



## Common Council of the City of Summit

Closed Session Agenda for Tuesday, July 10, 2018

**6:30 p m – 7:20 p m**

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

### ADEQUATE NOTICE

#### RESOLUTION – Authorize Closed Session

1. Collective Bargaining Matters - NJSA 10:4-12.B (4)
2. Purchase, lease or acquisition of property with public funds - NJSA 10:4-12.b (5)
3. Public safety tactics and techniques - NJSA 10:4-12.b (6)
4. Litigation and/or attorney-client privilege matters - NJSA 10:4-12.b (7)
  - Parkline Foundation
  - Recycling Contract
  - Council Committee Structure
5. Contract Negotiations (not collective bargaining) - NJSA 10:4-12.b (7)
6. Personnel and Appointments matters - NJSA 10.4-12.b (8)
  - Department of Community Programs Succession Plan
  - Police Department – Declare Vacancy – One (1) Police Officer
  - Parking Services Agency – Declare Vacancy – Parking Enforcement Officer
  - Parking Services Agency – Extend Leave With Pay – Parking Services Employee
  - Housing Authority
  - Memo - R. Licatese, re Unfilled Appointments
  - Mayor's Appointments:  
**(confirmation required)**
    - Arts Committee (7)
    - Community Programs Advisory Board (1)
    - Rent Commission (2P) (1L)
    - Technology Advisory Committee (1)
  - Council Appointments:
    - \*Economic Development Advisory Committee (3 At-large)
    - Parking Advisory Committee, Summit (1)
    - \*Recycling Advisory Committee (1 Scout Troop Rep, 1 citizen-at-large)
    - Shade Tree Advisory Board (1 Bldr/ Developer Rep.)

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

### ADJOURN CLOSED SESSION



## **Common Council of the City of Summit**

## **Regular Meeting Agenda for Tuesday, July 10, 2018 7:30 PM**

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

## **COMMITTEE MEETING SCHEDULE**

Committee - Time - Attendees - Office

## **BUILDINGS AND GROUNDS COMMITTEE**

Monday 6:00 pm – 7:00 pm Dept. of Community Services  
Fox, McTernan, Cascais

## **FINANCE and PERSONNEL COMMITTEE**

Monday 5:00 pm – 6:00 pm Large Conference Room  
Little, Ogden, Naidu, Mayor Radest, Rogers, Gerba

## **GENERAL SERVICES COMMITTEE**

Monday 4:00 pm – 5:00 pm Large Conference Room  
Ogden, Little, McNany, Leblein Josephs

## **SAFETY COMMITTEE (Police and Fire)**

## WORKS COMMITTEE

Monday 1:30 pm – 2:30 pm Dept. of Community Services  
Bowman, Fox, Cascais

## LAW COMMITTEE

Tuesday 6:00 pm – 6:30 pm Clerk's Law Library  
McTernan, Gould, Rogers, Licatese, Giacobbe, Kavanagh

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



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

## **CALL TO ORDER**

### **ADEQUATE NOTICE COMPLIANCE STATEMENT**

*Adequate notice of this meeting has been provided by the City Clerk's Office in the preparation of the Council Annual Meeting Notice, dated January 8, 2018, which was properly distributed and posted per statutory requirements.*

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

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

## **ROLL CALL**

## **PLEDGE OF ALLEGIANCE**

### **EXPLANATORY NOTE REGARDING CLOSED SESSION**

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

### **EXPLANATORY NOTE REGARDING HEARINGS AND COMMENTS**

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

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

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

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

## **APPROVAL OF MINUTES**

- Regular and Closed Session Meetings of June 19, 2018

## **REPORTS**

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

## **PRESENTATIONS**

- Capital Improvement Plan and Flood Mitigation Project Report - Joint Meeting of Essex and Union Counties

## **PUBLIC COMMENTS**

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

## **ORDINANCE(S) FOR HEARING**

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

<u>Number</u>	<u>Title</u>	<u>Introduction Date</u>
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### **BUILDINGS AND GROUNDS**

18-3171	An Ordinance Amending The Code Chapter XXXV, Development Regulations Ordinance, Article 1, General Provisions, Subsection 35-1.6, Definitions, And Article 4, Zoning, Subsection 35-4.3-9, CRBD Central Retail Business District Zone. <i>(Add definition of "museum and revise principal permitted uses in the CRBD Zone)</i>	06/06/18
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### **SAFETY**

18-3172	Amend the Code, Chapter VII, Traffic, Section 7-11 Through Streets, Stop Intersections and Yield Intersections, Subsection 7-11.2 Stop Intersections Designated. <i>(additional stop sign locations)</i>	06/19/18
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## **ORDINANCE(S) FOR FINAL CONSIDERATION**

*No comments are permitted at this point since the hearing is closed.*

<u>Number</u>	<u>Title</u>	<u>Introduction Date</u>
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### **BUILDINGS AND GROUNDS**

18-3171	An Ordinance Amending The Code Chapter XXXV, Development Regulations Ordinance, Article 1, General Provisions, Subsection 35-1.6, Definitions, And Article 4, Zoning, Subsection 35-4.3-9, CRBD Central Retail Business District Zone. <i>(Add definition of "museum and revise principal permitted uses in the CRBD Zone)</i>	06/06/18
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## **SAFETY**

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## **RESOLUTIONS**

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

## **FINANCE/PERSONNEL**

(ID # 5796)	1. Authorize 2018 Salaries Effective July 1, 2018
(ID # 5822)	2. Extend Leave With Pay - Parking Services Agency Employee <i>(Pending Closed Session discussion)</i>
(ID # 5811)	3. Appoint Members - Summit Economic Development Advisory Committee <i>(Pending Closed Session discussion)</i>

## **GENERAL SERVICES**

(ID # 5782)	1. Authorize Execution of Agreement with Union County to Modify the Cooperative Agreement Dated June 17 2014, as Amended July 25, 2017
(ID # 5805)	2. Authorize Professional Services Agreement in Excess of \$17,500.00 - 2018 Social Services - \$35,600.00
(ID # 5817)	3. Declare Vacancy - One (1) Part-Time Collections Assistant <i>(Pending Closed Session discussion)</i>

## **WORKS**

(ID # 5828)	1. Award Bid - 2018 Curb and Sidewalk Project - \$127,84.50
(ID # 5787)	2. Authorize Execution of Deed Restriction - Division of Public Works Facility at 41 Chatham Road
(ID # 5816)	3. Authorize Extension of Shared Services Agreement with New Providence - Wastewater Operations and Maintenance - July 1, 2018 through December 31, 2018
(ID # 5781)	4. Authorize Change Order #1 & Final - 2017 Curb and ADA Ramp Project - (-\$25,193.00)
(ID # 5780)	5. Authorize Change Order #1 & Final - Alley Way Improvement Project (-\$13,134.92)
(ID # 5809)	6. Appoint Recycling Advisory Committee Members <i>(Pending Closed Session discussion)</i>

## **BUILDINGS AND GROUNDS**

(ID # 5565)	1. Acknowledging Encroachment of Arborvitaes Into the Public Right-of-Way - Block 2806, Lot 1.01 - 36 Blackburn Place
(ID # 5806)	2. Professional Planner Services - Broad Street West Re-Development
(ID # 5762)	3. Establish Transfer Station Task Force
(ID # 5830)	4. Support Year 2 - Hometown Heroes Banner Project

## **SAFETY**

(ID # 5807)	1. Authorize State Contract Purchases - 3 Year Lease/Purchase of (4) Police Vehicles - \$41,079.15 Per Year
(ID # 5812)	2. Authorize State Contract Purchase - Police Department Radios - \$175,991.45
(ID # 5808)	3. Declare Vacancy - One (1) Police Officer ( <i>Pending Closed Session discussion</i> )

## **CONSENT AGENDA**

### **BUILDINGS AND GROUNDS**

(ID # 5801)	Authorize Refunds for Withdrawn Construction Permits - 5 Plain Street - #18-68760
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### **WORKS**

(ID # 5754)	1. Authorize Bid Advertisement - Hobart Avenue Section 1 Improvement Project
(ID # 5707)	2. Refund Performance Bond Release and Cash Portion - 767 Springfield Avenue (PB 15-234) - \$217,734.88
(ID # 5799)	3. Authorize Refund of Storm Sewer Connection Deposit - 8 Friar Tuck Circle

### **FINANCE/PERSONNEL**

(ID # 5791)	1. Amend Budget - Chapter 159 - Clean Communities Grant
(ID # 5797)	2. Amend Budget - Chapter 159 - Emergency Management Assistance Grant
(ID # 5798)	3. Amend Budget - Chapter 159 - Alcohol Education Rehab & Enforcement
(ID # 5800)	4. Amend Budget - Chapter 159 - NJ DOT Deforest Avenue Improvement Grant
(ID # 5803)	5. Cancel 2018 Sewer Utility Charges
(ID # 5819)	6. Refund Overpayment of 2018 Sewer Utility Charge

(ID # 5802)	7. Authorize Refund Overpayment of Second Quarter 2018 Taxes
(ID # 5810)	8. Authorize Refund of Property Use Escrow - Our House Foundation and American Legion
(ID # 5804)	9. Authorize Refunds - Department of Community Programs
(ID # 5493)	10. Authorize Parking Refunds - Summit SmartCard, Prepaid Parking, and Overnight Parking Permits
(ID # 5727)	11. Authorizing Payment of Bills

**COUNCIL MEMBERS' COMMENTS/NEW BUSINESS**

**ADJOURNMENT REGULAR MEETING**

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

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

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

**CORRESPONDENCE**

Purchasing Letter - 2018 Curb and Sidewalk Project

RECEIVED AND FILED

**GENERAL INFORMATION**

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

**Minutes, Reports, etc. from the following:**

Joint Meeting of Essex & Union Counties - 2017 Annual Audit Report

## **ORDINANCES AND RESOLUTIONS EXPLANATION:**

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

### **Ordinances:**

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

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### **Resolutions:**

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

City Clerk's Office



ORDINANCE #	18-3171
Introduction Date:	6/6/2018
Hearing Date:	7/10/2018
Passage Date:	
Effective Date:	

**An Ordinance Amending The Code Chapter XXXV, Development Regulations Ordinance, Article 1, General Provisions, Subsection 35-1.6, Definitions, And Article 4, Zoning, Subsection 35-4.3-9, CRBD Central Retail Business District Zone. (Add definition of "museum and revise principal permitted uses in the CRBD Zone)**

*Ordinance summary: The purpose of this Ordinance is to amend Chapter XXXV, DEVELOPMENT REGULATIONS Ordinance, Article 1, entitled "General Provisions," to add the definition of "museum" and Article 4 entitled "Zoning" to revise the principal permitted uses of the CRBD Central Retail Business District Zone.*

### **PURPOSE**

The purpose of this Ordinance is to amend **ARTICLE 4** of **Chapter XXXV, DEVELOPMENT REGULATIONS** of the Code known as "Zoning" to revise the principal permitted uses of the CRBD Central Retail Business District Zone.

WHEREAS, the Summit Downtown Board of Trustees, at a Trustee meeting on August 2, 2017, discussed the propriety of permitting additional nonresidential uses in the Special Improvement District, recognizing increased competition with online shopping and its impact on 'brick and mortar' retail sales establishments, and thus offered recommendations for additional commercial uses for the first floors of buildings in Downtown Summit, and

WHEREAS, the Summit Downtown Board of Trustees also recommended a minimum zoning standard for window area (glazing) on first floor storefronts consistent with the character of existing storefronts in Downtown Summit, including recent storefront renovations, and

WHEREAS, the Planning Board, upon consideration of the above recommendations of the Summit Downtown Board of Trustees, finds these recommendations appropriate, and supplemented their list with additional uses the Board felt would complement the CRBD Zone, and

WHEREAS, the Common Council of the City of Summit desires to amend the City's Development Regulations Ordinance to revise the permitted uses of the CRBD Central Retail Business District pursuant to the authority of the Common Council under N.J.S.A. 40:48-1 et seq. and N.J.S.A. 40:55D-62.

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

Section 1. That CHAPTER XXXV, ARTICLE 1, GENERAL PROVISIONS, SUBSECTION 35-1.6 DEFINITIONS, of the Code, be and it is hereby amended and supplemented to read as follows:

**MUSEUM** - An organized and permanent public or quasi-public facility, in which objects of historical, scientific, artistic, or cultural interest are stored and exhibited on a regular schedule, including art exhibitions, historic sites and exhibits, botanical gardens, and planetariums, which are generally noncommercial in nature.

Section 2. That CHAPTER XXXV, ARTICLE 4, ZONING, SUBSECTION 35-4.3-9 CRBD Central Retail Business District Zone, of the Code, be and it is hereby amended and supplemented to read as follows:

#### **35-4.3-9 CRBD Central Retail Business District Zone**

##### A. Principal Permitted Uses.

6. Theaters, including movie theaters, performing arts centers and event spaces for arts and entertainment.
9. Instructional schools and studios, including but not limited to, dance, yoga, exercise, culinary, creative arts and crafts, music, martial arts, academic and athletic instruction, subject to the following where located on the first floor facing a street:
  - a. A minimum of sixty (60%) percent of the street-facing facade that is between two (2) feet and eight (8) feet in height must be comprised of clear windows;
  - b. Doors shall be provided with at least forty (40%) percent of glass panels in order to maximize the visibility of the interior space;
  - c. Windows shall not be obscured with elements that prevent pedestrians from seeing inside;
  - d. Window displays shall not include full height backdrops that block view into the interior space.

12. Galleries and museums.

14. Indoor recreational uses, including but not limited to roller and ice skating rinks, racquetball and squash facilities, bowling alleys, arcades, escape rooms, billiards, educational play centers and virtual experience centers, except adult entertainment. Indoor recreational uses expressly prohibited in the CRBD include tennis and soccer facilities and shooting ranges.
15. Winery and brewery uses, including tasting rooms, microbreweries, distilleries, wine making and similar activities. (Proper licensing required based on New Jersey State Alcohol and Beverage Control).

E. Design Guidelines. Development in the CRBD Zone shall be subject to the design requirements of subsection 35-5.3 which includes architectural guidelines for minimum window area, façade materials and details and dimensions, among other standards.

**Section 3. SEVERABILITY.**

If any paragraph, section, subsection, sentence, sentence clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision of such holding shall not affect the validity of the remaining paragraphs or sections hereof.

**Section 4. INCONSISTENCY.**

All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**Section 5. EFFECTIVE DATE.**

This Ordinance shall take effect upon final passage and publication according to law and filing with the County Planning Board in accordance with *N.J.S.A 40:55D-16*.

(Latest additions are indicated by underline, deletions by ~~strikethroughs~~)

Dated:

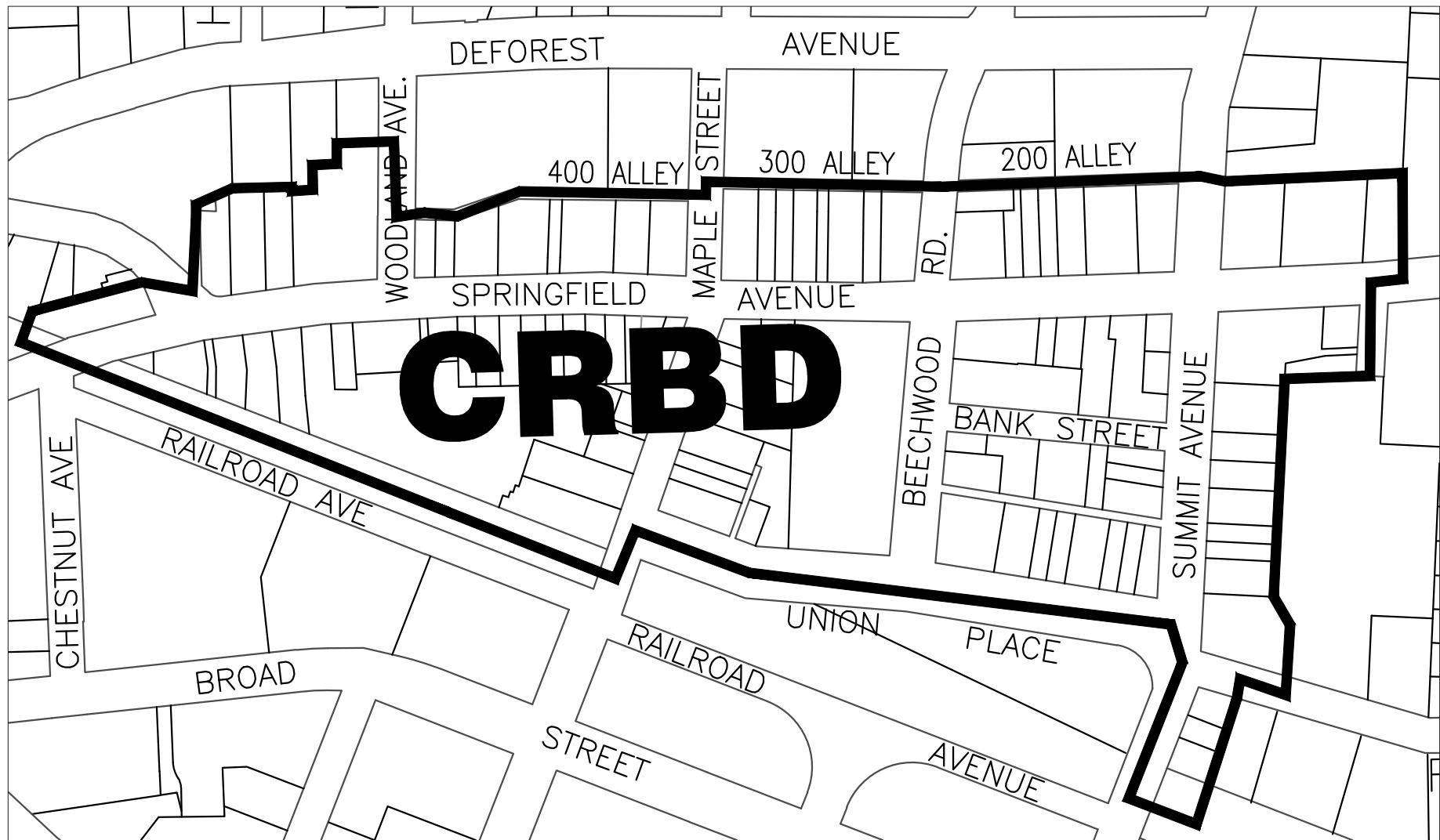
I, Rosalia M. Licatiese, City Clerk of the City of Approved:

Summit, 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



## CENTRAL RETAIL BUSINESS DISTRICT SUMMIT, NEW JERSEY

Ordinance Intro 6/6/18  
ID #5753

# THE CITY OF SUMMIT

## NEW JERSEY

CHRIS NICOLA  
LAND USE ASSISTANT  
DCS

City Hall 512 Springfield Avenue Summit NJ 07901

Telephone 908 273 - 6407  
Fax 908 608 - 1214  
[cnicola@cityofsummit.org](mailto:cnicola@cityofsummit.org)

June 26, 2018

Rosemary Licatese  
City Clerk/Secty to Mayor & Council  
City of Summit  
512 Springfield Avenue  
Summit NJ 07901

RE: Pending Ordinance #18-3171 – AN ORDINANCE AMENDING THE CODE, CHAPTER XXXV, DEVELOPMENT REGULATIONS ORDINANCE, ARTICLE 1, GENERAL PROVISIONS, SUBSECTION 35-1.6, DEFINITIONS, AND ARTICLE 4, ZONING, SUBSECTION 35-4.3-9, CRBD CENTRAL RETAIL BUSINESS DISTRICT ZONE (Add definition of “museum” and revise principal permitted uses in CRBD Zone)

Dear Ms. Licatese:

Pursuant to N.J.S.A. 40:55D-26, the Summit Planning Board (at the June 25, 2018 meeting) discussed the above referenced ordinance in relation to the referral received by Common Council via your correspondence dated June 9, 2018

The Board unanimously agreed that the ordinance was consistent with the City’s approved and endorsed Master Plan.

Please advise if anything further is required.

Sincerely,



Chris Nicola  
Land Use Assistant

CC: William Anderson, Board Chairman  
Clifford Gibbons, Board Attorney  
Paul Cascais, DCS Director



# SAFETY (OH) # 1

ORDINANCE #	18-3172
Introduction Date:	
Hearing Date:	
Passage Date:	
Effective Date:	

## **Amend the Code, Chapter VII, Traffic, Section 7-11 Through Streets, Stop Intersections and Yield Intersections, Subsection 7-11.2 Stop Intersections Designated. (additional stop sign locations)**

*Ordinance Summary: This ordinance amends Chapter VII, Traffic, Section 7-11, Through Streets, Stop Intersections and Yield Intersections, subsection 7-11.2, Stop Intersections Designated, to add additional stop sign locations.*

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

Section 1. That Section 7-11 **THROUGH STREETS, STOP INTERSECTIONS AND YIELD INTERSECTIONS**, Subsection **7-11.2, Stop Intersections Designated**, of the Code shall be amended and supplemented as follows:

Pursuant to the provisions of N.J.S.A. 39:4-140, the following described intersections are hereby designated as STOP intersections. STOP signs shall be installed as provided therein.

Intersection:

*Stop Signs on:*

<u>Whittredge Road/ Hobart Avenue</u>	<u>Whittredge Road (East and West)</u>
<u>Essex Road/ Whittredge Road</u>	<u>Essex Road (North and South)</u>
<u>Maple Street/ Oakland Place</u>	<u>Maple Street (North and South)</u>
<u>Lafayette Avenue/ Madison Avenue</u>	<u>Lafayette Avenue</u>
<u>Plymouth Road/ Silver Lake Drive</u>	<u>Plymouth Road</u>

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

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

Dated:

I, Rosalia M. Licatiese, City Clerk of the City of Summit, do hereby certify that the foregoing ordinance was duly passed by the Common Council

Approved:

of said City at regular meeting held on Tuesday evening,

Mayor

City Clerk



# SUMMIT POLICE DEPARTMENT

## SUPPORT SERVICES DIVISION

### MEMORANDUM



To: Chief Robert K. Weck  
From: Lt. David L. Richel  
Re: Stop Sign Locations Ordinance  
Date: April 11, 2018

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I added new stop sign locations to the stop sign ordinance. The new intersections were added to improve safety and traffic through specific intersections. We have added 3 four way stops. All additional stop signs have been discussed with the City Engineer, and he is in agreement with all of the new additions. The intersections are listed on the attached ordinance draft.

**AUTHORIZE 2018 SALARIES EFFECTIVE JULY 1, 2018**

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

That, effective July 1, 2018, or as of the date indicated, the officers of the City be and they are hereby authorized and directed to pay the annual salaries as listed herein.

<u>EMPLOYEE</u>	<u>TITLE</u>	<u>SALARY</u>
CAIRNS, AMY	P/T PUBLIC INFORMATION OFFICER	\$81,754
COPPINGER , MARIA	DEPUTY CITY CLERK	62,064
LICATESE, ROSALIA	CITY CLERK	125,452
MELISSA BERGER	ASSISTANT CITY TREASURER	82,664
GOODE, GREGORY	FINANCE ACCOUNTING CLERK	54,792
FLYNN, BRYAN	P/T DEPUTY TAX ASSESSOR	56,983
O'CONNOR, TIMOTHY	TAX ASSESSOR	106,443
ORTMAN, JENNIFER	PD RECORDS CLERK I	53,976
MATIAS, RICARDO	ASSISTANT CITY ENGINEER	117,561
NICOLA, CHRISTOPHER	DCS SECRETARY III	47,645
GUIDA, DAVID	DCP PROGRAM SUPERVISOR	64,240
LEBLEIN-JOSEPHS, JUDITH	DIRECTOR DCP	146,596
MASTERFANO	P/T SENIOR COORDINATOR	47,320
MAURO, N GAYLE	REGISTRA VITAL STATISTICS	79,139
KOSTROWSKI, JOHN	P/T PLUMBING INSPECTOR	73,990
THOMAS-PIERCE, SHARLYN	P/T DCS SECRETARY	25,023
HORN, KATHLEEN	ENFORCEMENT OFFICER	65,121
HUANG, SANDRA	P/T BOOKKEEPER	26,806
SAWICKI, NICOLE	PARKING SECRETARY II	62,983
ALESANDRO, MICHAEL	POLICE OFFICER	49,127
BRUNETTO, JOHN	POLICE OFFICER	82,889
FRANCHINO JR, LEONARD	POLICE OFFICER	54,754
GARITA, RUDDY	POLICE OFFICER	54,754
LUDENA, HENRY	POLICE OFFICER	82,889

THOMPSON, SEAN	POLICE OFFICER	54,754
NELSON, DONALD	DEPUTY FIRE CHIEF	169,349
BONCZO, JOHN	FIRE FIGHTER	71,304
DELUCA, FRANK	FIRE FIGHTER	116,890
DUETSCH, TIMOTHY	FIRE FIGHTER	114,765
ESPOSITO, CHRISTOPHER	FIRE FIGHTER	106,264
LEMONS, MATTHEW	FIRE FIGHTER	64,728
PENN, THOMAS	FIRE FIGHTER	64,728
BALDWIN, MATTHEW	MAINTENACE WORKER	50,634
BARAJAS, LUIS	MAINTENANCE WORKER	47,019
FELTER, THOMAS	MAINTENANCE WORKER	47,019
GUANILL, JOSEPH	FOREMAN	66,246
LIBERATO, SALVATORE	MAINTENANCE WORKER	45,872
PARADISE, PETER	TREE CLIMBER	65,556
PRIORE, PATRICK	FOREMAN	82,106
ROGERS, KEVIN	OPERATOR	65,556
WILLIAMS, THEODORE	MAINTENANCE WORKER	48,194

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



**Finance and Personnel Committee**  
R - Finance/Personnel

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5796)**

DOC ID: 5796

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: June 19, 2018

This resolution authorizes salary increases for employees due step and/or longevity increase as of July 1, 2018.

Resolution (ID # 5822)  
July 10, 2018

**EXTEND LEAVE WITH PAY - PARKING SERVICES AGENCY EMPLOYEE (PENDING  
CLOSED SESSION DISCUSSION)**

Resolution pending Closed Session discussion.

Resolution (ID # 5811)  
July 10, 2018

**APPOINT MEMBERS - SUMMIT ECONOMIC DEVELOPMENT ADVISORY COMMITTEE  
(PENDING CLOSED SESSION DISCUSSION)**

Pending Closed Session discussion.

Resolution (ID # 5782)  
July 10, 2018

**AUTHORIZE EXECUTION OF AGREEMENT WITH UNION COUNTY TO MODIFY THE  
COOPERATIVE AGREEMENT DATED JUNE 17 2014, AS AMENDED JULY 25, 2017**

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

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

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

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

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

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

That the agreement entitled "COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF UNION AND CERTAIN MUNICIPALITIES FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES," dated June 17, 2014, as amended on July 25, 2017, for the Purpose of Inserting a Description of Activities for Fiscal Year 2018-2019 of the Union County Community Development Block Grant program, the HOME Investment Partnership program, and the Emergency Shelter Grant program (ESG), a copy of which is attached hereto; be executed by the Mayor and Municipal Clerk in accordance with the provisions of law.

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

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

# HOUSING AUTHORITY of the CITY OF SUMMIT

## *Office of the Executive Director*

### **MEMORANDUM**

**Date:** 6/19/2018

**To:** Rita McNany, General Services Committee

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

**Re:** Shared Services Agreement with the County of Union for FY 2018-2019 CDBG grants

As per the 6/1/18 correspondence received from the County of Union, HUD is requiring the county to execute a Shared Services Agreement (formerly known as an Inter-Local Services Agreement) for any FY 2018-2019 CDBG grants.

The Shared Services Agreement is the annual perfunctory agreement between the county and the city enabling distribution of this years (2018-2019) approved CDBG grants to the City of Summit.

Adoption of the attached sample resolution is recommended.

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

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

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

Thanks.

Cc: R. Licatise, City Clerk, City of Summit  
M. Coppinger, Deputy City Clerk, City of Summit

36340

**AUTHORIZE EXECUTION OF AGREEMENT WITH  
THE COUNTY OF UNION TO MODIFY  
THE COOPERATIVE AGREEMENT  
DATED JUNE 2011**

June 17, 2014

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

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

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

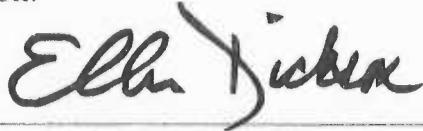
WHEREAS, it is necessary to amend an existing Cooperative Agreement for the County of Union and its people to benefit from this program, and

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

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

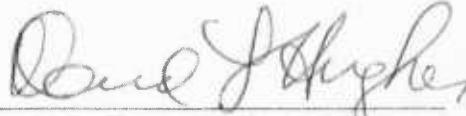
That the agreement entitled "COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF UNION AND CERTAIN MUNICIPALITIES FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES," dated June 2011, for the Purpose of Inserting a Description of Activities for Fiscal Year 2014-2015 of the Union County Community Development Block Grant program, the HOME Investment Partnership program, and the Emergency Shelter Grant program (ESG), a copy of which is attached hereto; be executed by the Mayor and City Clerk in accordance with the provisions of law.

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



Ellen Dickson, Mayor

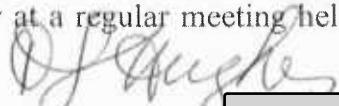
ATTEST:



David L. Hughes, City Clerk

Dated: June 17, 2014

I, David L. Hughes, 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, June 17, 2014.



**AUTHORIZE EXECUTION OF AGREEMENT WITH THE  
COUNTY OF UNION TO MODIFY THE COOPERATIVE  
AGREEMENT DATED JUNE 2014**

July 25, 2017

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

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

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

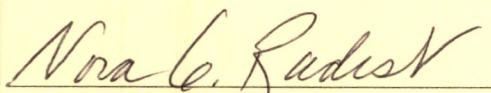
WHEREAS, it is necessary to amend an existing Cooperative Agreement for the County of Union and its people to benefit from this program, and

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

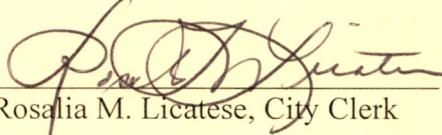
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the agreement entitled "COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF UNION AND CERTAIN MUNICIPALITIES FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES," dated June 2014, for the Purpose of Inserting a Description of Activities for Fiscal Year 2017-2018 of the Union County Community Development Block Grant program, the HOME Investment Partnership program, and the Emergency Shelter Grant program (ESG), a copy of which is attached hereto; be executed by the Mayor and City Clerk in accordance with the provisions of law.

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

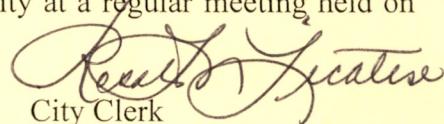
  
Nora G. Radest, Mayor

ATTEST:

  
Rosalia M. Licatise, City Clerk

Dated: July 25, 2017

I, Rosalia M. Licatise, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 25, 2017.

  
Rosalia M. Licatise  
City Clerk

COOPERATIVE AGREEMENT BETWEEN  
THE COUNTY OF UNION AND PARTICIPATING MUNICIPALITIES  
FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES

THIS COOPERATIVE AGREEMENT ("Agreement"), dated this 17 day of JUNE 2014, by and between the County of Union, a body politic and corporate of the State of New Jersey ("County"), with its principal address at 10 Elizabethtown Plaza, Elizabeth, NJ 07207 and the City of Summit, a municipal corporation of the State of New Jersey ("Municipality") with its principal address at 512 Springfield Avenue, Summit NJ 07901.

WHEREAS, Title I of the Housing and Community Development Act of 1974 provides for substantial Federal Funds being made to certain Urban Counties for use therein through the Community Development Block Grant ("CDBG") Entitlement Program; and

WHEREAS, Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act provides for the Emergency Solutions Grants program ("ESG") which permits for substantial Federal Funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living; and

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 ("NAHA") established the HOME Investment Partnership Program ("HOME") which provides substantial Federal Funds to qualified local jurisdictions including the County and its participating Municipalities; and

WHEREAS, the County desires to requalify for Entitlement Status as an Urban County; and

WHEREAS, these Acts establish certain criteria which must be met in order for a County to be the recipient of said funding; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) provides a mechanism through which Counties and Municipalities may enter into agreements for the provision of joint services; and

Now, in consideration of the mutual covenants and agreements set forth herein, the County and the Municipality hereby agree as follows:

- A. Authorization by County and Municipality - The Board of Chosen Freeholders of the County of Union and the governing body of the Municipality authorize this agreement. The County Manager of the County of Union and the chief executive officer of the Municipality shall execute this agreement. Each such signatory agrees to cooperate will

all other signatories and be bound if all had signed the same Agreement, if the Agreement is signed in counterpart.

B. Legal Authority - Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the Office of the County Counsel for compliance therewith and it is the opinion of the County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law. Further, the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

C. Programs Covered - This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs.

D. Responsibilities of Participating Municipality - The execution of this Agreement by the appropriate officials of the participating Municipality signifies that the Municipality understands that it:

1. May not apply for grants from appropriations under the state CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program; and
2. May receive a formula allocation under the HOME Program only through the County's Urban County allocation. Thus, even if the County does not receive a HOME formula allocation, the participating Municipality cannot form a HOME consortium with other Municipalities.
3. May receive a formula allocation under the ESG Program only through the Urban County.

E. Time Period Covered; Automatic Renewal - This agreement covers activities to be carried out with annual CDBG funds from Federal fiscal years 2015, 2016, and 2017 (FY 2015-2017) appropriations, and for successive three (3) year periods, as provided in the Housing and Community Development Act unless the County or the Municipality provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such Agreements are used, the Agreement must state that, by the date specified in HUD's Urban County qualification notice for the next qualification period, the Urban County will notify the Municipality in writing of its right not to participate. A copy of the County's notification to the Municipality must be sent to the HUD Field Office by the date specified in the Urban County qualification schedule in Section II.

Both the County and the Municipality must adopt any amendments to this Agreement incorporating changes necessary to meet the requirement for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year Urban County qualification period and to submit such amendment to HUD.

F. This Agreement remains in effect until the CDBG (and where applicable, the HOME and ESG) funds and programs income received (with respect to activities carried out during the three (3) year qualification period and any successive qualification periods) are expended and the funded activities completed and that the County and Municipality cannot terminate or withdraw from the Cooperation Agreement while it remains in effect.

G. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

1. The County and the Municipality are obligated to take all action necessary to assure compliance with the Urban County's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.
2. The County and the Municipality are obligated to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.
3. The County and the Municipality are prohibited from using Urban County funding for activities in, or in support of, any Municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with the County's fair housing certification.

H. Municipality's Policies Relative to Civil Rights Demonstrations - The execution of this Agreement by the appropriate officials of the Municipality signifies that the Municipality has adopted and is enforcing the following policies:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

I. Pursuant to 24 CFR 570.501(b), every participating Municipality is subject to the same requirements applicable to subrecipients of the Federal Funds, including the requirement of a written agreement set forth in 24 CFR 570.503. Pursuant to 24 CFR 570.501 and 24 CFR 570.503, the County shall enter into a written agreement with the Municipality prior to the disbursement of any funds for an approved project. No project may be undertaken or services provided in any Municipality without the approval of the governing body of the Municipality, which approval shall be established as provided in

Subsection (d) above in addition to such other approvals as may be required by law. The Municipal approval of any projects or services shall not be a restriction or veto on the implementation of the approved Consolidated Plan.

The Municipality may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. This requirement is codified in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

J. Community Development Planning Process

1. Purpose. The purpose of this Agreement is to establish a legal mechanism through which the County government may apply for, receive, and disburse Federal Funds available to establish Urban Counties under Title I of the Housing and Community Development Act of 1974, the CDBG Entitlement Program, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 ("NAHA"), the HOME Program, and through Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Acts, the ESG program. This Agreement is made to undertake or assist in undertaking such actions in cooperation with the participating Municipalities as may be necessary to participate in the benefits of these programs. Federal CDBG funds received by the County shall be for such functions as water and sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Federal HOME funds received by the County shall be for such functions that expand the supply of decent, affordable housing for low and moderate-income families. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically Urban renewal and publicly assisted housing, and such other purposes as are authorized by the Act. Nothing contained in this Agreement shall deprive any Municipality of any powers of zoning, development control or other lawful authority which it presently possesses, nor shall any participant be deprived of any state or federal aid to which it might be entitled in its own right, except as herein provided.
2. Establishment of Committee - There is hereby established a cooperative CDBG Committee, consisting of two (2) representatives from each participating Municipality and two (2) representatives of the County, each to be appointed for one year periods coinciding with the calendar year. The governing body and the chief executive of each participating agency shall make one (1) appointment each.
3. Responsibilities of Committee - The CDBG Committee shall elect a chairman. A quorum shall be required to approve a grant application. A quorum shall enable the committee to take formal action on policy matters, including contingency

requests, contract amendments, and major budget modification. A quorum consists of ten (10) Municipalities and the County.

