Hon. Mike McTernan  
 Ms. Marge Gerba, Treasurer/CFO, w/encls.

Attachment: Joint meeting paperwork (4284 : Pay Joint Meeting Quarterly Assessment - \$489,082.94)



Joint Meeting of Essex &amp; Union Counties

500 South First Street □ Elizabeth □ NJ 07202

908-353-1313 □ FAX: 908-353-7925

September 16, 2016

Ms. Rosemary Licatese, City Clerk  
City of Summit  
City Hall  
512 Springfield Avenue  
Summit, New Jersey 07901

Dear Ms. Licatese:

The Joint Meeting passed the enclosed resolution at a Meeting held on September 15, 2016.

The portion of the fourth quarter assessment due from the City on October 17, 2016 is the sum of \$489,082.94 being 8.6004% of the total amount assessed to the member municipalities for this quarter.

Should you have any questions or require any additional information, please do not hesitate to contact us.

Very truly yours,

Samuel T. McGhee  
Executive Director

STM:gg  
Enclosure

cc: Hon. Richard Sun  
Ms. Marge Gerba, City Treasurer/CFO, w/encls.

Attachment: Joint meeting paperwork (4284 : Pay Joint Meeting Quarterly Assessment - \$489,082.94)

**REFUND OVERPAYMENT OF 2016 TAXES - COUNTY BOARD JUDGMENT**

WHEREAS, the Collector of Taxes has received a County Board Judgment from the Tax Court of New Jersey reducing the assessment on the following property for 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 issue a check(s) as follows:

Block	Lot	Name	Amount
503	5	Fishman, Elliot A 34 Webster Ave.  2016 Original Assessment:        226,300 = 9,733.17 Per Tax Court, Assessment :   166,500 = 7,161.17  Amount to be Refunded  Check Payable to: Fishman, Elliot A  Mail to: 34 Webster Ave Summit NJ 07901	          \$87.80
2103	12	Williamson, Scott & Dawn 38 Woodmere Dr.  2016 Original Assessment:        685,400 = 29,479.06 Per Tax Court, Assessment :   432,400 = 18,597.53  Amount to be Refunded  Check Payable to: Wells Fargo Real Estate Tax Service	          \$3,357.56

		<p>Mail to:  Wells Fargo Real Estate Tax Service  Attn: Financial Support Unit  1 Home Campus  Des Moines, IA 50328-0001</p>	
3401	46	<p>Khehar, Arvinder &amp; Harmita  57 Edgewood Rd</p> <p>2016  Original Assessment:            461,700 = 19,857.72  Per Tax Court, Assessment :   317,800 = 13,668.58</p> <p>Amount to be Refunded</p> <p>Check Payable to:</p> <p>Khehar, Arvinder &amp; Harmita</p> <p>Mail to:  57 Edgewood Road  Summit, NJ 07901</p>	\$1,058.33
3501	45	<p>Riccio, Peter &amp; Gina  11 Glendale Rd</p> <p>2016  Original Assessment:            1,651,900 = 71.048.22  Per Tax Court, Assessment :   1,167,500 = 50,214.18</p> <p>Amount to be Refunded</p> <p>Check Payable to:</p> <p>Riccio, Peter &amp; Gina</p> <p>Mail to:  11 Glendale Road  Summit, NJ 07901</p>	\$2,700.31

Dated: October 5, 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 Wednesday evening, October 5, 2016

City Clerk

Resolution (ID # 4265)  
October 5, 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: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk

SUMMIT SMARTCARD, PREPAID PARKING, AND OVERNIGHT PARKING PERMITS REFUNDS  
 COUNCIL MEETING DATE: October 5, 2016

NAME	ADDRESS	TYPE	REASON	REFUND AMOUNT
Joann Segarra	19 Rolling Road, Middlesex, NJ 08846	DeForest Pay Station #3	Change Due	\$4.00
Thomas McCreary	948 Greens Ward Lane, Delray Beach, FL 33483	SmartCard #04281	No longer uses	\$100.00
				\$104.00

Attachment: Refunds October 5, 2016 (4265 : Authorize Parking Refunds - Summit SmartCard, Prepaid

Resolution (ID # 4486)  
October 5, 2016

**AUTHORIZE PAYMENT OF BILLS - \$1,089,958.93**

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

That the proper officers of the City be and they are hereby authorized and directed to draw checks for a total of **\$1,089,958.93** 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: October 5, 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 Wednesday evening, October 5, 2016.

City Clerk



Finance and Personnel Committee  
CA - Finance/Personnel

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

Meeting: 10/05/16 07:30 PM

**RESOLUTION (ID # 4486)**

DOC ID: 4486

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TO: Mayor and Common Council

FROM: Greg Goode, Account Clerk

DATE: September 14, 2016

Authorize Payment of Bills - **\$1,089,958.93**

# BILL LIST

## REGULAR MEETING

OCTOBER 5<sup>TH</sup> 2016

Attachment: Bill List 10-6-16 (4486 : Authorize Payment of Bills - \$1,089,958.93)

