1. 11-1-16 Council Agenda

   Documents:

   11-01-16 AGENDA ONLY 1361.PDF

2. 11-1-16 Council Meeting Agenda Packet

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Common Council of the City of Summit

Closed Session Agenda for Tuesday, November 1, 2016

7:00 pm – 7:20 pm

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

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7:30 PM

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Committee -Time - Attendees - Office

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

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

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

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CALL TO ORDER

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

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Number	Title	Hearing Date
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LAW		
(ID # 4557)	An Ordinance Amending the Code, Chapter IV, General Licensing, Section 4-3, Automatic or Electronic Amusement Games (Pinball, Video Or Arcade Amusement Games), Subsection 4-3.10, Inspections *(Correct typographical error)*	11/14/16 *(Mon.)*
LAW		
(ID # 4562)	An Ordinance Amending the Code, Chapter X Animal Control, Section 10-1 Dogs, Subsection 10-1.17 Licensing of Kennels, Pet Shops and Pounds and Subsection 10-1.18 List of Kennels, Pet Shops, Shelters and Pounds to State Department of Health *(Designated Official, License Term, Fees, and Pet Shop Review)*	11/14/16 *(Mon.)*
LAW		
(ID # 4561)	An Ordinance Amending the Code, Chapter IV, General Licensing, Section 4-27 Theatrical Exhibitions, Circuses And public Exhibitions, Subsection 4-27.1 License Required *(Clarify License Issuance Process)*	11/14/16 *(Mon.)*

LAW

(ID # 4560)	An Ordinance Amending The Code, Chapter IV, General Licensing, Section 4-9, Removal and Storage of Motor Vehicles, Subsections 4-9.1 Definitions, 4-9.2 Tow Operators to be Appointed, and 4-9.8 Insurance *(Solid fence definition, issuance of license and certificate of insurance)*	11/14/16 *(Mon.)*

LAW

(ID # 4559)	An Ordinance amending the Code, Chapter IV, General Licensing, Section 4-8, Junk Shop Keepers and Junk Dealers, Subsection 4-8.2 Issuance of License; Terms *(Clarify license issuance process)*	11/14/16 *(Mon.)*

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(ID # 4522) Amend Personnel Policy

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SAFETY

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CONSENT AGENDA

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COUNCIL MEMBERS' COMMENTS/NEW BUSINESS

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CLOSED SESSION (IF NEEDED AND AUTHORIZED)

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City Clerk' Office

TO: Mayor and Common Council

FROM: Rosemary Licatese, City Clerk

DATE: October 19, 2016

SUMMARY

The Board of Trustees of Summit Downtown Inc. advised of changes it made to its bylaws.

This ordinance amendment reflects the change in the need for a non-designated trustee category.

Other bylaw changes were not contained within the City's Code and, therefore, no other amendments were necessary.

The Law Committee has reviewed SDI's request and supports this ordinance amendment.

ORDINANCE #	(ID # 4558)
Introduction Date:	11/1/2016
Hearing Date:	
Passage Date:	
Effective Date:	

An Ordinance Amending Chapter XXI, "Special Improvement District," Section 21-4.A, District Management Corporation, of The "Revised General Ordinances Of The City Of Summit, County Of Union, New Jersey," (SDI Trustee Change)

Ordinance Summary: This Ordinance amends Section 21-1.4 of the Revised General Ordinances of the City of Summit by adding a Subsection (e) to provide the Summit Downtown, Inc., greater flexibility by allowing the SDI to select up to two (2) additional Trustees from retail establishment owners or operators, property owners, non-retail businesses within the District or residents-at-large of the City of Summit classifications.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, SUMMIT, COUNTY OF UNION, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. That Section **21-4, DISTRICT MANAGEMENT CORPORATION**, of the above mentioned ordinance, shall be amended and supplemented as follows:

21-1.4 District Management Corporation.

For the purposes of this section, Summit Downtown Inc. is hereby designated as the present District Management Corporation and shall assist the City of Summit in planning and promoting economic development and improvement within the SID. Said District Management Corporation is incorporated pursuant to the provisions of Title 15A of the New Jersey Statutes and is hereby designated as eligible to receive the funds collected as assessment within the SID. The designation of the District Management Corporation may be changed at any time or from time to time by ordinance adopted by Common Council. In addition, the District Management Corporation shall:

a. Have a Board of Trustees consisting of no more than fourteen (14) members, who shall be chosen as follows:

   1. Elected Trustees. There shall be ten (10) elected trustees, all of whom must be of legal voting age, who shall be elected as hereinafter provided, who shall be voting members, separated into the following classifications:

      (a) Property owners (four (4).

      (b) Retail establishment owners (three (3) seats).

      (c) Upper/lower floor businesses (two (2) seats).

(d) Residents-at-large of the City of Summit (one (1) seat).

(e) Non-Designated Trustees, not to exceed two (2) Trustees, may also be selected from the retail property owners or operators, property owners, non-retail businesses within the District or residents-at-large of the City of Summit, when the Nominating Committee or Board are unable to fill the Board as required by Sections 21-1.4a(1)(a) to (d) following the nominating procedures established by the Nominating Committee.

2. Appointed Ex-Officio Trustees. The appointed ex-officio trustees shall be:

Mayor, or Mayor's designee, of the City of Summit, who shall be a voting member (one (1) seat), provided that:

(a) If the Mayor's designee shall be the ex-officio trustee said designee shall be appointed with advice and consent of Common Council.

(b) The Mayor shall not be eligible to be Chairman of Summit Downtown Inc.

Two (2) members of the Common Council, appointed by the Council President for one-year terms, who shall be voting members (two (2) seats).

City Administrator, who shall be a nonvoting member (one (1) seat).

3. Qualifications of Elected Trustees. All elected trustees, with the exception of the resident-at-large trustees, shall be persons who are responsible for payment of any special assessments created under the Special Improvement District, whether they are directly responsible to the City or by "pass through" from their landlord.

Section 2. That all other ordinances or parts of ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed except where the context and/or intent requires otherwise

Section 3. **PUBLIC NOTICE.**

That at least ten (10) days prior to the date fixed for a public hearing on this Ordinance, a copy hereof and notice of the date, time and place of said hearing shall be mailed by first class mail to all parties with an interest in the lots or parcels of land included in the SID as listed on the tax records of the City of Summit.

Section 4. **EFFECTIVE DATE.**

That the effective date of this Ordinance shall be upon final adoption by the City of Summit Common Council, approval by the City of Summit Mayor and publication of notice of final adoption.

Dated:

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the

Approved:

foregoing ordinance was duly passed by
the Common Council of said City at a
regular meeting held on

Mayor

City Clerk

THE CITY OF SUMMIT

NEW JERSEY

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

www.cityofsummit.org

Rosemary Licatese
City Clerk
Secy. to Mayor & Council
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Fax (908) 273-2977
sviveiros@cityofsummit.org

September 1, 2016

Ms. Marin Mixon
Executive Director
Summit Downtown, Inc.
18 Bank Street
Summit, NJ 07901

Re: Summit Downtown Inc. By-Law Amendment – Assigned to the Law Committee

Dear Ms. Mixon: Marin

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 Law Committee. Should you have any questions regarding the status of your correspondence, please feel free to contact me via email: rlicatese@cityofsummit.org or by phone: 908-277-9415.

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
A. Cruz, City Solicitor

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

RECEIVED
AUG 31 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

Law (DAR)

To: Rosie Licatese

(RLicatese@cityofsummit.org)

From: Marin Mixon, Executive Director, Summit Downtown, Inc.

Date: August 24, 2016

Re: Summit Downtown, Inc. By-Law amendment

Dear Rosie,

To supplement our By-laws revisions approved by the SDI Trustees on June 29, 2016, I include this Memorandum by way of an explanation of the changes approved by the Summit Downtown trustees after discussion and vote on June 29, 2016. The modifications to the Summit Downtown, Inc. By-laws requested are as follows:

Article I A, 1. The addition is to add a classification of trustees in the event that the Nominating Committee or Board are unable to fill the seats needed out of its specific classifications. As such, a classification is included to set out a non-designated Trustee to be selected from Retail Establishment Owners or Operators, Property Owners, Non-Retail Business or Residents (not to exceed 2 total on the Board) if one of the other classifications cannot be filled after diligent search pursuant to the procedure as set forth by the Nominating Committee.

Article I A, 4. The change is to the term of service from four to three years. This modification was implemented to attract trustees to serve as Trustees on the Board.

Article I B, 1. The modification is for the notice period for the annual meeting from 120 days to 90.

Article I C, 1. This is a housekeeping change to clear up.

Article IV The change is to the committee list. There were some committees that are no longer staffed or utilized. This update was suggested by the Burgess Report to streamline the Board and make the committee process more effective and eliminate those committees that are no longer necessary.

Article V. There is a clarification that any trustee who does not attend 3 consecutive meetings in a 12 month period shall be deemed to have voluntarily ceased to be a member. This is a clerical change to remove "or 4 meetings."

Thank you.

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

STATEMENT OF PURPOSE

Summit Downtown, Inc. (SDI), a non-profit corporation of the State of New Jersey, was incorporated by the Secretary of the State of New Jersey on July 2, 1986. The purpose of the corporation is to encourage the development and improvement of the quality of life in the business community in the center of the City of Summit, New Jersey. To that end, without limiting its overall objectives, the corporation is authorized to act as a District Management Corporation in accordance with the provisions of Chapter 151 of the Laws of 1984 (N.J.S.A 40:56-65 et seq.) as the same may be amended from time to time. In such capacity the corporation shall endeavor to harmonize the residential and business communities of the city, so as to relieve traffic congestion and remove safety hazards to pedestrians and similar emergency services. It is established to maintain municipal tax ratables and to promote economic growth in employment within the business areas of the City of Summit and to encourage and stimulate self-financing special improvement districts. SDI shall at all times conform to its functions to policies that may be established from time to time by the Common Council of the City of Summit.

BYLAWS

ARTICLE I – TRUSTEES

A. Board of Trustees

There shall be 14 trustees as follows

1. **Elected Trustees**
   There shall be 10 elected trustees, all of whom must be of legal voting age, who shall be elected as hereinafter provided, who shall be voting members, separated into the following classifications:
   - Retail Establishment Owners or Operators (3 seats)
   - Property Owners (4 seats)
   - Non-Retail Businesses (2 seats)
   - Resident at large of the City of Summit (1 seat)

2. **Appointed Ex-Officio Trustees**
   The appointed ex-officio trustees shall be:
   - The Mayor or the Mayor's designee of the City of Summit, who shall be a voting member (1 seat)
     *If the Mayor's designee shall be the ex-officio trustee said designee shall be appointed with advice and consent of Common Council.
     **The Mayor shall not be eligible to be Chairman of Summit Downtown, Inc...
   - The City Administrator, who shall be a non-voting member (1 seat)
   - Two members of the Common Council, appointed by the Council Presidents for one-year terms, who shall be voting members (2 seats)

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

3. **Qualifications of Trustees**

All elected trustees, with the exception of the resident at large trustee, shall be persons who are responsible for payment of any special assessments created under the Special Improvement District, whether they are directly responsible to the City or by "pass through" from their landlord.

4. **Terms of Service**

Elected trustees shall serve a term of four (4) years commencing January 1.

No elected trustee shall serve more than three (3) consecutive four-year terms during a period of consecutive service.

Beginning March 1, 2009 no elected trustee shall be permitted to fill the unexpired term of a resigning trustee.

No trustee who has served the maximum time set forth above shall be allowed to return to the board for one year.

Appointed trustees shall serve at the pleasure of their appointing authority.

All trustees shall serve until their successors are elected or appointed, as the case may be, however, any trustee may resign at any time by submitting a letter of resignation to the remaining trustees.

B. Nominating/Election Committee

1. See Article IV. B.

2. Not less than 120 days prior to the Annual Meeting, the last meeting of the year, SDI shall issue a press release to legal newspapers(s) designated by Summit Common Council inviting petitions for nominations to trusteeship of SDI. The release shall state the number of positions available and the qualifications for trusteeship. The release may also be sent to other publications or media that have general circulation in the business community.

3. The release shall state that any petition must be submitted not less than 30 days prior to the Annual Meeting and they must be endorsed by at least five (5) persons who are themselves eligible for election as trustees of SDI. The Secretary shall provide a form for use by any persons wishing to make a nomination by petition.

4. The Nominating/Election Committee shall put forth for election any names submitted by petition along with any other potential trustees who may come to the committee's attention. In reporting its finding to the Special Improvement District, the Nominating/Election Committee shall report the names of person nominated by petition, along with those it may have recruited.

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

5. The Nominating/Election Committee shall meet after the election results are certified, and shall serve as the Nominating/Election Committee for officers for the upcoming fiscal year.

C. Election of Trustees

1. The 17 elected trustees shall be elected by a plurality of the votes cast by eligible voters.

2. Voter Eligibility:

   a. The following shall be eligible to vote in Summit Downtown, Inc. elections:
      I. The individual owner or representative of a company or corporation that owns a property in the Special Improvement District as listed by lot and block on the official tax records of the City of Summit.
      II. The individual owner or representative of a business entity (company, corporation, partnership, etc.) that operates a business within the Special Improvement District.
      III. A tenant representative of each residential unit within the Special Improvement District.

   b. Each eligible voter shall have one vote subject to the following restrictions:
      I. Owners or representatives of multiple properties shall have only one vote.
      II. Owners or representatives of multiple businesses shall have only one vote
      III. Anyone who owns a property and a separate business, or businesses, shall have only one vote.
      IV. Any residential tenant representative who also owns a property or a business shall have only one vote.
      V. Owners of or tenants in tax-exempt properties shall not be eligible to vote.

3. All eligible voters must be of legal voting age.

4. Nominating/Election Committee:

   The Nominating/Election Committee shall conduct the Annual Election.

   a. The Committee shall design a ballot to reflect the nominations in each category eligible for election.

   b. The Committee shall cause a ballot to be mailed to all eligible voters in the SID District as provided above not less than 30 days prior to the annual meeting. The ballot shall be authenticated and contain the names of all candidates recruited by the Nominating/Election Committee as well as all those who have submitted petitions in each category.

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

c. The ballot may be cast in advance by signing and mailing the ballot. Only official, authenticated ballots will be counted.

d. The committee shall be responsible for checking that all returned ballots properly filled out and then counted.

D. Election of Officers

1. The Nominating/Election Committee shall poll all current trustees as to their desire to seek election to the Executive Board.

2. The Nominating/Election Committee shall present a slate of officers to the Board at the January meeting following the election of the trustees.

3. Additional nominations may be made from the floor by any seated trustee at the January meeting.

4. Election shall be by a plurality of those Trustees voting and shall be held by each office in the following order: Chair, Vice Chair, Treasurer and Secretary. If the election of any of the officers is contested, it shall be determined by a secret ballot.

5. Officers shall take office beginning February 1.

E. Vacancies

At any meeting, a vacancy in the membership of the Board of Trustees may be filled by a majority vote of the remaining trustees provided that 10 days advance notice shall have been given to all trustees of the intention to fill any such vacancy. Anyone elected to fill a vacancy shall serve only until the natural expiration of that seat being filled.

ARTICLE II – POWERS OF THE TRUSTEES

The trustees shall have all powers granted to the trustees under the New Jersey Non-Profit Corporation Act and Chapter 151 of the Law as of 1984, including, without limitation, the power to enter into contracts on behalf of the corporation, to employ agents and employees, to establish an office or offices for the conduct of the business of SDI to open and maintain bank accounts at banking institutions and to designate officers who may deposit or withdraw from such accounts.

ARTICLE III – OFFICERS

A. Chairman (Chief Executive Officer)

There shall be a chairman elected by the Board of Trustees who shall be an elected trustee and shall be the chief executive officer of SDI and shall have any and all powers on behalf of SDI not otherwise limited by the Board of Trustees.

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

B. Other Officers

There shall be a Vice Chair, Treasurer, and Secretary. The Board of Trustees shall establish the powers of such other officers.

C. Fiduciary Authority

The Treasurer shall be responsible for the maintenance of all fiscal records. All checks or other instruments in excess of $1,000 shall be co-signed by two (2) members of the Executive Committee.

ARTICLE IV- COMMITTEES

Unless otherwise provided, the Chairman shall appoint all chairs and voting members of standing committees of SDI taking into account the preferences of each trustee. All Standing Committees members will have a one-year term. The Chair of all Standing Committees shall be a trustee. Only committee members will have voting rights within the committee.

There shall be an Executive Committee consisting of the following trustees: Chair, Vice Chair, Secretary, Treasurer, and the immediate past Chair. The Executive Committee shall act in absence of the board providing that any such action shall be reported to and confirmed by the Board at its next regular meeting.

The Standing Committees of SDI with consist of the following:

A. Finance Committee – The Treasurer of SDI will be the Chairman of the Finance Committee. The Chairman, Vice Chairman and Secretary of SDI will also sit on this committee. This committee will consist of 3 additional Trustees appointed by the Chairman of SDI.

   The Finance Committee shall be responsible for the budget process and presenting the yearly budget to the Board of Trustees.

B. Nominating/Election Committee – The Vice Chairman of SDI will be the Chairman of the Nominating/Election Committee. The Chairman, Secretary, Treasurer and Events Chairman of SDI will also sit on this committee. This committee shall consist of 2 additional Trustees appointed by the Chairman of SDI.

   The Nominating/Election Committee shall conduct the annual Election Process as described in Article 1, B & C.

C. By-Laws Committee – The Secretary of SDI shall act as Chairman of this committee, which includes the Chairman, Vice Chairman, Treasurer and

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

the Trustee, who is our legal counsel, and other trustees at the discretion of the SDI Chairman. All these members are voting members.

The By-Laws Committee shall conduct timely reviews by the direction of the Executive Committee proposing by-law changes as appropriate and needed. All proposed amendments will be presented to the full Board of Trustees for a vote.

D. Marketing Committee - The Chairman of SDI will appoint the chairman/co-chairmen and the additional 4 voting members.

The Marketing Committee shall be responsible for the planning and execution of a yearly marketing plan upon approval of the Board of Trustees.

E. Events Committee – There shall be a Chairman appointed by the Chairman of SDI as well as 6 voting Trustees.

The Events Committee shall be responsible for maintaining, developing and execution of all SDI events throughout the year and work in conjunction with the Marketing Committee to support all marketing efforts.

F. Parking Committee shall consist up to six Trustees appointed by the Chairman of SDI. The Chairman of SDI will also appoint liaisons to the Parking Advisory Committee of the City of Summit to represent the interests of the SID.

G. Vision Committee shall have a Chairman appointed by the Chairman of SDI. Five other voting members shall also be appointed by the Chairman of SDI, with trustees representing a simple majority of the committee.

The Vision Committee will meet as necessary to review the health and welfare of the SID district and bring proposals to the full Board of Trustees for approval.

H. Business Recruitment & Retention Committee shall have a Chairman Appointed by the Chairman of SDI and shall appoint members as needed.

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

ARTICLE V – MEETINGS

A. Annual Meeting, Fiscal Year

There shall be an Annual Meeting will be the last meeting of the year called by the Board of Trustees at such time and place as the trustees may direct. The fiscal year of SDI shall end on December 31 of each calendar year.

B. Special Meetings

There shall be such other special meetings of the Board of Trustees as may be called from time to time by the Chair or by any three members of Board of Trustees.

C. Notice

Adequate notice shall be given by the Secretary of SDI of all meetings in compliance with the New Jersey Open Public Meetings Act. In addition, individual notice shall be provided by telephone individually or by writing to all members of the Board of Trustees. Minutes and all Financial Statements shall be given to all Trustees of SDI and all requests from any other person should be made in writing to the Office of SDI.

D. Attendance at Meetings

Any trustee, who without a valid reason, does not attend 3 consecutive meetings or 4 meetings in any 12-month period shall be deemed to have voluntarily ceased to be a member, and the chairman shall immediately declare a vacancy with respect to this position.

E. Quorum

A quorum shall consist of a majority of voting trustees then in office, and a majority of the trustees at a meeting can take any action under these By-laws, except the adoption of a budget which shall require a majority of all voting trustees.

F. Rules of Order

The conduct of all meetings shall be governed by "Roberts Rules of Order", latest edition.

ARTICLE VI – AMENDMENTS

These by-laws may be amended in any manner or substituted by new bylaws by a vote of two thirds of the Board of Trustees at any duly called meeting of the Board of Trustees with not less than 10 days' advance notice of the proposed amendments having been given to all trustees.

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

ARTICLE VII – DISSOLUTION

In the event of the dissolution of SDI for any reason, any assets remaining in the corporation shall automatically vest to the City of Summit, New Jersey, to be used for general municipal purposes as the Common Council of the City of Summit may determine.

Originally adopted on April 24, 1996
Amended, October 30, 2002
Amended and Re-adopted, February 18, 2003
Amended and Re-adopted, April 9, 2003
Amended, May 28, 2003
Amended, August 31, 2005
Amended, April 2009
Amended, July, 2010
Amended, October, 2011
Accepted & Approved Summit Common Council December 2011
Amended, December, 2014
Accepted & Approved Summit Common Council February, 2015

2/2015

Attachment: SDI By-Law Amendments 9-7-16 (4558 : Amend SDI By-laws)

TO: Mayor and Common Council

FROM: Michelle Caputo, Assistant Deputy Clerk

DATE: October 19, 2016

This ordinance amendment corrects a typo in section 4-3.10.c.

ORDINANCE #	(ID # 4557)
Introduction Date:	11/1/2016
Hearing Date:	
Passage Date:	
Effective Date:	

AAn Ordinance Amending the Code, Chapter IV, General Licensing, Section 4-3, Automatic or Electronic Amusement Games (Pinball, Video Or Arcade Amusement Games), Subsection 4-3.10, Inspections (Correct typographical error)

Ordinance Summary: This Ordinance is a technical correction to Chapter IV, "General Licensing," of the Revised General Ordinances of the City of Summit, to change the cross-reference in Subsection 4-3.10c from 4-2.9 to 4-3.9.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, COUNTY OF UNION, NEW JERSEY, as follows:

Section 1. That Subsection **4-3.10, Inspections,** of the Code be amended and supplemented to read as follows

4-3.10 Inspections.

Any of the following inspections shall be made with respect to the operation of any machine as frequently as may be necessary during the term of the license:

a. By the Construction Official or his designee, to determine if the operation of any machine and the premises on which the machine is being operated continue to comply with the municipal zoning and building code requirements and the provisions of this section.

b. By the Fire Director-Chief or his designee, to determine if the operation of any machine and the premises on which the machine is being operated continue to comply with the existing fire regulations of the City of Summit.

c. By the Chief of Police or his designee, to determine if the licensee is operating any machine in such manner as not to be subject to revocation of the license, as provided in subsection 4-~~2~~ 3.9.

Section 2. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Section 3. If any provisions of this Ordinance are found to be invalid for any reason, by the final judgment of a Court of competent jurisdiction, the validity of such portions shall not affect the validity of the remaining provisions of this Ordinance, which shall be severed therefrom.

Section 4. This Ordinance shall take effect immediately upon final passage and publication as required by law.

(Latest changes to ordinance are indicated by underline with deletions being shown by ~~strikeouts~~.)

Dated:

I, Rosalia M. Licatese, 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

TO: Mayor and Common Council

FROM: Michelle Caputo, Assistant Deputy Clerk

DATE: October 19, 2016

This ordinance amendment revises the City's ordinance to mirror the prevailing statutory language regarding the designated official to license dogs within the City, license term, fees, and pet shop review process. It does not affect the City's ability to discuss potential zoning issues or changes regarding the location of kennels or pet shops within the City.

ORDINANCE #	(ID # 4562)
Introduction Date:	11/1/2016
Hearing Date:	
Passage Date:	
Effective Date:	

An Ordinance Amending the Code, Chapter X Animal Control, Section 10-1 Dogs, Subsection 10-1.17 Licensing of Kennels, Pet Shops and Pounds and Subsection 10-1.18 List of Kennels, Pet Shops, Shelters and Pounds to State Department of Health (Designated Official, License Term, Fees, and Pet Shop Review)

Ordinance Summary: This Ordinance amends Subsection 10-1.17, "Licensing of Kennels, Pet Shops and Pounds," of the Revised General Ordinances of the City of Summit, to provide that the City of Summit Clerk is the issuing authority, that licenses for these facilities expire on June 30 annually, provides for suspension or revocation of these licenses and establishes fees for kennels with ten or less dogs at ten ($10.00) dollars and for more than ten (10) dogs at twenty-five ($25.00) dollars.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, COUNTY OF UNION, NEW JERSEY, as follows:

Section 1. That Subsection **10-1.17 Licensing of Kennels, Pet Shops and Pounds,** of the Code be amended and supplemented to read as follows**:**

10-1.17 Licensing of Kennels, Pet Shops and Pounds.

a. Any person who keeps or operates or proposes to establish a kennel, a pet shop, a shelter or a pound shall apply to the ~~Board of Health of the City~~ clerk or other official designated to license dogs in the City of Summit for a license entitling him to keep or operate such establishment. The application shall describe the premises where the establishment is located or is proposed to be located, the purpose or purposes for which it is to be maintained, and shall be accompanied by the written approval of the Health Officer of the Board of Health, showing compliance with the local and State rules and regulations governing location of and sanitation at such establishments.

b. All licenses issued for a kennel, pet shop, shelter or pound shall state the purpose for which the establishment is maintained and all such licenses shall expire on ~~December 31 annually~~ the last day of June of each year, and be subject to revocation by the Common Council on recommendation~~s~~ of the State Department of Health or the Board of Health of the City for failure to comply with the rules and regulations of the State department or Board of Health of the City governing the same, after the owner has been afforded a hearing by either the State Department or the Board of Health of the City, except as provided in subsection c of this section.

c. The license for a pet shop shall be subject to review by the City of Summit, upon recommendation by the State Department of Health or Board of Health of the City for failure by the pet shop to comply with the rules and regulations of the State Department of Health or Board of Health of the City or if the pet shop meets the criteria for recommended suspension or revocation provided under subsection c. or d. of section 5 of P.L. 1999, c.336 (C.56:8-96, after the owner of the pet shop has been afforded a hearing pursuant to subsection e. of section 5 of P.L. 1999, c.336 (C.56:8-96).

~~c~~ d. Any person holding such licenses shall not be required to secure individual licenses for dogs owned by such licenses and kept at such establishment; such licenses shall not be transferable to another owner or different premises.

~~d~~ e. The annual license fee for a kennel providing accommodations for ten or less dogs shall be ten dollars ($10.00) and for more than ten dogs ~~shall be~~ twenty-five ($25.00) dollars. The annual fee for a pet shop shall be ten ($10.00) dollars. No fee shall be charged for a shelter or pound.

~~e~~ f. No dog or cat kept in a kennel, pet shop, shelter or pound shall be permitted off such premises, except on leash or in a crate or other safe control.

Section 2. That Subsection **10-1.18 List of Kennels, Pet Shops, Shelters and Pounds to State Department of Health**, of the Code be amended and supplemented to read as follows:

10-1.18 List of Kennels, Pet Shops, Shelters and Pounds to State Department of Health.

The ~~Board of Health~~ clerk or other official designated to license dogs in the City of Summit shall forward to the State Department of Health a list of all kennels, pet shops, shelters and pounds licensed~~,~~ within thirty (30) days after the licenses therefor are issued, which list shall include the name and addresses of the licensee and the kind of license issued.

Section 3. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Section 4. If any provisions of this Ordinance are found to be invalid for any reason, by the final judgment of a Court of competent jurisdiction, the validity of such portions shall not affect the validity of the remaining provisions of this Ordinance, which shall be severed therefrom.

Section 5. This Ordinance shall take effect immediately upon final passage and publication as required by law.

(Latest changes to ordinance are indicated by underline with deletions being shown by ~~strikeouts~~.)

Dated:

I, Rosalia M. Licatese, 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

TO: Mayor and Common Council

FROM: Michelle Caputo, Assistant Deputy Clerk

DATE: October 19, 2016

This ordinance amendment clarifies the license issuance process.

ORDINANCE #	(ID # 4561)
Introduction Date:	11/1/2016
Hearing Date:	
Passage Date:	
Effective Date:	

An Ordinance Amending the Code, Chapter IV, General Licensing, Section 4-27 Theatrical Exhibitions, Circuses And public Exhibitions, Subsection 4-27.1 License Required (Clarify License Issuance Process)

Ordinance Summary: An Ordinance amending Section 4-27.1 of the Revised General Ordinances of the City of Summit titled "License Required" to provide that a license for theatrical exhibitions, circuses and public exhibitions are granted and signed by the City Clerk.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, COUNTY OF UNION, NEW JERSEY, as follows:

Section 1. That Subsection **4-27.1 License Required,** of the Code be amended and supplemented to read as follows**:**

4-27.1 License Required.

Licenses must be obtained for the purposes hereinafter named, which ~~may~~ shall be granted and signed by the City Clerk ~~and signed by the Mayor and City Clerk~~.

Section 2. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Section 3. If any provisions of this Ordinance are found to be invalid for any reason, by the final judgment of a Court of competent jurisdiction, the validity of such portions shall not affect the validity of the remaining provisions of this Ordinance, which shall be severed therefrom.

Section 4. This Ordinance shall take effect immediately upon final passage and publication as required by law.

(Latest changes to ordinance are indicated by underline with deletions being shown by ~~strikeouts~~.)

Dated:

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing ordinance

Approved:

was duly passed by the Common Council of said City at
a regular meeting held on Tuesday evening, .

Mayor

City Clerk

TO: Mayor and Common Council

FROM: Michelle Caputo, Assistant Deputy Clerk

DATE: October 19, 2016

This ordinance amendment clarifies the definition of "solid fence" to be consistent with the DRO, the issuance of a license by the City Clerk's Office instead of requiring appointment by Council, and requiring a certificate of insurance instead of "certified copies of all insurance policies".

ORDINANCE #	(ID # 4560)
Introduction Date:	11/1/2016
Hearing Date:	
Passage Date:	
Effective Date:	

AN ORDINANCE AMENDING THE CODE, CHAPTER IV, GENERAL LICENSING, SECTION 4-9, REMOVAL AND STORAGE OF MOTOR VEHICLES, SUBSECTIONS 4-9.1 DEFINITIONS, 4-9.2 TOW OPERATORS TO BE APPOINTED, AND 4-9.8 INSURANCE [Solid fence definition, issuance of license and certificate of insurance]

Ordinance Summary: This Ordinance amends Section 4-9.1 to clarify the definition of fence, Section 4-9.2 to clarify that a tow truck license is required to operate in the City of Summit and Section 4-9.8. of the Revised General Ordinances of the City of Summit, to require the submission of an original Certificate of Insurance to the City Clerk.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, COUNTY OF UNION, NEW JERSEY, as follows:

Section 1. That Subsection **4-9.1 Definitions,** of the Code be amended and supplemented to read as follows:

4-9.1 Definitions.
As used in this section, the following terms shall have the meanings indicated:

Basic towing service shall mean the removal and transportation of an automobile from a highway, street or other public or private road, or a parking area, or from a storage facility, and other services normally incident thereto, but does not include recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any object within the right-of-way or berm.

Inside building storage area shall mean a vehicle storage facility that is completely indoors, having one (1) or more openings in the wall, for storage and removal of vehicles and that is secured by a locking device on each opening.

Motor vehicle accident shall mean an occurrence in which a vehicle is required to be removed for public safety purposes. This includes collisions, abandoned, impounded, seizure, or disabled vehicles or other roadway hazards.

Outside secured storage area shall mean an automobile storage facility that is not indoors and is secured by a solid fence as defined in Section 35-5.2-6D, wall or other manmade barrier that is at least six (6') feet high and is installed with a passive alarm system or a similar on-site security measure. The facility is to be lighted at night.

Outside unsecured storage area shall mean an automobile storage facility that is not indoors and is not secured by a fence, wall or other manmade barrier, and all other storage facilities not defined above as inside building or outside secured.

Person shall mean and include natural persons, firms, co-partnerships, limited partnerships, associations or corporations.

Storage charges for twenty-four (24) hour period shall mean the maximum allowable amount to be charged by a storage facility for a twenty-four (24) hour period or fraction thereof. A new twenty-four (24) hour period begins at 12:01 a.m.

Tow operator shall mean persons or companies meeting the criteria set forth in this section and engaged in the business to tow or otherwise remove or offering the services of a motor vehicle towing or wrecker service, whereby damaged, disabled, abandoned or impounded motor vehicles are towed or otherwise removed from the place where they are damaged or disabled by use of a tow vehicle, as defined in this section.

Tow vehicle shall mean only those vehicles equipped with a boom or booms, winches, slings, tilt beds, wheel lifts or under-reach equipment specifically designed by its manufacturer for the removal or transport of motor vehicles.

Tow vehicle's base of service shall mean the towing operator's principal place of business where the tow vehicle is stationed when not in use.

Vehicle shall mean a motorized conveyance of any type, including but not limited to automobiles. Vehicle also includes any obstruction in the roadway that must be removed by a tow vehicle.

Section 2. That Subsection **4-9.2 Tow Operators to Be Appointed**, of the Code be amended and supplemented to read as follows:

4-9.2 ~~Tow Operators to Be Appointed~~ License Required.

~~a. The Common Council of the City of Summit shall appoint tow operators.~~

~~b~~ a. Tow operators shall be identified by means of a license, which shall be issued as hereinafter provided. All applications for license must be available by November 1 and returned by December 11 for the following calendar year.

~~c~~ b. *License Required.* No tow operator shall operate within the City of Summit without obtaining a license in accordance with the provisions of this section. Specifically exempted from this license requirement is the towing, transporting, conveying or removing of vehicles from private property within the City, or by towing operators which are directly and privately engaged or designated by the owner of the vehicle to be towed, transported, conveyed or removed.

Section 3. That Subsection **4-9.8 Insurance**, of the Code be amended and supplemented to read as follows:

4-9.8 Insurance.

The tow operator shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the City of Summit. The tow operator shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the City of Summit prior to license issuance.

a. *Indemnity*.

1. The tow operator shall defend, indemnify and hold harmless the City of Summit and the public from any and all claims for any losses, personal injury, accident, property damage or any consequential damages of any kind arising out of the operation of any towing services or repair services under this agreement and license. The tow operator shall further defend the City of Summit, at tow operator's sole cost and expense including attorney's fees, in connection with any claim, demand, suit or action brought against the City of Summit arising out of the awarding or operation of any towing garage services or act or omission of the tow operator, his agents or employees under this agreement and license.

2. The following wording shall either appear on Insurance Certificate or the applicant shall provide this statement as a separate signed notarized agreement: "The Tow Operator shall indemnify the City of Summit and the public against any loss due to injuries, accidents or damages of any character whatsoever where any such damage is the result of act or omission of the Tow Operator, his agents or employees in or due to the execution of the work called for under the contract."

b. *Garage Liability Insurance*. Limit of liability shall not be less than five hundred thousand ($500,000.00) dollars combined single limit (bodily injury and property damage) per occurrence including premises operations and products/completed operations.

c. *Automobile Liability Insurance*. Limit of liability shall not be less than seven hundred fifty thousand ($750,000.00) dollars combined single limit (bodily injury and property damage) for light and medium duty vehicles less than thirty-two thousand (32,000) pounds or one million ($1,000,000.00) dollars for heavy-duty vehicles greater than thirty-two thousand (32,000) pounds per occurrence.

d. *Garagekeepers Legal Liability Insurance*. Physical damage insurance policies shall be specifically endorsed to provide direct primary insurance, where applicable, for vehicles in tow, possession of, or storage on property owned or controlled by the tow operator. Limit of said coverage shall be not less than one hundred thousand ($100,000.00) dollars.

e. *Excess Umbrella Insurance*. Limit of liability shall be not less than one million ($1,000,000.00) dollars providing protection in excess of the one million two hundred fifty thousand ($1,250,000.00) dollar garage and auto liability coverage for light and medium duty vehicles less than thirty-two thousand (32,000) pounds or one million five hundred thousand ($1,500,000.00) dollar garage and auto liability coverage for heavy-duty vehicles greater than thirty-two thousand (32,000) pounds.

f. On all liability policies, the City of Summit shall be added as an additional insured, and insurance certificates shall indicate such coverage as primary coverage notwithstanding any insurance carried by the City of Summit.

g. *Workers Compensation Insurance*. Limit of liability shall not be less than the statutory coverage, including employers liability coverage with a limit of at least $500,000.00/$500,000.00/$500,000.00.

h. Reserved.

~~Certified copies~~ Certificates showing proof of all insurance policies provided above or certificates thereof satisfactory to the City of Summit shall be furnished with the application. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or nonrenewal unless thirty (30) days prior written notice via certified mail/return receipt shall have been given to the City of Summit by the tow operator's insurer. These must be received thirty (30) days prior to commencement of work.

j. The providing of any insurance required herein does not relieve the tow operator of any of the responsibilities or obligations assumed by the tow operator for which the tow operator may be liable by law or otherwise.

k. If any policies contain deductibles or co-payments, it shall be the responsibility of the tow operator to pay such sums at the same time a claim is settled by the tow operator's insurance company.

l. Reserved.

m. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall cause an immediate termination of the license.

n. All policies shall be written in either a company licensed to do business in the State of New Jersey or a New Jersey eligible Surplus Lines Company, with a minimum A.M. Best rating of A+. They shall be written on an ISO (Insurance Service Office) form or better and shall so indicate the A.M. Best rating.

Section 4. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Section 5. If any provisions of this Ordinance are found to be invalid for any reason, by the final judgment of a Court of competent jurisdiction, the validity of such portions shall not affect the validity of the remaining provisions of this Ordinance, which shall be severed therefrom.

Section 6. This Ordinance shall take effect immediately upon final passage and publication as required by law.

(Latest changes to ordinance are indicated by underline with deletions being shown by ~~strikeouts~~.)

Dated:

I, Rosalia M. Licatese, City Clerk of the City of Summit, Approved:

do hereby certify that the foregoing ordinance was duly passed by the Common Council of said City at a regular meeting held on

Mayor

City Clerk

TO: Mayor and Common Council

FROM: Michelle Caputo, Assistant Deputy Clerk

DATE: October 19, 2016

This ordinance amendment clarifies the license issuance process.

ORDINANCE #	(ID # 4559)
Introduction Date:	11/1/2016
Hearing Date:	
Passage Date:	
Effective Date:	

An Ordinance amending the Code, Chaper IV, General Licensing, Section 4-8, Junk Shop Keepers and Junk Dealers, Subsection 4-8.2 Issuance of License; Terms (clarify license issuance process)

Ordinance Summary: This Ordinance amends Section 4-8.2, of the Revised General Ordinances of the City of Summit, to clarify that the City of Summit Clerk issues the junk dealer license and how the license must be displayed.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, COUNTY OF UNION, NEW JERSEY, as follows:

Section 1. That Subsection **4-8.2 Issuance of License; Terms,** of the Code be amended and supplemented to read as follows

4-8.2 Issuance of License; Terms.

Upon payment of the amount set forth in subsection 4-8.1, the City Clerk shall issue a license signed by ~~the Mayor and~~ City Clerk ~~and a license plate~~ to carry on the business of junk shop keeper or junk dealer within the City, for a term ending December 31 succeeding the granting of such license. The license ~~plate~~ shall be placed in a conspicuous place ~~on~~ in the license owner's vehicle to be clearly visible from the outside.

Section 2. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Section 3. If any provisions of this Ordinance are found to be invalid for any reason, by the final judgment of a Court of competent jurisdiction, the validity of such portions shall not affect the validity of the remaining provisions of this Ordinance, which shall be severed therefrom.

Section 4. This Ordinance shall take effect immediately upon final passage and publication as required by law.

(Latest changes to ordinance are indicated by underline with deletions being shown by ~~strikeouts~~.)

Dated:

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing ordinance was duly

Approved:

passed by the Common Council of said City at a regular meeting held on

Mayor

City Clerk

Resolution (ID # 4514)
November 1, 2016

EXTEND THANKSGIVING PARKING HOLIDAY WEEKEND TO INCLUDE SATURDAY AFTER THANKSGIVING 2016 AND DESIGNATE SAME AS A PARKING HOLIDAY PERMANENTLY

WHEREAS, for several years Summit Downtown, Inc. (SDI) has submitted a request asking the City to extend the Thanksgiving and Friday parking holidays to include the Saturday after Thanksgiving, in conjunction with a commercial shopping campaign entitled "Small Business Saturday," which offers special incentives to small businesses on the Saturday of Thanksgiving weekend to encourage support of small businesses, and

WHEREAS, this year, SDI and the Suburban Chamber of Commerce (the Chamber) have requested Council consideration to include the Saturday after Thanksgiving as a permanent parking holiday, and

WHEREAS, with the support of many of the downtown merchants, SDI and the Chamber feel that participating in "Small Business Saturday" and offering customers free parking on the Saturday after Thanksgiving will benefit both the downtown businesses as well as the customers of the downtown, and

WHEREAS, in the spirit of supporting the downtown businesses and the kick-off of this and future holiday shopping seasons, the governing body agrees to grant the joint request from SDI and the Chamber to designate the Saturday after Thanksgiving a parking holiday, permanently.

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

1. That it does hereby extend Thanksgiving weekend parking holidays in the downtown to include the Saturday after Thanksgiving, effective November 26, 2016.

2. That the Saturday after Thanksgiving going forward shall be included on the list of Parking Holidays in the City of Summit effective November 26, 2016.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

PARKING SERVICES AGENCY

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

MEMORANDUM

RECEIVED
OCT 11 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

To: Mayor Radest and Members of Common Council
From: Rita M. McNany, Parking Services Manager
Date: October 11. 2016
Re: SDI Parking Free Parking Request – Summary and Report

As discussed at the September 20, 2016 Council Meeting, I met with representatives of SDI and the Chamber of Commerce to discuss their requests for free parking during the holidays. Many avenues were considered such as:

DeForest Lots – Free Parking

It was agreed that if the DeForest Lots gates were opened during the holiday season sufficient turnover of spaces would not be obtained. The high risk of all day parking would occur diminishing customer parking during the holiday season.

In addition, it was felt that changing the hours and/or rates of the DeForest Lots during the holiday season would confuse the public's expectation of continued free parking.

Vouchers were examined and it was determined that as in the past it became widely abused and; therefore, was not a viable option.

SDI's Board of Trustees agreed to purchase $1500 worth of $1.00 Coupons from the City at $.75 on the dollar for merchants to assist with shopper parking at the DeForest Lots.

The following ideas were recognized by both the Chamber and SDI as viable options if Council were to agree:

Saturday after Thanksgiving – Small Business Saturday

As in past years, make the Saturday after Thanksgiving a parking holiday. The Friday after Thanksgiving is already a parking holiday. The Chamber and SDI are also requesting that the Saturday after Thanksgiving become a permanent parking holiday.

Free Parking at the 90-minute meters from December 12 – December 24, 2016.

The meters could be bagged stated 90-minutes free parking and that the time limit will be strictly enforced. I would suggest we try this for one year to determine how effective this program would be. Certainly the new ALPR (Automated License Plate Recognition) equipment will assist Parking Services in sufficient enforcement of these meters.

Therefore, for your consideration at the October 18th Council meeting is to approve both requests presented. Please feel free to contact me with any questions.

(Pending DAR Discussion)

EXTEND THANKSGIVING PARKING HOLIDAY WEEKEND TO INCLUDE SATURDAY AFTER THANKSGIVING 2016 AND DESIGNATE SAME AS A PARKING HOLIDAY PERMANENTLY

October 18, 2016

WHEREAS, for several years Summit Downtown, Inc. (SDI) has submitted a request asking the City to extend the Thanksgiving and Friday parking holidays to include the Saturday after Thanksgiving, in conjunction with a commercial shopping campaign entitled "Small Business Saturday," which offers special incentives to small businesses on the Saturday of Thanksgiving weekend to encourage support of small businesses, and

WHEREAS, this year, SDI and the Suburban Chamber of Commerce (the Chamber) have requested Council consideration to include the Saturday after Thanksgiving as a permanent parking holiday, and

WHEREAS, with the support of many of the downtown merchants, SDI and the Chamber feel that participating in "Small Business Saturday" and offering customers free parking on the Saturday after Thanksgiving will benefit both the downtown businesses as well as the customers of the downtown, and

WHEREAS, in the spirit of supporting the downtown businesses and the kick-off of this and future holiday shopping seasons, the governing body agrees to grant the joint request from SDI and the Chamber to designate the Saturday after Thanksgiving a parking holiday, permanently.

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

1. That it does hereby extend Thanksgiving weekend parking holidays in the downtown to include the Saturday after Thanksgiving, effective November 26, 2016.

2. That the Saturday after Thanksgiving going forward shall be included on the list of Parking Holidays in the City of Summit effective November 26, 2016.

Dated: October 18, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 18, 2016.

City Clerk

DRAFT

PARKING SERVICES AGENCY

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

enjoy summit

MEMORANDUM

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

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

THANKSGIVING WEEKEND

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

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

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

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

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

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

DECEMBER FREE PARKING – STREET METERS – DOWNTOWN CORE

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

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

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

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

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

Recommendations

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

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

GS (DAR)

Licatese, Rosemary

RECEIVED
JUN 21 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

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

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

Sent from my iPhone

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

Dear Council President,

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

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

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

Many thanks for this consideration.

Summit Downtown, Inc.
18 Bank Street, Ste. 108
Summit, NJ 07901
908.277.6100
F 908.273.9256
www.summitdowntown.org

<RequestFreePkSat2016.docx>

Attachment: memo & Request for Free Parking Saturday after Thanksgiving (4514 : SDI Request for Permanent Free Parking Holiday for the

THE CITY OF SUMMIT

NEW JERSEY

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

www.cityofsummit.org

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

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

June 22, 2016

Ms. Marin Mixon
office@summitdowntown.org

Via Email

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

Dear Ms. ~~Mixon~~: Marin

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

1. The correspondence is copied to the Mayor and Council and to the appropriate Department Head for action by the appropriate Committee.

2. The Committee reviews the correspondence and, if appropriate, provides a recommended course of action to the Common Council.

3. If Council action is recommended, the item will appear on the Council agenda for consideration by the Common Council.

In this case, the matter about which you wrote was referred to the General Services Committee, whose contact is Rita McNany, Parking Services Manager. Ms. McNany may be reached at 908-522-5100 should you have any questions regarding the status of your correspondence.

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

Sincerely,

Rosemary Licatese Rosie

Rosemary Licatese

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

Attachment: memo & Request for Free Parking Saturday after Thanksgiving (4514 : SDI Request for Permanent Free Parking Holiday for the

Resolution (ID # 4515)
November 1, 2016

AUTHORIZE FREE PARKING AT 90-MINUTE METERS FROM DECEMBER 12 THROUGH DECEMBER 24, 2016

WHEREAS, Summit Downtown, Inc. (SDI) and the Suburban Chamber of Commerce (the Chamber) have submitted a joint request asking the City to consider allowing free parking from December 12 through December 24, 2016 to encourage more visitors and shopping in the downtown during the 2016 holiday season, and

WHEREAS, both SDI and the Chamber feel that by offering customers free parking during the holidays, this effort will benefit both the downtown businesses as well as the customers of the downtown, and

WHEREAS, as a result of a meeting with SDI and the Chamber, in response to the joint request, it is the recommendation of the Parking Services Manager to establish a pilot program which would require bagging 90-minute meters in the downtown from December 12 through December 24, 2016, and

WHEREAS, while the 90-minute meters shall remain covered during the aforementioned period of time, the Parking Services Manager advises that to encourage turnover at these meters, the 90-minute time limit will be strictly enforced, and

WHEREAS, in the spirit of supporting the downtown businesses, the governing body agrees to conduct a pilot program for 2016, as recommended by the Parking Services Manager.