- a) With the concurrence of the Board of Chosen Freeholders an Administrative Liaison Officer shall be designated. He shall be an employee of the County. He shall within the limits of resources available, provide technical and administrative support to the CDBG Committee, and shall provide liaison between the CDBG Committee and the Board of Chosen Freeholders.
- b) The CDBG Committee shall meet promptly after its establishment and thereafter as often as required. It shall establish rules of procedure as may be required.
- c) The CDBG Committee shall study and discuss the community development needs of the County which affect the participating Municipality, and shall determine the most effective and acceptable utilization of CDBG funds available to the County government. It shall recommend to the Board of Chosen Freeholders an application for participation in Federal funding, and towards that end it shall, in the manner herein prescribed, be authorized to develop a Five (5) Year Consolidated Plan for the County, including a housing assistance program, and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the CDBG Program.
- d) The CDBG Committee shall develop, in full consultation with the County planning board and all affected agencies of the Municipality involved, priorities for actual utilization of such funds as are made available from the Federal Government under this Title. The CDBG Committee shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a Municipality to receive the monies to carry it out, or for some other combination of local or State agencies. Such implementation mechanism shall be established either by means of a separate contract entered into between the County government, upon the approval of the CDBG Committee, and the Municipality in which the activity or function is to take place, pursuant to the provisions of the Uniform Shared Services and Consolidation Act, subject to the same approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant documents become part of this agreement and should be submitted to HUD with it.

e) Every Municipality participating in the CDBG committee may request participation in the expenditure of the Federal Funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the CDBG Committee through its members of the CDBG Committee.

K. Standards of Performance - Every Shared Services Agreement established pursuant to this agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act and by the Housing and Community Development Act.

L. Estimated Cost and Allocations - The amount of Federal Funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendations of the Committee, subject to any modifications made by HUD. Any Federal Funds received by letter of credit or otherwise shall be placed in a County Trust Funds established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expanded from this Trust Fund by the County or by payment to the particular Municipality pursuant to a specific contract. Neither the committee, the County, nor any participating Municipality may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this Agreement may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

M. Designation of Administrative Liaison Officer - The Administrative Liaison Officer selected pursuant to section I, 3(a) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

N. Agreement As to Specific Activities - Attached hereto and made a part of this agreement between the County of Union and certain Municipalities are exhibits which set forth the specific activities for each and every Municipality participating in the program. In particular each of these exhibits describe:

1. community development needs;
2. long-term community development objectives;
3. short-term community development objectives;

4. a program for community development activities to be undertaken by and/or on behalf of the Municipality and within a year of related and official approval of the current application by HUD for CDBG funds;
5. a community development cost estimates and related budget for the current year program;
6. a survey of housing conditions;
7. housing assistance needs of lower income households;
8. annual and three (3) year goals for housing assistance; and,
9. the general location of lower income housing, as applicable.

The County will prepare the application for the above activities and assist in the administration thereof.

O. Identification of Participants and Authorized Officials - The chief executive officers of the participating Municipalities and as identified in the attached exhibits, shall bear responsibility for compliance with the proper implementation of the activities in their respective Municipalities and as described herein.

Full ultimate responsibility for compliance with the proper implementation of the activities described herein rests with the applicant, the County of Union, New Jersey. For purposes of this agreement, the County Manager represents the County.

P. Fund Transmittal Procedures and Standards - The means of paying for a local project and transmitting the funds from the Federal Government under the applicable Title of the Housing and Community Development Act of 1974 through the Trust Account created pursuant to N.J.S.A. 40A:4-39 to the Municipality shall be as follows:

1. The Municipality shall provide for any and all legal budgetary appropriations, together with all appropriations which are to be made by rider as shall be available through the Trust Account as herein above mentioned;
2. After the appropriations have been provided for the Municipality shall, in accordance with the Local Public Contracts Law, prepare the necessary plans and specifications for the local project and secure bids pursuant to the statute. It shall in all respects comply with the statutory laws of the State of New Jersey for public improvements;
3. The Clerk of the Municipality shall certify to the Union County Board of Chosen Freeholders compliance with Paragraphs 1 and 2 hereof, and submit all proofs of compliance therewith including Affidavits of Publication, Minutes of receipt of bids and awards;
4. Any and all contracts for any project shall be between the Municipality and the contractor or sub-contractors, as the case may be, in accordance with the Local Public Contracts Law; and

5. Any and all payments in pursuance of the contract entered into under Paragraph 4 shall be made by and through the Treasurer of the Municipality and the source of funds thereunder shall be as follows:
  - a) Those payments first to be made by the Treasurer/Finance Director of the Municipality shall be from funds derived or secured through the bonding ordinances or bond anticipation notes or appropriations authorized issued by the Municipality to the full extent of said appropriations.
  - b) Prior to the delivery of the funds by the County Treasurer to the Municipality, the Treasurer/Finance Director of the Municipality shall submit a schedule of all payments heretofore made by the Treasurer/Finance Director of the Municipality to the contractor or contractors working on said project together with copies of the certification of the architect setting forth that said work had been completed and that said contractors were entitled to said payment which schedules and certification shall be submitted to the Administrative Liaison for his/her examination and verification.
  - c) Thereafter the payment of funds by the Treasurer/Finance Director of the Municipality shall be from those funds secured and held in the Trust Account pursuant to N.J.S.A. 40A:4-39. Payments from said Trust Account shall be made upon written request from the Treasurer/Finance Director of the Municipality on a County voucher to the County Treasurer at least one week prior to date of payment. The County Treasurer shall thereafter secure the necessary funds for said Trust Account, in accordance with a request on a letter of credit and shall forthwith deliver said funds to the treasurer of the Municipality.
- Q. Standards of Performance - The Municipalities shall comply with all applicable state and federal laws and regulations, toward proper implementation of activities as described herein. The County and all Municipalities shall take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of the Housing and Community Development Act of 1974, and other applicable laws.
- R. Time Period - The activities covered by this Agreement shall commence immediately after date of execution of this Agreement by and/ or behalf of the participating Municipality. These activities shall be completed within a year from the date of the related and official HUD approval of the current year application for CDBG funds.
- S. Availability of Records for Audit - The participating Municipalities and the County shall maintain and share between themselves and the CDBG Committee all the necessary and sufficient records for review and audit that pertain to the implementation of the activities described herein, and as required by HUD.

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- T. Activities Subject to Review - Each activity, as described herein, is subject to review by the CDBG Committee and to any action that the Union County Board of Chosen Freeholders may take that is, in its discretion, necessary to the proper administration of this program.
- U. Arbitration - Arbitration of all questions in dispute under this Agreement shall be at the choice of either party hereto and shall be in accordance with the provisions, then obtaining, of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration laws, and judgment upon the award may be entered, in the Court of the Forum, State or Federal, having jurisdiction. The laws of the State of New Jersey are deemed to govern this contract. The decision of the arbitrators shall be a condition precedent to the right of any legal action.
- V. Prohibitions on Funding - No Urban County funding shall be provided for activities in or in support of any participating Municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
- W. Notices - All notices required to be given pursuant to this Agreement shall be deemed to have been given when the same shall be placed in writing and deposited in the United States Mail with postage prepaid as certified mail, return receipt requested, at the address of the parties to this Agreement as first hereinabove set forth.

Notices to the County shall be given to:  
James E. Pellettieri, Clerk,  
Union County Board of Chosen Freeholders  
Administration Building - 6<sup>th</sup> Floor  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207

with a copy of the notices sent to:

Robert E Barry, Esq. County Counsel  
Union County Board of Chosen Freeholders  
Administration Building - 6<sup>th</sup> Floor  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207

Notices to Municipality shall be given to:  
Name of Clerk, Clerk  
Municipality  
Address  
City, State, Zip

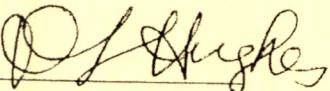
- X. Severability and Modification Clause - In the event that any portion of this Agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in full force and effect.

Y. A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N J S A 40A 65-4(b).

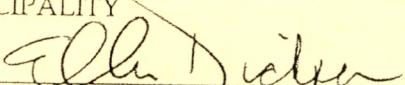
Z. Entire Agreement - This Agreement represents the entire agreement amongst the parties.

IN WITNESS WHEREOF, the parties have signed this Cooperative Agreement and have caused this Agreement to be executed by their duly authorized representatives or officers on the date and year first written above.

Attest:

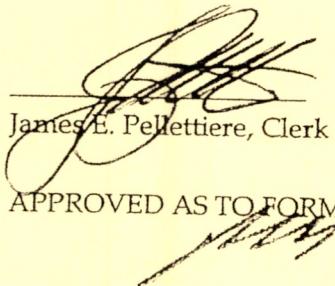
  
Clerk David L. Hughes

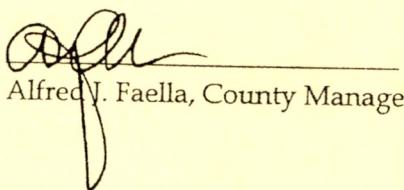
MUNICIPALITY

By:   
Printed Name - Ellen Dickson, Mayor  
6/19/14

ATTEST:

COUNTY OF UNION

  
James E. Pellettire, Clerk

  
Alfred J. Faella, County Manager

APPROVED AS TO FORM:

  
Robert E. Barry, Esq., County Counsel

**GS (R) # 2**

Resolution (ID # 5805)  
July 10, 2018

**AUTHORIZE PROFESSIONAL SERVICES AGREEMENT IN EXCESS OF \$17,500.00 - 2018  
SOCIAL SERVICES - \$35,600.00**

WHEREAS, the City of Summit has a need to acquire social services for our senior citizen population as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, and

WHEREAS, SAGE Eldercare, Inc. has submitted a proposal and fee schedule indicating it will provide social services for senior citizens for January 1 to December 31, 2018 for \$35,600.00, and

WHEREAS, although the cost of the contract exceeds the \$17,500.00 Pay-to-Play threshold, N.J.S.A. 19:44A-20.1 et seq. (Pay-to-Play) provides that non- or not-for-profit organizations are not required to submit a Business Entity Disclosure Certification or Political Contribution Disclosure when awarded a contract by a government contracting entity, and

WHEREAS, the cost for said services is not to exceed the budgeted amount of \$35,600.00 and funds have been certified by the City Treasurer in Account #8-01-27-350-000-200, attached hereto, and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A: 11-1 et seq.) requires that the resolution authorizing the award contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection.

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 a contract with SAGE Eldercare, Inc., 290 Broad Street Summit, New Jersey, 07901 to provide 2018 social work/case management services.
- . This contract is awarded without competitive bidding as a “Professional Service”, in accordance with City Solicitor Osmun’s opinion dated January 12, 2001, referencing N.J.S.A. 40 A:11-2(6) and 40A: 11-5(1) (a) of the Local Public Contracts Law, because social workers are subject to licensing and regulatory requirements.
- . That SAGE Eldercare, 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 meeting the City’s insurance requirements.
- . A notice of this action shall be published in the Union County Local Source.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



## **RESOLUTION (ID # 5805)**

DOC ID: 5805

TO: Mayor and Common Council

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

DATE: June 19, 2018

Attached you will find an agreement for 2018 with SAGE ELDERCARE, Inc. to provide Senior Citizen Social Services to the City's residents in need. They have also provided a narrative that describes their activity for 2017 on behalf of the City of Summit.

I am seeking your support of a resolution authorizing the continuation of this service contract between SAGE and the City of Summit on behalf of our senior population.

SAGE is an exceptional partner in providing comprehensive Senior Adult Social Services which we could not duplicate at this contract rate. This is a modest increase in their contract over **2017 of \$35,107.**

SAGE's important role with the City of Summit has been demonstrated time and time again from personal emergencies to working with the Public Safety Departments.

As you can see from their proposal, they provide a great deal of in-kind services to the Senior Community as well. This contract does not adequately reflect the actual time spent by their Social Work and Support Team.

Total cost for these services for **2018** would be **\$35,600.00**. This represents an increase of \$493.00 over the 2017 contract fee. Funding is available through the following account: **8-01-27-350-000-200**

This contract has been thoroughly discussed with the General Service Committee. I will be in attendance at the July 10, 2018 Council meeting, should questions arise.

**AGREEMENT**  
**THE CITY OF SUMMIT and SAGE ELDERCARE, INC.**

**Background**

Please accept this Agreement between the City of Summit (“Summit”) and SAGE Eldercare, Inc. (“SAGE”) for the provision of Social Work Services by SAGE to meet the needs of older adults and their caregivers in Summit.

**Term**

This Agreement will be effective for one year beginning January 1, 2018 and ending on December 31, 2018.

**Description of Services**

Services proposed under this Agreement, through SAGE’s InfoCare Program, include providing interventions that identify need, coordinate services and help develop appropriate plans for aging adults, particularly those who are frail and isolated. Clinical assessments may also be provided by a SAGE registered nurse and other SAGE program staff will be consulted when needed.

The types of assistance that may be included are described by the following activities, though not limited to this list:

**SAGE InfoCare Program services**

The InfoCare Program at SAGE is staffed by a licensed clinical social worker. Its purpose is to assist older adults and their families navigate the resources available to support the aging population. Through phone, office, and in-home consultations their needs are assessed, and information, direction, and follow-up is provided to such services as:

- Meals on Wheels, Home Health Care, Adult Day Programs, etc.
- Range of living options for seniors, and guidance regarding what questions to ask to assist with making the best decision. For example, providing assistance and referrals to senior housing, shared housing, assisted living, retirement communities and nursing homes
- Transportation and medical transport options
- Elder law attorneys and county, state, and federal financial and legal programs for seniors
- Medical and psycho-social health screenings
- Organizations providing health insurance and medical bill payment counseling
- AARP Foundation Tax-Aide tax preparation assistance program for free professional tax preparation on-site at SAGE Eldercare
- Information about social activities, physical activity programs, and educational opportunities to encourage socialization and stimulation for seniors
- Connect older adults and caregivers to SAGE’S Caregiver, Bereavement, and Alzheimer’s Association support groups
- Intervention with clients and their families to provide counsel and direction in an immediate crisis.

## **Township Services**

- SAGE social worker will collaborate with First Responders (police, first aid, fire department) to identify isolated older adults and connect them with appropriate services.
- SAGE social worker can offer educational programs in coordination with Summit's Director of Community Programs. Other SAGE staff can also present when appropriate.
- Attendance at Township health fairs and other agreed upon appropriate social gatherings.

## **Disclosure of Protected Information**

Summit and SAGE agree not to use or disclose Protected Health Information or any other protected information other than as permitted or required by this Agreement or as required by applicable law. Summit and SAGE agree to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and to mitigate, to the extent practicable, any harmful effect that is known of a use or disclosure of Protected Health Information.

## **Indemnity**

Summit agrees to indemnify SAGE or its representatives for any third party claims or actions made against SAGE in connection with the provision of services under this Agreement, including the assumption of any defense to the claim or action and indemnify SAGE or its representatives for any fees, expenses, judgments, settlements or amount reasonably incurred, except for 1) such claims or actions alleged solely against SAGE, or 2) such claims or actions where SAGE is found to be the sole responsible party. This indemnity does not apply to any criminal claims. The signers to this Agreement represent that they have authority to bind their respective entities.

## **Entire Agreement/Notice**

This Agreement includes the entire agreement between us. No part of this Agreement can be changed, modified, amended or supplemented, except in a written document signed by both of us which specifically states that the document is being signed for the purposes of this Agreement.

## **Governing Law**

This Letter Agreement shall be interpreted in accordance with the laws of the State of New Jersey. In the event that any one or more provisions of the Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions in this agreement shall not be affected or impaired.

## **Payment**

Summit agrees to provide a total payment of \$35,600 (budget attached). SAGE will submit a monthly invoice in the amount of \$2,966.67 to the City of Summit in return for the services stated in this Agreement. SAGE agrees to provide the services described in this Agreement and to prepare an annual report describing the qualitative and quantitative parameters of services provided under this contract.

\_\_\_\_\_  
(City of Summit Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(SAGE Eldercare Representative)

\_\_\_\_\_  
(Date)

## 2017 SOCIAL WORK ANNUAL REPORT

SAGE Eldercare offers comprehensive support to older adults, their family members, and caregivers in Morris, Somerset, Union and Essex Counties. For 64 years, the organization has offered a broad range of services to help frail, disabled older adults remain living safely in their homes. SAGE's programs improve the health and functioning of healthy seniors through a wide range of educational programs, workshops, health screenings, clinics, informational services, social work services and support groups. For those older adults who need more intensive support to live independently, we offer a broad range of health, social and support services.

The ability to support older adults and their families, especially during periods of change and turmoil, is critical to their health and central to SAGE's mission. As the eldest segment of the older adult community and a tandem population of caregivers grow to an all-time high, SAGE continues to be called upon to serve increasingly demanding and pervasive issues for older adults.

SAGE Eldercare's support of the older adults in the City of Summit reaches beyond the basic provision of referrals and telephone outreach to provide personalized stewardship of each individual and their caregiver. Many of the older residents of Summit are frail, living in isolation and facing complex ongoing challenges. SAGE's professionals are often their only source for continuing support of their wishes to live well in their own homes for as long as possible.

The population of vulnerable older adults in the community is growing along with the severity of presenting problems and needs. SAGE's professionals are finding that greater follow-up time and case management is required in order to ensure the long-term well-being of each client and the resolution of complicated needs. Many situations require full family involvement and some present a strong resistance to outside assistance. SAGE staff must sometimes make multiple attempts to engage a client who is in obvious need of support and presenting both personal and public risks. Only the most extreme cases have incorporated Adult Protective Services or the Health Department; SAGE strives to gain the trust of each isolated older adult in order to prevent such traumatic interventions.

SAGE has been the ideal partner for the City of Summit with the ability to support older adults with a full range of services. On many occasions, professionals in SAGE's GPS (Guidance, Planning and Support) Services have conducted consultations, assessments and ongoing follow-up to those in need of further psychosocial and/or medical assistance. Through GPS, a registered nurse provides thorough care planning at home with clients and their family members, and connects them to the resources and social networks available nearby. Summit clients have also received assistance from SAGE's HomeCare Certified Home Health Aides, the Spend-A-Day Adult Day Health Center, Meals on Wheels, Grocery Shopping and Errands, the Caregiver Support Groups, and Public Education. These services also reciprocate as case-finding sources for SAGE's Social Worker: all staff and volunteers maintain ongoing communication regarding each client's welfare in order to prevent crises and ensure his or her general well-being and safety.

SAGE plays an active role in the Summit community to maintain awareness of the Township's older adults. Those concerned about an older resident's well-being contact SAGE for assistance, such as family members, neighbors and friends, employees of the City of Summit, the Fire and Police Departments, discharge planners from local hospitals, rehabilitation centers, elder law attorneys, the First Aid Squad, assisted living facilities, the Health Department, geriatric care managers, houses of worship and those living at a distance from their loved ones.

The SAGE social worker is called by Summit older adult residents to provide both information and referrals and consultations. Residents or family members who call for information and referrals are requesting to be directed to particular resources such as transportation, eldercare attorneys, home care, housing options, etc. The social worker provides information about a variety of community resources for the resident to contact. When needed, the social worker makes additional calls on behalf of Summit residents to find the appropriate resources or navigates the system to connect the residents to the right resource. The phone or home consultations are in response to individuals who have complex situations involving an older adult in Summit. Oftentimes, it is a caregiver who is overwhelmed and not sure where to begin to assist their family member. There are usually multiple issues involved such as complex medical problems, a poor support network, family conflict, limited financial resources or geographical distance from the family member. The consults involve engagement, assessment, supportive counseling, education and linkages to resources.

In 2017, the social worker assisted over 82 older adult Summit residents or family members connect to resources. This assistance often involved multiple calls to assist the individuals and their families. Some of these calls became very involved and require ongoing follow-up. Of these inquiries, 4 became very involved requiring multiple phone calls and home consultations, over an extended period of time, to counsel, assist and guide the resident or family member. These ongoing cases continued over several months and involved the engagement of appropriate municipal departments. Below you will find some examples of the types of cases where the social worker has assisted residents. The social worker also was engaged in the community and was present at the SAGE table of the City of Summit Street Fair, Community Night on the Green, 2 Farmers Market days and the YMCA Health Fair. The social worker also represents SAGE at the Overlook Community Health Meetings and the Overlook TATE Task Force.

### **Summit 2017 Case Examples**

#### **Case One**

Ms. H has been living in a neat and tidy apartment in Summit for the past 40 years. She is widowed, and has no children, so she is accustomed to being very independent. In the fall of 2017, as she approached her 99<sup>th</sup> birthday, Ms. H realized it was time to reach out for help. She had a few falls at home without injury, but she needed to call Summit EMS for lift assistance. At their suggestion, Ms. H reached out to SAGE to discuss options for help in the home.

Ms. H and the SAGE social worker reviewed the supports she had in place, and her current unmet needs. Due to her independent spirit, Ms. H had been able to manage well with the combined efforts of some good friends, but now she needed a comprehensive plan. It quickly became clear that she was working with limited financial resources. In order to have a home health aide in the home a few hours per week, funding would need to be provided. The social worker researched funding options through the Union County Division on Aging, and a SAGE grant. Fortunately, the timing was right for Ms. H to receive home care services twice per week through a SAGE grant funded by Union County. The aide would help Ms. H with bathing, laundry, housekeeping, and other tasks.

Ms. H has her system for meal preparation, which she wished to maintain on her own. To supplement this, she opted for SAGE Meals on Wheels twice per week. Ms. H has friends who pick up groceries for her, but she is aware of the SAGE grocery shopping service if her needs change.

Once the immediate household concerns were addressed, Ms. H and the SAGE social worker talked about her need to make several doctor appointments. Ms. H walks with a walker, and up until recently, she would take Uber, accompanied by a friend. Now that she is increasingly frail, the friends are concerned about taking on that responsibility. Since all of her doctors are affiliated with Summit Medical Group (SMG), the SAGE social worker reached out to SMG Case Management. A social worker from SMG joined forces with the SAGE social worker to help Ms. H get to her medical appointments. SMG scheduled the appointments, and SAGE made sure the home health aide could accompany Ms. H by transport to the appointments. The team work was gratifying to everyone, and Ms. H was relieved to be up to date with her medical care.

As Ms. H became involved with SAGE HomeCare and SMG Case Management, the need for her to have updated documents for a Power of Attorney and Health Care Proxy were addressed. This was a challenge for Ms. H since her extended family of siblings, nieces, and nephews all live a distance in other states. Luckily, she has maintained a relationship with an attorney in Summit, who had prepared her Last Will and Testament. The social workers from SAGE and SMG provided the encouragement and discussion Ms. H needed to come up with a plan. She gave permission to the SAGE social worker to reach out to the attorney to start the process, and he accepted.

At present, Ms. H is managing well with the additional supports in place. The SAGE social worker will continue to be in contact with her, and provide assistance as her needs change.

### **Case Two**

Mrs. N has been receiving Meals on Wheels from SAGE for a number of years. She is a pleasant, alert and oriented woman, who is 82 years old. She lives in her own home in Summit with her son. Mrs. N has had multiple medical problems. She has a history of stroke, heart disease, colon cancer, and diabetes. Due to the stroke, Mrs. N is paralyzed on her left side. Her son is her primary caregiver, and this is a concern. He does not appear to have good judgement or the ability to sufficiently care for his mother. It is unclear if he has a developmental or psychiatric disability. He is pleasant, and obviously cares for his mother, but he is limited in his caregiving ability. His mother offers no complaints or concerns about her care, or home situation.

On one occasion, the son came to SAGE on an errand for his mother. He took the opportunity to ask the social worker about care options, medical equipment for the home, etc. His primary concern was their limited financial resources, but he was resistant to the prospect of submitting an application for public funding. The SAGE social worker followed up with Mrs. N by phone. She was pleasant, but also was not receptive to the idea of submitting an application for funding. It was a relief to the social worker to hear that she is under the care of a physician. Mrs. N gave the social worker permission to speak to her doctor's office about the possibility of ordering visiting nurse services covered by Medicare. For various reasons, this plan did not move forward. This was the first incident where SAGE saw how Mrs. N and her son appeared to reach out, only to suddenly reconsider, and decide not to pursue services. They did continue to receive Meals on Wheels.

Several months later, Summit EMS contacted SAGE to express concerns about Mrs. N. They had been called to the home to provide medical aid, and were concerned about the son's ability to care for his mother, and the condition of their very dirty home. EMS took Mrs. N to the Overlook Emergency Room, and expressed their concerns to the charge nurse. A hospital social worker met with Mrs. N and her son, and again the issue of their limited financial resources to pay for care was discussed. Since Mrs. N was presented to the hospital for medical care, the social worker was able to give the family an appointment with Medicaid right on the hospital premises. This was arranged to happen a few weeks after the ER visit.

After the call from Summit EMS, the SAGE social worker reached out to Mrs. N by phone to see how she was. She offered no response to the telephone messages. The SAGE social worker and a member of the Meal on Wheels staff went to her house to deliver her meal. The son answered the door and was very resistant to our requests to see Mrs. N. We were polite, but firm, and eventually he let us in to see her. The house was extremely dirty, and it was clear that the son was not up to the task of managing the house and his mother's care. The son was defensive, and said Summit EMS had over reacted. Mrs. N appreciated our concerns, but minimized her needs. The SAGE social worker brought up the option of calling Adult Protective Services, not as a threat, but as a means to get comprehensive help in the home for Mrs. N, and her son.

It was clear that things could be greatly improved for this family with the right supports in place. It was also understandable that the idea of outside help was frightening to them, and prompted feelings of loss of control. They were accustomed to their lifestyle, and were tolerating it.

The SAGE social worker called Adult Protective Services to discuss this case. They said they had three days to decide if they will visit the home, and would let SAGE know. APS called within two days to say that Mrs. N's situation does not meet their criteria of abuse, neglect, or exploitation. Several times, the SAGE social worker pointed out concerns about the son's caregiving ability, and his mother's immense needs. It was explained to APS that assistance was needed to prevent a disaster. APS replied that they do not provide preventive assistance.

The SAGE social worker continued to reach out to Mrs. N. An emphasis was placed on the importance of meeting with the Medicaid office at Overlook for their scheduled appointment. The social worker pointed out how this could help pay for home care, as well as a medical adult day program. Mrs. N and her son expressed interest in the SAGE Spend-A-Day Adult Day Program. It seemed to be a great breakthrough that they agreed to tour the program and meet with the staff. The SAGE staff encouraged Mrs. N to apply for Medicaid and begin the process to attend the day program. Mrs. N gave the social worker permission to contact her physician to fill out the medical form needed by the program.

Once again, efforts were made. Mrs. N's physician made himself available to speak on the phone with the SAGE social worker. The doctor said Mrs. N had just come for an appointment two days prior to this call. It was the first time she had been to his office in eight months. She made no mention to him about needing a health assessment for the day program. He said he is aware of the home situation, and had a serious conversation with the son. The SAGE social worker advised the doctor of the call to APS. She asked if he could order visiting nurse services covered by Medicare to go to Mrs. N's home, and he agreed to initiate the referral.

A few days before the Medicaid appointment, the SAGE social worker called Mrs. N to remind her of the importance of the appointment, and how it could help. It took a couple of messages until Mrs. N returned the call. She clearly stated that she appreciated the call, and things were going well. The indication was made that she did not wish to pursue services further. The social worker kept the door open and invited her to call back with any questions about Medicaid, or requests for assistance.

Outreach was made to this family by many providers in the community. Unfortunately, Mrs. N and her son are not willing to move forward with the assistance offered. Mrs. N continues to receive Meals on Wheels. It is our hope that, at some point, Mrs. N will accept help before a true crisis occurs.

SAGE Eldercare  
290 Broad Street  
Summit, NJ 07901

**SUMMIT SOCIAL WORK**

**2018 CONTRACT BUDGET**

		Contract Amount	Sage In Kind
<b>SONNEL</b>			
SOCIAL WORKER 16 HRS PER WEEK		26,663	3,706
RN 4 HRS PER WEEK		5,049	
<b><u>TOTAL SALARIES</u></b>		<b><u>31,712</u></b>	<b><u>3,706</u></b>
<b>FRINGE BENEFITS</b>			
FICA	7.65%	2,426	
SUI	0.90%	285	
WKCMP	0.68%	216	
PENSION	2.00%	634	
HEALTH	<b>SAGE 6.00%</b>		1,546
<b><u>TOTAL FRINGE BENEFITS</u></b>		<b><u>3,561</u></b>	<b><u>1,546</u></b>
<b>OTHER COST</b>			
PARKING	<b>SAGE</b>		277
CONF/TRAVEL		327	
<b><u>TOTAL OTHER COST</u></b>		<b><u>327</u></b>	<b><u>277</u></b>
<b>TOTAL PROGRAM COST</b>		<b><u>35,600</u></b>	<b><u>5,530</u></b>

## 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: July 10, 2018  
Resolution Doc Id: 5805

Vendor: SAGE Eldercare Inc.  
290 Broad Street  
Summit, NJ 07901

Purchase Order Number: 18-02065

Account Number	Amount	Account Description
8-01-27-350-000-200	\$35,600.00	Social Services – Elderly Program

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 # 5817)  
July 10, 2018

**DECLARE VACANCY - ONE (1) PART-TIME COLLECTIONS ASSISTANT (PENDING  
CLOSED SESSION DISCUSSION)**

Pending Closed Session discussion.

Resolution (ID # 5828)  
July 10, 2018

**AWARD BID - 2018 CURB AND SIDEWALK PROJECT - \$127,84.50**

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

That, in accordance with the Assistant City Treasurer's certification of availability of funds in Account Nos. C-04-31-041-00E-100 and C-04-31-041-00E-140, a copy of which is hereto attached and made a part of this resolution, and as recommended in memo from the City Engineer/Deputy DCS Director, bids received by the Purchasing Agent on Tuesday, June 26, 2018, shall be awarded to the lowest responsive, responsible bidder as follows:

**2018 CURB AND SIDEWALK PROJECT**

AA Berms LLC 106 Mill Street Belleville, NJ 07109	Base Bid \$75,308.60
	<u>Alternate A (K Parking Lot) \$52,172.90</u>
	Total \$127,481.50

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



**DCS - Engineering Division**  
R - Works

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5828)**

DOC ID: 5828

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: June 26, 2018

### **SUMMARY**

Three (3) bids were received and opened on Tuesday, June 26, 2018 at 11:00am at City Hall, for the 2018 Curb and Sidewalk Project.

The submitted low bidder was AA Berms, LLC of 106 Mill Street, Belleville, NJ in the amount of \$127,481.50 for the base bid plus Alternate A (K Parking Lot). This bid amount was below the engineers estimate for the project.

AA Berms has worked for the City in the past most recently completing the 2017 Curb and Sidewalk Program and the Alleyway Improvement Project.

Funding for this project is available in the following capital ordinance:

C-04-31-041-00E-100	(\$55,000.00)
C-04-31-041-00E-140	(\$72,481.50)

Based on the above, I recommend award of a contract to AA Berms, LLC in the amount of \$127,841.50 for the 2018 Curb and Sidewalk Project.

## 2018 Curb and Sidewalk Project

## BID SUMMARY

Preliminary - Subject to Attorney Review

## Base Bid

6/26/2018

AA Berms LLC  
106 Mill Street  
Belleville NJ 07109Diamond Construction  
35 Beaverson Blvd Suite 12C  
Brick NJ 08723Baltitano Contracting Co.  
298 Forest Road  
Fort Lee NJ 07024

ITEM	DESCRIPTION	Unit	Qty.	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	MOBILIZATION	LS	LS	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$19,000.00	\$19,000.00
2	CLEARING SITE	LS	LS	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00
3	FINAL CLEANUP	LS	LS	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$6,750.00	\$6,750.00
4	TREE REMOVAL, OVER 6" to 36", IF AND WHERE DIRECTED	UNIT	1	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
5	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	LS	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$3,850.00	\$3,850.00
6	CONSTRUCTION LAYOUT	LS	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
7	UTILITY COORDINATION	LS	LS	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$500.00	\$500.00
8	PARKING AND MATERIAL STORAGE	ALLOW	ALLOW	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
9	CONSTRUCTION SIGNS	SF	100	\$0.01	\$1.00	\$1.00	\$100.00	\$15.00	\$1,500.00
10	DGA BASE COURSE, 6" THICK, IF AND WHERE DIRECTED	SY	50	\$0.01	\$0.50	\$1.00	\$50.00	\$50.00	\$2,500.00
11	EXCAVATION, UNCLASSIFIED, IF AND WHERE DIRECTED	CY	10	\$0.01	\$0.10	\$1.00	\$10.00	\$250.00	\$2,500.00
12	CONCRETE SIDEWALK, 4" THICK	SY	265	\$80.00	\$21,200.00	\$108.00	\$28,620.00	\$90.00	\$23,850.00
13	GRANITE CURB	LF	600	\$30.00	\$18,000.00	\$40.00	\$24,000.00	\$65.00	\$39,000.00
14	FULL DEPTH REPAIR, IF AND WHERE DIRECTED	SY	150	\$0.01	\$1.50	\$1.00	\$150.00	\$110.00	\$16,500.00
15	DETECTABLE WARNING SURFACE	SY	8	\$200.00	\$1,600.00	\$900.00	\$7,200.00	\$400.00	\$3,200.00
16	RESET MANHOLE, USING NEW CASTING	UNIT	1	\$1,250.00	\$1,250.00	\$200.00	\$200.00	\$1,500.00	\$1,500.00
17	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	5	\$1,850.00	\$9,250.00	\$900.00	\$4,500.00	\$2,350.00	\$11,750.00
18	TOP SOILING, 4" THICK	SY	275	\$0.01	\$2.75	\$0.10	\$27.50	\$9.00	\$2,475.00
19	FERTILIZING AND SEEDING, TYPE A-3,	SY	275	\$0.01	\$2.75	\$0.10	\$27.50	\$4.54	\$1,250.00
				BASE BID	\$75,308.60	BASE BID	\$91,985.00	BASE BID	\$146,625.00

## Alternate Bid A - K Lot Parking Lot

ITEM	DESCRIPTION	Unit	Qty.	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
A1	MOBILIZATION & STAGING	LS	LS	\$5,400.00	\$5,400.00	\$11,000.00	\$11,000.00	\$15,500.00	\$15,500.00
A2	CLEARING SITE	LS	LS	\$2,000.00	\$2,000.00	\$9,000.00	\$9,000.00	\$3,500.00	\$3,500.00
A3	FINAL CLEANUP	LS	LS	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
A4	TREE REMOVAL, OVER 0" to 6", IF AND WHERE DIRECTED	UNIT	20	\$101.00	\$2,020.00	\$400.00	\$8,000.00	\$700.00	\$14,000.00
A5	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00
A6	CONSTRUCTION LAYOUT	LS	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00
A7	DGA BASE COURSE, 6" THICK	SY	50	\$0.01	\$0.50	\$1.00	\$50.00	\$50.00	\$2,500.00
A8	CONCRETE SIDEWALK, 4" THICK	SY	200	\$80.00	\$16,000.00	\$99.00	\$19,800.00	\$90.00	\$18,000.00
A9	GRANITE BLOCK CURB	LF	570	\$30.00	\$17,100.00	\$50.00	\$28,500.00	\$65.00	\$37,050.00
A10	FULL DEPTH REPAIR	SY	240	\$0.01	\$2.40	\$45.00	\$10,800.00	\$110.00	\$26,400.00
A11	DETECTABLE WARNING SURFACE	SY	3	\$200.00	\$600.00	\$900.00	\$2,700.00	\$400.00	\$1,200.00
A12	RECONSTRUCT TYPE B INLET, USING NEW CASTING	UNIT	1	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00	\$2,350.00	\$2,350.00
A13	CONVERT TYPE B INLET TO TYPE A INLET	UNIT	1	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
				Alt Bid A	\$52,172.90	Alt Bid A	\$102,350.00	Alt Bid A	\$127,707.00
				Total	\$127,481.50	Total	\$194,335.00	Total	\$274,325.00

Rejected  
NJSA 40A:11-21  
Insufficient Bid Bond

## 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: July 10, 2018  
Resolution Doc Id: 5828

Vendor: AA Berms, LLC  
106 Mill Street  
Belleville, NJ 07109

Purchase Order Number: 18-02187

Account Number	Amount	Account Description
C-04-31-041-00E-100	\$55,000.00	3141E DCS Annual Road Program
C-04-31-041-00E-140	<u>\$72,481.50</u>	3141E DCS Pedestrian Safety Improve Project
	\$127,481.50	

*Melissa Berger*  
Assistant City Treasurer

Resolution (ID # 5787)  
July 10, 2018

**AUTHORIZE EXECUTION OF DEED RESTRICTION - DIVISION OF PUBLIC WORKS  
FACILITY AT 41 CHATHAM ROAD**

WHEREAS, on February 17, 2016, Common Council adopted Resolution #37238 authorizing Licensed Site Remediation Professional Services Agreement #16-3230 with Hatch Mott MacDonald, LLC for remedial investigation services for the Division of Public Works (“DPW”) facility at 41 Chatham Road, and

WHEREAS, Hatch Mott MacDonald, LLC, has since legally changed its name to Mott MacDonald, LCC, and

WHEREAS, Mott MacDonald, LLC has completed its investigation and prepared a final proposal which requires the City to agree to a deed restriction for the site, and

WHEREAS, in a memorandum dated June 22, 2018, the City Engineer recommends that the City execute the deed restriction.