Rcvd Batch Id Range: First		to Last		Rcvd Date Start: 0		End: 09/23/16		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract		
09/23/16	AFFHOUSE	16-02000	AFFORABLE HOUSING BLANKET	BURGIS	BURGIS ASSOCIATES, INC.	4,771.25			
					Total for Batch: AFFHOUSE	4,771.25			
09/23/16	CAPITAL	15-03176	DEFOREST SECTION II PROJECT	4CLEAN50	4 CLEAN-UP INC	131,950.84			
09/23/16	CAPITAL	16-00857	ASHWOOD AVE CONSTR INSPECTION	BOSWEL50	BOSWELL ENGINEERING	7,820.00			
09/23/16	CAPITAL	16-02232	ENGINEERING DESIGN SERVICES	BOSWEL50	BOSWELL ENGINEERING	6,013.20			
09/23/16	CAPITAL	15-02729	HOSPITAL ROADS ACCESS PROJECT	CIFELL50	CIFELLI & SON GENERAL CONTRACT	100,444.92			
09/23/16	CAPITAL	15-03127	DOWNTOWN IMPROVEMENTS OFFDUTY	CITYOF46	CITY OF SUMMIT OFF DUTY	7,650.00			
09/23/16	CAPITAL	14-00766	GIS CONSULTING	CIVILSOL	CIVIL SOLUTIONS A DIVISION OF	3,685.00			
09/23/16	CAPITAL	16-03048	DPW MAINTENANCE - IMPROVEMENT	DREYER50	DREYER'S LUMBER & HARDWARE CO.	345.58			
09/23/16	CAPITAL	15-03510	DOWNTOWN RD CHAMBER EVAL/DSGN	HATCHMOT	MOTT MACDONALD	612.96			
09/23/16	CAPITAL	16-00512	DPW SITE REMEDITION TASK 1&2	HATCHMOT	MOTT MACDONALD	6,674.09			
09/23/16	CAPITAL	16-01818	CONSTRUCTION DRAWINGS	HATCHMOT	MOTT MACDONALD	4,760.92			
09/23/16	CAPITAL	16-02811	WKND OVERSIGHT ON TS SLAB SEAL	HATCHMOT	MOTT MACDONALD	1,018.20			
09/23/16	CAPITAL	16-03035	Replacement Parts for Play-	KOMPAN50	KOMPAN, INC.	2,844.00			
09/23/16	CAPITAL	16-03232	16-028-03 ADA Toilet Conver.	POTTERAR	POTTER ARCHITECTS LLC	1,000.00			
09/23/16	CAPITAL	15-03436	OFF DUTY DOWNTOWN IMPROVEMENTS	UNIONC43	UNION COUNTY POLICE	11,760.00			
09/23/16	CAPITAL	16-02368	VARIOUS OFF DUTY POL PROJECTS	UNIONC57	UNION COUNTY SHERIFF'S OFFICE	960.00			
					Total for Batch: CAPITAL	287,539.71			
09/23/16	DCP	16-03088	PY00607 Purity kits	AQUAFR	AQUA FRESCA AND JAVA	198.00			
09/23/16	DCP	16-03017	Q19609 Fabricate, supply and	GLASSTE	GLASSTECH SPECIALIST, INC.	1,180.00			
09/23/16	DCP	16-00369	Office Supplies BPO	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	240.19			
09/23/16	DCP	16-03153	3313032775 C-Fold Towels/Liner	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	118.80			
09/23/16	DCP	16-03192	3314031818 wireless keyboard	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	21.95			
09/23/16	DCP	16-03194	3314031820 Cups	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	65.85			
09/23/16	DCP	16-03233	3314520977 Logi wireless	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	23.79			
09/23/16	DCP	16-03235	3314520975 3TB Porsche Design	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	429.96			
09/23/16	DCP	16-03193	6173 Pre-Car washes for DCP	SUMMIT16	SUMMIT CAR WASH	208.00			
09/23/16	DCP	16-02948	2729-1 Pull chain for fan	SUMMIT25	SUMMIT ELECTRICAL SUPPLY CO	5.45			
09/23/16	DCP	16-01193	Building Maintenance Supplies	SUMMIT40	SUMMIT IND. HARDWARE #365	9.34			
09/23/16	DCP	16-03203	558629 Phone & Modem Cords	SUMMIT40	SUMMIT IND. HARDWARE #365	10.18			
09/23/16	DCP	16-03211	558603 3x9 Fine Sheets/cut key	SUMMIT40	SUMMIT IND. HARDWARE #365	6.04			
09/23/16	DCP	16-03068	02940128060 Supplies for Diddy	VILLAG50	VILLAGE SUPERMARKETS	12.54			
09/23/16	DCP	16-01414	Lifeguard Attire and Supplies	WATERS	WATER SAFETY PROUDCTS, INC.	219.00			
					Total for Batch: DCP	2,749.09			
09/23/16	FINANCE	16-01311	GENERAL FINANCIAL SERVICES	ACACIA50	ACACIA FINANCIAL GROUP	750.00			
09/23/16	FINANCE	16-00372	PHYSICALS CONSULTATIONS REFERS	AHSHOS75	AHS HOSPITAL CORPORATION	2,822.00			
09/23/16	FINANCE	16-03164	USPAP handbook latest version	APPRAI66	APPRAISAL INSTITUTE	75.00			
09/23/16	FINANCE	16-03218	LEAGUE HOTEL RES - RUBINO	BORGAT50	BORGATA HOTEL CASINO & SPA	310.00			
09/23/16	FINANCE	16-00569	Clerk Copier Lease Blanket	CANONFIN	CANON FINANCIAL SERVICES INC	682.00			
09/23/16	FINANCE	16-03151	Photo Album Reimbursement	CAPUTO42	CAPUTO, MICHELLE	44.74			
09/23/16	FINANCE	16-03178	REFUND O/P 2016 CBJ 503/5	FISHM005	Fishman Elliot A.	87.80			
09/23/16	FINANCE	16-00749	Membership Subscription 2016	LEXISN50	LEXISNEXIS BUSINESS &	372.46			
09/23/16	FINANCE	16-03170	help wanted - DCC	NJLEAG50	NJ LEAGUE OF MUNICIPALITIES	110.00			
09/23/16	FINANCE	16-03214	League Conf Luncheon Tickets	NJLEAG50	NJ LEAGUE OF MUNICIPALITIES	480.00			
09/23/16	FINANCE	16-03215	League Conf. Badges	NJLEAG50	NJ LEAGUE OF MUNICIPALITIES	1,210.00			
09/23/16	FINANCE	16-03217	Hotel Reservation-2016 NJLOM	SHERAT16	SHERATON ATLANTIC CITY	1,974.00			
09/23/16	FINANCE	16-02437	2016 Tax Counsel Services	SKOLOF50	SKOLOFF & WOLFE, P.C.	45,515.01			
09/23/16	FINANCE	16-02685	Migration Services	STORAGEE	STORAGE ENGINE INC	800.00			
09/23/16	FINANCE	16-03148	Saul Wittes Seminar 10/5/16	TCTANJ	TAX COLLECTORS AND TREASURER'S	70.00			