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

1. That it does hereby authorize a pilot program for free parking at 90-minute meters in the downtown from December 12 through December 24, 2016.

2. That in order to encourage turnover, the time limit at the 90-minute meters shall be enforced.

3. That at the completion of the free parking period, the Parking Services Manager shall provide a report to the governing body as to the effectiveness of the pilot program.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

PARKING SERVICES AGENCY

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

MEMORANDUM

RECEIVED
OCT 11 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

To: Mayor Radest and Members of Common Council
From: Rita M. McNany, Parking Services Manager
Date: October 11. 2016
Re: SDI Parking Free Parking Request – Summary and Report

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DeForest Lots – Free Parking

It was agreed that if the DeForest Lots gates were opened during the holiday season sufficient turnover of spaces would not be obtained. The high risk of all day parking would occur diminishing customer parking during the holiday season.

In addition, it was felt that changing the hours and/or rates of the DeForest Lots during the holiday season would confuse the public's expectation of continued free parking.

Vouchers were examined and it was determined that as in the past it became widely abused and; therefore, was not a viable option.

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(pending DAR discussion)

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DECEMBER 12 THRU DECEMBER 24, 2016

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City Clerk

DRAFT

PARKING SERVICES AGENCY

CITY HALL, 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901
908-522-5100
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enjoy summit

MEMORANDUM

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

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Attachment: memo-Request Free Parking Dec 12-24 (4515 : Free Parking During Christmas Holiday at 90 minute meters)

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

Attachment: memo-Request Free Parking Dec 12-24 (4515 : Free Parking During Christmas Holiday at 90 minute meters)

Always at the Top
Summit DOWNTOWN

RECEIVED
FEB 16 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

February 24, 2016

GS (DAR)

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

Dear Michael and Mike,

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

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

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

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

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

Many thanks,

Tony Melchionna

Tony Melchionna
Chairman, SDI Board of Trustees

Michael Shapiro

Michael Shapiro
Chairman, Suburban Chambers of Commerce

18 Bank Street, Suite 108, Summit, NJ 07901 P.O. Box 1502 Office: 908.277.6100 Fax: 908.273.9256
SummitDowntown.org

Attachment: memo-Request Free Parking Dec 12-24 (4515 : Free Parking During Christmas Holiday at 90 minute meters)

THE CITY OF SUMMIT

NEW JERSEY

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

www.cityofsummit.org

Rosemary Licatese
City Clerk
Secy. to Mayor & Council
(908) 273-6400
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Deputy City Clerk
(908) 273-6400
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sviveiros@cityofsummit.org

February 18, 2016

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

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

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

Dear Mr. Melchionna & Mr. Shapiro:

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

1. The correspondence is copied to the Mayor and Council and to the appropriate Department Head for action by the appropriate Committee.

2. The Committee reviews the correspondence and, if appropriate, provides a recommended course of action to the Common Council.

3. If Council action is recommended, the item will appear on the Council agenda for consideration by the Common Council.

In this case, the matter about which you wrote was referred to the General Services Committee, whose contact is Parking Services Manager, Rita McNany. Ms. McNany may be reached at 908-522-5100 should you have any questions regarding the status of your correspondence.

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

Sincerely,

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

Attachment: memo-Request Free Parking Dec 12-24 (4515 : Free Parking During Christmas Holiday at 90 minute meters)

Resolution (ID # 4527)
November 1, 2016

AUTHORIZE NEGOTIATED CONTRACT - TATLOCK PARK BLEACHER RENOVATION PROJECT - $740,823.00

WHEREAS, bids were received for the Tatlock Park Bleacher Renovation Project on two occasions, May 24, 2016 and July 12, 2016, and

WHEREAS, all bids were rejected on both occasions pursuant to N.J.S.A. 40A:11-13.2.a because they exceeded the cost estimate for the project, and

WHEREAS, Common Council authorized negotiations for this project on July 26, 2016 pursuant to NJSA 40A:11-5(3), and

WHEREAS, the Director of Community Programs advises that Cypreco Industries, Inc. has provided a proposal dated October 18, 2016 to complete the project with minor adjustment to the painting process, deadline date, and mobilization of the project for a cost of $740,823.00, and

WHEREAS, the cost of said service is $740,823.00 and funds are available in account #C-04-30-084-00A-070, 6-28-72-200-FUF-EXP, and C-04-50-017-000-000, and have been certified by the City Treasurer, attached hereto, and

WHEREAS, the Director of Community Programs recommends awarding the negotiated contract for the Tatlock Park Bleacher Renovation Project to Cypreco Industries, Inc., PO Box 822, 1420 9th Avenue, Neptune, NJ 07753.

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

. That the Mayor and City Clerk are hereby authorized and directed to sign an agreement with Cypreco Industries, Inc., PO Box 822, 1420 9th Avenue, Neptune, NJ 07753, as described herein.

. This contract is awarded without competitive bidding as exception in accordance with N.J.S.A. 40A:11-5(3) of the Local Public Contracts Law because it has been advertised unsuccessfully on two occasions.

. That Cypreco Industries, Inc. shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 52:32-44 (Business Registration), and the City's insurance requirements.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Department of Community Programs
R - General Services

www.cityofsummit.org

Meeting: 11/01/16 07:30 PM

RESOLUTION (ID # 4527)

DOC ID: 4527

TO: Mayor and Common Council

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

DATE:

SUMMARY

The City of Summit received two bids for the Investors Bank Field Bleacher and Press Box rehabilitation project on Tuesday, July 12, 2016. After consultation with our design firm PPD, we recommended the bid be rejected per N.J.S.A 40 A: 11-13.2a as the bids both exceeded the design estimates. The lowest bidder was Cypreco Industries of Neptune, NJ for the base bid of $763,823. The second bid was from Zenith Construction Services of Orange, NJ for $883,000.

This was the second unsuccessful bid for the project. The first bid process (May 24, 2016) had only one responsible bidder, Cypreco Industries of Neptune, NJ at the price of $783,823. That bid was rejected due to the cost exceeding the earlier estimates.

Following the second unsuccessful bid, the Common Council passed a resolution authorizing the Department of Community Programs to notify both bidders of the interest in negotiating the cost of the project without substantial change to the project. Both firms were notified.

Cypreco Industries chose to enter into negotiations with the DCP and Tom Miller of PPD our design firm.

Cypreco Industries agreed to perform the work specified in the original bid document with a minor adjustment to the painting process, deadline date and mobilization of the project at the cost of **$740,823**. The project will be completed by Friday, June 16, 2017. They also agreed to mobilize upon contract completion and allow for limited use of Investors Bank Field and Track area during construction in the later winter and early spring of 2017.

Although this was an arduous process and cost us the loss of time in getting the project completed, we did see a cost savings of $43,000 from the actual first bid. We feel that this price reflects the current cost of these types of time sensitive projects, which seem to be escalating throughout the region.

The funding is available through the following accounts:

- C-04-30-084-00A-070 $480,000.00
- 6-28-72-200 FUF-EXP (Field Restoration Fund) 50,000.00
- C-04-50-017-000-000 $210,823.00

$740,823.00

Note: We will be receiving a matching grant through the Kids Recreation Trust Fund Grant Program for 2016 in the amount of $50,000.00 upon completion of the project.

We recommend the award of a contract to Cypreco Industries of Neptune, NJ for the cost of $740,823.00.

(iii) Any minor amendment or modification of any of the terms, conditions, restrictions and specifications, which were the subject of competitive bidding pursuant to section 4 of P.L.1971, c.198 (C.40A:11-4), shall be stated in the resolution awarding such contract; provided further, however, that if on the second occasion the bids received are rejected as unreasonable as to price, the contracting agent shall notify each responsible bidder submitting bids on the second occasion of its intention to negotiate, and afford each bidder a reasonable opportunity to negotiate, but the governing body shall not award such contract unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any responsible vendor, and is a reasonable price for such goods or services.

CYPRECO INDUSTRIES, INC.

P.O. Box 822, 1420 9th Avenue, Neptune, N.J. 07753 | T: 732.775.3700 | F: 732.775.3660

October 18, 2016

Judith Leblein Josephs, C.P.R.P.
Director
Department of Community Affairs
100 Monmouth Avenue
Summit, NJ 07901

Reference: Bleacher Replacement at Investors Bank Field – Summit NJ

Dear Mrs. Josephs,

As per our meeting of negotiations for the Investors Bank Field Bleacher Replacement Project, Cypreco Industries Inc. agrees to the following modifications to our bid dated 6/21/16.

Modify the painting of the bleacher supports to only painting the seat mounts, top and bottom. This process will be on all three sections of bleachers. Once current seat planks are removed, paint only the seat mount per the paint specifications, prior to replacing the set planks.

We agree to complete the project by Friday, June 16, 2017.

We agree to isolate/minimize the construction area to accommodate field and track use during construction.

We agree to modify our base bid to $740,823.00 from $763,823.00.

We look forward to working with you and your staff at the Department of Community Affairs.

Sincerely,

Savas C. Tsivicos,
CEO
Cypreco Industries Inc.

SCT/rmg
Tatlock Park Bleachers

Attachment: Negiotiation Aggreement _ 10202016 (4527 : Authorize Negotiated Contract - Tatlock Park Bleacher Renovation Project -

City of Summit

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

NO. 16-03525

ORDER DATE: 10/21/16
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

SHIP TO

COMMUNITY PROGRAMS DEPARTMENT
CITY OF SUMMIT
100 MORRIS AVENUE
SUMMIT, NJ 07901

VENDOR

VENDOR #: CYPRECOI

CYPRECO INDUSTRIES INC
1420 9TH AVENUE
NEPTUNE, NJ 07753

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #22-6002329 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	IB FIELD BLEACHERS & PRESS BOX	C-04-30-084-00A-070	480,000.0000	480,000.00
1.00	IB FIELD BLEACHERS & PRESS BOX	6-28-72-200-FUF-EXP	0.0000	0.00
1.00	IB FIELD BLEACHERS & PRESS BOX	6-28-72-200-FUF-EXP	50,000.0000	50,000.00
1.00	IB FIELD BLEACHERS & PRESS BOX	C-04-50-017-000-000	210,823.0000	210,823.00
			TOTAL	740,823.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION DATE

TAX ID NO. OR SOCIAL SECURITY NO.

OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD DATE

VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.
MAIL VOUCHER & ITEMIZED BILLS TO:

City of Summit

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

City Treasurer/CFO

Attachment: CYPRECO COF PO (4527 : Authorize Negotiated Contract - Tatlock Park Bleacher Renovation Project - $740,823.00)

Certification of Availability of Funds

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

Resolution Date: 11/1/2016
Resolution Doc Id: 4527

Vendor: Cypreco Industries, Inc.
1420 9th Avenue
Neptune, NJ 07753

Purchase Order Number: 16-03525

Account Number	Amount	Account Description
C-04-30-084-00A-070	$480,000.00	3084A DCP Tatlock Field Bleachers
6-28-72-200-FUF-EXP	50,000.00	RT-Field User Fees Expenses
c-04-50-017-000-000	210,823.00	Reserve for Recreation Kids Trust
Contract Total	$740,823.00	

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

Margaret V. Gerba
City Treasurer/CFO

Resolution (ID # 4564)
November 1, 2016

AUTHORIZE THE NAMING OF THE MILES MACMAHON VAN

WHEREAS, Miles MacMahon served as the Senior Citizen Representative on the Department of Community Programs Advisory Board as well as various other boards, commissions, Hometowne TV and other City non-profit agencies, and

WHEREAS, when the need for a new leader arose, Miles agreed to serve as the Chairman of the Senior Connections Bus Board, and

WHEREAS, Miles spent countless hours researching and documenting the transportation needs of Summit's aging population, and

WHEREAS, Miles MacMahon was a tireless volunteer whose goal was to maintain the City of Summit as a safe and healthy place for seniors to grow old gracefully and as a cherished part of the community.

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

That the 15-Passenger Van awarded to the City of Summit through the Union County Board of Chosen Freeholders "Seniors in Motion" Grant be named the "Miles MacMahon Van" in gratitude for his service, wit and wisdom.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Resolution (ID # 4522)
November 1, 2016

AMEND PERSONNEL POLICY

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

That City's Personnel Policies & Procedure Manual, be and it is hereby amended to reflect the revisions outlined in the memo, dated September 30, 2016, from the Assistant to the City Administrator, which is attached hereto.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

ADMINISTRATOR'S OFFICE
Phone: 908-522-3600 Fax: 908-273-2977

Memo

To: Michael F. Rogers, City Administrator
From: Megan Champney, Assistant to the City Administrator
CC: File
Date: 9/30/2016
Re: Personnel Policies & Procedures Manual – Revisions

This memorandum is intended to provide an overview of the changes to the Personnel Policies and Procedures Manual and accompanying documents.

- Modification to Anti-Discrimination Policy/American's with Disabilities Act Policy and Employment Application to comply with the New Jersey Pregnant Worker's Fairness Act. The foregoing referenced policies and application were amended to comply with the New Jersey Pregnant Worker's Fairness Act, which amended the Law Against Discrimination to prevent discrimination based upon pregnancy, childbirth or pregnancy related medical condition. It also requires employers to provide reasonable accommodation. (JIF Required)
- Modification to Reporting and Resolution Process throughout manual (JIF Required)
- Modification to General Anti-Harassment Policy. Add civil union status as well as language regarding harassment of non-employees by City employees is prohibited. (JIF Required)
- Modification of Whistleblower Policy to reflect changes regarding CEPA and acknowledgement of policy. (JIF Required)
- Modification to Conflict of Interest Policy to include meals and entertainment (JIF Required)
- Modification to Employee Discipline Policy to include language regarding solicitation of City property and language to include discipline related to a disorderly persons offense as well as unauthorized use of City computers, Internet and email. (JIF Required)
- Modification to the Communication Media Policy to reflect changes in technology and practices of government. (JIF Required)
- Added Social Media Policy (Language provided by City's Labor Attorney)
- Addition of Employee Dating Policy. This policy is an optional policy to require supervisor/subordinate dating to notify human resources/Personnel Officer. (JIF Recommended)
- Addition of I9 language to the Employment Procedure in Section 5. Background Checks & Procedures for Candidates, Employees and Volunteers (JIF Required)
- Modification to Open Public Meetings Act Procedures concerning Personnel Matters. (JIF Required)
- Added list of Model Forms in Table of Contents – Section 6 (forms to be included with distribution of final manual)
- Model Employment Application to be compliant with Ban the Box Legislation. In March 2015, New Jersey's Ban the Box Legislation became effective, which prohibits employers from asking on an employment application about a candidate's criminal background. Therefore, we have eliminated the question from the standard job application. (JIF Required)
- CEPA Notice – Removed outdated CEPA Notice and replaced with most current version. (JIF Required)

City of Summit, NJ

PERSONNEL

POLICIES AND PROCEDURES

MANUAL

October 2009
Revised ~~May~~ October~~2014~~2016

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Equal Opportunity Employer

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- Employee Payroll Authorization Form
- Employee Performance Review Form
- Employee Complaint Form
- Counseling Action Plan Form
- Request to Fill A Personnel Vacancy
- Request for Extension of Leave
- Transitional Duty Placement Form
- Voluntary Leave Request Form
- Acknowledgement of Receipt Letter

*Policies Required by Joint Insurance Fund

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Establishing the Personnel Policy and Procedure Manual:*

Purpose of the Manual

This Personnel and Procedure Manual is to inform employees of the City of Summit of the existing policies and procedures covering employment with the City. This manual generally describes the current personnel policies, procedures and rules, and supersedes and replaces all previous statements of policies, rules and procedures. Since no one can anticipate every situation, the City reserves the right to exercise its sole discretion in interpreting and applying this manual. The City reserves the right to amend its policies, procedures and practices, including those set forth in this manual, as it may deem necessary or appropriate.

To the maximum extent permitted by law, the employment practices of the City of Summit shall operate under the legal doctrine known as "employment at will". Within federal and state law and any applicable bargaining unit agreement, the City shall have the right to terminate an employee at any time and for any reason, with or without notice, except the City shall comply with all federal and state legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal. Neither this manual nor any other City guidelines, policies or practices create an employment contract.

This Policy and Procedure Manual is subject to review and change from time to time, which change may include additions or deletions. As these changes are adopted, employees will be notified of them in writing and the new policies and/or procedures will be incorporated into this manual.

No agreements contrary to the provisions of this manual may be made with individual employees, except with the express and written consent of the Common Council of the City of Summit.

Policy

Policy is adopted and approved management position and approach toward the handling of matters relating to the administration of personnel actions.

Procedure

Procedure is the approved method for implementation of a policy.

Scope

The Personnel Policy and Procedure Manual applies to all employees of the City of Summit, except those employees who are covered by written labor agreements. With respect to those employees, to the extent that the labor agreements supersede these policies and procedures, the labor agreements shall govern. To the extent that the labor agreements are silent, these policies and procedures shall govern.
The policies and procedure stated in this manual are not intended to abrogate, supersede or conflict with:

1. Federal or state law or the Administrative Code of the State of New Jersey;
2. City of Summit Charter
3. Ordinances of the City of Summit.

Adoption of the Manual

Policies defined in this manual may be adopted, modified, repealed or amended only by action of the Common Council of the City of Summit.

Procedures described in this manual shall be considered the normal procedures to be used by City staff in carrying out the policies defined in the manual. In recognition that circumstances may occasionally warrant departures from these procedures, the City Administrator may vary these procedures provided the alternative procedures fulfill the purposes of the policies.

Distribution and Interpretation of the Manual

The manual will be distributed to all department heads by the City Administrator. It is the responsibility of the department heads to ensure that their copies of this manual are always up to date and available to all employees. They shall also assure uniform compliance with it after conferring with the City Administrator concerning interpretation of its policies and procedures. The City Administrator will distribute any written interpretations of the policies and procedures.

Review of the Manual

This manual will be reviewed and modified from time to time, as needed. Revisions approved by the Common Council will be distributed to all department heads by the City Administrator, for updating departmental manuals.

It shall be the responsibility of department heads and supervisors to notify the City Administrator of any questions or problems of interpretation of this manual created by the application of its terms or brought by any employee.

Interpretation of the Manual

Please direct any questions regarding these policies to the City Administrator, who is the only person authorized to interpret these policies formally. Any interpretation by any other City employee, regardless of rank or status, should be considered informal and is not binding on the City.

SECTION ONE

Policies Relating to Employee Rights and Obligations:

1-1. Anti-Discrimination Policy:* (revised ~~June 2012~~October 2016)

The City of Summit is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination ~~(LAD)~~ as amended by the New Jersey Pregnant Worker's Fairness Act (LAD). Under no circumstances will the City discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, liability for service in the United States armed forces, and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer their Department Head or City Administrator.

It is also the policy of the City to foster a diverse workforce. Recruitment for new employees shall be open including a wide advertisement for all new positions.

These policies shall be applied to all phases of employment such as recruitment, selection, appointment, placement, promotion, demotion, transfer, training, wages, benefits, working conditions, layoff, recall, discharge, disciplinary action, performance evaluation and use of all City facilities.

Reporting and Resolution Process

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Employees ~~have the following options available to them in pursuing a concern~~who observe actions they believe to constitute harassment, sexual harassment, or any other workplace wrongdoing should immediately:

- Report to your supervisor or department head. If the complaint involves the immediate supervisor, report it to the next level of management, or~~.~~
- Report your concern to the Chief Financial Officer, or
- Report your concern to any department head, or
- Report your concern to the City Administrator

Employees are encouraged to present their complaint in writing using the Employee Complaint form, but a verbal report is acceptable. If an employee chooses to make a verbal report, the manager who is receiving the complaint will prepare written notes of the complaint, following the format of the Employee Complaint form. The employee will be asked to affirm the recorded notes, preferably in writing.

Reporting of such incidents is encouraged both when an individual feels that he or she is subject to such incidents, or observes such incidents in reference to other individuals.

Employees should report incidents in writing using the Employee Complaint form, but may make a verbal complaint at their discretion. If an individual has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above.

Any Department Head receiving a complaint should advise the City Administrator immediately. The City Administrator is responsible for the confidential, timely and thorough investigation of all complaints, involving legal counsel and other resources as appropriate. Every effort will be made to protect the privacy of both the employee reporting the complaint and the person(s) named.

No individual will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If, upon investigation, it is determined that a violation has occurred, the City of Summit will take appropriate disciplinary action up to termination. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. The complaining individual will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

1-2. Americans with Disabilities Act Policy/New Jersey Pregnant Worker's Fairness Act:* (revised June 2012October 2016)

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination, as amended by the New Jersey Pregnant Worker's Fairness Act (LAD), the City of Summit does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. The City will endeavor to make every work environment handicap accessible and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is the policy of the City of Summit to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act and LADthe New Jersey Law Against Discrimination. We will not discriminate against any qualified employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities or pregnant, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the City.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting City facilities. Any questions concerning proper assistance should be directed to the City Administrator.

The City Administrator shall initiate an interactive dialogue with disabled employees and prospective employees to identify reasonable accommodations. All decisions with regard to reasonable accommodation shall be made by the City Administrator. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the City to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

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1-3. Contagious, Life Threatening Illnesses Policy:* (revised June 2012)

An employee must immediately report a medical diagnosis to the City if the employee has contracted a contagious life-threatening illness that may pose a hazard to other employees or to the public. Failure to report such a diagnosis will subject the employee to disciplinary action.

If an employee has contracted a contagious, life-threatening illness on the job, the situation will be dealt with in accordance with the laws and rules governing on-the-job injuries and workmen's compensation.

If an employee has contracted a contagious, life-threatening illness anywhere other than on the job, sick leave and other forms of leave will be granted in accordance with the policies covering those leaves.

The City of Summit encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The City shall make reasonable accommodations to known physical and mental limitations of all employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the City.

An employee may be required to utilize paid leave until the nature of the illness, and the hazards it may pose to others, have been determined.

For purposes of this policy:

- "Contagious, life-threatening illness" means any communicable illness that must be reported to public health authorities under the terms of state or federal laws or administrative regulations.

- "that may pose a hazard to other employees or to the public" means a diagnosis must be reported if, in the course of an employee's normal work activities, the employee could spread the contagious life-threatening illness to other employees or to people with whom the employee comes in contact.

An employee who is diagnosed with a contagious life-threatening disease should inquire of the physician whether the disease might be spread to co-workers or the public, given the employee's normal work activities. If the physician reports that the danger of transmission is present, the employee must report the fact to the City.

The City will take reasonable precautions to protect such information from inappropriate disclosure, including the following:

- Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.

- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record report or evaluation, or otherwise disclose the person's identity unless it is vital to the audit or evaluation.

- Information may be disclosed to the Department of Health as required by the State or Federal law.

An employee may inquire, in confidence, of the health director concerning the applicability of this policy to a particular diagnosis.

A department head, upon learning of a diagnosis, will consult with the City Administrator and the City physician to determine whether the employee poses a risk to other employees or the public.

The City may direct the employee to take paid leave while the City determines whether the employee poses a medical risk to others.

Managers and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

1-4. Safety Policy:

The City of Summit will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (PEOSHA). The City is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action. Any occupational or public unsafe condition, practice, procedure or act must be immediately reported to the supervisor or Department Head. Any on-the-job accident or accident involving City of Summit facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Head, but no later than twenty-four (24) hours following the incident.

The City of Summit has appointed a Risk Management Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Risk Management Committee Representative.

1-4.1. Transitional Duty Policy (added February 2012)

The City will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Transitional duty is not guaranteed and will normally not exceed 45 workdays, but may exceed 45 days at the discretion of the City Administrator. If a department already has one employee on transitional duty, it is unlikely that another employee from that department will be assigned transitional duty.

An employee requesting transitional duty or the Workers Compensation Physician shall notify the City Administrator as soon as the temporarily disabled employee is able to return to work with restrictions. The City may require a physician certification for such a request. Transitional duty will only be assigned if the employee will likely be able to fully perform the essential functions of the position after the transitional duty period. The Town Administrator will consult with the Department Head to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's normal department. The City Administrator will decide if it is in the best interest of the City to approve a transitional duty request and will notify the employee of the decision. The City reserves the right to terminate the transitional duty assignment at any time
without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers Compensation Physician. In such cases, failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the City Administrator who will, whenever possible, render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the City Administrator. If transitional duty is approved, the employee or Workers Compensation Physician must keep the City Administrator informed of the medical progress. (Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy
appointments but must request leave time for any other reason.) If at the end of the transitional duty period the employee is not able to return to work without restrictions, the City reserves the right at its sole discretion to extend the transitional duty or place the employee back on Workers Compensation or disability. This policy does not affect an employee's rights under the Americans
with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

1-5. Drugs and Alcohol Policy:*

The City of Summit recognizes that the use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. While performing work for the City, or when an employee may reasonably assume that a recall may occur, no amount

of alcohol or drug use is considered "safe". Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head will immediately report any reasonable suspicions to the City Administrator.

Employees will not report to work nor will they operate machinery while under the influence of alcohol. Employees who reasonably assume that they may be recalled to work for an emergency must not become intoxicated. Employees who are using prescription drugs according to their physician's directions must discuss with their physician and supervisor any job-safety concerns related to the effects of those drugs. Employees must inform their supervisors about their use of any prescription drugs that bear warnings against use of machinery or other warnings about physical or mental performance being affected.

Employees may not drive on City business while under the influence of alcohol and/or drugs. Employees assigned City vehicles may not drive them while under the influence of alcohol and/or drugs.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

Employees who are allowed to enroll in alcohol-or-drug-rehabilitation programs in lieu of termination, as a result of a management referral, must consent to:

1. Signing a waiver that return to the use of alcohol, narcotic drugs or other controlled dangerous substances, or failure to complete the rehabilitation program, will result in automatic and immediate termination of employment.

2. Mandatory periodic or random testing after return to duty after completion of the rehabilitation program.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on City premises or during work hours by employees is strictly prohibited. If alcohol is served at City functions or other business-related social functions, employees and their guests must use it responsibly. Management should take steps to ensure that this happens. Action may be taken against an employee for misconduct at these functions.

Employees must notify their supervisor within five (5) days of conviction for a drug violation.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor or Department Head who is required to maintain the confidentiality of any information regarding an employee's medical condition. City personnel who hold a Commercial Driver's License (CDL) are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy. A program to assist employees who may have a drug/alcohol problem is provided through the City's Employee Assistance Program.

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on City property or while performing City business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

Some employees are covered by other laws and regulations concerning alcohol and drug use. This includes police officers and employees with commercial driver's licenses. It is the intention of these policies and procedures to complement those laws and regulations and not to contradict them or lessen their effect upon employees.

1-6. Workplace Violence Policy:* (revised ~~June 2012~~October 2016)

The City of Summit will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on City property, at City events or under other circumstances that may negatively affect the City's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on City property or while on City business except with the authority of the Police Chief; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported. The City will actively intervene in any potentially hostile or violent situation.

Reporting and Resolution Process

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- Report your concern to the Chief Financial Officer, or
- Report your concern to any department head, or
- Report your concern to the City Administrator

Employees are encouraged to present their complaint in writing using the Employee Complaint form, but a verbal report is acceptable. If an employee chooses to make a verbal report, the manager who is receiving the complaint will prepare written notes of the complaint, following the format of the Employee Complaint form. The employee will be asked to affirm the recorded notes, preferably in writing.

Reporting of such incidents is encouraged both when an individual feels that he or she is subject to such incidents, or observes such incidents in reference to other individuals. Employees should report incidents in writing using the Employee Complaint form, but may make a verbal complaint at their discretion. If an individual has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above.

Any Department Head receiving a complaint should advise the City Administrator immediately. The City Administrator is responsible for the confidential, timely and thorough investigation of all complaints, involving legal counsel and other resources as appropriate. Every effort will be made to protect the privacy of both the employee reporting the complaint and the person(s) named.

No individual will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If, upon investigation, it is determined that a violation has occurred, the City of Summit will take appropriate disciplinary action up to termination. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. The complaining individual will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

1-7. General Anti-Harassment Policy:* (revised ~~June 2012~~October 2016)

It is the City of Summit's policy to prohibit harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry,

age, gender identity or expression, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States armed forces, and/or any other characteristic protected by law. Harassment of non-employees by City of Summit employees is also prohibited. While it is not easy to define precisely what harassment is, it includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, caricatures or representations of persons using electronically or physically altered photos, drawings or images, and other similar verbal, written, printed or physical conduct.

If an employee witnesses or believes to have experienced harassment, immediate notification to the supervisor or other appropriate person should take place.

Harassment of any employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor. Appropriate action will be taken against any non-employee.

Notification of appropriate personnel of any harassment problem is essential to the success of this policy and the City of Summit generally. The City cannot resolve a harassment problem unless it knows about it. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of the appropriate officials so that steps are taken to correct them.

Violation of this harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

Reporting and Resolution Process

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constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above.

Any Department Head receiving a complaint should advise the City Administrator immediately. The City Administrator is responsible for the confidential, timely and thorough investigation of all complaints, involving legal counsel and other resources as appropriate. Every effort will be made to protect the privacy of both the employee reporting the complaint and the person(s) named.

No individual will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If, upon investigation, it is determined that a violation has occurred, the City of Summit will take appropriate disciplinary action up to termination. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. The complaining individual will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

1-8. Anti-Sexual Harassment Policy:* (revised ~~June 2012~~October 2016)

It is the City of Summit's policy to prohibit sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The City prohibits sexual harassment from occurring in the workplace or at any other location at which City-sponsored activity takes place. Sexual harassment of non-employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly in exchange for a benefit;
- Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes, invitations, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; "off-color" jokes; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or other appropriate person.

Harassment of City employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor. Appropriate action will be taken against any non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the City of Summit generally. The City cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

Reporting and Resolution Process

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1-9. "Whistle Blower" Policy:* (revised October 2016)

Employees have the right under the "Conscientious Employee Protection Act (CEPA)" to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law without fear or retaliation or reprisal.. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received, read, and understood this letter will be included in the employee's official personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. This right will also be communicated in the Personnel Policies and Procedures Manual. All complaints will be taken seriously and promptly investigated.

The City shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, the City Administrator, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;

- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or

- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the City. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergent in nature. Employees are encouraged to complain in writing using the Employee Complaint form, but may make a verbal complaint at their discretion. Under the law, the employee must give the City a reasonable opportunity to correct the activity, policy or practice. The administration of whistle blower complaints is not subject to the limitations in the Grievance Policy.

1-10. Employee Complaint Policy:* (revised ~~June 2012~~October 2016)

Reporting and Resolution Process

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Any Department Head receiving a complaint should advise the City Administrator immediately. The City Administrator is responsible for the confidential, timely and thorough investigation of all complaints, involving legal counsel and other resources as appropriate. Every effort will be made to protect the privacy of both the employee reporting the complaint and the person(s) named.

No individual will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If, upon investigation, it is determined that a violation has occurred, the City of Summit will take appropriate disciplinary action up to termination. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. The complaining individual will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

1-11. Grievance Policy:

The City of Summit is committed to a working environment that supports open discussion and prompt resolution of job-related issues or concerns. To facilitate this, a grievance policy has been established.

Scope: A "grievance" is a disagreement or dispute between the employee and the City concerning the terms of this manual or other matters affecting the relationship between the employee and the City.

POLICY

The City of Summit recognizes that from time-to-time, job-related issues may arise in the workplace. Prompt resolution of these issues and concerns is important in maintaining a productive work environment.

To achieve this, the City encourages employees to discuss issues and concerns with a co-worker(s) and/or immediate supervisor before the situation becomes serious. In addition, the employee can approach any manager or the City Administrator to discuss the concern and seek assistance in working out a satisfactory solution. All discussions are treated confidentially.

Through open discussion, most issues should be resolved to the satisfaction of all involved. If these discussions do not result in a satisfactory outcome or the employee chooses not to have those discussions, the employee should address the situation as follows:

- Present the concern to the immediate supervisor or department head within five days of the event. The supervisor or department head shall respond in writing within five working days.

- If this does not satisfactorily resolve the concern, the employee should present the concern in writing to the City Administrator within five days of receipt of the supervisor or department head's response. Within five days of receipt, a meeting will be held with the employee, City Administrator and department head. The employee may, with approval of the City Administrator, elect to have an employee representative also attend the meeting. The City

Administrator will respond to the employee in writing within five days of the meeting.

- If the matter remains unresolved, the employee may present a written request for review by the Common Council's Personnel Committee within five days of receipt of the City Administrator's response. The Committee will review the matter, involving the employee, department head and City Administrator as appropriate. The Committee will respond in writing within 15 working days, but may extend the response time at its discretion, advising the employee of this extension. The decision of the Personnel Committee is final and binding.

The City of Summit will not tolerate any form of retaliation against any employee who uses this process. This process, however, will not prevent the City of Summit from taking disciplinary action as appropriate.

1-12. Access to Personnel Files Policy:* (revised June 2012)

The official personnel file for each employee shall be maintained by the City Administrator. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access.

Upon request, employees may inspect their own personnel files at a mutually agreeable time on the City premises in the presence of the City Administrator or a designated supervisor. The employee will be entitled to see any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees may not remove any papers from the file. Employees will be allowed to have a copy of any document they have signed relating to their obtaining employment. Employees may add to the file their versions of any disputed item, and/or written response to any document contained in the personnel file for permanent inclusion in the file.

Personnel files do not contain confidential employee medical information. Any such information that the City may obtain will be maintained in separate files and treated at all times as confidential information. Any such medical information may be disclosed under very limited circumstances in accordance with any applicable legal requirements.

The City endeavors to maintain the privacy of personnel records. There are limited circumstances in which the City will release information contained in personnel or medical records to persons outside the City. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;
- To an authorized governmental agency as part of an investigation of the City's compliance with applicable law;
- To the City's agents and attorneys, when necessary;

- In a lawsuit, administrative proceeding, grievance or arbitration in which the employee and the City are parties;
- In a worker's compensation proceeding;
- To administer benefit plans;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other person requesting a verification of your employment as described in section 5-11 of this Manual titled, "Requests for Employment Verification and Reference Procedure."

1-13. Conflict of Interest Policy:* -(revised October ~~2010~~2016)

Employees including City officials must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the City of Summit. Violations of this policy will result in appropriate discipline including any action, up to and including, termination.

For the purposes of this section 1-13, "employee/s" and "City official/s" are defined as "local government employee" and "local government officer" pursuant to Local Government Ethics law, N.J.S.A. 40A:9-22.3:

> "Local government employee" means any person, whether compensated or not, whether part-time or full-time, employed by or serving on a local government agency who is not a local government officer, but shall not mean any employee of a school district.
>
> "Local government officer" means any person whether compensated or not, whether part-time or full-time: (1) elected to any office of a local government agency; (2) serving on a local government agency which has the authority to enact ordinances, approve development applications or grant zoning variances; (3) who is a member of an independent municipal, county or regional authority; or (4) who is a managerial executive or confidential employee of a local government agency, as defined in section 3 of the "New jersey Employer-Employee Relations Act," P.L.1941, c.100 (C.34:13A-3), but shall not mean any employee of a school district or member of a school board.

The City recognizes the right of employees to engage in outside activities that are private nature and unrelated to City of Summit business. However, business dealings that appear to create a conflict between the employee and the City's interests are unlawful under the New Jersey Local Government Ethics Act. Under the Act, certain employees and officials are required to annually file with the City Clerk a state mandated disclosure form. The City Clerk will notify employees and City officials subject to the filing requirements of the Act.

A potential or actual conflict of interest occurs whenever an employee including a City official is in a position to influence a City decision that may result in a personal gain for the employee or an immediate relative including a spouse or civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that the City may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the City Administrator to obtain clarification.

Employees are allowed to hold outside employment as long as it does not interfere with their City of Summit responsibilities. Employees are prohibited from engaging in outside employment activities while on the job or using City time, supplies or equipment in the outside employment activities. The City Administrator may request employees to restrict outside employment if the quality of City of Summit work diminishes. Any employees who holds an interest in, or is employed by, any business doing business with the City of Summit must submit a written notice of these outside interests to the City Administrator.

Employees and City officials, upon election, appointment or other means of serving as a member of the City's governing body, staff, board, commission, committee or other creation of the City, will be required to sign a Conflict of Interest Disclosure Statement:

> I (name) hereby certify that I have reviewed the conflict of interest policy, and that I, my immediate relatives, and any persons residing in my household do not have a conflict of interest with respect to my fulfilling the duties of (position) with the City of Summit [or] member of (board/commission/committee). I further certify that I, my immediate relatives, and any persons residing in my household are not engaged in any negotiations or arrangements for prospective employment or association with any person or organization (including its parent or subsidiary organization) conducting business with the City or any of its creations.

Employees may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their City duties. Under no circumstances may employees accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the City of Summit or any person or firm seeking to influence City decisions. Meals and other entertainment valued in excess of $25.00 are also prohibited. Employees are required to report to the City Administrator any offer of a donation, gratuity, contribution or gift including meals and entertainment that is in violation of this policy. Situations representing potential conflicts of interest include, but are not limited to:

- Doing business with an organization where the City official, employee, immediate relative or person residing in the household of a City official or employee:
  - Holds a financial or other interest, whether direct or indirect;
  - Holds a position such as director, officer, employee or consultant;
  - May receive any financial or other benefit from a transaction.

- Directing or using City of Summit resources and services for personal or private use for themselves or other individuals.

- Engaging in the provision of any services, participating in contracts for private interests where the City is a client or selling any goods or services to the City. A City official or employee, however, is not prohibited from donating services to the City.
- Using their position to secure unwarranted privileges not generally available to others.
- Directing or providing personal services during working hours.
- Appearing on behalf of another person or client before any agency, board, commission, committee or department of the City.
- Appearing on behalf of another person or client in any administrative, legislative or judicial proceeding against the interests of the City if the City is also a party to the proceedings.
- Accepting employment or rendering services for any private or public interest which is in conflict with the employee's position with the City of Summit.
- Using any resource or property of the City for private use or as related to private employment.
- For a period of one year following separation from employment, appearing on behalf of another person or client before the agency, board, committee, commission or department of which they were formerly a part.

1-14. Political Activity Policy:*

An employee shall not directly or indirectly use or seek to use the authority or influence of any City position to improperly control or modify the political action of another person.

An employee shall not engage in partisan political activity during hours of duty, nor shall the employee at any other time participate in political activities that may create the appearance of a conflict between the political activities and the employee's responsibilities to the City, or which would compromise the employee's effectiveness in carrying out the responsibilities of the employee's position with the City. The provisions of this policy shall not be deemed to prevent City employees from exercising their political rights as provided by law.

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using City of Summit time, supplies or equipment in any political activity. Any violation of this policy must be reported to the supervisor, Department Head, City Administrator or the City Solicitor.

Upon determination by the department head of a violation of this policy on the part of an employee, the department head shall consult with the City Administrator and they will jointly recommend appropriate disciplinary action to the mayor and Common Council.

1-15. Employee Evaluation Policy:*

Regular employees' performance is reviewed once a year prior to eligibility for a merit-based increase in salary, or on the anniversary date of employees who have reached the top of the salary scale. New employees are subject to the provisions of the Initial Employment Procedure Policy in Section V of this Manual. The purpose of the performance review is to inform the employee about progress toward meeting the City's performance expectations.

The performance review forms shall be based upon items contained in job descriptions and which have been explained to the employee by the supervisor prior to the evaluation.

As part of the evaluation process, the supervisor shall meet with the employee to discuss all aspects of the evaluation and to give the employee a copy of the written evaluation. The supervisor and the employee shall discuss specific performance successes and problems as well as any other relevant matters that either one considers appropriate. The evaluation forms shall contain a space for the employee's signature and comments. Employees are encouraged to comment on each evaluation. An employee's failure or refusal to sign the form shall be noted by the supervisor on the form.

Department heads shall submit a complete written evaluation on each employee to the City Administrator not less than thirty (30) days prior to each employee's anniversary date. The City Administrator shall determine, to the extent possible, whether the evaluations were conducted properly and whether they conform to City policy. Upon that determination, the City Administrator shall approve the evaluations.

Any employee may request a formal or informal performance review at any time.

1-16. Employee Discipline Policy:* (revised October 2016)

An employee may be subject to discipline for any of the following reasons:

- Falsification of public records, including attendance and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and visitors.
- Theft or attempted theft of property belonging to the fellow employees, volunteers or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on City property at any time.

- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on City property and at any time during work hours.
- Misconduct at any City function.
- Possession, sale, transfer or use of intoxicants or illegal drugs on City property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on City of Summit premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products, such as those from Avon, Amway, etc.
- Careless waste of materials or abuse of tools, equipment or supplies.
- Deliberate destruction or damage to City or suppliers' property including computer files.
- Sleeping on the job.
- Carrying weapons of any kind on City premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety and fire regulations.
- Unscheduled absence and chronic or excessive absence.
- Chronic tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other City or supplier property.
- Failure to perform duties, inefficiency or substandard performance.
- Unauthorized disclosure of confidential City information.
- Gambling on City premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on City premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Conviction of a crime or disorderly persons offense.

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- Violating any City rules or policies.
- Conduct unbecoming a public employee.
- Violation of City policies, procedures and regulations.
- Violation of Federal, State or City regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Unauthorized use of computers, Internet, and email.
- Other sufficient cause.

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Major disciplinary action includes termination, disciplinary demotion or suspension exceeding five working days. Minor discipline includes a formal, written reprimand or a suspension of five working days or less. Employees who object to the terms or conditions of the discipline are entitled to a hearing under the applicable grievance procedure.

In cases of employee misconduct, the City of Summit believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions and other circumstances. In every case, care should be taken to ensure employees are given a full opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and managers may utilize the following corrective tools: verbal reprimand; written reprimand; suspension; demotion; probation; and dismissal. At the discretion of the City, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

A supervisor may issue an informal, verbal warning to an employee for any infraction of a work rule, standard of performance, or other work-related problem. The supervisor will inform the employee of the situation or complaint and attempt to resolve the matter as informally but effectively as possible, through discussion and counseling with the employee involved. If the matter can be considered resolved, it is closed, except that the supervisor is encouraged to keep a brief record of the date, time and reason for the conference. However, no written record of the situation is entered into the employee's personnel file.

A supervisor may issue a formal written warning to an employee for a repeated or renewed infraction for which an informal warning was previously issued. The formal warning should contain reference to the informal warning, if possible. Formal written warnings may also be used in cases of employees who violate other rules or standards or cause other problems, after having received an informal warning for some other reason, or for serious first infractions.

The formal warning should contain a space for the employee to add comments and to sign an acknowledgement that the warning has been received. If the employee refuses, the formal warning should be re-delivered in the presence of another supervisor, and the employee's refusal to sign the warning should be noted on a copy of the warning. The signed or annotated copy is given to the City Administrator for inclusion in the employee's personnel file.

Any formal warning should include a statement to the employee that repeated unacceptable behavior or work will result in more serious action being taken.

In some cases, repeated formal warnings may be appropriate. However, subsequent formal warnings, especially those for repetitions of the same offense or for repetitious serious breaches of discipline, will normally be combined with some other form of disciplinary action such as suspension with or without pay, loss of leave or pay increment on a temporary or long-term basis, termination, or other appropriate action.

Exceptional situations aside, an employee should normally be given a final formal warning prior to imposition of prolonged suspension or termination.

Suspensions and loss of leave up to five (5) days may be imposed by the employee's department head. Other forms of disciplinary action require the prior approval of the City Administrator. If a department head desires to impose more extreme measures, the employee may be suspended in anticipation of further action, pending discussion between the department head and the City Administrator.

An employee shall, in all cases, be entitled to a hearing before the City Administrator prior to termination. The employee may employ counsel at such a hearing, and may compel the attendance of witnesses and their testimony and cross-examination. The employee may require the production of reasonable documents. The employee may be suspended pending the outcome of the hearing. In determining whether to suspend an employee pending a hearing, the department head and the City Administrator will consider:

A) the seniority and performance record of the employee
B) the employee's job duties in light of the nature of the charges
C) the seriousness of the alleged offense
D) other pertinent factors in the case

The City Administrator shall render his decision as soon as practicable after the hearing. If termination results from the hearing and the employee wishes to appeal, that appeal will proceed directly to Step 3 of the grievance procedure, provided that the employee takes the necessary and timely steps. The employee should be notified of the right of appeal.

Employees will not be disciplined until confronted with the accusation against them and given an opportunity to explain. This does not require a formal hearing; a simple exchange of information is acceptable. A unionized employee who is being interviewed may request that a union representative be present during the interview, where the results of the interview are likely to lead to disciplinary action. The City does not have to offer such representation, but must grant it if requested by the employee. If a unionized employee is being interviewed with respect to incidents which either would not ordinarily lead to discipline of the employee, or in which the employee is only a witness and the

person who could possibly be disciplined is a different employee, the employee being interviewed is not entitled to a union representative.

The City reserves the right to deviate from the provisions of this policy in cases where the circumstances warrant.

1-17. Resignation Policy:

An employee may resign in good standing by giving the Department Head adequate written notice prior to the last day actually spent on the job, exclusive of any leaves taken while still on the City payroll.

"Adequate written notice" means:

- for non-supervisory employees 10 working days
- for supervisory employees 20 working days
- for managerial employees 30 working days

After giving notice of resignation, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. During the last two weeks, the employee may not use paid time off except paid holidays. The Department Head will prepare an Employee Action form showing any pay or other money owed the employee. The City Administrator will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

Employees resigning or terminating employment with the City will be scheduled for an exit interview by the City Administrator or a designee during the final week of service.

At the time of the exit interview, the employee will be advised to consult with the Treasurer's Office concerning the right to continue, convert, terminate or vest (as applicable) any benefits.

The purpose of the exit interview is to:

1. Provide the departing employee with information.

2. Provide the City Administrator with insight into City personnel and management practices.

It is the responsibility of the department head to ensure that the exit interview is scheduled. It is the responsibility of the employee to ensure this appointment is kept.

A record of the exit interview will be kept as part of the employee's permanent personnel file.

An employee who is absent from work for a period of three (3) consecutive days without notice to or authorization from the department head will be deemed to have voluntarily resigned.

1-18. Work Force Reduction Policy:*

The City may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Seniority, lateral or other re-employment rights for employees will be determined by the City Administrator.

1-19. Driver's License Policy:*

Any employee whose work requires the operation of City of Summit vehicles must hold a valid New Jersey State Driver's License. An employee whose work requires the operation of City vehicles or equipment subject to the requirements of a New Jersey Commercial Driver's License must maintain a valid New Jersey Commercial Driver's License (CDL).

All new employees who will be assigned work entailing the operating of a City vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Department Heads or Division Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of a City vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a City vehicle shall be subject to possible termination.

Any information obtained by the City of Summit in accordance with this section shall be used by the City only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

SECTION TWO

Workplace Policies:

2-1. Employment Definitions:

An 'employee' is an individual paid through the City payroll. Employees of the City are considered "at-will" employees

'Regular employees' have served the required initial employment period, and are listed on the regular payroll of the various City departments and agencies.

'Initial employment period' employees are those whose regular status is pending satisfactory completion of the initial 4-month employment period. During this period, the employee accrues those leaves for which regular employees are eligible, but may not use any of these leaves. Civilian radio officers and dispatchers in the police and fire departments and parking enforcement personnel are subject to a one-year initial employment period, during which they accrue leaves and, after an initial four-month period, may use them.

'Full-time' employees are those regular employees who work a full day and a full week as set forth in Hours of Work, and adhere to the normal time schedules as established by the City.