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

That the Mayor and City Clerk be and they are hereby authorized and directed to execute the deed restriction for the DPW facility at 41 Chatham Road.

Dated: July 10, 2018

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 special meeting held on Tuesday evening, July 10, 2018.

City Clerk

**RESOLUTION (ID # 5787)**

DOC ID: 5787

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: June 22, 2018

**SUMMARY**

The City's DPW Facility at 41 Chatham Road was previously classified as a site in need of remediation. Over the last few years, the City's Licensed Site Remediation Professional (LSRP) has overseen the work to ensure compliance to all current regulations. After much data analysis, laboratory testing, and report preparation, a final proposal has been prepared which requires the City to sign off on a deed restriction for the site. This option is far cheaper than a full remediation of the site and it permits the City to continue its current use as a DPW facility.

As part of the deed restriction, biennial certification will be required to be completed by the LSRP and submitted to NJDEP. The LSRP will continue to monitor the site and is required to be notified for any ground penetrating work proposed at the site.

At this time, I am recommending that Common Council adopt a resolution authorizing the execution of the deed restriction for the DPW site at 41 Chatham Road.



Aaron J. Schrager, P.E., C.M.E., P.P.  
 City Engineer - Deputy DCS Director  
 Department of Community Services  
 512 Springfield Avenue  
 Summit, NJ 07901

**Our Reference**  
 310000

412 Mount Kemble Avenue  
 Suite G22  
 Morristown NJ 07960  
 United States of America

T +1 (908) 730 6000  
 F +1 (973) 267 2890  
 mottmac.com

DEPT. OF COMMUNITY SERVICES  
 SUMMIT, NJ 07901  
 RECEIVED  
 MAY 25 2013  
 By [Signature]  
 App'd By [Signature]

### Deed Notice

May 22, 2018

Dear Mr. Aaron J. Schrager,

Enclosed you will find a hard copy of the Deed Notice and all relevant appendices for The City of Summit property at 41 Chatham Road (Block 202, Lots 15 and 18).

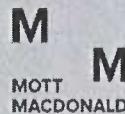
Please have the original deed signed, notarized, and returned to us at your earliest convenience.

With any questions, you may contact me directly via email or my office line listed below.

Sincerely,

Ellen K. Moore, LSRP  
 Associate

D +1 (973) 912-3356      T +1 (908) 730 6000      F +1 (973) 267 2890  
 ellen.moore@mottmac.com



Mott MacDonald  
 412 Mount Kemble Avenue  
 Suite G22  
 Morristown NJ 07960  
 United States of America

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name below signature]

Recorded by: \_\_\_\_\_  
[Signature, Officer of County Recording Office]

\_\_\_\_\_  
[Print name below signature]

#### DEED NOTICE

This Deed Notice is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018, by *the City of Summit, 512 Springfield Avenue, Summit, NJ (07901)* (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. *The City of Summit, 512 Springfield Avenue, Summit, NJ (07901)* is the owner in fee simple of certain real property designated as Block 202 Lots 15 and 18, on the tax map of the *City of Summit, Union County*; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 008156; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. *Ellen K. Moore (LSRP License No. 668113)* has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. *The City of Summit* has remediated contaminated soil at the Property, such that soil contamination remains in certain areas of the Property that contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such

contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice in accordance with N.J.S.A. 58:10B-13.

**4. CONSIDERATION.** In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

**5A. RESTRICTED AREAS.** Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

**5B. RESTRICTED LAND USES.** The following statutory land use restrictions apply to the Restricted Areas:

- i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and
- ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

**5C. ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.

#### **6A. CHANGE IN OWNERSHIP AND REZONING.**

- i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at [www.nj.gov/srp/forms](http://www.nj.gov/srp/forms) within thirty (30) calendar days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at [www.nj.gov/srp/forms](http://www.nj.gov/srp/forms), within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

**6B. SUCCESSORS AND ASSIGNS.** This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

**7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.**

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 7Aii., above, a soil remedial action permit modification is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

**7B. EMERGENCIES.** In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

- i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;
- ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;
- iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;
- iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;
- v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and
- vi. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the measures completed or implemented to restore the engineering control; and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

## 8. TERMINATION OF DEED NOTICE.

- i. This Deed Notice may be terminated only upon filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the *County Clerk* of *Union* County, New Jersey, expressly terminating this Deed Notice.

ii. Within thirty (30) calendar days after the filing of a Termination of Deed Notice, the owner of the property shall apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

#### 10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

#### 12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

- i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);
- ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as wells as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table; and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

- (A) Description and estimated size of the Restricted Areas as described above;
- (B) Description of the restrictions on the Property by operation of this Deed Notice; and
- (C) The objective of the restrictions.

ii. Exhibit C-2: Existing Asphalt/Concrete Areas: Exhibit C-2 includes a narrative description of existing asphalt/concrete areas as follows:

- (A) Description of the engineering control;
- (B) The objective of the engineering control; and
- (C) How the engineering control is intended to function.

iii. Exhibit C-3: Existing Lawn Areas: Exhibit C-3 includes a narrative description of existing lawn areas as follows:

- (A) Description of the engineering control;
- (B) The objective of the engineering control; and
- (C) How the engineering control is intended to function.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

THE CITY OF SUMMIT

WITNESS: \_\_\_\_\_  
[Signature]

[Print name below signature]

STATE OF NEW JERSEY SS.:  
COUNTY OF UNION

I certify that on \_\_\_\_\_ 2018, the City of Summit personally came before me, and this person acknowledged under oath, to my satisfaction, that this person

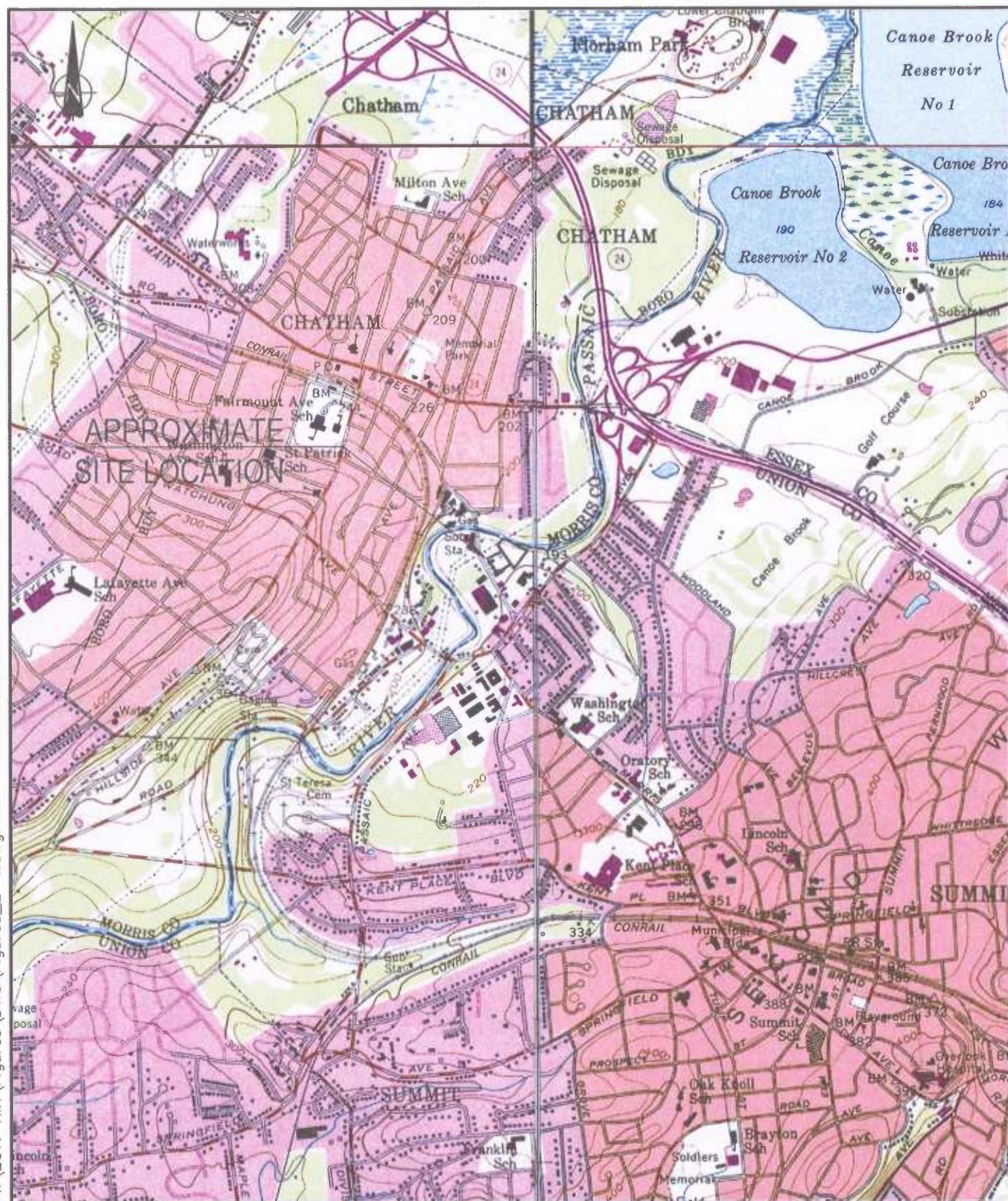
- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

---

\_\_\_\_\_, Notary Public  
[Print Name and Title]

## Exhibit A

## Exhibit A-1 Vicinity Map



P:\310000 - Summit DPW\2017 RIR\Figures\DWG\Figures—2-4.dwg

#### LEGEND

— PROJECT SITE BOUNDARY

0 2000 4000  
1"=2000' (SCALE IN FEET)

SOURCE(S): CHATHAM, ROSELLE, MORRISTOWN, AND CALDWELL, NEW JERSEY  
USGS TOPOGRAPHIC QUADRANGLE MAPS

**M** **M**  
MOTT  
MACDONALD  
Certificate No. 24GA28016600

111 Wood Avenue South  
Iselin, New Jersey 08830

**A-1**  
VICINITY MAP  
SUMMIT DPW FACILITY  
41 CHATHAM ROAD  
BLOCK 202, LOTS 15 & 18  
CITY OF SUMMIT, UNION CO., NEW JERSEY

SRH RRL JDS JDS 10/25/2017

Packet Pg. 69

## Exhibit A-2

### Metes & Bounds Description and Survey

NOTES :

1. THE SUBJECT PROPERTIES ARE KNOWN AND DESIGNATED AS LOTS 15 & 18 IN BLOCK 202 AS SHOWN ON SHEET 2 OF THE CITY OF SUMMIT, UNION COUNTY TAX MAP.
2. THIS SURVEY WAS MADE BASED ON ADJOINING RECORD DESCRIPTIONS, DESCRIPTION OF LOT 18 SUPPLIED BY THE CITY OF SUMMIT, J.C.P. & L. CO. MAP NO. B-10134, MAP NO. D-58613, MAP NO. D-91770 AND A MAP ENTITLED "SKETCH EXISTING CONDITIONS AT BLOCK 202, LOTS 15 & 18", PREPARED BY KELLER & KIRKPATRICK, INC., DATED 6-19-2001, PROJECT NO. 2010802.
3. UNDERGROUND FACILITIES SERVING OR RELATED TO THIS PROPERTY, IF ANY, WERE NOT LOCATED AND DO NOT SHOW ON THIS MAP.
4. PRINTS OF THIS DRAWING ARE NOT VALID UNLESS MADE FROM THE SURVEYOR'S ORIGINAL TRACING AND UNLESS THE EMBOSSED SEAL OF THE SURVEYOR HAS BEEN AFFIXED.
5. SURVEYOR WAS NOT PROVIDED WITH A COPY OF TITLE SEARCH ON OR BEFORE DATE SHOWN.
6. REFERENCE DRAWINGS:
  - WITTPANY-CHATHAM LINE COMMON-PURCHASE", J.C.P. & L. CO. MAP NO. B-10134.
  - WITTPANY-TRAYNOR LINE J.C.P. & L. CO. SUBDIVISION", J.C.P. & L. CO. MAP NO. D-58613.
  - TRAYNOR PROPERTY SURVEY", J.C.P. & L. CO. MAP NO. D-91770.
  - MAP OF TUNNELS AND DUCTS ON PROPERTY, J.C.P. & L. CO. MAP NO. C-42636-N.
  - TRAYNOR SPRINGS FIELD-LIVINGSTON, KV LINE, TRAYNOR TO SUMMIT SECTION", J.C.P. & L. CO. MAP NO. D-23068.

TAX MAP SHEET 2 - BLOCK 202, LOTS 15 & 18

UNION COUNTY, NEW JERSEY

SURVEY

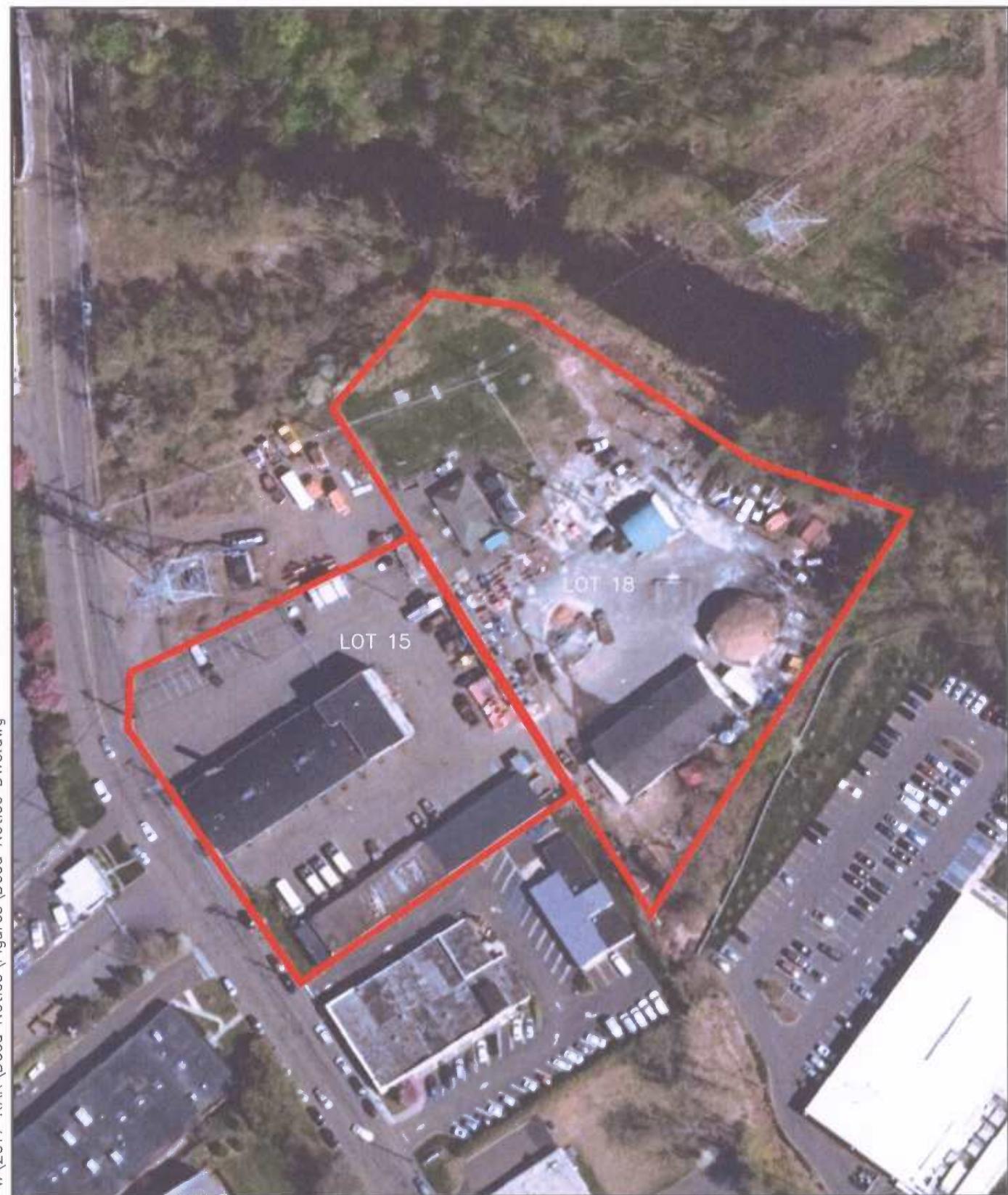
File	Summitt DPN	
Book	Page	
Job	No.	1
311784pW		
Scale	6/0	Total
1" = 30'		1

GRAPHIC SCALE

Attachment: 41 Chatham Rd Deed (5787 : Resolution to Execute Deed Notice for 41 Chatham Road (DPW Facility))

## Exhibit A-3

## Property Map



P:\310000 - Summit DPW\2017 RAR\Deed Notice\Figures\Deed Notice DWG.dwg

#### LEGEND

— PROJECT SITE BOUNDARY

0 100 200  
1"=100' (SCALE IN FEET)

SOURCE(S): 2015 NJDEP ORTHOPHOTOGRAPHY

 <b>MOTT MACDONALD</b> Certificate No. 24GA28016600	<b>A-3</b> <b>PROPERTY MAP</b> SUMMIT DPW FACILITY 41 CHATHAM ROAD BLOCK 202, LOTS 15 AND 18 CITY OF SUMMIT, UNION CO., NEW JERSEY
SRH      RRL      JDS      JDS	10/25/2016

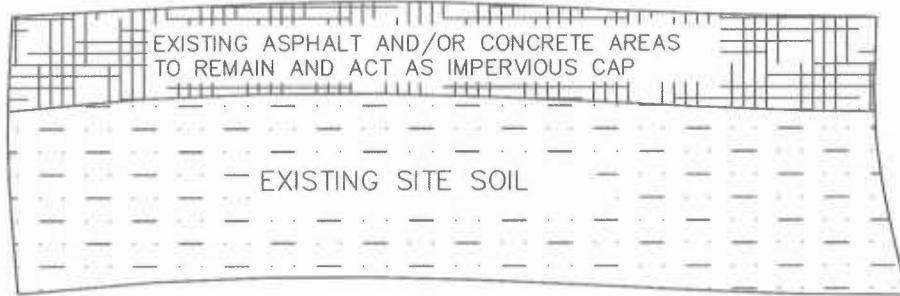
## Exhibit B

## Exhibit B-1 Restricted Area Map



## Exhibit B-1A

### Cap Detail – Existing Asphalt/Concrete Areas

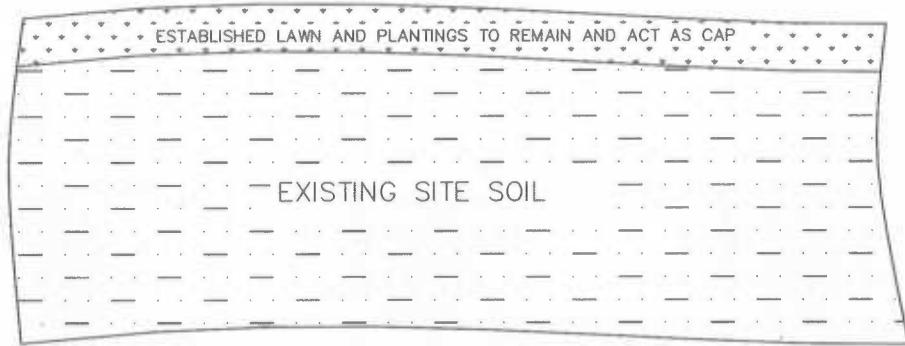


0 1' 2'  
1"=1' (SCALE IN FEET)

 <b>MOTT MACDONALD</b> Certificate No. 24GA28016600		<b>B-1A</b> <b>CAP DETAIL - EXISTING ASPHALT/CONCRETE AREAS</b> CAP AS-BUILT DIAGRAM SUMMIT DPW GARAGE BLOCK 202, LOTS 15 AND 18 CITY OF SUMMIT, UNION COUNTY, NEW JERSEY			
Designed RRL	Drawn RRL	Checked EKM	Approved EKM	Date 10/30/2017	

## Exhibit B-1B

### Cap Detail – Existing Lawn Areas



0  
1'  
2'  
1"=1' (SCALE IN FEET)

 <b>MOTT MACDONALD</b> Certificate No. 24GA28016600 111 Wood Avenue South Iselin, New Jersey 08830		<b>B-1B</b> <b>CAP DETAIL - EXISTING LAWN AREAS</b> CAP AS-BUILT DIAGRAM SUMMIT DPW GARAGE BLOCK 202, LOTS 15 AND 18 CITY OF SUMMIT, UNION COUNTY, NEW JERSEY			
Designed RRL	Drawn RRL	Checked EKM	Approved EKM	Date 10/30/2017	

## Exhibit B-2

### Restricted Area Data Tables

**EXHIBIT TABLE B-2A**  
 AOC 3 - 2,000 GALLON LEADED TANK (PCBs ONLY)  
 Restricted Area Data Table  
 Summit DPW  
 41 Chatham Road  
 City of Summit, Union County, New Jersey

The entire Restricted Area contains soils impacted with low levels of PCBs due to a historic UST discharge. This restricted area and the entire Site parcel (historic fill material) is subject to this Deed Notice with levels of contaminants exceeding New Jersey's Direct Contact Soil Remediation Standards (September 2017). The following table identifies the contaminants detected, concentrations at the time of sampling, and the location of same on the subject property.

<u>B-2B</u> Soil Sample Designation (Map as Exhibit B-2)	<u>B-2C</u> Sampling Interval (feet below grade)	<u>B-2D</u> Sample Elevation (feet msl - calculated)	<u>B-2E</u> Contaminant Name/ CAS Registry Number	<u>B-2E</u> NJDEP Non- Residential Direct Contact Soil Remediation Standard	<u>B-2F</u> NJDEP Residential Direct Contact Soil Remediation Standard	<u>B-2F</u> Remaining Concentration (mg/kg)
3-P	3-3.5	189-188.5	Aroclor-1221 [2C]/11104-28-2	1	0.2	0.979



## Exhibit C

Exhibit C-1  
Deed Notice as Institutional Control

This Deed Notice is being submitted due to on-site soil contamination that remains at the Property (41 Chatham Road, Summit, New Jersey, Block 202, Lots 15 and 18).

Restrictions on the Property:

A-1) The Restricted Area is approximately 3.6 acres. The Restricted Area encompasses the entirety of Block 202, Lots 15 and 18, as depicted on Exhibit B-1.

A-2) The property is currently zoned as light industrial. No portion of the property shall be used or occupied, either temporarily or permanently, for any residential use of any kind or nature (residential use is defined herein broadly to include, without limitation, any use of the property by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residence dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling of any kind), unless additional remediation is undertaken to meet New Jersey Department of Environmental Protection (NJDEP) requirements for such use.

B) The Restricted Area can continue to be used as a public works garage. The restriction is that there will be no disturbance of soils without proper notification and protection of site workers and occupants. The restrictions emplaced at the site are to ensure that no direct contact with soils below the environmental cap by humans occur. A copy of the Deed Notice will be provided to all interested parties.

C) A Deed Notice biennial certification will be submitted to the NJDEP every two years. The biennial certification will include a monitoring report that describes the inspection of the capped areas of the Site, along with any repairs made, to maintain the protectiveness of the remedial action that is described in this Deed Notice. The biennial certification will verify that the Land Use at the property is consistent with the restrictions in this Deed Notice. The biennial certification will also describe how the remedial action continues to be protective of the public and safety of the environment. Remedial effectiveness of the cap will be demonstrated through the performance of biennial certifications.

Exhibit C-1ARemedial Action Permit Inspection Form

**SRP Name:** Summit DPW  
**SRP No.:** 008156  
**PRCR:** City of Summit  
**RAP No:**

**Date of Inspection:****Inspector:**

**Engineering Controls:** Asphalt Surfaces, Concrete Surfaces, Vegetative Areas

***Inspection Notes:***

Is the current use of the Site consisted with the use restrictions identified in the deed notice?

Was damage to the engineering control identified during the current inspection? If yes, describe.

Were any repairs of the engineering controls performed since the last inspection? If yes, describe.

Has any excavation or disturbance occurred in the restricted areas since the last biennial certification that presents an unacceptable risk to the public health and safety or the environment? If yes, provide a description of disturbance/excavation including: date and duration of disturbance, name of individual conducting the disturbance, precautions taken to prevent exposure and repair of any engineering control.

Attach Photographs

## Exhibit C-2

### *A) General Description of the Engineering Controls*

#### Existing asphalt and concrete areas

The existing asphalt and concrete areas (between 4 and 8 inches) shall act as the environmental cap.

### *B) Objective of the Engineering Controls*

The objective of the engineering controls is to restrict direct access of contaminated soils.

### *C) How Engineering Control Functions*

The engineering controls implemented as part of the Deed Notice serve to provide a barrier or limits access to impacted areas/contaminated soil.

#### Monitoring and Inspection

Monitoring of the institutional and engineering controls will consist of an inspection of the restricted areas. All capping elements listed above will be inspected, at a minimum, quarterly by the current and/or subsequent owner of the property. Upon notification or identification of damage, breaches or faults, the current and/or subsequent owner of the property will immediately implement repairs.

The results of all inspections and maintenance and any disturbances of the controls shall be documented in a logbook. A copy of the entries into the logbook shall be included in the biennial certification in addition to photographs, etc. The logbook will be made available to the NJDEP upon request. The monitoring report will be submitted with the biennial certification.

Any newly promulgated or modified requirements of applicable regulations or laws that apply to the Property will be identified at the time of the biennial certification. At the time of the biennial certification, new standards, regulations, or laws that apply to the site will be assessed to determine if the existing Deed Notice remains protective or requires additional sampling or remediation.

#### Remedial Action Protectiveness / Biennial Certification

The biennial certification will include a monitoring report that documents the specific monitoring activities, pursuant to "Monitoring and Inspection" above, and conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice. It will include a statement that land use at the Property is consistent with the restrictions in this Deed Notice, and that the remedial action that includes this Deed Notice continues to be protective of public health and safety and of the environment. The biennial certification will include a completed Remedial Action Protectiveness Certification/Biennial Certification Form – Soil. The Form will be submitted to the NJDEP.

## Exhibit C-3

### A) General Description of the Engineering Controls

#### Existing lawn areas

These areas will remain as the established vegetation consisting of grass lawn.

#### D) Objective of the Engineering Controls

The objective of the engineering controls is to restrict direct access of contaminated soils.

#### E) How Engineering Control Functions

The engineering controls implemented as part of the Deed Notice serve to provide a barrier or limits access to impacted areas/contaminated soil.

#### Monitoring and Inspection

Monitoring of the institutional and engineering controls will consist of an inspection of the restricted areas. All capping elements listed above will be inspected, at a minimum, semi-annually by the current and/or subsequent owner of the property. Upon notification or identification of damage, breaches or faults, the current and/or subsequent owner of the property will immediately implement repairs.

The results of all inspections and maintenance and any disturbances of the controls shall be documented in a logbook. A copy of the entries into the logbook shall be included in the biennial certification in addition to photographs, etc. The logbook will be made available to the NJDEP upon request. The monitoring report will be submitted with the biennial certification.

Any newly promulgated or modified requirements of applicable regulations or laws that apply to the Property will be identified at the time of the biennial certification. At the time of the biennial certification, new standards, regulations, or laws that apply to the site will be assessed to determine if the existing Deed Notice remains protective or requires additional sampling or remediation.

#### Remedial Action Protectiveness / Biennial Certification

The biennial certification will include a monitoring report that documents the specific monitoring activities, pursuant to "Monitoring and Inspection" above, and conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice. It will include a statement that land use at the Property is consistent with the restrictions in this Deed Notice, and that the remedial action that includes this Deed Notice continues to be protective of public health and safety and of the environment. The biennial certification will include a completed Remedial Action Protectiveness Certification/Biennial Certification Form – Soil. The Form will be submitted to the NJDEP.

**AUTHORIZE LICENSED SITE REMEDIATION  
PROFESSIONALS AGREEMENT  
IN EXCESS OF \$17,500.00 –  
DPW FACILITY, 41 CHATHAM ROAD  
HATCH MOTT MACDONALD - \$60,900.00**

February 17, 2016

WHEREAS, the City of Summit has a need to acquire the services of a Licensed Site Remediation Professionals (LSRP) for a Remedial Investigation of the Department of Public Works facility at 41 Chatham Road, which has been identified by NJ DEP as a contaminated site, 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, the anticipated term of this contract is from the date of the fully executed agreement to the City's acceptance of the completion of the scope of services, and

WHEREAS, Hatch Mott MacDonald has submitted a proposal dated December 1, 2015, indicating it will provide various tasks related to Licensed Site Remediation Professional services for the DPW facility at 41 Chatham Road, and

WHEREAS, Hatch Mott MacDonald has completed and submitted a Business Entity Disclosure Certification which certifies that Hatch Mott MacDonald 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 Hatch Mott MacDonald from making any reportable contributions to a political or candidate committee in the City of Summit through the term of the contract, and

WHEREAS, the cost of said services is Task 1, Site Investigation Report, \$12,250.00 and Task 2, Soil Borings and Soil Sampling, \$48,650.00, for a total of \$60,900.00, and funds are available in account #C-04-30-019-00A-006 and have been certified by the Chief Financial Officer, attached hereto, and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection, and

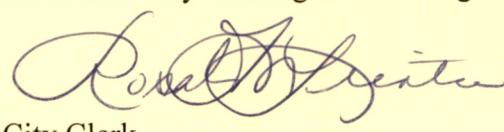
WHEREAS, in a memo dated September 29, 2015, the City Engineer recommends authorizing a contract with Hatch Mott MacDonald for Task 1 and Task 2 described above, and has advised that this contract award complies with the Local Public Contracts Law.

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

1. That the Mayor and City Clerk are hereby authorized and directed to sign an agreement with Hatch Mott MacDonald, 111 South Wood Avenue, Iselin, NJ 08830, as described herein.
2. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
3. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because Hatch Mott MacDonald is a professional corporation that employs a person licensed by the State of New Jersey to perform the oversight of sites in need of remediation as required by N.J.S.A. 58:10C, Site Remediation Reform Act.
4. That Hatch Mott MacDonald 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.
5. A notice of this action shall be published in the Union County Local Source.

Dated: February 17, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Wednesday evening, February 17, 2016.

  
Rosalia M. Licatese  
City Clerk

## 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: February 2, 2016  
Resolution Doc Id: 3449

Vendor: HATCH MOTT MACDONALD  
111 SOUTH WOOD AVENUE  
ISELIN, NJ 08830-4112

Purchase Order Number: 16-00512

Account Number	Amount	Account Description
C-04-30-066-00A-051	\$35,900.00	3066 UST Removal DPW/FireH/Transfer Sta
C-04-30-084-00A-150	<u>\$25,000.00</u>	3084A DCS UST DPW Yard/41 Chatham Rd
Total	\$60,900.00	

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

# Memo

**To:** Mayor and Council  
**From:** Marge Gerba  
**Date:** 1/22/16  
**Re:** Non-Fair and Open Professional Services Contract Awards

Pursuant to N.J.S.A. 19:44A-20.5, this memo is to hereby certify that the following Professional Services contracts to be considered at the February 2, 2016 Council Meeting for award under a non-fair and open process each have 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:

- Licensed Site Remediation Professional, DPW Facility, 41 Chatham Road – Hatch Mott MacDonald – Task 1 Site Investigation Report \$12,250.00 and Task Field Mobilization #1 Soil borings and soil sampling \$48,650.00 – for a total of \$60,900.00

37238  
10.C.2.b

**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 *Hatch Mott MacDonald, LLC* 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 ~~February 1, 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).

<ul style="list-style-type: none"> <li>Summit Municipal Democratic Committee (Mayor Nora Radest, Council members B. David Naidu, Richard Sun)</li> <li>Summit Republican City Committee (Council members Patrick Hurley, Sandra Lizza, Mike McTernan, Mary Ogden, Robert Rubino)</li> </ul>	<ul style="list-style-type: none"> <li>Nora Radest for Mayor</li> <li>McTernan for Council</li> <li>New Jersey State Democratic Committee</li> <li>Naidu for Council</li> <li>Dickson, Smith, Dill and Ogden</li> <li>Rubino for Council</li> <li>Sun for Summit Council</li> </ul>
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**Part II – Ownership Disclosure Certification**

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       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Company       Limited Liability Partnership

Name of Stock or Shareholder	Home Address
<b>PLEASE SEE ATTACHED OWNERSHIP DISCLOSURE STATEMENT</b>	

**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: *Hatch Mott MacDonald, LLC*

Signed: *Albert N. Beninato*

Print Name: Albert N. Beninato

Title: Executive Vice President

Date: January 1, 2016

Subscribed and sworn before me this 1<sup>st</sup> day of January, 2016.

My Commission expires: October 24, 2020

*Karen Marcotullio*  
(Affiant)

(Karen Marcotullio, Notary) (Corporate Seal)

**KAREN MARCOTULLIO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires Oct. 24, 2020**

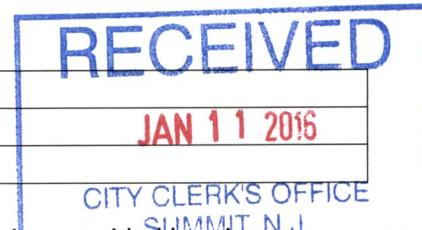
# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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: Hatch Mott MacDonald, LLC  
 Address: 111 Wood Avenue South  
 City: Iselin State: NJ Zip: 08830



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.

  
 Signature

Albert N. Beninato  
 Printed Name

Executive Vice President  
 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 Amount
Hatch Mott MacDonald	Bramnick for Assembly	03/02/2015	600.00
Hatch Mott MacDonald	EFO Manny Grova Jr	03/04/2015	240.00
Hatch Mott MacDonald	EFO J Christian Bollwage	03/04/2015	1,250.00
Hatch Mott MacDonald	EFO Frank Cuesta	03/04/2015	1,250.00
Hatch Mott MacDonald	Nancy Munoz for Assembly	04/24/2015	250.00
Hatch Mott MacDonald	EFO Sen. Thomas Kean Jr	06/01/2015	2,100.00
Hatch Mott MacDonald	Bramnick for Assembly	07/01/2015	300.00
Hatch Mott MacDonald	EFO Frank Cuesta	07/13/2015	1,000.00
Hatch Mott MacDonald	EFO Manny Grova Jr.	08/28/2015	210.00
Hatch Mott MacDonald	Holley for Assembly	09/15/2015	500.00
Hatch Mott MacDonald	Nancy Munoz for Assembly	09/15/2015	250.00

Check here if the information is continued on subsequent page(s)

## STOCKHOLDER DISCLOSURE CERTIFICATION

37250

**Name of Business:** Hatch Mott MacDonald, LLC

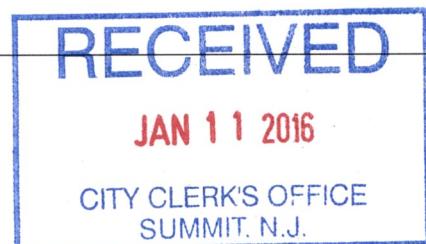
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**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 Corporation Limited Liability Partnership Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders: PLEASE SEE ATTACHED STATEMENT OF OWNERSHIP**

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:



Subscribed and sworn before me this <u>7<sup>th</sup></u> day of January 2016.	<u>Karen Marcotullio</u> Karen Marcotullio (Notary Public)	<u>Albert N. Beninato</u> Albert N. Beninato, P.E. Executive Vice President (Print name & title of affiant)
My Commission expires: October 24, 2020	<u>Albert N. Beninato</u> (Affiant)	

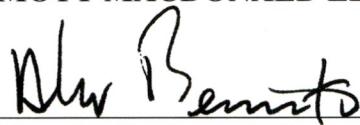
KAREN MARCOTULLIO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 24, 2020

**HATCH MOTT MACDONALD LLC****STATEMENT OF OWNERSHIP**

Hatch Mott MacDonald LLC, a Delaware limited liability corporation, is a wholly-owned subsidiary of Hatch Mott MacDonald Holdings, Inc., a Delaware corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald NY, Inc., a New York corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald Group, Inc., a Delaware corporation. The common stock of Hatch Mott MacDonald Group, Inc. is 39% owned by Hatch Associates, Inc., a Canadian corporation, 39% owned by Mott MacDonald International, Ltd., a corporation of the United Kingdom, and 22% owned by senior executives of the Hatch Mott companies. No natural person has more than a ten percent (10%) ownership interest in Hatch Mott MacDonald Group, Inc. or any of its subsidiary companies.