Attachment: Bill List 10-6-16 (4486 : Authorize Payment of Bills - \$1,089,958.93)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/23/16	FINANCE	16-03046	FOGGIA TRINITY KENT / PASSAIC	UNIONC57	UNION COUNTY SHERIFF'S OFFICE	855.00
09/23/16	FINANCE	16-00564	TA OFFICE SUPPLIES	VILLAG25	VILLAGE OFFICE SUPPLY	134.60
					Total for Batch: FINANCE	56,292.61
09/23/16	FIREPREV	16-03055	FD FIRE PREVENTION SUPPLIES	JOSHUA50	JOSHUA MARCUS GROUP	86.01
					Total for Batch: FIREPREV	86.01
09/23/16	HEALTH	16-00994	2016 HEALTH SERVICES	TOWNOF50	TOWN OF WESTFIELD	18,361.50
					Total for Batch: HEALTH	18,361.50
09/23/16	PARKCAP	16-01885	LPR Equipment for Ford Focus	GTECNA	GTECNA	3,193.20
					Total for Batch: PARKCAP	3,193.20
09/23/16	PARKING	16-00087	821553360	ATTMOBIL	AT&T MOBILITY	282.87
09/23/16	PARKING	16-02385	Panasonic Toughbook	COMPUTSM	COMPUTER SYSTEMS AND METHODS	4,224.40
09/23/16	PARKING	16-02988	INV#7171496 PGA 45QT COOLER	HOMED33	HOME DEPOT CREDIT SERVICES	74.91
09/23/16	PARKING	16-03240	SMARTCARD 04281 REFUND	MCCREARY	MCCREARY, THOMAS	100.00
09/23/16	PARKING	16-02985	Acct#1105604 7/10 AD I04183379	NJADVNM	NJ ADVANCE MEDIA LLC	1,097.00
09/23/16	PARKING	16-00206	2016 END USER FEES BLANKET	PARKMOBI	PARKMOBILE USA INC	6,200.50
09/23/16	PARKING	16-00995	BLANKET PROC FEES	PAYMENTP	PAYMENT PROCESSING, INC.	200.00
09/23/16	PARKING	16-02987	IN#3011131 -STRATUS - NOZZLE	SALERN66	SALERNO DUANE INC	30.56
09/23/16	PARKING	16-03239	DEFOREST PAY STATION 3 REFUND	SEGARRAJ	SEGARRA, JOANN	4.00
09/23/16	PARKING	16-03188	INV#MPS-241075 LS 9 SIGN	SMARTSIG	SMARTSIGN	38.95
09/23/16	PARKING	16-02989	INV#5174088 / #5175325	SNELLING	SNELLING 10139	1,579.41
09/23/16	PARKING	16-03183	in#554933/#555831/#556725	SUMMIT40	SUMMIT IND. HARDWARE #365	155.42
09/23/16	PARKING	16-02984	INV#151046C5622 R. WOELPPER	VALLEYHE	VALLEY HEALTH MEDICAL GROUP	65.00
09/23/16	PARKING	16-00332	V-WIRELESS PARKING CELLS/TBLTS	VERIZ408	VERIZON WIRELESS	958.48
09/23/16	PARKING	16-00333	V-WIRELESS PARKING MODEM	VERIZ408	VERIZON WIRELESS	455.52
09/23/16	PARKING	16-02383	Ignition Chairs NR10 Onyx fab.	WBMASON	W.B. MASON CO, INC	1,580.00
09/23/16	PARKING	16-02867	IN#SPI645749 RIBBON MACH 5	WITTENBS	WITTENBACH BUSINESS SYSTEMS	41.14
					Total for Batch: PARKING	17,088.16
09/23/16	SAFETY	16-03111	PD- Traffic Control Devices	ALLT	ALL TRAFFIC SOLUTIONS	75.00
09/23/16	SAFETY	16-03036	FD ENGINE 3 - REPAIR WORK	CAMPBE40	CAMPBELL SUPPLY CO., INC.	4,747.52
09/23/16	SAFETY	16-02755	PD- Vehicle Maintenance	CERTIF75	CERTIFIED SPEEDOMETER SERVICE	296.00
09/23/16	SAFETY	16-03105	PD- Retirement Badge	ENTENM50	ENTENMENN-ROVIN COMPANY	119.50
09/23/16	SAFETY	16-03110	PD- Badge Refurbishment	ENTENM50	ENTENMENN-ROVIN COMPANY	57.50
09/23/16	SAFETY	16-03101	PD- Extra Duty Assignments	FITRITE	FIT-RITE UNIFORM COMPANY INC	3,150.00
09/23/16	SAFETY	16-03112	PD- Recruit Academy Uniforms	FITRITE	FIT-RITE UNIFORM COMPANY INC	1,720.66
09/23/16	SAFETY	16-03161	FD S/O BALI 1" ALUM 6G CORDLES	HOMED33	HOME DEPOT CREDIT SERVICES	243.92
09/23/16	SAFETY	16-03060	FD YEARLY MEMBERSHIP FEE	IAFC-M50	IAFC-MEMBERSHIP	209.00
09/23/16	SAFETY	16-03054	FD FIRE PREVENTION SUPPLIES	JOSHUA50	JOSHUA MARCUS GROUP	423.99
09/23/16	SAFETY	16-03113	PD- DB Evidence Supplies	LYNNPE50	LYNN PEAVEY COMPANY	238.60
09/23/16	SAFETY	16-03003	FD # 548-36 TURNOUT REPAIRS	MINERVA	MINERVA BUNKER GEAR CLEANERS	447.00
09/23/16	SAFETY	16-00211	FD WATER 780134931 2015	NESTLERR	READYREFRESH BY NESTLE	267.27
09/23/16	SAFETY	16-03103	PD- Vehicle Maintenance	QUALIT25	QUALITY AUTOMOTIVE CO.	35.16
09/23/16	SAFETY	16-03104	PD- Vehicle Maintenance	QUALIT25	QUALITY AUTOMOTIVE CO.	1,133.39
09/23/16	SAFETY	16-03114	PD- Vehicle Maintenance	QUALIT25	QUALITY AUTOMOTIVE CO.	171.59
09/23/16	SAFETY	16-03118	FD PREV MAINT GENERATOR	RJCONT50	R & J CONTROL INC	335.00
09/23/16	SAFETY	16-03116	PD- Vehicle Maintenance	SALERN66	SALERNO DUANE INC	1,239.53
09/23/16	SAFETY	16-03106	PD- Next Door Brochures	THEPRINT	THE PRINTER'S PLACE A NEW	213.75
09/23/16	SAFETY	16-03108	PD- Contract Services	TRANSUNR	TRANSUNION RISK & ALTERNATIVE	110.00
09/23/16	SAFETY	16-03109	PD- Vehicle Maintenance	TRIANG50	TRIANGLE COMMUNICATIONS, LLC	58.97
09/23/16	SAFETY	15-02256	FD INV i25950185 - DESK PAD	W B MASO	W.B. MASON CO., INC.	15.82