Full-time employees are entitled to all fringe benefits, among which is sick leave, disability leave, terminal leave, vacations, holidays, medical and surgical coverage, hospitalization, dental insurance, physical examinations at special intervals, life insurance, and other benefits relating to the employee's position with the City.

'Part-time' employees are employed on a regular basis, whose hours of duty are less than those assigned to full-time employees in the same work unit.

Part-time employees working less than twenty (20) hours per week are not entitled to any fringe benefits. A part-time employee whose work equals or exceeds twenty (20) hours is entitled to only the following fringe benefits on a prorated basis:

1. Holidays
2. Vacation Leave
3. Sick Leave
4. Personal Leave
5. Incentive Day leave
6. Other benefits as required by law.

The eligibility of part-time employees for pension benefits is determined by state statute and regulations enacted by the State Division of Pensions.

A 'Temporary' employee is hired for seasonal or temporary work, either full-time or part-time, including school crossing guards, for a specified or unspecified duration. A temporary employee is not eligible for any fringe benefits.

An 'Hourly' employee is a part-time employee not working on a regular basis, whose hours may vary depending on the City's needs. Hourly employees receive only those benefits mandated by state or federal law. They are subject to termination at the sole discretion of the City, without notice. They may utilize the grievance procedure only at the discretion of the City Administrator.

2-2. Job Description Policy and Classification Plan:*

A job description including qualifications shall be maintained for each position. All job descriptions must be approved by the City Administrator. The City Administrator will make copies available upon request.

The City of Summit classifies all municipal employee positions according to actual job duties, assigning the position classifications to pay grades which reflect the relative value in terms of job responsibilities, requirements and conditions of work, and setting the general level of the City salaries in proper relationship to rates paid by other governmental employees for comparable work. This system has been in existence since 1962.

The City has established a procedure of conducting an annual review of the classification plan in which new jobs are evaluated and integrated into the plan. At the same time, employees who feel that their jobs have changed sufficiently to justify a higher classification or a higher salary grade are allowed to submit appeals for reclassification. Rates paid by other governmental employers are reviewed so that a new recommended pay plan can be developed. This procedure assures employees who feel that their jobs merit an increase that there will be an opportunity for impartial review.

The City Administrator will annually send forms to department heads for their employees who wish to appeal their present classification grading. Review and recommendation shall be from an independent consultant appointed by Common Council. The consultant's recommendation will be reviewed by the City Administrator, who will notify the employee in writing of the consultant's recommendation and of what comment or recommendation the City Administrator intends to make to Common Council. The employee may appeal this decision by forwarding a written request to the City Administrator within ten (10) working days from receipt of the notification. Appeals will be reviewed by the personnel committee of Common Council, which will make its recommendations to the Council as a whole.

The City Administrator will send the Common Council the consultant's recommendations, the Administrator's own comments or recommendations, and the outcome of any appeals to the personnel committee, in conjunction with consideration of the annual salary ordinance. The Council's action on the classification will be reflected in that ordinance, and will be final.

2-3. Salary Scale and Increments:

The salary scale for the City of Summit has twenty-one (21) job groups. Each position in the City has been classified in one particular group by an independent consultant. A new employee is generally started at the minimum within the salary range of the job group. Employees normally advance within the salary range on an annual basis, based upon achievement during the year.

For employees hired prior to January 1, 1984:

1] All anniversary dates for merit increases are either January 1st or July 1st;
2] An employee whose anniversary date is later than January 1st or July 1st will be moved backwards, i.e. if an employee's current anniversary date is April, it will now be moved to January 1st of the same year.

For employees hired between January 1, 1984 and December 31, 1993:

1] All anniversary dates for merit increases are either January 1st or July 1st;
2] An employee hired after February 1st or August 1st will be moved forward for increases, i.e. an employee hired on April 1st will be eligible for an increase on July 1st of the following year.

For employees hired on or after January 1, 1994:

1] All anniversary dates for merit increases are either January 1st or July 1st;
2] An employee hired on or after April 1st or October 1st will be moved forward for increases, i.e. an employee hired on April 1st will be eligible for an increase on July 1st of the following year.
3] No employee will be eligible for an increase after less than nine months of employment, nor will an employee wait more than fifteen months to be eligible for an increase.

In April and October of each year, the City Treasurer will send a payroll authorization form to the department head of each employee eligible for a pay scale adjustment. These forms will indicate whether the employee is eligible for a merit increase, a longevity increase, or both.

In the case of a merit increase, the department head will recommend an increase based on the employee's most recent performance review, attaching appropriate documentation as required. The department head will send the completed form to the City Administrator for approval. After approving the form, the City Administrator will notify the City Treasurer for payroll action.

2-4. Attendance Policy:

Regular and punctual attendance of employees is essential for the effective and efficient operation of the business of City government.

Employees are required to:

A) Perform their assigned duties for all hours of the work period; and,
B) Be ready to begin their work at the start of the assigned work hours; and,
C) Complete their assigned work period, unless excused.

Employees are required to be present and ready for work at their designated work stations at the specified starting times, unless they are sick or on authorized leave.

Absences that precede or follow scheduled days off, tardiness, leaving work early, patterns of excessive Monday or Friday absences, repeated single-day absences, failure to inform supervisors in advance of planned absences and similar types of unsatisfactory attendance may subject an employee to disciplinary action.

Employees who intend to be late or absent must inform their supervisor or department head as early as practicable. Normally at least one (1) hour notice is required.

Department heads must warn an employee of a pattern of lateness and/or absenteeism and/or leaving early, as soon as the pattern is apparent. Department heads and supervisors will be held accountable for failure to detect patterns of abuse. Department heads and supervisors are expected to take appropriate disciplinary action if such violations continue.

Department heads will prepare attendance reports on forms specified by the City Administrator. These reports will be kept for the department's use and will also be sent to the City Administrator monthly.

2-5. Hours of Work Policy:

The normal workday of City offices is 8:30 a.m. to 4:30 p.m., with one (1) unpaid hour for lunch, and provision for breaks as may be required by law. The workweek is thirty-five (35) hours. From the week of Memorial Day through the week immediately prior to Labor Day, the workday of City offices is 8:00 a.m. to 4:30 p.m. Monday through Thursday, with one (1) unpaid hour for lunch, and 8:00 a.m. to 1:00 p.m. on Friday with no lunch hour. The workweek is thirty-five (35) hours.

The normal workday for employees covered by Teamsters Collective Bargaining Agreement is 7:30 a.m. to 4:00 p.m., with an unpaid one-half (1/2) hour lunch period, and such break periods as may be specified in collective bargaining agreements. Any modifications in the schedule are made at the discretion of the department head. The workweek shall be forty (40) hours.

The normal workweek of the police department varies based on shift assignment and other factors. The chief, deputy chief or captain, and clerical employees normally work 35 hours per week.

The average workweek of the fire department is 42 hours according to the shift schedule. The director-chief, deputy chief and clerical employees normally work 35 hours per week.

During an emergency, each department head may vary the work hours to accommodate the crisis.

For purposes of calculation of overtime obligation under the terms of the Fair Labor Standards Act, the workweek (or extended work period) of various classes of employees are as follows:

A) For office clerical and technical employees, the workweek shall begin at 5:00 p.m. on Friday.
B) For the division of public works, the workweek shall begin at 5:00 p.m. on Friday.
C) For public safety employees in the police department, the work period shall be 28 days beginning at 12:01 a.m. on Sunday, April 13, 1986 and proceeding in 28-day increments thereafter.
D) For public safety employees in the fire department, the work period shall be 24 days, beginning at 12:01 a.m. on April 13, 1986 (Platoon A), April 15, 1986, (Platoon B), April 17, 1986 (Platoon C), and proceeding in 24-day increments thereafter.
E) For public works employees in the garbage and trash unit, weekly compensation is based on a workweek of up to 55 hours. For any hours worked in excess of 40 in any one week, an additional premium equal to 50% of the regular hourly rate (calculated in accordance with FLSA regulations) shall be added to the base weekly salary for each hour in excess of 40, provided that such total compensation shall not be less than a worker would have gotten in accordance with the pay policies in effect prior to April15, 1986.

F) If the City Administrator determines that some employee or group of employees is not properly covered by the hours set forth in this section, or that the hours set forth have unforeseen negative consequences, he may establish alternate hours for purposes of compliance with the Fair Labor Standards Act. He shall inform the council of any changes and the reasons for the changes.

The Common Council may, by resolution, approve alternative work weeks for some or all employees.

2-6. Early Closing and Delayed Opening Policy:

In the event of unsafe conditions, the City Administrator may authorize Department Heads to close operations earlier than the normal working hours. If conditions exist prior to scheduled openings, the City Administrator shall notify Department Heads of a delayed opening and a new opening time. Each Department will have a calling system in place. If the employee chooses not to report to work, a full vacation day or compensating time will be charged. Sick time will only be charged for a legitimate illness. If work is called off for the day, no time will be charged for the day. This provision does not apply to the division of public works, police, fire, or any personnel who may be required to assist in an emergency.

2-7. Workplace Attire Policy:

The City of Summit has established a policy for workplace attire that reflects the professional standards of the organization and requirements for uniforms and safety gear for certain employees.

Except as otherwise designated, employees in an office setting, while visiting a client or greeting customers and the public should wear business attire. Dress, grooming and personal hygiene must be appropriate for the position.

The City has designated Fridays throughout the year when casual dress may be worn. Casual dress should be appropriate for greeting the public and representing the City. While anticipating that employees will exercise good judgment with regard to casual dress, clothing such as athletic shoes, exercise clothing, jeans, excessively short skirts or low-cut tops, excessively tight-fitting garments and fabrics such as Lycra should not be worn.

For certain employees, the City has determined that uniforms and safety gear are required. The City will provide and maintain these uniforms and safety gear. In certain circumstances a specified clothing allowance will be provided. Uniforms and safety gear are the property of the City and are to be returned when an employee separates from service.

Such uniforms and safety gear are to be worn in accordance with established departmental guidelines.

2-8. No Smoking Policy:

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the City of Summit has adopted a smoke-free policy for all buildings. City facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in City buildings. Employees are permitted to smoke only outside City buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the City and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

2-9. Promotions Policy:

"Promotion" is advancement to a job classification having a higher level of duties and responsibilities and a salary range having a greater minimum.

When there is a major change in the duties or responsibilities of a position resulting in the need to reassign the function to a higher classification, the position may be considered vacant and subject to filling under promotional procedures.

The promotional policy is based upon the operational needs of the City, job requirements and individual merit, experience, training and qualifications. Performance evaluation and, if appropriate, testing will be used as the basis for promotion. Seniority will be used as a basis for promotion only in instances where two or more individuals are equally capable in all other respects. Whenever practicable, promotion shall be made from within.

The Common Council, upon the advice of the City Administrator and the appropriate department head, approves all promotions to supervisory positions. The City Administrator approves promotions to non-supervisory grades. Following promotion, an individual who occupies the new position shall receive a performance evaluation after the first four (4) months.

When an employee is promoted to a classification with a higher compensation range, the employee's initial pay rate shall be at the lowest established salary point that is at least 5% higher than the salary received immediately prior to the promotion. Upon promotion, an employee's anniversary date for merit increases may change; once promoted, an employee will wait no less than nine months and no more than 15 months before being eligible for a merit increase. This will not affect the employee's anniversary date for longevity, however.

2-10. Transfer Policy:

A transfer is the assignment of an employee from a job classification in one department to a different position in a similar classification in another department.

The service of an employee who is transferred will be considered continuous for the purposes of seniority and fringe benefits.

Transfers may be requested by an employee or initiated by the affected department heads. A careful analysis must be made by the department heads in assessing the value of transfer, both to the employee and to the departments.

A request for a transfer will be submitted to the City Administrator by the department heads in memorandum form explaining the reasons for the request and the benefits which will accrue to the individual and the departments. The City Administrator will be responsible for approving any transfer.

An employee may also apply for a transfer to another department where there is an opening. Any such transfer must also be approved by the City Administrator.

2-11. Use of Vehicles Policy:

City-owned vehicles shall be used only on official business and all passengers must be on City business. An employee who is also employed by another governmental entity may use a City vehicle for that employment only if the employment is pursuant to an inter-local agreement between the City and the other jurisdiction.

Vehicles may be taken home only with the advance approval of the City Administrator except a department head may also grant temporary approval to facilitate responses to after-hours emergency calls. When an employee takes home a City vehicle, it is to be used only for official City business; any other use is not permitted. A department head must approve taking City vehicles outside the City limits. Any violation of this policy constitutes cause for disciplinary action.

2-12. Telephone Usage Policy:

City of Summit telephones are for official business and employees may make occasional, incidental and minor use of City telephones, provided such use does not conflict with the employee's work. With the advance written permission of the City Administrator, employees may use these resources in connection with volunteer work for a legitimate charitable or community organization.

An employee may not use City telephones in connection with any activity from which the employee realizes a financial benefit.

Occasional, incidental and minor use generally means such things as a daily phone call home (within the regional calling area) or a personal call to inform their family of unexpected overtime. Charges for all other personal calls must be reimbursed to the City. The use of hand-held cell phones while driving City vehicles or while driving on City business is prohibited.

2-13. Communication Media Policy and Video Surveillance Policy:* (revised October 2016)

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The City of Summit Communication Media are the property of the City of Summit and, as such, are to be used for legitimate business purposes only and in an efficient, ethical and lawful manner. "Communication Media" includes all electronic media forms provided by the City of Summit, such as cell phones, smart phones, computers, electronic tablets, access to the internet, voicemail, email and fax.

The use of information systems is a privilege that may be withdrawn at any time. An employee's use of computer systems may be suspended immediately upon the discovery of a possible violation of these policies. All E-Mail, voice mail and Internet messages are official documents subject to the provisions of the Open Public records Act (NJSA 47:1A-1). All data stored on and/or transmitted through Communication Media is the property of the City of Summit. For purposes of this policy, "Data" includes "electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve a City of Summit business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the City of Summit's mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the City of Summit's local or wide-area networks.

The City reserves the right to monitor, obtain, review and disclose all E-Mail messages, computer files, voice mail and Internet messages on the computer and communications systems of the City as deemed necessary and appropriate. By using City communication media, each user agrees that the City has unrestricted access and the right to disclose all information communicated or stored on the E-Mail, computer systems, voice mail and the Internet for any security, health, employment or other legitimate business reasons. Legitimate reasons also include systems maintenance, message routing, retrieval of business information, trouble-shooting hardware and software problems, preventing system misuse, protecting confidential proprietary information, insuring compliance with software license policies and complying with legal and regulatory requests for information.

The City of Summit respects the individual privacy of its employees. However, employee communications transmitted by the City of Summit's Communication Media are not private to the individual. All Communication Media and all communications and stored information transmitted, received, or contained in or through such media may be monitored by the City of Summit. The City of Summit reserves the absolute right to access, review, audit, and disclose all matters entered into sent over, placed in storage in the City of Summit's Communication Media. By using the City of Summit's equipment and/or Communication Media, employees consent to have such use monitored at any time, with or without notice, by City of Summit personnel. The existence of passwords does not restrict or eliminate the City of Summit's ability or right to access electronic communications. However, the City of Summit cannot require the employee to provide its password to his/her personal account.

An employee whose activities violate these principles will be disciplined in accordance with the seriousness of the violation. Employees should be aware that misuse of

Communication Media may subject the City to grave liabilities; as a result, discipline for violation may also be grave.

Employees of the City of Summit are required to use the assigned municipal email account for ALL City of Summit business and correspondence. The use of private email accounts for ANY City of Summit business or during business hours is strictly prohibited.

In using Communication Media, an employee must always consider whether the particular use is advancing the City's interests. Any use that does not advance the City's interests or contribute to the employee's job performance is prohibited. E-mail shall not be used to harass, torment or disparage another party. Offensive and harassing communications are unacceptable and prohibited.

Employees can only use the City of Summit's Communication Media for legitimate business purposes. Employees may not use City of Summit Communication Media in any way that is defamatory, obscene, or harassing or in violation of any City of Summit rules or policy. Examples of forbidden transmissions or downloads include but are not limited to sexually-explicit messages; unwelcome propositions; ethnic or racial slurs; or any other message that can be construed to be harassment or disparaging to others based on their actual or perceived age, race, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, national origin, ethnicity, citizenship, marital status or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances.

Use of e-mail or other electronic resources that violates any other City policy, such as the policy against harassment or the creation of a hostile environment, will be dealt with under the provisions of that policy. This includes, for instance, accessing offensive web sites in such a way that another employee may become aware of their content.

All employees who have been granted access to electronically-stored data, must use a logon ID assigned by the City of Summit. Certain data, or applications that process data, may require additional security measures as determined by the City of Summit. Employees must not share their passwords; and each employee is responsible for all activity that occurs in connection with their passwords.

All employees may access only data for which the City of Summit has given permission. All employees must take appropriate actions to ensure that City of Summit data is protected from unauthorized access, use or distribution consistent with these policies. Employees may not access or retrieve any information technology resource and store information other than where authorized.

Employees must not disable anti-virus and other implemented security software for any reason, in order to minimize the risk of introducing computer viruses into the City of Summit's computing environment.

Employees must not install or modify any hardware device, software application, program code, either active or passive, or a portion thereof, without the express written permission from the City of Summit. Employees may not upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the City of Summit, or licensed to the City of Summit. Employees shall observe the

copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized.

~~The City of Summit encourages employees to share information with co-workers and with those outside of the City of Summit for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the City of Summit. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However,~~ Social Media and its uses in government and daily life are expanding each year however, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the City of Summit Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

Only those Employees directly authorized by the City Administrator may engage in social media activity during work time through the use of the City of Summit's Communication Media, as it directly relates to their work and it is in compliance with this policy.

Employees must not reveal or publicize confidential City of Summit information. Confidential proprietary or sensitive information may be disseminated only to individuals with a need and a right to know, and where there is sufficient assurance that appropriate security of such information will be maintained. Such information includes, but is not limited to the transmittal of personnel information such as medical records or related information. In law enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files.

~~Employees are prohibited from releasing or disclosing any~~ No City of Summit employee shall post internal working documents to social media sites. This includes, but is not limited to, screenshots of computer stations, pictures of monitors and/or actual documents without the prior approval of the City Administrator. In addition, employees are prohibited from releasing or disclosing any photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees, detainees, people or job related incident or occurrence taken with the City of Summit's Communication Media to any person, entity, business or media or Internet outlet whether on or off duty without the express written permission of the City Administrator. Should an employee take any such digital images or photographs with media equipment not owned by the City of Summit, employee agrees that such images belong to the City of Summit and agrees to release the image(s) to the City of Summit and ensure its permanent deletion from media device upon direction from the City of Summit.

No media advertisement, electronic bulletin board posting, or any other ~~posting~~ communication accessible via the Internet about the City of Summit or on behalf of the City of Summit, whether through the use of the City's Communication Media or otherwise, may be issued unless it has first been approved by the City Administrator of the City of Summit. Under no circumstances may information of a confidential, sensitive or otherwise proprietary nature be placed or posted on the Internet or otherwise disclosed to anyone outside the City of Summit. Such unauthorized communications may result in disciplinary action.

Because postings placed on the Internet through the use of the City of Summit's Communication Media will display on the City of Summit's return address, any information posted on the Internet must reflect and adhere to all of the City's standards and policies.

All users are personally accountable for messages that they originate or forward using the City of Summit's Communication Media. Misrepresenting, obscuring, suppressing, or replacing a user's identity on any Communication Media is prohibited. "Spoofing" (constructing electronic communications so that it appears to be from someone else without a legitimate authorized purpose and authorized by the City Administrator) is prohibited.

Employees must respect the laws regarding copyrights, trademarks, rights of public City of Summit and other third-party rights. Any use of the City of Summit's name, logos, service marks, uniforms, or trademarks outside the course of the employee's employment, without the express consent of the City of Summit, is strictly prohibited. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information used and cite copyrighted works identified in online communications.

To the extent that employees use social media outside of their employment and in so doing employees identify themselves as City of Summit employees, or if they discuss matters related to the City of Summit on a social media site.~~, employees must add a disclaimer on the front page stating that it does not express the views of the City of Summit, and the employee is expressing only their personal views. For example: "The views expressed on this website/web log are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting that is expressing an opinion related to the City of Summit or City of Summit's business.~~ If employees choose to identify themselves as a City of Summit employee on their personal social media accounts and even those that do not should be aware that he or she may be viewed as acting on behalf of the City of Summit, as such no employee shall knowingly represent themselves as a spokesperson of the City of Summit, post any comment, text, photo, audio, video or other multimedia file that negatively reflects upon the City of Summit, expresses views that are detrimental to the City of Summit's mission or undermine the public trust or is insulting or offensive to other individuals or to the public I regard to religion, sex, race or national origin. City of Summit employees are encouraged to exercise extreme caution posting photographs of themselves in uniform or in situations where they can be readily identified as City employees. Employees must keep in mind that if they post information on a social media site that is in violation of City of Summit policy and/or federal, state, or local laws, the disclaimer will not shield them from disciplinary action.

Nothing in these policies is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. City of Summit employees have the right to engage in or refrain from such activities.

Employees must use e-mail and other electronic resources "efficiently", just as they use other resources efficiently. E-mail should not be used in place of face-to-face discussion or in place of telephone calls unless there is reason to do so. E-mail is an efficient way to transmit information that needs to be in writing, and to attach electronic documents for the use of other employees. It is not an efficient way to transmit a reprimand, performance review, or other personal business.

Employees should have no expectation of privacy regarding business-related or private communications via Communication Media when using City facilities.

Video Surveillance

The City of Summit may install video surveillance camera systems within public buildings and throughout public areas within the City of Summit, primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the City of Summit will ensure compliance with federal, state and local laws governing such usage.

The City of Summit's video surveillance camera systems are a significant tool to which the employees of the City of Summit will avail themselves in order to complete the goals and objectives of the City of Summit. Employees are only permitted to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The City of Summit's designee will be responsible for authorization of users. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use on of the City of Summit's video surveillance camera systems or tamper with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without (1) a specific legitimate purpose and (2) permission for the designee of the City of Summit.

The City of Summit has designated the Chief of Police to be responsible for the maintenance and administration of the video surveillance camera system. Such designee will be responsible for maintaining a user access log detailing the date and name of individuals who view/access a stored recording.

Any employee who becomes aware of any unauthorized disclosure of a video record in a contravention of this policy and/or a potential privacy breach has the responsibility to ensure that the City Administrator or his designee are immediately informed of such breach.

2-14. Social Media Policy: (added October 2016)

The purpose of this policy is to communicate the City of Summit's (the "City") policies regarding the use of social medial sites and establish processes for authorization and use of social media sites by City employees and Departments and Offices. This policy is meant to provide clear and concise guidelines for the proper use of social media by its employees.

The policies and procedures contained within this document apply to all City Departments, offices and staff. These policies and procedures also apply to all other person, including contractor personnel, who are granted the use of the City's internet/intranet infrastructure, regardless of where these persons are located. Specifically, these guidelines are applicable to any City employee who creates and/or contributes to blogs, micro blogs, wikis, social networks, virtual worlds, websites, notification services (e.g., Nixle), or any other kind of social media inside or outside of

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the City's domain. These policies and procedures shall also govern the drafting, distribution, and circulation of the City's press releases.

The City has identified employees who are authorized to engage in social media activities on the behalf of the City for the limited purpose of discussing City programs, activities and services.

Anyone who participates in social media on behalf of the City, whether on or off duty, is expected to understand and follow these policies and guidelines.

These policies and guidelines are subject to change as new technologies and social networking tools emerge.

DEFINITIONS

Social Media is defined as the various activities and websites (both internal and external to the City) that integrate technology, social interaction, and content creation. Social Media use many technologies and forms, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, social networking, mashups, microblogs, you tube, linked-in and notification services including banners and electric bills.

RESPONSIBILITY

All social media activity representing the City must be authorized by the City Administrator's Office. The establishment of social media pages and sites must be based on a clear business need that is not served by the City's existing social media platforms.

The City Administrator's Office will provide guidance on the engagement of City personnel in social media marketing to ensure the portrayal of a consistent and accurate message and branding of the City of Summit via online media outlets.

The City Administrator's Office will oversee the coordination of social media activity for the City of Summit and its departments. For informational purposes, the City Administrator shall be notified of any new social media created to promote the City.

The City reserves the right to determine which, if any, social media sites, tools or activities to communicate its message to the public. The City may utilize: Nixle, Twitter, Facebook, Flickr, YouTube, Linked-In, Internet forums/message boards, and/or blogs ("social media activities") for this purpose.

OFFICAL USE OF THE CITY'S SOCIAL MEDIA SITES AND TOOLS

The City understands that social networking and internet services have become a common form of communication in the workplace and among citizens. Social networks are online communities of people or organizations that share interests or activities and use a wide variety of Internet technology to make the interaction a rich and robust experience. Failure to adhere to the City's Social Media Policy and

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Guidelines may result in disciplinary action. Employees who are authorized by the City to participate in social networks as a representative of the City shall adhere to the following guidelines:

- All of the City's policies, rules, regulations, and code of conduct and ethics including, but not limited to, its equal employment opportunity, anti-harassment policy, Information Systems Policies and Guidelines Policies on the Use of City Information Systems and disciplinary policy, apply to employees who engage in social networking activities while conducting City business. Use of your City e-mail address and communicating in your official capacity will constitute conducting City business.

- Protect your privacy, the privacy of citizens, and the City's confidential information when engaging in social media activities. Follow all privacy protection laws, *i.e.*, HIPPA, and protect sensitive and confidential City information. For purposes of this policy, "confidential information" refers to any information that is not publically known, that is not otherwise available through New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1, ("OPRA") or that is considered private information pursuant to federal, state or local law. It does not include any information that is subject to disclosure by the OPRA or is otherwise disclosable pursuant to the Employer-Employee Relations Act.

- Follow all copyright laws, open public records laws, document retention laws, fair use and financial disclosure laws and any other laws that might apply when engaging in social media activities.

- Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their express prior approval.

- Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the City's workplace.

- Add value to the City through your interaction. Provide worthwhile information and perspective.

- All Borough information that is considered non-public and that is not disclosable under OPRA or the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., must be protected. Respect and maintain the confidentiality entrusted to you. Do not divulge or discuss proprietary information, personal details about other employees or other confidential material.

PERSONAL SOCIAL MEDIA USE

The City recognizes that employees have the right to use and maintain personal Web sites or to engage in social networking. However, the line between public and private activity has been blurred by these social networking tools, which is the primary reason these guidelines have been promulgated. Information from your personal Facebook page, blog entries and tweets – even if they are intended as personal messages between family and friends – can easily reach beyond your intended audience and

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represent you and the City to the outside world. For that reason, the City's policies, rules, regulations, code of conduct and ethics, its equal employment opportunity, anti-harassment policy and disciplinary policy, and other sections of this Social Media Policy should be your guides when you use these tools. Here are some additional guidelines for employees' personal social networking sites:

- Recognize that everything you post or receive on a social media site is public. Anyone with access to the web can get access to your activity on social media sites. You are solely responsible for the content you post.

- Remember that your personal and professional lives overlap in your online activity and that as a public employee you can be disciplined for off-duty conduct.

- Before posting, consider how your comment or behavior would be received if it appeared in the mass media.

- Use privacy settings to keep items you share with friends and family separate from what your share with your work-related and extended community "friends."

- The foregoing provisions are not intended to interfere with any employee's rights pursuant to the First Amendment of the United States Constitution or Article I Section 6 of New Jersey's Constitution. Likewise, this policy is not intended to restrict the right of any employee to engage in protected concerted activities as defined by the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., and as recognized by the National Labor Relations Board. This policy shall not be construed as prohibiting a bargaining-unit member's protected right to discuss wages or working conditions with fellow employees and engaged in other protected concerted activities. Any person who believes their right to engage in such activities has been or is being violated by this policy should contact the Borough Administrator's Office. The City Administrator shall address such concerns after consulting with legal counsel.

2-154. Bulletin Board Policy:*

The bulletin boards located in the City Hall and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the City Administrator may post, remove, or alter any notice.

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2-16~~5~~. Public Relations and Media Inquires:

SUMMARY

The City of Summit believes that a positive presence in the community is important and has developed these guidelines for public relations and response to media inquires.

POLICY

The following apply:

- Only the City Administrator, Chief of Police, Fire Chief and Department Heads as well as those employees designated to act on their behalf may respond to media inquiries or initiate communication with the media. Department heads should first consult with the City Administrator prior to responding to media inquiries in cases involving pending legal or personnel actions or at any time guidance may be needed. On matters pertaining to current or future department or board actions all statements should reflect existing City or department policies as well as the position of the respective boards and not personal opinions.

- Based on the area of inquiry, an employee may be asked by the City Administrator to participate in an interview or to provide information on a specific topic. An employee should not, however, provide any information or respond to inquiries except as requested to by the City Administrator.

- From time to time, the City will provide press releases, stories and photographs to the media. As a condition of employment, an employee agrees to allow use of photographs or video in these situations. Nothing contained in any press release, interview or public pronouncement or appearance shall be considered the property of the employee. All such public or press announcements, regardless of the format, are not protected by copyright. They may be disseminated to the public at the direction of the City Administrator and in compliance with applicable law.

2-17~~6~~. Personal Privacy:

An employee's work product and the resources supplied by the City to create that product are the property of the City.

Employees may not invade other employees' work spaces (lockers, desks, offices or computer files, for instance) and examine any personal items or work product. This prohibition does not apply to items kept in plain view and subject to casual observation.

Supervisors and managers with a legitimate need to know may inspect any City-owned property used by employees, including work spaces desks, lockers and electronic files. Employees who choose to keep personal items, whether tangible or electronic, on City property should anticipate that the property is subject to inspection by supervisors and managers.

Employees shall not use any locks, passkeys or passwords that were not issued by the City unless the City has access or a copy, as appropriate. Employees must give copies of their passkeys or passwords to the City Administrator.

2-187. Use and Disposal of City Property:*

No City property, equipment, uniforms, information, material or supplies may be used for anything other than City business without the permission of the City Administrator. No City property may be taken outside the City limits without the authorization by a department head. An employee's work product and the resources supplied by the City to create that work product are the property of the City.

Charitable or community volunteer work is admirable, and it may sometimes be appropriate for the City of permit an employee to use City resources in connection with such work. With the advance written permission of the City Administrator, employees may make use of City resources in connection with volunteer work for a legitimate charitable or community organization. An employee may not use City resources in connection with any activity from which the employee realizes a financial benefit.

All wood resulting from the work of the park and shade tree unit must be deposited at the compost/recycling area and must be made available to all Summit residents. No City employee may take for personal use any material from the compost/recycling area during a scheduled workday. This restricts employees from obtaining these materials during working hours, including lunch hour. Employees who are Summit residents may take reasonable amounts of fire wood, wood chips, or compost on non-work time when the disposal area is open to the public.

No City property may be taken or purchased by a City employee for personal use or resale to anyone without written authorization from the City Administrator.

All surplus equipment and material must be disposed of according to a plan approved by the Common Council, and the proceeds must be deposited within seventy-two (72) hours of receipt. The City Administrator's written approval is required for disposition of surplus equipment and material that is deemed worthless.

2-198. Departmental Rules and Regulations:

Subject to approval of the City Administrator, a department head may, from time to time, establish, amend and supplement written rules and regulations affecting the personnel and internal operations of the department. Such departmental rules and regulations shall be consistent with New Jersey state statutes, the personnel manual, and any other City ordinances.

The rules and regulations shall be in writing, signed by the department head and approved by the City Administrator. They shall be binding on all persons within the jurisdiction of the department. A written copy of the approved rules and regulations shall be properly posted or distributed to personnel of the department affected.

2-20. Employee Dating Policy: (added October 2016)

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The City of Summit recognizes the right of employees to engage in social relationships with each other, including relationships of a romantic or intimate nature. However, the City also recognizes that such relationships can be a problem in the workplace. They may result in favoritism, discrimination, unfair treatment, friction among coworkers, or the perception that they generate such problems.

To try to achieve a balance between employee rights and workplace needs, the City of Summit has adopted the following policy on the subject of supervisor/subordinate dating.

If such a relationship exists or develops, both parties involved shall report the fact to their immediate supervisor or the City Administrator's Office.

For the purposes of this policy, a supervisor/subordinate status means a situation where one employee, irrespective of job title, makes or has the authority to make decisions or to take action concerning another employee's compensation, promotion, demotion, discipline, daily tasks, or any other terms, conditions or privileges of employment with the City.

If the employees involved in the relationship are also in a supervisor/subordinate status, management may take any action which it deems appropriate, up to and including transferring one of the parties so that there is no longer a supervisor/subordinate relationship between them. In addition, management reserves the right to address any workplace issues that may result from that relationship in the manner it deems appropriate.

Any employee who violates this policy will be subject to disciplinary action, up to and including discharge. The municipality regards a violation of this policy as particularly serious because such workplace relationships can cause favoritism, discrimination, unfair treatment, or other interference with municipal operations.

Nothing in this policy alters an employee's at-will status.

SECTION THREE

Paid and Unpaid Time Off Policies:

Scope:

These policies cover non-union employees. They also cover union employees to the extent that their collective bargaining agreements do not cover these issues.

3-1. Paid Holiday Policy:

The City of Summit will designate 12 paid holidays annually for observance.

POLICY

The City Administrator will designate 12 holidays which may include:

New Year's Day	Labor Day Observance
Martin Luther King's Birthday	Veterans' Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Thanksgiving Day
Memorial Day Observance	Day after Thanksgiving
Independence Day	Christmas Day

A holiday schedule indicating the specific dates for the year will be issued in advance of the year. Generally, a designated holiday which falls on a Sunday will be observed on the following Monday and if it falls on a Saturday it will be observed on the preceding Friday.

Holiday eligibility and pay

The following employees only are eligible for paid holidays.

- **Full-time employees**: Eligible for regular pay for all designated holidays.
- **Part-time employees with a regular work schedule of 20 hours or more per week**: Eligible for regular pay for holidays on a prorated basis. The annual number of paid holidays is determined by calculating the percent factor of part-time weekly hours to the normal work week and applying it to the 12 holidays.

For actual hours worked on a designated holiday, the employee will be paid at one and one-half times the regular pay rate.

Special situations

- *Designated holiday falls during scheduled vacation*: Day is paid as a holiday and not considered a vacation day.

- *Holiday pay while on sick leave:* Day is paid as a holiday and not considered against sick days.

Generally, if an employee is absent without authorization either the work day prior to of following a holiday, no payment will be made for the holiday.

3-2. Vacation Leave Policy:

POLICY

Eligibility:
Full-time employees are eligible for vacation based on their length of service calculated from the most recent date of full-time employment. Part-time employees who are regularly scheduled to work 20 hours or more a week are eligible for vacation on a prorated basis.

Allowance:
During the first year of employment, employees will be credited with one day of vacation for each month worked to a maximum of ten (10) days. Thereafter, eligibility for vacation for the calendar year beginning January 1 is as follows:

Years of service	Vacation Days
1 but less 4 years	10 days
4 but less than 9 years	15 days
9 but less than 14 years	18 days
14 but less than 19 years	20 days
19 but less than 24 years	23 days
24 years and thereafter	25 days

Scheduling:
Employees should follow departmental procedures to request vacation. The Department Head will approve vacation taking into consideration business requirements, the delivery of services and length of service for conflicting requests.

Carryover:
There is no carryover of vacation, except where business requirements prevent the use of vacation. Carryover requires the approval of the City Administrator upon the recommendation of the Department Head. Carryover is limited to one-half of the employee's vacation days and must be used by June 30 of the following year.

Designated holiday:
If a designated holiday occurs during vacation, the day will be paid as a holiday, not a vacation day.

Illness during vacation:
Illness or temporary incapacity during vacation will not ordinarily affect the duration of vacation and time will be paid as vacation. However, should the illness extend for one week or longer during the vacation and be properly certified as an absence for illness under the Paid Sick Leave policy, an adjustment to vacation days may be considered by the City Administrator.

Separation:
If an employee uses all credited vacation and separates prior to the end of the year, the employee must reimburse the City in an amount equal to the unearned vacation. The City reserves the right to withhold this amount from the final paycheck. In all other cases, vacation will be prorated from the first of the year and paid with the final paycheck. In the event of an employee's death, payment will be made to the estate.

3-3. Paid Sick Leave Policy:

POLICY

Sick leave is defined as employee absence from regular duty because of illness, accident or exposure to contagious disease. In exceptional circumstances, an employee may also use sick leave in the case of serious illness of a member of the employee's immediate household, with advance approval of the department head.

Eligibility:
Full-time regular employees and part-time employees with a regular work schedule of 20 hours or more a week are eligible for paid sick leave. For part-time employees, the allowance and accrual will be on a prorated basis.

Allowance and Accrual:
Eligible employees are granted a sick leave allowance of 14 days per calendar year completed after the date of employment. Eligibility for sick leave for the calendar year begins on January 1. During the first year of employment, eligibility for sick leave is based on the date of hire.

If hired:	Sick days
By March 31	7 days
Between April 1 and June 30	4 days
Between July 1 and September 30	3 days
After October 1	0 days

Sick leave may be accrued up to a maximum of 28 days. In the event an employee uses all sick leave currently available, the department head may request an extension of paid sick leave. The department head must submit the appropriate form to the City Administrator containing information about the employee's sick leave history. The City Administrator may recommend to Common Council an extension of paid sick leave based upon all of the following factors:

1. Nature of the incident
2. Overall sick leave record of the employee
3. Employee's attendance record
4. Employee's work performance
5. Availability of unused sick days in prior years.

Common Council will grant extensions on a case-by-case basis only. A decision to grant an extension to an employee shall not constitute precedent. Based on the circumstances for granting an extension of sick leave, this time may reduce the time allowed under FMLA.

An employee may use vacation or personal leave to maintain pay and benefits after extended sick leave has been exhausted, or may request leave of absence without pay. The employee must request this use of leave in writing. The department head must approve use of vacation or personal leave. Leave of absence without pay must be approved in accordance with the provisions of this section of this manual covering that subject.

Procedure:

Personal illness or injury
An employee who will be absent from work due to personal illness or injury should notify the supervisor or department head prior to the scheduled start of work.

After an absence of three consecutive working days, the employee must present a doctor's certification, at the employee's expense, for the illness and period of absence in accordance with the Family and Medical Leave Act policy. In the event of a pattern of absence and following a warning from the employee's department head, the manager may require that the employee present a doctor's certification. The City reserves the right to verify the doctor's certification.

Serious illness of a family member
Upon the recommendation of the Department Head and approval of the City Administrator, sick leave may be used to care for a member of an employee's immediate family with a serious health condition. For purposes of this policy, immediate family means spouse, child or parent. The definition of serious health condition and certification requirements will follow the New Jersey Family Leave Act.

Statutory Plans
If an employee qualifies for statutory disability benefits or payment under Workers Compensation, the amount of payment received under these plans will reduce the amount paid by the City.

Use of sick leave
An employee may not use sick leave to extend time off paid as vacation or personal days.

Separation
No payment will be made for any unused sick days upon separation from employment.

3-4. Personal Leave Policy:

POLICY

Full-time employees are eligible for two (2) personal days per year. Part-time employees with a regular work schedule of 20 hours or more a week are eligible for personal days on a pro-rated basis.

The following apply to personal days:

- Whenever possible, personal days should be scheduled at least three workdays in advance and require approval of the Department Head.
- Personal days may be scheduled with vacation.
- There is no carryover of personal days from year to year.
- No payment will be made in lieu of unused personal days upon separation.
- Personal days may not be used to extend time off for occasional illness, but may be used for a long-term illness or as paid days under an approved Family & Medical Leave with the approval of the City Administrator.

3-5. Incentive Leave Policy:

The City of Summit recognizes that limited use of sick leave by employees contributes to increased productivity and service delivery. Insofar as certain employees covered by collective bargaining agreements are entitled to financial compensation in return for unused sick leave time annually, full-time regular employees not covered by a collective bargaining agreement shall be entitled to one (1) additional day of personal leave for each six month period in a calendar year during which no sick leave is used. Said additional leave shall be considered personal leave and shall be scheduled in accordance with the provisions of this manual entitled "Personal Leave Policy" and subject to the policies outlined therein, except that any day earned during such six-month period shall be used during the next six-month period. Incentive days earned during the final six-month period of any calendar year shall be credited as leave earned for the six month period in the following year.

3-6. Leaves of Absence Policy:

SUMMARY

The City of Summit's Leave of Absence policy is designed to comply with legislative and regulatory requirements and provide eligible employees with extended time away from work to manage personal or family responsibilities, respond to civic duties or recover from an illness or injury.

Each type of leave is described in this policy, indicating the qualifying requirements to request leave, reasons for the leave, whether it is paid or unpaid, length of leave, benefit coverage, return to work provisions and the request and approval process. A summary chart is included. Any questions and all requests for leave should be directed to the City Administrator.

The City provides for the following leaves subject to the specific provisions presented below:

TYPE OF LEAVE	PAY STATUS
Bereavement/Administrative	Paid
Family & Medical	See policy
Leave of Absence	Unpaid
Civic Duties: Jury and Witness Service	Paid for a designated period
Civic Duties: Military	See policy
Terminal	Payment
Domestic Violence	See policy

POLICY

3-6.1. Bereavement/Administrative Leave (Revised June 2012)

Reason: Death in the immediate family. Immediate family includes spouse, child, parent, mother- or father-in-law, sibling, grandparent, grandchild, domestic partner, civil union partner or any other individual as approved by the City Administrator. For good cause, a department head may grant an employee administrative leave of absence of up to five (5) days per year with the advance written approval of the City Administrator.

Eligibility: Eligible from date of full-time employment.

Length of Leave: Up to five (5) work days, as needed.

Pay Status: Paid

Benefits & Policies: Eligibility for and coverage under benefit plans and policies continues for the period of the bereavement leave. For bereavement or administrative leave, the City reserves the right to request verification for information in support of the employee's request.

Return to Work: Return to same position.

Request and Approval: Employees should notify their immediate supervisor as soon as possible.

3-6.2. Family and Medical Leave

A leave of absence may be granted in accordance with the provisions and requirements of the federal Family Medical Leave Act, 29 U.S.C. § 2601, *et seq.*and/or the New Jersey Family Leave Act: N.J.S.A. 34:11 B-1, *et seq.*

The Family and Medical Leave Act ("FMLA") entitles eligible employees to take up to 12 weeks of job-protected leave in a 12 month period for specified family and medical reasons.[1] The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave.

Employee Eligibility: To be eligible for FMLA benefits, an employee must:

1. have worked for the City of Summit for a total of 12 months; and

2. have worked at least 1,250 hours (including overtime) over the previous 12 months (subject to special rules applicable to returning reservists pursuant to the Uniformed Services Employment and Reemployment Act).

Leave Entitlement: An eligible employee may take up to a total of twelve 12 workweeks of FMLA leave during any 12-month period for one or more of the following reasons and must be supported by a physician's certificate:

- incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, civil union partner, son or daughter, or parent, who has a serious health condition; **or**
- for a serious health condition that makes the employee unable to perform the functions of the employee's job

Eligible employees with a spouse, son, daughter or parent on covered active duty or called to covered active duty status in the Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week entitlement to address certain qualifying exigencies. Qualifying exigencies may include short notice deployment, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, attending post-deployment reintegration briefings, and parental care. Upon the City's request, an employee must provide a copy of the covered military member's active duty orders to support the request for qualifying exigency leave.

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[1] An eligible employee may utilize up to 26 weeks of FMLA leave for care of servicemember with serious injury or illness incurred in line of duty on active duty.

Employees who request qualifying exigency leave to spend time with a covered military member on Rest and Recuperation leave may take up to fifteen (15) calendar days of leave. Upon the City of Summit's request, an employee must provide a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

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Eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a military member during a single 12–month period. A military member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on covered active duty that may render the covered military member medically unfit to perform his or her duties for which the covered military member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporarily disability retired list. Military member also includes covered veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A covered veteran is an individual who was discharged or released under conditions other then dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

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The City of Summit will calculate the 12-month FMLA "leave year" measured forward from the date the employee's first FMLA leave begins.[2]

When an employee takes leave for a reason covered by the New Jersey Family Leave Act ("FLA") and the FMLA, the leave shall be simultaneously counted against an employee's entitlement under both statutes to the extent permitted by law.

Spouses employed by the City of Summit are jointly entitled to a **combined** total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.[3]

Leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement during the 12 month period following such birth or placement.

[2] In the case of military caregiver leave, the 26 week period shall be calculated forward of the first such leave taken.

[3] In the case of military caregiver leave, spouses employed by the City of Summit are jointly entitled to a **combined** total of 26 weeks of such FMLA leave.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employee's requesting such leave shall provide the City of Summit with a regular schedule of days for intermittent leave.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the City of Summit's approval.
- FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member or covered service member, for a qualifying exigency relative to deployment of a spouse, son, daughter, or parent, or because the employee is seriously ill and unable to work.
- Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

FMLA leave will be unpaid unless the employee has available applicable earned paid leave (such as sick, personal, or vacation leave or comp time). In the event the employee has such available earned paid time off, the employee must first use any applicable earned sick leave, and may, thereafter, at the employee's election, use any other applicable earned paid time off, all of which time will be counted as FMLA leave. Once such applicable paid time off is exhausted, the remainder of the FMLA leave is unpaid. The City of Summit is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

New Jersey Family Temporary Disability ("NJFTD") benefits are available to qualifying employees through the State of New Jersey. Applications may be obtained in the City Administrator's Office. Employees must complete the application and submit it directly to the State of New Jersey, Division of Temporary Disability Insurance for determination of benefit eligibility. Employees who qualify for New Jersey Family Temporary Disability benefits under the New Jersey Temporary Benefits Law, N.J.S.A. 43:21-25, et seq. will be required to utilize any accumulated sick leave during the first two (2) weeks of the leave, which will count against the employee's maximum six (6) week benefit period and will run concurrently with the employee's FMLA and/or FLA leave entitlement. Beginning in week three (3), employees may elect to continue to utilize accumulated sick leave, vacation, or personal time for the leave. The election to utilize accrued paid time will not reduce days available under the NJFTD program. However, leave entitlement under the FMLA and/or NJFLA will continue to be exhausted.

Alternatively employees may elect not to use accumulated paid leave, and instead, accept the weekly amount paid by the State for the remaining four (4) weeks covered by the NJFTD benefits program, which will run concurrently with FMLA and/or NJFLA leave. Employees who select this option may not utilize accrued paid leave to supplement NJFTD benefits.

Following exhaustion of any benefits under the Family Temporary Disability Benefits program, employees must resume utilization of paid sick leave where applicable until same is exhausted, after which any remaining FMLA leave will be unpaid.

A "**serious health condition**" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing

the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy,[4] or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

"**Health care provider**" for purposes of the FMLA means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; **or**
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; **or**
- nurse practitioners, nurse-midwives, clinical social workers, and physician assistants authorized to practice, and performing within the scope of their practice, as defined under state law; **or**
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; **or**
- Any health care provider recognized by the City of Summit or the City of Summit's group health plan benefits manager.

Maintenance of Health Benefits: During FMLA leave, the employee's health insurance coverage will be maintained under the same terms and conditions as if the employee had continued to work. Employees may be required to pay their share of health insurance premiums while on leave where consistent with applicable collective negotiations agreements and/or health insurance plans in effect at the time of leave.

In some instances, the City of Summit may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration: Generally, upon return from FMLA leave, the employee will be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. If the City of Summit should experience a reduction in force or layoff, an employee who would have been affected by such a reduction in force or layoff had he/she not been on FMLA leave is not entitled to be returned to work following exhaustion or completion of FMLA leave, however, the employee retains all rights under any applicable lay off or recall system.

An employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave and FMLA leave will not be considered in discipline related to tardiness and/or attendance.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, the City of Summit may refuse to

[4] Prenatal care also qualifies as a "serious health condition" under the FMLA.

reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the City of Summit will:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the City of Summit decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration and notify employee in writing of that decision.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees.

Notice and Certification: Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City of Summit's normal call-in procedures.

Employees must provide sufficient information for the City of Summit to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA was previously taken or certified.

The City of Summit may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the City of Summit's expense) and periodic recertification;
- periodic reports during FMLA leave regarding the employee's status and intent to return to work and
- medical certification of fitness for return to duty.

The City of Summit will notify employees requesting leave whether they are eligible for FMLA leave, and if they are not, the reasons for their ineligibility. Where leave is being designated as FMLA leave, the employee shall be so notified in writing and shall be notified of his/her rights and responsibilities relative to his/her FMLA leave.

No Retaliation: There shall be no retaliation against any employee for exercising his/her rights under the FMLA and/or for taking leave.

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Questions: Any questions regarding this policy or FMLA leave should be directed to the City Administrator and/or may be directed to the United States Department of Labor at 1-866-467-9243.

3-6.3. The New Jersey Family Leave Act

The New Jersey Family Leave Act ("FLA") entitles eligible employees to take up to 12 workweeks of job-protected leave in a 24-month period for specified reasons. The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave; notice and certification of the need for FLA leave; and, protection for employees who request or take FLA leave.

Employee Eligibility: To be eligible for FLA benefits, an employee must:

- have worked for the City of Summit for a total of 12 months; and
- have worked at least 1,000 hours (including overtime) over the previous 12 months

Leave Entitlement: An eligible employee may take up to a total of 12 workweeks of FLA leave during any 24-month period for one or more of the following reasons:

- for the birth of a child of the employee;
- for placement with the employee of a child for adoption; or
- to care for the employee's family member (child, spouse, civil union partner, or parent) with a serious health condition.

The City of Summit will measure the 24 month period forward from the date the employee's first FLA leave begins.

When an employee asks for leave for a reason covered by the federal Family and Medical Leave Act ("FMLA"), the leave shall be simultaneously counted against an employee's entitlement under both statutes to the extent applicable and permitted by law. However, if an employee takes FMLA because of his or her own disability, including a disability related to pregnancy or childbirth, and a family member becomes seriously ill or a child is born or adopted while he or she is still on FMLA disability leave, the intervening birth, adoption, or serious family illness does not convert the FMLA leave to FLA leave. For as long as the employee continues to be eligible for FMLA leave based upon his or her own disability, the leave does not simultaneously count against the employee's FLA entitlement. After the employee is released by his or her healthcare provider, any remaining FMLA leave will run concurrently with the employee's FLA leave entitlement.

Leave for birth and care, or placement for adoption, must be commenced within 12 months of the birth or placement.

FLA leave taken on account of the serious illness of a family member may, in certain cases, be taken in the form of a reduced leave schedule, or when medically necessary, on an intermittent basis, rather than all at once. In the case of FLA leave taken on account of the birth or placement of a child for adoption, an employee may only take FLA leave intermittently or on a reduced leave schedule if the City of Summit expressly so agrees.

FLA leave will be unpaid unless the employee has available applicable earned paid leave (such as sick, personal, or vacation leave). In the event the employee has such available earned paid time off, the employee must first use any applicable earned sick leave, and may, thereafter, at the employee's election, use any other applicable earned paid time off, all of which time will be counted as FLA leave. Once such applicable paid time off is exhausted, the remainder of the FLA leave is unpaid. The City of Summit is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

New Jersey Family Temporary Disability ("NJFTD") benefits are available to qualifying employees through the State of New Jersey. Applications may be obtained in the City Administrator's Office. Employees must complete the application and submit it directly to the State of New Jersey, Division of Temporary Disability Insurance for determination of benefit eligibility. Employees who qualify for New Jersey Family Temporary Disability ("NJFTD") benefits under the New Jersey Temporary Benefits Law, N.J.S.A. 43:21-25, et seq. will be required to utilize any accumulated sick leave during the first two (2) weeks of the leave, which will count against the employee's maximum six (6) week benefit period and will run concurrently with the employee's FMLA and/or FLA leave entitlement. Beginning in week three (3), employees may elect to continue to utilize accumulated sick leave, vacation, or personal time for the leave. The election to utilize accrued paid time will not reduce days available under the NJFTD program. However, leave entitlement under the FMLA and/or NJFLA will continue to be exhausted.

Alternatively employees may elect not to use accumulated paid leave, and instead, accept the weekly amount paid by the State for the remaining four (4) weeks covered by the NJFTD benefits program, which will run concurrently with FMLA and/or NJFLA leave. Employees who select this option may not utilize accrued paid leave to supplement NJFTD benefits.

Following exhaustion of any benefits under the Family Temporary Disability Benefits program, employees must resume utilization of paid sick leave where applicable until same is exhausted, after which any remaining FMLA leave will be unpaid.

The City of Summit is responsible for designating if an employee's use of paid leave counts as FLA leave, based upon information from the employee.

"Serious health condition" for purposes of the FLA means an illness, injury, impairment or physical or mental condition which requires:

- Inpatient care in a hospital, hospice or residential medical-care facility; or
- Continuing medical treatment or continuing supervision by a health care provider.
- For FLA purposes, "continuing medical treatment or continuing supervision by a health care provider means:
    1. A period of incapacity (that is inability to work, attend school, or perform regular daily activities due to a serious health condition, treatment therefore and recovery therefrom) or more than three consecutive

days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

a. Treatment two or more times by a health care provider; or

b. Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;

2. Any period of incapacity due to pregnancy, or for prenatal care;

3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;

4. Any period of incapacity, which is permanent or long term, due to a condition for which treatment may not be effective (such as Alzheimer's disease, a severe stroke or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or

5. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity or more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) or kidney disease (dialysis).

"Health Care Provider" for purposes of the FLA means any person licensed under federal, state, or local law, or the laws of a foreign nation, to provide health care services; or any other person who has been authorized to provide health care by a licensed health care provider.

Maintenance of Health Benefits: During FLA leave, the employee's health insurance coverage will be maintained under the same terms and conditions as if the employee had continued to work. Employees may be required to pay their share of health insurance premiums while on leave, where consistent with applicable collective negotiations agreements and/or health insurance plans in effect at the time of leave.

Job Restoration: Generally, upon return from FLA leave, the employee will be restored to his/her original job, or to an equivalent job with like seniority, status, employment benefits, pay, and conditions of employment.

If the City of Summit should experience a reduction in force or layoffs, an employee who would have been affected by such reduction in force or layoff had he/she not been on FLA leave is not entitled to be returned to work following exhaustion or completion of FLA leave, however, the employee retains all rights under any applicable layoff and recall system.

The City of Summit may deny FLA leave to certain of its highest paid salaried employees to the extent such denial is necessary to prevent substantial and grievous economic injury to The City of Summit, upon notice to such employee. If such leave has already commenced, such employee shall be given ten (10) working days to return to work.

Notice and Certification: When FLA leave is sought due to the birth or placement of a child for adoption, the employee must provide at least thirty (30) days notice of the intention to take FLA leave when reasonably practicable. When FLA leave is sought due to a family member's serious illness, the employee must provide at least thirty (30) days notice of the intention to take FLA leave, except where emergent circumstances warrant shorter notice.

An employee requesting FLA leave in order to care for the employee's seriously-ill spouse, civil union partner, child, or parent may be required to provide a certification issued by a health care provider supporting the need for the requested FLA leave.

No Retaliation: There shall be no retaliation against any employee for exercising his/her rights under the FLA and/or for taking FLA leave.

Questions: Any questions regarding this policy or FLA leave should be directed to the City Administrator.

3-6.4. Leave of Absence Without Pay

Regular employees may be granted a leave of absence without pay with the approval of the Common Council for up to a three-month period, which may be extended up to a maximum of one year. Each case is considered on its merit and does not set a precedent. Leaves may be requested for: temporary incapacity; attendance at school or job-related advanced study; national emergency; and for any reason deemed valid by the Common Council.

An employee on leave of absence will not be entitled to any benefits during the duration of the leave, but upon return from leave may be entitled to a position of equal status and pay to that which was held when the employee went on leave.

To the extent that an employee's leave of absence without pay will be used for a purpose covered by the federal or state Family Leave Act, any leave that is granted shall be counted toward the period covered by the Family Leave Act.

Procedure:

An employee applies for leave by submitting a detailed written request to the department head. This is submitted to the City Administrator with the department head's recommendation. Such request shall explain the purpose of the leave, the length of time required and the intent to return to the City.

The City Administrator submits all data on the request for leave with a recommendation to the Common Council for its consideration.

3-6.5. Jury or Witness Service

Reason: Summons to jury duty or the requirement to testify as a witness under subpoena in a judicial proceeding other than as part of official duties. An appearance in court in connection with official duties is considered normal duty time.

Eligibility: All full-time employees

Length of Leave: Period of jury service

Pay Status: Paid for up to two weeks. If jury service extends beyond two weeks, Common Council may consider an extension of paid time based upon the recommendation of the City Administrator.

Benefits & Policies: Eligibility for and coverage under benefit plans continues for the period of the leave subject to employee contributions as required and plan provisions.

Return to Work: Upon completion of jury service, the employee will return to same position.

Request and Approval: Employees will present the official summons to jury duty immediately upon receipt to the department head. The Department Head will provide a copy of the summons to the City Administrator.

Employees will immediately present any subpoenas served upon them in connection with their official duties to their department heads.

Employees released from jury duty on any day more then two (2) hours prior to the end of the normal work day are to report by telephone to their department heads. Normally, they will be expected to return to duty.

An employee who is called to jury duty will give the department head proof of attendance upon return to work.

3-6.6. Military Service (Revised June 2012)

The City will grant leaves of absence for military service in compliance with the provisions and requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). This will include leave for periods of voluntary or involuntary service in the armed forces for all types of active duty, inactive duty training and full-time National Guard duty. The employee will show orders received requiring military leave.

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the national Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time

temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military services will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the City's group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

To be eligible for reemployment rights, employees are required to give notice and have been employed with the City immediately before entering the service. Such employment should generally be full-time and considered to be on a continuing basis. An employee, based on discharge status, is generally eligible for reemployment upon completion of military service if the military service does not exceed five years.

For further information regarding benefits coverage during military service, pay, vacation entitlement and accruals for service-based programs, please consult with the City Administrator.

3-6.7. Terminal Leave

Eligibility: Full-time regular employees who retire with a pension or a disability retirement. Employee must submit written notice to the Department Head. This notice should be given at least six (6) months before the planned date of retirement. This special terminal leave benefit is not granted in case of discharge, dismissal, resignation or deferred retirement.

Payments: Payment for all unused vacation for the year, rather than prorated through the date of separation, will be made.

In addition, a special terminal leave payment, as calculated by the City Treasurer, will be granted as follows:

Years of service	Days of paid leave
1 through 9	10
10 through 14	15
15 through 19	20
20 or more	25

Form of payment: Generally terminal leave and unused vacation will be granted as time off with pay. However, upon the written request of the retiring employee and with the recommendation of the Department Head and City Administrator, Common Council may consider a resolution for a single lump sum cash payment. The Department Head's and City Administrator's recommendations will be based on the operating needs of the department, the current operating budget and other relevant factors. An employee who fails to give notice of planned retirement during the prior fiscal year will not normally be eligible for a cash payment.

3-6.8. Voluntary Leave

Eligibility: Regular, full-time and part-time City employees. All other categories of employees, including temporary, seasonal or probationary, are not eligible.

Procedure: Employees seeking a voluntary leave without pay will submit a request at least two weeks prior to the date of leave, using the appropriate form, through their supervisor to their department head for approval. The Department Head shall recommend approval or denial of the voluntary leave to the City Administrator who will have the final approval authority.

Any voluntary leave sought to be taken under this policy will not be approved if the leave will create an overtime expense to fill the vacancy. The Department Head must determine that there will be no adverse operational impact created by the vacancy.

Benefits: Employees who elect to take voluntary leaves will have their health benefits continued on the same terms and conditions as if they were working. Voluntary leaves will not affect the accrual of paid leave time, anniversary dates, paid holidays or seniority. However, pension benefits will not accrue, but employees may purchase the leave time in accordance with the rules of the Division of Pensions.

Voluntary leaves normally will not exceed two weeks in any year unless authorized by the City Administrator.

3-6.9. Domestic Violence Leave

The New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act" provides protection for employees and their family members who have been the victim of domestic violence or sexual assault. Employees are entitled to twenty (20) days of unpaid protected leave from work to:

- Seek medical attention for physical or psychological injuries;
- Obtain services from a victim services organization, pursue psychological or other counseling;
- Participate in safety planning for temporary or permanent relocation;
- Seek legal assistance to ensure health and safety of the employee or the employee's relative; or
- Attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

Eligibility: An employee must meet the following criteria to be eligible for Domestic Violence Leave:

- The employee or their child, parent, spouse or domestic partner must be a victim of domestic violence or a sexually violent offense;
- The employee must have worked for the employer for at least twelve months and for at least 1,000 hours during the twelve (12) month period immediately preceding the requested leave; and
- The twenty (20) day leave must be taken within one (1) year of the qualifying event.

Employees may take leave on an intermittent basis but such leave can not be shorter than one (1) full day. To the extent the leave is foreseeable, employees must provide advanced notice. In addition, an employee seeking leave must provide proof that they qualify for the leave. Such proof may include restraining order, letter from a prosecutor, proof of conviction, medical documentation or a certification from an agency or professional involved in assisting the employee.

In certain circumstances, the basis for the leave may also qualify under the federal Family and Medical Leave Act and/or the New Jersey Family Leave Act. If so, the City of Summit will treat the leave concurrently with the leave under those statutes. Employees may be required to use paid vacation leave, personal time, or sick leave concurrently.

The City of Summit shall protect the privacy of employees who seek leave by holding the request for leave, the leave itself or the failure to return to work in the strictest confidence.

The City of Summit shall not retaliate, harass or discriminate against any employee exercising his/her right to take the leave provided by this policy.

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3-7. Transfer of Compensatory Time:

Purpose: To allow the transfer of compensatory time to a City employee that is suffering from a long-term illness or medical condition.

Eligibility: Regular, full-time City employees. All other categories of employees including; part-time, temporary, seasonal or probationary are not eligible.

Procedure:

1. Employees seeking donation of compensatory time from another employee must have first exhausted all other forms of accumulated leave including: sick, personal, vacation and compensatory.

2. Once an employee has exhausted all accumulated leave as outlined in Paragraph 1 above, an employee may request and receive donated compensatory time for the anticipated period of absence up to a maximum of 180 days. The 180 days will be based on an eight hour day. For employees working alternative schedules, the day will be converted to an eight hour day for purposes of this policy.

3. The city administrator will issue a notice to all employees of a request for donation of compensatory time. Employees who wish to donate shall notify the city administrator.

4. All transfers of compensatory time must be approved by the city administrator and the department heads of the respective donor and recipient.

5. The employee that donates compensatory time may be within the same department as the recipient or may be from another City department. Donation of compensatory time is done on a confidential basis and is completely voluntary.

6. Compensatory time is transferred on an hour for hour basis without regard for the actual differential in hourly compensation between either the donor or the recipient.

7. Donated compensatory time is irrevocable.

8. The city administrator retains the final authority to resolve any dispute that may arise from this policy.

~~LEAVES OF ABSENCE~~

~~BEREAVEMENT/ADMINISTRATIVE LEAVE~~						
~~REASON~~	~~ELIGIBILITY~~	~~LENGTH~~	~~PAY STATUS~~	~~BENEFITS~~	~~RETURN TO WORK~~	~~REQUEST & APPROVAL~~
~~Death in the immediate family~~	~~Full-time employees~~	~~Up to five days~~	~~Paid~~	~~Eligibility and coverage continues~~	~~Return to same position~~	~~Notify immediate supervisor~~

~~FAMILY & MEDICAL LEAVE*~~						
~~REASON~~	~~ELIGIBILITY~~	~~LENGTH~~	~~PAY STATUS~~	~~BENEFITS~~	~~RETURN TO WORK~~	~~REQUEST & APPROVAL~~
~~• Birth/ adoption of a child~~ ~~• Care for a seriously ill family member~~ ~~• Personal serious health condition~~	~~Full-time employee who has been employed for 12 months and worked requisite hours during that period~~	~~Up to 12 weeks in any 12 or 24 month period depending on the type of leave to be taken~~	~~Unpaid unless employee has available applicable earned paid time off~~	~~Eligibility and coverage continues if required contributions are made and subject to plan provisions~~	~~Upon return from an approved leave, return to former position or another position with equivalent pay, benefits and conditions of employment~~	~~Notify Dept. Manager at least 30 days prior to the qualifying event, if possible~~

~~* Certain provisions of the New Jersey Family Leave Act may apply. Please refer to the policy statement.~~

~~JURY OR WITNESS SERVICE~~						
~~REASON~~	~~ELIGIBILITY~~	~~LENGTH~~	~~PAY STATUS~~	~~BENEFITS~~	~~RETURN TO WORK~~	~~REQUEST & APPROVAL~~
~~Jury duty or as a witness who has received a subpoena~~	~~All full-time employees~~	~~Period of jury service~~	~~Paid for up to two weeks. Consult City Administrator for service beyond two weeks. An employee may retain any pay for jury duty or transportation allowance.~~	~~Eligibility and coverage continues if required contributions are made and subject to plan provisions~~	~~Return to same position.~~	~~Present copy of jury summons to Department Head as far in advance as possible.~~

MILITARY SERVICE
Leaves of absence for military service will be granted in compliance with the provisions and requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). This will include leave for periods of voluntary or involuntary service in the armed forces for all types of active duty, inactive duty training and full time National Guard. Please refer to policy for complete details on this leave.

TERMINAL LEAVE
Full-time regular employees who retire on an ordinary service basis or a disability retirement and who submit the required written notice and are eligible. Payment is made for all unused vacation rather than prorated in the year of retirement. In addition, a special terminal leave payment will be granted with the amount based on length of service. The schedule, forms of payment and request and approval process are presented in the policy. Please refer to the policy for complete details on this leave.

VOLUNTARY LEAVE
Full-time regular and part-time employees are eligible. All other categories of employees, including temporary, seasonal or probationary, are not eligible. This is an unpaid leave. A request must be submitted through the employee's supervisor at least two weeks prior to the date of leave, using the appropriate form, for Department Head recommendation. The City Administrator will have final approval authority. Pension benefits will not accrue during the leave time but may be purchased back by the employee in accordance with the rules of the Division of Pensions. Please refer to policy for complete details on this leave.

DOMESTIC VIOLENCE LEAVE
Employees who have worked for the City of Summit for at least 12 months and for at least 1,000 hours during the 12 month period immediately preceding the requested leave are eligible. Employees are entitled to twenty (20) days of unpaid protected leave from work. The leave must be taken within one year of the qualifying event. Employees may be required to use paid vacation leave, personal time, or sick leave concurrently. A request must be submitted through the employee's supervisor with advanced notice if possible. Please refer to policy for complete details on this leave.

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SECTION FOUR

Compensation & Employee Benefits Policies:

Scope:

These policies cover non-union employees. They also cover union employees to the extent that their collective bargaining agreements do not cover these issues.

4-1. Payroll Policy:

Salary ranges are established by ordinance, and the salary must fall within the minimum and maximum ranges for the employee's title. All employees are paid bi-weekly. School crossing guards shall be paid bi-weekly from October through June. Employees who are going on vacation and would like their checks in advance must submit a form, with the approval of the department head, to the payroll office, at least 3 weeks in advance of the scheduled payday, except for pay-dates for the first and last, and overlapping, quarters.

All full-time and part-time employees are paid bi-weekly on Friday. Paychecks will be released to department heads after 3:00 on the preceding Thursday. No City employee is allowed to cash or deposit a paycheck during working hours. When payday falls on a holiday, employees will be paid on the preceding day.

The City of Summit will not accept responsibility for any employee's personal finances. The City will acknowledge judgments against an employee's pay, but will not act as a mediator between the employee and creditors.

4-2. Overtime Compensation Policy: (revised October 2016)

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Under the Federal Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer or professional positions are exempt from the provisions of the Act. There are also employees who may be exempt because their compensation exceeds $100,000 per year depending upon their job duties. The City Administrator shall notify all exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

The City recognizes that department heads, division heads and management employees may have to work additional hours to accomplish special projects and tasks. Since they are not eligible for overtime payments or compensatory time off, the department head may allow a division head or management employee time off under these circumstances. Similarly, the City Administrator may allow department heads time off.

The following executive, administrative and professional positions are not eligible to receive overtime payments or compensatory time off.

POSITIONS NOT ELIGIBLE FOR OVERTIME		
Assessor	Construction Official	Health Director
Assistant City Engineer	Court Administrator	Library Director
Assistant City Treasurer	Deputy City Clerk	Parking Services Manager ~~/ Asst. to City Administrator~~
Assistant Community Programs Director	Deputy Fire Chief	Police Chief
Assistant Superintendent of Public Works	Deputy Police Chief or Captain	Receiver of Taxes
City Administrator	Director of Community Programs	Secretary to Mayor and Council / City Clerk
City Engineer/Deputy DCS Director	Director of Community Services	Superintendent of Public Works
City Treasurer/CFO	Fire Director / Chief	

In general, any position classified as Grade 13 or above is considered executive, administrative or professional and is not eligible for overtime.

All other employees are classified as Non-Exempt and are subject to the provisions of the Act. Depending on work needs, Non-Exempt employees may be required to work overtime. Non-Exempt employees are not permitted to work overtime unless the overtime is budgeted and approved by the department head and the City Administrator. Non-Exempt employees working overtime without prior approval will be subject to disciplinary action.

Non-Exempt employees will receive overtime compensation for hours worked in excess of forty in a weekly period. Employees may choose overtime compensation in the form of overtime pay at their regular hourly salary or compensating time off. The maximum number of hours that an employee may accrue for future compensating time off is eight hours. Once this maximum has been accumulated, all additional hours will be compensated by overtime pay. Accrued and taken overtime compensating hours must be noted on the employee's time sheet.

Non-Exempt employees will receive one and one-half hours of overtime compensation for each hour worked in excess of forty hours in a weekly period, except that police and fire employees shall receive one and one-half hours of overtime compensation for each hour worked in excess the normal extended work period. For purposes of overtime compensation, hours worked are computed to the nearest one-half hour per day. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, but sick time and personal time are not.

Employees must make a request to their supervisor at least two days in advance when they want to take compensating time off. The supervisor will normally approve the request if the absence does not cause undue hardship to the department.

In addition to the requirements of the Federal Fair Labor Standards Act, Non-Exempt employees having a normal 35-hour work week will also receive overtime compensation for work in excess of thirty-five hours but not greater than forty hours in a weekly period. This other compensation will be one hour for each hour worked in excess of thirty-five hours.

If a Non-Exempt employee works on Sunday or a paid holiday, the employee will receive overtime compensation of 1 and 1/2 hour(s) for each hour worked less the number of hours of overtime compensation received under any other provision of the policy. If a Non-Exempt employee not on regular call out duty is required to return to work in an emergency or because of unusual circumstance, the employee will receive overtime compensation of the greater of: (1) 2 hours, or (2) the actual number of hours worked (3) less the number of hours of overtime compensation received under any other provision of this policy.

4-3. Health Insurance Policy:

The City of Summit provides hospitalization medical/surgical and major medical coverage for full-time regular employees and their eligible dependents up to the age of twenty-six (26). Employees shall contribute to the cost of this insurance in accordance with state law.

The coverage includes basic health insurance.

Coverage becomes effective for the new employee 2 months after the initial date of hire, unless the employee was enrolled in the NJ State Health Benefits Plan immediately prior to City employment. Forms must be completed by the employee during orientation. Enrollment is handled by the City Treasurer's office. All claims are handled by the employee and the insurance company.

Effective January 1, 1982 the City shall provide reimbursement for basic health insurance coverage for the retiree upon retirement occurring after January 1, 1982, subject to the following conditions:

A) After twenty-five (25) years full-time service with the City of Summit or upon a work-related total disability retirement as approved by the New Jersey Public Employees' Retirement System.

B) In order to be eligible, the individual must be enrolled in the City's subgroup benefits plan for retirees.

C) If the individual is employed after retirement from the City and is eligible to receive health benefits from such subsequent employer, or if said retiree's spouse is employed and substantial equivalent coverage is thereby provided to the retiree, then the City will not be obligated to reimburse any portion of the premium. The City may require appropriate documentation.

   An employee who loses eligibility for reimbursement under this policy may regain eligibility once other sources of health benefits are no longer available.

D) The City will reimburse the retiree's annual insurance cost up to a total of $1,400 or at such higher rate as may be set annually by the Common Council as part of the salary ordinance, or in accordance with negotiated labor agreements. Any additional costs will be paid by the retiree.

E) Upon proper documentation to the City Treasurer, the City will reimburse the retiree in accordance with Section D. on an annual basis

A retiree seeking reimbursement must present documentation to the City Treasurer showing that health insurance has been purchased and paid for, and that no other sources of health insurance are available to the retiree.

4-4. Dental Benefits Policy:

The City provides dental insurance coverage for full-time regular employees and their eligible dependents. The City's cost will be limited to $33 per month or such higher amount as may be set by the annual salary ordinance. Any additional amount will be paid through a payroll deduction.

Coverage becomes effective 2 months following initial employment. Forms must be completed by the employee during orientation.

Enrollment is handled by the City Treasurer's office. All claims are processed directly by the employee and the insurance company.

4-5. Group Life Insurance (employee-paid)

All PERS members automatically receive a group term life insurance policy equal to one and one-half (1-1/2) times their annual salary to which they do not contribute any money.

In addition, each employee is normally required, by statute, to participate in the system's contributory life insurance plan (CLIP) for a period of twelve (12) months following the date of enrollment. The contributory life insurance plan provides an additional one and one-half (1-1/2) times the annual salary coverage.

After the initial one (1) year period, this coverage may be canceled by the employee. Reinstatement at a later date is not allowed.

It is the employee's responsibility to maintain up-to-date beneficiary designations. Forms are available in the City Treasurer's office. Brochures are available in the City Treasurer's office describing this benefit.

The terms of this program are controlled by the State of New Jersey, not the City of Summit, and are subject to change.

4-6. Group Life Benefit (city-paid)

The City of Summit provides term life coverage in the amount of $5,000 for all full-time regular employees. There is an additional $5,000 coverage in case of accidental death.

The treasurer's office is responsible for enrolling eligible employees. Notification of such benefit will be given to each employee.

When an employee terminates employment, either through retirement or other reasons, this coverage ends.

4-7. Recreational Benefit Policy:

The City recognizes that happy, healthy employees are productive employees. Full-time and part-time City employees shall be entitled to membership at the applicable rates at the following City facilities:

A) Summit Free Public Library
B) Family Aquatic Center
C) Municipal Golf Course

4-8. Payroll Deductions:

Mandatory and authorized deductions will consist of the following:

Mandatory:

1. Federal Withholding Tax
2. State Withholding Tax
3. FICA (Social Security)
4. Medicare
5. Unemployment Compensation Insurance
6. Pension Deductions
7. State Family Leave Insurance
8. State Workforce Development

Authorized:

1. PERS Contributory Insurance (mandatory for first-year enrollment only)
2. PERS Supplemental Annuity Program
3. Repayment of Pension Loans
4. Wage Garnishments and child support
5. Health and Dental Insurance Contributions
6. Any other statutory obligated deduction
7. Any other benefits authorized by Common Council that include a payroll deduction, such as deferred compensation.

The Treasurer's Office will be responsible for insuring that these deductions are made from employee pay checks.

4-9. Resignation and Retirement:

An employee may resign or retire in good standing by giving the department head adequate written notice prior to the last day actually spent on the job, exclusive of any leaves taken while still on the City payroll.

"Adequate written notice" means:

- for rank-and-file employees: 10 working days
- for supervisory employees: 20 working days
- for managerial employees: 30 working days

The terminal leave of any employee who fails to give adequate notice of retirement will be reduced by a like amount of time, unless an exception is approved by the City Administrator with the concurrence of the department head.

City employees enrolled in the New Jersey state retirement system are subject to the requirements and provisions of that system. Employees intending to retire must give adequate written notice to the department head and City Treasurer, even if the employee makes pension arrangements directly with the state.

For the information of employees, applicable sections of the retirement system manual should be consulted. These books are available online at www.state.nj.us/treasury/pensions and in the City Treasurer's office.

An employee wishing to retire or resign must adhere to the following procedure:

1. The employee must submit a written resignation or retirement notice to the department head.
2. The department head will immediately forward the notice to the City Administrator and City Treasurer. The department head will also submit an accounting of any pay or benefits owed to the employee or to the City by the employee before the final paycheck is issued to the employee by the City Treasurer.
3. Any leave entitlement owed to the employee will be prorated to the employee on an earned basis. If the employee has taken more leave than the prorated entitlement, payment will be made to the City by deduction from the employee's final paycheck. Any vacation leave in lieu of vacation pay will be at the discretion of the City Administrator based on the recommendation of the department head.
4. The department head will be responsible for collecting any uniforms and equipment the employee may have. These items must be returned before a final paycheck is issued. In case of the employee's failure to return such items on reasonable notice, the department head will estimate the value of the items and that amount will be deducted from the employee's final check.
5. Upon notification of a pending resignation or retirement, the City Administrator will schedule an exit interview with the employee prior to the employee's last actual workday, to discuss the employee's experiences with the City and related subjects. Further, the City Treasurer will schedule a meeting with the employee, at which time post-termination benefits, if any, will be discussed.

4-10. Workers Compensation Policy:

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The City of Summit covers workers compensation benefits through its membership in a joint insurance fund. Any occupational injury or illness must be immediately reported to the supervisor or department head in no case more than twenty-four (24) hours following an injury. All required medical treatment must be performed by a Workers Compensation Physician appointed by the joint insurance fund, and payment for unauthorized medical treatment may not be covered pursuant to the Act.

4-11. Employee Assistance Policy:

Recognizing that both job-related and personal problems may adversely affect an employee's well-being, the City provides an employee assistance program (EAP) to provide counseling and other services to City employees and their families.

This service is provided at no cost to the employee. All consultations between an employee and the EAP are confidential.

Employees experiencing job-related difficulties that cannot be resolved in the workplace, or personal or family problems, are encouraged to use the employee assistance program.

A department head may require an employee to consult with the EAP during working hours if the department head believes that a consultation may help improve an employee's performance. In cases of mandatory referrals, the EAP will inform the department head: 1] whether the employee has kept the required appointment, and 2] whether the employee is adhering to any agreed-upon course of treatment. The EAP will not provide any details of the problem or the course of treatment except in cases in which, in the EAP's judgment, the employee is dangerous.

Employees may obtain information about the EAP from the office of the City Administrator or City Treasurer. Department heads should consult with the City Administrator before making a mandatory referral to the EAP.

4-12. Educational Assistance and Training Policy:

The City encourages employee self-improvement and supports a training assistance program for its employees based on job-related requirements.

Financial assistance is contingent on the availability of funds in the approved City budget.

Employee requests for tuition reimbursement must first be submitted for approval to the department head to determine job relevancy and availability of funds. The department head's approval of relevancy and availability of funds must be confirmed by the City Administrator prior to employee enrollment in any course or program.

Reimbursement will be made only to employees successfully completing the course or program, as defined by the institution or agency conducting the training, with a minimum grade of "C", and will be net of any scholarships or other reimbursement received by the employee. The City reserves the right to request proof or verification prior to reimbursement.

The City's reimbursement of tuition will be no higher than the rate per credit hour charged by Rutgers, The State University, for courses at a similar academic level.

The City will reimburse only for courses taken at an accredited academic institution.

Employee requests for training courses or seminars, which are substantially pertinent to job content and duties, must be submitted to the department head for approval. All requests

must be approved by the City Administrator prior to enrollment in the training course if the cost exceeds $500.

The City shall pay the fee for such courses directly to the institution.

The cost of courses leading to or required for licensing or certification that is required for a full-time employee's position will be paid by the City. This includes courses required as part of a continuing education or recertification program.

The City will pay for the cost of mandatory licenses held by full-time regular employees. Payment to part-time employees will be determined by the department head and City Administrator.

An employee who wishes to obtain licenses or certificates not required for a current position may apply for training and other payments to the department head, who will recommend action to the City Administrator. The decisions of the department head and the City Administrator will be based upon their judgment of the value of the non-required license or certificate to the City.

4-13. Conference and Seminar Policy:

Department heads and City officials, including elected officials, may join national, state, and county associations. The cost of dues will be reimbursed or paid directly to the organization by the City, provided funds have been budgeted and membership has been approved.

Convention leave, with pay, is authorized by state law for employees belonging to associations whose conventions are covered by statute or local practice.

Department heads and City officials, with Common Council approval, may attend the national convention of the organizations to which they belong. The only reimbursable expenses will be registration, meals, and hotel room and travel costs.

State conferences may be attended by all department heads and City officials. The only reimbursable expenses will be registration, meals, hotel room and travel cost.

Department heads and City officials may attend the NJ State League of Municipalities' convention. The total reimbursement shall not exceed $400. The only reimbursable expenses will be registration, meals, hotel room and travel costs. Elected officials will not be reimbursed if attending the league conference during the final year of their term, unless already elected to a successor term or unless they are serving on a league panel or committee. This restriction will not apply to the mayor or the council president.

Any department head or City official except the mayor and members of the Common Council, who attends a national, state or NJ League of Municipalities' convention, shall file a report with the City Administrator prior to receiving reimbursement. That report shall outline the employee's activities during the convention; including programs attended, and shall report on any benefits accruing to the City from attendance.

To encourage newly elected City officials to become familiar with the workings of local government, the City will pay their expenses for attendance at the NJ League of

Municipalities conference occurring after their election but prior to their taking office, and will pay their tuition for courses run by Rutgers, the State University, for newly elected officials.

Attendance at conventions, conferences and seminars which involves expenses of $325 or more per person, including transportation, registration, lodging, meals, fees, etc., regardless of meeting site, shall require advance approval of the Common Council. All requisitions shall be submitted as far in advance as possible, preferably two (2) months prior to leave.

The department head shall submit an authorization request to the City Administrator, giving sufficient details to permit a judgment to be made about the value of the proposed attendance to the City. The City Administrator shall approve or otherwise comment upon the request and forward it to the Common Council for action. Convention or conference leaves entailing an expenditure of less than $325 per person shall be submitted two (2) weeks prior to scheduled leave and must be approved by the City Administrator.

Employees receiving a cash advance or reimbursement for conventions, conferences or seminars must submit a detailed expense statement, with receipts, to the City Treasurer within thirty (30) days. Should any monetary advance exceed the expenses, a refund must be included with the expense statement. Reasonable receipts must be presented, recognizing that meals and some other expenses may be divided among a group and that individual receipts may not be possible. In all cases, receipts for lodging, travel and registration shall be submitted.

The City does not reimburse for the purchase of alcoholic beverages. Employees shall deduct from their meal receipts any amounts expended for alcoholic beverages.

4-14. Longevity Policy:

Full-time regular employees hired on or before July 1, 1999, except as otherwise may be covered by collective bargaining agreements, who have sufficient years of full-time consecutive employment with the City of Summit are entitled to longevity payments in addition to their base salary, according to the following schedule:

Upon completion of 5 years of service	-	2% of base salary
Upon completion of 10 years of service	-	4% of base salary
Upon completion of 15 years of service	-	6% of base salary
Upon completion of 21 years of service	-	8% of base salary
Upon completion of 24 years of service	-	10% of base salary

Any employee of the City of Summit who resigns and is subsequently re-employed by the City loses all prior service credits for longevity purposes, unless specifically approved by the Common Council.

To determine anniversary date for purposes of calculating longevity, see the policy on salary scale and increments.

The City Treasurer's office will assure that longevity pay is made to each qualifying employee. Such pay will be included as part of the employee's regular paycheck and is subject to mandatory and authorized payroll deductions.

4-15. Waiver of Benefits (rRevised July 2012)

Any employee who can prove coverage by other benefit plans may elect to waive the medical, dental or City-paid life insurance benefits provided by the City. An employee who waives these benefits will not receive any payment in lieu of receiving such benefits.

An employee wishing to waive benefits shall sign, and have notarized, a form prepared by the City Solicitor requesting waiver of coverage. If the City is providing family benefits, the employee's spouse will also sign the request for waiver. The form will include information about re-enrollment in the City's plan if alternative coverage ends.

An employee wishing to waive benefits shall present proof of alternative coverage to the City Treasurer. An employee who has waived benefits may re-enroll for benefits in accordance with the rules of the appropriate benefit provider.

If the City participates in the State Health Benefits System, forms provided by that system may be substituted for the City forms, and any rules of that system shall govern both the waiver and re-enrollment.

SECTION FIVE:

Managerial/Supervisory Procedures:

5-1. Employment Procedure: (revised October 2016)*

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The Common Council formally creates a new position by resolution, adoption of the annual operating budget, or, in the case of a new title, by amendment of the salary ordinance. The council also defines the duties of the position and authorizes hiring. Specific funds must be provided for compensation of the employee.

- **Recruitment:** The City Administrator will coordinate the employment recruitment process for all vacancies other than the Housing Authority and the Library to ensure compliance with contractual, legal, and equal opportunity requirements. When a vacancy occurs, initial notification must be sent to the City Administrator by the department head in memorandum citing the need, if any for a replacement. The City Administrator shall consult with the Common Council about the status of the operating budget and the Common Council shall decide whether a vacancy exists and whether or not it will be filled.

  New employees are hired in this fashion, once budget authorization has been received:

Health and library boards	-	by the respective board
Police department	-	by the mayor
Fire department	-	by the Common Council upon recommendation of the Council's public safety committee
All other departments	-	by the Common Council upon recommendation of the City Administrator

The City Administrator will undertake to recruit qualified applicants in accordance with applicable Federal and State law. Upon notification of approval to fill a vacancy, the department head will develop a recruitment plan for the City Administrator's approval. The plan will include at least these elements:

- Wording for internal posting and a public advertisement, and a list of newspapers to be used for publication of the ad. All advertisements will indicate that the City is an equal opportunity employer.
- Affirmative action/diversity considerations, with special attention to the requirements of the diversity and equal opportunity section of these policies and procedures.
- Information on any existing pool of candidates from any public recruitment conducted within the last twelve months. With the City Administrator's approval, candidates may be drawn solely from the internal posting and from a pool of applicants remaining from a prior publicly noticed recruitment for a similar position.

- Nature and extent of proposed physical, mental and skills tests. Tests will be given only to the extent that their results are objective and that the tests are designed to reveal identifiable job-related factors.
- Testing, interview and selection criteria and procedures. To the extent feasible, all testing, interviewing and selection will be done by the same person or group, using a consistent approach.
- Consistency and uniformity requirements with respect to anti-discrimination laws. The department head and others to be involved in the recruitment process will be briefed on the need for strict adherence to these laws.
- Nature and extent of proposed reference, background or security checks. In cases where police security checks are needed, the police department will be consulted to determine its ability to provide the needed information.

Once the City Administrator has approved the recruitment plan, the department head will conduct the recruitment. Where positions are advertised, the media or other periodical utilized must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the City is an equal opportunity employer.

- **Applications:** All candidates must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law. All applications are reviewed by the department head who shall determine which applicants will be interviewed.

- **Interviews:** The department head will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. All questions must be in accordance with the New Jersey Division of Civil Rights Guidelines for Pre-Employment Inquiries. The City will make reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided the accommodation does not impose an unreasonable hardship on the City.

- **Physical and Mental Examinations**: A satisfactory physical examination is a condition of employment in cases where good health and a lack of physical disability are *bona fide* job requirements or where extensive physical activity is the norm for the job. In addition, special physical agility tests, written and oral examinations, psychiatric and psychological tests may be required for employment. Pursuant to the Americans with Disabilities Act, after an offer of employment is made and prior to commencing employment, the City Administrator may require applicants to pass a physical examination in order to insure that they can perform the duties of their position without injury to themselves or others. The same post-offer physical examination must be performed on all applicants for a particular position.

- The department head shall arrange for the physical examination by the City physician after conditional approval to hire has been received from the Common Council or authorized board. The prospective appointee shall be

notified of the time and location of the examination and given a medical examination form to be completed by the City physician. If the results of the examination are not satisfactory, the City Administrator shall notify the appointee that the appointment is rescinded, and shall report this information to the Common Council.

During the term of employment, and for good cause, the City Administrator may order any employee to undergo a physical, psychiatric and/or psychological examination to determine an employee's continued ability to perform the duties of the position. If a physical, psychiatric and/or psychological examination is ordered during the term of employment, the department head shall provide the employee with written notice of the time and location of the examination. The employee shall also be provided with a written statement explaining the reasons for such examination.

All physical examinations must be performed by a physician authorized by the City at the expense of the City. All medical records of employees and prospective employees are confidential and are to be maintained by the City Administrator separate from the employee's official personnel file. Medical exams may include tests for drug and alcohol use.

- **Criminal Background Checks:** Criminal background checks are required of all candidates, whether paid or volunteer, that may work directly or indirectly with children/youth/minors in accordance with the procedures outlines in the Section of this manual entitled "Background Checks and Procedures for Candidates, Employees, and Volunteers".

- **Job Offers:** The final decision will be made by the City Administrator after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the City. The employment offer must be made in a letter to the candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance.

- **Acceptances and Rejections:** If the first offer is rejected, the City Administrator will decide to hire another candidate or re-open the position. Once a candidate accepts the employment offer, all other candidates will be notified in writing that they were not accepted for the position.

- **Employability Proof:** After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

- **Record Retention:** All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to the City Administrator. Documents related to the successful candidate will be placed in the employee's official personnel file except medical records including physical examinations must be maintained

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in a separate file. All records documents related to other candidates must be retained for at least one year. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

5-1.1 Background Checks and Procedures for Candidates, Employees and Volunteers: (added October 2016)

- **Background checks required:** Background checks are required of all candidates, whether for paid or volunteer positions, working directly or indirectly with children/youth/minors. Background checks will also be administered for each employee or volunteer that works directly or indirectly with children/youth/minors every three years. The exact titles of employees subject to background checks include but are not limited to all recreational positions, crossing guards, library positions, and maintenance and administrative positions pertaining to such programs.

- **Background check procedure:** The City Administrator's Office will perform or initiate background checks and be the recipient of reports from outside agencies or contractors. The City Administrator's Office will discuss disqualifying information received with the employee's or volunteer's department head. Written information received as a result of a "Request for Criminal History Record Information For A Noncriminal Justice Purpose" will be destroyed immediately after it has served its authorized purpose, as required by the State Police. Such information will be kept confidential and will not be published or disclosed in any manner not consistent with the procedures listed herein. Such information will not be deemed a public record under P.L. 1963, c.73 (C:47:1A-1, et seq.) as amended and supplemented by P.L. 2001, c.404 (C:47:1A-5, et seq.).

The City Administrator's Office will inform the candidate, volunteer, or employee, in writing, of any information that would disqualify the person from working with children/youth. If the City of Summit contracts with an outside vendor to process the background checks, that contractor may be authorized to inform the person in writing of any information that would disqualify the person from working with children/youth/minors. Existing employees or volunteers will be placed on immediate suspension pending the outcome of a hearing or appeal. Employee suspensions may be with or without pay at the discretion of the City Administrator.

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5-2. Nepotism Procedure:

Unless otherwise provided by law or collective bargaining unit agreements, immediate relatives shall not be hired, promoted or transferred to a regular full-time or regular part-time, or temporary position where:

- One relative would have the authority to appoint, remove, discipline or evaluate the performance of the other;
- One relative would be responsible for auditing the work of the other; or
- A candidate is an immediate relative of the mayor or anyone who has served as mayor in the last five years.
- A candidate is an immediate relative of a member of Common Council or is anyone who has served on Common Council in the last five years.
- A candidate is an immediate relative to the City Administrator, City Clerk or anyone in their respective offices.
- A candidate is an immediate relative of any person involved directly in the general payroll or personnel operations of the City, including the City Treasurer, Assistant City Treasurer and the Senior Account Clerk.
- Other circumstances exist that place the relatives in a situation of actual or reasonably foreseeable conflict of interest.

For purposes of this policy, immediate relative includes spouse or civil union partner, domestic partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

If two employees marry, and if that marriage creates a supervisory relationship prohibited by this section, the two employees will be given the choice of which one wishes to be transferred to another position where the supervisory relationship will not exist.

The Common Council may waive the limitations of this section for good cause, upon receipt of information from the City Administrator setting forth all the facts involved. Any waiver shall be granted by publicly adopted resolution setting forth the relationship involved and the reason for the waiver.

5-3. Open Public Meetings Act Procedure Concerning Personnel Matters:* (Revised October 2016)

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Discussions by the governing body or any body of the City of Summit concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee shall be in closed session, with the right of the employee to be present, unless the individual requests in writing that the discussion be held in open session. Such request must be granted. Prior to the discussion by the governing body or any body of the City concerning such matters, the Clerk shall notify the affected person(s) of the meeting date, time and place, the matters to be discussed and the person's right to request that the discussion occur in open session. In the event more than one person is affected by the discussion and one of the affected persons does not request that the discussion be in open session, then the discussion shall be in closed session. ~~If the individual(s) does not request that the discussion be held in open session, the governing body or other body of the City may at its sole discretion invite the affected individual(s) to attend the applicable portion of the closed session.~~

5-4. Processing and Orientation of New Employees Procedure:* (Revised June 2012)

All new regular full-time and regular part-time employees will receive an introduction to the City as an organization and an orientation for their specific areas within the City. Copies of all forms and acknowledgements must be returned to the City Administrator for inclusion in the employee's official personnel file. The orientation will include:

- A tour of the appropriate facilities to acquaint the new employee with overall operations as they relate to the specific position;
- Discussion of all rules and regulations applicable to the employee;
- The completion of all pertinent personnel, payroll, insurance and pension forms, including a detailed explanation of benefit plans (health, dental), pension, insurance and safety with the appropriate person in the City Treasurer's office;
- A review of the Personnel Policies and Procedures Manual and acknowledgement of receipt;
- A review of the Personnel Policies and Procedures Manual and acknowledgement of receipt;
- The Employee Complaint Policy letter and acknowledgement;
- A safety orientation and acknowledgement; and
- Arrangements for the new employee to complete any required PEOSHA safety training.

5-5. Initial Employment Period Procedure:*

Except where State requirements direct otherwise, new employees or present employees transferring to new positions will be hired subject to an initial employment period of four months, except certain police and fire department employees, who shall serve an initial employment period of one (1) year. During this initial employment period, the new employee or transferee will be provided with training and guidance from the supervisor, as well as receive ongoing verbal reports on progress. At the end of the initial employment period, the supervisor will conduct an employee evaluation – see Performance Evaluation Procedure. New employees may be discharged at any time during this period if the City Administrator concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the City Administrator may extend the initial employment period if agreed to by the employee. Failure to agree shall result in termination. Newly hired employees are not eligible for payment of paid time off except holidays until the successful completion of their initial employment period.

Nothing in the procedure set forth in this section shall alter City's employment at will policy. Employment with City is at will and may be terminated at any time with or without cause or notice by the City or the employee.

5-6. Employee Policy and Procedure Manual:* (Revised June 2012)

The City Administrator with the assistance of the City's labor counsel shall draft a Personnel Policies and Procedures Manual for the approval of the Common Council. A separate version of the manual may be drafted for part-time and seasonal employees as well as for major bargaining groups if appropriate. Once approved, copies will be distributed and employees will be required to sign an acknowledgement of receipt that will be placed in the official personnel file. The manual will be revised and re-distributed whenever there is a significant change in personnel practice.