**HATCH MOTT MACDONALD LLC**

By:

  
Albert N. Beninato, P.E.

Executive Vice President



**AMEND LICENSED SITE REMEDIATION  
PROFESSIONAL SERVICES AGREEMENT  
IN EXCESS OF \$17,500.00 –  
DPW FACILITY, 41 CHATHAM ROAD  
TASKS 3 AND 4 – WELL MONITORING  
AND TESTING - \$50,850.00**

December 6, 2016

WHEREAS, on February 17, 2016, Common Council adopted Resolution #37238 authorizing a Licensed Site Remediation Professional Services agreement #16-3230 with Hatch Mott MacDonald LLC for Remedial Investigation Services at the DPW Facility, 41 Chatham Road, for Tasks 1 and 2 of the 9 tasks included in its proposal dated December 1, 2016, and

WHEREAS, in a memo dated November 18, 2016, the City Engineer/Deputy DCS Director advises that a Remedial Investigation must be completed by March 1, 2017, which requires that Hatch Mott MacDonald LLC complete Tasks 3 and 4 of the above referenced proposal, well monitoring and testing, for a total amount of \$50,850.00, and

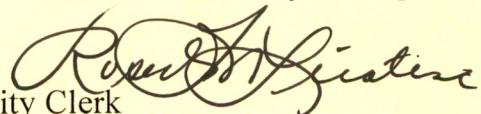
WHEREAS, in accordance with the City Treasurer's certification of availability of funds, a copy of which is hereto attached and made a part of this resolution, funds are available in account no. C-04-30-084-00A-170.

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

1. That the agreement with Hatch Mott MacDonald LLC, 111 Wood Avenue South, Iselin, NJ 08830, for Licensed Site Remediation Professional Services at the DPW Facility, 41 Chatham Road, be amended to include Tasks 3 and 4 for a total additional amount of \$50,850.00.
2. A notice of this action shall be published in the Union County Local Source.

Dated: December 6, 2016

I, Rosalia M. Licatise, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a special meeting held on Tuesday evening, December 6, 2016.

  
Rosalia M. Licatise  
City Clerk

## 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: December 6, 2016  
Resolution Doc Id: 4633

Vendor: HATCH MOTT MACDONALD  
111 SOUTH WOOD AVENUE  
ISELIN, NJ 08830-4112

Purchase Order Number: 16-00512

Account Number	Amount	Account Description
C-04-30-084-00A-170	\$50,850.00	3084A DCS UST DPW Transfer Station
Amended Contract Total	\$111,750.00	

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

**WORKS (R) # 3**

Resolution (ID # 5816)  
July 10, 2018

**AUTHORIZE EXTENSION OF SHARED SERVICES AGREEMENT WITH NEW  
PROVIDENCE - WASTEWATER OPERATIONS AND MAINTENANCE - JULY 1, 2018  
THROUGH DECEMBER 31, 2018**

WHEREAS, the City of Summit (“City”) and Borough of New Providence (“Borough”) have been parties to a shared services agreement for Wastewater Operations and Maintenance from July 1, 2016 through June 30, 2018, and

WHEREAS, the City and the Borough desire to continue said agreement through December 31, 2018 to allow a new agreement to run annually, expiring at year end, rather than mid-year.

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

That it does hereby approve and authorize the extension of the Shared Services Agreement with the Borough of New Providence for Wastewater Operations and Maintenance, using current terms and rates as calculated in the escalation clause of the above referenced agreement through December 31, 2018.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

**RESOLUTION (ID # 5816)**

DOC ID: 5816

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: June 20, 2018

**SUMMARY**

For the last seven (7) years, the City has utilized the Borough of New Providence to provide sewer licensing and maintenance services for oversight the City's sanitary sewer system. The current contract expires on June 30, 2018. Unfortunately, despite our best efforts, the Borough was not able to develop a new contract prior to the expiration date and has instead requested to extend the existing contract to the end of the year.

No exception should be taken to this request and I recommend a resolution extending the existing contract to continue until December 31, 2018. It should be noted that one of the Divisions request for the new contract was to have it run with the calendar year so this extension will assist in that request. The extension will also permit additional time to make any other revisions to the contract if necessary. Thus far the contract has been a highly successful example of shared services and the working relationship remains outstanding.

BOROUGH OF  
**NEW PROVIDENCE**  
SETTLED IN 1720

**Allen Morgan, Mayor**  
**Wendi B. Barry, Borough Clerk**  
**Douglas R. Marvin, Administrator**

June 26, 2018

Michelle Caputo  
City Clerk's Office  
512 Springfield Ave.  
Summit, N.J. 07901

Dear Michelle,

Enclosed please find an certified copy of resolution 2018-184 entitled "Resolution Approving Extension Of Shared Service Agreement For Wastewater Operations And Maintenance Between The Borough Of New Providence And The City Of Summit Through December 31, 2018", which was approved by the Governing Body at the June 25, 2018 Borough Council Meeting.

Should you require anything additional please advise.

Sincerely,

Wendi Barry  
Borough Clerk

Enclosures

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2018-184

Council Meeting Date: 06-25-2018

Date Adopted: 06-25-2018

**TITLE:** RESOLUTION APPROVING EXTENSION OF SHARED SERVICE AGREEMENT FOR WASTEWATER OPERATIONS AND MAINTENANCE BETWEEN THE BOROUGH OF NEW PROVIDENCE AND THE CITY OF SUMMIT THROUGH DECEMBER 31, 2018.

Councilperson Geoffroy submitted the following resolution, which was duly seconded by Councilperson Kapner.

WHEREAS, the Borough of New Providence and the City of Summit jointly entered into a Shared Service Agreement for the period of July 1, 2016 through June 30, 2018 for Wastewater Operations and Maintenance; and

WHEREAS, The Borough of New Providence and the City of Summit desire to continue said agreement through December 31, 2018 to allow a new agreement to run annually, expiring at year end, rather than mid-year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize the extension of the attached Shared Service Agreement with the City of Summit for Wastewater Operations and Maintenance, using current terms and rates as calculated in the escalation clause of said agreement through December 31, 2018.

APPROVED, this 25<sup>th</sup> day of June, 2018.

## RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GENNARO				X
GEOFFROY	X			
KAPNER	X			
MADDEN			X	
MUÑOZ			X	
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 25<sup>th</sup> day of June, 2018.

Wendi B. Barry, Borough Clerk

I, Wendi B. Barry, Borough Clerk of the Borough of New Providence, County of Union and State of New Jersey, certify this to be a true copy of a resolution adopted by the Mayor and Borough Council at a regular meeting held on June 25, 2018.

Wendi B. Barry 06-26-2018  
Wendi B. Barry, Borough Clerk Date

## SHARED SERVICES AGREEMENT

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

THIS DOCUMENT constitutes a Shared Services Agreement, pursuant to N.J.S.A. 40A:65-1 et. seq., entered into by and between the Borough of New Providence, a body politic and corporate of the State of New Jersey with offices located at 360 Elkwood Avenue, New Providence, New Jersey 07974 and the City of Summit, a body politic and corporate of the State of New Jersey with offices located at 512 Springfield Avenue, Summit, New Jersey 07901. The date of execution of this Agreement is the 24 day of Oct., 2016 and retroactively continues the agreement that expired on May 2, 2016. Any changes from the agreement that expired on May 2, 2016 shall be effective on May 3, 2016.

### WITNESSETH

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

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

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

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

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

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

#### 1. PURPOSE.

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

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

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

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

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

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

### 3. INDEMNIFICATION

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

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

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

#### 4. REQUIRED APPROVALS

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

#### 5. DISPUTE RESOLUTION

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

#### 6. INSURANCE

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

#### 7. EFFECTIVE DATE

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

#### 8. NOTICES

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

#### 9. MISCELLANEOUS

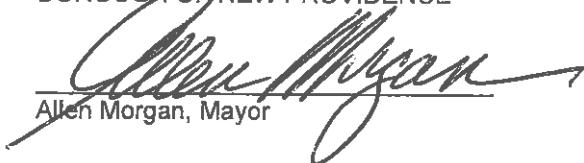
The following provisions shall apply to this agreement:

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

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

IN WITNESS WHEREOF, the appropriate elected officials of the Borough of New Providence have placed their signatures and appropriate seals on this 24 day of Oct, 2016.

BOROUGH OF NEW PROVIDENCE



Allen Morgan, Mayor

ATTEST:

Wendi Barry  
Wendi B. Barry, Clerk

I, Wendi, Clerk for the Borough of New Providence, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough of New Providence, at a meeting of said Borough of New Providence on Oct. 10, 2016.

Wendi Barry  
Wendi B. Barry, Clerk

IN WITNESS WHEREOF, the appropriate elected officials of the City of Summit have placed their signatures and appropriate seals on this 6<sup>th</sup> day of October, 2016.

CITY OF SUMMIT



Nora Radest, Mayor

ATTEST:

Rosalia M. Licat  
Rosalia M. Licat, City Clerk

I, Rosalia M. Licat, City Clerk for the City of Summit, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the City of Summit, at a meeting of said City of Summit on Oct. 5, 2016.

Rosalia M. Licat  
Rosalia M. Licat, City Clerk

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

October 5, 2016

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

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

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

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

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

Dated: October 5, 2016

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Wednesday evening, October 5, 2016.



Rosalia M. Licatese  
City Clerk

**RESOLUTION**  
 of the  
**BOROUGH OF NEW PROVIDENCE**  
 Resolution No. 2016-325

Council Meeting Date: 10-10-2016

Date Adopted: 10-10-2016

**TITLE:** RESOLUTION APPROVING SHARED SERVICE AGREEMENT FOR  
 WASTEWATER OPERATIONS AND MAINTENANCE BETWEEN THE  
 BOROUGH OF NEW PROVIDENCE AND THE CITY OF SUMMIT

Councilperson Galluccio submitted the following resolution, which was duly seconded  
 by Councilperson Muñoz.

Whereas, the Borough of New Providence and the City of Summit jointly  
 conducted a feasibility study for Wastewater Operations and Maintenance; and

WHEREAS, the Borough of New Providence and the City of Summit believe that  
 the residents of both municipalities are better served by a Shared Service Agreement  
 for Wastewater Operations and Maintenance; and

WHEREAS, it is agreed that the Borough of New Providence will be the Lead  
 Agency pursuant to NJSA 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the  
 Borough of New Providence, in the County of Union and State of New Jersey, that they  
 do hereby approve and authorize the attached Shared Service Agreement with the City  
 of Summit for Wastewater Operations and Maintenance, and they do further authorize  
 and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of  
 New Providence.

APPROVED, this 10<sup>th</sup> day of October, 2016.

## RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO			X	
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 10<sup>th</sup> day of October, 2016.

Wendi B. Barry, Borough Clerk

16-3275 11/30/2016 DCS/Eng  
Borough of New Providence  
Shared Services Agreement - Wastewater Operation  
and Maintenance 5/18/17 - 6/30/18

Res # 37548 10/5/2016  
Start to End dates: 5/18/16 6/30/18

DARM Schedule/Series/Title  
M100000-008 General, Municipal 0303-0001  
Contracts/Agreements/Amendments General (Original)

Retention Period Destruction Date  
6 yrs compl 12/31/24

## SHARED SERVICES AGREEMENT

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

THIS DOCUMENT constitutes a Shared Services Agreement, pursuant to N.J.S.A. 40A:65-1 et. seq., entered into by and between the Borough of New Providence, a body politic and corporate of the State of New Jersey with offices located at 360 Elkwood Avenue, New Providence, New Jersey 07974 and the City of Summit, a body politic and corporate of the State of New Jersey with offices located at 512 Springfield Avenue, Summit, New Jersey 07901. The date of execution of this Agreement is the 24 day of OCT., 2016 and retroactively continues the agreement that expired on May 2, 2016. Any changes from the agreement that expired on May 2, 2016 shall be effective on May 3, 2016.

## WITNESSETH

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

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

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

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

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

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

## 1. PURPOSE.

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

## 2. SEWER OPERATIONS; TERMS AND CONDITIONS

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

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

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

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

### 3. INDEMNIFICATION

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

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

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

#### 4. REQUIRED APPROVALS

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

#### 5. DISPUTE RESOLUTION

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

#### 6. INSURANCE

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

#### 7. EFFECTIVE DATE

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

#### 8. NOTICES

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

#### 9. MISCELLANEOUS

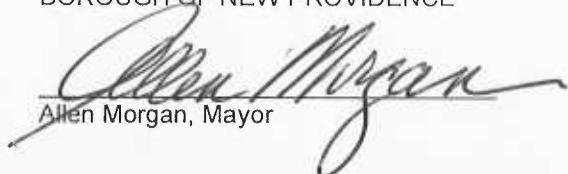
The following provisions shall apply to this agreement:

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

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

IN WITNESS WHEREOF, the appropriate elected officials of the Borough of New Providence have placed their signatures and appropriate seals on this 24 day of OCT., 2016.

BOROUGH OF NEW PROVIDENCE



Allen Morgan, Mayor

ATTEST:

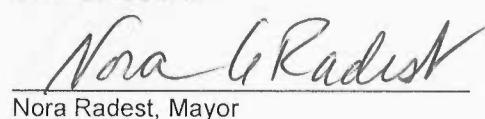
Wendi B. Barry  
Wendi B. Barry, Clerk

I, Wendi, Clerk for the Borough of New Providence, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough of New Providence, at a meeting of said Borough of New Providence on OCT. 10, 2016, 2016.

Wendi B. Barry  
Wendi B. Barry, Clerk

IN WITNESS WHEREOF, the appropriate elected officials of the City of Summit have placed their signatures and appropriate seals on this 6<sup>th</sup> day of October, 2016.

CITY OF SUMMIT



Nora Radest, Mayor

ATTEST:

Rosalia M. Licat  
Rosalia M. Licat, City Clerk

I, Rosalia M. Licat, City Clerk for the City of Summit, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the City of Summit, at a meeting of said City of Summit on Oct. 5, 2016.

Rosalia M. Licat  
Rosalia M. Licat, City Clerk

BOROUGH OF  
**NEW PROVIDENCE**  
SETTLED IN 1720

Allen Morgan, Mayor  
Wendi B. Barry, Borough Clerk  
Douglas R. Marvin, Administrator

November 21, 2016

Michelle Caputo  
City Clerk's Office  
512 Springfield Ave.  
Summit, N.J. 07901



Dear Michelle,

Enclosed please find an executed copy of the Shared Agreement for Wastewater Operations and Management of the Sewer System for the City of Summit.

Should you require anything additional please advise.

Sincerely,

*Wendi Barry*

Wendi Barry  
Borough Clerk

Enclosures

**City Clerk's Office  
City of Summit  
512 Springfield Avenue  
Summit, NJ 07901  
(908) 273-6400**

# Memo

**To: Aaron Schrager  
From: Michelle Caputo  
Date: 10/6/16  
Re: Shared Services Agreement with New Providence – Wastewater  
Operations and Maintenance**

Attached please find two (2) copies of the above referenced agreement for processing which have been signed by the Mayor and City Clerk, and certified copy of resolution #37548 dated October 5, 2016 authorizing the agreement.

Once fully executed by the vendor, please return one original fully executed agreement to the City Clerk's Office for the City's official contract file.

*Please visit us at:  
[www.cityofsummit.org](http://www.cityofsummit.org)*

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

October 5, 2016

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

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

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

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

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

Dated: October 5, 2016

I, Rosalia M. Licatiese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Wednesday evening, October 5, 2016.

City Clerk



**Community Service Department (DCS)**  
R - Works

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

Meeting: 06/21/16 07:30 PM

## RESOLUTION (ID # 4299)

DOC ID: 4299 A

TO: Mayor and Common Council  
 FROM: Aaron Schrager, City Engineer/ Deputy DCS Director  
 DATE: May 18, 2016

### **SUMMARY**

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

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

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

Thanks

**WORKS (R) #4**

Resolution (ID # 5781)  
July 10, 2018

**AUTHORIZE CHANGE ORDER #1 & FINAL - 2017 CURB AND ADA RAMP PROJECT - (-  
\$25,193.00)**

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

That due to the actual quantities utilized during this project, the Assistant City Engineer recommends Change Order No. 1 decreasing the original contract with AA Berms, LLC 106 Mill Street, Belleville, NJ 07109 by \$25,193.00.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

**RESOLUTION (ID # 5781)**

DOC ID: 5781

TO: Mayor and Common Council

FROM: Rick Matias, Assistant Engineer

DATE: June 19, 2018

**SUMMARY**

Attached is Change Order No. 1 (Final) for the 2017 Curb and ADA Ramp Project. The Contractor, AA Berms LLC, has completed all work satisfactorily and Change Order No. 1 (Final) adjusts the contract based on the actual quantities utilized during this project as verified by the Engineering Division. Change Order No. 1 (Final) decreases the contract by \$25,193 or 15%. The original contract award was \$172,958.50 and the new contract amount is \$147,765.50.

The project included the installation of ADA Ramps in various locations including Blackburn Place, Washington School and both City Parking Lots along Broad Street. The project also included the installation or replacement of granite block curbing ahead of several smaller scale paving projects, specifically, Debary Place, Harvard Street, Watchung Place and Hillside Avenue.

Based on the above information, I recommend Common Council approve Change Order No. 1 (Final) for the 2017 Curb and ADA Ramp Project which decreases and finalizes the contract by \$25,193 to the final contract amount of \$147,765.50.

**Project Change Order**  
**The City of Summit**

No. 1 &amp; Final

Project: 2017 Curb and ADA Ramp Project

**Contractor:** AA Berms LLC  
 106 Mill Street  
 Belleville, NJ 07109

The following changes are authorized to this contract:

**A Itemized Changes**

Item	Purpose	Price	Qty	Amount [Add; (deduct)]
4	TREE REMOVAL, OVER 6" to 36", IF AND WHERE DIRECTED	\$2,000.00	-1	(\$2,000.00)
8	PARKING AND MATERIAL STORAGE	\$500.00	-1	(\$500.00)
12	CONCRETE SIDEWALK, 4" THICK	\$66.00	-179	(\$11,814.00)
13	GRANITE CURB	\$29.50	-358	(\$10,561.00)
15	DETECTABLE WARNING SURFACE (BRICKS)	\$120.00	-26	(\$3,120.00)
19	FERTILIZING AND SEEDING, TYPE A-3,	\$1.00	2	\$2.00
Z1	CURB WALL	\$2,500.00	1	\$2,500.00
Z2	CURB PIECE	\$300.00	1	\$300.00

**B Net change to contract:** (\$25,193.00)**C Original contract sum:** \$ 172,958.50**D 20% of original contract sum =** \$ 34,591.70**E Total of all previous change orders:** \$ -**F Total of all C.O.s (NOT TO EXCEED LINE D)** (\$25,193.00)**G New contract total:** \$147,765.50Recommended by:

Signed:   
 Department Head  
 Date: 6/12/18

Authorized by:

Signed:   
 Purchasing Agent  
 Date: 6/13/18

Accepted by contractor's agent:

Signed:   
 Firm: AA Berms LLC  
 Date: 6-8-18

Approved by Council Resolution:

Date: \_\_\_\_\_  
 Certified:   
 City Clerk

Resolution (ID # 5780)  
July 10, 2018

**AUTHORIZE CHANGE ORDER #1 & FINAL - ALLEY WAY IMPROVEMENT PROJECT (-  
\$13,134.92)**

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

That due to the actual quantities utilized during this project, the Assistant City Engineer recommends Change Order No. 1 decreasing the original contract with AA Berms, Inc., 106 Mill Street, Belleville, NJ 07109, by \$13,134.92.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

**RESOLUTION (ID # 5780)**

DOC ID: 5780

TO: Mayor and Common Council  
FROM: Rick Matias, Assistant Engineer  
DATE: June 8, 2018

**SUMMARY**

Attached is Change Order No. 1 (Final) for the Alley Way Improvement Project. The Contractor, AA Berms Inc, has completed all work satisfactorily and Change Order No. 1 (Final) adjusts the contract based on the actual quantities utilized during this project as verified by the Engineering Division. Change Order No. 1 (Final) decreases the contract by \$13,134.92 or 12%. The original contract award was \$105,375.11 and the new contract amount is \$92,240.19.

The project included the installation of sidewalk, drainage upgrades and mill/pave of all three Alleys. Portions of the Alley Ways were reconstructed to improve the vertical alignment near and around several of the inlets. Sidewalk was added on the north side of all three Alley Ways to improve pedestrian safety.

Based on the above information, I recommend Common Council approve Change Order No. 1 (Final) for the Alley Way Improvement Project which decreases and finalizes the contract by \$13,134.92 to the final contract amount of \$92,240.19.

**Project Change Order****The City of Summit****No. 1 & Final****Project:** Alley Way Improvement Project**Contractor:** AA Berms LLC

The following changes are authorized to this contract:

**A Itemized Changes**

Item	Purpose	Price	Qty	Amount [Add; (deduct)]
6	PARKING AND MATERIAL STORAGE	\$1,500.00	-1	(\$1,500.00)
7	INLET FILTERS, TYPE 2, 2' x 4'	\$0.01	-7	(\$0.07)
8	CONSTRUCTION SIGNS	\$0.01	-200	(\$2.00)
9	HMA MILLING, 2" OR LESS	\$7.40	-230	(\$1,702.00)
10	HOT MIX ASPHALT SURFACE COURSE MIX I-5	\$115.90	-48	(\$5,563.20)
11	DGA BASE COURSE, 6" THICK, IF AND WHERE DIRECTED	\$0.01	-25	(\$0.25)
12	CONCRETE SIDEWALK, 6" THICK (WITH 6X6 WWM)	\$74.00	-30	(\$2,220.00)
13	GRANITE CURB	\$55.00	0	\$0.00
14	FULL DEPTH REPAIR, IF AND WHERE DIRECTED	\$0.01	-25	(\$0.25)
15	TRAFFIC STRIPES, 4" THICK	\$1.35	-724	(\$977.40)
16	RECONSTRUCTION INLET, TYPE A, USING NEW CASTING	\$1,800.00	1	\$1,800.00
17	RECONSTRUCTION INLET, TYPE A, USING EXISTING CASTING	\$1,200.00	-1	(\$1,200.00)
18	GUIDE SIGN, TYPE GA, BREAKAWAY SUPPORT	\$41.50	-96.5	(\$4,004.75)
Z1	REPLACE CASTING ON UTILITY BOX	\$300.00	1	\$300.00
Z2	EXTRA CONCRETE DISPOSAL	\$1,935.00	1	\$1,935.00

**B Net change to contract:**

(\$13,134.92)

**C Original contract sum:**

\$ 105,375.11

**D 20% of original contract sum =**

\$ 21,075.02

**E Total of all previous change orders:**

\$ -

**F Total of all C.O.s (NOT TO EXCEED LINE D )**

(\$13,134.92)

**G New contract total:**

\$92,240.19

Recommended by:

Signed:

Department Head

Date:

June 1, 2018

Authorized by:

Signed:

Michelle Caputo

Purchasing Agent

Date:

6/8/18

Accepted by contractor's agent:

Signed:

AA Berms LLC

Firm:

5-31-18

Date:

Approved by Council Resolution:

Date:

Certified :

City Clerk

## 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: July 10, 2018  
Resolution Doc Id: 5780

Vendor: AA Berms, LLC  
106 Mill Street  
Belleville, NJ 07109

Purchase Order Number: 18-00809 Change Order #1

Account Number	Amount	Account Description
C-04-30-084-00E-020	-\$7,259.81	3084E DCS Alleys Improvements
C-04-31-041-00E-100	<u>-\$5,875.11</u>	3141E DCS Annual Road Program
	<u>-\$13,134.92</u>	

New Contract Total is \$92,240.19.

*Margaret V Gerba*  
City Treasurer/CFO

Resolution (ID # 5809)  
July 10, 2018

**APPOINT RECYCLING ADVISORY COMMITTEE MEMBERS (PENDING CLOSED  
SESSION DISCUSSION)**

Pending Closed Session discussion.

Resolution (ID # 5565)  
July 10, 2018

**ACKNOWLEDGING ENCROACHMENT OF ARBORVITAES INTO THE PUBLIC RIGHT-OF-WAY - BLOCK 2806, LOT 1.01 - 36 BLACKBURN PLACE**

WHEREAS, the owners of Block 2806, Lot 1.01, as designated on the Tax Assessment Map of the City of Summit, more commonly known as 36 Blackburn Place, have advised the City that they wish to maintain a row of arborvitaes located on the Pine Grove Avenue side of the property within the public right-of-way, and

WHEREAS, the Director of the Department of Community Services has no objection to allowing this encroachment into the public right-of-way provided that the property owners enter into an Agreement with the City as provided herein, and

WHEREAS, the property owners have agreed to enter into an Agreement with the City which acknowledges the encroachment of the arborvitaes into the public right-of-way, and

WHEREAS, the property owners also agree to hold the City harmless from any liability connected with said encroachment.

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

1. That the City hereby acknowledges that the arborvitaes located on Block 2806, Lot 1.01 encroach into the City's public right-of-way along the Pine Grove Avenue side of the property, and
2. That the Mayor and City Clerk are hereby authorized to enter into an Agreement with the owners of the aforementioned property regarding the encroachment of the existing arborvitaes into the public right-of-way on Pine Grove Avenue, and
3. That the Agreement shall run with the land and shall be recorded in the Union County Clerk's Office.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



December 15, 2017

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

Re: Kleinman Residence 36 Blackburn Place Summit, New Jersey  
 Block: 2806 Lot: 1.01

Dear Rosemary:

We are writing to you on behalf of Mr. and Mrs. Justin Kleinman. They are the owners of 36 Blackburn Place in Summit.

They received Variance Approval for improvements to their property from the City of Summit Zoning Board of Adjustment on November 20, 2017. During the review of the Variance Application by the City Officials, a question came up regarding a row of existing mature arborvitae that are located along the Pine Grove Avenue side of their property in the City right-of-way.

At the Zoning Board Hearing, the Board Attorney instructed the Kleinmans that they needed to receive approval from Summit Common Council to maintain the landscaping.

Mr. and Mrs. Kleinman would like to keep the existing landscaping where it is, and are seeking Council approval in order to do so. We have enclosed a copy of the site plan drawing, the administrative comments from the City, and photographs of the landscaping.

Please let us know if these documents are sufficient, or if the Council requires additional information to approve this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Rosen'.

David M. Rosen, AIA  
 Partner

Copy to: Mr. and Mrs. J. Kleinman

Enclosures

*-JL: Lennan & Lennan  
 to site visit*

rkcad.com

## COMMUNITY SERVICES

**TO :** Zoning Board of Adjustment  
**FROM :** Christa Anderson, Zoning Officer *CA*  
**DATE :** November 15, 2017  
**SUBJECT :** Zoning Board application #ZB-17-1895  
 Justin & Traci Kleinman  
 Construct a garage expansion, reorient the garage doors, reconstruct the driveway  
**COPY TO:** File

The application is submitted as a direct application having no prior zoning review. The plans submitted consist of a survey prepared by William G. Hollows of Murphy & Hollows dated 10/17/05, 4 sheets of architectural plans prepared by Rosen Kelly Conway with a variance submittal date of 09/21/17, and 3 sheets of engineering plans signed and sealed by Michael L. Jurist, P.E., dated September 21, 2017. Based on the plans submitted and the requirements of the R-10 Zone in which the property is located, I find that variances are required as follows:

1. For garage doors facing the street whereas garages are not permitted to face the street where the lot is wider than 75 feet. The property is a corner lot having lot width of 97.13 feet on Blackburn Place and 185 feet on Pine Grove Avenue. The lot is one of two created in a minor subdivision approved by the Planning Board in 2005
2. For proposed width of the driveway within the required front yard of approximately 52 feet, including the proposed K-turn area, whereas 18 feet is the maximum width permitted. The applicant has opted to retain the existing curb cut rather than relocate the curb cut directly in front of the proposed new garage doors.

The Board may wish to require the curb cut to be relocated in order to minimize the extent of the asphalt in the front yard although, conversely, the existing evergreens planted within the right of way do provide dense screening. I can find no record of when the evergreens were planted in the right of way nor can I find any prior approval for the evergreens to have been planted in the right of way. The evergreens do not pose a sight distance problem. The applicant should be required to submit a request to the Common Council for permission to maintain the evergreens in the City right of way.

The property contains a conforming open fence installed approximately 1 foot inside the front property line in the Pine Grove Avenue front yard under a construction permit issued in 2006 to a prior owner. The fence includes a gate across the existing driveway. The location of the gate is not set back far enough from the street curb to enable a vehicle to pull entirely off the roadway to operate the gate. I will be retrieving the fence permit from City archives off-site to verify what was approved regarding the location of the driveway gate. The Development Regulations Ordinance does not stipulate a required setback for driveway gates; however, I typically require them to be at least 20 feet in from the street curb. Since it can be anticipated that the driveway will have to be repaved should the application be approved, I strongly suggest that the applicant be required to remove or relocate the driveway gate so that it would never be possible for a vehicle to block the roadway to open the gate.

Calzb36blackburn place garage doors and driveway 2017

# THE CITY OF SUMMIT

## NEW JERSEY

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

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

Maria Coppinger  
 Deputy City Clerk  
 (908) 273-6400  
 Fax (908) 273-2977  
[mcoppinger@cityofsummit.org](mailto:mcoppinger@cityofsummit.org)

December 20, 2017

Mr. David M. Rosen, A/A  
 Partner  
 Rosen Kelly Conway Architecture & Design  
 16 Maple Street  
 Summit, New Jersey 07901

Re: Kleinman Residence Request to Maintain Landscaping Along Pine Grove Avenue – Assigned to the Buildings & Grounds Committee

Dear Mr. Rosen:

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 in which you wrote was referred to the Buildings & Grounds Committee, whose contact is the Director of the Department of Community Services, Paul Cascais. Mr. Cascais may be reached at 908-273-6404 should you have any questions regarding the status of your correspondence.

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

Sincerely,



Rosemary Licatese

c: Mayor and Council  
 M. Rogers, City Administrator  
 P. Cascais, DCS Director  
 A. Schrager, City Engineer/DCS Deputy Director  
 C. Anderson, Zoning Officer

## **RESOLUTION OF APPROVAL**

**APPLICATION OF  
JUSTIN & TRACI KLEINMAN**

IN THE MATTER OF : ZONING BOARD OF ADJUSTMENT  
JUSTIN & TRACI KLEINMAN : CITY OF SUMMIT  
: APPLICATION NO. ZB-17-1895  
: BLOCK 2806, LOT 1.01  
: 36 BLACKBURN PLACE

**WHEREAS**, Justin & Traci Kleinman, have requested variances pursuant to N.J.S.A. 40:55D-70(c)(1) and (c)(2) to construct an addition and modify the existing driveway as well as remove the existing patio and play area and construct a new rear patio on the property located at Block 2806, Lot 1.01 on the tax map of the City of Summit, being commonly known as 36 Blackburn Place, Summit, New Jersey, and said premises being in the R-10 Zone; and

**WHEREAS**, the Board held a public hearing on said application on November 20, 2017; and

**WHEREAS**, the applicant provided adequate notice of 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 heard the testimony and evidence presented by the applicant, and received no 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, made the following findings of fact:

1. The Board found the application complete.
2. According to the application, the applicant is seeking the following variances:
  - A. For a proposed front-facing garage whereas front-facing garages are not permitted in the zone.
  - B. For proposed driveway width within the required front yard of approximately 52 feet, including k-turn area whereas 18 feet is the maximum width permitted.

3. Based upon the sworn testimony of the applicants Traci & Justin Kleinman, the Board made the following findings of fact:
  - A. The applicants are proposing to construct an addition to the home, modify the existing driveway and reorient the garage doors to be front facing.
4. Based upon the sworn and qualified testimony of the applicant's Architect, Dave Rosen, the Board made the following findings of fact:
  - A. The applicants are proposing a front facing garage.
  - B. The applicant is proposing to enlarge the garage in order to create space for storage.
  - C. The modification of the driveway will allow for a larger rear yard as the garage will move from the side of the property to the front.
  - D. The applicant is also proposing to construct a new rear patio and remove the existing patio and play area.
  - E. The proposal will allow space on the driveway for a k-turn, so that vehicles will not need to reverse out of the driveway during busy street hours.
  - F. It is his opinion that the front facing garage will be consistent with the character of the neighborhood as front facing garages are existing on many of the surrounding properties.
  - G. The applicant agrees to provide additional screening between neighboring properties.
5. The Board concluded that the proposed project will be an aesthetic improvement and will add to the functionality of the home thereby adding value to the housing stock of the City of Summit.
6. The Board recognizes that there is a slight hardship present due to the property being located on a corner lot, and finds that the proposed improvements are reasonable. In addition, the proposed landscaping will provide adequate screening from the street view.

7. There are no substantial negative impacts arising from the proposal and will not impinge on the light, air, or privacy of the surrounding property owners.
8. 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 there is a hardship present due to the fact that this property is located on a corner lot; and

**WHEREAS**, after careful deliberation, the Board determined that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(2) because the improvements to the property will be attractive, and will add to the housing stock of the City of Summit, hereby meeting the purpose of Zoning 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;" and

**WHEREAS**, the Board has determined that the relief sought can be granted without a substantial negative impact, provided all conditions of approval are satisfied or met; 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 6th day of November, 2017, upon a motion made by Jesse Butler and seconded by Steve Spurr that the application of Justin & Traci Kleinman 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 November 20, 2017.
2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.

3. The applicant will have one (1) year from the date of this Resolution to obtain a building permit.
4. 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.
5. 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.
6. This approval is subject to the applicant's continuing obligation to ensure that the fees generated on this application by the Board's Planner, Engineer, and Attorney are fully paid prior to the issuance of a building permit and/or the issuance of the Certificate of Occupancy.
7. The applicant is to submit a request to Common Council for permission to maintain the evergreens in the City's right-of-way.
8. The applicant must comply with the Board Engineer's letter of October 31, 2017 attached hereto as Exhibit "A".
9. The applicant must comply with the City Forester's comments which are attached hereto as "Exhibit "B"".
10. Publication of a notice of this decision will be published in one of the City's officially designated newspapers, at the cost of the applicant.

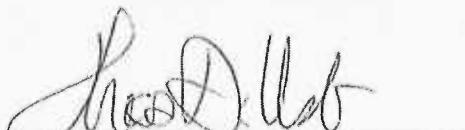
**VOTE ON ROLL CALL:**

IN FAVOR: Mark Hurrell; David Trone; Jesse Butler; Michael Lisowski; Michael Lardieri; Steve Spurr; Dennis McGuire; Thomas Ucko

OPPOSED: None

## CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution for Application #ZB-17-1895, approved on November 20, 2017 and duly adopted as to form by the Zoning Board and memorialized at its regular meeting on December 18, 2017.