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Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/23/16	SAFETY	16-03102	PD- Lunch for Interviews	ZAPP50 ZAPP50	242.25	
				Total for Batch: SAFETY	15,551.42	
09/23/16	SEWCAP	16-02731	CHATHAM ROAD PS WINDOW REPLACE	HOMED33 HOME DEPOT CREDIT SERVICES	1,929.20	
				Total for Batch: SEWCAP	1,929.20	
09/23/16	SEWER	16-03057	SEWER OPERATING BLDG MAINT	DREYER50 DREYER'S LUMBER & HARDWARE CO.	90.95	
09/23/16	SEWER	16-02713	SEWER OPERATING EXPENSE	JEFCEQU JEFCE EQUIPMENT SUPPLIES, INC.	1,976.00	
09/23/16	SEWER	16-00166	JOINT MEETING ASSESSMENT 2016	JOINTM50 JOINT MEETING OF ESSEX & UNION	489,082.94	
09/23/16	SEWER	16-03147	Vehicle/Equipment Maintenance	MID-AT50 MID-ATLANTIC INTERNATIONAL	305.22	
09/23/16	SEWER	16-02341	Sanitary Sewer Maintenance	MIRA MIRACLE CHEMICAL COMPANY	793.50	
09/23/16	SEWER	16-00403	Vehicle/Equipment Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	550.90	
				Total for Batch: SEWER	492,799.51	
09/23/16	TRUST	16-00255	Basket Ball Supplies BPO	BSNPAS50 BSN/PASSON'S/GSC/CONLIN SPORTS	213.50	
09/23/16	TRUST	16-00256	Soccer Supplies BPO	BSNPAS50 BSN/PASSON'S/GSC/CONLIN SPORTS	213.50	
09/23/16	TRUST	16-03168	115486 Keys & Locks - Football	COLLIN33 COLLIN BROS LOCK & SAFE CO.,	44.00	
09/23/16	TRUST	16-03229	Q#16-48 Vinyl Lettering &	EMERALDC EMERALD CITY GRAPHICS	895.00	
09/23/16	TRUST	16-00260	Enrichment Programs BPO	HARDIN66 THE HARDING KIDS CLUB, LLC	10,250.00	
09/23/16	TRUST	16-02979	eFibtech AED Package	LIFESA50 LIFESAVERS, INC.	764.00	
09/23/16	TRUST	16-02007	ZONING ESCROW BLANKET	MASERC50 MASER CONSULTING PA	4,652.50	
09/23/16	TRUST	16-02008	PLANNING ESCROW BLANKET	MASERC50 MASER CONSULTING PA	5,507.50	
09/23/16	TRUST	16-02009	INSPECTION FEES ESCROW BLANKET	MASERC50 MASER CONSULTING PA	6,175.00	
09/23/16	TRUST	16-02012	PLANNING ESCROW FEE BLANKET	PRECISRS PRECISION REPORTING SERVICE	1,065.00	
09/23/16	TRUST	16-01585	Football Helmets BPO	RIDDEL RIDDELL/ALL AMERICAN	6,847.58	
09/23/16	TRUST	16-03166	Time & Attendance for August	SMALLWO SMALLWOOD FINANCIAL GROUP LLC	355.25	
09/23/16	TRUST	16-03156	Reimb. 2016 Conf. on Rec. for	TAYLOR60 TAYLOR, KEVIN	130.00	
09/23/16	TRUST	16-02004	ZONING ESCROW BLANKET	THEGAL50 THE GALVIN LAW FIRM	1,350.00	
09/23/16	TRUST	16-03191	003698 Breakfast/Lunch Senior	TOWNEL50 TOWNE LIQUORS & DELICATESSEN	600.00	
09/23/16	TRUST	16-02015	ZONING/PLANNING ESCROW BLANKET	WORRAL33 WORRAL COMMUNITY NEWSPAPERS	53.52	
				Total for Batch: TRUST	39,116.35	
09/23/16	UCC	16-03051	Salary & wages	CONTARDO CONTARDO, RAPLH	150.00	
09/23/16	UCC	16-00494	UCC - Monthly UCC Charge	NEXTEL50 Nextel Communications	246.59	
				Total for Batch: UCC	396.59	
09/23/16	WORKS	16-03081	VEHICLE MAINTENANCE	ACMEDIES ACME DIESEL ELECTRIC INC	295.00	
09/23/16	WORKS	16-01189	DCS COPIER CONTRACT 2016	ARMPCO50 ARMPCO OFFICE MACHINES, INC.	42.50	
09/23/16	WORKS	16-03010	DPW VEHICLE MAINTENANCE	BUY-WI50 BUY-WISE	204.51	
09/23/16	WORKS	16-02905	BLDGS & GROUNDS MAINTENANCE	CARNEY CARNEY ELECTRIC	209.95	
09/23/16	WORKS	16-02003	ZONING AFFORDABLE HOUSING BLNK	CLARKE33 CLARKE CATON HINTZ PC	5,157.82	
09/23/16	WORKS	16-03169	TOW TRUCK REIMBURSEMENT	CLASSITO CLASSIC TOWING	200.00	
09/23/16	WORKS	16-01856	VEHICLE MAINTENANCE	CUSTOM25 CUSTOM BANDAG INC	319.08	
09/23/16	WORKS	16-02223	Shop Supplies/Materials	DAVIDW50 DAVID WEBER OIL CO.	165.08	
09/23/16	WORKS	16-01582	PW BLDGS & GRNDS MAINTENANCE	DREYER50 DREYER'S LUMBER & HARDWARE CO.	148.72	
09/23/16	WORKS	16-01187	2016 SCHEDULED CLEANING SRVCS	EXCELBSC EXCELLENT BUILDING SRVCS CORP	10,542.00	
09/23/16	WORKS	16-00011	DCS Diesel Fuel	FINCHFUE FINCH FUEL OIL CO INC	2,119.98	
09/23/16	WORKS	16-03079	PARKS & SHADE TREE	FRANKS50 FRANKS TREE SERVICE INC.	1,800.00	
09/23/16	WORKS	16-02397	BLDGS & GROUNDS MAINTENANCE	INDUST28 INDUSTRIAL COOLING CORPORATION	514.93	
09/23/16	WORKS	16-01993	SAFETY HATS - ENGINEERING	LEWINU50 LEWIN UNIFORMS LLC	431.00	
09/23/16	WORKS	16-03146	Equipment Maintenance	MILLBU33 MILLBURN FABRICATORS	115.00	
09/23/16	WORKS	16-02687	Field Maintenance	MORRISB MORRIS & BERGEN COUNTY IRRIG.	462.89	
09/23/16	WORKS	16-01943	Safety Shoes	MORRISPL MORRIS PLAINS SHOES	113.00	
09/23/16	WORKS	16-02918	SIGNAL RE-TIMING	PETRYENG PETRY ENGINEERING, LLC	1,500.00	