5-7. Performance Evaluation Procedure:*

Periodic evaluations are critical to create a formal record of an employee's performance over time and establish a foundation for personnel actions such as promotion and termination. In addition to day-to-day feedback to the employee, a performance evaluation must be conducted for all employees at least annually prior to eligibility for a merit-based increase in salary, or on the anniversary date of employees who have reached the top of the salary scale. The completed appraisal becomes part of an employee's permanent record. The performance evaluation procedures set forth in this section shall be separate and distinct from the grant of salary increases, which shall be governed by the salary ordinance. It is recognized that because of external factors there may be times when extraordinary performance cannot be rewarded financially; however that shall not be cause for a downgrade in an employee's performance evaluation.

Performance discussions must also provide employees with guidance regarding their ability to meet job standards. Extraordinary skills or abilities should be recognized in addition to areas for improvement. Supervisors or department heads should review future training needs and career planning. The reviewer should also encourage the employee to make suggestions about how the department can improve. The reviewer should ask employees for feedback regarding the employee's skills as they relate to communication, team

building, delegation, and sensitivity to needs of subordinates. Open communication is the key to improvement.

- **Setting the Stage**: The reviewer must create a productive climate for the discussion. In preparing the evaluation form, prior evaluations should be reviewed to identify trends. Employees must be notified in advance of the meeting and should be given a copy of the blank evaluation form. The meeting should be private without interruptions in a comfortable environment. The performance evaluation is designed to help improve individual performance, strengthen supervisor-employee relationships, and provide recognition of accomplishments. It also helps guide the City's personnel actions such as pay increases, promotions, demotions, removals, reduction in force and identification of training needs.

- **Confirm Expectations**: The reviewer should start the discussion of each performance area by reviewing expectations. Ask the employee to confirm the employee's understanding of job requirements. Refer to the job description as appropriate.

- **Rating:** Continue the discussion by giving the employee's rating in each performance area. The supervisor should be prepared to refer to documentation. Employees should be evaluated based on set standards, not as they compare to other employees. It is rare that any person's rating in all areas is either high or low. The evaluation should consider performance during the entire period, not just the recent past. Care should be taken to avoid allowing one aspect of a person's performance to overshadow all other performance factors be it positive or negative. Ideally, each performance area should be evaluated individually based on specific behaviors exhibited.

- **Discussing Future Plans:** This is where the reviewer should turn to the discussion to the future performance and development of the employee. A Counseling Action Plan form must be completed if any item is rated "Needs Improvement" or "Does Not Meet Minimum Standards." Specific performance goals must be established for the next review period along with plans for achieving those goals.

- **Closing the Discussion:** When all performance areas have been discussed, close the discussion by summarizing all of ratings in an overall rating for the review period.

It is crucial that all reviewers complete the evaluation forms with care and with complete candor. Although reviewers are encouraged to set forth areas of strength and utilize tact in presenting criticism, it is important that all performance issues of any significance be addressed thoroughly and in unambiguous terms in the evaluation form, and verbally with the employee.

Exceeds Expectations means consistently exceeds established standards in most areas of responsibility. All requirements must be met and objectives achieved above the established standards.

Meets Job Requirements means all job requirements were met and planned objectives accomplished within established standards. There were no critical areas where accomplishments were less than planned.

Needs Improvement means performance in one or more critical areas does not meet expectations. Not all planned objectives were accomplished within the established standards and some responsibilities were not completely met.

Does Not Meet Minimum Standards means performance is unacceptable and important objectives have not been accomplished. Needs immediate improvement.

After completing the evaluation, the reviewer will return the form(s) with the signed acknowledgement to the department head or City Administrator as appropriate. After review by the City Administrator, the form(s) are to be forwarded for inclusion in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the City Administrator.

5-8. Disciplinary Action Procedure:*

All employees are expected to meet the City's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the City's policies and procedures and other disciplinary problems.

In cases of employee misconduct, the City of Summit believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions and other circumstances. In every case, care should be taken to ensure employees are given a full opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and managers may utilize the following corrective tools: verbal reprimand; City Administrator review; written reprimand; suspension; demotion, probation, and, dismissal. At the discretion of City, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

A supervisor may issue an informal, oral warning to an employee for any infraction of a work rule, standard of performance, or other work-related problem. The supervisor will inform the employee of the situation or complaint and attempt to resolve the matter as informally but effectively as possible, through discussion and counseling with the employee involved. If the matter can be considered resolved, it is closed, except that the supervisor is encouraged to keep a brief record of the date, time and reason for the conference. However, no written record of the situation is entered into the employee's personnel file.

A supervisor may issue a formal written warning to an employee for a repeated or renewed infraction for which an informal warning was previously issued. The formal warning

should contain reference to the informal warning, if possible. Formal written warnings may also be used in cases of employees who violate other rules or standards or cause other problems, after having received an informal warning for some other reason, or for serious first infractions.

The formal warning should contain a space for the employee to add comments and to sign an acknowledgement that the warning has been received. If the employee refuses, the formal warning should be re-delivered in the presence of another supervisor, and the employee's refusal to sign the warning should be noted on a copy of the warning. The signed or annotated copy is given to the City Administrator for inclusion in the employee's personnel file.

Any formal warning should include a statement to the employee that repeated unacceptable behavior or work will result in more serious action being taken.

In some cases, repeated formal warnings may be appropriate. However, subsequent formal warnings, especially those for repetitions of the same offense of for repetitious serious breaches of discipline, will normally be combined with some other form of disciplinary action such as suspension with or without pay, loss of leave or pay increment on a temporary or long-term basis, termination, or other appropriate action.

Exceptional situations aside, an employee should normally be given a final formal warning prior to imposition of prolonged suspension or termination.

Suspensions and loss of leave up to five (5) days may be imposed by the employee's department head. Other forms of disciplinary action require the prior approval of the City Administrator. If a department head desires to impose more extreme measures, the employee may be suspended in anticipation of further action, pending discussion between the department head and the City Administrator.

An employee shall, in all cases, be entitled to a hearing before the City Administrator prior to termination. The employee may employ counsel at such a hearing, and may compel the attendance of witnesses and their testimony and cross-examination. The employee may require the production of reasonable documents. The employee may be suspended pending the outcome of the hearing. In determining whether to suspend an employee pending a hearing, the department head and the City Administrator will consider:

A) the seniority and performance record of the employee
B) the employee's job duties in light of the nature of the charges
C) the seriousness of the alleged offense
D) other pertinent factors in the case

The City Administrator shall render his decision as soon as practicable after the hearing. If termination results from the hearing and the employee wishes to appeal, that appeal will proceed directly to Step 3 of the grievance procedure, provided that the employee takes the necessary and timely steps. The employee should be notified of the right of appeal.

Employees will not be disciplined until confronted with the accusation against them and given an opportunity to explain. This does not require a formal hearing; a simple exchange of information is acceptable. A unionized employee who is being interviewed may request that a union representative be present during the interview, where the results of the

interview are likely to lead to disciplinary action. The City does not have to offer such representation, but must grant it if requested by the employee. If a unionized employee is being interviewed with respect to incidents which either would not ordinarily lead to discipline of the employee, or in which the employee is only a witness and the person who could possibly be disciplined is a different employee, the employee being interviewed is not entitled to a union representative.

The City reserves the right to deviate from the provisions of this policy in cases where the circumstances warrant.

Neither this manual nor any other City of Summit guidelines, policies or practices create an employment contract. Employment with City may be terminated at any time with or without cause or reason by the employee or City.

5-9. Personnel File Procedure:* (Revised June 2012)

The official personnel files shall be maintained by the City Administrator and employee medical information will be maintained in a separate file. At least annually, the City Administrator will review files to make sure they are up-to-date and will follow-up with the department heads as necessary.

Each employee will notify the City Treasurer's office and the City Administrator's office, through the department head, in writing, of any change of vital information regarding:

1. Name
2. Address
3. Telephone number(s)
4. Marital Status
5. Dependents for health benefits
6. Deduction(s) to be included on W-4 form
7. Change in Status for Health Care Programs
8. Change of Beneficiary on Pension or Life Insurance Policies
9. Change of Information for Emergency Notification Card, including Code Red
10. Whom to notify in case of accident or illness
11. Military status

An employee will deliver information about any changes in status, in writing, to the department head within two weeks of the change. The department head will forward the information to the City Administrator and City Treasurer immediately.

The Official file shall include at least the following:

- The original application signed by the employee;
- Notes from any pre-employment interview and reference check;
- The original letter detailing an offer of employment and any additional correspondence concerning the employee's hiring;
- A signed acknowledgement that the employee received a copy of the Employee Complaint Policy letter;

- A signed acknowledgement that the employee has received or has access to the Personnel Policies and Procedures Manual;
- A signed acknowledgement that the employee has completed the new employee orientation, co-signed by the Personnel/Treasurer's office and the new employee's department head;
- A signed acknowledgement that the employee received the safety orientation;
- Annual written performance evaluations including documentation that the evaluation was reviewed with the employee;
- Counseling Action Plans;
- Records relating to on-the-job accidents;
- Disciplinary actions including an acknowledgement that the employee was notified of the proposed disciplinary action and was given an opportunity to respond;
- Records relating to any other employment actions including promotions, demotions, transfers, resignations, leaves, etc.;
- Educational transcripts;
- Commendations;
- Job Titles held;
- Salaries;
- Leave Time Accrued and Used;
- Exit Interview; and
- Any other pertinent information.

5-10. Employee Complaint Investigation Procedure:* (Revised June 2012)

Employees have the right to formally or informally report any statement, act, or behavior by a co-employee, supervisor, elected official or visitor that they believe to be improper.

Reporting and Resolution Process

Employees ~~have the following options available to them in pursuing a concern~~who observe actions they believe to constitute harassment, sexual harassment, or any other workplace wrongdoing should immediately:

- Report to your supervisor or department head. If the complaint involves the immediate supervisor, report it to the next level of management, or~~.~~
- Report your concern to the Chief Financial Officer, or
- Report your concern to any department head, or
- Report your concern to the City Administrator

Employees are encouraged to present their complaint in writing using the Employee Complaint form, but a verbal report is acceptable. If an employee chooses to make a verbal report, the manager who is receiving the complaint will prepare written notes of the complaint, following the format of the Employee Complaint form. The employee will be asked to affirm the recorded notes, preferably in writing.

Reporting of such incidents is encouraged both when an individual feels that he or she is subject to such incidents, or observes such incidents in reference to other individuals. Employees should report incidents in writing using the Employee Complaint form, but may make a verbal complaint at their discretion. If an individual has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above.

Any Department Head receiving a complaint should advise the City Administrator immediately. The City Administrator is responsible for the confidential, timely and thorough investigation of all complaints, involving legal counsel and other resources as appropriate. Every effort will be made to protect the privacy of both the employee reporting the complaint and the person(s) named.

No individual will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If, upon investigation, it is determined that a violation has occurred, the City of Summit will take appropriate disciplinary action up to termination. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. The complaining individual will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

5-11. Requests for Employment Verification and Reference Procedure:* (Revised June 2012)

Except as otherwise required by law, inquiry about a current or former employee, the City will supply only the following information:

1. Confirmation that the individual works or worked for the City.
2. Dates of employment.
3. The individual's ordinance pay range and title(s).

No information will be supplied about an employee's performance evaluation, disciplinary record or financial dealings. Verification of employment is the only information that will be given by the City Treasurer's office or City Administrator's office in response to telephone inquiries.

Additional information will be released by the City Treasurer's office or the City Administrator's office only upon written request and upon the written authorization of the employee.

Inquiries about an employee will be referred to the City Treasurer's office if they deal with non-work related financial dealings (credit inquiries, etc.). Inquiries concerning any other aspect of employment (reference checks, etc.) will be referred to the City Administrator.

If a department head believes that it would be appropriate to provide information in addition to that described above (in case of a federal or state law enforcement background check, for instance), the department head should request that the inquiry be made in writing, addressed to the City Administrator.

5-12. Continuing Education Procedure:*

The City of Summit, in consultation with the labor counsel, will arrange for employment practices seminars at least annually to train all managerial/supervisory personnel. The City will also offer non-mandatory training to all other employees with special emphasis on employee rights and protections under various Federal and State laws as well as City employment practices. Records will be maintained in the official personnel files of all employees trained under this procedure.

Managerial and supervisory personnel will also update employees periodically by department meetings and memos that should address specific problems and concerns that may arise. Every effort will be made to encourage employee suggestions about ways to avoid employer-employee disputes and violations of employment rights.

AUTHORIZE AGREEMENT IN EXCESS OF $17,500 - 2016-2017 HVAC SYSTEM MAINTENANCE - $20,710.00

WHEREAS, the City of Summit has a need to acquire a preventative maintenance contract for the service and maintenance of the computerized heating-ventilating and air conditioning control system (HVAC) for City Hall as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the acquisition will exceed $17,500.00, and

WHEREAS, under Local Public Contracts Law, (N.J.S.A. 40A:11-5(1)(dd) - Exceptions) this agreement, which exceeds the bid threshold, may be awarded without public advertising for bids and bidding therefore because it is the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, and

WHEREAS, the anticipated term of this contract is from October 1, 2016 to September 30, 2017, and

WHEREAS, Siemens Industry, Inc. has submitted a proposal dated September 27, 2016 indicating it will provide service and maintenance for the computerized HVAC system for City Hall for $20,710.00, and

WHEREAS, Siemens Industry, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Siemens Industry, Inc. has not made any reportable contributions to a political or candidate committee in the City of Summit in the previous one year, and that the contract will prohibit Siemens Industry, Inc. from making any reportable contributions through the term of the contract, and

WHEREAS, the total cost of said service is $20,710.00 and funds have been certified by the Assistant City Treasurer in account #6-01-26-310-000-403, attached hereto, and

WHEREAS, the Deputy Director of Community Services has, in a memo dated September 14, 2016, advised that this contract award complies with the Local Public Contracts Law.

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

- That the Mayor and City Clerk are hereby authorized and directed to sign an agreement with Siemens Industry, Inc., 8 Fernwood Road, Florham Park, NJ 07932, as described herein.

- That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

- This contract is awarded without competitive bidding as exception in accordance with N.J.S.A. 40A:11-5(1)(dd) of the Local Public Contracts Law because it is the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software.

- That Siemens Industry, Inc. shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 52:32-44 (Business Registration), and the City's insurance requirements.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

RESOLUTION (ID # 4484) DOC ID: 4484 A

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 14, 2016

SUMMARY

This is to request a resolution authorizing the contract renewal with Siemens Industry, Inc. for service and maintenance of our heating, ventilating and air conditioning control system. The contract will be for one year (12 months), commencing October 1, 2016 (retroactively), and ending on September 30, 2017, at a cost of $20,710.00. This reflects an increase of $1,770.00 from last year since we requested two (2) 4-hour service calls be included in the contract at a reduced rate.

The contract may be awarded as proprietary exception under N.J.S.A. 40A:11-5 (1) (dd) for the following reasons:

1. N.J.S.A. 40A:11-5 (1)(dd) - Exceptions, this agreement, which exceeds the bid threshold, may be awarded without public advertising for bids and bidding therefore because it is the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software.

2. N.J.S.A. 40A:11-1 et seq. - permits this contract to be awarded for a period of 12 consecutive months.

The annual cost for the proposed contact term is $20,710.00**.** Funding is available in the Department of Community Services, operating budget account 6-01-26-310-000 -403.

Summit City Hall
City of Summit
Summit, N.J.

Siemens Industry, Inc.
Service Agreement Proposal

By: Bert Vecchiarelli
Account Executive
September 27, 2016
(973) 396-4159

Attachment: Summit City Hall Service Contract 9-27-2016 (4484 : Authorize Agreement in Excess of $17,500 - 2016-2017 HVAC System

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Executive Summary

The Siemens Industry, Inc. Building Automation System is the nerve center of the Summit City Hall. The Siemens BAS is custom designed electronic network of sensors, relays, digital circuitry, computers, specialized software and programming, designed to work in conjunction with traditional mechanical equipment.

The Siemens BAS brings the building characteristics to the desktop of the building manager or operator. *The building automation system is a Dynamic and Interactive tool* that gives the Building Manager control and access to over 230 building characteristics. You will use the Siemens BAS constantly as an effective tool in reaching the following ends:

1. Insure ALL occupants are comfortable.
2. Insure the Public, City Counsel Planning and Zoning board etc. are comfortable during meetings.
3. Protect the integrity of municipal documents, Deeds, records, maps etc. - *Humidity Control*
4. Insure the comfort of Police Department personnel - *HELP THEM* be more productive.
5. Allow scheduling HVAC equipment to accommodate meetings after hours.
6. Utilize limited manpower resources effectively and efficiently.
7. Reduce the amount of Hot and Cold comfort complaints.
8. React quickly to complaints and service calls to help insure occupant satisfaction.
9. Minimize utility costs by using a proactive *ENERGY MANAGEMENT TOOL.*
10. Track and document environmental conditions in the building.

The Service Agreement as outlined will insure you get the aforementioned benefits of your Siemens BAS. The Basic Services provide the training, operational support, problem solving, trouble-shooting, asset protection, and the on-demand service you will need to reap the more benefit from your building automation system.
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A description of the TSP services and proposal documents follows. The TSP investment required is $20,710 in a single annual installment. We currently maintain over 200 satisfied Service Agreement clients in Northern New Jersey. I look forward to servicing the needs of the City of Summit by extending our commitment of customer satisfaction to you.

EXECUTIVE SUMMARY, Continued

Basic Services:

- Operator Support
- Field Panel Back-ups
- Field Panel Diagnostics
- Control Loop Evaluation and Tuning
- System Preventative Maintenance
- Repair and Replacement of failed equipment as outlined herein
- Account Management
- Emergency Service during normal working hours, next day response
- Documentation and Quality Assurance.

Program Implementation

Operator Support. We will provide consultation to assist the operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Siemens Industry, Inc. This support shall be provided during scheduled quarterly service visits.

Software Services

Field Panel Database/System File Backup. We will backup each field panel database and system file 4 times per year. In the event of memory loss, we will reload the database from our current backup copy.

Field Panel Database Diagnostics. We will perform field panel diagnostics, analyze the results and make recommendations to optimize building control performance within the functional limits of your system.

Control Loop Evaluation and Tuning. Twice annually, we will provide evaluation and tuning of the critical control loops to maintain system control to peak efficiency as building and mechanical system characteristics change. Critical control loops are associated with the AHU Heating and Cooling control loops.

System Preventive Maintenance. We will perform preventive maintenance in accordance with a program of standard maintenance routines as determined by our experience, equipment application and location, and the manufacturer's recommendations.

Pneumatic Equipment Maintenance

Operating Inspections. We will provide quarterly routine scheduled operating inspections and maintenance to check system performance and equipment operating control.

Corrective Maintenance and Component Replacements

Labor costs included for Automation and Pneumatic Equipment. All repair materials are billable. We will repair or replace failed or worn components to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to prevent system failure. Repair labor and materials is excluded for all obsolete MBC panels and modules.

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System Performance Services-Review and Evaluation

Account Management. We will provide dedicated account management to coordinate the delivery of service, offer technical assistance for system programs and engineered control strategies, and implement the quality assurance program.

Emergency Options for System Performance Services

Response Window-Monday through Friday, 8 AM to 5 PM. We will provide emergency service between scheduled preventive maintenance calls, Monday through Friday, 8 AM to 5 PM to minimize downtime. Emergencies will be determined by the Client and Siemens Industry, Inc.

The Service contract specifically INCLUDES up to (2) unscheduled emergency calls of up-to (4) hours in duration for either Pneumatic, Mechanical or Technician Service.

On-Site Response within Next Business Day. We will be on-site to provide emergency service by the next business day. Non-emergency calls, as determined by the Client and Siemens Industry, Inc., will be incorporated into the next scheduled preventive maintenance visit. Emergency service response is excluded for all obsolete MBC panels and modules.

Documentation and Quality Assurance

Documentation of All Service Provided. We will document each on-line and on-site service call and furnish you with a copy showing time, date, and a brief description of activity. Work orders for on-site system preventive maintenance will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed, and any special instructions.

Quality Assurance Program. We will meet with you once per year to evaluate system performance and your satisfaction with the quality of service that is being provided under your Technical Support Program.

Siemens Industry, Inc.
Technical Support Program

By and Between:

Siemens Industry, Inc.	City of Summit
8 Fernwood Road	Summit City Hall
Florham Park, NJ 07932	Summit, N.J. 07901

Services shall be provided at Summit City Hall in Summit, N.J. Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated September 27, 2016 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an original term of 1 year beginning October 1, 2016 and from year to year thereafter.

Charges:	Annual Cost
October 1, 2016 through September 30, 2017	$20,710.00

Prices quoted in this proposal are firm for 30 days and are payable one annual installment upon receipt of invoice from Siemens Industry, Inc.

Proposal accepted by:

Mayor

_____

Signature Date

_____

City Clerk
Director of Community Services

Proposal submitted by:

Bert Vecchiarelli
Siemens Industry, Inc. Representative

_____

Signature Date

Approved for Siemens Industry, Inc.
by:
Spencer Strycharz
Service Sales Manager

_____

Signature Date

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Siemens Industry, Inc.
Technical Support Program

List of Maintained Equipment – Labor only is included
All repair materials are Billable at 50% off Siemens List prices

All temperature control equipment furnished and installed by Siemens Industry, Inc. Reference Drawing # 512-E-7655. The following list is a summary of the referenced equipment.

35	Temperature transmitters
10	Room relative humidity transmitters
1	PMD trunk interface
1	9600 baud modem, auto dial
5	Differential pressure sensor, 0.5%
6	Low/high temp detectors
33	Air flow switches
6	Modular Building Controllers
92	Input/output modules, digital control
1	P.C. workstation
17	Flow rite control valves
62	Powermite control valves
2	Pilot valves
38	Pressure reducing valves
10	Relief valves
1	5 HP, duplex control air compressor
2	Refrigerated air dryer
12	Pressure electric switches
40	Electric pressure valves
31	Damper actuators

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SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("*Services*") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 *Either* party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "*Covered equipment"* shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("*NFPA*") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("*Deliverables*") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("*Instruments*") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or

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locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

(d) Furnish SIEMENS with all available information pertinent to the Services;

(e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;

(f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;

(h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;

(i) Furnish to SIEMENS any contingency plans related to the site;

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;

(k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,

(l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or it other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS ' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agreest to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each

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overdue amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982– 1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT , STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of $1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

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8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("*Hazardous Materials*"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the *Covered Equipment or Services* provided under the Contract, including any export license requirements. Customer agrees that such *Covered Equipment or Services* shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Attachment: Summit City Hall Service Contract 9-27-2016 (4484 : Authorize Agreement in Excess of $17,500 - 2016-2017 HVAC System

Memo

To: Mayor and Council

From: Margaret Gerba

Date: 10/18/16

Re: Non-Fair and Open Purchase of Goods & Services Contract Awards

Pursuant to N.J.S.A. 19:44A-20.5, this memo is to hereby certify that the following service agreement to be considered at the November 1, 2016 Council Meeting for award under a non-fair and open process pursuant to NJSA 40A:11-5(1)(dd) has an anticipated value in excess of $17,500.00 and therefore the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) shall apply:

- HVAC System Maintenance – Siemens Industry, Inc. – $20,710.00

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Attachment: HVAC Siemens p2p (4484 : Authorize Agreement in Excess of $17,500 - 2016-2017 HVAC System Maintenance - $20,710.00)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF SUMMIT – 2016

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *(name of business entity)* Siemens Industry, Inc. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of scheduled award by the governing body* **TO BE COMPLETED BY CITY***)* 11/1/16, 2016, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF SUMMIT** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

• Summit Municipal Democratic Committee (Mayor Nora Radest, Council members B. David Naidu, Richard Sun)	• Nora Radest for Mayor
	• McTernan for Council
	• New Jersey State Democratic Committee
• Summit Republican City Committee (Council members Patrick Hurley, Sandra Lizza, Mike McTernan, Mary Ogden, Robert Rubino)	• Naidu for Council
	• Dickson, Smith, Dill and Ogden
	• Rubino for Council
	• Sun for Summit Council

Part II – Ownership Disclosure Certification

[x] I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

[ ] Partnership [x] Corporation [ ] Sole Proprietorship [ ] Subchapter S Corporation
[ ] Limited Partnership [ ] Limited Liability Company [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
NONE	N/A

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SUMMIT, N.J.

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Siemens Industry, Inc.
Signed: Thomas Borsk Title: Zone Controller
Print Name: Thomas Borsk Date: 10-13-16

Subscribed and sworn before me this 13th day of October, 2016
My Commission expires: 02-05-18

Anne D. Burdett
(Affiant)
Anne D. Burdett Acct
(Print name & title of affiant) (C

ANNE D BURDETT
Notary Public, State of New Jersey
My Commission Expires
February 05, 2018

SEAL

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Attachment: HVAC Siemens p2p (4484 : Authorize Agreement in Excess of $17,500 - 2016-2017 HVAC System Maintenance - $20,710.00)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the City of Summit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Siemens Industry, Inc.		
Address:	8 Fernwood Road		
City:	Florham Park	State: NJ	Zip: 07932

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Thomas Barski — Thomas Barski — Zone Controller

Signature — Printed Name — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided .

Contributor Name	Recipient Name	Date	Dollar Amoun
			$
None			

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SUMMIT, N.J.

☐ Check here if the information is continued on subsequent page(s)

DOUBLE SIDED DOCUMENT

I:\CLERK\CONTRACT\Pay to Play\PCD form - Vendor.doc

Attachment: HVAC Siemens p2p (4484 : Authorize Agreement in Excess of $17,500 - 2016-2017 HVAC System Maintenance - $20,710.00)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Company ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address: None	Name: Home Address: None
Name: Home Address: None	Name: Home Address: None
Name: Home Address: None	Name: Home Address: None

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SUMMIT, N.J.

Subscribed and sworn before me this 13th day of October, 2016

(Notary Public) Anne D. Burdett

My Commission expires: 02-05-18

Anne D. Burdett
(Affiant)

Anne D. Burdett
(Print name & title of affiant)

(Corporate Seal)

ANNE D BURDETT
Commission # 2429688
Notary Public, State of New Jersey
My Commission Expires
February 05, 2018

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Attachment: HVAC Siemens p2p (4484 : Authorize Agreement in Excess of $17,500 - 2016-2017 HVAC System Maintenance - $20,710.00)

Ownership

Owner (Parent Company)

Siemens Corporation

300 New Jersey Ave. N.W.

Washington D.C. 20001

Phone: 202-434-4800

Fax: 202-347-4015

100 Shares – 100% of Siemens Industry, Inc. outstanding shares are issued to Siemens Corporation

FEIN 13-2623356

Dun & Bradstreet ID: 06-499-5533

Purpose of Business: Holding Company

Ultimate Ownership

Siemens AG

Wittelsbacherplatz 2

D-80333 Munich

Germany

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SUMMIT, N.J.

Certification of Availability of Funds

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

Resolution Date: November 1, 2016
Resolution Doc Id: 4484

Vendor: SIEMENS INDUSTRY INC
8 FERNWOOD ROAD
FLORHAM PARK, NJ 07932

Purchase Order Number: 16-03526

Account Number	Amount	Account Description
6-01-26-310-000-403	$20,710.00	Public Buildings and Grounds Equipment Maintenance

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

Melissa Berger
Assistant City Treasurer

Attachment: Certification of Availability of Funds Siemens contract [Revision 1] (4484 : Authorize Agreement in Excess of $17,500 - 2016-2017

Resolution (ID # 4534)
November 1, 2016

AUTHORIZE EXECUTION OF REVOCABLE LICENSE AGREEMENT TO PERMIT RIGHT-OF-WAY ENCROACHMENT - 168 BEECHWOOD ROAD RETAINING WALL

WHEREAS, in a memo dated October 12, 2016, the Assistant Engineer advises that an application for 168 Beechwood Road was approved by the City's Zoning Board of Adjustment to construct an addition, enclose a porch, and widen the driveway which requires the demolition of an existing retaining wall and construction of a new retaining wall that will extend into the City's right-of-way, and

WHEREAS, the Zoning Board Engineer recommended that the City enter into an agreement with the applicant for this work and for the permanent obstruction into the right-of-way, and

WHEREAS, the City Solicitor has recommended and prepared a "Revocable License Agreement" to be put in place to facilitate the right-of-way encroachment at 168 Beechwood Road and that the agreement be recorded on the deed through the Union County Clerk's office.

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

1. That the Mayor and City Clerk be and they are hereby authorized to execute a Revocable License Agreement between the City and the Property Owner of 168 Beechwood Road, as recommended and prepared by the City Solicitor, in conjunction with the granting of the above mentioned right-of-way encroachment.

2. That the Revocable License Agreement shall be sent to the Union County Clerk's Office for recording.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

DCS - Engineering Division
R - Works

www.cityofsummit.org

Meeting: 11/01/16 07:30 PM

RESOLUTION (ID # 4534)

DOC ID: 4534 A

TO: Mayor and Common Council

FROM: Lori Toth, Assistant Engineer

DATE: October 12, 2016

In June of this year, the Zoning Board of Adjustment memorialized its approval of Application # 16-1802. The applicant was Mr. Jonathan Flax of 168 Beechwood Road and the application involved several zoning variances to construct a 2nd story addition and enclose an existing porch. Part of Mr. Flax's proposal was to also widen his driveway, which requires the demolition of the existing railroad tie wall along the left side of the driveway and the construction of a new modular block retaining wall 2'-5' further to the left (see Exhibit A). The end of the wall will extend into the City's right-of-way along Beechwood Road and the Board Engineer recommended the City enter into an agreement with the applicant for this work and for the permanent obstruction into the right-of-way. Council approval is requested of this agreement.

RESOLUTION OF APPROVAL
JON FLAX
APPLICATION #ZB-16-1802

	: ZONING BOARD OF ADJUSTMENT
IN THE MATTER OF	: CITY OF SUMMIT
JON FLAX	: VARIANCE APP. #ZB-16-1802
	: BLOCK 1202, LOT 2
	: 168 BEECHWOOD ROAD

WHEREAS, Jon Flax, has requested variances pursuant to N.J.S.A. 40:55D-70(c)(1), (c)(2) and (d)(4) to construct a second story addition to their property and enclose an existing porch on the property located at Block 1202, Lot 2 on the tax map of the City of Summit, being commonly known as 168 Beechwood Road, Summit, New Jersey, and said premises being in the R-25 Zone; and

WHEREAS, the Board held a public hearing on said application on May 2, 2016; and

WHEREAS, the applicant has provided adequate notice of the application and the hearing in accordance with N.J.S.A 40:55D-12; and

WHEREAS, the applicant was not represented by Counsel; and

WHEREAS, the Board has heard the testimony and the evidence presented by the applicant and having received comments from the public.

NOW, THEREFORE BE IT RESOLVED, that the Board of Adjustment of the City of Summit, County of Union, and State of New Jersey, on the 2nd day of May, 2016, made the following findings of fact:

1. The Board found the application complete.

2. **According to the application, the applicant is requesting the following variances:**

   A. For proposed right side yard setback of 15 feet, whereas 17 feet is required.

   B. For proposed rear yard setback of 35.6 feet (at kitchen expansion), whereas 45 feet is required.

C. For proposed total side yard percentage of 38.4% (at proposed second story addition), whereas 40% is required.

D. For proposed lot coverage of 30.7%, whereas 30% is the maximum permitted.

E. For proposed FAR of 27.37%, whereas 25% is the maximum permitted.

Pre-existing Non-conforming Conditions:

F. For pre-existing left side yard setback of 11 feet, whereas 17 feet is required.

G. For pre-existing building coverage of 19.7%, whereas 14% is the maximum permitted.

H. For pre-existing driveway width of 15 feet and proposed driveway width of 19 feet, whereas 12 feet is the maximum permitted.

I. For 2 pre-existing air conditioning condensers with right side yard setbacks of 7 feet, whereas mechanical equipment is permitted to encroach into the required side yard by not more than 3 feet.

J. For pre-existing spotlights located above the garage, whereas exterior lights are required to be shielded and aimed down such that no light source is visible and no light is spilled over any property line.

3. Based upon the sworn testimony of the applicant, Jon Flax, the Board made the following findings of fact:

A. The applicant purchased the home in December 2014.

B. The applicant is seeking to create a play space for his two small children.

C. To achieve this goal, the applicant is proposing to construct a second floor addition for the relocation of the first floor home office.

Attachment: 168 Beechwood PB Resolution (4534 : Revocable License Agreement/R.O.W. Encroachment

D. The applicant is also proposing to replace the roof, which experiences minor leaking, with a new pitched roof.

E. The kitchen will be relocated and opened up to the existing family room.

F. The applicant wishes to widen the driveway, to create room for a second car.

G. The previous owners of the home had done renovations to the property, which created the preexisting nonconforming conditions.

4. Based upon the sworn and qualified testimony of the applicant's Professional Architect, Cindy Boerner-Lay, the Board made the following findings of fact:

A. Many of the variances needed are due to preexisting nonconforming conditions created by previous renovations to the home.

B. The existing open porch has three walls and a roof, and the applicant is proposing to enclose it with a fourth wall to include it in the living space. There will be no change to the visual bulk of the home as a result of this change. In 2001, a variance was granted to allow a similar but larger addition over the balcony which was never constructed.

C. The addition will be very well screened from the neighboring property with both deciduous and evergreen trees.

D. The property is oddly shaped, which drives the variance relief needed for the rear yard setback.

E. An addition was previously constructed to the rear of the home, which at the time, was conforming within the rear yard setbacks.

F. The driveway is proposed to be expanded 133 square feet. However, in exchange the applicant will remove162 square feet of the existing blue stone walkway path, which will result in a net reduction of 29 square feet.

G. The expansion of the driveway will allow for a safer means of ingress and egress into the property, due to the property's location on a bend in the road.

H. The site can accommodate the increase in FAR, given that the front area of the property located in the city right-of-way is extensive. If that area could be included in the total lot size, the FAR would be compliant.

I. This proposal will enhance the overall appearance of the property, and will not have a negative impact on neighboring properties as the renovations are *de minimis.*

5. Leo Paytis, 164 Beechwood Road, expressed concern about the potential damage of the existing trees between his and the applicant's property as a result of the construction of the driveway. Mr. Flax promised to preserve the integrity of these trees and to take all actions necessary to protect them during construction.

6. Robert Delaney, 25 Hillcrest Road, expressed support for the application in that the proposed changes to the property will have a positive impact on the neighborhood.

7. The Board determined that the site can accommodate the increase in floor area ratio, given that the increase will be *de minimis* in nature and will not increase the massing of the home.

8. The Board finds the proposed renovations to be attractive, that will add value to the housing stock of the City of Summit.

9. The Board found that the topography of the site, namely the city right-of-way being located on the property, creates a hardship for development and drives many of the preexisting nonconformities and variance relief needed.

10. There are no substantial negative impacts arising from this proposal that will impinge on the light, air, or privacy of the surrounding property owners.

11. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, after careful deliberation, the Board determined that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(1) because the Board determined that the size of usable space on the property is severely compromised because of the property being located in the city right-of-way, creating a hardship for development; and

WHEREAS, the Board determined that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(2) because the Board determined that the renovations to the home will be visual improvements the home consistent with the character of the neighborhood, making the home more attractive as described in N.J.S.A. 40:55D-2 (i) "To promote a desirable visual environment through creative development techniques and good civic design and arrangement;"

WHEREAS, the Board determined that this application has met the requirements of N.J.S.A. 40:55D-70 (d)(4) because the Board has determined that the site can accommodate the increase in floor area ratio, as there will not be any increase in the massing of the home; and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact, because the proposal will not impinge on the light, air, or privacy of the surrounding property owners; and

WHEREAS, the Board has determined that the relief sought does not impair the intent and purpose of the Master Plan or Zoning Ordinance of the City of Summit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Summit, in the County of Union, and State of New Jersey, on the 2nd day of May, 2016, upon a motion made by Mark Hurrell and seconded by Nick Cohron that the application of Jon Flax, be granted, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meeting of May 2, 2016.

2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.

3. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as

may be required by law, including but not limited to the Municipality's and State's affordable housing regulations; and the applicant shall comply with any requirements or conditions of such approvals or permits.

4. The applicant must comply with the Development Fee Ordinance of the City of Summit, if applicable, which Ordinance is intended to generate revenue to facilitate the provision of affordable housing.

5. The applicant has one (1) year from the date of this Resolution to obtain a building permit.

6. The applicant is to comply with the City Engineer's letter of April 14, 2016, which is incorporated herein and attached as Exhibit "A".

7. The air conditioning unit screening is to be maintained.

8. The Board reserves landscape jurisdiction for a period of two (2) years from the issuance of the Certificate of Occupancy.

9. The applicant agreed to preserve the integrity of the existing trees bordering 164 Beechwood Road, in accordance with the Bartlet Tree Expert's recommendations.

10. Publication of a notice of this decision will be published in one of the City's officially designated newspapers, by the Department of Community Services, at the cost of the applicant.

VOTE ON ROLL CALL:

IN FAVOR: Mark Hurrell; David Trone; Nick Cohron; Stephen Bowman; Michael Lisowski; Chris Dunn; Thomas Ucko

OPPOSED: None

Packet Pg. 192

9.D.1.a

Attachment: 168 Beechwood PB Resolution (4534 : Revocable License Agreement/R.O.W. Encroachment

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution for Application #ZB-16-1802, approved May 2, 2016 and duly adopted as to form by the Zoning Board and memorialized at its regular meeting on the June 6, 2016.

THOMAS UCKO
Chairman
City of Summit
Zoning Board of Adjustment

DENNIS M. GALVIN, ESQ.
Secretary and Counsel
City of Summit
Zoning Board of Adjustment

Exhibit "A"

To: Zoning Board

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

Date: April 14, 2016

Re: 168 Beechwood Road
Block 1202, Lot 2
Summit File No. ZB-16-1802

I have reviewed the application prepared by Jonathan Flax. The Applicant submitted the following for review:

a. Plans entitled "Addition and Renovation To The Flax Residence, 168 Beechwood Road, Summit, NJ", prepared by Boerner-Lay Design LLC., consisting of eight (8) sheets, dated 12-02-15, last revised 03-15-16;

b. Plan entitled "Grading Plan For The Flax Residence, 168 Beechwood Road, Block 145, Lot 8, City of Summit, Union County, New Jersey", prepared by DJ Egarian & Associates, Inc., consisting of one (1) sheet, dated 03.03.16;

c. Plan entitled "Plan Of Survey, Jonathan Flax, Situated In City of Summit, Union County, New Jersey, Block 1202, Lot 2", prepared by Control Layouts, Inc., Land Surveyors, consisting of one (1) sheet, dated 10/24/14, last revised 11/05/14;

d. Plan entitled "Topographic Survey Of Property Situated At 168 Beechwood Road (Lot 2 In Block 1202), City of Summit, Union County, New Jersey", prepared by Solstice Surveying, consisting of one (1) sheet, dated 02/13/16;

e. Application to Zoning Board of Adjustment of Summit, New Jersey, dated March 14th, 2016; and

f. Application for a Certified List of Property Owners within 200 feet, dated 3-3-16.

Based on our review of the above-referenced documents, this office offers the following comments:

1. The property is within the R-25 Zone and is surrounded by properties in the R-25 Zone.

2. The Applicant is proposing to construct a second story addition to their property and enclose an existing porch. The Applicant is removing the blue stone walkway associated with this entranceway.

Attachment: 168 Beechwood PB Resolution (4534 : Revocable License Agreement/R.O.W. Encroachment

3. The Applicant is proposing to widen the driveway, which requires the demolition of the existing "railroad" tie wall and the installation of a new modular block retaining wall.

4. The Applicant is proposing to decrease the impervious area by 29 SF +/-. The applicant is not proposing any stormwater management measures.

5. The Applicant shall provide a copy of the structural report and calculation referenced in note #3 in the gravity wall details, Sheet 1 prepared by D.J. Egarian & Associates, Inc.

6. The Applicant shall provide a hold harmless agreement for the construction of the wall within the City right-of-way.

7. While the Applicant has provided a silt fence detail on Sheet 1 (D.J. Egarian), no location for the silt fence is shown on the plans. It is our recommendation that the Applicant install soil erosion and sediment control measures at the catch basin located on Beechwood Road at the front of the property. We also recommend that the Applicant install hay bale sediment filters in the driveway during off hours to prevent any sediment from leaving the site. The details shall be added to the plan.

8. The Applicant shall be aware of their responsibility to repair any damage to improvements within the City Right-of-Way including, but not limited to, curb and asphalt caused by construction activities associated with the installation of the improvements on the subject lot.

9. The Applicant shall remove all excavated and excess soil from the site.

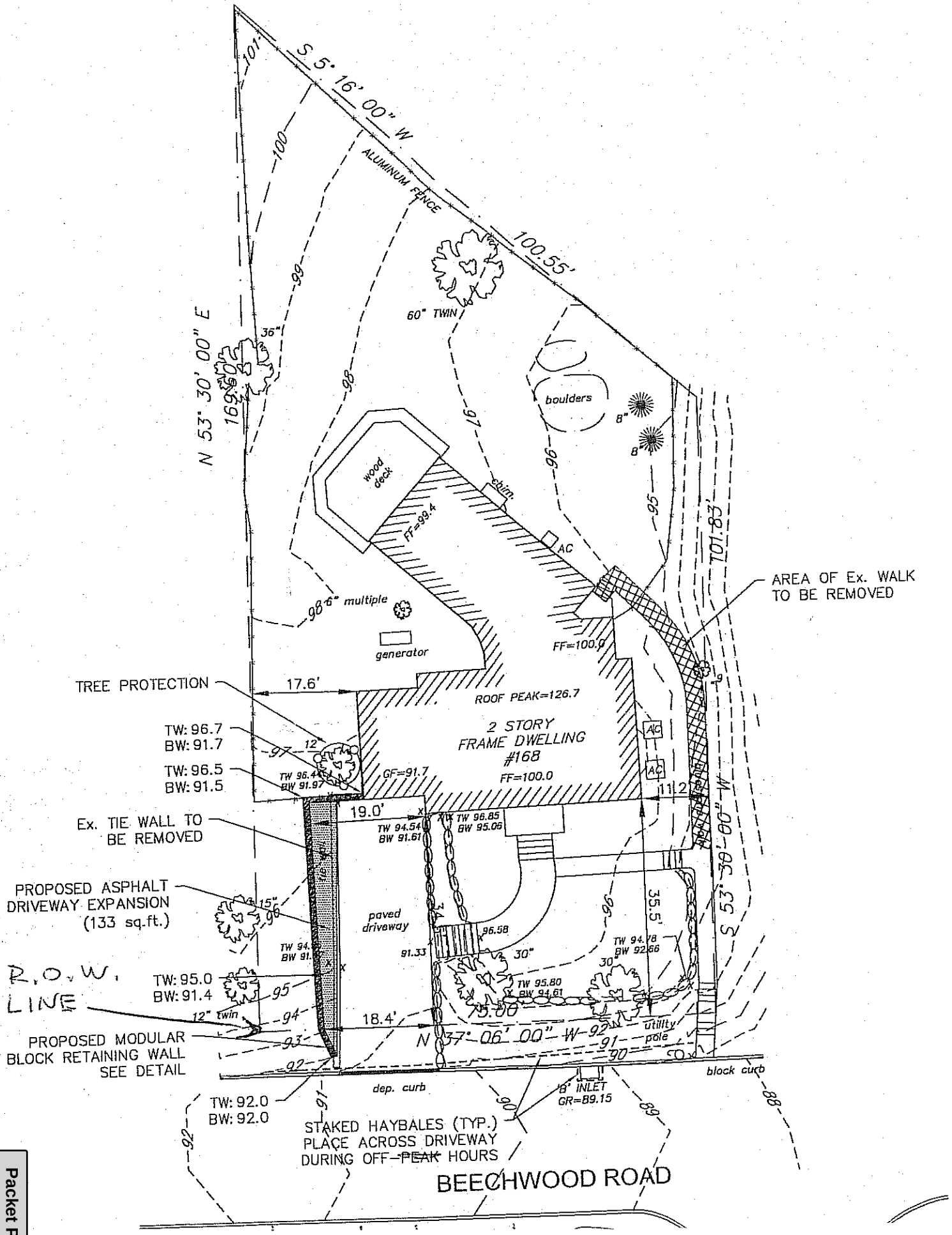
10. As a condition of approval, signed digital plans shall be transferred to the City of Summit for use in updating the GIS database for the property. Coordination with the City's Engineering Department shall be the responsibility of the Applicant after the application is approved by the City and prior to the issuance of a Certificate of Occupancy.

The referenced application and plans provided satisfy the engineering requirements for this variance application with the revisions noted above. **If the Board grants approval to the project, the approval should be subject to the issuance of a grading permit (Chapter 35, Article 8) and the conditions listed above.** The grading permit will not be issued until all requirements of the resolution of approval are satisfied.

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

ARH/tva

P:\SUZ\SUZ-802\Correspondence OUT\160414_arh_zoningbd_168 Beechwood Rd_EngineersReview_SUZ-802.docx


S 5° 16' 00" W
ALUMINUM FENCE
100.55'
N 53° 30' 00" E
169.90'
101.83'
S 53° 30' 00" W
60" TWIN
36"
boulders
8"
8"
wood deck
chim.
FF=99.4
AC
AREA OF Ex. WALK TO BE REMOVED
6" multiple
generator
FF=100.0
TREE PROTECTION
17.6'
ROOF PEAK=126.7
2 STORY FRAME DWELLING #168
FF=100.0
TW: 96.7
BW: 91.7
TW: 96.5
BW: 91.5
TW 96.44
BW 91.97
GF=91.7
11.2'
19.0'
TW 94.54
BW 91.61
TW 96.85
BW 95.06
Ex. TIE WALL TO BE REMOVED
PROPOSED ASPHALT DRIVEWAY EXPANSION (133 sq.ft.)
15"
paved driveway
96.58
91.33
30"
TW 94.78
BW 92.66
35.5'
R.O.W. LINE
TW: 95.0
BW: 91.4
12" twin
TW 95.80
BW 94.61
18.4'
N 37° 06' 00" W
utility pole
PROPOSED MODULAR BLOCK RETAINING WALL SEE DETAIL
dep. curb
block curb
TW: 92.0
BW: 92.0
'B' INLET
GR=89.15
STAKED HAYBALES (TYP.) PLACE ACROSS DRIVEWAY DURING OFF-PEAK HOURS
BEECHWOOD ROAD

(Revised October 25, 2016)

REVOCABLE LICENSE AGREEMENT

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

By and between:

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

And,

JONATHAN FLAX, having an address at 168 Beechwood Road, Summit, New Jersey 07901 ("Flax").

WITNESSETH:

WHEREAS, the City has a right-of-way along Beechwood Road, including 168 Beechwood Road ("Property"), known as Block 1202, Lot 2 on the City of Summit Tax Map, as depicted on Exhibit A ("Right-of-Way Area"); and

WHEREAS, Flax received approval from the City's Zoning Board of Adjustment ("Board") to reconstruct a retaining wall within the Right-of-Way Area; and

WHEREAS, a true copy of Board Resolution for Application #ZB-16-1802, memorializing the Board's approval, dated June 6, 2016, is attached as Exhibit B; and

WHEREAS, that approval included the removal and reinstallation of a modular block wall within the Right-of-Way Area; and

WHEREAS, the City believes that it is in the best interests of the residents of the City to enter into this Agreement with Flax and allow a modular block wall within the Right-of-Way Area.