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"

## MEMORANDUM

---

**To:** Zoning Board  
**From:** Andrew R. Hipolit, P.E.   
**Board Engineer**  
**Date:** October 31, 2017  
**Re:** 36 Blackburn Place  
 Block 2806, Lot 1.01  
 Summit, Union County, New Jersey  
 Summit File No. ZB-17-1895

---

I have reviewed the application prepared by Justin Kleinman, Applicant for the subject property. The Applicant submitted the following for review:

- a. Plan entitled "Site Grading Plan Kleinman Residence 36 Blackburn Place Summit, NJ 07901", prepared by J. Kest & Company, consisting of three (3) sheets, dated 09/21/17;
- b. Plan entitled "Kleinman Residence 36 Blackburn Place Summit, NJ", prepared by Rosen Kelly Conway Architecture & Design, consisting of four (4) sheets, dated 09/21/17; and
- c. Map of Survey Lot 1.01 Block 2806 – Blackburn Place City of Summit – Union County – N.J., prepared by Murphy & Hollows Associates Inc., dated 10/17/05.

Based on our review of the above-referenced documents, this office offers the following comments:

1. The property is located at the southwest corner of the intersection of Blackburn Place and Pine Grove Avenue.
2. The lot is rectangular in shape and is 97 feet wide along Blackburn Place and 185 feet along Pine Grove Avenue. The lot is also relatively flat with elevations ranging from 102 feet along Blackburn Place to the north from 106 to 107 feet along the southern property line.
3. The Applicant is proposing to construct an addition to the home and modify the existing driveway. The Applicant is also proposing to construct a new rear patio and remove the existing patio and existing play area.
4. The Applicant is proposing to increase the building coverage by approximately 158 SF.
5. The Applicant is proposing to increase the impervious coverage by approximately 365 SF. The Applicant has not provided information regarding any existing onsite stormwater controls. The Applicant has provided calculations in support of the proposed stormwater management system. The calculation and detention system provided support the increase in impervious coverage, but the amount of flow being conveyed to the detention system is approximately 1,166 SF of area, which is 3.2 times larger than the design area. The Applicant shall install a

Customer Loyalty through Client Satisfaction

Zoning Board  
October 31, 2017  
Page 2 of 2

larger system to adequately handle the amount of flow being directed into the drywell. The Applicant shall revise drywell Note #5 as follows, "The Applicant shall provide the City with soil permeability test results indicating the soil is capable of draining within 72 hours. If the soil is found to be unsuitable for the proposed detention system design, the Applicant shall submit revised drawings and calculations to the City for review and approval". Drywells should have overflows and cleanouts. Detention system lids need to be accessible and lockable.

6. The Applicant is proposing to connect the drywell overflow into the City catch basin located on Pine Grove Avenue. This connection shall be inspected by the City prior to backfilling.
7. General Note #3 on Sheet NC-1 references a survey with topographic information dated September 19, 2017. The survey referenced was not submitted as part of this application. The Applicant shall provide testimony.
8. The Applicant has not indicated the removal of any trees. The Applicant shall be aware that a tree removal permit is required for the removal of any tree in excess of 16 inches in diameter. Applicant to provide testimony.
9. The lot does not appear to be restricted by the presence of steep slopes.
10. 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.
11. The Applicant shall maintain a silt fence for the entire duration of construction.
12. The Applicant shall remove all excavated and excess soil from the site, and shall not use excess soils elsewhere on site.
13. The Applicant shall be aware that if stormwater runoff drainage problems occur on their property and/or neighboring properties as a result of the construction of the proposed improvements, it is the Applicant's responsibility to remedy that drainage issue.
14. 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. 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/lva  
PASUZ/SUZ-872\Correspondence\OU\11171031\arh\_zoningbd\_36BlackburnPl\_SUZ-872.dox

**Community Services**

# Memo

**TO:** Rosemary Licatese, City Clerk  
**FROM:** Paul Cascais, Director, Department of Community Services  
**DATE:** July 3, 2018  
**SUBJECT:** Memo, 36 Blackburn Place , ROW Agreement  
**COPY:** File

---

In December 2017, Justin and Traci Kleinman, residing at 36 Blackburn Place, received a land use board approval for the construction of an addition to their home. A condition of the approval required the Kleinman's to obtain authorization from Common Council to continue to maintain hedges within the City- Right Of Way (ROW) along Pine Grove Ave.

This request was forwarded to the Buildings and Grounds Committee for review and recommendation.

City Forester, John Linson, visited the site to inspect the condition of hedges and determine if the encroachment may be a subject to future damage or create risk factors. It was determined the current condition of the hedges are not in danger of damage by future snow and ice removal maintenance and do not create a site obstruction for vehicular drivers.

Based on the inspection assessment, it is recommended an Encroachment into the Public Right of Way, "Agreement "(Agreement) be created between the City of Summit and Justin and Traci Kleinman. The "Agreement" will establish mutual agreed upon conditions that will outline the responsibilities of both parties, such as, but not limited to; liability, maintenance, and access notice. This "Agreement" shall run with the land and is binding upon successor parties.

It is my recommendation, Council pass a resolution for the execution of the Encroachment into the Public Right- of Way Agreement for Block, 2806, Lot, 1.01 known as 36 Blackburn Place.

Resolution (ID # 5806)  
July 10, 2018

**AUTHORIZE PROFESSIONAL SERVICES AGREEMENT IN EXCESS OF \$17,500 - BROAD  
STREET WEST REDEVELOPMENT PLANNING AND REAL ESTATE ADVISORY  
SERVICES PHASE 2 - \$71,000.00**

WHEREAS, the City of Summit has a need to acquire Professional Planning and Real Estate Advisory Services to proceed with Phase 2 for the Broad Street West Redevelopment 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, the anticipated term of this contract is from the date of the fully executed agreement for a period not to exceed 12 months from that date, and

WHEREAS, Topology NJ, LLC has submitted a proposal dated June 6, 2018 indicating it will provide the services for \$71,000.00, and

WHEREAS, Topology NJ, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Topology NJ, LLC 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 Topology NJ, LLC from making any reportable contributions to a political or candidate committee in the City of Summit through the term of the contract, and

WHEREAS, in accordance with the Assistant City Treasurer's certification of availability of funds, a copy of which is hereto attached and made a part of this resolution, funds are available in account #8-01-21-180-000-511, and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection, and

WHEREAS, the DCS Director has, in a memo dated June 19, 2018 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:**

1. That the Mayor and City Clerk are hereby authorized and directed to sign an agreement with Topology NJ, LLC, 60 Union Street, 1N, Newark, NJ 07105, as described herein.
2. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

3. This contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because Topology NJ, LLC is a professional company that employs a person licensed by the State of New Jersey to perform planning services.
4. That Topology NJ, LLC 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.
5. A notice of this action shall be published in the Union County Local Source.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



**Community Service Department (DCS)**  
R - Buildings and Grounds

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5806)**

DOC ID: 5806

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: June 19, 2018

Professional Planning and Real Estate Advisory Services are necessary for the continuation of the Broad Street West Redevelopment Project. Phase 2 of the redevelopment project will include the creation of a redevelopment plan for the designated properties within the Broad Street West Redevelopment Area. The creation of a purposeful real estate redevelopment plan requires the facilitation of planning analysis, project management, public presentations and meetings.

Attached find the proposal submitted by Topology, NJ. LLC for Professional Planning and Real Estate Advisory Services associated with the Broad Street West Redevelopment Project.

Funding for the professional services is available through the Department of Community Services, Land Use operating budget, Planning Services account # 8-01-21-180-000-511, not to exceed \$71000.

It is my recommendation, a contract be awarded to Topology, NJ, LLC 60 Union Street, #1N, Newark, NJ for Professional Planning and Real Estate Services, through June 30, 2019.

## 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: July 10, 2018  
Resolution Doc Id: 5806

Vendor: Topology NJ LLC  
60 Union Street #1N  
Newark, NJ 07105

Purchase Order Number: 18-02188

Account Number	Amount	Account Description
8-01-21-180-000-511	\$71,000.00	MLU Planner Special Projects

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

# Memo

**To:** Mayor and Council  
**From:** Michelle Caputo  
**Date:** 7/2/18  
**Re:** Non-Fair and Open Professional Services Contract Awards

Pursuant to N.J.S.A. 19:44A-20.5, this memo is to hereby certify that the following Professional Services contract to be considered at the July 10, 2018 Council Meeting for award under a non-fair and open process 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:

- Broad Street West Redevelopment Professional Planning Services Phase 2 – Topology NJ LLC – not to exceed \$71,000.00.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF SUMMIT – 2018**

**RECEIVED**

**JUL 02 2018**

Purchasing Agent  
City of Summit, NJ

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the (name of business entity) Topology NJ llc 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) January 10, 2018, 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 Marjorie Fox, Matthew J. Gould, Beth K. Little, B. David Naidu,)	• Fox For Summit Council
• Summit Republican City Committee (Council members Stephen Bowman, Mike McTernan, Mary Ogden)	• Beth Little for Council
	• McTernan for Council

**Part II – Ownership Disclosure Certification**

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       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Company       Limited Liability Partnership

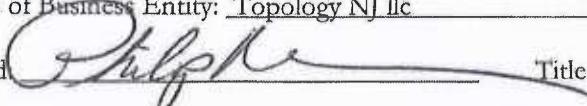
Name of Stock or Shareholder	Home Address
Philip Abramson	296 Meetinghouse Lane, Mountainside NJ 07092

**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: Topology NJ llc

Signed:



Title: Principal

Print Name: Philip Abramson

Date: July 2, 2018

Subscribed and sworn before me this 2 day of

July, 2018

My Commission expires:



  
(Affiant)

Jennifer Kapp

(Print name & title of affiant) (Corporate Seal)

RECEIVED

JUL 02 2018

Purchasing Agent  
City of Summit, NJ

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:	Topology NJ llc		
Address:	60 Union Street #1N		
City:	Newark	State:	NJ
		Zip:	07105

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.

 Philip Abramson Principal  
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 .

Check here if the information is continued on subsequent page(s)

**DOUBLE SIDED DOCUMENT**

## Continuation Page



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page 2 of 2

Vendor Name: Topology NJ llc

Check here if the information is continued on subsequent page(s)

RECEIVED

JUL 02 2018

Purchasing Agent  
City of Summit, NJ

## 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**

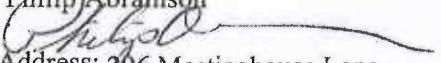
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

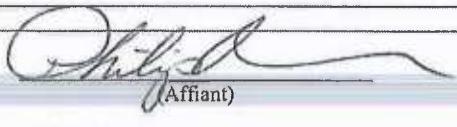
 Partnership Corporation Sole Proprietorship Limited Partnership Limited Liability Company Limited Liability Partnership Subchapter S Corporation

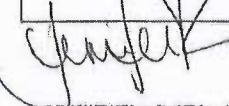
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Philip Abramson 	Name:
Home Address: 296 Meetinghouse Lane Mountainside NJ 07092	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 2 day of July, 2018

  
(Affiant)

(Notary Public)	Philip Abramson (Print name & title of affiant)
My Commission expires: 	(Corporate Seal)
<b>JENNIFER KAPP</b> ID # 50056639 <b>NOTARY PUBLIC</b> <b>STATE OF NEW JERSEY</b> My Commission Expires March 28, 2022	



UNLOCKING POTENTIAL  
IN PLACES YOU LOVE  
60 Union Street, #1N  
Newark, NJ 07105

June 6, 2018

Michael Rogers  
City of Summit  
512 Springfield Avenue  
Summit, NJ 07901

**RE: BROAD STREET WEST REDEVELOPMENT PLAN PROFESSIONAL PLANNING + REAL ESTATE ADVISORY SERVICES**

Dear Mr. Rogers:

We are pleased to submit this proposal for professional planning services and real estate advisory services in connection with the redevelopment of parcels along Broad Street West in Summit.

**Scope of Services**

The scope of work outlined below is our understanding of the City's needs based upon preliminary discussion with municipal staff, best practices and the Local Redevelopment and Housing Law statutory requirements. This will result in the creation of redevelopment plan for designated properties along Broad Street West the City can use to effectuate its communities vision for enhancing and supporting the downtown.

**Redevelopment Planning**

Topology will assess project goals and objectives with the City. We will facilitate an internal workshop to regroup and confirm approach for a redevelopment plan. Topology will present opportunities for real estate and regulatory strategy and, together with the client team, develop a request for qualifications to test strategies and options against the market.

Redevelopment planning often involves an integration of land use planning, urban design, financial analysis, legal consideration, consensus building and other related tasks. Topology has developed a pragmatic approach to maximize efficiency and to empower local officials. Planning services performed in connection with the creation of a redevelopment plan are proposed to be undertaken on an "on call" basis and may include the following:

e hello@topology.is

w <http://topology.is>

p 973 370 3000

### *Planning Analysis*

1. Analyze redevelopment capacity of specific sites or districts and/or assess the feasibility of submitted redevelopment proposals.
2. Collaborate and/or manage design development for municipally-sponsored redevelopment projects or similar programs.
3. Prepare Redevelopment Plans that comply with standards contained in N.J.S.A. 40A:12A-1 et. seq. that incorporate land use, architectural, urban design and bulk standards to govern development in redevelopment areas.

### *Project Management*

1. Produce project schedules and roles and responsibilities for redevelopment projects. Monitor and facilitate progress of redevelopment process to ensure projects are completed within agreed upon timeframe.
2. Create submission checklists or similar standardized administrative documents associated with submission of redevelopment proposals.
3. Facilitate competitive procurement processes such as Requests for Proposals or Qualifications as may be directed by the Borough.
4. Project management and coordination between members of Borough's redevelopment team as well as between Borough staff and redevelopers, as may be needed. Topology will provide, to the extent necessary, technical services to support redevelopment counsel's negotiation of redevelopment and/or financial agreements with redeveloper entities.

### *Meetings, Testimony + Presentations*

1. Participate in meetings with local stakeholders and/or elected officials to discuss project assignments, identify key concerns and to present Topology's findings as may be the case.
2. Participate in meetings with third party redevelopment teams to assess and negotiate various aspects of redevelopment proposals.
3. Organize neighborhood and public meetings with residents and the public to gather community input and create public outreach materials in connection with those meetings.
4. As may be needed, provide expert testimony before the Borough Council or Planning Board.

### Deliverables:

e hello@topology.is

w <http://topology.is>

p 973 370 3000

1. Request for Qualifications
2. Fully formatted redevelopment plan document,
3. Community workshop meetings,
4. Presentation of interim findings to appropriate entity
5. Presentation of final redevelopment plan.

## Fees + Payment Terms

We anticipate that it will take between twelve and eighteen months to complete the scope of the work, but also recognize the difficulty obtaining data, scheduling meetings or other unforeseeable circumstance could delay completion. However, we recognize the eagerness of the City to move the process along in a timely fashion and will aim to meet the projected milestone dates. The fixed fee for the redevelopment plan is **\$71,000**.

All work that falls outside the scope stated above will be invoiced on an hourly basis. This shall include participation in negotiations, extensive record searches, public and/or stakeholders meeting in addition to those noted above. Topology will undertake all hourly work described based on the following fee schedule:

Project Principal	\$200/hr
Project Designer	\$175/hr
Project Manager	\$150/hr
Staff Planner	\$125/hr
Intern	\$75/hr

The hourly rate specifically excluded costs that would be billed as reimbursable including but not limited to:

Costs associated with materials for public engagement sessions  
 Procurement of data from third party vendors  
 Printing and production of deliverables  
 Courier or express mail  
 Reasonable travel costs, including travel time

Outside Consultants will issue invoices monthly for services provided over the course of the previous month. Payment is due within thirty (30) days from receipt of Consultant's invoice.

### Term of Agreement

This proposal is valid 90 days from the date of issuance. This agreement is effective as of the date of execution and will terminate no later than **ONE YEAR**. Any work requested to be performed under this contract after such date will be billed at prevailing rates.

### Legal Terms + Conditions

Topology has structured this Proposal as an Independent Contractor Agreement and by executing this Agreement, the parties are bound by the following terms and conditions:

#### *1. Exclusive Agreement*

This is the entire Agreement between Consultant and Client.

Client and Consultant recognize that (a) Consultant's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Consultant when this Agreement was made; (b) Client may desire a mid-project change to Consultant's services that would add time and cost to the Project; or, (c) other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances. If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary parameters. Such agreement shall be put in writing, signed by both parties and added to this Agreement.

#### *2. Invoice + Payment*

Topology will invoice by email monthly by the 15<sup>th</sup> of the month following the month during which fees and expense were incurred.

Late Payments by Client shall be subject to late payment penalty fees of 1.5% per month from the due date until the amount is paid

Client shall reimburse Consultant for the following expenses that are directly attributable to work performed under this Agreement, as noted above, subject to 10% additional overhead.

Consultant shall be paid at our standard hourly rates, as additional services, for time spent as a consultant or witness regarding concerns associated with this Agreement, including all time spent in assembling documentation, preparation for serving as a witness, or the like, in any litigation not arising from our own negligence or misconduct.

*3. Ownership + Use of Work*

Consultant owns or holds a license to use and sublicense various materials in existence before the start dates of this Agreement (Consultant's Materials). Consultant, may, at its option, include Consultant Materials in the work performed under this Agreement. Consultant retains the right, title, and interest, including copyrights, patent rights, and trade secret rights in Consultant Materials. Consultant grants to Client royalty-free non-exclusive license to use Consultant Materials and anything created or developed by Consultant, under this Agreement. The license shall have a perpetual term and may not be transferred by Client.

*4. Client Obligations*

Client shall make available to Consultant, at Client's expense, all materials, information, agreement, and documents that may be critical to the furtherance of the services to be performed under this Agreement. Consultant agrees to use professional discretion and confidentiality in the use of said material.

*5. Independent Contractor Status*

Consultant is an independent contractor, not Client's employee. Consultant's employees or sub-contractors are not Client's employees. Consultant and Client agree to the following rights consistent with an independent contractor relationship.

Consultant has the right to perform services for others during the term of this Agreement.

Consultant has the sole right to control and direct the means, manner, and method by which the services required by the Agreement will be performed.

Consultant has the right to hire assistants as subcontractors, or to use employees to provide services required by this

Agreement.

The Consultant or Consultant's employees or subcontractors shall perform the services requirement by this Agreement. Client shall not hire, supervise or pay any assistants to help Consultant. Neither Consultant nor Consultant's employees or subcontractors shall receive any training from Client in the skills necessary to perform the services required by this Agreement.

Client shall not require Consultant or Consultant's employees or subcontractors to devote full time to performing the services required by this Agreement.

Neither Consultant nor Consultant's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit of Client.

#### 6. *Liability + Indemnification*

Consultant is rendering only those consulting and advisory services that the Client requests, as generally described in this Agreement, and because said services may be implemented by the Client in part or in full, and because Consultant is not being paid based on how valuable our overall consulting services and advice may be to the Client, Client agrees that:

Under this Letter Agreement, Consultant shall not be liable in any way for any act or failure to act, unless it is established that our act or omission constitutes willful misconduct or gross negligence.

If there is any claim or suit against Consultant for any act or omission in carrying out this Agreement, Client will indemnify Consultant and hold Consultant and its affiliates and each of its managers, members, employees, and agents harmless with respect to all costs, liabilities, or expenses arising from such a claim or suit, unless it is established that such act or omission constitutes willful misconduct or gross negligence. This indemnification will include but will not be limited to reasonable legal fees incurred by Consultant should it be necessary to defend themselves against such a claim or suit.

Consultant's liability hereunder shall, in any event, be limited to

the total fees paid to Consultant by Client for consulting services rendered; and shall not include any consequential damages or contingent liabilities.

Nothing in this Agreement shall be deemed to require, or authorize, or permit Consultant to perform any act that would constitute professional design or engineering services, testing, geotechnical or environmental assessments, or the licensed, or certified, practice of architecture, engineering, public accounting, law, construction or general contracting services, or other services requiring professional licensure or certification. The recommendations, advice, budgetary information and scheduling to be furnished by Consultant under this Agreement shall not be deemed to be representations, warranties, guarantees or constitute the performance of Licensed professional service.

#### 7. *Notices*

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows: (1) When delivered personally to the recipient's address as stated on this Agreement; (2) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (3) When sent by facsimile (fax) or e-mail to the last fax number or e-mail address of the recipient known to the person giving notice. Notice is effective upon receipt, provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt. All notices, submissions, requests or other communications must be in writing and shall be addressed as follows:

Consultant

Attn: Phil Abramson Topology NJ, LLC  
 60 Union Street # 1N Newark, NJ 07105  
 T: 973-370-3000  
 E: phil@topology.is

Client

Attn: Michael Rogers, Business Administrator  
 City of Summit  
 512 Springfield Avenue

Summit NJ 07901  
 T:908.522.3600  
 E: mrogers@cityofsummit.org

**8. Assignment + Delegation**

These arrangements are binding on and benefit each party and each party's successors and permitted assigns, which shall be authorized in writing. This Agreement constitutes the totality of the arrangements between the parties, unless the parties agree in writing hereafter to any amendments.

**9. Termination**

Either party may terminate this Agreement at any time by giving the other party notice, in writing. In the event of the termination of this Agreement, Consultant will be paid all outstanding amounts previously billed and due in accordance with this Agreement plus the time, materials and expenses incurred up to the effective date of termination. At the point of termination, and provided Client pays for Consultant's time to collect the materials, Consultant will provide Client with documents and materials prepared for Client during the time Consultant provided services under this Agreement. Consultant may suspend the provision of services for non-payment of fees and expenses pursuant to this Agreement until payment is brought current. The Client shall indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Topology holds itself and its clients to a high ethical standard and as such this contract may be cancelled immediately upon any request or insinuation for services which may in any way be construed as illegal in relation to the performance of the contract.

**10. Applicable Law**

Parties shall comply with all applicable laws, ordinances, and codes of the Federal Government, the State of New Jersey and any other applicable governmental entity having jurisdiction. If either party has violated or failed to comply with any of these applicable laws, ordinances and codes with respect to the performance of the services of this Agreement, the other party may withhold payments or discontinue services as may be the case and take such other action that it

deems appropriate under the circumstances until compliance of remedial action has been accomplished by the other party to its satisfaction. In addition, either party shall also be responsible for, and pay the other for, any costs that a party may incur because of the failure to comply with the requirements of this paragraph.

*11. Certification*

Both parties warrant that the individual signing below has the authority to sign this Agreement and bind the Parties to the terms of this Agreement.

Approval of Agreement by and between the Parties

---

Philip Abramson  
Principal  
Topology NJ LLC  
**DATE**

---

Michael Rogers  
Business Administrator  
City of Summit  
**DATE**

**ESTABLISH TRANSFER STATION TASK FORCE**

WHEREAS, the County of Union, New Jersey (the “County”), and the City entered into a Ground Lease and Use Agreement dated September 20, 2017 (the “Ground Lease”), and

WHEREAS, the Ground Lease covers: (1) a fifty-three (53) acre property, designated as Block 1501, Lot 1 and Block 1505, Lot 2 in Summit, New Jersey, known as the “Summit Transfer Station Property” and (2) Block 1505, Lot 3 and Block 1505, Lot 3.01 in Summit, New Jersey, known as the “Smythe Property,” and

WHEREAS, the Ground Lease permits the City to use the Summit Transfer Station Property (“the Property”) for various purposes related to disposal and recycling activities within an area of approximately 11.36 acres and delineated in Appendix II to the Ground Lease as Area A. The Ground Lease also permits the City to use the area delineated as Area B in Appendix II for a Free Market Center, and

WHEREAS, the County has listed the property as part of its Recreation and Open Space Inventory and the Property is subject to Green Acres restrictions on use, and

WHEREAS, the Property constitutes one of the largest parcels of undeveloped land in Summit, and

WHEREAS, the Property has been and continues to be used extensively by the City for recycling, brush disposal and leaf composting, which generates revenue for the City and provides essential services to the public, and

WHEREAS, because of the historic use of the property, the City has retained the services of a Licensed Site Remediation Professional (“LSRP”), Hatch Mott Engineering, to oversee an environmental investigation of the site, and

WHEREAS, the LSRP will oversee the environmental investigation, prepare a Remedial Investigation Report and Work Plan to determine future site work, and

WHEREAS, the City has an interest in ensuring that the Property is used in a manner that is consistent with the Ground Lease and that benefits the community as a whole, and

WHEREAS, the City and the Summit Conservancy have entered into an agreement for use of a portion of the Property for the Free Market Center for use primarily for the storage and exchange of non-clothing goods between Summit residents, and

WHEREAS, members of the community have expressed interest in using portions of the property for recreational and environmental purposes.

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

That the Summit Transfer Station Task Force be and it is hereby established, and shall consist of the following membership categories, the members of which shall be appointed by the Common Council, for the terms indicated:

**MEMBERSHIP:**

<b>Member</b>	<b>Length of Term</b>
Five (5) Community-at-Large Members	Two years
Three (3) Common Council Members	One year
Department of Community Programs Representative	Indefinite
Department of Community Services	Indefinite
Department of Community Programs Advisory Board Liaison	Indefinite
Recycling Advisory Committee Liaison	Indefinite
Environmental Commission Liaison	Indefinite

**CHAIR** - Selection of the task force chair shall be made by the Common Council.

**CHARGE** - The charge of the task force shall be to make comprehensive recommendations to the Council concerning the use of the 53 acres of the Transfer Station property, including addressing environmental concerns, maintaining the current transfer station and recycling center uses, and providing recommendations for active and passive recreation uses and environmental education uses. The task force shall submit an interim report to the Planning Board for comments prior to issuing a final report.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk


**RESOLUTION (ID # 5762)**

DOC ID: 5762

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: June 18, 2018

On September 20, 2017 the City of Summit entered into a Ground Lease and Use Agreement with the County of Union, for the Transfer Station Property.

The lease covers 53 acres of property, designated as, Block 1501, Lot, 1 Block 1505, Lot 2, Block 1505, Lot 3, and Block 1505, Lot, 3.01 to permit the City to use the property for various purposes related to the disposing and recycling activities, a re-use, Free Market Center and recreational activities.

Currently a portion of the property houses the permitted solid waste transfer station, recycling center and active leaf composting operations. A portion of Block 1505, Lot 3.01 has been delineated for the Free Market Center for the purpose of promoting re-use recycling and diverting solid waste from the waste stream .

Members of the community have expressed interest in using a portion of the property for recreational and educational purposes. In order to identify future permitted uses of the property, it is recommended that a task force be established to comprehensively establish opportunities.

Therefore, this memo is requesting a Transfer Station Task Force be established and consist of the following membership categories and terms.

<b>Member</b>	<b>Term Length</b>
Five (5) Community –at- Large Members	Two -Year Term
Three (3) Members of Common Council	One-Year Term
Department of Community Programs Representative	Indefinite term
Department of Community Services Representative	Indefinite Term
Community Programs Advisory Board Liaison	Indefinite term
Recycling Advisory Committee Liaison	Indefinite Term
Environmental Commission Liaison	Indefinite Term

Resolution (ID # 5830)  
July 10, 2018

**SUPPORT YEAR 2 - HOMETOWN HEROES BANNER PROJECT**

WHEREAS, on February 6, 2018, the Common Council created the Hometown Heroes Banner Program (the “Program”) to display banners honoring current and former Summit residents, current and former employees of the City of Summit, current and former employees of the Summit Board of Education, and current and former volunteers in the Summit EMS, Police Auxiliary and Volunteer Fire Division, who are veterans or active duty members of the armed services, and

WHEREAS, for year 1 of the Program, fifty (50) banners honoring one hundred (100) veterans and active duty members of the military were displayed on the north and south sides of DeForest Avenue between Summit Avenue and Norwood Avenue during the period one week prior to Memorial Day and Independence Day; and

WHEREAS, as part of the February 6 resolution, Council also granted permission for banners to be displayed on Broad Street (between Morris Avenue and Walnut Street), Summit Avenue (between Broad Street and Morris Avenue) and Morris Avenue (between Summit Avenue and Broad Street) using light poles owned by the City and utility poles owned by Jersey Central Power and Light (“JCP&L”), and

WHEREAS, Council established a Hometown Heroes Banner Ad Hoc Committee to establish, implement, and oversee the necessary policies and procedures to govern and regulate the Program and the display of banners, and

WHEREAS, the costs associated with the purchase of the bracket hardware and the banners for the display for year 1 were funded through a Hometown Heroes account established through the Summit Area Public Foundation (“SAPF”), and

WHEREAS, the costs for year 2 of the Program will be funded through the same Hometown Heroes account at SAPF and the Hometown Heroes Committee will also seek out grants to assist in funding year 2, and

WHEREAS, the hardware and banners will be installed by the Division of Public Works or a vendor approved by the Director of the Department of Community Services (“DCS Director”), and

WHEREAS, the Hometown Heroes Banner Program was fully subscribed before the March 31, 2018 application deadline and the Hometown Heroes Committee has received over 25 applications for banners that have been placed on a waiting list for year 2 of the Program,

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

1. That it supports the Hometown Heroes Banner Program for a second year.
2. That it hereby authorizes the use of the City's light poles at the following locations for the purpose of installing permanent brackets and the display of Hometown Heroes banners:
  - a. The north and south sides of DeForest Avenue, between Summit Avenue and Norwood Avenue
  - b. Broad Street, between Morris Avenue and Walnut Street
  - c. Summit Avenue, between Broad Street and Morris Avenue
  - d. Morris Avenue, between Summit Avenue and Broad Street
  - e. Elm Street, between Broad Street and Morris Avenue
  - f. Maple Street, between DeForest Avenue and Morris Avenue
  - g. Beechwood Rd. (between DeForest Ave. and Union Place)
  - h. Woodland Avenue, between DeForest Avenue and Springfield Avenue
  - i. Summit Avenue, between DeForest Avenue and Broad Street
  - j. Union Place
3. That permission to use JCP&L's poles shall be subject to receiving written authorization from JCP&L,
4. That purchase and installation of the permanent bracket hardware shall be subject to the approval and supervision of the DCS Director.
5. The banners will be installed by the City's Division of Public Works under the supervision of the DCS Director
6. That the display of Hometown Heroes banners at the specified locations shall be for the period starting one week prior to Memorial Day through Independence Day, July 4, 2019.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening July 10, 2018.

City Clerk


**RESOLUTION (ID # 5830)**

DOC ID: 5830

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: June 27, 2018

On February 6, 2018 Council passed a resolution establishing a Hometown Heroes Banner Program (Program). The program was established as a way to honor veterans of the armed services who are Summit residents and those who work in Summit for their service to our country.

Given the success and overwhelming public support of year 1 of the Program, the Hometown Heroes Ad Hoc Committee (Committee) is recommending consideration for support by Council to continue the Program in 2019 year. As you know, this year, 50 banners were displayed along the north and south side of DeForest Ave honoring 100 veterans; the Ad Hoc Committee has received approximately 50 additional requests for display to date.

Because the Program has received considerable interest, the Committee is recommending the approval for the use of additional City owned and utility company owned light poles for the display of Banners that were not initially included in prior approval of locations. The following locations are being requested in addition to year 1, approved locations; Maple Street ( between DeForest Ave and Morris Ave), Beechwood Rd. (between DeForest Ave. and Union Place) Summit Ave (between DeForest Ave. and Broad Street), Woodland Ave (between DeForest Ave and Springfield Ave.) and Elm Street ( between Broad St. and Morris Ave.

The costs associated with the purchase of the hardware and banners for year 2 of the Program, will be funded through public donations and held in an account established through the Summit Area Public Foundation (SAPF). All hardware associated with the display of the banners, banner installation and removal is proposed to be installed by the Division of Public Works (DPW). The proposed display period for year 2, will be one week prior to Memorial Day 2019, through Independence Day, July 4, 2019.

It is my recommendation for Council to pass a resolution to continue the Hometown Heroes

Program for year 2, to include the aforementioned additional display locations, as well as, all year 1, approved locations.

Resolution (ID # 5807)  
July 10, 2018

**AUTHORIZE STATE CONTRACT PURCHASES - 3 YEAR LEASE/PURCHASE OF (4)  
POLICE VEHICLES - \$41,079.15 PER YEAR**

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

That, in accordance with the Assistant City Treasurer's certification of the availability of funds in Account #C-04-31-066-00C-100 and C-04-31-041-00C-300, a copy of which is attached hereto and made a part of this resolution, along with the memo from the Police Chief and Police Captain, and pursuant State Contract #88728, through Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, NJ 08034, the 3-year lease/purchase of four (4) 2018 Ford Interceptor SUV Police Utility Vehicles with an annual cost of \$41,079.15, be and is hereby authorized.

FURTHER RESOLVED that lease payments for future budget years during the term of this lease will be subject to and certified upon inclusion in and adoption of the respective years' budget.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

## 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: July 10, 2017  
Resolution Doc Id: 5807

Vendor: Winner Ford  
250 Haddonfield Berlin Road  
Cherry Hill, NJ 08034

Purchase Order Number: 18-02180

Account Number	Amount	Account Description
C-04-31-066-00C-100	\$20,539.57	3166C PD Vehicle Replacement
C-04-31-041-00C-300	<u>\$20,539.58</u>	3141C PD Vehicle Replacement
Total	\$41,079.15	

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



**SUMMIT POLICE DEPARTMENT  
ADMINISTRATION  
MEMORANDUM**



To: Nora Radest, Mayor  
 Matthew Gould, Chairman of Public Safety Committee  
 Stephen Bowman, Public Safety Committee Member  
 Michael Rogers, City Administrator  
 Rosemary Licatense, City Clerk

From: Chief Robert K. Weck

Re: Resolution- Vehicle Lease/Purchase

Date: June 29, 2018

---

This resolution is respectfully submitted for the authorization of the lease of the police vehicles listed below. The lease of these vehicles is a continuation of our fleet replacement schedule, and funding has been secured as part of the 2017/18 capital budgets with total cost of \$41,079.15.

I respectfully request that this resolution be introduced at the July 10, 2018 Common Council Meeting.

Please see attached memo/invoice for full details.

NJ State Contract:

#88728—Winner Ford



# SUMMIT POLICE DEPARTMENT ADMINISTRATION



## MEMORANDUM

To: Chief Robert K. Week  
 From: Capt. Andrew J. Bartolotti  
 Re: Resolution Request - Vehicle Lease/Purchase  
 Date: June 18, 2018

---

In continuing with the fleet replacement schedule, a resolution is requested at the next council meeting authorizing the following:

- (1) 3-year lease/purchase with Ford Motor Credit Company, through Winner Ford 250 Haddonfield-Berlin Road Cherry Hill, NJ 08034, under NJ State Contract # 88728, for two (2) 2018 Ford Interceptor SUV, Police Utility Vehicles with an annual lease/purchase price of \$20,539.58

Funding for the first year's payment has been secured as part of the 2017 capital budget under capital account # C-04-31-041-00C-300. As in the past, the remaining payments shall be certified upon inclusion in and adoption of the respective year's budget.

- (2) 3-year lease/purchase with Ford Motor Credit Company, through Winner Ford 250 Haddonfield-Berlin Road Cherry Hill, NJ 08034, under NJ State Contract # 88728, for two (2) 2018 Ford Interceptor SUV, Police Utility Vehicles with an annual lease/purchase price of \$20,539.57

Funding for the first year's payment has been secured as part of the 2017 capital budget under capital account # C-04-31-066-00C-100. As in the past, the remaining payments shall be certified upon inclusion in and adoption of the respective year's budget.



FORD CREDIT

**Lease/Purchase Financing Proposal**  
**City of Summit, Schedule: 9012406**

June 19, 2018

Quantity	Description			Price	
4	2018 Ford Police Interceptor Utility			\$28,831.00	

Total Amount Financed*	Number of	Payment Timing	APR	Payment Factor	Payment Amount
\$115,869.00	3	Annual in Advance	6.50%	0.354531	\$41,079.15

\*\$545.00 underwriting fee included

**EXPIRATION DATE: 08/18/2018**

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

**MUNICIPALITY REQUIREMENTS**

In order for us to proceed with the approval process, please fax to (313) 390-3783 or email [ayoun166@ford.com](mailto:ayoun166@ford.com) the following items:

- Most recent audited financial statements. Do not submit, found on-line.
- A copy of your Tax-Exempt Certificate.
- Copy of Board Resolution or Meeting Minutes showing proof of appropriation.
- Completed Municipal Finance Application (attached).

Note: Please forward the signed original Municipal Finance Application by mail to Ford Credit Municipal Finance, 1 American Road-MD 7500, Dearborn, MI 48126.

**DEALERSHIP REQUIREMENTS**

In order for Ford Credit Municipal Finance to prepare the Lease/Purchase Financing documentation for the municipality, the following items are required from Winner Ford:

- Vehicle vin number(s) and/or equipment serial number(s).
- Itemized list of equipment, if applicable.
- On dealership letterhead, provide the following wire instructions, if not already on file in the following format:
  - dealership's bank name,
  - dealership's bank 9-digit ABA routing number,
  - dealership's bank account number,
  - signature and title of person providing the information.