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Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/23/16	WORKS	16-02012	PLANNING ESCROW FEE BLANKET	PRECISRS PRECISION REPORTING SERVICE	121.25	
09/23/16	WORKS	16-00389	Vehicle Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	449.65	
09/23/16	WORKS	16-02236	Building Maintenance	RICCIA RICCIARDI BROTHERS, INC.	64.98	
09/23/16	WORKS	16-00225	DCS GASOLINE BLANKET	RIGGINS RIGGINS, INC.	2,639.07	
09/23/16	WORKS	16-01855	BLDGS & GROUNDS MAINT	RJCONT50 R & J CONTROL INC	603.40	
09/23/16	WORKS	16-03077	Vehicle/Equipment Maintenance	SALERN33 SALERNO DUANE FORD LLC (DCS)	207.16	
09/23/16	WORKS	16-02343	Building/Grounds Maintenance	SHERWI50 SHERWIN WILLIAMS	1,183.85	
09/23/16	WORKS	16-00399	Buildings/Grounds Maintenance	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO	356.77	
09/23/16	WORKS	16-00397	Building/Grounds Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	720.16	
09/23/16	WORKS	16-00627	DEP Licensing 2016 blanket	TREASU25 TREASURER, STATE OF NEW JERSEY	178.00	
09/23/16	WORKS	16-00327	TIPPING FEES 2016	UNIONC64 UNION COUNTY UTILITES AUTHORIT	52,337.06	
09/23/16	WORKS	16-01186	Roads Maintenance	WELDON25 WELDON ASPHALT CO	35,760.07	
09/23/16	WORKS	16-02019	Roads Materials	WELDON50 WELDON CONCRETE CO	752.28	
Total for Batch: WORKS					119,715.16	
			Total for Date: 09/23/16	Total for All Batches:	1,059,589.76	

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Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 09/19/16 Report Format: Condensed

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/19/16	DCP	16-00093	DCP 8499 050329 0168806 BLANKT	COMCAS69 COMCAST	105.90	
09/19/16	DCP	16-00155	100004273908 5 MYRTLE BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	438.71	
09/19/16	DCP	16-00156	100005244296 AUBREY&LEWIS BLKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	165.03	
09/19/16	DCP	16-00157	100005244346 26 BUTLER BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	1,131.71	
09/19/16	DCP	16-00158	100005244403 25 BUTLER BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	246.86	
09/19/16	DCP	16-00159	100005244528 BUTLER BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	53.74	
09/19/16	DCP	16-00160	100005441132 189 RIVER BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	483.99	
09/19/16	DCP	16-00161	100006271546 697 SPRNGFLD BLKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	75.00	
09/19/16	DCP	16-00162	100006894180 100 MORRIS BLANKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	1,969.17	
09/19/16	DCP	16-00163	100077504148 5 MYRTLE BLANKET	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	9.87	
09/19/16	DCP	16-00164	100084439627 100 ASHWOOD BLNKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	5,698.68	
09/19/16	DCP	16-00165	100084442050 110 ASHWOOD BLNKT	JERSEY24 JERSEY CENTRAL POWER AND LIGHT	887.87	
09/19/16	DCP	16-02849	Refund Senior Pool Membership	FRACKOVI FRACKOVI, MEGAN	35.00	
Total for Batch: DCP					11,301.53	