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

1. Premises. The City hereby agrees to grant a revocable license to Flax, and Flax hereby accepts a revocable license from the City for the use of the Right-of-Way Area.

2. Purpose. The purpose of this Agreement is to establish the rights and responsibilities for the use of the Right-of-Way Area by Flax.

3. Supervision and Control. Except as otherwise provided in this Agreement, it is agreed that all maintenance of the Right-of-Way Area shall be the responsibility of Flax, including, but not limited to, repairing any damage to improvements within the Right-of-Way Area, such as the curb and asphalt, caused by construction activities associated with the installation of the improvements authorized by the Board.

4. Insurance. Flax shall maintain general liability insurance coverage in the amount of $1,000,000 per person and $3,000,000 for all persons affected by a single occurrence and property insurance in an amount not less than $1,000,000. Flax shall name the City as an additional insured on said policies of insurance and certificate(s) of insurance reflecting such coverage and requirements shall be provided to the City Clerk.

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

6. Assignment. Flax shall not assign this Agreement.

7. Hold Harmless and Indemnification. Flax shall indemnify and hold harmless the City, its officials, employees, agents or volunteers, against any liability, loss or claim arising out of injury to person or damage to property occurring in or about the Right-of-Way Area as a result of or associated with Flax's use of the Right-of-Way Area, including if such liability, loss or claim is caused solely by the negligence of the City or any of its employees or agents.

8. Removal of Modular Block Wall. The City Engineering Division in its sole and absolute discretion may either, upon ten (10) days notice, demand that Flax remove the modular block walls from the Right-of-Way Area, within ten (10) days of the notice or, in the event of an emergency, the City may remove the modular block wall without notice and at Flax's sole cost and expense. The City's cost and expense shall be a lien on the

Attachment: Revocable License Agreement - 168 Beechwood Rd rev 10-25-16 (4534 : Revocable License Agreement/R.O.W. Encroachment -

Property upon certification of the City Common Council. In either event, if the modular block walls are removed by Flax at the direction of the City Engineering Division or removed by the City, the City will have no obligation or responsibility to repair, replace, restore or maintain the modular block walls.

9. Utilities within the Right-of-Way. This Agreement is not to be construed as the City granting Flax the exclusive right to place a structure above the infrastructure of utilities located within the Right-of-Way. As to those utilities, Flax uses the Right-of-Way at his own risk and expense and this Agreement is subject to the rights of utilities using the Right-of-Way.

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

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

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

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

ATTEST:

By:_____
Rosemary Licatese, Clerk

LICENSOR: CITY OF SUMMIT

By:_____
Nora Radest, Mayor

ATTEST:

By:_____

LICENSEE: JONATHAN FLAX

By:_____
Jonathan Flax

Attachment: Revocable License Agreement - 168 Beechwood Rd rev 10-25-16 (4534 : Revocable License Agreement/R.O.W. Encroachment -

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

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

a. she is the Clerk of the City of Summit, the municipal corporation named in the attached document;

b. she is the attesting witness to the signing of this document by the proper municipal officer who is Nora Radest, the Mayor of the municipal corporation;

c. this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper Resolution of the City of Summit Common Council;

d. she knows the proper seal of the municipal corporation which was affixed to this document; and

e. she signed this proof to attest to the truth of these facts.

_____
Rosemary Licatese, Clerk

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

_____
Name:
Title:

Attachment: Revocable License Agreement - 168 Beechwood Rd rev 10-25-16 (4534 : Revocable License Agreement/R.O.W. Encroachment -

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

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

a. he is named in and personally signed the attached document; and

b. he signed, sealed and delivered the same as his voluntary act and deed.

_____
Jonathan Flax

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

_____
Notary Public

Attachment: Revocable License Agreement - 168 Beechwood Rd rev 10-25-16 (4534 : Revocable License Agreement/R.O.W. Encroachment -

Resolution (ID # 4543)
November 1, 2016

AUTHORIZE SUBMISSION OF GRANT APPLICATION - NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FY2016 TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the FY2016 Transportation Alternatives Program (the "Program") provides federal funds for community based "non-traditional" projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation's intermodal system; and

WHEREAS, the FY2016 Program is being administered by the New Jersey Department of Transportation; and

WHEREAS, the maximum amount of grant funds available is $1 million, and no municipal matching funds are required; and

WHEREAS, the grant application describes the terms and conditions of applying for the grant funding; and

WHEREAS, the Administration wishes to apply for these grant funds in an amount not to exceed $1 million for the completion of a rails-to-trails project known as Phase I of the Summit Parkline Project.

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

1. It does hereby accept the terms of the grant funding and authorizes the electronic submission of the grant application identified as ***TA-2016-Summit City-00108,*** to the New Jersey Department of Transportation on behalf of the City of Summit.

2. It will assume maintenance responsibility over all improvements completed with grant funding awarded under the FY2016 Transportation Alternatives Program.

3. In accordance with 23 CFR 635.105(a) (4) the City of Summit is designating Aaron J. Schrager, P.E., C.M.E., P.P. as the responsible charge for this program. Aaron Schrager is a full-time employee of the City of Summit in the role of City Engineer and Deputy Director of the Department of Community Services and will be responsible charge for the proposed Federal-aid construction project.

4. This resolution shall take effect immediately upon passage.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Community Service Department (DCS)
R - Works

www.cityofsummit.org

Meeting: 11/01/16 07:30 PM

RESOLUTION (ID # 4543)

DOC ID: 4543

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: October 12, 2016

SUMMARY

Resolution (ID # 4544)
November 1, 2016

AUTHORIZE NATIONAL COOPERATIVE PURCHASE - NATIONAL JOINT POWERS ALLIANCE- PURCHASE OF 20 CY GARBAGE TRUCK #62 - $187,389.60

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

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

WHEREAS, in a memo dated October 12, 2016, the DCS Director requests approval for the purchase of one (1) new 20 CY 2017 Leach 2RIII rear-loader garbage truck which will be mounted on a 2017 International 7500 SBA 4x2 cab/chassis to replace the DPW Truck #62 for residential trash collection and bulky waste collections (dial-a-truck), which has been experiencing major engine problems and is unreliable, and

WHEREAS, the equipment is to be purchased through NJPA contract #112014-LEG from Sanitation Equipment Corp., South 122 Route 17 North, Paramus, NJ 07652, for a total cost of $187,389.60.

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

That, in accordance with the City Treasurer's certification of the availability of funds in Account Nos. C-04-29-012-00C-002 and C-04-30-066-00C-030, a copy of which is attached hereto and made a part of this resolution, and pursuant to the National Joint Powers Alliance contract referenced above, the purchase of one (1) garbage truck described above for a total cost of $187,389.60 be and is hereby authorized.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Community Service Department (DCS)
R - Works

www.cityofsummit.org

Meeting: 11/01/16 07:30 PM

RESOLUTION (ID # 4544)

DOC ID: 4544 A

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: October 12, 2016

SUBJECT: Resolution authorizing purchase of a 20CY garbage truck from a national co-op.

SUMMARY

At this time I am recommending the purchase the purchase of a 2017 Leach 2RIII rear-loader garbage truck which will be mounted on 2017 International 7500 SBA 4x2 cabs/chassis. This new truck is intended to replace an existing DPW truck used for residential trash collections and bulky waste collections (dial-a-truck).

These proposed new Leach garbage truck will be diesel powered and have refuse body capacity of 20 cubic yards, with a 3.5 cubic yard manual loading hopper. The new truck will be a high compaction unit to maximize load efficiency, with integral floor sumps to contain waste liquids. Body design includes safety features to reduce potential for sanitation worker injuries, and will be outfitted with rear view cameras and high-visibility strobe lighting front and rear.

The new truck cab is to be painted International Medium Red to match the existing inventory; it will have 3-man cab capacity, automatic transmission, and all necessary work lighting. The refuse bodies are to be painted white. This vehicle is to be purchased through the National Joint Powers Alliance (NJPA) Contract #112014-LEG.

This vehicle purchase is a planned capital replacement of DPW Truck #62 of the Sanitation and Recycling Unit. The vehicle being replaced is a 1999 International/PacMor rear loader which was purchased in 1998. Truck #62 experiencing major engine problems, and is unreliable. This vehicle supported critical DPW programs, and a replacement is essential to continue providing current service levels.

The cost for this vehicle is $187,389.60.

Funding for this purchase is provided through a combination of grants, as follows:

- 2010 Capital Ordinance # 10-2912, Account # C-04-29-012-00C-002
  $108,927.00
- NJ Recycling Tonnage Grants, (2009, 2010, 2011, 2012, 2013) totaling
  $214,203.95

- 2014 Capital Ordinance #14-3066, Account #C-04-30-066-00C-030 $ 51,648.25

The vendor for the vehicle purchase is Sanitation Equipment Corporation, South 122 Route 17 North, Paramus, NJ 07652.

This vehicle is to be purchased through the National Joint Powers Alliance (NJPA) Contract #112014-LEG. This vehicle is not available on NJ State contract or any other local cooperatives that the City has access to. A cost savings determination has been completed in accordance with LFN 2012-10.

Certification of Availability of Funds

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

Resolution Date: 11/1/2016
Resolution Doc Id: 4544

Vendor: Sanitation Equipment Corporation
South 122 Route 17 North
Paramus, NJ 07652

Purchase Order Number: 16-03552

Account Number	Amount	Account Description
C-04-29-012-00C-002	$108,927.00	2912 Purchase Garbage Truck with Winch
C-04-30-066-00C-030	$78,462.60	3066 DPW Rear Packer Truck
Total	$187,389.60	

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

Margaret V. Gerba
City Treasurer/CFO

SANITATION EQUIPMENT Corp.

SOUTH 122 ROUTE 17 NORTH PARAMUS, NJ 07652 201-843-3616 FAX 201-843-1975

DISTRIBUTOR OF LEACH – LABRIE – SCHAEFER

NJPA AWARDED CONTRACT

Contract #112014-LEG

Chris Holenstien
512 Springfield Ave
Summit NJ 07901

RE: 20 yard Leach moldel 2RIII with International Chassis

Dear Mr. Holenstien

We are pleased to submit our quotation for NJPA contract pricing for (1) New Leach model 2RIII (20) cubic yard Rearload refuse truck body with International chassis as per the attached specifications with the following body equipment options:

- **Leach 2RIII 20 cubic yard rearloader**
- **12,000# drum winch with latch and guide plates**
- **Hot Shift PTO with married pump**
- **Pump shut offs both sides of tailgate**
- **LED back up lights on rub rails**
- **2 LED strobe lights front bulkhead**
- **2 LED strobe lights rear upper light bar**
- **Body side opening curbside**
- **Mud flaps front of tandem**
- **Mud flaps rear of tandem**
- **2 year body warranty**
- **5 year cylinder warranty**
- **Shorten guide plates in lieu of standard (latch and ears)**
- **Load sill 5" below chassis frame with container attachment**
- **Back up alarm**
- **Color 5.6" rear vision camera**
- **8 lam dominator arrow stick DP800800**
- **Body floor only undercoated**
- **Painted WHITE**
- **Bolt on rear steps**
- **Commercial tailgate weldment upgrade**
- **2 LED hopper lights**
- **Body side access door interlock**
- **Bolt on barrel rack**

TOTAL COST FOR TRUCK, AND BODY: $187,389.60 each

Chassis will be supplied by Mid Atlantic Truck Centre. All warranty for truck will be responsibility of the truck dealer. If acceptable please issue a purchase order to Sanitation Equipment Corp. Estimated completion will be 30 days after receipt of chassis depending on production at the time of chassis arrival.

Respectfully Submitted;
BY: Sanitation Equipment Corp
Carla Iommetti-Manager

Resolution (ID # 4545)
November 1, 2016

AUTHORIZE NATIONAL COOPERATIVE PURCHASE - NATIONAL JOINT POWERS ALLIANCE - PURCHASE OF 20 CY RECYCLING TRUCK #67 - $187,389.60

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

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

WHEREAS, in a memo dated October 12, 2016, the DCS Director requests approval for the purchase of one (1) new 20 CY 2017 Leach 2RIII rear-loader garbage truck which will be mounted on a 2017 International 7500 SBA 4x2 cab/chassis to replace the DPW Truck #67 of the Sanitation and Recycling Unit, which has been taken out of service as being economically irreparable in 2015, and

WHEREAS, the equipment is to be purchased through NJPA contract #112014-LEG from Sanitation Equipment Corp., South 122 Route 17 North, Paramus, NJ 07652, for a total cost of $187,389.60.

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

That, in accordance with the City Treasurer's certification of the availability of funds in Account Nos. G-02-26-801-011-000, G-02-26-801-012-000, G-02-26-801-013-000, G-02-26-801-014-000, and G-02-26-801-104-013, a copy of which is attached hereto and made a part of this resolution, and pursuant to the National Joint Powers Alliance contract referenced above, the purchase of one (1) recycling truck described above for a total cost of $187,389.60 be and is hereby authorized.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Community Service Department (DCS)
R - Works

www.cityofsummit.org

Meeting: 11/01/16 07:30 PM

RESOLUTION (ID # 4545)

DOC ID: 4545 A

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: October 12, 2016

SUBJECT: Resolution authorizing purchase of a 20CY recycling truck from a national co-op.

SUMMARY

At this time I am recommending the purchase the purchase of a 2017 Leach 2RIII rear-loader garbage truck which will be mounted on 2017 International 7500 SBA 4x2 cabs/chassis. This new truck is intended to replace an existing DPW truck used for recycling collections and bulky waste collections (dial-a-truck).

These proposed new Leach garbage truck will be diesel powered and have refuse body capacities of 20 cubic yards, with a 3.5 cubic yard manual loading hopper. The new truck will be a high compaction unit to maximize load efficiency, with integral floor sumps to contain waste liquids. Body design includes safety features to reduce potential for sanitation worker injuries, and will be outfitted with rear view cameras and high-visibility strobe lighting front and rear.

The new truck cab is to be painted International Medium Red to match the existing inventory; it will have 3-man cab capacity, automatic transmission, and all necessary work lighting. The refuse bodies are to be painted white. This vehicle is to be purchased through the National Joint Powers Alliance (NJPA) Contract #112014-LEG.

This vehicle purchase is a planned capital replacement of DPW Truck #67 of the Sanitation and Recycling Unit. The vehicle being replaced is a 1999 International/PacMor rear loader which was purchased in 1998. Truck #67 was taken out of service as being economically irreparable in 2015. This vehicle supported critical DPW programs, and a replacement is essential to continue providing current service levels.

The cost for this vehicle is $187,389.60.

Funding for this purchase is provided through a combination of grants, as follows:

- NJ Recycling Tonnage Grants, (2009, 2010, 2011, 2012, 2013) totaling $214,203.95

The vendor for the vehicle purchase is Sanitation Equipment Corporation, South 122 Route 17 North, Paramus, NJ 07652.

This vehicle is to be purchased through the National Joint Powers Alliance (NJPA) Contract #112014-LEG. This vehicle is not available on NJ State contract or any other local cooperatives that the City has access to. A cost savings determination has been completed in accordance with LFN 2012-10.

Certification of Availability of Funds

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

Resolution Date: 11/1/2016
Resolution Doc Id: 4545

Vendor: Sanitation Equipment Corporation
South 122 Route 17 North
Paramus, NJ 07652

Purchase Order Number: 16-03551

Account Number	Amount	Account Description
G-02-26-801-011-000	$60,522.17	2009 Recycling Tonnage Grant
G-02-26-801-012-000	$32,522.20	2010 Recycling Tonnage Grant
G-02-26-801-013-000	$29,686.14	2011 Recycling Tonnage Grant
G-02-26-801-014-000	$52,439.73	2012 Recycling Tonnage Grant
G-02-26-801-014-013	$12,219.36	2013 Recycling Tonnage Grant
Total	$187,389.60	

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

Margaret V. Gerba
City Treasurer/CFO

SANITATION EQUIPMENT Corp.

SOUTH 122 ROUTE 17 NORTH PARAMUS, NJ 07652 201-843-3616 FAX 201-843-1975

DISTRIBUTOR OF LEACH – LABRIE – SCHAEFER

NJPA AWARDED CONTRACT

Contract #112014-LEG

Chris Holenstien
512 Springfield Ave
Summit NJ 07901

RE: 20 yard Leach moldel 2RIII with International Chassis

Dear Mr. Holenstien

We are pleased to submit our quotation for NJPA contract pricing for (1) New Leach model 2RIII (20) cubic yard Rearload refuse truck body with International chassis as per the attached specifications with the following body equipment options:

- **Leach 2RIII 20 cubic yard rearloader**
- **12,000# drum winch with latch and guide plates**
- **Hot Shift PTO with married pump**
- **Pump shut offs both sides of tailgate**
- **LED back up lights on rub rails**
- **2 LED strobe lights front bulkhead**
- **2 LED strobe lights rear upper light bar**
- **Body side opening curbside**
- **Mud flaps front of tandem**
- **Mud flaps rear of tandem**
- **2 year body warranty**
- **5 year cylinder warranty**
- **Shorten guide plates in lieu of standard (latch and ears)**
- **Load sill 5" below chassis frame with container attachment**
- **Back up alarm**
- **Color 5.6" rear vision camera**
- **8 lam dominator arrow stick DP800800**
- **Body floor only undercoated**
- **Painted WHITE**
- **Bolt on rear steps**
- **Commercial tailgate weldment upgrade**
- **2 LED hopper lights**
- **Body side access door interlock**
- **Bolt on barrel rack**

TOTAL COST FOR TRUCK, AND BODY: $187,389.60 each

Chassis will be supplied by Mid Atlantic Truck Centre. All warranty for truck will be responsibility of the truck dealer. If acceptable please issue a purchase order to Sanitation Equipment Corp. Estimated completion will be 30 days after receipt of chassis depending on production at the time of chassis arrival.

Respectfully Submitted;
BY: Sanitation Equipment Corp
Carla Iommetti-Manager

APPOINT POLICE SERGEANT (PENDING CS DISCUSSION)

Pending Closed Session discussion.

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
Ingrid Gordon 32 Cromwell Parkway Summit, NJ 07901	Lego Robotics	$155.00
Heather Braun 26 Lenox Road Summit, NJ 07901	Flag Football	$100.00
Mark Lim 49 Madison Avenue Summit, NJ 07901	Football	$200.00
Olivia Garcia 65 Park Avenue Summit, NJ 07901	Cheerleading	$75.00
Sharon Nash 7 Aubrey Street Summit, NJ 07901	Flag Football	$100.00
Mary Bitting 61 Ashland Road Summit, NJ 07901	Women's Golf League	$60.00
Silvia Bach 22 Valemont Way Summit, NJ 07901	Mommy & Me Dance	$70.00
Maria Darmer 44 Ashwood Avenue Summit, NJ 07901	Mommy & Me Yoga	$85.00
Hai Diep 7 Sheridan Road Summit, NJ 07901	Lego Robotics	$155.00
Amanda Wipperman 87 Maple Street Summit, NJ 07901	Pre-K Phonics	$30.00
Wei Jing Zhao 746 Austin Street Westfield, NJ 07090	Let's Pretend	$63.75

Emma Stokes 7 Lowell Avenue Summit, NJ 07901	Basketball	$105.00
Irma Picado 51 Ashwood Avenue Summit, NJ 07901	Soccer & Field User Fee	$145.00
Elizabeth Cano 182 Ashland Road Summit, NJ 07901	Junior Robotics	$155.00
Tina DeSarno 11 Hampshire Road New Providence, NJ 07974	Fine Motor Mania	$50.00

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Resolution (ID # 4519)
November 1, 2016

REFUND OVERPAYMENT OF 2016 SEWER UTILITY CHARGE

WHEREAS, The Tax Collector has received an overpayment of sewer utility charge.

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
4102	11	Dilone, Sarie & Eric 39 Michigan Ave. Check payable and Mail to: Dilone, Sarie & Eric 39 Michigan Ave. Summit NJ 07901	$230.07

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Resolution (ID # 4349)
November 1, 2016

AUTHORIZE REFUND OF PROPERTY USE ESCROW - SUMMIT JUNIOR FORTNIGHTLY - $500.00

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

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

Name/ Event Dates	Address	Refund Amount
Summit Junior Fortnightly Club Event: Tot Trot	Summit Junior Fortnightly Club 214 Springfield Avenue Summit, NJ 07901	$500.00

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Resolution (ID # 4538)
November 1, 2016

AUTHORIZE PAYMENT OF 2016 4TH QUARTER COUNTY TAXES, SPECIAL IMPROVEMENT DISTRICT TAXES AND COUNTY OPEN SPACE TAXES

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 wire funds or draw a check and issue the same to the County Treasurer in the amount of $9,822,754.43 on account 4th quarter 2016 County Taxes.

FURTHER RESOLVED that the proper officers of the City be and they are hereby authorized and directed to draw a check and issue the same to Summit Downtown, Inc. in the amount of $61,800.00 for the 4th quarter 2016 Special Improvement District Taxes.

FURTHER RESOLVED that the proper officers of the City be and they are hereby authorized and directed to wire funds or draw a check and issue the same to the County Treasurer, the 4th quarter 2016 Open Space, Recreation and Historic Preservation fund Taxes, in the amount of $280,115.55.

Dated: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Resolution (ID # 4528)
November 1, 2016

AMEND BUDGET - CHAPTER 159 - BODY ARMOR GRANT

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 $4,269.33:

State of New Jersey
Division of Criminal Justice
2016 Body Armor Grant

SECTION 2.

BE IT RESOLVED that a like sum of $4,269.33 be and the same is hereby appropriated under the captions of:

State of New Jersey
2016 Body Armor Grant
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: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Finance
CA - Finance/Personnel

www.cityofsummit.org

Meeting: 11/01/16 07:30 PM

RESOLUTION (ID # 4528)

DOC ID: 4528

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: October 6, 2016

SUMMARY

This resolution adds $4,269.33 to the budget both as a revenue and as an expenditure for this year's Division of Criminal Justice Body Armor Grant.

Resolution (ID # 4267)
November 1, 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: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016

City Clerk

SUMMIT SMARTCARD, PREPAID PARKING, AND OVERNIGHT PARKING PERMITS REFUNDS
COUNCIL MEETING DATE: November 1, 2016

NAME	ADDRESS	TYPE	REASON	REFUND AMOUNT
Summit Physical Therapy	2780 Morris Ave. Suite 1B, Summit, NJ 07901	Corporate Code Refund	No longer in Summit	$140.00
Yvenise Bonheur	50 Elmwood Ave., Irvington, NJ 07111	Chestnut Lot Daily	Overpayment	$16.00
Derek Fisher	12 Wynwood Rd., Chatham, NJ 07928	Paid Lost Ticket Fee of $30	Found Lost Ticket-no fee due	$30.00
Meryl Glassman	9045 Bay Harbour Circle, W. Palm Beach, FL 33411	Paid Lost Ticket Fee of $30	Found Lost Ticket-fee due	$5.00
Samuel Jacobson	99 Dover Rd., Colonia, NJ 07067	Vehicle Towed from Tier	Work Being Done in Tier. Police Dept. gave permission for vehicle to park there.	$346.80
				$537.80

Resolution (ID # 4537)
November 1, 2016

AUTHORIZE PAYMENT OF BILLS - $814,960.76

AUTHORIZE PAYMENT OF BILLS

November 1, 2016

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

That the proper officers of the City be and they are hereby authorized and directed to draw checks for a total of $814,960.76 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: November 1, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, November 1, 2016.

City Clerk

Finance and Personnel Committee
CA - Finance/Personnel

www.cityofsummit.org

Meeting: 11/01/16 07:30 PM

RESOLUTION (ID # 4537)

DOC ID: 4537

TO: Mayor and Common Council

FROM: Greg Goode, Account Clerk

DATE:

Authorize Payment of Bills - $814,960.76

Bill List

Regular Meeting

November 1st 2016

Attachment: Bill List 11-1-16 (4537 : Authorize Payment of Bills - $814,960.76)

Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 10/21/16 Report Format: Condensed

Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/21/16	ANIMAL	16-01784	ANIMAL CONTROL CHARGES	ANIMALCS	ANIMAL CONTROL SOLUTIONS LLC	300.00	
10/21/16	ANIMAL	16-00385	MAINTENANCE CONTRACT	FRASSO50	F R ASSOCIATES	1,500.00	
					Total for Batch: ANIMAL	1,800.00	
10/21/16	CAPITAL	15-03176	DEFOREST SECTION II PROJECT	4CLEAN50	4 CLEAN-UP INC	121,738.72	
10/21/16	CAPITAL	16-01781	ROAD PROJECT PRINTING COSTS	ACEREP50	ACE REPROGRAPHIC SERVICE, INC.	984.69	
10/21/16	CAPITAL	16-03173	change 16 old light fixtures	APOLLOMA	APOLLO MAC LLC	4,800.00	
10/21/16	CAPITAL	16-02420	HVAC REPLACEMENT/UPGRADE DSGN	ASSOCIAT	ASSOCIATED TECHNOLOGY, INC.	4,750.00	
10/21/16	CAPITAL	16-02153	DOWNTOWN CONDUIT INSPECTION	BOSWEL50	BOSWELL ENGINEERING	14,195.00	
10/21/16	CAPITAL	16-02231	CONST INSPECT DOWNTOWN PROJECT	BOSWEL50	BOSWELL ENGINEERING	28,570.00	
10/21/16	CAPITAL	14-00766	GIS CONSULTING	CIVILSOL	CIVIL SOLUTIONS A DIVISION OF	178.75	
10/21/16	CAPITAL	16-03284	DRAINAGE	CRESTVIE	CRESTVIEW TREE & LANDSCAPE	1,425.00	
10/21/16	CAPITAL	14-04662	FIRE HOUSE PERMANENT WELL	H2MASSOC	H2M ASSOCIATES INC	1,800.05	
10/21/16	CAPITAL	13-00727	DEFOREST TRAF SIGNAL UPGRD INS	HAROLDEP	HAROLD E PELLOW & ASSOCIATES	6,996.00	
10/21/16	CAPITAL	15-00936	TRANSFER STATION UST REMOVALS	HATCHMOT	MOTT MACDONALD	12,652.50	
10/21/16	CAPITAL	16-02811	WKND OVERSIGHT ON TS SLAB SEAL	HATCHMOT	MOTT MACDONALD	1,952.30	
10/21/16	CAPITAL	16-03327	3020532 Grout/Adhesive/Wall	HOMEDE33	HOME DEPOT CREDIT SERVICES	880.19	
10/21/16	CAPITAL	16-03226	IN018-016 ADA Restroom Conver.	JMJCONST	JMJ CONSTRUCTION GROUP LLC	15,062.00	
10/21/16	CAPITAL	15-03175	DRAINAGE IMPROVEMENT PROJECT	JOMEDCON	JO-MED CONTRACTING CORPORATION	8,096.78	
10/21/16	CAPITAL	16-03377	Etched glass vinyl children's	KNAGRAPH	KNA GRAPHICS	231.59	
10/21/16	CAPITAL	16-02750	DRAINAGE IMPROVEMENTS	MSKYCONS	M SKY CONSTRUCTION CORP.	15,690.00	
10/21/16	CAPITAL	16-03277	DCP PLAYGROUND FENCE	NATFENCE	NATIONAL FENCE SYSTEMS	8,605.00	
10/21/16	CAPITAL	16-01750	COMMUNITY CNTR PHASE I REVIEW	POTTERAR	POTTER ARCHITECTS LLC	15,000.00	
10/21/16	CAPITAL	16-02335	CORNOG FIELD HOUSE ROOF	POTTERAR	POTTER ARCHITECTS LLC	4,780.00	
10/21/16	CAPITAL	16-03294	#264 Addional Work Tatlock	PREMIERP	PREMIER PRODUCT DEVELOPMENT	5,677.04	
10/21/16	CAPITAL	16-03227	6976 Paint for Cornog ADA	RICCIA	RICCIARDI BROTHERS, INC.	48.03	
10/21/16	CAPITAL	15-03172	SITE DESIGN DCP BUILDING	STONEFLD	STONEFIELD ENGINEERING & DESGN	6,000.00	
10/21/16	CAPITAL	16-00515	FD QUOTE SUMIPO1511021350V2	STRATPRD	STRATEGIC PRODUCTS & SERVICES	20,636.27	
10/21/16	CAPITAL	16-02285	FD # 80802 PHONE PANEL INSTALL	STRATPRD	STRATEGIC PRODUCTS & SERVICES	924.86	
10/21/16	CAPITAL	16-03341	accessory shelf DS-600sc-al	TELEMEAS	TELE-MEASUREMENTS, INC	70.00	
10/21/16	CAPITAL	16-02635	Elm Street Capital Project	WELDON25	WELDON ASPHALT CO	7,648.06	
					Total for Batch: CAPITAL	309,392.83	
10/21/16	DCP	16-02277	Qte. City_6337-01 - iMac 21.5	APPLEINC	APPLE INC.	1,788.00	
10/21/16	DCP	16-01605	Water Cooler Rental BPO	AQUAFR	AQUA FRESCA AND JAVA	75.00	
10/21/16	DCP	16-01867	Pool Startup/Winterization BPO	CFMCON50	CFM CONSTRUCTION	7,800.00	
10/21/16	DCP	16-01729	Equipment Maint. BPO	CHATHA40	CHATHAM LAWNMOWER SERVICE, INC	142.50	
10/21/16	DCP	16-03305	Washing of DCP Van	COLUCCIJ	COLUCCI, JAMES	40.00	
10/21/16	DCP	16-03261	243638 Service Cont. Okidata	DOCUMNTS	DOCUMENT SOLUTIONS LLC	249.00	
10/21/16	DCP	16-03407	245203 Replaced Transfer Belt	DOCUMNTS	DOCUMENT SOLUTIONS LLC	170.78	
10/21/16	DCP	16-03223	192648 A-Fram Jack Top Wind	FDRHIT	FDR HITCHES LLC	28.40	
10/21/16	DCP	16-02595	Field Maintenance BPO	GRASSR50	GRASS ROOTS, TURF PRODUCTS INC	208.67	
10/21/16	DCP	16-01627	Geese Control	HUDSONVW	HUDSON VALLEY WILD GOOSE	1,250.00	
10/21/16	DCP	16-03322	2016-2017 AOAP Membership	JOSEPHSJ	JOSEPHS, JUDITH L	40.00	
10/21/16	DCP	16-02879	SI298069 Splash Actuator	LINCOLN	LINCOLN EQUIPMENT INC.	868.02	
10/21/16	DCP	16-03228	SI300390 Competitor Reel Disc	LINCOLN	LINCOLN EQUIPMENT INC.	357.40	
10/21/16	DCP	16-03360	28760 Dry Sand Topdress	MITCHE56	MITCHELL PRODUCTS	1,690.43	
10/21/16	DCP	16-01730	Water for Golf Course BPO	NESTLERR	READYREFRESH BY NESTLE	37.80	
10/21/16	DCP	16-03356	NJRPA Fall Workshop - Josephs	NJRPA066	NJRPA	50.00	
10/21/16	DCP	16-03313	679653982-01 Bandannas for	ORIENT50	ORIENTAL TRADING COMPANY, INC.	41.95	
10/21/16	DCP	16-02021	2016 SOCIAL SERVICES CONTRACT	SAGEEL50	SAGE ELDERCARE, INC	2,882.33	
10/21/16	DCP	16-03498	Flexclock for time and	SMALLWOO	SMALLWOOD FINANCIAL GROUP LLC	250.00	

Attachment: Bill List 11-1-16 (4537 : Authorize Payment of Bills - $814,960.76)

Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/21/16	DCP	16-00369	Office Supplies BPO	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	128.07	
10/21/16	DCP	16-03427	3316963158 Soap Lotion	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	50.88	
10/21/16	DCP	16-03448	3316963154 Okidata Printer	STAPLESR	STAPLES ADVANTAGE CREDIT SRVCS	310.39	
10/21/16	DCP	16-01193	Building Maintenance Supplies	SUMMIT40	SUMMIT IND. HARDWARE #365	73.43	
10/21/16	DCP	16-01603	Grounds Maintenance	SUMMIT40	SUMMIT IND. HARDWARE #365	13.20	
10/21/16	DCP	16-01604	Equipment Maintenance BPO	SUMMIT40	SUMMIT IND. HARDWARE #365	88.81	
10/21/16	DCP	16-03265	Supplies for DCP Van	SUMMIT40	SUMMIT IND. HARDWARE #365	67.99	
10/21/16	DCP	16-03478	562847 Single/Double Cut Keys	SUMMIT40	SUMMIT IND. HARDWARE #365	4.24	
10/21/16	DCP	16-03480	006147 Shrink Wrap Pool Furn.	THEBOATD	THE BOAT DOCKTOR	885.00	
10/21/16	DCP	16-00253	Meeting Supplies Blanket PO	VILLAG50	VILLAGE SUPERMARKETS	8.77	
10/21/16	DCP	16-03318	02940333839 Supplies for	VILLAG50	VILLAGE SUPERMARKETS	39.59	
10/21/16	DCP	16-02937	S173879 Plumbing Supplies	WABIRD50	W A BIRDSALL & CO	59.16	
					Total for Batch: DCP	19,699.81	
10/21/16	FINANCE	16-03225	NJSLOM Room Reservation	CAESAR50	CAESARS ATLANTIC CITY	314.00	
10/21/16	FINANCE	16-03394	Managing Records Seminar 10/14	CEUNION	CEUNION	89.00	
10/21/16	FINANCE	16-02913	Inv.6593 DCS Fax Line Repair	COLLECT	COLLECTIVE INFRASTRUCTURE	165.00	
10/21/16	FINANCE	16-03457	1/16-9/16 Mileage Reimbursemen	FLYNNBRY	FLYNN, BRYAN	479.28	
10/21/16	FINANCE	16-03309	IPMA-HR Agency Membership	IPMAHR	IPMA-HR	393.00	
10/21/16	FINANCE	16-00152	CURR MASTER 200000000808 BLNKT	JCPL0050	JCP&L	3,521.35	
10/21/16	FINANCE	16-03438	10/21/16 Fall conference	METRONJA	METRO NJ CHAPTER APPRAISAL INS	190.00	
10/21/16	FINANCE	16-03216	professional interprer service	PINTOR50	PINTO, RAUL M.	337.50	
10/21/16	FINANCE	16-03383	MNTN GL FM02120-FA16-3 GERBA	RUTGER30	RUTGERS, THE STATE UNIVERSITY	290.00	
10/21/16	FINANCE	16-02960	Inv.4970 Bus. Cards - Trindell	STHPRIN	STH PRINTING, LLC	34.00	
10/21/16	FINANCE	16-00344	OFFDUTY SHS TRAFFIC	UNIONC43	UNION COUNTY POLICE	80.00	
10/21/16	FINANCE	16-03429	printer supplies	UNIVER16	UNIVERSAL COMPUTING SERVICES I	223.00	
10/21/16	FINANCE	16-03135	hanging folders	VILLAG25	VILLAGE OFFICE SUPPLY	31.00	
10/21/16	FINANCE	16-00003	BLANKET SUPPLY ORDERS (CLERK)	WBMASON	W.B. MASON CO, INC	625.32	
10/21/16	FINANCE	16-03290	DESK PAD ORGAMZR CLERKS	WBMASON	W.B. MASON CO, INC	28.99	
10/21/16	FINANCE	16-03136	nj crim just & motor vehicle	WEST0050	WEST PUBLISHING CORPORATION	173.50	
					Total for Batch: FINANCE	6,974.94	
10/21/16	HEALTH	16-03415	R.DeMayo Pesticide Lic.Renewal	TREASU45	TREASURER, STATE OF NEW JERSEY	80.00	
10/21/16	HEALTH	16-03431	3rd Qtr. Burial Permit Fees	TREASU80	TREASURER, STATE OF NEW JERSEY	5.00	
10/21/16	HEALTH	16-03420	3rd Qtr. ML/CU Fees	TREASU90	TREASURER, STATE OF NJ	1,325.00	
10/21/16	HEALTH	16-00377	HEALTH DEPARTMENT COPIER 2016	XEROXC33	XEROX CORPORATION	218.20	
					Total for Batch: HEALTH	1,628.20	
10/21/16	LIBRARY	16-03352	Purchase DVDs, Blurays	ALLIAN33	ALLIANCE ENTERTAINMENT LLC	316.67	
10/21/16	LIBRARY	16-03328	draft contract with CWA	APRUZZ50	APRUZZESE MCDERMOTT MASTRO ETC	222.00	
10/21/16	LIBRARY	16-03353	purchase books, processing	BAKERT50	BAKER & TAYLOR, INC	8,985.58	
10/21/16	LIBRARY	16-00006	Floor Mat Services	CLEANM	CLEAN MAT SERVICES LLC	44.00	
10/21/16	LIBRARY	16-03332	Basement floor repair work	COMMERCI	COMMERCIAL INTERIORS DIRECT	480.98	
10/21/16	LIBRARY	16-03333	copier toner Samsung SCX-6545N	DOCUMNTS	DOCUMENT SOLUTIONS LLC	98.47	
10/21/16	LIBRARY	16-03354	purchase playaways, locks	FINDAW50	FINDAWAY WORLD LLC	1,146.16	
10/21/16	LIBRARY	16-03334	Sweet Adeline concert 11/6	HEARTOFN	HEART OF NEW JERSEY CHAPTER OF	150.00	
10/21/16	LIBRARY	16-03337	Maintenance purchases	KRYSTO33	KRYSTON'S HARWARE	118.34	
10/21/16	LIBRARY	16-03171	sprinkler inspection 8/26/16	MALONE50	MALONE SPRINKLER CORPORATION	250.00	
10/21/16	LIBRARY	16-03355	purchase DVDs, Blurays	MIDWES50	MIDWEST TAPE EXCHANGE	660.71	
10/21/16	LIBRARY	16-03357	purchase music CDs	MIDWES50	MIDWEST TAPE EXCHANGE	359.89	
10/21/16	LIBRARY	16-03338	replenish deposit account	OVERDR	OVERDRIVE INC	5,000.00	
10/21/16	LIBRARY	16-03358	reimburse expenses	PERMAHOS	PERMAHOS, SUSAN	39.55	
10/21/16	LIBRARY	16-03339	print 2000 library letterheads	PRINTME	PRINT MEDIA	325.00	
10/21/16	LIBRARY	16-03340	purchase Xenon lamps	SUMMIT25	SUMMIT ELECTRICAL SUPPLY CO	125.00	

Attachment: Bill List 11-1-16 (4537 : Authorize Payment of Bills - $814,960.76)

Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/21/16	LIBRARY	16-03350	Petty cash reimbursement	SUMMIT65	LIBRARY PETTY CASH ACCOUNT	100.00	
10/21/16	LIBRARY	16-03351	petty cash reimbursement	SUMMIT65	LIBRARY PETTY CASH ACCOUNT	504.15	
10/21/16	LIBRARY	16-03343	Quarterly Avaya IP office supp	TRUSTORL	TRU STOR, LLC	437.40	
					Total for Batch: LIBRARY	19,363.90	
10/21/16	PARKCAP	16-02094	Image Runner Advance C5240A	CANONB66	CANON BUSINESS SOLUTIONS-EAST	10,433.68	
10/21/16	PARKCAP	16-01871	TIER GARAGE & ELEVATOR REHAB	SOUTHSHR	SOUTH SHORE CONSTRUCTION, LLC	204,250.76	
					Total for Batch: PARKCAP	214,684.44	
10/21/16	PARKING	16-02889	Quote#0000235113 Panel Glass	BFI00050	BFI	2,174.76	
10/21/16	PARKING	16-03521	CHESTNUT LOT DAILY REFUND	BONHEURY	BONHEUR, YVENISE	16.00	
10/21/16	PARKING	16-03499	#4019962216 Canon Copier Feeas	CANONB66	CANON BUSINESS SOLUTIONS-EAST	20.77	
10/21/16	PARKING	16-03267	Petty Cash Reimbursement	CITYOF55	CITY OF SUMMIT PARK PETTY CASH	180.00	
10/21/16	PARKING	16-02582	#6592 Install wall mount phone	COLLECT	COLLECTIVE INFRASTRUCTURE	443.08	
10/21/16	PARKING	16-03522	PAID LOST TICKET FEE OF $30	FISHERDE	FISHER, DEREK	30.00	
10/21/16	PARKING	16-03523	PAID LOST TICKET FEE OF $30	GLASSMAN	GLASSMAN, MERYL	5.00	
10/21/16	PARKING	16-03259	Protective Screen for Tablet	HORNKA50	HORN, KATHLEEN	28.08	
10/21/16	PARKING	16-03524	VEHICLE TOWED FROM TIER	JACOBSON	JACOBSON, SAMUEL	346.80	
10/21/16	PARKING	16-00154	PARK MASTER 200000000808 BLNKT	JCPL0050	JCP&L	2,127.91	
10/21/16	PARKING	16-01864	PARKING SRV UTILITY ASSESSMENT	LEVELGAS	LEVEL G ASSOCIATES, LLC	4,500.00	
10/21/16	PARKING	16-03497	3rd Qtr Pk&Rail Lot	NJTRAN50	NJ TRANSIT	12,051.41	
10/21/16	PARKING	16-03187	IN#5176490 ROBINSON W/E 8/19	SNELLING	SNELLING 10139	831.25	
10/21/16	PARKING	16-03184	IN#27714 CONDUIT/PVC COUPLING	SUMMIT25	SUMMIT ELECTRICAL SUPPLY CO	299.84	
10/21/16	PARKING	16-03185	INV#27737/27147/27325/27280	SUMMIT25	SUMMIT ELECTRICAL SUPPLY CO	2,045.90	
10/21/16	PARKING	16-03520	CORPORATE CODE REFUND	SUMMITPT	SUMMIT PHYSICAL THERAPY	140.00	
10/21/16	PARKING	16-03186	INV#289238 WANDA BOOTS	UNIUNI	UNIVERSAL UNIFORM SALES CO INC	109.99	
10/21/16	PARKING	16-00332	V-WIRELESS PARKING CELLS/TBLTS	VERIZ408	VERIZON WIRELESS	978.05	
10/21/16	PARKING	16-00333	V-WIRELESS PARKING MODEM	VERIZ408	VERIZON WIRELESS	455.64	
10/21/16	PARKING	16-03189	IN#4118824 DATE STAMPER	VILLAG25	VILLAGE OFFICE SUPPLY	87.45	
10/21/16	PARKING	16-02986	INV#I36738735/#I36703632	WBMASON	W.B. MASON CO, INC	35.03	
					Total for Batch: PARKING	26,906.96	
10/21/16	SAFETY	16-00081	FD # E4102331PA PGR SERV	AMERICMS	AMERICAN MESSAGING SRVCS LLC	10.69	
10/21/16	SAFETY	16-03115	PD- Vehicle Maintenance	BUY-WI50	BUY-WISE	169.09	
10/21/16	SAFETY	16-03249	PD- Canon Copiers Contract	CANONFIN	CANON FINANCIAL SERVICES INC	1,744.20	
10/21/16	SAFETY	16-03270	PD- Vehicle Calibration	CERTIF75	CERTIFIED SPEEDOMETER SERVICE	333.00	
10/21/16	SAFETY	16-03391	FD 3RD QTR CO ALLOW	CHEMIC50	CHEMICAL ENGINE COMPANY	125.00	
10/21/16	SAFETY	16-03370	FD REIMB FOR OVERNIGHT POSTAGE	FABRIZ50	FABRIZIO, NANCY	22.95	
10/21/16	SAFETY	16-03252	PD- Honor Guard Uniform	FITRITE	FIT-RITE UNIFORM COMPANY INC	27.00	
10/21/16	SAFETY	16-03392	FD 3RD QTR CO ALLOW	HOOKLA50	HOOK & LADDER COMPANY	125.00	
10/21/16	SAFETY	16-03390	FD 3RD QTR CO ALLOW	HOSECO50	HOSE COMPANY 2	125.00	
10/21/16	SAFETY	16-03371	REIMB CORRECTION MIDDLESEX CC	KIRK	KIRKLAND, THOMAS	220.00	
10/21/16	SAFETY	16-03372	FD REIMB FOR LOW VOLT BULBS	MALLONSC	MALLON, SCOTT	128.40	
10/21/16	SAFETY	16-03071	FD CARRYING CASE RAD-57, RED	MASIMOCO	MASIMO CORPORATION	79.95	
10/21/16	SAFETY	16-03271	PD- Vehicle Maintenance	NIELSEN	NIELSEN CHRYSER DODGE JEEP RAM	613.72	
10/21/16	SAFETY	16-00224	FD GASOLINE 2016 #74869570	RIGGINS	RIGGINS, INC.	3,572.43	
10/21/16	SAFETY	16-03272	PD- Vehicle Maintenance	SALERN66	SALERNO DUANE INC	1,588.71	
10/21/16	SAFETY	16-03344	PD- Vehicle Maintenance	SALERN66	SALERNO DUANE INC	116.55	
10/21/16	SAFETY	16-03325	FD INV 106223 - HURST TOOL REP	STATEL50	STATE LINE FIRE & SAFETY INC.	297.50	
10/21/16	SAFETY	16-03268	PD- Vehicle Washes	SUMMIT16	SUMMIT CAR WASH	650.00	
10/21/16	SAFETY	16-02447	FIRE DEPT SUPPLIES BLANKET	SUMMIT40	SUMMIT IND. HARDWARE #365	90.09	
10/21/16	SAFETY	16-03345	PD- Radar Trailer Parts	SUMMIT40	SUMMIT IND. HARDWARE #365	28.99	
10/21/16	SAFETY	16-03388	3FD RD QTR CO ALLOW	UNIONH50	UNION HOSE COMPANY 1	125.00	
10/21/16	SAFETY	16-03385	FD INV 37800090 - OFFICE SUPP	W B MASO	W.B. MASON CO., INC.	100.86	

Attachment: Bill List 11-1-16 (4537 : Authorize Payment of Bills - $814,960.76)

Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/21/16	SAFETY	16-03387	FD INV 38039361 OFFICE SUPPLIE	W B MASO	W.B. MASON CO., INC.	91.86	
					Total for Batch: SAFETY	10,385.99	
10/21/16	SELFINS	16-03436	DENTAL INSURANCE NOVEMBER 2016	DELTAD50	DELTA DENTAL	16,866.10	
10/21/16	SELFINS	16-03308	Inv.18340 Strip Wrecked PD Car	TRIANG50	TRIANGLE COMMUNICATIONS, LLC	380.00	
10/21/16	SELFINS	16-03288	INV i37799501	WBMASON	W.B. MASON CO, INC	44.23	
					Total for Batch: SELFINS	17,290.33	
10/21/16	SEWCAP	16-02751	CLEAN AND TV SEWER	OSWALD50	OSWALD ENTERPRISES, INC.	6,600.00	
					Total for Batch: SEWCAP	6,600.00	
10/21/16	SEWER	16-01741	VEHICLE MAINTENANCE	BINDER50	BINDER MACHINERY COMPANY	2,798.24	
10/21/16	SEWER	16-01853	WASTEWATER OPS & MNTN CONTRACT	BOROUG66	BOROUGH OF NEW PROVIDENCE	34,609.40	
10/21/16	SEWER	16-01854	WASTEWATER ADDITIONAL SVCS	BOROUG66	BOROUGH OF NEW PROVIDENCE	1,940.00	
10/21/16	SEWER	16-03311	SEWER VEHICLE MAINTENANCE	CUSTOM25	CUSTOM BANDAG INC	587.97	
10/21/16	SEWER	16-03279	REF OVER PYMT 2016 SEWER	DILON005	DILONE, SARIE & ERIC	230.07	
10/21/16	SEWER	16-00153	SEWR MASTER 200000000808 BLNKT	JCPL0050	JCP&L	219.31	
10/21/16	SEWER	16-03244	VEHICLE MAINTENANCE	MJMAUTO	BJ&M AUTO INC	66.50	
10/21/16	SEWER	16-01305	SANITARY SEWER ENGINEER 2016	NEGLIA50	NEGLIA ENGINEERING ASSOCIATES	1,147.50	
10/21/16	SEWER	16-00403	Vehicle/Equipment Maintenance	QUALIT25	QUALITY AUTOMOTIVE CO.	25.90	
10/21/16	SEWER	16-02018	PUMP STATION ODOR CONTROL CHEM	USABLUEB	USA BLUE BOOK	1,494.81	
					Total for Batch: SEWER	43,119.70	
10/21/16	TRUST	16-03329	2016 Soccer Referee Fees	AKIANKRI	AKIAN, KRISTEN	150.00	
10/21/16	TRUST	16-03302	2016 Soccer Referee Fees	BEARDCAR	BEARD, CARTER	250.00	
10/21/16	TRUST	16-03364	2016 Soccer Referee Fees	BEAUCHAM	BEAUCHAMP, JOSEPH	250.00	
10/21/16	TRUST	16-03303	2016 Soccer Referee Fees	BRADYKIE	BRADY, KIERAN	200.00	
10/21/16	TRUST	16-00257	Copier Maintenance BPO	CANONB66	CANON BUSINESS SOLUTIONS-EAST	388.54	
10/21/16	TRUST	16-03454	Inst. TryCan Basketball	DABROWSK	DABROWSKI, ANTONI	100.00	
10/21/16	TRUST	16-00258	Inst. Fee TryCAN Dance BPO	DANCEMOV	DANCE MOVE PLAY LLC	600.00	
10/21/16	TRUST	16-03297	2016 Soccer Referee Fees	DARCYPAT	DARCY, PATRICK J.	250.00	
10/21/16	TRUST	16-03300	2016 Soccer Referee Fees	FRANCO	FRANCO, BRADLEY	200.00	
10/21/16	TRUST	16-03163	4020759 Engraved Bricks	GLEN-G	GLEN-GERY CORPORATION	53.00	
10/21/16	TRUST	16-03296	2016 Soccer Referee Fees	GOHRINGO	GOHRING, OLIVER	250.00	
10/21/16	TRUST	16-03236	92238481806 Parts to tie down	GRAING60	GRAINGER INDUSTRIAL SUPPLY	218.57	
10/21/16	TRUST	16-03319	Reimb. T-Shirts for Share the	GUIDADAV	GUIDA, DAVID	123.68	
10/21/16	TRUST	16-03484	2016 Soccer Referee Fee	HAGANROB	HAGAN, ROBERT	150.00	
10/21/16	TRUST	16-00260	Enrichment Programs BPO	HARDIN66	THE HARDING KIDS CLUB, LLC	820.00	
10/21/16	TRUST	16-03298	2016 Soccer Referee Fees	HAYFORDM	HAYFORD, MATTHEW	250.00	
10/21/16	TRUST	16-00263	Summer Science Camps BPO	HILLSIDE	HILLSIDE VENTURES LLC	736.00	
10/21/16	TRUST	16-03304	2016 Soccer Referee Fees	HOCOLLEE	HO, COLLEEN	150.00	
10/21/16	TRUST	16-03299	2016 Soccer Referee Fees	HUFFMAN	HUFFMAN III, MINOR	200.00	
10/21/16	TRUST	16-03473	17849 Trophies Youth Golf Tour	INKWELLG	INKWELL GLOBAL MARKETING	23.00	
10/21/16	TRUST	16-03321	2016 USTA Membership	JOSEPHSJ	JOSEPHS, JUDITH L	65.00	
10/21/16	TRUST	16-00262	Inst. Fee Senior Yoga BPO	KARENAVW	KARENA V WALKER LLC	385.00	
10/21/16	TRUST	16-03326	8574 Additional Soccer Uniform	KICKSN50	KICKS 'N' STICKS	1,635.00	
10/21/16	TRUST	16-03301	2016 Soccer Referee Fees	MALLGRAV	MALLGRAVE, GENEVIEVE	150.00	
10/21/16	TRUST	16-03406	2016 Soccer Referee Fees	MARCHSCO	MARCH, SCOTT V.	150.00	
10/21/16	TRUST	16-02007	ZONING ESCROW BLANKET	MASERC50	MASER CONSULTING PA	5,508.75	
10/21/16	TRUST	16-02008	PLANNING ESCROW BLANKET	MASERC50	MASER CONSULTING PA	3,752.50	
10/21/16	TRUST	16-03295	2016 Soccer Referee	MINERORO	MINERO, ROB	250.00	
10/21/16	TRUST	16-03230	0005099208 Port-A-John Rentals	MRJOHN33	MR. JOHN	272.00	
10/21/16	TRUST	16-03320	2159 Pre-Employemt Screening	NATSEC50	NATIONAL SECURITY ASSURANCE CO	38.00	
10/21/16	TRUST	16-03155	159331 Tower Light for NNO	NOBELEQU	NOBEL EQUIPMENT & SUPPLY INC	442.00	

Attachment: Bill List 11-1-16 (4537 : Authorize Payment of Bills - $814,960.76)

Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/21/16	TRUST	16-03404	2016 Soccer Referee Fees	PIEROTTI	PIEROTTI, TIM	250.00	
10/21/16	TRUST	16-02013	ZONING ESCROW FEE BLANKET	ROSENB55	ROSENBERG & ASSOCIATES	559.50	
10/21/16	TRUST	16-03424	Time & Attendance User/Rental	SMALLWOO	SMALLWOOD FINANCIAL GROUP LLC	734.25	
10/21/16	TRUST	16-03469	2016 Soccer Referee Fees	STAUBDAV	STAUB, ROBERT D JR.	200.00	
10/21/16	TRUST	16-03411	2683 Professional Service	SUMMITSO	SUMMIT SOUNDZ ENTERTAINMENT	1,250.00	
10/21/16	TRUST	16-02004	ZONING ESCROW BLANKET	THEGAL50	THE GALVIN LAW FIRM	750.00	
10/21/16	TRUST	16-02014	ZONING/PLANNING ESCROW BLANKET	THESHA50	THE SHADE TREE DEPARTMENT LLC	212.50	
10/21/16	TRUST	16-03330	Q121665 T-Shirts TryCan BB	TRIPLE	TRIPLE CROWN SPORTS, INC.	125.00	
10/21/16	TRUST	16-03410	Tee Shirts	TRIPLE	TRIPLE CROWN SPORTS, INC.	652.50	
10/21/16	TRUST	16-00014	Supplies for Share the Fun	VILLAG50	VILLAGE SUPERMARKETS	184.99	
10/21/16	TRUST	16-00276	Supplies BPO	VILLAG50	VILLAGE SUPERMARKETS	20.75	
10/21/16	TRUST	16-01629	Mentor Training Supplies	VILLAG50	VILLAGE SUPERMARKETS	23.46	
10/21/16	TRUST	16-03167	02940361581 Supplies for	VILLAG50	VILLAGE SUPERMARKETS	105.48	
10/21/16	TRUST	16-03222	02940458827 Supplies for	VILLAG50	VILLAGE SUPERMARKETS	28.98	
10/21/16	TRUST	16-03408	Duelin Pianos Performance for	WEISERMA	WEISER, MARK	2,000.00	
10/21/16	TRUST	16-02015	ZONING/PLANNING ESCROW BLANKET	WORRAL33	WORRALL COMMUNITY NEWSPAPERS	32.64	
10/21/16	TRUST	16-03154	341067-1 Large Pizzas -Concert	ZAPPIASB	ZAPPIA'S BRICK OVEN LLC	35.97	
					Total for Batch: TRUST	25,177.06	
10/21/16	UCC	16-03395	UCC Vehicle Maintenance #201	BEYERFRD	BEYER FORD	1,545.61	
10/21/16	UCC	16-03152	Salary & Wages	BRADENTI	BRADEN, TIM	600.00	
10/21/16	UCC	16-03472	UCC Office Suplies	LEWISG50	LEWIS, GARY	40.05	
10/21/16	UCC	16-00494	UCC - Monthly UCC Charge	NEXTEL50	Nextel Communications	246.59	
10/21/16	UCC	16-02434	UCC VEHICLE MAINTENANCE BLANKT	QUALIT25	QUALITY AUTOMOTIVE CO.	28.97	
10/21/16	UCC	16-03409	SALARIES & WAGES	SCOTTIBE	SCOTTI, BEN. B	175.00	
10/21/16	UCC	16-03237	NJSLOM 2016 G LEWIS	SHERAT16	SHERATON ATLANTIC CITY	321.20	
10/21/16	UCC	16-03398	Vehicle Maintence	WIGDER	WIGDER CHEVROLET, INC.	393.75	
					Total for Batch: UCC	3,351.17	
10/21/16	WORKS	16-02135	DPW DOOR MAINTENANCE	ALLMAR50	ALLMARK DOOR COMPANY LLC	654.00	
10/21/16	WORKS	16-02134	VEHICLE MAINTENANCE	APOLLO50	APOLLO BATTERY & TIRE	3,383.72	
10/21/16	WORKS	16-03397	Vehicle Maintance	APOLLO50	APOLLO BATTERY & TIRE	505.60	
10/21/16	WORKS	16-03250	Conference & Meetings	ASCE0050	ASCE	265.00	
10/21/16	WORKS	16-00881	DISPOSAL OF WOOD	AWFLEA50	A.W.F. LEASING CORP.	15,563.32	
10/21/16	WORKS	16-02102	DPW - EQUIPMENT MAINTENANCE	CHATHA40	CHATHAM LAWNMOWER SERVICE, INC	37.50	
10/21/16	WORKS	16-02003	ZONING AFFORDABLE HOUSING BLNK	CLARKE33	CLARKE CATON HINTZ PC	2,785.00	
10/21/16	WORKS	16-01856	VEHICLE MAINTENANCE	CUSTOM25	CUSTOM BANDAG INC	3,463.41	
10/21/16	WORKS	16-01312	2015-2016 PROF'L LANDSCAPING	DONOF	D'ONOFRIO & SON INC	6,150.00	
10/21/16	WORKS	16-03165	GENERAL DCS	DREWROGE	DREW & ROGERS, INC	475.00	
10/21/16	WORKS	16-01582	PW BLDGS & GRNDS MAINTENANCE	DREYER50	DREYER'S LUMBER & HARDWARE CO.	185.31	
10/21/16	WORKS	16-00695	DISPOSAL OF PALLETS/LUMBER	ENVIRO44	ENVIRONMENTAL RENEWAL, L.L.C.	337.50	
10/21/16	WORKS	16-00922	ROAD REPAIR AND MAINTENANCE	FANWOO50	FANWOOD CRUSHED STONE	226.00	
10/21/16	WORKS	16-00011	DCS Diesel Fuel	FINCHFUE	FINCH FUEL OIL CO INC	1,906.51	
10/21/16	WORKS	16-01944	DPW - TOOLS/SUPPLIES	GRAING60	GRAINGER INDUSTRIAL SUPPLY	94.40	
10/21/16	WORKS	16-02300	P&ST GROUNDS MAINTENANCE	GRASSR50	GRASS ROOTS, TURF PRODUCTS INC	197.50	
10/21/16	WORKS	16-03317	REIMBURSE PESTICIDE LICENSE	GUANILLJ	GUANILL, JOSEPH	80.00	
10/21/16	WORKS	16-01852	BLDGS & GROUNDS MAINT/SUPPLIES	HANOVE66	HANOVER SUPPLY CO.	167.13	
10/21/16	WORKS	16-02024	BLDGS & GROUNDS/DPW SUPPLIES	HOMEDE33	HOME DEPOT CREDIT SERVICES	429.08	
10/21/16	WORKS	16-02748	Vehicle Maintenance	MEADOW66	MEADOWLAND FORD TRUCK SALES	809.39	
10/21/16	WORKS	16-03182	Conferences & Meetings	NJAFM	NJ Assoc. Flood Plain Managers	325.00	
10/21/16	WORKS	16-00501	Vehicle/Equipment Maintenance	POWERC66	POWERCO. INC.	489.58	
10/21/16	WORKS	16-01942	Office Supplies	PRINTME	PRINT MEDIA	1,497.00	
10/21/16	WORKS	16-00389	Vehicle Maintenance	QUALIT25	QUALITY AUTOMOTIVE CO.	2,111.63	
10/21/16	WORKS	16-02236	Building Maintenance	RICCIA	RICCIARDI BROTHERS, INC.	276.84	

Attachment: Bill List 11-1-16 (4537 : Authorize Payment of Bills - $814,960.76)

Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/21/16	WORKS	16-02013	ZONING ESCROW FEE BLANKET	ROSENB55	ROSENBERG & ASSOCIATES	82.50	
10/21/16	WORKS	16-03331	Balance - Course Attended	RUTGER70	RUTGERS, THE STATE UNIVERSITY	55.00	
10/21/16	WORKS	16-02343	Building/Grounds Maintenance	SHERWI50	SHERWIN WILLIAMS	1,613.00	
10/21/16	WORKS	16-02964	DCS BUSINESS CARDS	STHPRIN	STH PRINTING, LLC	374.00	
10/21/16	WORKS	16-03007	Master Plan Expenses	STHPRIN	STH PRINTING, LLC	75.00	
10/21/16	WORKS	16-00397	Building/Grounds Maintenance	SUMMIT40	SUMMIT IND. HARDWARE #365	1,055.25	
10/21/16	WORKS	16-00861	Zoning Board Monthly Meetings	THEGAL50	THE GALVIN LAW FIRM	1,850.00	
10/21/16	WORKS	16-00005	2016 Elevator Maintenance	THYSSE50	THYSSENKRUPP ELEVATOR CORP.	2,082.58	
10/21/16	WORKS	16-02609	2016 REDEVELOPEMENT PLANNING	TOPOLOGY	TOPOLOGY NJ LLC	10,000.00	
10/21/16	WORKS	16-00627	DEP Licensing 2016 blanket	TREASU25	TREASURER, STATE OF NEW JERSEY	2,473.75	
10/21/16	WORKS	16-03396	STATE TRAINING FEES 3RD&4TH	TREASU30	TREASURER, STATE OF NEW JERSEY	42,841.00	
10/21/16	WORKS	16-03213	Hotel Accom- NJSLOM 2016	TROPIC50	TROPICANA CASINO AND RESORT	194.00	
10/21/16	WORKS	16-02136		VEOLIA50	VEOLIA ES TECHNICAL SOLUTIONS	505.45	
10/21/16	WORKS	16-03323	DPW VEHICLE MAINTENANCE	WABIRD50	W A BIRDSALL & CO	32.25	
10/21/16	WORKS	16-01152	Vehicle/Equipment Maintenance	WETIMM50	W E TIMMERMAN CO INC	2,736.92	
10/21/16	WORKS	16-03362		WILFRE50	WILFRED MACDONALD, INC.	199.31	
					Total for Batch: WORKS	108,585.43	

Total for Date: 10/21/16 Total for All Batches: 814,960.76

Attachment: Bill List 11-1-16 (4537 : Authorize Payment of Bills - $814,960.76)

C via email
M/C, R, Cascais, Schlager
Craig, Heck, Enerson

RECEIVED
OCT 21 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD T. HAMMER
Commissioner

October 17, 2016

Dear Local Aid Grant Recipient:

Please be advised the suspension of projects pursuant to the Governor's Executive Order No. 210 has been lifted. Projects financed using Transportation Trust Fund Authority funds may proceed at your earliest convenience.

Sincerely,

Michael Russo
Director
Local Aid & Economic Development

Communication: Letter - NJDOT, re Notification of Project Suspensions Lifted. (Correspondence)

NJ TRANSIT
The Way To Go.

Post 67 11/1/16

RECEIVED
OCT 13 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

NJ TRANSIT PUBLIC HEARING NOTICE

The New Jersey Transit Corporation (NJ TRANSIT) is conducting public hearings in order to gather informa and receive comments from interested parties concerning programs developed pursuant to the Senior Citizen Disabled Resident Transportation Assistance Act (SCDRTAP). A hearing will be held in each geographic re in accordance with Section 5 of P.L. 1984 c.578 of SCDRTAP. Each hearing will have an afternoon and eve session. **The locations are Westampton, Freehold, and Newark.**

The Senior Citizens and Disabled Resident Transportation Assistance Program funds capital, operating, an administrative expenses for locally coordinated paratransit services for senior citizens and people with disabili The program also funds accessibility improvements to NJ TRANSIT's fixed route bus and rail system, provision of technical assistance to the counties and the administration of the statewide program. All materia be reviewed at these hearings are available in accessible formats on request. **Individuals requesting s language interpreters should contact the Public Hearing Office, NJ TRANSIT, One Penn Plaza E Newark, NJ 07105-2246, (973) 491-7114 (TT 1-800-955-6765) by October 24, 2016.**

The public is invited to the **November** hearings below at which time they will have a full opportunity to exp their views regarding the Senior Citizen and Disabled Resident Transportation Assistance Program. In orde assure that all members of the public are given an opportunity to be heard, presentations and comments wil limited to five (5) minutes. **Written comments for the record may be sent to Public Hearing Comments 2 New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey 07105-2246, or via ema** publichearings@njtransit.com by **November 23, 2016**. In accordance with the above statute, public hear will be held at the following accessible locations:

SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM HEARINGS

Southern Region	**PLACE:**	**Burlington County Human Services Facility** Lecture Hall A&B 795 Woodlane Road Westampton, NJ 08060
	DATE:	**Wednesday, November 9, 2016**
	TIME:	2:00 p.m. & 6:00 p.m.
Central Region	**PLACE:**	**Monmouth Agricultural Building** Conference Room, #1 4000 Kozloski Road Freehold, NJ 07728
	DATE:	**Monday, November 14, 2016**
	TIME:	2:00 p.m. & 6:00 p.m.
Northern Region	**PLACE:**	**NJ TRANSIT Headquarters** 9th floor Board Room One Penn Plaza East Newark, NJ 07105-2246
	DATE:	**Thursday, November 17, 2016**
	TIME:	2:00 p.m. & 6:00 p.m.

With this annual notice we also invite the public to review the State Management Plans (SMPs) for the follov Federal grant programs administered by NT TRANSIT. These are available for review on the New Jer Community Transportation Training Program (NJCTTP) website at www.NJCTTP.org (Click on United We F tab). Copies of the state management plans are also available upon request by calling 973-491-7372 or writin NJ TRANSIT, Local Programs & Minibus Support Department, 4th floor, One Penn Plaza East, Newark, 07105-2246.

- FTA Section 5310 The Enhanced Mobility of Seniors and Individuals with Disabilities Program
- FTA Section 5311 Non-urbanized Area Formula Program for Rural Areas

An Access Link paratransit update will NOT be provided at these hearings. Access Link holds sepa Customer Forums. If you have any questions regarding Access Link forums or service, please er adaservices@njtransit.com or call Access Link at 1-800-955-2321, choose option #5 for Customer Serv or call TT 1- 800-955-6765.

NON-DISCRIMINATION POLICY: NJ TRANSIT is committed to ensuring that no person is excluded from, or denied the benefits of, our services o basis of race, color or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended. No person or group of persons sha discriminated against with regard to the routing, scheduling or quality of transportation service on the basis of race, color or national origin. Frequen service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the of race, color or national origin. Any person who believes that they have, individually, or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color or national origin may file a complaint in writing to NJ TRANSIT Customer Service - Title VI Division, One Penn Plaza East, Newark, NJ 07105. A complaint must be filed within 180 days of the alleged discrimination.

Communication: NJ Transit - Senior Citizens and Disabled Residents Transportation Assistance Program Hearings (Notices)

Draft report on file and available for review in City Clerk's Office and on the City's Website.

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RECEIVE
OCT 25 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

NOTICE OF PUBLIC HEARING

CITY OF SUMMIT PLANNING BOARD

SPECIAL MEETING FOR DISCUSSION AND POTENTIAL ADOPTION

OF THE 2016 MASTER PLAN REEXAMIMINATION REPORT

PUBLIC NOTICE is hereby given that on Wednesday, November 2, 2016, the City of Summit Planning Board will conduct a Special Meeting at 7:30 PM in the Council Chambers of City Hall, 512 Springfield Avenue, Summit, NJ, for the purpose of discussion and potential adoption of the 2016 Master Plan Reexamination Report.

Copies of the proposed 2016 Master Plan Reexamination Report are available in the City of Summit Clerk's office, 512 Springfield Avenue, Summit, NJ between the hours of 8:30 AM and 4:30 PM, Monday through Friday.

Cyndi Kiefer
Planning Board Secretary

BOROUGH OF GARWOOD

UNION COUNTY, NEW JERSEY

MUNICIPAL BUILDING
403 SOUTH AVENUE
GARWOOD, NJ 07027

RESOLUTION NO. 16-279

WHEREAS, in the General Election held on November 7, 2000, the County of Union put forth the following Public Question:

"**PUBLIC QUESTION NO. 3**

Shall the County of Union create the "Union County Open Space, Recreation, and Historic Preservation Trust Fund" to be funded by establishing a levy of 1 ½ cents per $100 of total County equalized real property valuation for twenty years, to provide monies for (a) acquisition of lands in Union County for recreation and conservation purposes, (b) development of lands acquired for recreation and conservation purposes, (c) maintenance of lands acquired for recreation conservation purposes, (d) historic preservation of historic properties, structures, facilities, sites, areas or objects in Union County and the acquisition of such properties, structures, facilities, sites areas or objects in Union County for historic preservation purposes, and (e) payment of debt service on indebtedness issued or incurred for purposes (a), (b) and (d) above?

INTERPRETIVE STATEMENT

Approval of this referendum will authorize the establishment of a "Union County Open Space, Recreation and Historic Preservation Trust Fund" to be used exclusively for the acquisition and development of lands within the County for recreation and conservation purposes, the maintenance of such lands and the preservation and acquisition of historic properties in the County for historic preservation purposes. The funding will come from an annual levy of 1 ½ cents per $100 of total County equalized real property valuation. For example, the owner of a property assessed at $100,000 would contribute $15 annually to the Fund. This measure also would provide for the County to use the Trust monies to pay off indebtedness issued to fund Trust Fund projects, other than maintenance. Utilization of the Trust Fund's resources shall be in accordance with the open space, recreation and historic preservation plans prepared and adopted by the County. The operation of the Trust Fund will automatically expire after a period of twenty years, subject to a subsequent referendum by the voters of Union County authorizing the imposition of a new tax."

; and

WHEREAS, in the General Election to be held on November 8, 2016, the County of Union is putting forth the following Public Question:

"**PUBLIC QUESTION NO. 3**

Shall the County of Union extend the "Union County Open Space, Recreation, and Historic Preservation Trust Fund" and continue its funding mechanism by a levy of 1 ½ cents per $100 of total County equalized real property valuation, in order to provide monies for the (a) acquisition of lands in Union County for recreation and conservation purposes, (b) development of lands acquired for recreation and conservation purposes, (c) maintenance of lands acquired for recreation conservation purposes, (d) historic preservation of historic properties, structures, facilities, sites, areas, or objects in Union County and the acquisition of such properties, structures, facilities, sites, areas, or objects in Union County for historic preservation purposes, and (e) payment of debt services on indebtedness issued or incurred for purposes (a), (b) and (d) above?

INTERPRETIVE STATEMENT

Approval of this referendum will authorize the extension of the "Union County Open Space Recreation and Historic Preservation Trust Fund". The revenue produced shall be used exclusively for the acquisition, development and maintenance of lands within the County for recreation and conservation purposes, and the preservation and acquisition of historic properties in the County for preservation purposes. The revenue shall come from an annual levy of 1 ½ cents per $100 of total County equalized real property valuation. For example, the owner of a property assessed at $100,000 would contribute $15 annually to the Trust Fund. The amount of the levy will not change; this is the same amount that the voters approved in 2000. This measure also allows the County to use Trust Fund monies to pay debt service on indebtedness incurred for Trust Fund projects, other than maintenance, Utilization of the Trust Fund's resources shall be in accordance with the open space, recreation and historic preservation plans prepared and adopted by the County."

; and

WHEREAS, in 2000 the voters of Union County and Garwood overwhelming approved the Trust Fund tax levy and the citizens of the Borough of Garwood have been taxed $1,383,466.92 as follows:

Tax Year	Open Space Tax Levy	Assessed Valuations	% of AV
2016	95,772.76	186,738,985.00	0.051%
2015	97,171.84	186,730,326.00	0.052%
2014	97,193.12	187,134,985.00	0.052%
2013	98,727.32	187,683,557.00	0.053%

2012	102,368.63	188,208,485.00	0.054%
2011	103,302.94	188,225,057.00	0.055%
2010	106,349.98	187,703,245.00	0.057%
2009	105,888.67	187,716,211.00	0.056%
2008	99,465.17	184,813,503.00	0.054%
2007	90,415.67	181,931,178.00	0.050%
2006	93,367.62	181,847,077.00	0.051%
2005	81,581.20	179,687,144.00	0.045%
2004	71,190.21	179,545,971.00	0.040%
2003	60,821.45	177,438,923.00	0.034%
2002	54,272.41	174,896,452.00	0.031%
2001	25,577.93	174,701,700.00	0.015%

WHEREAS, the referendum passed in 2000 doesn't sunset until 2020, however the question to extend the tax levy is on the ballot for 2016; and

WHEREAS, the County has not put forth any information to the Governing Body on why it is putting this question on the ballot in 2016, nor have they provided information to the public on the tax levy; and

WHEREAS, the method by which municipalities obtain funds from the trust fund is through a grant process which is offered to municipalities annually; and

WHEREAS, the Borough of Garwood has utilized this process and obtained over five-hundred thousand dollars towards the construction of the Garwood Sports and Recreation Complex as well as other uses; and

WHEREAS, the condition of every grant application process is that the municipality when applying for funding must match the grant amount requested dollar for dollar, which restricts the borough and causes the citizens to be taxed again to receive funds they were already taxed for by the Open Space Trust Fund.

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Garwood, County of Union, State of New Jersey, hereby request the Union County Freeholders to 1) consider revising the method utilized by municipalities to obtain funding and 2) inform the citizens and the Governing Bodies of Union County more efficiently from now until election day so they may have the opportunity to truly understand the impact of the tax levy and that passing the referendum in 2016 would make the tax permanent with no sunset.

BE IT FURTHER RESOLVED that this resolution be forwarded to the 21 municipalities in Union County and the Union County Board of Chosen Freeholders.

I, Christina M Ariemma, Municipal Clerk of the Borough of Garwood hereby attest that this Resolution was adopted by the Council of the Borough of Garwood on October 11, 2016.

Christina M. Ariemma

CHRISTINA M. ARIEMMA, Municipal Clerk

THE TOWNSHIP OF MILLBURN

375 MILLBURN AVENUE
MILLBURN, NEW JERSEY 07041

OFFICE OF TOWNSHIP CLERK

(973) 564-7073
FAX (973) 564-7468

October 20, 2016

Township of Union
Township of Springfield
Township of Livingston
Township of West Orange
Morris County Planning Board
Essex County Planning Board
Union County Planning Board
Township of Maplewood
City of Summit
Borough of Chatham
Borough of Florham Park
Millburn Board of Education

Re: Notice of Introduction of Ordinance # 2467-16

Pursuant to the requirements of the Municipal Land Use Law, I transmit herewith, by e-mail with confirmation that e-mail was delivered, a copy of the following ordinance entitled:

ORDINANCE NO. 2467-16

ORDINANCE AMENDING AND SUPPLEMENTING ARTICLE 4 "GENERAL PROVISIONS" OF THE MILLBURN TOWNSHIP DEVELOPMENT REGULATIONS AND ZONING ORDINANCE CONCERNING FEE PAYMENT PROVISIONS APPLICABLE TO THE PLANNING BOARD, BOARD OF ADJUSTMENT AND HISTORIC PRESERVATION COMMISSION, FUNDING OF OFF TRACT IMPROVEMENTS, AUTHORIZATION OF DEVELOPER AGREEMENTS AND ADOPTION OF APPLICATION CHECKLISTS

The ordinance was introduced at a Regular Meeting of the Township Committee of the Township of Millburn held on October 19, 2016, and will be considered for final passage and adoption at a public hearing held on Monday, November 14, 2016 at 7:30 p.m. at the Millburn Township Municipal Building, 375 Millburn Avenue, Millburn, New Jersey.

Sincerely,

Christine A. Gatti, RMC
Township Clerk

Enclosure
Sent via e-mail

TOWNSHIP OF MILLBURN

ORDINANCE NO. 2467-16

ORDINANCE AMENDING AND SUPPLEMENTING ARTICLE 4"GENERAL PROVISIONS" OF THE MILLBURN TOWNSHIP DEVELOPMENT REGULATIONS AND ZONING ORDINANCE CONCERNING FEE PAYMENT PROVISIONS APPLICABLE TO THE PLANNING BOARD, BOARD OF ADJUSTMENT AND HISTORIC PRESERVATION COMMISSION, FUNDING OF OFF TRACT IMPROVEMENTS, AUTHORIZATION OF DEVELOPER AGREEMENTS AND ADOPTION OF APPLICATION CHECKLISTS

WHEREAS, the Municipal Land Use Law of the State of New Jersey (N.J.S.A. 40:55D-1 et seq.), authorizes a municipality's governing body to provide by ordinance for a planning board, board of adjustment, and historic preservation commission; and

WHEREAS, the Municipal Land Use Law, allows the governing body to appropriate funds for the expenses of the planning board, board of adjustment, and historic preservation commission in connection with review of applications and administration of development projects; and

WHEREAS, the Municipal Land Use Law authorizes a municipality to collect escrow fees for professional services employed by the municipality to review applications for development and for municipal inspection fees; and

WHEREAS, it is the intention of the Township of Millburn that professionals involved in the inspection of such development be reimbursed by applicants for their services; and

WHEREAS, it is further the intention of the Township of Millburn that developers contribute a determined share towards off-tract improvements for water, sewer, drainage, street improvements and other improvements as provided by the Municipal Land Use Law; and

WHEREAS, it is further the intention of the Township to require a Developer's Agreement in situations involving the implementation of land development approvals.

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MILLBURN, IN THE COUNTY OF ESSEX AND THE STATE OF NEW JERSEY, as follows:

Section 1. **Article 4 "General Provisions", Section 410 "Fees" is hereby amended and supplemented by the addition of a new Subsection 410.5 entitled "Historic Preservation Applications", as follows:**

a. Concept Review by the Commission
No fee

b. Application for Certificate of Appropriateness
$200.00

c. Minor Application Review
$100.00

Section 2. **Article 4 "General Provisions", Section 410 "Fees" is hereby amended and supplemented by the addition of a new Subsection 410.6 entitled "Street Graphics" as follows:**

a. Single-family dwellings - $5. fee per application

b. Other uses - $10. Plus $1 per square foot of graphic area, up to a maximum of $100.

Section 3. **Article 4 "General Provisions", Section 410 "Fees" is hereby amended and supplemented by the addition of a new Subsection 410.7 entitled "Technical Review Fees", as follows:**

In addition to the filing fees required by Sections 410.1 through 410.6, an applicant shall pay fees equal to the costs incurred for the technical review of the application by the Township Engineer, planning and engineering consultants to the Planning Board, the Board of Adjustment or Historic Preservation Commission; the Attorney for the Planning Board, the Board of Adjustment or Historical Preservation Commission, and any other professional expert or consultant whose review, study, research and reports and/or testimony is deemed necessary by the municipal agency in order to assure compliance with State and Township laws, ordinances, rules and regulations. Technical review fees shall be calculated in accordance with the actual time required for review at rates established by a schedule of professional fees adopted and from time to time amended by resolution of the Township Committee, which schedule shall be maintained in the office of the Township Clerk for public inspection. If the salary and overhead for a professional are provided by the Township, the hourly rate charged to the deposit from said professional shall be 200% of the sum of the product resulting from multiplying the hourly base salary of each of the professionals by the number of hours spent by the respective professional on review of the application for development or inspection of the developer's improvements, as the case may be. Unless such fees are waived or deferred by the applicable agency, at the time of filing an application for development with the Planning Board, Board of Adjustment or the Historic Preservation Commission, the applicant shall pay to the Township an initial deposit for technical review fees in accordance with the following schedule:

a. Minimum Escrow Fees for Anticipated Legal Services:

Minor and Major Subdivisions	$750.
Site Plan	750.
Special Meetings & Misc.	As set by resolution of the Township Committee

b. Minimum Escrow Fees for Anticipated Professional Planner Services:

Minor Subdivision	$1,100.
Major Subdivision	2,500.
Site Plan	1,100.
Site Inspection	750. each visit
Attendance at meetings	500.

Hourly billing rate	As set by resolution of the Township Committee

c. Minimum Escrow Fees for Anticipated Professional Engineering Services for Plan Review:

Minor Subdivision	$400.
Major Subdivision - Sketch Plat	200. + 50./Lot
Major Subdivision - Preliminary Plat	600. + 200./Lot
Major Subdivision - Final Plat	300. + 50./Lot
Site Plan – Preliminary	$1,000. plus

(based on the cost of site improvements exclusive of the buildings):

3%	(0-$10,000)
$300. + 1 1/2% over $10,000.	($10,001. - 25,000)
$525. + 1% over $25,000.	($25,001. - 100,000)
$1,275. + 1/2% over $100,000.	($100,001. - 250,000)
$2,025. + 1/2% over $250,000.	(over $250,000)

Site Plan – Final	1/3 of Preliminary Fee
Hourly Billing Rate	As set by resolution of Township Committee

d. The minimum escrow fee deposit for anticipated professional review by the Historic Preservation Consultant to the Historic Preservation Commission: $750.00. Thereafter, if additional services are required, the Historic Preservation Consultant shall be paid in accordance with the hourly rate established by Township Resolution.

e. A review fee of $1,000.00 for all proposals concerning wireless telecommunications installation where a new tower or other structure is proposed in addition to all other required fees.

f. Miscellaneous Special Services
Traffic or other relevant professional study and analysis if required as determined by the Municipal Engineer.

No major application for development shall be deemed complete until such time as the applicant shall have posted with the Township in cash or certified check the amount of

escrow deposit determined by the Township Engineer based upon the following criteria: (a) complexity of the application; (b) proximity of the proposed development to other uses; (c) traffic considerations; (d) public safety considerations; (e) infrastructure needs and impact; and (f) related considerations. The Township Engineer's determination of the escrow may be modified by the Chairperson of the Planning Board, Board of Adjustment or Historic Preservation Commission or by a vote of the entire applicable board.

Section 4. **Article 4 "General Provisions", Section 410 "Fees" is hereby amended and supplemented by the addition of a new Subsection 410.8 entitled "Inspection Fees and Costs" as follows:**

The applicant shall pay fees equal to the expenses incurred by the Township with respect to:

a. The inspection of on-site, on-tract, off-site and off-tract improvements constructed or installed by the applicant in accordance with the terms and conditions of subdivision and/or site plan approval or the grant of a variance;

b. The testing of materials or construction work performed by the applicant in the event that such testing is deemed necessary by the Township;

c. Analyses or tests to determine compliance by the applicant with any monitoring standards established by the terms and conditions of subdivision or site plan approval; and

d. The inspection of improvements constructed or installed by the applicant for purposes of determining compliance with any maintenance obligations of the applicant.

The improvements constructed or installed to meet the requirements of subdivision or site plan approval, which are the subject of inspection, include the following: pavement subgrade, base course pavement, surface course pavement, sidewalks, storm drainage facilities, sanitary sewerage facilities, street signs, topsoil and erosion protection, grading, landscaping and monuments. An applicant shall give notice at least 24 hours in advance of the undertaking of any work which is the subject of inspection. Overtime inspection will not be provided unless special arrangements are made therefor prior to the overtime period. Inspection fees shall be calculated in accordance with the actual time required for inspection at rates established by a schedule of inspection fees, which schedule shall be adopted and from time to time amended by resolution of the Township Committee and maintained in the office of the Township Clerk for public inspection.

At the time of the grant of final subdivision or site plan approval, or prior to the commencement of any work on subdivision or site plan improvements, if such work is undertaken before final approval, the applicant shall pay to the Township an initial deposit for inspection fees and costs. Such initial deposit shall be in accordance with the following schedule:

Estimated Costs of Improvements (exclusive of building)

Under $5,000.	8%

$5,000.-$10,000.	$40. + 5% over $5,000.
$10,000.-$50,000.	$650. + 4.5% over $10,000.
$50,000.-$100,000.	$2,450. + 4% over $50,000.
Over $100,000.	$4,450. + 3% over $100,000.
Hourly Billing Rate	As set by resolution of the Township Committee.

The Estimated Costs of Improvements shall be determined by the Township Engineer based on plans and certified quantity estimates prepared by the applicant's engineer and shall include a 20% excess contingency.

Inspection shall not relieve the applicant from the obligation of performing work strictly in accordance with the plans and specifications approved therefor or the obligation of performing work in a workmanlike manner using first-class materials. Until such time as the Township Committee shall approve the construction and installation of any improvement by a resolution adopted pursuant to the provisions of N.J.S.A. 40:55D-53, any improvement not meeting the aforesaid plans, specifications or standards shall be replaced, reconstructed or repaired by the applicant despite any previous oversight or error in inspection.

e. When an application to the Historic Preservation Commission has been approved and the Construction Code Official and/or the Township Engineer has issued a Construction Permit and/or any other associated permits then in addition to construction code and engineering inspections with respect thereto, the Construction Code Official and/or Township Engineer shall request that the Historic Preservation Commission Consultant inspect the project for compliance with approved historic architectural elements or construction, then the HPC Consultant shall be paid therefor upon presentation of a bill associated with such inspections from the escrow deposit made by the applicant and administered by the Township Treasurer as required by law.

Section 5. Article 4 "General Provisions", Section 410 "Fees" is hereby amended and supplemented by the addition of a new Subsection 410.9 entitled "Fee Deposits Held in Escrow" as follows:

Each deposit for anticipated municipal expenses for professional services shall be held in escrow by the Township in an account separate from the general funds of the Township pursuant to N.J.S.A. 40:55D-53.1. The account shall be in a banking institution or savings and loan association in this State, insured by an agency of the Federal government, or in any other fund or depository approved for such deposits by the State, in an account bearing interest at the minimum rate bearing interest at the minimum rate currently paid by the institution or depository on time or savings deposits. The Township Treasurer shall notify the applicant in writing of the name and address of the institution or depository in which the deposit is made and the amount of the deposit. All interest earned on any account shall be retained in the account until paid over as hereinafter provided. The Township Business Administrator shall from time to time certify to the Township Committee the inspection fee as determined in accordance with the aforementioned schedule of professional fees, as well as any

inspection costs. Such fees or charges shall be based upon a schedule established by resolution pursuant to N.J.S.A. 40:55D-53.1. If the Township Committee determines the costs as certified to be reasonable, then such amount shall be withdrawn from the escrow account and paid over to the Township as an item of miscellaneous revenue. An applicant may at any time examine Township records with respect to an escrow account and expenditures therefrom. All deposits for inspection fees shall be made prior to the performance of the inspection services which the deposit is intended to cover. In the event that the initial deposit made by an applicant is not sufficient to cover all technical review fees or costs with respect to the application for which the deposit was made or all inspection fees and/or costs with respect to the application for which the deposit was made, upon request by the Township, the applicant shall make such further deposit or deposits as may be necessary to cover further inspection fees and/or costs. Whenever the interest earned on any escrow account shall exceed $100.00 in any calendar year, the Township Treasurer shall pay to the applicant 66 2/3% of the interest earned during the calendar year on such account, with the remaining 33 1/3% of such interest being paid over to the Township for administrative expenses. Such payments shall be made within 30 days after the termination of the calendar year in which the interest was earned or upon the termination of the account in the event that the account shall be terminated prior to the end of the calendar year. Whenever the interest earned on any escrow account is no more than $100.00 in any calendar year, all of such interest shall remain in the account until the termination of the account at which time all of such interest shall be paid over by the Township Treasurer to the Township for administrative expenses. After the issuance of a report by the Township Engineer that all subdivision and/or site plan improvements have been completed, inspected and approved, and after all inspection fees and/or costs have been paid from the escrow account for such application, the Township Treasurer shall refund to the applicant all deposit moneys remaining in the escrow account, together with the interest, if any, which the applicant is entitled to receive. After the interest which the Township is entitled to receive is paid over to the Township, the escrow account shall be terminated.

Section 6. **Article 4 "General Provisions", Section 410 "Fees" is hereby amended and supplemented by the addition of a new Subsection 410.10 entitled "Off Tract Improvement Charges", as follows:**

a. Construction or Contribution Required.

Pursuant to N.J.S.A. 40:55D-39 and N.J.S.A. 40:55D-42, where the need for off-tract improvements for water, sewer, drainage, street improvements and other improvements as provided by law are, in whole or in part, made necessary or required as a result of a proposed development application, the Planning Board may require the developer, as a condition of subdivision or site plan approval, to construct such off-tract improvements, or to contribute its pro-rata share of the cost of the construction of such off-tract improvements in accordance with the provisions of this section.

1. Determinations by Planning Board.

The Planning Board shall review all subdivision and site plan applications to determine their impact on the Township's infrastructure. The Board's determination shall include a review of whether the off-tract improvement is a benefit solely to the developer, and/or whether additional parties will receive a benefit as a result of the construction of the off-tract improvement. In making its determination, the Board shall be guided by the rules

and regulations specified in this ordinance. The Board may also be guided by recommendations regarding the subject matter from the Board Attorney, Township Engineer, Municipal Officials and other qualified experts. Thereafter, the Planning Board shall, with the assistance of such professionals:

(a) Determine the need for off-tract improvements.

(b) Determine the total cost of the off-tract improvement(s). For the purposes of this section, total cost of improvements may include: all payments to contractors and subcontractors; design and engineering costs; bonding costs; permit, inspection and application fees; property and/or easement acquisition costs; and costs for overhead, project supervision and legal fees. All costs for off-tract improvements shall be verified by the Township in the event that the Township or any other entity shall make any contribution toward the completion of any off-tract improvement.

(c) Determine the amount, if any, by which all properties to be serviced thereby including the developer's property will be specially benefited therefrom.

(d) In cases where reasonable and necessary need for the off-tract improvement or improvements is necessitated or required by the proposed development application and where no other property owners receive a special benefit thereby, the Planning Board shall require the developer, as a condition of approval, at the developer's expense, to provide for and construct such improvements as if such were on-tract improvements and shall forward a report of its findings to the Township Committee.

(e) In cases where the need for any off-tract improvement is necessitated by the proposed development application and where the Planning Board determines that properties outside the development could also be benefited by the improvement, the Planning Board shall forward to the Township Committee a report containing a list and description of all such improvements, together with its request that the Township Committee determine the matters in (2) below and advise the Planning Board of the Township Committee's decision.

2. Determination by Township Committee. Upon receipt of the recommendations and report of the Planning Board, the Township Committee shall, within thirty (30) days from the receipt thereof, determine and advise the Board whether:

(a) The recommended off-tract improvement should be undertaken in the manner recommended by the Board or whether the Township Committee is of the opinion that an alternative improvement should be considered by the Board.

(b) The improvement is to be constructed or installed by the Township as a general improvement or as a local improvement.

(c) The improvement is to be constructed or installed by the developer under a formula providing for partial reimbursement by the Township or otherwise for benefits to properties other than the development where appropriate.

3. Amount of contribution. Once the Township Committee has made the determinations in (2) above, the developer may be required to provide, as a condition for final approval of the development, a combination of performance and maintenance guarantees, cash contributions, developer's agreements and/or other forms of surety permitted by law to insure payment to the Township of one (1) of the following amounts:

(a) If the improvement is to be constructed by the Township as a local improvement, the developer's proportionate share of the total cost of the improvement.

(b) If the improvement is to be constructed by the developer, the total cost of the off-tract improvement less an offset for the value of any special benefit to properties other than the developer's.

(c) If the improvement provides no special benefits to properties other than the property which is the subject of the Planning Board application, the off-tract improvement shall be constructed by the developer in accordance with the Township rules and regulations relating to the construction of on-tract improvements.

4. Pro-rata formula for determining developer's share of off-tract improvements. Where an off-tract improvement is required, and it is the determination of the Planning Board and Township Committee that the developer is responsible for only a proportionate share of the costs of such improvement, the following criteria shall be utilized in determining the proportionate share of the cost of such improvements which shall be paid by the developer:

(a) Roadways. For street widening, alignment, channelization of intersections, construction of barriers, new or improved traffic signalization, signs, curbs, sidewalks, trees, utility improvements not covered elsewhere, the construction or reconstruction of new or existing streets and other associated street or traffic improvements, the developer's proportionate costs shall be determined by the Township as follows:

Future Peak-Hour Traffic Generated by the Development divided by (÷) Future Peak Hour Traffic	x	*Total Cost of the Roadway Improvement and/or Extension*	=	*Developer's Cost*

(b) Drainage Improvements. For stormwater and drainage improvements, including installation, relocation or replacement of transmission lines, culverts, catch basins and the installation, relocation or replacement of other appurtenances associated therewith, the developer's proportionate share shall be determined as follows:

Development Cubic

Feet Per Second (cfs) divided by (÷) Total Increase in Tributary cfs	x	*Total Enlargement of Improvement Cost*	=	*Developer's Cost*

Developer's cost cannot be less than $0.

(c) Sanitary Sewers. For distribution facilities including the installation, relocation or replacement of collector, trunk and interceptor sewers and the installation, relocation or replacement of other appurtenances associated therewith, the developer's proportionate share shall be computed as follows:

i) If the existing system does not have adequate capacity for the total developed drainage basin, the pro-rated enlargement of improvement share shall be computed as follows:

Development Gallons Per day ("gpd") divided by (÷) Total Increase in Tributary gpd	x	*Total Enlargement of Improvement Cost*	=	*Developer's Cost*

ii) If it is necessary to construct a new system in order to develop the subdivision, the prorated enlargement share to the developer shall be computed as follows:

Development Tributary gpd divided by (÷) Total Tributary gpd to a New System	x	*Total Project Cost*	=	*Developer's Cost*

(d) Water. For water distribution facilities including the installation of new water mains, the extension of existing water mains, the relocation of such facilities and the installation of other appurtenances associated therewith, the developer's proportionate share shall be computed as follows:

Use of Water (gpd) by the Developer divided by (÷) Total Increase in Use of Water (gpd) of Area Served by the Improvement	x	*Total Enlargement or Improvement Cost*	=	*Developer's Cost*

(e) Adjustments to formulas. It is recognized that the foregoing

formulas may require adjustment because of peculiar or exceptional circumstances or may require the application of alternative criteria in order to arrive at a fair and equitable distribution of cost. For example, in the case of linear improvements, such as streets, water and sewer lines and storm drains, length of property frontage may be a more appropriate determining factor. In such instances, the Board may modify or adjust the formulas.

5. Cash contributions, methods of payment.

(a) The estimated developer's cost plus a reasonable inflation cost for the off-tract improvement allocated to the developer, if deposited in cash, shall be paid by the developer to the Township Finance Department with a copy of the developer's transmittal letter forwarded to the Township Committee, the Township Engineer and the Board. Any and all monies received by the Finance Department shall be deposited in a separate interest-bearing account to the credit of the Township, and such funds shall be used only for the improvements for which they are deposited or improvements serving the same purpose. If such improvements are not initiated by the developer or the Township within a period of ten (10) years from the date of payment or other mutually agreeable period of time, then the funds so deposited shall be returned to the developer, together with accumulated interest less ten percent (10%) of accumulated interest for administration costs. If, after diligent inquiry, the Township is unable to locate the developer or its successor in order to return said funds, then the funds so deposited shall be placed in the Township's general capital improvement fund and shall not be returnable to the developer thereafter.