**Note: You should not deliver any of the vehicle(s) and/or equipment to the municipality until credit has been approved and we receive our fully executed contract and first payment, if applicable.**

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 16B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

**Ford Motor Credit Company**  
**Municipal Finance Application Schedule #9012406**  
**June 19, 2018**

1. Complete Legal Name of Municipality ("Lessee")	City of Summit	
2. 9 Digit Federal ID Number	22-6002329	
3. Department Using Vehicle/Equipment	Police Department	
4. County	Union	
5. Street Address, City, State & Zip	512 Springfield Avenue Summit, NJ 07901	
6. Billing Address (if different from above)		
7. Accounts Payable Contact Person	Marge Gerba	
Accounts Payable Phone Number	908-277-9422	
Accounts Payable Email Address	mgerba@cityofsummit.org	
8. How will Vehicle/Equipment be used	Police Patrol / Emergency Response	
9. How many units currently perform this function	15	
10. Does this equipment replace previous equipment	<input checked="" type="checkbox"/>	Yes, previous equipment purchased in 2012
	<input type="checkbox"/> No, reason for new equipment _____	
11. Self Insured: No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, Name & Phone # of Insurance Provider _____ No. _____	
12. Will the proposed payments come from the General Fund	<input checked="" type="checkbox"/>	Yes x No, please list fund Capital Fund
What is the Fund Balance	\$ 326,426.12	as of 12/31/17
13. What is your Fiscal Year-End	12 31 2018	
<b>PLEASE SEND A COPY OF YOUR MOST RECENT AUDITED FINANCIAL STATEMENTS</b> <b>Information can be downloaded at <a href="http://www.cityofsummit.org">www.cityofsummit.org</a> (Government &gt; Finance &amp; Taxes)</b>		
14. Have the funds been appropriated for the current year	<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No
<b>PLEASE ATTACH A COPY OF THE BOARD RESOLUTION OR MEETING MINUTES</b>		
15. Attorney's Name	Cleary, Giacobbe, Alfieri & Jacobs. LLC Attorney's Telephone No. (973) 845-6700	

**CERTIFICATION**

I, the undersigned, certify that:

1. Lessee has followed all required purchasing procedures regarding the award of the proposed contract.
2. Lessee has the requisite authority to execute, deliver and perform its obligations under the proposed contract.
3. The execution, delivery and performance by Lessee of the proposed contract have been duly authorized by all necessary actions on its behalf.

**THE SIGNATURE LINE BELOW IS TO BE SIGNED BY A PERSON AUTHORIZED BY THE GOVERNING BODY TO EXECUTE THE PROPOSED CONTRACT ON BEHALF OF THE LESSEE:**

Print Name AND Title of Authorized Official to sign Contract:	Signature of Authorized Official to sign Contract:
Nora Radest, Mayor / Rosemary Licatese, City Clerk	

PLEASE FAX TO 313-390-3783 AND MAIL ORIGINAL TO FORD MOTOR CREDIT COMPANY  
1 AMERICAN ROAD-MD7500  
DEARBORN, MI 48126

Resolution (ID # 5812)  
July 10, 2018

**AUTHORIZE STATE CONTRACT PURCHASE - POLICE DEPARTMENT RADIOS -  
\$175,991.45**

**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 #C-04-31-066-00B-240, a copy of which is attached hereto and made a part of this resolution, along with the memo from the Police Chief, and pursuant to State Contract #T-0109, vendor contract #83909, through Motorola Solutions, Inc., 153 Cooper Road, West Berlin, NJ 08091, purchase and installation of new multi-band mobile radios to replace the current analog radios in the Police Department fleet, at a total cost of \$175,991.45, be and is hereby authorized.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



# SUMMIT POLICE DEPARTMENT ADMINISTRATION



## MEMORANDUM

To: Nora Radest, Mayor  
 Matthew Gould, Chairman of Public Safety Committee  
 Stephen Bowman, Public Safety Committee Member  
 Michael Rogers, City Administrator  
 Rosemary Licatese, City Clerk

From: Chief Robert K. Weck *[Signature]*

Re: Resolution - Mobile Radio Purchase

Date: June 20, 2018

This resolution is respectfully submitted for the authorization of the purchase of, and installation of multi-band (mobile) radios. Said radios will replace our current analog radios throughout our fleet.

I respectfully request that this resolution be introduced at the July 10, 2018 Common Council meeting.

Funding for this purchase has been secured under funds from the 2018 Operating Budget and the total cost is \$175,991.45. Please see attached memo / invoice for full details.

NJ State Contract:

#83909 Motorola Solutions Inc. - Wireless C&E

Thank you in advance for your consideration in regard to this request.



# SUMMIT POLICE DEPARTMENT ADMINISTRATION



## MEMORANDUM

To: Chief Robert K. Weck

From: Capt. Andrew J. Bartolotti

Re: Resolution Request - Mobile Radio Purchase *(Handwritten signature)*

Date: June 18, 2018

---

In continuation of building out to new radio network, a resolution is requested at the next council meeting authorizing the purchase of, and installation of, multi-band police (mobile) radios to replace our current analog radios throughout the fleet.

This purchase is being made under NJ State Contract # 83909 with Motorola Solutions, Inc. c/o Wireless C&E of 153 Cooper Road West Berlin, NJ 08091 in the amount of \$175,991.45.

Funding for this purchase has been secured as part of the 2018 capital budget under account # C-04-31-066-00B-240.



## State of New Jersey Contract

## RADIO COMMUNICATIONS EQUIPMENT &amp; ACCESSORIES

## Motorola Proposal- State of New Jersey Contract #83909

PLEASE MAKE PURCHASE ORDER OUT TO:

VENDOR:  
MOTOROLA SOLUTIONS, INC.  
C/O WIRELESS C&E  
153 Cooper Rd.  
West Berlin, NJ 08091

Attn: Ken Lamastra  
E-MAIL: klamastra@wirelessce.com  
Tel# 848-444-0731  
Ofc: 732-926-1000  
Fax: 609-693-0907

Bill To	Ship To	Ultimate Destination	Quote Provided To
City of Summit 512 Springfield Ave Summit, NJ 07901	City of Summit 512 Springfield Ave Summit, NJ 07901	Summit FD - PD 512 Springfield Ave Summit, NJ 07901	Scott Ruf Executive Director Mountain Valley Emergency Communications Center

1.Terms are Net 30 Days as shipped  
2.Terms and Prices are quoted from the Motorola NJ State Contract #83909

Line Number	Commodity Code	Model Number	Description	Qty	List Unit Price	List Extended Price	T-0109 Disc. %	Discount Unit Price	T-0109 Extended Total
<b>POLICE</b>									
00003	726-88-085633	M37TSS9PW1N	APX8500 All Band Mobile Radio	12	\$ 4,770.00	\$ 57,240.00	25%	\$ 3,577.50	\$ 42,930.00
00003	726-88-085633	G806	Astro Digital CAI	12	\$ 515.00	\$ 6,180.00	25%	\$ 386.25	\$ 4,635.00
00003	726-88-085633	G51	Smartzone Operation	12	\$ 1,200.00	\$ 14,400.00	25%	\$ 900.00	\$ 10,800.00
00003	726-88-085633	G361	P25 Trunking	12	\$ 300.00	\$ 3,600.00	25%	\$ 225.00	\$ 2,700.00
00003	726-88-085633	GA00580	TDMA	12	\$ 400.00	\$ 4,800.00	25%	\$ 300.00	\$ 3,600.00
00003	726-88-085633	G442	O7 Control Head	12	\$ 432.00	\$ 5,184.00	25%	\$ 324.00	\$ 3,888.00
00003	726-88-085633	G444	Control Head Software	12	\$ -	\$ -	25%	\$ -	\$ -
00003	726-88-085633	G996	Over-the -Air Provisioning	12	\$ 100.00	\$ 1,200.00	25%	\$ 75.00	\$ 900.00
00003	726-88-085633	W969	Multi Key Encryption	12	\$ 330.00	\$ 3,960.00	25%	\$ 247.50	\$ 2,970.00
00003	726-88-085633	G66	Dash Mount	12	\$ 125.00	\$ 1,500.00	25%	\$ 93.75	\$ 1,125.00
00003	726-88-085633	H1919	Antenna Multiplexer	12	\$ 225.00	\$ 2,700.00	25%	\$ 168.75	\$ 2,025.00
00003	726-88-085633	B18	Auxiliary Speaker 7.5 Watt	12	\$ 60.00	\$ 720.00	25%	\$ 45.00	\$ 540.00
00003	726-88-085633	W22	Standard Palm Mic	12	\$ 72.00	\$ 864.00	25%	\$ 54.00	\$ 648.00
00003	726-88-085633	G78	3 Year Service / Warranty from the Start	12	\$ 250.00	\$ 3,000.00	0%	\$ 250.00	\$ 3,000.00
00008	726-16-085634	HAF4013	Low Profile Antenna 762-870 Mhz	12	\$ 43.00	\$ 516.00	20%	\$ 34.40	\$ 412.80
00008	726-16-085634	HAD4008	1/4 Wave VHF Antenna	12	\$ 24.00	\$ 288.00	20%	\$ 19.20	\$ 230.40
00008	726-16-085634	HAE6035	Low Profile Antenna, UHF, 450-512 Mhz	12	\$ 99.00	\$ 1,188.00	20%	\$ 79.20	\$ 950.40
00008	726-16-085634	CB000091A02	OMA Adapter	12	\$ 32.00	\$ 384.00	20%	\$ 25.60	\$ 307.20
00027	925-36-085646	SVC03SVC0115D	Programming	12	\$ 70.00	\$ 840.00	0%	\$ 70.00	\$ 840.00
<b> </b>									
00003	726-88-085633	M37TSS9PW1N	APX8500 All Band Mobile Radio	10	\$ 4,770.00	\$ 47,700.00	25%	\$ 3,577.50	\$ 35,775.00
00003	726-88-085633	G806	Astro Digital CAI	10	\$ 515.00	\$ 5,150.00	25%	\$ 386.25	\$ 3,862.50
00003	726-88-085633	G51	Smartzone Operation	10	\$ 1,200.00	\$ 12,000.00	25%	\$ 900.00	\$ 9,000.00
00003	726-88-085633	G361	P25 Trunking	10	\$ 300.00	\$ 3,000.00	25%	\$ 225.00	\$ 2,250.00
00003	726-88-085633	GA00580	TDMA	10	\$ 400.00	\$ 4,000.00	25%	\$ 300.00	\$ 3,000.00
00003	726-88-085633	G442	O5 Control Head	10	\$ 432.00	\$ 4,320.00	25%	\$ 324.00	\$ 3,240.00
00003	726-88-085633	G444	Control Head Software	10	\$ -	\$ -	25%	\$ -	\$ -
00003	726-88-085633	G996	Over-the -Air Provisioning	10	\$ 100.00	\$ 1,000.00	25%	\$ 75.00	\$ 750.00
00003	726-88-085633	W969	Multi Key Encryption	10	\$ 330.00	\$ 3,300.00	25%	\$ 247.50	\$ 2,475.00
00003	726-88-085633	G67	Remote Mount	10	\$ 297.00	\$ 2,970.00	25%	\$ 222.75	\$ 2,227.50
00003	726-88-085633	H1919	Antenna Multiplexer	10	\$ 225.00	\$ 2,250.00	25%	\$ 168.75	\$ 1,687.50



PLEASE MAKE PURCHASE ORDER OUT TO:

VENDOR:  
MOTOROLA SOLUTIONS, INC.  
C/O WIRELESS C&E  
153 Cooper Rd.  
West Berlin, NJ 08091

Attn: Ken Lamastra  
E-MAIL: klamastra@wirelessce.com  
Tel# 848-444-0731  
Ofc: 732-926-1000  
Fax: 609-693-0907

## State of New Jersey Contract

RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES

Motorola Proposal- State of New Jersey Contract #83909

Bill To	Ship To	Ultimate Destination	Quote Provided To
City of Summit 512 Springfield Ave Summit, NJ 07901	City of Summit 512 Springfield Ave Summit, NJ 07901	Summit FD - PD 512 Springfield Ave Summit, NJ 07901	Scott Ruf Executive Director Mountain Valley Emergency Communications Center

1-Terms are Net 30 Days as shipped

2. Terms and Prices are quoted from the Motorola NJ State Contract #83909

## Certification of Availability of Funds

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

Resolution Date: 7/10/2018  
Resolution Doc Id: 5812

Vendor: Motorola Solutions, Inc.  
153 Cooper Road  
West Berlin, NJ 08091

Purchase Order Number: 18-02181

Account Number	Amount	Account Description
C-04-31-066-00B-240	\$175,991.45	166B MVEC Dispatch Center Public Safety Portable Radios

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 # 5808)  
July 10, 2018

**DECLARE VACANCY- ONE (1) POLICE OFFICER (PENDING CLOSED SESSION  
DISCUSSION)**

Pending Closed Session discussion.

**AUTHORIZE REFUNDS FOR WITHDRAWN CONSTRUCTION PERMITS - 5 PLAIN STREET  
- #18-68760**

WHEREAS, the Construction Official advises that Permit #18-68760 was issued on January 12, 2018 for work to be performed at 5 Plain Street, but that the work was never started, and

WHEREAS, the homeowner has submitted a request to withdraw the permit as he no longer plans to move forward with the work.

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

The Construction Official recommends that the construction permit fee be refunded per City ordinance at a value of 80% of the fee, exclusive of the State Permit Fee, and 100% of the Affordable Housing Fee deposit paid in conjunction with that permit. The City Treasurer be and she is hereby authorized to draw 2 checks for a refund for the following amounts to the individual listed below:

<u>Name</u>	<u>File</u>	<u>Refund Amount</u>
Sean Lee	18-68760 - 5 Plain Street	
5 Hillview Terrace	Permit Fee	\$1,685.00
Summit, NJ 07901	Affordable Housing deposit	<u>\$1,388.00</u>
Total Refund .....		\$3,073.00

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



## **RESOLUTION (ID # 5801)**

DOC ID: 5801

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TO: Mayor and Common Council

FROM: Gary Lewis, Construction Official

DATE: June 18, 2018

Permit #18-68760 was issued on January 12, 2018 to Sean Lee for construction of a new home at 5 Plain Street, which was never started. The permit fee of \$2,200 and the Affordable Housing deposit of \$1,388 were both paid at that time. Mr. Lee has since submitted a written request to withdraw the permit as he is no longer going to move forward with the work.

Pursuant to City ordinance, construction permits are to be refunded if the work has not commenced at a rate of 80% of the fee paid, less the State Permit Fee previously collected and remitted to the state. The permit fee refund calculates to \$1,685 under that formula. The Affordable Housing deposit paid to the City at that time was \$1,388; that amount should be refunded in full.

These are separate and distinct from the Engineering refunds that were considered on the June agenda.

This should be refunded to: **Sean Lee, 5 Hillview Terrace, Summit NJ 07901**

Resolution (ID # 5754)  
July 10, 2018

**AUTHORIZE BID ADVERTISEMENT - HOBART AVENUE SECTION 1 IMPROVEMENT  
PROJECT**

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

That the proper City Officers be and they are hereby authorized and directed to advertise for bids for the Hobart Avenue Section 1 Improvement Project, with said bids to be advertised in the Union County Local Source on Thursday, July 19, 2018, and received by the Purchasing Agent on Tuesday, August 7, 2018, in the Council Chamber, City Hall, 512 Springfield Avenue, Summit, New Jersey at 11:00 a.m.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

**RESOLUTION (ID # 5754)**

DOC ID: 5754

TO: Mayor and Common Council

FROM: Rick Matias, Assistant Engineer

DATE: June 19, 2018

The Engineering Division has completed the design of the Hobart Avenue Section 1 Improvement Project. This project includes reconstructing the entire length of Hobart Avenue from Franklin Place to Springfield Avenue. This project was included in the 2018 Capital Budget and a public meeting for this project was held on June 15, 2017. The project includes the installation of curbing, repair of a sidewalk as needed, drainage upgrades, and the full milling and paving of the streets.

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

- Advertise for Public Bid – July 19, 2018
- Receive Bids – August 7, 2018
- Award Project – September 4, 2018
- Begin Construction – October 1, 2018
- End Construction – November 16, 2018

Funding for this project has been established in the following accounts and should be used for certification at time of award:

- C-04-31-066-00E-000 Capital Roads
- Additional Assessment Ordinance will be included once account is setup

**BID NOTICE****CITY OF SUMMIT****PROJECT:** HOBART AVENUE SECTION 1 IMPROVEMENT PROJECT**DEPARTMENT:** DEPARTMENT OF COMMUNITY SERVICES

Sealed bids will be received by the Purchasing Agent of the City of Summit, Union County, New Jersey no later than 11:00 A.M. prevailing time, **TUESDAY, AUGUST 7, 2018** in the Council Chamber, First Floor, City Hall, 512 Springfield Avenue, Summit, New Jersey for:

**HOBART AVENUE SECTION 1 IMPROVEMENT PROJECT**

in accordance with the specifications and proposal forms for same which may be obtained at the office of the Department of Community Services, 512 Springfield Avenue, Summit, N. J. during regular business hours, 8:00 am – 4:30 pm, Monday – Thursday and 8:00 am – 1:00 pm on Friday for free.

All bids shall be **addressed to PURCHASING AGENT, 512 SPRINGFIELD AVENUE, SUMMIT, NJ 07901**. Bids, along with bid securities, must be enclosed in a properly **SEALED** envelope bearing on the outside the name of the bidder and the **NATURE OF THE BID CONTAINED THEREIN**.

A Bid Security is required in the amount of ten percent (10%) of the total bid, not to exceed \$20,000, in the form of a bid bond, certified check or cashier's check, made payable to the City of Summit.

Bidders shall comply with the provisions of the following laws of New Jersey: N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage Act) when applicable; N.J.S.A. 52:25-24.2 (Statement of Ownership Disclosure); N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action) and N.J.S.A. 52:32-44 (Business Registration), and any and all other Federal, State and local laws, regulations and requirements, and any subsequent amendments thereto, and the City's standard insurance requirements.

The Common Council reserves the right to reject all bids or proposals, waive any minor defects, and consider bids for sixty (60) days after their receipt pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.

No charge shall be made or recovery had for publishing any official advertising unaccompanied by such statement of price. All work must be completed by November 16, 2018. The major work items for this project are:

GRANITE CURB	1,450	LF
HOT MIX ASPHALT, MIX I-5	350	TONS

Purchasing Agent

Dated: 7/10/18  
U.C.L.S.: 7/19/18

Resolution (ID # 5707)  
July 10, 2018

**REFUND PERFORMANCE BOND RELEASE AND CASH PORTION - 767 SPRINGFIELD  
AVENUE (PB 15-234) - \$217,734.88**

WHEREAS, the City Engineer/Deputy DCS Director advises that a request has been received from the Applicant for the 767 Springfield Avenue Project (Springhill Apartments, PB 15-234, for a full release of the performance guarantee which was posted in conjunction with this project, and

WHEREAS, the City Engineer further advises that based on a review of the file, a satisfactory final site inspection, as well as confirmation from the Board Engineer and City Forester, a full release of the performance guarantee is recommended and return of the cash portion of the guarantee in the amount of \$217,734.88, plus any accrued interest.

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

That, in accordance with the City Engineer's recommendation, as stated above, the City Treasurer be and she is hereby authorized to release the performance guarantee, including the cash portion, plus all interest accrued to date:

Tom Kretsch  
Goldberg Realty Associates  
33 Clinton Road  
West Caldwell, NJ 07006

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



**DCS - Engineering Division**  
CA - Works

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5707)**

DOC ID: 5707

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TO: Mayor and Common Council

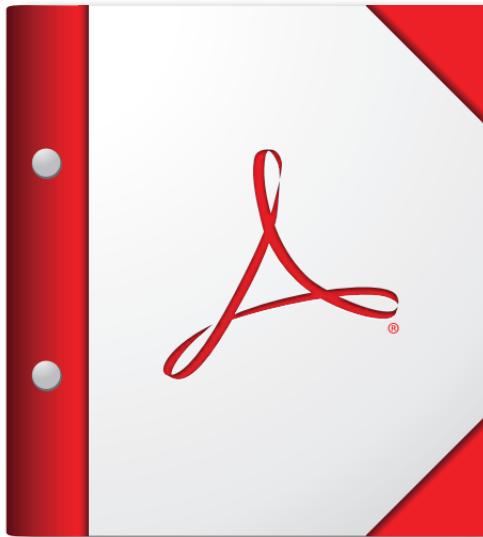
FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: June 22, 2018

### **SUMMARY**

The Applicant for the 767 Springfield Avenue Project (Springhill, PB Application: PB-15-234) has requested a full release of the performance guarantee at this time. Based on a review of the file, a final inspection of the site, and confirmation from the Board Engineer and City Forester, I recommend the full release of the performance guarantee at this time. This should include any interest accrued on the cash portion to date (\$217,734.88 as of 5/31/18). The check should be sent to:

Tom Kretsch  
Goldberg Realty Associates  
33 Clinton Road  
West Caldwell, NJ 07006



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Resolution (ID # 5799)  
July 10, 2018

**AUTHORIZE REFUND OF STORM SEWER CONNECTION DEPOSIT - 8 FRIAR TUCK  
CIRCLE**

WHEREAS, the Assistant City Engineer advises that all the work associated with a connection to the City's storm sewer system at 8 Friar Tuck Circle, is now complete and has been approved, and therefore, the sewer connection deposit associated with the permit may now be released.

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

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

<u>Name</u>	<u>File</u>	<u>Refund Amount</u>
Deepath Custom Builders, LLC 16 Mt. Bethel Road, Suite 256 Warren, NJ 07059	16-051	\$500.00

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk



**DCS - Engineering Division**  
CA - Works

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5799)**

DOC ID: 5799

TO: Mayor and Common Council

FROM: Lori Toth, Assistant Engineer

DATE: June 22, 2018

Engineering permit #16-051 was issued for 8 Friar Tuck Circle for the construction of a new home. A deposit of **\$500.00** was taken from the contractor on May 10, 2016 for the purpose of guaranteeing a proper connection to the City's storm sewer system. As all work has been completed and approved, it is appropriate to refund that deposit to the contractor:

Deerpath Custom Builders, LLC  
16 Mt. Bethel Road Suite 256  
Warren NJ 07059

**F/P (CA) #1**

Resolution (ID # 5791)  
July 10, 2018

**AMEND BUDGET - CHAPTER 159 - CLEAN COMMUNITIES 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 2018 which item is now available as a revenue in the amount of \$39,697.27:

**State of New Jersey  
Solid Waste Administration  
FY 2018 Clean Communities Grant**

**SECTION 2.**

BE IT RESOLVED that a like sum of \$39,697.27 be and the same is hereby appropriated under the captions of:

**State of New Jersey  
FY 2018 Clean Communities 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: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.



**Finance and Personnel Committee**  
CA - Finance/Personnel

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5791)**

DOC ID: 5791

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: June 15, 2018

### **SUMMARY**

This resolution adds \$39,697.27 to the budget both as a revenue and as an expenditure. This grant has traditionally been utilized by Summit Downtown Inc. towards weekend CRBD trash pickup.

**F/P (CA) #2**

Resolution (ID # 5797)  
July 10, 2018

**AMEND BUDGET - CHAPTER 159 - EMERGENCY MANAGEMENT ASSISTANCE 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 2018 which item is now available as a revenue in the amount of \$9,400.00:

**State of New Jersey  
Emergency Management Assistance Grant**

**SECTION 2.**

BE IT RESOLVED that a like sum of \$9,400.00 be and the same is hereby appropriated under the captions of:

**State of New Jersey  
2016 Emergency Management Assistance Grant**

**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: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.



**Finance and Personnel Committee**  
CA - Finance/Personnel

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5797)**

DOC ID: 5797

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: June 19, 2018

### **SUMMARY**

This resolution adds \$9,400.00 to the budget both as a revenue and as an expenditure. This grant is used for emergency management expenses.

Resolution (ID # 5798)  
July 10, 2018

**AMEND BUDGET - CHAPTER 159 - ALCOHOL EDUCATION REHAB & ENFORCEMENT**

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 2018 which item is now available as a revenue in the amount of \$512.63:

**State of New Jersey  
Alcohol Education Rehab & Enforcement Grant**

**SECTION 2.**

BE IT RESOLVED that a like sum of \$512.63 be and the same is hereby appropriated under the captions of:

**State of New Jersey  
2018 Alcohol Education Rehab & Enforcement Grant**

**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: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.



**Finance and Personnel Committee**  
CA - Finance/Personnel

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5798)**

DOC ID: 5798

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: June 19, 2018

### **SUMMARY**

This resolution adds \$512.63 to the budget both as a revenue and as an expenditure. This grant is used toward DWI enforcement salaries.

Resolution (ID # 5800)  
July 10, 2018

**AMEND BUDGET - CHAPTER 159 - NJ DOT DEFOREST AVENUE IMPROVEMENT 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 2018 which item is now available as a revenue in the amount of \$50,000.00:

**State of New Jersey Department of Transportation  
2018 Deforest Avenue Project**

**SECTION 2.**

BE IT RESOLVED that a like sum of \$50,000.00 be and the same is hereby appropriated under the captions of:

**State of New Jersey Department of Transportation  
2018 Deforest Avenue Project**

**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: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.



**Finance and Personnel Committee**  
CA - Finance/Personnel

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

Meeting: 07/10/18 07:30 PM

## **RESOLUTION (ID # 5800)**

DOC ID: 5800

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: June 19, 2018

### **SUMMARY**

This resolution adds \$50,000.00 to the budget both as a revenue and as an expenditure. This grant will be used to pay down the debt on the Deforest Avenue project.

Resolution (ID # 5803)  
July 10, 2018

**CANCEL 2018 SEWER UTILITY CHARGES**

WHEREAS, it has been determined by information obtained from the construction office that the following sewers are to be cancelled for 2018

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

That the proper City officers be and they are hereby authorized and directed to cancel 2018 sewer units and refund overpayments of sewer utility charges.

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
3401	46	Khehar, Arvinder S. & Harmita 57 Edgewood Rd.  (Single Unit Structure –Demolished)  <b>No Refund Required</b>	247.00
5203	40	Somers, Thomas & Debra 42 Colt Rd.  (Single Unit Structure –Demolished)  <b>No Refund Required</b>	247.00
4009	15	Broad Street Portfolio LLC 158 Broad St.  (2 Family Structure –Demolished)  <b>No Refund Required</b>	494.00
2801	4	Grapenthin, Daniel 680 Springfield Ave.  (2 Family Structure –Demolished)	494.00

		<b>No Refund Required</b>	
404	14.01	Lee, Sean & Seri, Han 5 Plain St  (Land Only)  <b>No Refund Required</b>	247.00

Dated: July 10, 2018

I, Rosalia M Licatese City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

Resolution (ID # 5819)  
July 10, 2018

**REFUND OVERPAYMENT OF 2018 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:

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
1302	45.14	Peng, Jen Po & Tsai, Mung Chun 412 Morris Ave Unit#14  Check payable and Mail to:  Peng, Jen Po & Tsai, Mung Chun 17 Alexander Ave. Madison NJ 07940	\$247.00

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

Resolution (ID # 5802)  
July 10, 2018

**AUTHORIZE REFUND OVERPAYMENT OF SECOND QUARTER 2018 TAXES**

WHEREAS, the Tax Collector has received second quarter tax payments from lenders on installments prepaid, thereby causing an overpayment, and

WHEREAS, the Lenders have given permission to refund the monies.

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

That the proper City officers be and they are hereby authorized and directed to issue a check(s) as follows:

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
3307	1.302	RJ Realty Associates Inc. 33 Overlook Rd Suite#202/4  Check payable and Mail to:  RJ Realty Associates, Inc. c/o Joseph Altongy 8 Hampshire CT Springfield NJ 07081	3,553.11
3103	10	Johansson, Marcus 15 Manor Hill Rd  Check payable and Mail to:  Lereta, LLC Attn: Refunds 1123 Park View Dr. Covina CA 91724	8,056.70
103	19	Kane, Peter & Margaret 3 Iris Rd  Check payable and Mail to:  Kane, Peter & Margaret 3 Iris Rd Summit NJ 07901	2,508.48

Block	Lot	Name	Amount
3603	29	Callender, Rudolph & Denise 12 Huntley Rd  Check payable and Mail to:  Corelogic Real Estate Tax Serv. Attn: Refund Department PO Box 961250 Fort Worth TX 76161-9887	2,362.56

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

Resolution (ID # 5810)  
July 10, 2018

**AUTHORIZE REFUND OF PROPERTY USE ESCROW - OUR HOUSE FOUNDATION AND  
AMERICAN LEGION**

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

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

<u>Name/ Address</u>	<u>Event</u>	<u>Refund Amount</u>
Our House Foundation, Inc. 76 Floral Avenue <u>Murray Hill, NJ 07974-1511</u> Our House Foundation, Inc.	2018 4-Mile Run	\$500.00
American Legion Lindsey Street Post P.O. Box 757 Summit, NJ 07902-0757	All American Fish Fry	\$500.00

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

Resolution (ID # 5804)  
July 10, 2018

**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
Amanda McConnon 200 Mountain Avenue Summit, NJ 07901	Golf Clinic 8-28-71-300-GLC	\$95.00
Laura Davidkhanian 37 Greenbriar Drive Summit, NJ 07901	Specialty Camp 8-28-71-300-FAS	\$195.00
Natalie Lind 41 Oakley Avenue Summit, NJ 07901	Swim Lessons 8-28-71-300-SWL	\$60.00
Claire Temple-Jones 7 Villa Terrace Maplewood, NJ 07040	Golf Membership 8-01-55-271-000-007	\$115.00
Anastasia Knipe 5 Madison Avenue Summit, NJ 07901	Soccer 8-28-71-300-SOC Field User Fee 8-28-72-400-FUF	\$125.00 \$20.00
Pooja Pendse 11 Knob Hill Drive Summit, NJ 07901	Pool Membership 8-01-55-271-000-008	\$395.00
Victoria Bligh 28 Greenbrier Drive Summit, NJ 07901	Golf Clinic 8-28-71-300-GLC	\$95.00
Julie Wynn 65 West End Avenue Summit, NJ 07901	Summer Camp 8-28-71-300-RSC	\$610.00

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

Resolution (ID # 5493)  
July 10, 2018

**AUTHORIZE PARKING REFUNDS - SUMMIT SMARTCARD, PREPAID PARKING, AND  
OVERNIGHT PARKING PERMITS**

WHEREAS, Summit SmartCards, which have been previously purchased from the City through the Parking Utility Account, have been returned because of a lack of need for the cards or due to a malfunction of said cards, and

WHEREAS, individuals who have purchased prepaid parking and no longer require parking in Summit, and

WHEREAS, individuals who have purchased overnight parking permits that have moved or acquired other off-street parking and no longer require such permit.

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

That the City Treasurer be and is hereby authorized to issue checks to reimburse Summit SmartCard and prepaid parking and users of overnight permits in the amount(s) on the attached list.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

## SUMMIT SMARTCARD, PREPAID PARKING, AND OVERNIGHT PARKING PERMITS REFUNDS

COUNCIL MEETING DATE: July 10, 2018

NAME	ADDRESS	TYPE	REASON	REFUND AMOUNT
Xi Ren Zhou	7 Tanglewood Dr., Summit, NJ 07901	SmartCards #16136,10318,4305	No longer needs	\$94.50
BWG Strategy	15 Maple St., Summit, NJ 07901	Employee Annual Prepaid Pro-Rated	No longer needs	\$432.00
Karen Midlaw	18 Briar Lane, Basking Ridge, NJ 07920	Broad St. East Non-Resident	Paid twice	\$12.00
Hsin-Fang Yang	2437 Epstein Ct., Brookeville, MD 20833	SmartCard # 11908	No longer needs	\$28.00
Diane Klaif	26 Euclid Ave. #101, Summit, NJ 07901	SmartCard #2282	No longer needs	\$41.60
Sea Bridge Investment Advisors	450 Springfield Ave. Suite 301, Summit, NJ 07901	SmartCards # 2749,9053,5146,16054,8652,514 4,7847,11861,4325,7973	No longer needs	\$275.75
Danielle Webb	257 Oak Ridge Ave., Summit, NJ 07901	SmartCards #10398,2032	No longer needs	\$37.50
Brian Alto	21 Miele Pl., Summit, NJ 07901	Resident Quarterly Prepaid Pro-Ra	No longer needs	\$19.00
				\$940.35

**AUTHORIZING PAYMENT OF BILLS**

July 10, 2018

**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 **\$2,884,385.01** for the payment of the itemized bills listed on the following Schedule "A" which have been approved by several committees and the President of the Common Council and which are made a part of the minutes of this meeting.

Dated: July 10, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, July 10, 2018.