09/19/16	FINANCE	16-00086	287015068548 FAN02998928 BLNKT	ATTMOBIL AT&T MOBILITY	80.93	
09/19/16	FINANCE	16-00117	100 034 766 905 UNION AVE	JCPL0050 JCP&L	204.96	
09/19/16	FINANCE	16-00118	100 034 766 954 BANK ST	JCPL0050 JCP&L	102.41	
09/19/16	FINANCE	16-00127	100 062 732 993 BUS SHELTER	JCPL0050 JCP&L	55.46	
09/19/16	FINANCE	16-00129	100 064 737 081 MORRIS&LAFAYET	JCPL0050 JCP&L	34.29	
09/19/16	FINANCE	16-00130	100 064 737 099 MORRIS&KENT PL	JCPL0050 JCP&L	43.60	
09/19/16	FINANCE	16-00131	100 064 738 881 MORRIS&RIVER	JCPL0050 JCP&L	33.05	
09/19/16	FINANCE	16-00132	100 064 738 923 GLENSIDE&BALTS	JCPL0050 JCP&L	32.94	
09/19/16	FINANCE	16-00133	100 064 738 899 MORRIS&ORCHARD	JCPL0050 JCP&L	39.95	
09/19/16	FINANCE	16-00134	100 064 738 915 MORRIS&GLENSDE	JCPL0050 JCP&L	34.18	
09/19/16	FINANCE	16-00135	100 064 741 042 MORRIS&BROAD	JCPL0050 JCP&L	37.65	
09/19/16	FINANCE	16-00136	100 064 741 059 MORRIS&PROSP	JCPL0050 JCP&L	42.73	
09/19/16	FINANCE	16-00137	100 064 741 067 MORRIS & MAPLE	JCPL0050 JCP&L	13.31	
09/19/16	FINANCE	16-00138	100 064 741 075 MORRIS& SUMMIT	JCPL0050 JCP&L	41.02	
09/19/16	FINANCE	16-00140	100 071 387 649 MORRIS&MTN	JCPL0050 JCP&L	36.04	
09/19/16	FINANCE	16-00146	100 101 541 801 - 0 Springfield	JCPL0050 JCP&L	38.21	
09/19/16	FINANCE	16-00147	100 103 385 231 5 Myrtle	JCPL0050 JCP&L	5.81	
09/19/16	FINANCE	16-00148	100 105 977 803 59-63 Broad	JCPL0050 JCP&L	11.98	
09/19/16	FINANCE	16-00149	100111640320 80 Butler Shack	JCPL0050 JCP&L	78.28	
09/19/16	FINANCE	16-00169	503956 WATER SYSTEM BLANKET	MARLINLE MARLIN LEASING	139.95	
09/19/16	FINANCE	16-00180	1018-210023342498 422 SPRGFLD	NJ-AME50 NJ-AMERICAN WATER CO.	94.50	
09/19/16	FINANCE	16-00181	1018-210023342696 25 ELM ST	NJ-AME50 NJ-AMERICAN WATER CO.	21.76	
09/19/16	FINANCE	16-00185	1018-210023343828 396 BROAD	NJ-AME50 NJ-AMERICAN WATER CO.	192.53	
09/19/16	FINANCE	16-00186	1018-210023343910 512 TFS	NJ-AME50 NJ-AMERICAN WATER CO.	589.33	
09/19/16	FINANCE	16-00190	1018-210023345336 41 CHATHAM	NJ-AME50 NJ-AMERICAN WATER CO.	96.26	
09/19/16	FINANCE	16-00191	1018-210023345459 CHATHAM RD	NJ-AME50 NJ-AMERICAN WATER CO.	122.73	
09/19/16	FINANCE	16-00193	1018-210023345664 13 NEW PROV	NJ-AME50 NJ-AMERICAN WATER CO.	136.06	
09/19/16	FINANCE	16-00195	BANK ST 1018-210024595189 BLNK	NJ-AME50 NJ-AMERICAN WATER CO.	14.59	
09/19/16	FINANCE	16-00198	UNION PL 1018-210024718968 BKT	NJ-AME50 NJ-AMERICAN WATER CO.	21.22	
09/19/16	FINANCE	16-00199	1018-210025651051 DCKFS 6	NJ-AME50 NJ-AMERICAN WATER CO.	179.46	
09/19/16	FINANCE	16-00202	1018-210026964873 41 CHATHAM	NJ-AME50 NJ-AMERICAN WATER CO.	79.76	
09/19/16	FINANCE	16-00205	1018-210028692600 TFS POLICE	NJ-AME50 NJ-AMERICAN WATER CO.	1,295.88	
09/19/16	FINANCE	16-00209	0017660366 BOTT WTR PD	NESTLERR READYREFRESH BY NESTLE	140.12	
09/19/16	FINANCE	16-00210	0425994928 BOTT WTR DCS	NESTLERR READYREFRESH BY NESTLE	81.16	
09/19/16	FINANCE	16-00214	75 MAPLE ST 6226740006 BLANKET	PSEG1444 PSE&G	11.59	
09/19/16	FINANCE	16-00217	41 CHATHAM RD 6615027607 BLNKT	PSEG1444 PSE&G	12.22	
09/19/16	FINANCE	16-00218	384 BROAD ST 6619775403 BLNKT	PSEG1444 PSE&G	139.78	

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09/19/16	FINANCE	16-00219	512 SPRNGFLD 6660016600 BLNKT	PSEG1444 PSE&G	113.55	
09/19/16	FINANCE	16-00220	RIVER RD GNRTR 6722939901 BNKT	PSEG1444 PSE&G	11.90	
09/19/16	FINANCE	16-00221	100 ASHWOOD 6729356200 BLANKET	PSEG1444 PSE&G	106.45	
09/19/16	FINANCE	16-00222	BUTLER PKWY 6749019005 BLANKET	PSEG1444 PSE&G	29.87	
09/19/16	FINANCE	16-00328	8018009698	VER92004 VERIZON	179.99	
09/19/16	FINANCE	16-00329	VER 151-907-182-0001-93	VER92004 VERIZON	89.99	
09/19/16	FINANCE	16-00330	VER 8298011956 BLANKET	VERC9200 VERIZON COMMUNICATIONS	264.99	
09/19/16	FINANCE	16-00334	VER 201 X06-1557 333 13Y BLNKT	VERIZO08 VERIZON	165.00	
09/19/16	FINANCE	16-00336	201 M55-5284 082	VERIZO16 VERIZON	18.11	
09/19/16	FINANCE	16-00612	908-277-6828 393 BLANKET 2016	BROADV BROADVIEW NETWORKS INC	1.80	
09/19/16	FINANCE	16-00829	100 113 540 429 N ENGLND BLK 3	JCPL0050 JCP&L	30.82	
09/19/16	FINANCE	16-01740	682164944-00001	VERIZ408 VERIZON WIRELESS	422.56	
09/19/16	FINANCE	16-01934	UPS DELIVERY SERVICE	UPS00050 UPS	10.34	
Total for Batch: FINANCE					5,781.07	
09/19/16	LIBRARY	16-00096	LIBRARY #8499 05 329 0008432	COMCAS69 COMCAST	235.90	
09/19/16	LIBRARY	16-00360	LIBRARY ACCT 100 007 700 097	JCPL0050 JCP&L	4,393.55	
Total for Batch: LIBRARY					4,629.45	
09/19/16	PARKING	16-00145	4 DEFOREST 100099194704 BLNKT	JCPL0050 JCP&L	56.48	
09/19/16	PARKING	16-00150	100112084254 PRKING 4 DEFOREST	JCPL0050 JCP&L	53.81	
09/19/16	PARKING	16-00196	1018-210024638345 BROAD ST	NJ-AME50 NJ-AMERICAN WATER CO.	21.24	
Total for Batch: PARKING					131.53	
09/19/16	SEWER	16-00109	CONSTANTINE 100005626567 BLNKT	JCPL0050 JCP&L	4,048.95	
09/19/16	SEWER	16-01740	682164944-00001	VERIZ408 VERIZON WIRELESS	105.64	
Total for Batch: SEWER					4,154.59	
09/19/16	TRUST	16-02824	Refund Mini-Yoga	KARENARM KAREN ARMAS LANDAU	11.00	
09/19/16	TRUST	16-02825	Refund Pony Share/KidzArt	MORRISJI MORRIS, JILL	410.00	
09/19/16	TRUST	16-02826	Refund Swim Lessons	MCCONNON MCCONNON, PAUL	10.00	
09/19/16	TRUST	16-02827	Refund Multi-Sport Camp	ABERNATH ABERNATHY, ANGIE	175.00	
09/19/16	TRUST	16-02828	Refund Fall Soccer/FUF	SCHWARTK SCHWARK, THOMAS	145.00	
09/19/16	TRUST	16-02829	Refund Flag Football/FUF	BHATIKA BHATIA, KARAN	120.00	
09/19/16	TRUST	16-02830	Refund Fall Soccer/FUF	TIGERNIN TIGER, NINA	145.00	
09/19/16	TRUST	16-02832	Refund Lego Robotics	HANSANG HAN, SANG	210.00	
09/19/16	TRUST	16-02834	Refund Football/FUF	AVELINOA AVELINO, ALEXANDER & PATRICIA	175.00	
09/19/16	TRUST	16-02835	Refund Live Action Flix	FORTEKAT FORTE, KATHLEEN	380.00	
09/19/16	TRUST	16-02836	Refund Survivor Week	KULKARNI KULKARNI, VIKRAM	190.00	
09/19/16	TRUST	16-02838	Refund Multi-Sport Camp	STOBERHE STOBER, HEATHER	205.00	
09/19/16	TRUST	16-02847	Refund Bridge to Kindergarten	DESARNOT DeSARNO, TINA	55.00	
09/19/16	TRUST	16-02848	Refund Meet the Artist	ASCIOTID ASCIOTI, DAVID	55.00	
09/19/16	TRUST	16-02851	Refund Multi Sport Camp	COLTONST COLTON, STEFANIE	205.00	
09/19/16	TRUST	16-02852	Refund Fall Soccer & FUF	WESSONDA WESSON, DAVID	145.00	
09/19/16	TRUST	16-02874	Refund Summer Camp	DIMAGGIO DIMAGGIO, MICHAEL	305.00	
09/19/16	TRUST	16-02887	Refund Music Production	BRODERIC BRODERICK, JULIE	380.00	
09/19/16	TRUST	16-02888	Refund Live Action Flix	HEADLISA HEAD, LISA	210.00	
09/19/16	TRUST	16-02938	Refund Fall Soccer/Fuf	CALLAHRO ROSEMARY CALLAHAN	145.00	
09/19/16	TRUST	16-02940	Refund Cheerleading	ELDRIDGE ELDRIDGE, DORI	100.00	
09/19/16	TRUST	16-02947	Refund Lego Robotics	CHAVEZNO CHAVEZ, NOEMI	190.00	
09/19/16	TRUST	16-02961	Refund Volleyball	GAVILANE GAVILANES, MARIA	55.00	
09/19/16	TRUST	16-02975	Refund Soccer/FUF	DOLANEMI DOLAN, EMILY	145.00	
09/19/16	TRUST	16-02976	Refund Multi-Sport #2	STOBERHE STOBER, HEATHER	205.00	
Total for Batch: TRUST					4,371.00	