(b) In the event the payment by the developer to the Township Finance Department provided for herein is less than its share of the actual cost of the off-tract improvements, then it shall be required to pay its additional share of the cost thereof.

6. Assessment of properties. The Township may adopt a local improvement assessment ordinance for the purpose of construction and installation of the off-tract improvements, based upon the cost for the project, including administration and finance charges. Any portion of the cost of the improvements not defrayed by a developer may be assessed by the Township against benefiting property owners according to their pro-rata share. Any such assessments for benefits made against the developer or its successors in interest shall be first offset by a pro-rata share credit of the allocated costs previously deposited with the Township Finance Department pertaining thereto. The developer or its successors in interest shall not be liable for any part of an assessment for such improvements unless the assessment exceeds its pro-rata share credit for its deposit, and then only to the extent of the deficiency.

7. Design standards. Should the developer and the Township enter into a contract for the construction and installation of the off-tract improvements to be done by the developer, the

developer shall observe all requirements and principles of this Chapter and other ordinances in the design of such improvements.

8. Condition of approval. The terms set forth herein shall be a condition of either preliminary approval or final approval of a subdivision or site plan. If not imposed as condition of preliminary approval, such off-tract improvements and the apportionment of the cost thereof shall be considered improvements under N.J.S.A. 40:55D-1 et seq., which may be imposed at the time of final approval.

9. Notice and appeal. Before apportioning the cost of off-tract improvements to a developer, the Planning Board shall notify and afford the developer an opportunity to be heard thereon at a public meeting. The developer may appeal from the Township Council's decision to the Superior Court within 45 days from the date of the Council's decision.

b. Omissions.

Omissions from the bond of any improvement will in no way be construed as to relieve the developer from his legal obligation to conform to the required improvements as provided in this Chapter.

c. Certification.

Prior to the final acceptance of any of the required improvements by the Township the subdivision owner or owners shall have submitted satisfactory affidavits certifying that no unpaid bills, liabilities or liens against such improvements and installations are outstanding.

Section 7. **Article 4 "General Provisions", Section 410 "Fees" is hereby amended and supplemented by the addition of a new Subsection 410.11 entitled "Agreement Between Developer and the Township – Fees, Charges and Obligations" as follows:**

Within ninety (90) days of the adoption of a Resolution granting a land development approval requiring as a condition, the execution of a Developer Agreement, there shall be executed and delivered to the Township an Agreement between the Developer and the Township incorporating the terms and conditions of approval and provisions including, but not limited to, bonds, performance guarantees, letters of credit, escrow deposits, conveyances to the Township, remediation of environmental conditions including those discovered during development, insurance requirements, time for completion of improvements, and payment of municipal charges, water and sewer connection fees, road opening and other application fees. The Agreement shall be prepared by the Township and shall be executed by the Owner and Developer of the land development project.

Section 8. **Article 4 "General Provisions" is hereby amended and supplemented by the addition of a new Section 425 "Checklists" as follows:**

The following checklists are hereby adopted for inclusion in the Township of Millburn Development Regulations and Zoning Ordinance and shall appear in the Appendix:

Section 425.1, Checklist A – Planning Board- Checklist –
See Appendix Schedule F
Section 425.2, Checklist B – Zoning Board Checklist –
See Appendix Schedule G
Section 425.3, Checklist C – Historic Preservation Checklist –
See Appendix Schedule H

Section 9. Conflicts and Severability

If any portion or clause of this Ordinance is declared invalid or for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this ordinance.

a. Conflicts. All other Ordinances, parts of Ordinances, or other local requirements that are inconsistent or in conflict with this Ordinance are hereby superseded to the extent of any inconsistency or conflict, and the provisions of this Ordinance apply.

b. Severability.

1. This Ordinance shall be so construed as not to conflict with any provision of New Jersey law.

Notwithstanding that any provision of this Ordinance may be held invalid or unconstitutional by a court of competent jurisdiction, all remaining provisions of the Ordinance shall continue to be in full force and effect.

2. The provisions of this Ordinance shall be cumulative with, and not in substitution for, all other applicable zoning, planning and land use regulations.

Section 10. This Ordinance may be renumbered for purposes of codification.

Section 11. This Ordinance shall take effect after final passage and publication as provided by law.

1st Reading and Introduction: 10/19/2016
1st Publication: 10/27/2016
Referral to Planning Board: 10/20/2016
Notice to County Planning Board Prior to Adoption: 10/20/2016
Notice to Clerks of Adjoining Municipalities: 10/20/2016
Notice to Affected Property Owners: N/A

I, Christine A. Gatti, Township Clerk of the Township of Millburn, do hereby certify this document to be a true copy of the original which is on file in my office. The ordinance was introduced by the Millburn Township Committee on October 19, 2016 and the public hearing is scheduled for November 14, 2016.

Date: 10/20/2016

Christine Gatti

Christine A. Gatti, Township Clerk
Township of Millburn

SCHEDULE F

TOWNSHIP OF MILLBURN
DEVELOPMENT REGULATIONS AND ZONING ORDINANCE
SECTION 425.1, CHECKLIST A –
PLANNING BOARD

An application before the Planning Board shall not be considered complete until all the material and information specified below has been submitted, unless a specific requirement is waived by the municipal agency. The request for waiver shall accompany the application.

Name of Applicant:_____ **Application No.**_____

Street Address:_____**Date Filed**_____

PLANNING BOARD APPLICATION
SUBMISSION CHECKLIST

MAJOR SUBDIVISION:

PRELIMINARY _____ **APPLICATION NO.** _____
(Assigned by Millburn Township)

FINAL _____

MAJOR SITE PLAN:

PRELIMINARY _____

FINAL _____ **BLOCK** _____

MINOR SUBDIVISION _____ **LOT(S)** _____

MINOR SITE PLAN _____ **LOT(S)** _____

CONDITIONAL USE _____ **SITE STREET ADDRESS** _____

BULK VARIANCE _____

APPLICANT _____

ADDRESS _____

PHONE/FAX _____ **APPLICATION ACCEPTED AS COMPLETE**

BY: _____

DATE:

_____

Communication: Millburn Twp, - Zoning Ordinance, re Fee Payment Provisions Applicable to the Planning and Zoning Boards And Historic

DEADLINE FOR PLANNING BOARD DECISION: _____

REQUIRED DATA AND INFORMATION

C - Complete
I – Incomplete
WR – Waiver Requested

	C	I	WR
(1) A complete application shall include the following items:			
a) Application & Fee Form Submitted (21 Copies)	[ ]	[ ]	[ ]
b) Application Fee Paid	[ ]	[ ]	[ ]
c) Consent of Owner Submitted	[ ]	[ ]	[ ]
d) Tax & Assessment Form Submitted	[ ]	[ ]	[ ]
e) Proof of Service Submitted	[ ]	[ ]	[ ]
f) Newspaper Advertisement Submitted	[ ]	[ ]	[ ]
g) Plat/Plans Submitted (21 Copies)	[ ]	[ ]	[ ]
*h) EIS or Request for Waiver	[ ]	[ ]	[ ]
i) Fact Sheet	[ ]	[ ]	[ ]
j) For Corporations & Partnerships, Names & Address of All Stockholders Owning at Least 10% of its Stock	[ ]	[ ]	[ ]
k) Existing Protective Covenants, Deed Restrictions, Easements	[ ]	[ ]	[ ]
l) Sustainability Checklist	[ ]	[ ]	[ ]
PLAT			
a) Survey Drawing by Land Surveyor	[ ]	[ ]	[ ]
b) Inprovements – Designed by Professional Engineer	[ ]	[ ]	[ ]
c) Scale: 1" = 10', 1" = 20', 1" = 40', 1" = 50'	[ ]	[ ]	[ ]
d) 8½x13, 15x21, 24x36, 30x42	[ ]	[ ]	[ ]

	C	I	WR
e) Required Information	[ ]	[ ]	[ ]
Lot Lines, Metes &Bounds Description	[ ]	[ ]	[ ]
North Arrow	[ ]	[ ]	[ ]
Graphic Scale	[ ]	[ ]	[ ]
Zoning District & Data	[ ]	[ ]	[ ]
Date of Original Drawing & Revisions	[ ]	[ ]	[ ]
Existing & Proposed Streets & Street Names	[ ]	[ ]	[ ]
*Contours-2ft. intervals-Existing & Proposed on & within 100' of site	[ ]	[ ]	[ ]
Title Block – Lot & Block Number	[ ]	[ ]	[ ]
Location and Description of Existing & Proposed Monuments	[ ]	[ ]	[ ]
Area – To 1 Square Foot	[ ]	[ ]	[ ]
Streams & Ponds	[ ]	[ ]	[ ]
Parking Spaces	[ ]	[ ]	[ ]
Loading Areas	[ ]	[ ]	[ ]
Setback Dimensions & Dimensions of All Improvement	[ ]	[ ]	[ ]
Key Map of General Area, includes Properties & Owners within 200 ft.	[ ]	[ ]	[ ]
Signatures of Planning Board Chairman, Secretary and Engineer	[ ]	[ ]	[ ]
Existing Structures to be Removed or Altered	[ ]	[ ]	[ ]
Name, Phone Number, Address of Applicant	[ ]	[ ]	[ ]
Name, Phone Number, Address & Signature of Owner	[ ]	[ ]	[ ]

CIRCULATION PLANS

a) Street Names & R.O.W. Lines	[ ]	[ ]	[ ]
*b) Curbs, Driveways, Structures & Signs within 100' of site	[ ]	[ ]	[ ]
*c) Acceleration/Deceleration Lanes	[ ]	[ ]	[ ]
d) Aisles & Lanes	[ ]	[ ]	[ ]
e) Sidewalks & Bikeways	[ ]	[ ]	[ ]
f) Site Triangles	[ ]	[ ]	[ ]
g) Easements	[ ]	[ ]	[ ]
h) Parking	[ ]	[ ]	[ ]
i) Loading Areas	[ ]	[ ]	[ ]

	C	I	WR
j) Pavement Arrows & Striping	[ ]	[ ]	[ ]
*k) Light Standards, Fixture Types, Height, Intensity, Angle & Direction	[ ]	[ ]	[ ]
*l) Cross Sections	[ ]	[ ]	[ ]
*m) Profiles	[ ]	[ ]	[ ]
n) Traffic Regulation Signs	[ ]	[ ]	[ ]

BUILDING PLANS

a) Floor Plans-including Square Footage by Use Category	[ ]	[ ]	[ ]
b) Elevations (architectural) with Materials, Dimensions & Signage	[ ]	[ ]	[ ]
c) Number of Dwellings – Apartment and Townhouse Projects	[ ]	[ ]	[ ]

LANDSCAPE PLANS

a) Existing & Proposed Wooded Areas	[ ]	[ ]	[ ]
*b) Individual Tress Outside Wooded Area Greater than 6' diameter	[ ]	[ ]	[ ]
c) Buffer Areas	[ ]	[ ]	[ ]
*d) Shrubbery	[ ]	[ ]	[ ]
*e) Lawn Areas	[ ]	[ ]	[ ]
*f) Ground Cover	[ ]	[ ]	[ ]
g) Retaining Walls	[ ]	[ ]	[ ]
*h) Species & Caliper of Trees	[ ]	[ ]	[ ]
i) Signs (Existing & Proposed)	[ ]	[ ]	[ ]

	C	I	WR
j) Fencing	[ ]	[ ]	[ ]

FACILITIES PLAN

*a) Drainage Calculations	[ ]	[ ]	[ ]
b) Draining Structures	[ ]	[ ]	[ ]
*c) Existing & Proposed Runoff	[ ]	[ ]	[ ]
d) Open Space	[ ]	[ ]	[ ]
e) Common Property	[ ]	[ ]	[ ]
*f) Gas Lines	[ ]	[ ]	[ ]
*g) Electric Lines	[ ]	[ ]	[ ]
*h) Telephone Lines	[ ]	[ ]	[ ]
*i) Sewer Lines	[ ]	[ ]	[ ]
*j) Domestic Water Lines	[ ]	[ ]	[ ]
*k) Fire Protection Water Lines	[ ]	[ ]	[ ]
l) Solid Waste Disposal Methods	[ ]	[ ]	[ ]
m) Handling of Recyclable Materials	[ ]	[ ]	[ ]
n) Easements, Required & Documentation	[ ]	[ ]	[ ]
o) Construction Details	[ ]	[ ]	[ ]
*p) Soil Erosion & Sediment Control Plan	[ ]	[ ]	[ ]
q) Floodway & Flood Hazard Area Limits	[ ]	[ ]	[ ]
r) Wetlands: Mapping & Letter of Interpretation Or Exemption from NJDEP	[ ]	[ ]	[ ]

***Not required for minor subdivision and minor site plan**

Communication: Millburn Twp, - Zoning Ordinance, re Fee Payment Provisions Applicable to the Planning and Zoning Boards And Historic

SCHEDULE G

TOWNSHIP OF MILLBURN
DEVELOPMENT REGULATIONS AND ZONING ORDINANCE
SECTION 425.2, CHECKLIST B –
ZONING BOARD OF ADJUSTMENT

An application before the Zoning Board of Adjustment shall not be considered complete until all the material and information specified below has been submitted, unless a specific requirement is waived by the municipal agency. The request for waiver shall accompany the application.

Name of Applicant:_____ **Calendar No.**_____

Street Address:_____**Date Filed**_____

Applicant Phone/Fax: _____ _____

REQUIRED DATA AND INFORMATION

C - Complete
I – Incomplete
WR – Waiver Requested

	C	I	WR
(1) A complete application shall include the following items:			
h) Board Application (Attachment A)	[ ]	[ ]	[ ]
i) Letter of Denial from Zoning Official, if applicable (Attachment B)	[ ]	[ ]	[ ]
j) Tax and Assessment Payment Report (Attachment C)	[ ]	[ ]	[ ]
k) Notice of Appeal (N.J.S.A. 40:55D-70a), if applicable (Attachment D)	[ ]	[ ]	[ ]
l) Summary of Variances (Attachment E)	[ ]	[ ]	[ ]
	C	**I**	**WR**
m) Spec/F.A.R. Calculation Form (Attachment F)	[ ]	[ ]	[ ]
n) Sample Request for List Owners (Attachment G)	[ ]	[ ]	[ ]

Communication: Millburn Twp, - Zoning Ordinance, re Fee Payment Provisions Applicable to the Planning and Zoning Boards And Historic

o) Sample Notice of Hearing (for publication) (Attachment H) [ ] [ ] [ ]

p) Sample Notice to be Served on Property Owners and Others entitled to notice (Attachment I) [ ] [ ] [ ]

q) Construction Drawings/Plan: Floor Plans, Elevations And/or Renderings:1/4"=1'-0" recommended [ ] [ ] [ ]

r) Survey Map of Site to Scale:

a) Maximum of 1" = 20' scale; [ ] [ ] [ ]

b) Show all existing and proposed structures, Buildings, impervious areas, drainage facilities, etc. [ ] [ ] [ ]

c) Certified "Substantially Correct" by licensed Civil Engineer or Surveyor. [ ] [ ] [ ]

d) Show environmentally constrained land on site including where necessary floodplain areas, wetlands, wetlands buffers, stream and state open waters, steep slopes and other areas specified Ordinance Section 509.2 (subdivision and site plan only). [ ] [ ] [ ]

s) Official Millburn Township Tax Map Sheet: Include properties within 200 feet and list of owners of properties within 200 feet at a 1" = 100' scale. [ ] [ ] [ ]

t) Topographic Survey: All pool applications and/or any proposed use affected by a natural slope in excess of 20%. [ ] [ ] [ ]

u) Site Plan Exemption

a) Is this variance Site Plan Exempt in accordance with Section 301.60 of our Ordinance? No [ ] Yes [ ]

b) If not, were copies of the completed application forwarded to the Township Forester, Engineer, Police Chief and Fire Chief for review and comment (14 days before is desirable)? Date forwarded: _____ Yes [ ] No [ ] N/A [ ]

	C	I	WR
15) Certificate of corporate or partnership ownership Disclosure, if required by N.J.S.A. 40:55D-48.1 (Attachment J)	[ ]	[ ]	[ ]
16) "Subdivision Package" (If applicable)	[ ]	[ ]	[ ]

17) Historic Preservation Committee	Yes	No	
a. Development requested in designated historic district or on designated historic site?	[ ]	[ ]	
b. If so, a copy of the memorializing resolution shall be included with this application.	Yes	No	N/A
18) Photographs/Elevations (Optional)	[ ]	[ ]	[ ]
19) Board of Adjustment Fee: $_____	[ ]	[ ]	[ ]

The attached application has been found to be COMPLETE and may now be scheduled for a hearing pursuant to the laws and regulations of the Board of Adjustment and may be subject to further submission required based on reviews by Consultants or Township officials.

Date Submitted to Administrative Officer: _____

Date Application Deemed COMPLETE: _____

By: _____ (Administrative Officer Signature)

SCHEDULE H

TOWNSHIP OF MILLBURN
DEVELOPMENT REGULATIONS AND ZONING ORDINANCE
SECTION 425.3, CHECKLIST C –
HISTORIC PRESERVATION

An application before the Historic Preservation Commission shall not be considered complete until all the material and information specified below has been submitted, unless a specific requirement is waived by the municipal agency. The request for waiver shall accompany the application.

Name of Applicant:_____ **Application No.**_____

Street Address:_____**Date Filed**_____

REQUIRED DATA AND INFORMATION

C - Complete
I – Incomplete
WR – Waiver Requested

	C	I	WR
(2) A complete application for a certificate of appropriateness shall include the following items:			
v) Property information, including zone of property and block/lot.	[ ]	[ ]	[ ]
w) Applicant and owner contact information.	[ ]	[ ]	[ ]
x) Application fee and escrow fee (if required) paid to the Township of Millburn.	[ ]	[ ]	[ ]
y) Applicant's verification signature and owner's authorization signature.	[ ]	[ ]	[ ]
z) Photographs showing existing condition of the entire building façade; and	[ ]	[ ]	[ ]
aa) Close-up photographs showing details of the area of work.	[ ]	[ ]	[ ]
	C	**I**	**WR**
(3) Signage and awning applications must also include the following:			
a) Photo montage with sign or awning drawn or photo-manipulated/ photoshopped in the			

exact location proposed.	[ ]	[ ]	[ ]
b) Proposed sign material noted (i.e., wood, acrylic, PVC) or awning fabric sample and measured drawings showing height and width dimensions of proposed sign or awning (see Figure 2).	[ ]	[ ]	[ ]
c) Section drawing showing side view and projection of proposed sign or awning from the building façade and method of installation of sign or awning onto storefront or sign band. Note the storefront material. (for brick buildings, signs should be attached in the mortar); and	[ ]	[ ]	[ ]
d) Dimensions and size calculations of proposed signage for zoning compliance.	[ ]	[ ]	[ ]
(4) Lighting applications must also include the following:			
e) Detail photographs of area of attachment;	[ ]	[ ]	[ ]
f) Manufacturer's information/cut sheets of type of fixture to be used.	[ ]	[ ]	[ ]
g) Photomontage of proposed lighting, showing where it attaches to the building; and	[ ]	[ ]	[ ]
h) Details showing dimensions of proposed light fixtures including the distance the lights will project from the facade, height above the street or sidewalk, any supports or framing; location of electrical conduits, and how the light fixtures will be mounted to the exterior wall.	[ ]	[ ]	[ ]
(5) Window applications must also include the following:			
a) Photographs of each existing window to be altered.	[ ]	[ ]	[ ]
b) Note if the replacement proposed is of the entire window frame or sash only.	[ ]	[ ]	[ ]
c) Photo or drawing showing as-built/existing windows to be replaced, including a cross-section of existing window as-built, showing head, jamb and sill.	[ ]	[ ]	[ ]
	C	**I**	**WR**
d) Details showing proposed windows, including a cross-section of proposed window showing head, jamb and sill (manufacturer's cut sheets are acceptable if they show dimensions).	[ ]	[ ]	[ ]
e) Documentation about the original windows, photographs or typical windows for the historic period (if available and only necessary if the existing			

are not historic windows); and	[ ]	[ ]	[ ]
f) Conditions statement describing the type and extent of deterioration justifying the window removal.	[ ]	[ ]	[ ]
(6) Applications for new storefronts, façade alterations/restorations or new construction/additions must also include the following:			
a) Existing site plan or detailed survey drawing.	[ ]	[ ]	[ ]
b) Proposed site plan with color graphics to differentiate new from existing.	[ ]	[ ]	[ ]
c) Photographs of the existing structure, with "detail" photos of the specific facades and architectural features (doors, windows, railings, siding, roofing, paving, etc.) that are to be altered or repaired; If the proposed project is within any historic district, applicants must include photographs of adjacent structures and the existing streetscape taken from across the street.	[ ]	[ ]	[ ]
d) Existing exterior elevation drawings.	[ ]	[ ]	[ ]
e) A complete set of working drawings for the proposed project, and, in the case of an addition, elevation drawings that show the proposed addition together with the existing structure. Scaled construction drawings showing proposed alterations of the relevant façade(s) and architectural features. If the proposed project is located within a historic district, applicants must include a streetscape elevation and/or a color rendering showing the new development in the context of neighboring buildings, structures, and sites. Three-dimensional models are optional.	[ ]	[ ]	[ ]
f) Photo montage, renderings, and color elevation drawings of the proposed façade(s).	[ ]	[ ]	[ ]
g) Descriptions of the materials, size, and spacing of architectural features that are to be altered or repaired, their present condition, and the reasons for their proposed alteration or repair.	[ ]	[ ]	[ ]
	C	**I**	**WR**
h) Detailed specifications, cut sheets, manufacturer's product information, and mock-up boards for all proposed exterior materials and color palettes, including dimensions, compositions, application methods, and recommended uses; samples of the proposed materials may be required.	[ ]	[ ]	[ ]
i) Specifications, cut sheets, and manufacturer's product information for all exterior lighting proposed.	[ ]	[ ]	[ ]

j) Specifications for any proposed masonry patching, brick repointing, mortar analysis, brick replacement, and façade cleaning.	[ ]	[ ]	[ ]
k) Specifications, cut sheets, and manufacturer's product information for any proposed exterior coatings, waterproofing measures, or chemical solutions to be applied.	[ ]	[ ]	[ ]
l) Scaffolding drawings (if applicable).	[ ]	[ ]	[ ]
(7) Relocation of Existing Structures must also include the following:			
a) Photographs of the existing structure and adjacent buildings, and the proposed relocation site and its adjacent buildings.	[ ]	[ ]	[ ]
b) Statement of the need / purposes for the proposed relocation, and any alternatives to relocation that were considered by the applicant.	[ ]	[ ]	[ ]
c) Estimated damage to the structure or loss of any of its architectural elements that may result from the proposed relocation (if any alterations are proposed to the structure after relocation, applicant must meet the requirements of the sections above.	[ ]	[ ]	[ ]
d) Description of the relocation process and timeframe, including moving the building intact; numbering and disassembling; and storage security before reassembly; and	[ ]	[ ]	[ ]
e) Site plan for the existing structure, as well as the site plan for the structure on the proposed relocation site.	[ ]	[ ]	[ ]
(8) Demolition of Structures must also include the following:			
a) Complete photography record of all exterior elevations, interior spaces, and important details of all existing structures and any adjacent properties.	[ ]	[ ]	[ ]
	C	**I**	**WR**
b) Statement of the need/purposes for the proposed demolition.	[ ]	[ ]	[ ]
c) In any instance where there is a claim of no other alternative to demolition, the applicant shall provide written documentation of good faith attempts to sell the building at a reasonable and comparable amount or to offer it without charge to purchasers willing to move the building to another location and preserve, rehabilitate, relocate, or restore the building. A			

reasonable and comparable sales price shall be indicated by providing evidence such as recent appraisals, comparable values of properties similar to the building proposed to be demolished or other evidence the commission deems acceptable.	[ ]	[ ]	[ ]
d) Written and pictorial record of the building's history and architectural features for archival purposes, including, without limitation, the dates of original construction of the building or structure to be demolished, original documents, maps, drawings, photographs, the square footage or dimensions of the building or structure to be demolished, a brief description of the materials, configuration and use of the existing building or structure, significant events and occupants associated with the history of the building or property, architectural features, and a description of the building through photographs, plans, and maps.	[ ]	[ ]	[ ]
e) Archaeological study of the property before and/or during demolition if the property falls within the area demonstrated to have a medium or high probability to contain archaeological resources; and	[ ]	[ ]	[ ]
f) Preservation or Salvage of Architectural Elements and photographic Documentation: The Building Department can provide applicants with local service directories of salvage centers.	[ ]	[ ]	[ ]

GT 11/1/16

RECEIVED
OCT 17 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

RESOLUTION 2016-327
TOWNSHIP MEETING: 10/11/16

RESOLUTION

WHEREAS, the **Township of Union** hereby opposes the Legislature's approval of a 23-cent gas tax hike; and

WHEREAS, the 23-cent gas tax hike directly significantly impacts the hardworking middle families and business owners of the Township of Union; and

WHEREAS the 23-cent gas tax hike is unconscionable since it asks hardworking families who have to drive back and forth to work every day to pay this increase without any real or measurable offset to cost saving measures; and

WHEREAS the Township Committee of the Township of Union opposes the 23-cent gas tax hike, not only for the residents and business owners of the township, but to all resident and business owners in the State of New Jersey, and

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Union in the County of Union that:

1. The Township of Union opposes the Legislature's approval of a 23-cent gas tax hike, which significantly impacts the hardworking families and business owners of the Township of Union.

2. A copy of this resolution shall be forwarded to the twenty one municipalities in the County of Union, the Union County Board of Chosen Freeholders, all New Jersey legislators (Assembly and Senate) and the Governor.

I, EILEEN BIRCH, Township Clerk of the Township of Union, in the County of Union, do hereby certify that the above is a true copy of RESOLUTION NO. 2016-327, passed at a REGULAR TOWNSHIP COMMITTEE meeting of said Township, held on the 11th day of October, 2016.

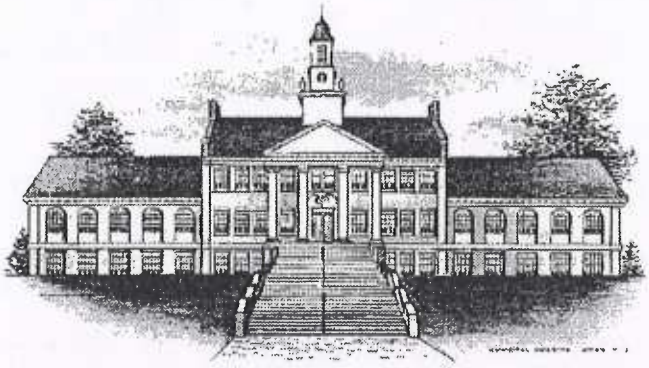
IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Township of Union, the 11th day of October, 2016.

Eileen Birch

EILEEN BIRCH
Township Clerk

Approved as to form by
Daniel Antonelli, Township Attorney

Regular meetings of Township Committee
2nd and 4th tuesday of each month at 7:30 P.M.
at the Municipal Building
1976 Morris Avenue



EILEEN BIRCH, RMC, CMC
TOWNSHIP CLERK

ANTOINETTE KIELWASSER
ASSISTANT MUNICIPAL CLERK

MUNICIPAL BUILDING
P.O. BOX 3609
UNION, NEW JERSEY 07083-1894
PHONE: (908) 851-8501
FAX: (908) 851-4679

TOWNSHIP OF UNION
IN THE COUNTY OF UNION

RECEIVED
OCT 17 2016
CITY CLERK'S OFFICE
SUMMIT, N.J.

October 13, 2016

20th Legislative District Representatives
The Governor's Office
New Jersey League of Municipalities
All Union County Municipal Clerks
Union County Board of Chosen Freeholders

RE: Resolution 2016-327

Dear Representative:

Enclosed please find the Township of Union's Resolution No 2016-327 opposing the Legislature's approval of a 23-cent gas tax hike. This resolution was approved at our regular meeting on October 11, 2016

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

Thank you.

Very truly yours,

Eileen Birch

Eileen Birch
Township Clerk

EB:mb
Enclosure

Communication: Union Twp. - Resolution, re Gas Tax (Ordinances and Resolutions Other Governing Bodies)

GI 11/1/16

City of Summit Environmental Commission Minutes, September 19, 2016

Present: Beth Lovejoy, Marian Glenn, Marjorie Fox, Judy Mandelbaum, John Kilby, Kelly Moughalian, Rick Bell
Green Team and Guests: Linda Seelbach, Annie Schiffer, Anna Tinker, Courtney Cordaro

Beth Lovejoy called the meeting to order at 8 PM.

Action items in red.

Committee/Project Updates:

Home Energy Assessments: Beth Lovejoy

Ciel Power has announced that it has performed 100 home energy assessments as part of the Summit Home Energy Insight Program. With the winter coming, there will be another publicity push this fall. The Ciel website page for Summit is http://www.cielpower.com/summit.

Rain Gardens: Marian Glenn

The rain gardens at City Hall and the library have been installed and are beautiful. There will be a presentation about rain gardens for homeowners on Thursday, September 22, from 7:30 to 8:30 PM at the Summit Public Library. This event is free. Toby Horton, Landscape Architect at Rutgers and designer of the Summit City Hall and Summit Library rain gardens, will give a presentation explaining how to create and plant a rain garden this fall. Marian also added that people who attend the meeting could sign up for a free assessment of their property by Toby Horton to find out where a rain garden could be placed. He would also provide a design.

Planning Board/Master Plan: Judy Mandelbaum

Judy commended Topology, City staff, and residents on the work to craft the Master Plan Re-examination. The final product should be released in November. People can still go to the website or go to a Planning Board meeting to see what's going on and express their thoughts.
https://www.cityofsummit.org/556/Master-Plan-Re-examination

Marjorie was concerned that nothing appeared in the material presented at the second public meeting about recycling and composting. Judy gave her Krzysztof Sadlej's email so she can contact him directly.

Site Plan Reviews: Rick Bell

Five sets of plans were reviewed on behalf of the EC for the Zoning Board and Planning Board over the summer, and 3 more will be reviewed in the coming weeks. In addition to suggestions about water management using permeable pavers and about using native plants, Rick has begun to add suggestions relating to green building practices including adding low-flow plumbing fixtures (EPA WaterSense) and energy efficient appliances (Energy Star); recycling building materials; providing a plan to recycle or reuse construction and demolition waste; indicating space for building occupants to store recyclables; designing the project to earn LEED certification; and using photo-voltaic panels, high performance windows and insulation in excess of code requirements.

No Kid Goes Hungry in 07901: Anna Tinker

Anna talked about the Junior League of Summit's "No Kid Goes Hungry in 07901" project, run by Amanda Block. In addition to reducing food insecurity, the project reduces food waste, an important environmental initiative. The project members distributed food on multiple occasions during the summer to Summit families, and on an ongoing basis via the Community Refrigerator Network on Sunday afternoons and evenings out of CPC. The food they

provide comes from local businesses, the Farmer's Market and the food bank. Summit's Community Garden will also provide food this fall.

Bike Plan: Beth Lovejoy

Not much happened over the summer with the bike plan due to the amount of other work going on in the City. Beth will arrange a meeting with the police to discuss the education and enforcement pieces of the new StreetSmart Campaign.

Ted Tolles is looking for people to help design a collection of themed bike ride maps to post online to encourage people to ride their bikes or to walk. Please contact Beth if you would like to help.

Shade Tree Advisory Committee: John Kilby

The Emerald Ash Borer has been found in Montclair. The STAC has publicized the problem in Summit with posters and information available during events and at various locations in town.

Summit has 499 ash trees on City property and the STAC estimates there are 3 to 4 times that number on private property. The EAB has a kill rate of 97%, and it is estimated that it will stay in a town for 20 years. The cost of preventive spraying is currently $9/inch (tree diameter) and the treatment last 2-3 years. The City forester is looking at the City trees to see which ones they will try to save.

The EAB travels primarily through firewood; local vendors of firewood have been informed of the problem.

The meeting was adjourned at 9 PM.
Respectfully submitted by Beth Lovejoy

Remaining Meeting dates for 2016:

All meetings will be held at 8 PM in the Whitman Room at City Hall.

10/17
11/14 (second Monday due to conflicts)
12/12 (second Monday but better for most people)

CITY OF SUMMIT ENVIRONMENTAL COMMISSION

Committee/Project Updates: October 2016

Planning Board/Master Plan: Judy Mandelbaum

There is a special meeting of the Planning Board on Wednesday, November 2 for public comment on the MP revision at 7:30 pm at City Hall. Please attend!

Earth Day Clean-Up, 2017: Beth Lovejoy

We should decide on a date for the 2017 ED Clean-Up. Summit school break is the week of April 10, and Passover is April 10-18, so April 22 looks like the best date. Please give me your input.

Passaic River Park Trails: Judy Mandelbaum

Work on the trails is ongoing, with Jeff Hankinson diligently working to keep them open and John Kilby doing pruning at the New Providence Ave. trailhead. David Naiman is organizing a group of Summit HS students to do trail work on Sunday, October 30th from 1-3, and Marian Glenn has graciously agreed to assist. Cording is planning to replace the dead plants at the trailhead in the next two weeks.

Home Energy Assessments: Beth Lovejoy

The City has done a second round of publicity for the home energy assessments (thanks to Amy Cairns), with posts on the City Facebook page and in the local press:
http://www.nj.com/independentpress/index.ssf/2016/10/summit_residents_encouraged_to_3.html
The Ciel website page for Summit is http://www.cielpower.com/summit.

Site Plan Reviews: Rick Bell

Five sets of plans were reviewed on behalf of the EC for the Zoning Board and Planning Board in the last month.

Bike Plan: Beth Lovejoy

Ted Tolles is still trying to meet with Aaron Scgrager about the status of work the Engineering Department is supposed to do to facilitate bicycling, and Beth is still trying to arrange a meeting with the police to discuss the education and enforcement pieces of the Street Smarts Campaign.

Ted Tolles is looking for people to help design a collection of themed bike ride maps to post online to encourage people to ride their bikes or to walk. Please contact Beth if you would like to help, or if you know anyone who would like to help.

GI 11/1/16

Summit Fire Department Monthly Fire Prevention Inspection Report
August 2016

as of 8-29-16

FIRE INSPECTIONS	Life Hazard	In-Service	Construction	Permits	Fire Drills	Aug-16	Aug-15	Year to Date 2016	Year to Date 2015
Theaters & Auditoriums							3	16	34
Nightclubs & Clubs	1	7	1	1		10	1	84	46
Restaurants	1	5	1			7	29	233	289
Churches	1	1				2	5	81	84
Professional Services	7	8	33	8		56	56	265	231
Florists/Laundries								17	8
School Day Care (*2 1/2 yr +)	11		5	3		19	15	169	146
Fabrication								8	25
Industrial Labs	6		5			11	14	53	46
A & D Centers	3	3				6	6	24	28
Hospitals		1	2			3	6	38	47
Child Care (Infants)	6					6	1	44	25
Jails, Retail, Gas Stations	2	3	2			7	35	88	111
Hotels/Motels	12					12		18	22
Rooming Houses	3	3				6	7	15	33
Multi-family apartments			5			5	8	95	78
One & Two family units			28			28	30	223	198
Storage, auto repair & lumber yds.	3	3				6	3	59	51
Metals, low storage & food products	1	8				9		17	12
Total All Inspections	57	42	82	12	-	193	219	1,547	1,514

FIRE EDUCATION PROGRAMS	Aug-16	Aug-15	2016	2015
			Year to Date	Year to Date
Fire Prev. Programs off-site	1	3	10	20
Fire Prev. Programs in-station	2	2	16	18
Fire Extinguisher Training			2	
Total	3	5	28	38

PLAN REVIEWS	Aug-16	Aug-15	2016	2015
			Year to Date	Year to Date
Total Plans Reviewed	40	38	278	237
Total Site Plans Reviewed	3	6	67	58

Prepared by Chief & Fire Official, Eric P. Evers

Summit Fire Department Monthly Fire Activity Response Report

August 2016

Fires	Aug-16	Aug-15	2016 To Date	2015 To Date
Fires Inside Structures	5	4	47	55
Fires Outside Structures				
Vehicle Fires			11	15
Tree/Brush/Grass/Refuse Fires	2	4	19	20
All Other Types of Fires	1		8	2
Mutual Aid Task Force Responses				
Total Fires	**8**	**8**	**85**	**92**
Emergencies				
Hazardous Conditions	15	14	86	122
Electrical Hazards	11	13	120	100
Motor Vehicle Accidents	5	1	44	28
Mutual Aid Station Coverage	1	1	13	6
Service Calls (Lock-Outs, Water Removal, etc.)	28	28	202	234
Good Intent Calls	19	30	169	165
Miscellaneous Calls (Assist Police, Stand-By, Special Services)	8	10	99	80
CO Detector Activations		1	11	18
Total Emergencies	**87**	**98**	**744**	**753**
Rescues				
Motor Vehicle Extrications	3	3	8	30
Elevator Emergencies, Searches, etc.	2		9	9
Emergency Medical Calls	25	43	267	288
Total Rescues	**30**	**46**	**284**	**327**
Alarm Activations				
Malicious False Alarms	1		3	4
Accidental, Malfunctions, Honest Mistakes	60	50	365	400
Total Alarm Activations	**61**	**50**	**368**	**404**
Total Number of Responses	**186**	**202**	**1481**	**1576**

Prepared by Lt. Kenneth Jenks

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New Jersey State League of Municipalities
Michael J. Darcy, CAE
Executive Director

Legislative Bulletin

September 2016
No. 4
2016-2017 Legislative Session

THE FOLLOWING BILLS WERE ENACTED AS THE PUBLIC LAWS OF 2016:

Chapter 14 — A-3617 — 6/30/2016

Extends expiration date of certain permits for one year in Superstorm Sandy-impacted counties.

Chapter 21 — S-1992 — 8/11/2016

Facilitates coordination of land use planning between civilian and military interests to preserve viability of federal military installations within State.

Chapter 23 — A-1663 — 8/1/2016

Requires DLPS to establish and make available to law enforcement agencies cultural diversity training materials and online tutorial.

Chapter 27 — S-2099 — 8/18/2016

Places two-year moratorium on moving date of Type II school district's annual school election from day of general election in November back to third Tuesday in April; creates study commission.

Chapter 29 — A-3851 — 8/18/2016

Authorizes certain local government entities to adopt policies for payment of certain claims through use of standard electronic funds transfer technologies.

Chapter 30 — A-3882 — 8/18/2016

Changes submission and notice requirements for short-term and long-term financing for environmental infrastructure projects.

Chapter 43 — A-3540 — 8/31/2016

Provides that certain corporations bidding for public contracts may submit federal Securities and Exchange Commission filings to comply with requirement to disclose certain interest holders; requires submission by limited liability companies.

A = Approved by the League
O = Opposed by the League

BILL NO. AND SPONSOR	BILL SUMMARY	CURRENT STATUS	LEAGUE POSITION
A-321 Singleton, Troy	Establishes pilot reentry court program.	Assembly Judiciary Committee	A
A-420 Eustace, Tim Handlin, Amy Lagana, Joseph Quijano, Annette Chiaravalloti, Nicholas	Requires PANYNJ to report monthly to counties within port district. ***We will ask for an amendment to provide municipal governing bodies with the same opportunities that the bill gives to freeholders.***	Assembly Transportation and Independent Authorities Committee	A*

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Copies of bills can be obtained on the internet at www.njleg.state.nj.us or by calling the League at (609) 695-3481 x114

Communication: NJ League - Legislative Bulletin - September 2016 (Minutes, Reports, Etc. from the Following)

BILL NO. AND SPONSOR	BILL SUMMARY	CURRENT STATUS	LEAGUE POSITION
A-1712 Dancer, Ronald Clifton, Robert	Deems dispute between local government and pipeline operator concerning danger posed by certain natural gas pipelines as contested case.	Assembly Telecommunications and Utilities Committee	**A**
A-1922/S-1500 Wisniewski, John Bucco, Anthony Danielsen, Joe Bucco, Anthony	Enhances consideration of fire safety issues during review of development applications. ***Unnecessary; most boards solicit appropriate comment already***	Assembly Housing and Community Development Committee/Senate Community and Urban Affairs Committee	**O**
A-2778/S-1143 Muoio, Elizabeth Maher Gusciora, Reed Schaer, Gary Turner, Shirley	Requires municipalities to conduct lead paint inspections in single- and two-family dwellings. ***The bill requires municipalities to assume the State's responsibility.***	Assembly Housing and Community Development Committee/Senate Community and Urban Affairs Committee	**O**
A-2888 Dancer, Ronald	Exempts disabled persons from the payment of municipal parking meter fees unless otherwise posted. ***Unnecessary and unenforceable.***	Assembly Human Services Committee	**O**
A-3253 Lagana, Joseph Eustace, Tim	Provides that public school used as polling place may not be open for classes on day of election. ***Will limit the availibility of schools as polling places.***	Assembly Education Committee	**O**
A-3491 Wimberly, Benjie E.	Establishes "County Government Criminal Justice Reform Administration Fund"; increases certain fees and assessments.	Assembly Judiciary Committee	**A**
A-3596 Brown, Chris A. Kean, Sean Schepisi, Holly	Clarifies that municipalities that failed to fill police vacancies created by retirements are eligible for "Safe and Secure Communities" grants.	Assembly Law and Public Safety Committee	**A**
A-3777 Dancer, Ronald	Allows relocation of certain exceptions from deed restrictions on preserved farmland. ***Not opposed to concept, but municipal approval should be required.***	Assembly Agriculture and Natural Resources Committee	**O**

Communication: NJ League - Legislative Bulletin - September 2016 (Minutes, Reports, Etc. from the Following)

BILL NO. AND SPONSOR	BILL SUMMARY	CURRENT STATUS	LEAGUE POSITION
A-3874 Peterson, Erik	Provides for county-municipal courts with limited, countywide jurisdiction. ***Reduces the discretion of locally elected and locally responsive municipal governing bodies.***	Assembly Judiciary Committee	O
A-3941 O'Scanlon, Declan Mukherji, Raj	Prohibits multiple employer coverage for health care benefits of public employee and requires payment based on employee's aggregate public income.	Assembly State and Local Government Committee	A
A-3948/S-2388 Land, R. Bruce Andrzejczak, Bob Van Drew, Jeff	Provides for immediate issuance of marriage and civil union licenses; provides for 72 hour waiting period prior to the ceremony. ***Places new burden on local government.***	Assembly Judiciary Committee/Senate Judiciary Committee	O
A-4040 Singleton, Troy Munoz, Nancy Mosquera, Gabriela	Requires training for law enforcement officers and assistant county prosecutors concerning handling of domestic violence cases. ***Oppose in-person training requirement; online training is more economical.***	Assembly Judiciary Committee	O
A-4042 Wisniewski, John McKeon, John	Clarifies notice requirements for third party claims under the "New Jersey Tort Claims Act." ***Expands municipal liability.***	Assembly Judiciary Committee	O
A-4048 Quijano, Annette Vainieri Huttle, Valerie	Imposes sales and use tax, transient accommodation fee, and authorizes local transient accommodation tax on charges for providing space for accommodation of transient guests in certain residences in this State.	Assembly Tourism, Gaming and the Arts Committee	A
S-330 Scutari, Nicholas	Requires police vehicles to be equipped with Global Positioning System tag devices. ***We are concerned about the sufficiency of the funding, provided by the bill, and we will request a fiscal note.***	Senate Law and Public Safety Committee	O
S-2180/A-3838 Oroho, Steven Space, Parker Phoebus, Gail	"New Jersey Rural Electric Cooperative Act."	Senate Budget and Appropriations Committee/Assembly Telecommunications and Utilities Committee	A

Communication: NJ League - Legislative Bulletin - September 2016 (Minutes, Reports, Etc. from the Following)

BILL NO. AND SPONSOR	BILL SUMMARY	CURRENT STATUS	LEAGUE POSITION
S-2415 Rice, Ronald	Establishes For-Hire Vehicle License Plate Task Force; requires issuance of uniquely colored license plate for certain for-hire vehicles and registration of certain for-hire vehicles.	Senate Transportation Committee	**A**
S-2459 Rice, Ronald	Requires health insurance consultants and carriers to provide certain information to certain local units, requires these local units to review this information.	Senate Community and Urban Affairs Committee	**A**
S-2473 Scutari, Nicholas	Requires public utility performing road excavation to repave part of road that was excavated if that road had been repaved in previous five years.	Senate Economic Growth Committee	**A**
S-2475 Scutari, Nicholas	Allows firefighter to serve as crossing guard.	Senate Law and Public Safety Committee	**A**
S-2490 Smith, Bob Bateman, Christopher	Provides for protection of public's rights under public trust doctrine. ***Well intended but appears to place a number of requirements on local government.***	Senate Environment and Energy Committee	**O**

Welcome to the 101st Annual League Conference!

Order your meal function tickets now, for the Annual League Conference.
For order forms go to: http://www.njslom.org/2016conf/meal-functions.html

Mayor's Box Luncheon

Wednesday, November 16 at Noon
Including Special Presentations:
MAYOR'S HALL OF FAME PRESENTATION
INNOVATION IN GOVERNANCE PRESENTATION
And the Commissioners Briefing

Women in Municipal Government Breakfast

Thursday, November 17 at 8 a.m.
Thirteenth Annual Women in Government Award Honorees
BARBARA GEORGE JOHNSON,
Executive Director for the
John S. Watson Institute for Public Policy,
Thomas Edison State University

And THE MAYORS WELLNESS CAMPAIGN

League Delegates Luncheon

Thursday, November 17 at Noon
Including:
Keynote: Governor Chris Christie (invited)

Public Sector Career Recognition Award
Chuck Richman, Commissioner
Department of Community Affairs

Distinguished Public Service Award
Arthur Ondish, Mayor, Mt. Arlington
Past President, New Jersey League of Municipalities
Past President, NJLM Educational Foundation

PRESS RELEASE

NEW JERSEY AMERICAN WATER

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Oct. 21, 2016

Judy Kelley
856-782-2344
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New Jersey American Water Reminds Customers to Conserve While Drought Warning is in Effect

VOORHEES, N.J. (Oct. 21, 2016) – The New Jersey Department of Environmental Protection (DEP) has issued a Drought Warning for the following 14 counties: Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union and Warren.

The Drought Warning designation is an exercise of the DEP's non-emergency authority and aims to reduce the likelihood or severity of an impending water shortage and/or water emergency. Under a Warning, the DEP may direct actions to be taken by water suppliers that seek to preserve and balance water supplies in the affected region(s).

During this period of diminished rainfall and lower reservoir storage levels, New Jersey American Water encourages its customers to use irrigation conservation measures and begin using an odd/even schedule for outdoor watering.

"With our customers' cooperation in conserving water, we can continue to effectively manage our supplies to meet our customers' needs," said Kevin Kirwan, vice president of Operations.

New Jersey American Water will continue to provide regular updates regarding any additional conservation measures, as well as the overall supply status.

More water conservation tips are available at the New Jersey American Water website at Wise Water Use.

# # #

New Jersey American Water, a subsidiary of American Water (NYSE: AWK) is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 2.7 million people. Founded in 1886, American Water is the largest publicly traded U.S. water and wastewater utility company. With headquarters in Voorhees, N.J., the company employs approximately 6,600 dedicated professionals who provide drinking water, wastewater and other related services to an estimated 14 million people in more than 40 states, as well as parts of Canada. More information can be found by visiting www.amwater.com.

Communication: NJ American Water Company, re Drought Warning in Effect (Newsletter)