City Clerk

July 6, 2018  
12:24 PM

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

Page No: 1

Rcvd Batch Id Range: First to Last      Rcvd Date Start: 0      End: 07/10/18      Report Format: Detail

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Contract Invoice Number
07/10/18	BANDG	18-01936	DAVISON DAVISON, EASTMAN, MUÑOZ, 2 Zoning Escrow Fees ZB-17-1893	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354475 Escrow Fees
07/10/18	BANDG	18-01936	3 Zoning Escrow Fees ZB-17-1905	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354567 Escrow Fees
07/10/18	BANDG	18-01936	4 Zoning Escrow Fees ZB-17-1907	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354476 Escrow Fees
07/10/18	BANDG	18-01936	5 Zoning Escrow Fees ZB-17-1891	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354662 Escrow Fees
07/10/18	BANDG	18-01936	6 Zoning Escrow Fees ZB-17-1900	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354478 Escrow Fees
07/10/18	BANDG	18-01936	7 Zoning Escrow Fees ZB-17-1901	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354479 Escrow Fees
07/10/18	BANDG	18-01936	8 Zoning Escrow Fees ZB-17-1902	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354480 Escrow Fees
07/10/18	BANDG	18-01936	9 Zoning Escrow Fees ZB-17-1909	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354481 Escrow Fees
07/10/18	BANDG	18-01936	10 Zoning Escrow Fees ZB-17-1911	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354482 Escrow Fees
07/10/18	BANDG	18-01936	11 Zoning Escrow Fees ZB-17-1912	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354483 Escrow Fees
07/10/18	BANDG	18-01936	12 Zoning Escrow Fees ZB-16-1848	150.00	T-03-56-286-000-084 Reserved for Zoning Board	354484 Escrow Fees
07/10/18	BANDG	18-01936	13 Zoning Escrow Fees ZB-16-1822	330.00	T-03-56-286-000-084 Reserved for Zoning Board	354485 Escrow Fees
			P.O. Total:	1,980.00		
07/10/18	BANDG	18-01200	DESGANTIS DESANTIS, GLORIA 1 REFUND PERMIT #ZB-18-1917	1,000.00	T-03-56-286-000-084 Reserved for Zoning Board	ZB-18-1917 Escrow Fees
07/10/18	BANDG	18-00891	ROSENBERG & ASSOCIATES 29 ZB Steno Fees Charged to City	93.50	8-01-21-185-000-499 BOA Reporting	281769
07/10/18	BANDG	18-00891	30 ZB Steno Fees Charged to City	0.01	8-01-21-185-000-499 BOA Reporting	281769
07/10/18	BANDG	18-00891	31 ZB Escrow Fees (ZB-18-1923)	108.68	T-03-56-286-000-084 Reserved for Zoning Board	281769 Escrow Fees
07/10/18	BANDG	18-00891	32 ZB Escrow Fees (ZB-18-1915)	385.80	T-03-56-286-000-084 Reserved for Zoning Board	281769 Escrow Fees
07/10/18	BANDG	18-00891	33 ZB Escrow Fees (ZB-18-1920)	141.67	T-03-56-286-000-084 Reserved for Zoning Board	281769 Escrow Fees
07/10/18	BANDG	18-00891	34 ZB Escrow Fees (ZB-18-1922)	154.87	T-03-56-286-000-084 Reserved for Zoning Board	281769 Escrow Fees
07/10/18	BANDG	18-00891	35 ZB Escrow Fees (ZB-17-1910)	319.82	T-03-56-286-000-084 Reserved for Zoning Board	281769 Escrow Fees
07/10/18	BANDG	18-00891	36 ZB Escrow Fees (ZB-18-1924)	207.65	T-03-56-286-000-084 Reserved for Zoning Board	281769 Escrow Fees
			P.O. Total:	1,412.00		

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Total for Batch: BANDG						4,392.00	
07/10/18	FINANCE	18-00008	AMERIFLEX AMERIFLEX 7 JUNE 2018 FSA ADMIN FEES	60.00	8-01-20-130-000-506 FA Flex Account Fees	INV153384	
07/10/18	FINANCE	18-02176	BLIGH BLIGH, VICTORIA 1 REFUND GOLF CLINIC	95.00	8-28-71-300-GLC RT-RAP Golf Clinics		
07/10/18	FINANCE	18-01098	BOROUGHM BOROUGH OF MADISON 4 March IT Services	6,264.17	8-01-20-100-004-210 Technology Operation Support - Madison	COS-MAR18	
07/10/18	FINANCE	18-01098	5 April IT Services	7,458.33	8-01-20-100-004-210	COS-APR18	
07/10/18	FINANCE	18-01098	6 IT Services - May 2018	7,200.00	8-01-20-100-004-210 Technology Operation Support - Madison	COS-MAY18	
P.O. Total:						20,922.50	
07/10/18	FINANCE	18-00033	BPA BENEFIT PLANS ADMINISTRATORS 5 RABBI TRUST CONTRIBUTION (FD)	8,000.00	8-01-25-265-000-141 Fire Rabbi Trust Contribution	BONCZO 2018	
07/10/18	FINANCE	18-02075	BURYKALE BURYK, ALEXANDRA 1 2018 Primary Election Day	400.00	8-01-20-120-000-214 City Clerk Election Expense		
07/10/18	FINANCE	18-02066	CHAMPN50 CHAMPNEY, MEGAN 1 REIMB ADOBE IN-DESIGN SUBSCRIPTION	131.12	8-01-20-100-000-807 A&E Subscriptions	REIMBURSEMENT	
07/10/18	FINANCE	18-00337	CLEAR005 CLEARY GIACOBBE ALFIERI & 4 Services through 3/31/18	1,197.40	8-01-20-155-000-500 LS Contract Services	58957	
07/10/18	FINANCE	18-00337	5 Services through 4/31/18	1,805.76	8-01-20-155-000-500 LS Contract Services	59747	
07/10/18	FINANCE	18-00337	6 Services through 5/31/18	2,237.76	8-01-20-155-000-500 LS Contract Services	60435	
P.O. Total:						5,240.92	
07/10/18	FINANCE	18-00771	CLEAR005 CLEARY GIACOBBE ALFIERI & 11 SUMMIT GENERAL THRU 04/2018	11,813.45	8-01-20-155-000-500 LS Contract Services	59748	
07/10/18	FINANCE	18-00771	12 SUMMIT RETAINER THRU 04/2018	3,000.00	8-01-20-155-000-500 LS Contract Services	59749	
07/10/18	FINANCE	18-00771	13 SUMMIT/ERNEST BOZZI (OPRA)	5,822.75	8-01-20-155-000-500 LS Contract Services	59635	
07/10/18	FINANCE	18-00771	14 SUMMIT GENERAL THRU 05/2018	11,341.80	8-01-20-155-000-500	60448	

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07/10/18	FINANCE	18-00771	15 SUMMIT RETAINER THRU 05/2018	3,000.00	LS Contract Services 8-01-20-155-000-500	60449	
07/10/18	FINANCE	18-00771	16 SUMMIT LITIGATION THRU 05/2018	54.00	LS Contract Services 8-01-20-155-000-500	60511	
07/10/18	FINANCE	18-00771	17 SUMMIT/ERNEST BOZZI OPRA 5/31	3,316.40	LS Contract Services 8-01-20-155-000-500 LS Contract Services	60512	
			P.O. Total:	38,348.40			
07/10/18	FINANCE	18-01487	COLLNSA COLLINS, AMY & LIAM 1 REF ZONING ESCROW #ZB-17-1881	64.80	T-03-56-286-000-084 Reserved for Zoning Board Escrow Fees	ZB-17-1881	
07/10/18	FINANCE	18-00314	COMCAS69 COMCAST 7 8499 05 329 0185248 6/10-7/9	235.84	8-01-29-390-000-222 Library Operations	6/8/2018	
07/10/18	FINANCE	18-02070	CORELOGI CORE LOGIC REAL ESTATE TAX SER 1 REF2Q 2018 OVRPYMT 3603/29	2,362.56	8-01-55-205-000-000 Tax Overpayments		
07/10/18	FINANCE	18-02171	DAVIDKHA DAVIDKHANIAN, LAURA 1 REFUND SPECIALTY CAMPS	195.00	8-28-71-300-FAS RT-RAP FASHION CAMP	7/10/18	
07/10/18	FINANCE	18-02022	DAVIESM DAVIES, MICHELLE 1 REFUND SUMMER CAMP	915.00	8-28-71-300-RSC RT-RAP Summer Rec Camp		
07/10/18	FINANCE	18-00505	DELTAD50 DELTA DENTAL 8 JULY 2018 DENTAL BILLING	12,935.30	T-13-56-800-018-020 Self Insurance 2018 Hlth/Dntl/Life	273213	
07/10/18	FINANCE	18-00505	9 JULY 2018 DENTAL BILLING	4,291.04	T-13-56-800-018-020 Self Insurance 2018 Hlth/Dntl/Life	272688	
			P.O. Total:	17,226.34			
07/10/18	FINANCE	18-00103	DIFRA005 DIFRANCESCO BATEMAN KUNZMAN 5 Legal Services thru 4/30/18	7,399.66	8-01-20-150-000-503 TA Contract Services Legal	4/30/18 #2	
07/10/18	FINANCE	18-00103	6 Legal Services thru 5/31/2018	11,066.88	8-01-20-150-000-503 TA Contract Services Legal		
			P.O. Total:	18,466.54			
07/10/18	FINANCE	18-02020	ENGALEJA ENG, ALEJANDRA 1 REFUND POOL MEMBERSHIP	70.00	8-01-08-118-000 FAC Pool Revenue		
07/10/18	FINANCE	18-00554	FLAGSH50 FLAGSHIP DENTAL PLANS 8 JULY PLAN FOR 2018 DENTAL	459.11	T-13-56-800-018-020	119509	

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Self Insurance 2018 Hlth/Dntl/Life							
07/10/18	FINANCE	18-01651	GRABOWSK Grabowski, Chester & Cheryl & 1 REFUND 2017 OPYMT. TCJ 3501-52	9,624.83	8-01-55-205-000-000 Tax Overpayments		
07/10/18	FINANCE	18-02045	ICMAMEMB ICMA MEMBERSHIP RENEWALS 1 Membership Renewal 2018	200.00	8-01-20-100-000-806 A&E Memberships	842723	
07/10/18	FINANCE	18-00424	JCPL0050 JCP&L 6 200000000808 MASTER FINANCE	2,768.34	8-01-31-430-000-100 Electricity	95007329021	
07/10/18	FINANCE	18-01745	JPMONZOM JPMONZO MUNICIPAL CONSULTING 1 6/19 CHARITABLE CONTRB GERBA	40.00	8-01-20-130-000-809 FA Conferences/Meetings/Dues/Training	6/19 GERBA	
07/10/18	FINANCE	18-01745	2 6/19 CHARITABLE CONTRB BERGER	40.00	8-01-20-130-000-809 FA Conferences/Meetings/Dues/Training	6/19 BERGER	
07/10/18	FINANCE	18-01745	3 6/19 CHARITABLE CONTRB RUGGIER	40.00	8-01-20-145-000-809 CTaxes Conferences Meetings and Dues	6/19 RIGGIERO	
			P.O. Total:	120.00			
07/10/18	FINANCE	18-02069	KANE PETE KANE, PETER & MARGARET 1 REF 2Q 2018 OVPYMTS 103/19	2,508.48	8-01-55-205-000-000 Tax Overpayments	5802	
07/10/18	FINANCE	18-02174	KNIPEANA KNIPE, ANASTASIA 1 REFUND SOCCER/ FIELD USER FEE	125.00	8-28-71-300-SOC RT-RAP Soccer		
07/10/18	FINANCE	18-02174	2 REFUND SOCCER/ FIELD USER FEE	20.00	8-28-72-400-FUF RT-Field User Fees		
			P.O. Total:	145.00			
07/10/18	FINANCE	18-01642	LICATE50 LICATESE, ROSEMARY 1 REIMBURSE 5/4 SEMINAR MILEAGE	28.34	8-01-20-120-000-808 City Clerk Travel/Personal Expenses		
07/10/18	FINANCE	18-01642	2 REIMBURSE 5/4 SEMINAR TOLLS	1.50	8-01-20-120-000-808 City Clerk Travel/Personal Expenses		
			P.O. Total:	29.84			
07/10/18	FINANCE	18-02172	LINDNAT LIND, NATALIE 1 REFUND SWIM LESSONS	60.00	8-28-71-300-SWL RT-RAP Swim Lessons		
07/10/18	FINANCE	18-01539	MARGARET MARGARET DAWES BROWN DILLEY 13 WEEK ENDING 5/4	245.00	T-03-56-286-000-105 Reserved for POAA	4/30-5/4/18	
07/10/18	FINANCE	18-01539	14 WEEK ENDING 5/11	200.00	T-03-56-286-000-105	5/7-5/11/18	

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07/10/18	FINANCE	18-01539	15 WEEK ENDING 5/18	80.00	Reserved for POAA T-03-56-286-000-105	5/14-5/18	
07/10/18	FINANCE	18-01539	16 WEEK ENDING 5/25	365.00	Reserved for POAA T-03-56-286-000-105	5/21-5/25/18	
07/10/18	FINANCE	18-01539	17 WEEK ENDING 6/1	135.00	Reserved for POAA T-03-56-286-000-105	5/29-6/1/18	
07/10/18	FINANCE	18-01539	18 WEEK ENDING 6/8	270.00	Reserved for POAA T-03-56-286-000-105	6/4-6/8/18	
			P.O. Total:	1,295.00	Reserved for POAA		
07/10/18	FINANCE	18-02170	MC CONNOA McConnon, Amanda 1 REFUND GOLF CLINIC	95.00	8-28-71-300-GLC RT-RAP Golf Clinics		
07/10/18	FINANCE	18-02026	MERINOMI MERINO, MIGUEL 1 REFUND LEGO ROBOTICS	195.00	8-28-71-300-LEG RT-RAP Lego Robotics		
07/10/18	FINANCE	18-01100	MILLSTRA MILLENNIUM STRATEGIES, LLC 4 Services for March 2018	3,500.00	8-01-20-100-000-500 A&E Contract Svcs	7492	
07/10/18	FINANCE	18-01100	5 Services for April 2018	3,500.00	8-01-20-100-000-500 A&E Contract Svcs	7586	
07/10/18	FINANCE	18-01100	6 Services for May 2018	3,500.00	8-01-20-100-000-500 A&E Contract Svcs	7679	
			P.O. Total:	10,500.00			
07/10/18	FINANCE	18-02073	NEWJER21 NEW JERSEY DIVISION OF ALCOHOL 1 2018-2019 Liquor Renewal	63.00	8-01-20-120-000-201 City Clerk Supplies and Materials		
07/10/18	FINANCE	18-02072	NJLEAG50 NJ STATE LEAGUE OF 1 NJ Municipalities Magazine	525.00	8-01-20-120-000-201 18M-9202 City Clerk Supplies and Materials		
07/10/18	FINANCE	18-02098	NJLEAG50 NJ STATE LEAGUE OF 1 help wanted - Deputy City Clrk	115.00	8-01-20-120-000-210 11255SD City Clerk Advertising		
07/10/18	FINANCE	18-00106	NPSMEMER NPSM EMERGENCY SRVS COMMUN CTR 4 2018 OPERATIONS BLANKET 3RD Q	245,409.85	8-01-25-265-003-500 NPSM Emergency Services Dispatch Center	2018-SUMMIT-Q3	
07/10/18	FINANCE	18-02074	OFFICE10 OFFICE BUSINESS SYSTEMS INC 1 Equipement Base Charges	1,551.00	8-01-20-120-000-403 City Clerk Equipment Svc	INV3815	
07/10/18	FINANCE	18-02175	PENDSEPO PENDSE, POOJA 1 REFUND POOL MEMBERSHIP	395.00	8-01-08-118-000		

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FAC Pool Revenue							
07/10/18	FINANCE	18-02104	PENGJENP PENG, JEN PO & MUNG CHUN 1 REF DUPLICATE 2018 SEWER PYMT	247.00	8-07-55-205-000-000 SEWER Overpayments		
07/10/18	FINANCE	18-02131	PEOTTE50 PEOTTER'S AUTO BODY INC 1 2014 Dodge Charger Bodywork	1,219.80	T-13-56-800-018-010 Self Insurance 2018 Admin - JIF	9FADB8DC	
07/10/18	FINANCE	18-02018	RODRIDEN RODRIGUEZ, DENIA 1 REFUND POOL MEMBERSHIP	30.00	8-01-08-118-000 FAC Pool Revenue		
07/10/18	FINANCE	18-02071	ROYALP50 ROYAL PRINTING SERVICE 1 June 2018 Primary Election	13,395.00	8-01-20-120-000-214 City Clerk Election Expense	144895/R	
07/10/18	FINANCE	18-02003	SAIENTER SAI ENTERPRISES INC 1 Knowbe4 Security Training	3,193.25	8-01-20-100-004-250 Technology Tech & Software Licenses	042379	
07/10/18	FINANCE	18-02024	SALASLES SALAS, LESLIE 1 REFUND POOL MEMBERSHIP	75.00	8-01-08-118-000 FAC Pool Revenue		
07/10/18	FINANCE	18-02061	SHAPING SHAPING SUMMIT TOGETHER 1 SUMMIT MUNICIPAL ALLIANCE	7,890.00	8-01-27-351-000-200 Prevention of Drug & Alcohol Abuse		
07/10/18	FINANCE	18-00214	SMARTS50 SMARTSTAFF PERSONNEL 28 A.Buryk - w/e 6/3/18	168.38	8-01-20-100-000-103 A&E Temporary Part Time	18970	
07/10/18	FINANCE	18-00214	SMARTS50 SMARTSTAFF PERSONNEL 29 A.Buryk - w/e 6/10/18	224.50	8-01-20-100-000-103 A&E Temporary Part Time	18981	
07/10/18	FINANCE	18-00214	SMARTS50 SMARTSTAFF PERSONNEL 30 A.Buryk - w/e 6/3/18	449.00	8-01-20-120-000-810 City Clerk Temporary Staffing	18970	
07/10/18	FINANCE	18-00214	SMARTS50 SMARTSTAFF PERSONNEL 31 A.Buryk - w/e 6/10/18	561.25	8-01-20-120-000-810 City Clerk Temporary Staffing	18981	
P.O. Total:				1,403.13			
07/10/18	FINANCE	18-02019	STEINEL Steinel, Rory & Joe Marie 1 REFUND SWEET TREAT & DECORATIN	195.00	8-28-71-300-BKD RT-RAP Baking/Decorating		
07/10/18	FINANCE	18-02050	STHPRIN STH PRINTING, LLC 1 Offset 2018 Tax Budget	2,445.00	8-01-20-100-000-301 A&E Printing	2445.00	
07/10/18	FINANCE	18-00003	SUBURB75 SUBURBAN MUNICIPAL JOINT INSUR 4 2018 ASSESSMENT BILL 2 INSTAL.	258,440.13	T-13-56-800-018-010	SBMU335-2018	

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Self Insurance 2018 Admin - JIF							
07/10/18	FINANCE	18-02178	SUMMIT24 SUMMIT DOWNTOWN INC 2 SDI QUARTELY PAYMENTS 1Q	65,650.00	8-01-55-209-000-000 Special Improvement District Taxes		1ST QUARTER
07/10/18	FINANCE	18-02178	3 SDI QUARTELY PAYMENTS 2Q	65,650.00	8-01-55-209-000-000 Special Improvement District Taxes		2ND QUARTER
07/10/18	FINANCE	18-02178	4 SDI QUARTELY PAYMENTS 3Q	65,650.00	8-01-55-209-000-000 Special Improvement District Taxes		3RD QUARTER
			P.O. Total:	196,950.00			
07/10/18	FINANCE	18-02046	SWIFTRCH SWIFTREACH NETWORKS INC 1 Annual Subscription	5,995.00	8-01-25-252-000-500 EM Contract Svcs		5/31/2018
07/10/18	FINANCE	18-02173	TEMPLEJO TEMPLE-JONES, CLAIRE 1 REFUND GOLF MEMBERSHIP	115.00	8-01-08-117-000 Golf Course Revenue		
07/10/18	FINANCE	18-02025	TRAULVIN TRAUL, VINCENT 1 REFUND POOL MEMBERSHIP	75.00	8-01-08-118-000 FAC Pool Revenue		
07/10/18	FINANCE	18-02042	TRINIT50 TRINITAS HOSPITAL 2 EAP SERVICES 2018 - 1Q	1,400.00	8-01-20-100-001-200 Employee Assistance Program - OE		4/3/2018
07/10/18	FINANCE	18-00772	USPSCMRS USPS (CMRS-FP) 3 2018 Postage refill City Hall	10,000.00	8-01-20-100-002-201 Postage US Postage		
07/10/18	FINANCE	17-03067	VARIDESK VARIDESK, LLC 1 3 varidesks pro plus 30	1,125.00	7-01-26-310-000-201 PB&G Supplies and Materials		IVC-2-481688
07/10/18	FINANCE	18-01705	WBMASON W.B. MASON CO, INC 3 Office Supplies	318.48	8-01-20-120-000-201 City Clerk Supplies and Materials		I56132589
07/10/18	FINANCE	18-02047	WBMASON W.B. MASON CO, INC 1 8.5x11 White paper	67.99	8-01-20-100-000-201 A&E Supplies and Materials		I53308230
07/10/18	FINANCE	18-02047	2 Storage Box	711.55	8-01-20-100-000-201 A&E Supplies and Materials		I54914972
07/10/18	FINANCE	18-02047	3 8.5x11 frame	67.25	8-01-20-100-000-201 A&E Supplies and Materials		I55497614
07/10/18	FINANCE	18-02047	4 Storage box, hanging folders	372.87	8-01-20-100-000-201 A&E Supplies and Materials		I55248981
			P.O. Total:	1,219.66			

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07/10/18	FINANCE	18-01664	WOLFEDIA WOLFE, DIANE 10 WEEK ENDING 6/1	390.00	T-03-56-286-000-105 Reserved for POAA	05/29-6/1/18	
07/10/18	FINANCE	18-01664	11 WEEK ENDING 6/8	615.00	T-03-56-286-000-105 Reserved for POAA	06/4-8/18	
07/10/18	FINANCE	18-01664	12 WEEK ENDING 6/15	472.50	T-03-56-286-000-105 Reserved for POAA	06/11-15/18	
07/10/18	FINANCE	18-01664	13 WEEK ENDING 6/22	540.00	T-03-56-286-000-105 Reserved for POAA	06/18-22/18	
			P.O. Total:	2,017.50			
07/10/18	FINANCE	18-01021	WORRAL33 WORRALL COMMUNITY NEWSPAPERS 25 Ordinance 18-3164	34.60	8-01-20-120-000-210 City Clerk Advertising	156547	
07/10/18	FINANCE	18-01021	26 Ordinance 18-3165	35.58	8-01-20-120-000-210 City Clerk Advertising	156548	
07/10/18	FINANCE	18-01021	27 Ordinance 18-3162	31.66	8-01-20-120-000-210 City Clerk Advertising	156546	
07/10/18	FINANCE	18-01021	28 Pending- Taxi/Limo Ordinance	37.05	8-01-20-120-000-210 City Clerk Advertising	158673	
07/10/18	FINANCE	18-01021	29 Pending DRO-CRBD Zone	37.05	8-01-20-120-000-210 City Clerk Advertising	158674	
			P.O. Total:	175.94			
07/10/18	FINANCE	18-02177	WTNNJ WYNN, JULIE 1 REFUND SUMMER CAMP	610.00	8-28-71-300-RSC RT-RAP Summer Rec Camp		
07/10/18	FINANCE	18-02023	YOOSUKY YOO, SUK YOUNG 1 REFUND SUMMER CAMP	610.00	8-28-71-300-RSC RT-RAP Summer Rec Camp		
07/10/18	FINANCE	18-02021	ZOBELLIS ZOBEL, LISA 1 REFUND MULTI SPORTS	210.00	8-28-71-300-MUL RT-RAP Multi Sports Camp		
			Total for Batch: FINANCE	898,148.36			
07/10/18	GSERVICE	18-01370	AIRGASNC AIRGAS NATIONAL CARBONATION 3 34737853 Carbon Dioxide	241.94	8-01-28-370-003-201 FAC Supplies and Materials	34737853	
07/10/18	GSERVICE	18-02233	ALTO ALTO, BRIAN 1 RESIDENT QUARTERLY PREPAID	19.00	8-09-08-503-000 Parking Revenues (Refunds)	7/10/18	
07/10/18	GSERVICE	18-02225	ANIMALCS ANIMAL CONTROL SOLUTIONS LLC 1 July 2018 monthly fee	3,000.00	T-12-56-800-000-001 Animal Control	1801	

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07/10/18	GSERVICE	17-02634	ATLAN005 ATLANTIC ENGINEERING 8 25809 - SCC Testing April	3,998.43	C-04-31-030-001-900 3130 Section 20	25809	
07/10/18	GSERVICE	18-02205	BURTCONS BURT CONSTRUCTION 1 Anderson Field House Windows	14,000.00	C-04-29-050-00A-006 2950 - Upper Tatlock Field House Rehab	7/3/18	
07/10/18	GSERVICE	18-02227	BWGSTRAT BWG STRATEGY 1 EMPLOYEE ANNUAL PREPAID PRO-RT	432.00	8-09-08-503-000 Parking Revenues (Refunds)	7/10/18	
07/10/18	GSERVICE	18-01469	CANONB66 CANON BUSINESS SOLUTIONS-EAST 2 Copier Fees - 4/20	129.88	8-09-55-502-001-201 Parking Supplies and Materials	4025701077	
07/10/18	GSERVICE	18-01957	CANONB66 CANON BUSINESS SOLUTIONS-EAST 1 COPIER MAINTENANCE SERVICE	204.80	8-01-28-370-005-500 CP Contract Services	4025661866	
07/10/18	GSERVICE	18-01957	CANONB66 CANON BUSINESS SOLUTIONS-EAST 2 COPIER MAINTENANCE SERVICE	252.50	8-01-28-370-005-500 CP Contract Services	4025942766	
			P.O. Total:	457.30			
07/10/18	GSERVICE	18-02179	CITYOF55 CITY OF SUMMIT PETTYCASH/CHANG 1 Parking Cash Replenishment	12,000.00	8-09-55-103-000-000 Parking Utility Change Fund	REPLENISHMENT	
07/10/18	GSERVICE	18-01400	CLEARW66 CLEAR WATER SWIMMING POOL MNTN 3 115484 chlorine 5/24/18	1,692.75	8-01-28-370-003-201 FAC Supplies and Materials	115484	
07/10/18	GSERVICE	18-01948	COLLIN33 COLLINE BROS LOCK&SAFE CO LLC 1 Keys for SPD / pool - golf	40.63	8-01-28-370-002-402 Golf Building Maintenance	122219	
07/10/18	GSERVICE	18-01346	DANSWAYZ DAN SWAYZE & SON INC 1 Fix-Seal-Restripe Wilson BB	1,800.00	C-04-29-050-00A-008 2950 - Wilson Park Phase II	26846	
07/10/18	GSERVICE	18-02221	FLOWSYST FLOW SYSTEMS LLC 1 Irrigation pump	4,365.00	8-01-28-370-002-204 Golf Grounds Maintenance Materials		
07/10/18	GSERVICE	18-02221	2 Main pool pump	6,000.00	C-04-31-014-00A-040 3114A DCP FAC Improvements		
			P.O. Total:	10,365.00			
07/10/18	GSERVICE	18-01844	GILLAS50 GILL ASSOCIATES IDENTIFICATION 1 I.D. Cards	270.00	T-03-56-286-DCP-1ID DCP Merchandise Replacement ID Cards	53476	
07/10/18	GSERVICE	18-01844	2 Shipping	15.00	T-03-56-286-DCP-1ID	53476	

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				P.O. Total:	285.00	DCP Merchandise Replacement ID Cards	
07/10/18	GSERVICE	18-01768	HANOVE66 HANOVER SUPPLY CO INC 1 Pool Shower Repair Parts - DPW	43.88	8-01-28-370-003-402 FAC Building Maintenance	W217908	
07/10/18	GSERVICE	18-01768	2 Pool Shower Repair Parts - DPW	73.81	8-01-28-370-003-402 FAC Building Maintenance	W218440	
07/10/18	GSERVICE	18-01768	3 Pool Irrigation Parts - DPW	311.42	8-01-28-370-003-402 FAC Building Maintenance	W218523	
				P.O. Total:	429.11		
07/10/18	GSERVICE	18-02005	HANOVE66 HANOVER SUPPLY CO INC 1 DCP Park Bldg Repair Parts	40.32	8-01-28-370-005-402 CP Building Maintenance	W219856	
07/10/18	GSERVICE	18-02005	2 DCP Park Bldg Repair Parts	37.61	8-01-28-370-005-402 CP Building Maintenance	W219855	
				P.O. Total:	77.93		
07/10/18	GSERVICE	18-02006	HOMEDE66 HOME DEPOT CREDIT SERVICE 1 DCP Building Repair Items	130.71	8-01-28-370-005-402 CP Building Maintenance	09151393545	
07/10/18	GSERVICE	18-02090	HOMEDE66 HOME DEPOT CREDIT SERVICE 1 Repair supplies - Cornog	42.46	8-01-28-370-005-402 CP Building Maintenance	09150292722	
07/10/18	GSERVICE	18-02090	2 Repair supplies - Cornog	134.94	8-01-28-370-005-402 CP Building Maintenance	09151465160	
07/10/18	GSERVICE	18-02090	3 Repair supplies - pool	106.23	8-01-28-370-003-402 FAC Building Maintenance	09151718493	
				P.O. Total:	283.63		
07/10/18	GSERVICE	18-02125	HOMEDE66 HOME DEPOT CREDIT SERVICE 1 Cornog Exterior Bathroom	206.32	8-01-28-370-005-402 CP Building Maintenance	09155805056	
07/10/18	GSERVICE	18-02166	HOMEDE66 HOME DEPOT CREDIT SERVICE 1 SFAC Supplies	126.87	8-01-28-370-003-201 FAC Supplies and Materials	09151307040	
07/10/18	GSERVICE	18-02212	HOMEDE66 HOME DEPOT CREDIT SERVICE 1 Recycling Cans - 4th of July	191.64	T-03-56-286-DCP-JUL DCP Sponsorships July 4th Celebration	09153758976	
07/10/18	GSERVICE	18-02212	2 Sharks Swim Team Maintenance	81.84	8-28-71-300-SWI-TEM RT-RAP Swim Team	09470531236	
				P.O. Total:	273.48		

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			HOMEDE66 HOME DEPOT CREDIT SERVICE				
07/10/18	GSERVICE	18-02217	1 SFAC Supplies	83.28	8-01-28-370-003-201 FAC Supplies and Materials	09151412014	
			HSCONSTR H&S CONSTRUCTION & MECHANICAL				
07/10/18	GSERVICE	17-02242	14 SCC - ACP #9	680,766.80	C-04-31-030-001-010 3130 Community Center Improvements		
			IANNACON IANNACOME, NICHOLAS ALBERT				
07/10/18	GSERVICE	18-01986	1 ASSIS. FEE BASKETBALL CLASSES	300.00	8-28-71-300-TRY-BSK RT-RAP TryCAN Basketball		
			IDEDEGEIN ID EDGE INC				
07/10/18	GSERVICE	18-01884	1 Polaroid Full Color Ribbons	420.00	T-03-56-286-DCP-1ID DCP Merchandise Replacement ID Cards	83309	
07/10/18	GSERVICE	18-01884	2 Discount	15.00-	T-03-56-286-DCP-1ID DCP Merchandise Replacement ID Cards	83309	
			P.O. Total:	405.00			
			IFITSW50 IF ITS WATER INC				
07/10/18	GSERVICE	18-01416	5 Tubing and parts SFAC - BPO	79.00	8-01-28-370-003-201 FAC Supplies and Materials	51657	
			INKWELLG INKWELL GLOBAL MARKETING CORP				
07/10/18	GSERVICE	18-02038	1 23/6 Tophies	15.00	T-03-56-286-DCP-JUL DCP Sponsorships July 4th Celebration	JULY4BPTBA	
07/10/18	GSERVICE	18-02038	2 3 in Tophies	24.00	T-03-56-286-DCP-JUL DCP Sponsorships July 4th Celebration	JULY4BPTBA	
07/10/18	GSERVICE	18-02038	3 5 in Tophies	27.00	T-03-56-286-DCP-JUL DCP Sponsorships July 4th Celebration	JULY4BPTBA	
			P.O. Total:	66.00			
			INTEGRITS INTEGRATED TECHNICAL SYSTEMS				
07/10/18	GSERVICE	18-01465	4 Digital Iris Fees -June	2,340.00	8-09-55-502-001-310 Parking Electronic Costs	YE3970	
			JCPL0050 JCP&L				
07/10/18	GSERVICE	18-00428	6 200000000808 MASTER PARKING	2,492.11	8-09-55-502-001-520 Parking Electricity	95007329021	
			KAIVACIN KAIVAC INC.				
07/10/18	GSERVICE	18-02118	1 Kaivac Floor Cleaning System	3,808.78	8-01-28-370-003-500 FAC Contract Services	M169561	
07/10/18	GSERVICE	18-02118	2 Kaivac Acid	88.01	8-01-28-370-003-500 FAC Contract Services	M169561	
07/10/18	GSERVICE	18-02118	3 Kaivac Degreaser	95.43	8-01-28-370-003-500 FAC Contract Services	M169561	
07/10/18	GSERVICE	18-02118	4 Freight	191.50	8-01-28-370-003-500 FAC Contract Services	M169561	
			P.O. Total:	4,183.72			

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07/10/18	GSERVICE	18-02230	KLAIFD50 KLAIF, DIANE 1 SMARTCARD 2282 REFUND	41.60	8-09-08-503-000 Parking Revenues (Refunds)	7/10/18	
07/10/18	GSERVICE	18-02216	LOWESCOM LOWE'S HOME CENTERS, LLC 1 Adams Lounge Chairs	1,147.78	8-01-28-370-003-700 FAC Equipment	8422421	
07/10/18	GSERVICE	18-02216	2 Adams Lounge Chairs - damaged	44.15-	8-01-28-370-003-700 FAC Equipment	14423648	
07/10/18	GSERVICE	18-02216	3 Pool Deck Blower	407.55	8-01-28-370-003-700 FAC Equipment	9435738	
			P.O. Total:	1,511.18			
07/10/18	GSERVICE	18-02164	MCMASTER MCMASTER-CARR SUPPLY COMPANY 1 self extinguishing can springs	33.60	8-01-28-370-003-402 FAC Building Maintenance		
07/10/18	GSERVICE	18-02164	2 PTFE sheet 6x6x1/4	64.36	8-01-28-370-003-402 FAC Building Maintenance		
			P.O. Total:	97.96			
07/10/18	GSERVICE	18-02228	MIDLAWKA MIDLAW, KAREN 1 BROAD ST EAST NON RES PERMIT	12.00	8-09-08-503-000 Parking Revenues (Refunds)	7/10/18	
07/10/18	GSERVICE	18-01752	NATSEC50 NATIONAL SECURITY ASSURANCE CO 1 Background Check Camp Employee	19.00	8-28-71-300-SUM-CAM RT-RAP Summer Camp	2854	
07/10/18	GSERVICE	18-01753	NATSEC50 NATIONAL SECURITY ASSURANCE CO 1 Background Check Golf Employee	19.00	8-01-28-370-002-201 Golf Supplies and Materials	2854	
07/10/18	GSERVICE	18-01753	2 Background Check Pool Employee	38.00	8-01-28-370-003-201 FAC Supplies and Materials	2854	
			P.O. Total:	57.00			
07/10/18	GSERVICE	18-01959	NATSEC50 NATIONAL SECURITY ASSURANCE CO 1 EMPLOYMENT SCREENING	38.00	8-01-28-370-005-201 CP Supplies and Materials	2816	
07/10/18	GSERVICE	18-01377	NESTLERR READYREFRESH BY NESTLE 4 18F3210229294 Drinking Water	7.44	8-01-28-370-002-201 Golf Supplies and Materials	229294	
07/10/18	GSERVICE	18-01394	NJ-AME50 NJ-AMERICAN WATER CO. 4 1018210023341990 100 Ashwood	4,256.65	8-01-31-445-000-FAC Water - Family Aquatic Center	5/18	

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			NJADVANM NJ ADVANCE MEDIA LLC				
07/10/18	GSERVICE	18-02039	1 Help Wanted AD 5/6	1,003.00	8-09-55-502-001-201 Parking Supplies and Materials	1105604	
07/10/18	GSERVICE	18-02039	2 Help Wanted Ad 5/6	992.50	8-09-55-502-001-201 Parking Supplies and Materials		
			P.O. Total:	1,995.50			
			NOBELEQU NOBEL EQUIPMENT & SUPPLY INC				
07/10/18	GSERVICE	18-01899	1 Lighting Rental - 4th of July	1,050.00	T-03-56-286-DCP-JUL DCP Sponsorships July 4th Celebration	556272	
			ORIGINWA ORIGINAL WATERMAN, INC.				
07/10/18	GSERVICE	18-01669	1 Polarized Guard Glasses	384.00	8-01-28-370-003-801 FAC Clothing Purchase/Cleaning	49967	
07/10/18	GSERVICE	18-01669	2 Shipping	78.85	8-01-28-370-003-801 FAC Clothing Purchase/Cleaning	49967	
			P.O. Total:	462.85			
			PARKMOBI PARKMOBILE USA INC				
07/10/18	GSERVICE	18-01477	2 End User Fees - April	6,777.00	8-09-55-502-001-310 Parking Electronic Costs	INV8927	
			POTTERAR POTTER ARCHITECTS LLC				
07/10/18	GSERVICE	17-01430	22 Invoice 16-039-22	12,500.00	C-04-26-060-00A-000 2660A - IMPROVEMENT FACILITIES & GROUNDS	16-039-22	
			QUALIT25 QUALITY AUTOMOTIVE CO.				
07/10/18	GSERVICE	18-00593	6 598194 Strobe Vehicle Maint.	67.50	8-01-28-370-005-405 CP Vehicle Maintenance	598194	
			QUALIT25 QUALITY AUTOMOTIVE CO.				
07/10/18	GSERVICE	18-01270	1 floor mats car#6	95.00	8-09-55-502-001-405 Parking Vehicle Maintenance	958197	
07/10/18	GSERVICE	18-01270	2 floor mats car#6	88.00	8-09-55-502-001-405 Parking Vehicle Maintenance	958197	
			P.O. Total:	183.00			
			QUALIT25 QUALITY AUTOMOTIVE CO.				
07/10/18	GSERVICE	18-01878	1 MAINTENANCE TO GOLF VEHICLES	154.88	8-01-28-370-002-203 Golf Equipment Maintenance Supplies	595668	
07/10/18	GSERVICE	18-01878	2 MAINTENANCE TO DCP VEHICLES	580.67	8-01-28-370-005-405 CP Vehicle Maintenance	595668	
			P.O. Total:	735.55			
			QUALIT25 QUALITY AUTOMOTIVE CO.				
07/10/18	GSERVICE	18-02127	1 Press box hatch supports	44.80	8-28-71-300-FTB-PGM RT-RAP Football	608794	
07/10/18	GSERVICE	18-02127	2 Inflatable court repair parts	48.00	8-28-71-300-SUM-CAM	608842	