Attachment: Bill List 10-6-16 (4486 : Authorize Payment of Bills - \$1,089,958.93)

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
Total for Date: 09/19/16					Total for All Batches:	30,369.17

Attachment: Bill List 10-6-16 (4486 : Authorize Payment of Bills - \$1,089,958.93)

# THE CITY OF SUMMIT

N E W J E R S E Y

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

September 28, 2016

The Honorable Mayor and  
Members of Common Council  
City Hall  
Summit, New Jersey

Ladies and Gentlemen:

On Tuesday, September 27, 2016, at 11:00 a.m., bids were received by the Purchasing Agent as advertised in the Union County Local Source on September 15, 2016 and referred to the City Engineer/Deputy DCS Director. Results are as follows:

## COLT ROAD IMPROVEMENT PROJECT

		Base Bid (\$)
Top Line Construction Corp. 22 Fifth Street Somerville, NJ 08876	(bid bond)	262,477.25
Cifelli & Son General Contractors, Inc. 4 Coppola Street Nutley, NJ 07110	(bid bond)	267,756.00
AJM Contractors, Inc. 300 Kuller Road Clifton, NJ 07011	(bid bond)	276,055.00
JTG Construction, Inc. 188 Jefferson Street, Suite 387 Newark, NJ 07105	(bid bond)	289,823.00
4 Clean Up Inc. PO Box 5098 North Bergen, NJ 07047	(bid bond)	303,453.00

The Purchasing Agent, upon the review, evaluation and recommendation in a memo dated September 28, 2016, from the City Engineer/Deputy DCS Director, makes the following bid award recommendation to the Works Committee:

## COLT ROAD IMPROVEMENT PROJECT

Top Line Construction Corp., for a low net base of \$262,477.25.

Sincerely,

*Margaret Gerba*

Margaret Gerba, Purchasing Agent

Communication: Purchasing Letter - Colt Road Improvement Project (Correspondence)

C. P. CASCAIS

GT  
10/5/16



**Public Hearing Notice**

Please take notice that the Township of Springfield will conduct a public hearing on the adoption of the 2016 Housing Element and Fair Share Plan on October 5, 2016, at 7:00 P.M. in the Council Meeting Room at 100 Mountain Avenue, Springfield, New Jersey. Copies of the 2016 Housing Element and Fair Share Plan are available for review at the Township Clerk's Office at 100 Mountain Avenue, Springfield, New Jersey and the Planning Office at 20 North Trivett Avenue, Springfield, during normal business hours.

Jennifer Amend Law  
Board Administrator  
973.912.2221  
[Jennifer.Law@springfield-nj.us](mailto:Jennifer.Law@springfield-nj.us)

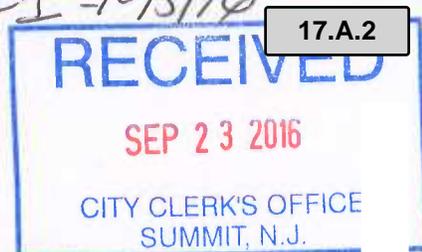
Communication: Springfield Twp, notice of hearing on 10/5/16, re Housing Element and Fair Share Plan (Notices)

*C. P. Caserio*

*Post*

*GI-10/5/16*

17.A.2



**NOTICE OF PUBLIC HEARING  
BOARD OF ADJUSTMENT OF THE CITY OF SUMMIT  
UNION COUNTY, N.J.**

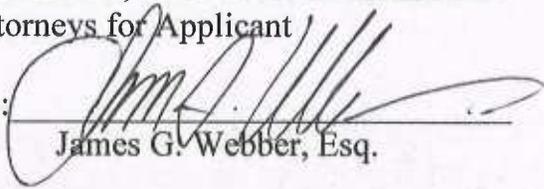
Take notice that the Board of Adjustment of the City of Summit will conduct a public hearing at the Summit City Hall, 512 Springfield Avenue, Summit, N.J. at 7:30 p.m. or as soon thereafter as the matter may be called on October 5, 2016, which hearing will be continued on such dates thereafter as may be necessary in the judgment of the Board of Adjustment to complete the hearings and deliberations on an application for development by Manny and Adriana Costeira to improve the property located at Block 3204 Lots 8 and 9 also known as 248-250 Morris Avenue on the Tax Maps of the City of Summit in the R-5 Zone District. The applicants propose to construct two, 2-family dwellings together with associated outdoor and site improvements.

The applicants request classification of the site plan, preliminary and final major site plan approval and variance relief from the strict application of the Development Regulations Ordinance standards, interpretation or waiver where appropriate, regulating the number of townhomes on a lot, lot area, front yard setback, side yard setback, floor area ratio, off-street parking standards, accessory garages, together with all other relief in the form of variances, waivers, interpretations, appeals, or exceptions in the strict application of the provisions of the Development Regulations Ordinance, and other relief, which may arise during the course of the hearings in this application, necessary to realize the development as set forth more specifically in the application for development on file and as may be amended from time to time including during the course of the hearings and available for inspection in connection herewith.

All maps and documents for which approval is sought are available for public inspection at the Department of Community Services at City Hall, 512 Springfield Avenue, Summit, NJ during the business hours of 8:00 a.m. to 4:00 p.m.

This notice is being given pursuant to N.J.S.A. 40:55D-12 and Article 3.16 of the Development Regulations Ordinance of the City of Summit.

DEMPSEY, DEMPSEY & SHEEHAN  
Attorneys for Applicant

By:   
James G. Webber, Esq.

Dated: *9/15/16*

Communication: Summit Zoning Board Hearing on 10/5/16, re 248-250 Morris Avenue (Notices)

**RECEIVED**  
SEP 19 2016  
CITY CLERK'S OFFICE  
SUMMIT, N.J.

**NOTICE OF HEARING**

Post GT  
c: P. Cascais  
17.A.3  
16

DATE: 9-14-16

TO: CITY OF SUMMIT  
512 SPRINGFIELD AVE.  
SUMMIT, NJ. 07901

YOU ARE HEREBY NOTIFIED, as provided in the Municipal Land Use Law, that the Zoning Board Board of Adjustment of the City of Summit, New Jersey, will hold a hearing on 10-17, 2016 at 7:30 p.m. in the City Hall Council Chambers, 512 Springfield Avenue, Summit, New Jersey, to consider an application affecting the property whose street address is known as 226 HOBART AVE. SUMMIT, NJ. 07901.

The conditions affecting this property and the reasons for the application being heard are as follows: WE WOULD LIKE TO CONSTRUCT A TREEHOUSE / ACTIVE ACCESSORY STRUCTURE THROUGH NELSON TREEHOUSE MASTERS. THIS REQUIRES A VARIANCE FOR OVERALL DIMENSIONS, HEIGHT LIMITS AND LIGHTING HEIGHT LIMITS.

Applicant requests any other waivers or variances as may be required by the Board or its professionals at the time of the hearing.

The application forms and supporting documents are on file in the Department of Community Services, 512 Springfield Avenue, and may be inspected any workday between the hours of 8:30 a.m. and 4:00 p.m. Any interested party may appear at the hearing and participate therein, subject to the rules of the Board.

Michael J. Shea  
Applicant's signature

MICHAEL J. SHEA  
Applicant's printed name

Communication: Summit Zoning Board Hearing on 10/17/16, re 226 Hobart Avenue (Notices)

OCT 5 GI  
**RECEIVED**  
SEP 20 2016  
CITY CLERK'S OFFICE  
SUMMIT, N.J.

Motion Entire Council Second Entire Council

**RESOLUTION ENCOURAGING GOVERNOR CHRISTOPHER CHRISTIE AND THE STATE OF NEW JERSEY TO FUND THE TRANSPORTATION TRUST FUND**

**WHEREAS**, On June 30, 2016, in response to the Senate failure to reauthorize the Transportation Trust Fund ("TTF"), Governor Christopher Christie issued an Executive Order requiring plans for an orderly shutdown of TTF projects to be prepared by 11:59 p.m. on Saturday, July 2, 2016, and ordering the ongoing TTF work to cease according to those plans; and

**WHEREAS**, TTF projects in the Township of Clark include the roadway improvements to Lexington Boulevard and Broadway as well as Terminal Avenue and Westfield Avenue; and

**WHEREAS**, both projects have been designed and sent to the Department of Transportation awaiting approval to proceed; and

**WHEREAS**, due to the shutdown of the TTF, the projects will be unable to be completed resulting in an inconvenience to the residents of the Township of Clark and other citizens of the State of New Jersey who utilize the roads in the Township; and

**WHEREAS**, the shutdown of the TTF detrimentally effects the Township of Clark's ability to provide safe travel on the roadways of the Township and detrimentally effects the finances of the Township of Clark.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Township of Clark, County of Union, New Jersey that it hereby encourages the Governor of the State of New Jersey, the Senate and the General Assembly, to fund the Transportation Trust Fund; and

**BE IT FURTHER RESOLVED**, that copies of this resolution be forwarded to New Jersey Governor Christopher Christie, Senate President Stephen Sweeney, Assembly Speaker Vincent Prieto, State Senator Nicholas Scutari, Assemblyman Jerry Green and Assemblyman James Kennedy, Union County Clerks and to the New Jersey League of Municipalities.

ATTEST:

*Edith L. Merkel*  
EDITH L. MERKEL, RMC  
Township Clerk

APPROVED:

*Steven M. Hund*  
STEVEN M. HUND  
Council President

Res 16/9-19 Funding the Transportation Trust Fund

Aye Nay Abstain Absent

Albanese	✓	_____
Barr	✓	_____
Mazzarella	✓	_____
O'Connor	✓	_____
Smith	✓	_____
Toal	✓	_____
Hund	✓	_____

Communication: Township of Clark - Resolution re NJ Transportation Trust Fund (Ordinances and Resolutions Other Governing Bodies)