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					RT-RAP Summer Camp		
			P.O. Total:	92.80			
			RICCIA RICCIARDI BROTHERS, INC.				
07/10/18	GSERVICE	18-01950	1 Paint for pool - DPW	102.98	8-01-28-370-003-402 FAC Building Maintenance	14897	
07/10/18	GSERVICE	18-01950	2 Paint for pool - DPW	82.25	8-01-28-370-003-402 FAC Building Maintenance	14897	
			P.O. Total:	185.23			
			SEABRIDG SEA BRIDGE INVESTMENT ADVISORS				
07/10/18	GSERVICE	18-02231	1 VARIOUS SMART CARDS REFUND	275.75	8-09-08-503-000 Parking Revenues (Refunds)	7/10/18	
			SHDIMITR SH DIMITRAKIS CORP				
07/10/18	GSERVICE	18-02203	1 Cornog Bathroom Concrete Work	9,790.00	C-04-29-050-00A-002 2950 - Cornog Field House Doors	6-28-2018	
			SMALLWOO SMALLWOOD FINANCIAL GROUP LLC				
07/10/18	GSERVICE	18-00977	5 Time & Attendance -April	152.00	8-09-55-502-001-700 Parking Equipment	1041	
			SMARTS50 SMARTSTAFF PERSONNEL				
07/10/18	GSERVICE	18-01393	10 D. Carrajat w/e 5/13	866.25	8-09-55-501-000-132 Parking Ambassadors	18937	
07/10/18	GSERVICE	18-01393	11 D. Carrajat w/e 5/20	866.25	8-09-55-501-000-132 Parking Ambassadors	18947	
07/10/18	GSERVICE	18-01393	12 D. CARRAJAT W/E 5/27	693.00	8-09-55-501-000-132 Parking Ambassadors	18960	
07/10/18	GSERVICE	18-01393	13 D. Carrajat w/e 6/3	940.50	8-09-55-501-000-132 Parking Ambassadors	18971	
			P.O. Total:	3,366.00			
			SMARTSIG SMARTSIGN				
07/10/18	GSERVICE	18-02036	1 Pay by Plate Signs- North Side	2,003.00	8-09-55-502-001-201 Parking Supplies and Materials	MPS-350838	
07/10/18	GSERVICE	18-02036	2 Pay Here Signs -North Side	645.00	8-09-55-502-001-201 Parking Supplies and Materials	MPS-350838	
			P.O. Total:	2,648.00			
			SONGJACE SONG, JACEY W.				
07/10/18	GSERVICE	18-02191	1 TryCan Assistant Social Skills	220.50	8-28-71-300-TRY-SOC RT-RAP TryCAN Social Skills		
			STANDELE STANDARD ELEVATOR CORPORATION				
07/10/18	GSERVICE	18-01472	4 Elevator Maintenance -tier	225.00	8-09-55-502-001-402 Parking Building Maintenance	98139	
07/10/18	GSERVICE	18-01472	5 Elevator Maintenance -bsg	210.00	8-09-55-502-001-402	98140	

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					Parking Building Maintenance		
			P.O. Total: 435.00				
			SUMMIT10 SUMMIT BOARD OF EDUCATION				
07/10/18	GSERVICE	18-01833	1 Gym Rental Basketball 17-18	25,630.59	8-28-71-300-BKT-BAL RT-RAP Basketball	4/6/18	
07/10/18	GSERVICE	18-01833	2 Summit Basketball Portion	12,801.50-	8-28-71-300-BKT-BAL RT-RAP Basketball	4/6/18	
			P.O. Total: 12,829.09				
			SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO				
07/10/18	GSERVICE	18-02059	1 Lamp Ballast	30.00	8-01-28-370-003-402 FAC Building Maintenance	48338-1	
			SUMMIT30 SUMMIT FORGE BODY WORKS, INC.				
07/10/18	GSERVICE	18-01713	1 Unlock Car 5/1/18	90.00	8-09-55-502-001-942 Parking Lot Maintenance	3278	
			SUMMIT40 SUMMIT IND. HARDWARE				
07/10/18	GSERVICE	18-02040	1 Pool cleaning supplies	13.56	8-01-28-370-003-402 FAC Building Maintenance	635409	
			SUMMIT40 SUMMIT IND. HARDWARE				
07/10/18	GSERVICE	18-02165	1 SFAC Supplies	25.98	8-01-28-370-003-201 FAC Supplies and Materials	637105	
			SUMMIT40 SUMMIT IND. HARDWARE				
07/10/18	GSERVICE	18-02218	1 Conduit for SFAC	13.58	8-01-28-370-003-204 FAC Grounds Maintenance Materials	637727	
			SUMMITSO SUMMIT SOUNDZ ENTERTAINMENT				
07/10/18	GSERVICE	18-01999	1 DJ for Flag Raising	250.00	T-03-56-286-DCP-JUL DCP Sponsorships July 4th Celebration	TBA	
			SUMMITSO SUMMIT SOUNDZ ENTERTAINMENT				
07/10/18	GSERVICE	18-02000	1 DJ for Pool Event on Aug 15	300.00	8-01-28-370-003-201 FAC Supplies and Materials	TBA	
			SUMMITSO SUMMIT SOUNDZ ENTERTAINMENT				
07/10/18	GSERVICE	18-02001	1 DJ for Tarentino Con @ NNO	350.00	T-03-56-286-DCP-MLT DCP Sponsorships Tarentino Community Day	TBA1	
			SUMMITSO SUMMIT SOUNDZ ENTERTAINMENT				
07/10/18	GSERVICE	18-02092	1 Camp DJ Entertainment for 7/3	275.00	8-28-71-300-SUM-CAM RT-RAP Summer Camp	3299	
07/10/18	GSERVICE	18-02092	2 Camp DJ Entertainment for 7/16	275.00	8-28-71-300-SUM-CAM RT-RAP Summer Camp	3299	
07/10/18	GSERVICE	18-02092	3 Camp DJ Entertainment for 7/26	275.00	8-28-71-300-SUM-CAM RT-RAP Summer Camp	3299	
			P.O. Total: 825.00				

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07/10/18	GSERVICE	18-02035	THENEWFN THE NEW FUN SERVICES 1 Stilt Walker/Balloons	525.00	T-03-56-286-DCP-JUL DCP Sponsorships July 4th Celebration	TBA2	
07/10/18	GSERVICE	18-02037	THENEWFN THE NEW FUN SERVICES 1 Leaps & Bounds, Sesame Place	2,000.00	T-03-56-286-DCP-JUL DCP Sponsorships July 4th Celebration	JUL4TBA	
07/10/18	GSERVICE	18-02122	THOMPS32 THOMPSON SPORTING GOODS INC 1 Football Jersey/Accessories	620.00	8-28-71-300-FTB-PGM RT-RAP Football		
07/10/18	GSERVICE	18-01524	USSPO US SPORTS INSTITUTE, INC. 1 Instructor Fees Squirts LAX	4,056.00	8-28-71-300-MUL-SPT RT-RAP Multi-sports	R4411	
07/10/18	GSERVICE	18-01524	2 Instructor Fees Track & Field	1,487.20	8-28-71-300-MUL-SPT RT-RAP Multi-sports	R4411	
07/10/18	GSERVICE	18-01524	3 Instructor Fees Parent & Me	946.40	8-28-71-300-MUL-SPT RT-RAP Multi-sports	R4411	
07/10/18	GSERVICE	18-01524	4 Instructor Fees Squirts LAX	2,568.80	8-28-71-300-MUL-SPT RT-RAP Multi-sports	R4411	
			P.O. Total:	9,058.40			
07/10/18	GSERVICE	18-01466	VERIZ408 VERIZON WIRELESS 3 Digital Paystation Modems	900.84	8-09-55-502-001-310 Parking Electronic Costs	9807826479	
07/10/18	GSERVICE	18-01521	VERIZ408 VERIZON WIRELESS 7 Cell Phones	583.73	8-09-55-502-001-521 Parking Telephone Cell Phone	9808278953	
07/10/18	GSERVICE	18-01521	8 Tablets	420.11	8-09-55-502-001-521 Parking Telephone Cell Phone	9808278953	
			P.O. Total:	1,003.84			
07/10/18	GSERVICE	18-02081	VILLAGES VILLAGE SUPER MARKET, INC. 1 02940396676 Supplies Ladies	57.07	8-28-71-300-GLF-LAD RT-RAP Golf Ladies League		
07/10/18	GSERVICE	18-02082	VILLAGES VILLAGE SUPER MARKET, INC. 1 02940387300 Supplies Employee	149.90	8-01-30-420-000-220 CPE Employee Appreciation DCP	02940387300	
07/10/18	GSERVICE	18-02082	2 02940309044 Supplies Employee	201.96	8-01-30-420-000-220 CPE Employee Appreciation DCP	02940309044	
			P.O. Total:	351.86			
07/10/18	GSERVICE	18-01831	VYASVISH VYAS, VISHVA 1 ASSIT. INST. YOGA CLASS	230.00	8-28-71-300-TRY-YOG		

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RT-RAP TryCAN Yoga							
07/10/18	GSERVICE	18-01404	WATERS WATER SAFETY PRODUCTS, INC. 3 180930 Lifeguard Shorts & Suit	113.80	8-01-28-370-003-801 FAC Clothing Purchase/Cleaning	180930	
07/10/18	GSERVICE	18-01404	4 180633 Hats & Visors	305.69	8-01-28-370-003-801 FAC Clothing Purchase/Cleaning	180633	
			P.O. Total:	419.49			
WATERS WATER SAFETY PRODUCTS, INC.							
07/10/18	GSERVICE	18-02124	1 Hats for counselors	150.00	8-28-71-300-SUM-CAM RT-RAP Summer Camp	WSPTBA	
07/10/18	GSERVICE	18-02124	2 SHIPPING	21.58	8-28-71-300-SUM-CAM RT-RAP Summer Camp	WSPTBA	
			P.O. Total:	171.58			
WBMASON W.B. MASON CO, INC							
07/10/18	GSERVICE	18-01467	3 Office Supply Order 5/23	139.24	8-09-55-502-001-201 Parking Supplies and Materials	I55370270	
07/10/18	GSERVICE	18-01467	4 BLK/wht / Red/wht Labels	50.44	8-09-55-502-001-201 Parking Supplies and Materials	I55452172	
07/10/18	GSERVICE	18-01467	5 credit memo CR5398380	14.59-	8-09-55-502-001-201 Parking Supplies and Materials	CR5398380	
			P.O. Total:	175.09			
WBMASON W.B. MASON CO, INC							
07/10/18	GSERVICE	18-01505	1 Garbage Can Liners	33.32	8-01-28-370-005-402 CP Building Maintenance	I55582128	
WBMASON W.B. MASON CO, INC							
07/10/18	GSERVICE	18-01677	1 Arms for Task Chair - Golf	53.63	8-01-28-370-002-201 Golf Supplies and Materials	I54881538	
WBMASON W.B. MASON CO, INC							
07/10/18	GSERVICE	18-01836	1 Phone for Golf Course	60.11	8-01-28-370-002-201 Golf Supplies and Materials	I55627423	
07/10/18	GSERVICE	18-01836	2 Yellow Cardstock Paper	15.07	8-01-28-370-005-201 CP Supplies and Materials	I55627423	
07/10/18	GSERVICE	18-01836	3 Coffee Cups	83.74	8-01-28-370-005-804 CP Training Seminars Meetings	I55627423	
			P.O. Total:	158.92			
WBMASON W.B. MASON CO, INC							
07/10/18	GSERVICE	18-01847	1 Trash Liners for Pool	16.66	8-01-28-370-003-402 FAC Building Maintenance		
07/10/18	GSERVICE	18-01847	2 Trash Liners for Golf	16.66	8-01-28-370-002-402 Golf Building Maintenance		
07/10/18	GSERVICE	18-01847	3 Web Cam for Pool Pictures	31.98	8-01-28-370-003-201		

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					FAC Supplies and Materials		
			P.O. Total:	65.30			
07/10/18	GSERVICE	18-01864	WBMASON W.B. MASON CO, INC 1 Various Janitorial Supplies	849.79	8-01-28-370-003-402 FAC Building Maintenance	I55709506	
07/10/18	GSERVICE	18-01991	WBMASON W.B. MASON CO, INC 1 Napkins	8.38	8-01-30-420-000-220 CPE Employee Appreciation DCP	TBA	
07/10/18	GSERVICE	18-01991	2 Roll of tickets	8.75	8-01-30-420-000-220 CPE Employee Appreciation DCP	TBA	
07/10/18	GSERVICE	18-01991	3 Plates	86.98	8-01-30-420-000-220 CPE Employee Appreciation DCP	TBA	
			P.O. Total:	104.11			
07/10/18	GSERVICE	18-02084	WBMASON W.B. MASON CO, INC 1 Supplies for Summer Camp	367.14	8-28-71-300-SUM-CAM RT-RAP Summer Camp	I56126252	
07/10/18	GSERVICE	18-02232	WEBBDANI WEBB, DANIELLE 1 SMARTCARD REFUNDS	37.50	8-09-08-503-000 Parking Revenues (Refunds)	7/10/18	
07/10/18	GSERVICE	18-02226	XIRENZHO XI REN ZHOU 1 SMARTCARDS PARKING REFUND	94.50	8-09-08-503-000 Parking Revenues (Refunds)	7/10/18	
07/10/18	GSERVICE	18-02229	YANGHSIN YANG, HSIN-FANG 1 SMARTCARD 11908 REFUND	28.00	8-09-08-503-000 Parking Revenues (Refunds)	7/10/18	
			Total for Batch: GSERVICE	819,715.99			
07/10/18	SAFETY	18-01918	AMER AMERICAN WASTE & TEXTILE, LLC 1 QUOTE FOR TOWELS & WIPERS	0.00	8-01-25-265-000-700 Fire Equipment	125987	
07/10/18	SAFETY	18-01918	2 NEW WHITE TOWELS 16" X 27"	125.00	8-01-25-265-000-700 Fire Equipment	125987	
07/10/18	SAFETY	18-01918	3 COLORED COTTON POLO WIPERS	45.00	8-01-25-265-000-700 Fire Equipment	125987	
07/10/18	SAFETY	18-01918	4 FREIGHT	60.00	8-01-25-265-000-700 Fire Equipment	125987	
			P.O. Total:	230.00			
07/10/18	SAFETY	18-01050	ARGENT50 ARGENT CONTRACTING CO INC 1 Plumbing- Renovation Project	4,250.00	C-04-30-084-00A-010 3084A PD Reconfigure Dispatch Area	I2605	

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07/10/18	SAFETY	18-01746	ATLAN ATLANTIC TACTICAL OF NJ INC 1 Duty Belt Supplies	1,811.35	C-04-31-041-00B-520 3141B PD Weapon Replacement	SQ-80549037	
07/10/18	SAFETY	18-01914	ATLANT70 ATLANTIC TRAINING CENTER 1 BLS COURSE - C ESPOSITO	225.00	8-01-25-265-000-804 Fire Training & Seminars	2018-659	
07/10/18	SAFETY	18-01914	2 COURSE # 28058	0.00	8-01-25-265-000-804 Fire Training & Seminars	2018-659	
			P.O. Total:	225.00			
07/10/18	SAFETY	18-01976	BUNTINMA BUNTIN, MATTHEW 1 REIMB UNITY TOUR EXPENSES	393.12	8-01-25-240-000-221 POL Memorial Ride Expenses	REIMBURSEMENT	
07/10/18	SAFETY	18-00540	CAMPBE40 CAMPBELL SUPPLY CO LLC 1 ENGINE 4 REPAIR ORDER 12003793	1,841.80	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)	R012003793:01	
07/10/18	SAFETY	18-01634	CAMPBE40 CAMPBELL SUPPLY CO LLC 1 FD SERV EST GEN RPR RESCUE 1	977.28	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)	R012003922:01	
07/10/18	SAFETY	18-01636	CAMPBE40 CAMPBELL SUPPLY CO LLC 1 SER EST TRANSFER VALVE & WATER	1,528.90	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)	R012003920:01	
07/10/18	SAFETY	18-01636	2 TANK GUAGE REPAIR ENGINE 1	0.00	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)		
			P.O. Total:	1,528.90			
07/10/18	SAFETY	18-01888	CANOEB50 CANOE BROOK COUNTRY CLUB 1 4-17 & 18 OFFICER'S SEMINAR	1,350.30	8-01-25-265-000-804 Fire Training & Seminars	6913-1	
07/10/18	SAFETY	18-02143	CANONFIN CANON FINANCIAL SERVICES INC 1 Canon Copy Lease Agreement	1,557.00	8-01-25-240-000-500 POL Contract Svcs	18732729	
07/10/18	SAFETY	18-01917	CANONUSA CANON USA INC (FD) 1 FD METER USAGE 4-1 TO 4-30-18	50.94	8-01-25-265-000-500 Fire Contract Services	R12847466	
07/10/18	SAFETY	18-01917	2 5235A RXR00812	0.00	8-01-25-265-000-500 Fire Contract Services	R12847466	
			P.O. Total:	50.94			
07/10/18	SAFETY	18-01912	CHATNAPA CHATHAM NAPA 1 FD - ACCT 8702 VEH MAINT ITEMS	483.30	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)	8702	

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07/10/18	SAFETY	18-01934	COLLIN33 COLLINE BROS LOCK&SAFE CO LLC 1 Secure Mailbox- Court Document	22.41	8-01-25-240-000-201 POL Supplies and Materials	122065	
07/10/18	SAFETY	18-00466	CONDUENT CONDUENT STATE&LOCAL SOLUTIONS 3 EZ Pass Account	150.00	8-01-25-240-000-500 POL Contract Svcs	5/29/18	
07/10/18	SAFETY	18-02114	CONVERGE CONVERGEONE, INC 1 PHONE SER 7-1 THRU 7-31-18	225.20	8-01-31-440-000-000 TELEPHONE	1395977	
07/10/18	SAFETY	18-02114	2 CUTOMER NO. SPSSUMFIR0001	0.00	8-01-31-440-000-000 TELEPHONE	1395977	
			P.O. Total:	225.20			
07/10/18	SAFETY	18-01892	CREATPRO CREATIVE PRODUCT SOURCING INC 1 DARE Graduation Shirts	4,623.24	T-03-56-286-000-112 Reserved D.A.R.E. Program	115406 115556	
07/10/18	SAFETY	18-01037	CSITECHN CSI TECHNOLOGY GROUP 1 E-Ticket Printers	1,580.00	C-04-31-041-00C-300 3141C PD Vehicle Replacement	71746	
07/10/18	SAFETY	18-01971	DEETSJEF DEETS, JEFFREY 1 TUITION REIMBURSEMENT	1,101.00	8-01-25-240-000-805 POL Tuition Reimbursement	1/23/18	
07/10/18	SAFETY	18-01973	DREYER50 DREYER'S LUMBER & HARDWARE INC 1 PLYWOOD	253.36	C-04-30-084-00A-010 3084A PD Reconfigure Dispatch Area	669222	
07/10/18	SAFETY	18-01973	2 GALVANIZED SCREWS BULBS BLADE	12.98	8-01-28-370-002-402 Golf Building Maintenance	664952	
07/10/18	SAFETY	18-01973	3 GALVANIZED SCREWS BULBS BLADE	79.95	8-01-28-370-002-402 Golf Building Maintenance	664931	
			P.O. Total:	346.29			
07/10/18	SAFETY	18-01980	ESPOSITC ESPOSITO, CHRISTOPHER 1 REIMB INST. ESSENTIALS COURSE	30.00	8-01-25-265-000-804 Fire Training & Seminars	REIMBURSEMENT	
07/10/18	SAFETY	18-01895	FBI FBINAA-NJ 1 FBI Steak Out Event	210.00	8-01-25-240-000-804 POL Training & Seminars	2018-11	
07/10/18	SAFETY	18-02099	HOMEDE66 HOME DEPOT CREDIT SERVICE 1 LUMBER & PLANTS 6-12-18	437.37	8-01-25-265-000-402 Fire Building Maintenance	5452445	
07/10/18	SAFETY	18-01984	IDMMED50 IDM MEDICAL SUPPLY CO INC 1 SERVICE OF 5 GAS CYLINDERS	61.45	8-01-25-265-000-700	D8325	

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Fire Equipment							
07/10/18	SAFETY	18-01983	IMBIMB50 IMBIMBO, PAUL 1 HOTEL PARKING FOR SEMINAR	845.59	8-01-25-265-000-804 Fire Training & Seminars	5/9-11/18	
07/10/18	SAFETY	18-02155	ITSAVVY ITSAVVY LLC 1 Scanner for Chief's Office	468.69	8-01-25-240-000-700 POL Equipment	3114491	
07/10/18	SAFETY	17-01937	LEMAYERI LEMAY ERICKSON WILLCOX ARCH PC 12 INV # 11 PROJ 21406 SFD PROJ	9,581.67	C-04-31-014-00A-010 3114A Fire Headquaters Feasibility Study	11	
07/10/18	SAFETY	18-01964	MAGGIU50 MAGGIULLI, KATHLEEN 1 DINNER FOR UNITY TOUR RIDERS	669.95	8-01-25-240-000-221 POL Memorial Ride Expenses	5/31/18	
07/10/18	SAFETY	18-01886	MAGICTOU MAGIC TOUCH CONSTRUCTION COINC 1 FD SEWER BACK-UP IN BUILDING	1,038.00	8-01-25-265-000-500 Fire Contract Services	8915	
07/10/18	SAFETY	18-01886	2 EMERGENCY REPAIR	0.00	8-01-25-265-000-500 Fire Contract Services	8915	
			P.O. Total:	1,038.00			
07/10/18	SAFETY	18-01956	MANSHELM MANSHEL MARKETING LLC 1 200 WATER BOTTLES	292.00	T-03-56-286-000-074 Reserve for Youth Academy	33110	
07/10/18	SAFETY	18-01956	2 set up and shipping	95.00	T-03-56-286-000-074 Reserve for Youth Academy	33110	
			P.O. Total:	387.00			
07/10/18	SAFETY	18-01665	MOTORO MOTOROLA SOLUTIONS INC 10 QUOTE 518-18a RADIOS & INSTALL	118,164.48	C-04-31-041-00A-300 3141A Dispatch Public Safety Radio Enhanc		
07/10/18	SAFETY	18-01665	11 QUOTE DATED 2-2-2018	20,000.00	C-04-29-040-00A-002 2940 - CAD System		
07/10/18	SAFETY	18-01665	12 QUOTE DATED 2-2-2018	1,300.00	C-04-29-040-00A-003 2940 - VHF Frequency Narrowing Banding		
07/10/18	SAFETY	18-01665	13	20,000.00	C-04-29-050-00F-004 2950 - Fire Dept Replace/Upgrd Telephone		
07/10/18	SAFETY	18-01665	14 QUOTE DATED 2-2-2018	16,086.68	C-04-29-086-00B-004 2986 Replace Radio Equipment		
07/10/18	SAFETY	18-01665	15 QUOTE DATED 2-2-2018	6,300.00	C-04-30-003-001-001 3003 Emergency Srvcs Dispatch Cntr Const		
07/10/18	SAFETY	18-01665	16 QUOTE DATED 2-2-2018	3,000.00	C-04-30-075-003-020 3075 NPSMEDC Communication Equipment		
07/10/18	SAFETY	18-01665	17 QUOTE DATED 2-2-2018	48,000.00	C-04-30-081-00A-010 3081 FD Radio System		
07/10/18	SAFETY	18-01665	18 QUOTE DATED 2-2-2018	511.92	C-04-31-041-00A-300		

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07/10/18	SAFETY	18-01665	19 QUOTE DATED 2-2-2018	18,652.52	3141A Dispatch Public Safety Radio Enhanc C-04-31-041-00B-420 3141B FD Rpl & Upgd Recall Radio/Pagers		
			P.O. Total:	252,015.60			
07/10/18	SAFETY	18-01571	NATION75 NATIONAL SAFETY COUNCIL 1 FD # 655971 ANNUAL MEMBERSHIP	695.00	T-13-56-800-018-090 Self Insurance 2018 Other	INV-1577074	
07/10/18	SAFETY	18-01597	NATIONFU NATIONAL FUEL OIL INC 7 TICKET 15574 FD FUEL DELIVERY	4,493.80	8-01-31-460-000-000 GASOLINE	15574	
07/10/18	SAFETY	18-01597	8 TICKET 15870 FUEL DELIVERY	3,840.21	8-01-31-460-000-000 GASOLINE	15870	
07/10/18	SAFETY	18-01597	9 TICKET 16131 6-8-18	4,471.00	8-01-31-460-000-000 GASOLINE	16131	
			P.O. Total:	12,805.01			
07/10/18	SAFETY	18-01598	NATIONFU NATIONAL FUEL OIL INC 3 FD - TICKET 15811 DIESEL FUEL	8,754.48	8-01-31-461-000-000 DIESEL FUEL	15811	
07/10/18	SAFETY	18-01601	NEWJER36 NEW JERSEY FIRE EQUIPMENT COMP 2 FD - SCBA TANK TESTING	76.00	8-01-25-265-000-700 Fire Equipment	57459	
07/10/18	SAFETY	18-01601	3 PARTS FURNISHED & INSTALLED	5.40	8-01-25-265-000-700 Fire Equipment	57459	
07/10/18	SAFETY	18-01601	4 SCOTT REPLACEMENT HOUSING FOR	0.00	8-01-25-265-000-700 Fire Equipment	57459	
07/10/18	SAFETY	18-01601	5 HUD DRIVER	157.50	8-01-25-265-000-700 Fire Equipment	57459	
			P.O. Total:	238.90			
07/10/18	SAFETY	18-01890	NJPOLI50 NJ POLICE TRAFFIC OFFICERS ASC 1 2018 Departmental Membership	50.00	8-01-25-240-000-806 POL Memberships	1/1/2018	
07/10/18	SAFETY	18-01955	PETERW50 PETER WALLBURG STUDIO 1 2 DEPT PHOTO ALESANDRO TESORIO	300.00	8-01-25-240-000-800 POL Employee Support	9823	
07/10/18	SAFETY	18-00444	QUALIT25 QUALITY AUTOMOTIVE CO. 5 Vehicle Maintenance	364.91	8-01-25-240-000-703 POL Vehicle Maintenance		
07/10/18	SAFETY	18-02101	QUALIT25 QUALITY AUTOMOTIVE CO. 1 ACCT # 14600 - VEHICLE MAINT	0.00	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)	607289	
07/10/18	SAFETY	18-02101	2 TIRE/TRIM SHINE	9.45	8-01-25-265-000-705	607289	

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07/10/18	SAFETY	18-02101	3 PROTECTANT	8.07	Fire Trucks (Vehicle Maintenance) 8-01-25-265-000-705	607289	
					Fire Trucks (Vehicle Maintenance)		
			P.O. Total:	17.52			
07/10/18	SAFETY	18-00446	SALERN66 SALERNO DUANE INC 4 Vehicle Maintenance	671.41	8-01-25-240-000-703 POL Vehicle Maintenance		
07/10/18	SAFETY	18-01919	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO 1 HUBBELL INC KELLUMS 15 A GFI	16.50	8-01-25-265-000-402	47698-1	
07/10/18	SAFETY	18-01919	2 EARTHTRONICS PAR38 17 W 1200LM	27.00	Fire Building Maintenance 8-01-25-265-000-402	47698-1	
			P.O. Total:	43.50	Fire Building Maintenance		
07/10/18	SAFETY	18-01916	SUMMIT40 SUMMIT IND. HARDWARE 1 FD - BUILDING MAINT ITEMS	636.52	8-01-25-265-000-700 Fire Equipment	345	
07/10/18	SAFETY	18-01975	SUMMIT40 SUMMIT IND. HARDWARE 1 12 BUNGEE CORDS	33.88	8-01-25-240-000-700	629800	
07/10/18	SAFETY	18-01975	2 2 HINGES AND 1 NUT/BOLT	32.18	POL Equipment 8-01-25-240-000-700	627492	
			P.O. Total:	66.06	POL Equipment		
07/10/18	SAFETY	18-01896	THEPRINT THE PRINTER'S PLACE A NEW 1 DARE Graduation Banner	45.00	8-01-25-240-000-301 POL Printing	51859	
07/10/18	SAFETY	18-01968	THOMPS32 THOMPSON SPORTING GOODS INC 1 BACKPACKS POLICE MEMORIAL RIDE	775.00	8-01-25-240-000-221 POL Memorial Ride Expenses	51000	
07/10/18	SAFETY	18-01378	TRANSUNR TRANSUNION RISK & ALTERNATIVE 3 TransUnion Risk Awareness	108.00	8-01-25-240-000-500 POL Contract Svcs	259074	
07/10/18	SAFETY	18-01034	TRIANG50 TRIANGLE COMMUNICATIONS, LLC 1 Install. Equip. New Vehicles	4,250.00	C-04-31-041-00C-300 3141C PD Vehicle Replacement	20234	
07/10/18	SAFETY	18-01960	TRIANG50 TRIANGLE COMMUNICATIONS, LLC 1 ELECTRONIC REPAIRS FOR DURANGO	190.00	8-01-25-240-000-703 POL Vehicle Maintenance	20150	
07/10/18	SAFETY	18-01915	WBMASON W.B. MASON CO, INC 1 FD - ORDER OF DRY ERASERS	17.04	8-01-25-265-000-201	I55212086	

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			Fire Supplies and Materials					
			Total for Batch: SAFETY	318,520.80				
07/10/18	WORKS	18-01547	ADAMSC50 ADAM SCHEPPE LANDSCAPING 2 LANDSCAP SERV/DOWNTWN PLANTING	2,690.00	8-01-29-401-000-200 Downtown Maintenance - OE	269189HYDRT		
07/10/18	WORKS	18-01853	ADAMSC50 ADAM SCHEPPE LANDSCAPING 3 Springfld Ave & Argyle Ct Proj	7,199.46	C-04-30-096-00A-010 3096 Ashwood/Springfield Rd Improvements	269183		
07/10/18	WORKS	18-01853	4 Springfld Ave & Argyle Ct Proj	2,612.54	C-04-31-015-001-010 3115 City Portion Local Improvements	269183		
			P.O. Total:	9,812.00				
07/10/18	WORKS	17-01893	AJMCONTR AJM CONTRACTORS INC 9 Blackburn Rd Pavement Proj.	13,297.06	C-04-31-015-001-010 3115 City Portion Local Improvements	PAYMENT#2&FINAL		
07/10/18	WORKS	18-00897	AMERIC64 AMERICAN TRAFFIC & STREET SIGN 4 LYLE PANELS 9" #18344	120.00	8-01-26-300-000-215 PW Street Name Signs	18344		
07/10/18	WORKS	18-00897	5 4WAY 9" LYLE SIGN/HW #18359	880.00	8-01-26-300-000-215 PW Street Name Signs	18359		
07/10/18	WORKS	18-00897	6 OD POLES BLACK #18359	400.00	8-01-26-300-000-215 PW Street Name Signs	18359		
07/10/18	WORKS	18-00897	7 9" LYLE PANELS #18359	60.00	8-01-26-300-000-215 PW Street Name Signs	18359		
			P.O. Total:	1,460.00				
07/10/18	WORKS	18-02079	ANJEC050 ANJEC 2 MEMBERSHIP DUES 2018	350.00	8-01-32-465-000-806 CS Memberships	2018		
07/10/18	WORKS	18-01967	APOLLO50 APOLLO BATTERY & TIRE 1 TIRES FOR VEHICLE 202	594.08	8-18-00-701-000-405 UCC Vehicle Maintenance	206183		
07/10/18	WORKS	18-02106	ARMPCO50 ARMPCO OFFICE MACHINES, INC. 1 METER READING #IN4639	50.46	7-01-32-465-000-701 CS Equipment	IN4639		
07/10/18	WORKS	18-02106	2 METER READING #IN4741	51.44	7-01-32-465-000-701 CS Equipment	IN4741		
07/10/18	WORKS	18-02106	3 METER READING #IN5178	51.11	7-01-32-465-000-701 CS Equipment	IN5178		
07/10/18	WORKS	18-02106	4 METER READING #IN6213	50.28	7-01-32-465-000-701 CS Equipment	IN6213		
07/10/18	WORKS	18-02106	5 METER READING #IN6293	51.50	7-01-32-465-000-701 CS Equipment	IN6293		
			P.O. Total:	254.79				

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07/10/18	WORKS	18-01815	BRASUSAC BRASUSA CONSTRUCTION, INC 1 Drainage project	6,400.00	C-04-31-014-00D-010 3114D DCS Drainage Improvement Project	BR# 1802	
07/10/18	WORKS	18-01843	BUY-WI50 BUY-WISE 4 BOOST PRO JUMP #01RF0434	369.00	8-01-26-315-000-608 Garage GARAGE Equipment Maintenance	01RF0434	
07/10/18	WORKS	18-01843	5 VEH MAINT #01PN5106	449.36	8-01-26-315-000-612 Garage PW Vehicle Maintenance	01PN5106	
07/10/18	WORKS	18-01843	6 VEH# 47 MOTOR WIPER #01QQ3982	99.58	8-01-26-315-000-612 Garage PW Vehicle Maintenance	01QQ3982	
07/10/18	WORKS	18-01843	7 NET CORE #01QQ3982	35.00	8-01-26-315-000-612 Garage PW Vehicle Maintenance	01QQ3982	
07/10/18	WORKS	18-01843	8 NET CORE #614828	35.00-	8-01-26-315-000-612 Garage PW Vehicle Maintenance	614828	
07/10/18	WORKS	18-01843	9 VEH# 103 #01RC9627	60.99	8-01-26-315-000-619 Garage RPST Vehicle Maintenance	01RC9627	
			P.O. Total:	978.93			
07/10/18	WORKS	18-00878	CANONB66 CANON BUSINESS SOLUTIONS-EAST 5 COPIER MAINTENANCE #4025405998	36.68	8-01-32-465-000-201 CS Supplies and Materials	4025405998	
07/10/18	WORKS	18-00878	6 COPIER MAINTENANCE #4025685442	79.69	8-01-32-465-000-201 CS Supplies and Materials	402685442	
			P.O. Total:	116.37			
07/10/18	WORKS	18-01546	CASTLEPO CASTLE POINT LANDSCAPING DSGN 1 LANDSCAPING/GATEWAY SINGS	4,675.00	G-02-26-806-008-001 Small Tree Planting Grant	BLANKET CONTROL	
07/10/18	WORKS	18-02051	CHATNAPA CHATHAM NAPA 2 OIL FILTER #731571	23.48	8-01-26-306-000-402 TS Building Maintenance	731571	
07/10/18	WORKS	18-02052	CHATNAPA CHATHAM NAPA 2 VEH MAINTENANCE #732342	108.72	8-01-26-315-000-612 Garage PW Vehicle Maintenance	732342	
07/10/18	WORKS	18-00873	CUSTOM25 CUSTOM BANDAG INC 12 VEH# 42 #70146962	26.25	8-01-26-315-000-612 Garage PW Vehicle Maintenance	70146962	
07/10/18	WORKS	18-00873	13 VEH# 42 #70146962	5.67	8-01-26-315-000-612 Garage PW Vehicle Maintenance	70146962	
07/10/18	WORKS	18-00873	14 SUPPLIES #70143636	572.12	8-01-26-315-000-615 Garage TS Vehicle Maintenance	70143636	
07/10/18	WORKS	18-00873	15 VEH# 78 #70146428	9.00	8-01-26-315-000-615 Garage TS Vehicle Maintenance	70146428	
07/10/18	WORKS	18-00873	16 VEH# 77 #70146344	264.88	8-01-26-315-000-615 Garage TS Vehicle Maintenance	70146344	

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07/10/18	WORKS	18-00873	17 VEH# 78 #70146428	52.50	Garage TS Vehicle Maintenance 8-01-26-315-000-615	70146428	
07/10/18	WORKS	18-00873	18 VEH #78 #70143360	356.73	Garage TS Vehicle Maintenance 8-01-26-315-000-615	70143360	
			P.O. Total:	1,287.15	Garage TS Vehicle Maintenance		
07/10/18	WORKS	18-01813	DETERRE50 DETERRENT TECHNOLOGIES INC 1 Handheld Wireless Transmitters	2,092.81	8-18-00-701-000-700 UCC Equipment	QUOTE# JC14427	
07/10/18	WORKS	18-02162	DONOF D'ONOFRIO & SON INC 2 LANDSCAP MAINT CITY PROP 26737	12,675.00	8-01-28-375-000-504 P&ST Contracted Grounds Maintenance	26737	
07/10/18	WORKS	18-02162	3 LANDSCAP MAINT CITY PROP 26634	5,850.00	8-01-28-375-000-504 P&ST Contracted Grounds Maintenance	26634	
			P.O. Total:	18,525.00			
07/10/18	WORKS	18-00810	DREYER50 DREYER'S LUMBER & HARDWARE INC 8 ENTRY DOOR SUPPLIES #666472	139.99	C-04-31-014-00A-060 3114A DCS Transfer Station Upgrade	666472	
07/10/18	WORKS	18-00810	9 ENTRY DOOR HARDWARE #422628	408.00	C-04-31-014-00A-060 3114A DCS Transfer Station Upgrade	422628	
07/10/18	WORKS	18-00810	10 ENTRY DOOR SUPPLIES #665721	18.93	C-04-31-041-00A-220 3141A DCS Bldgs DPW 41 Chatham Bldg Mtn	665721	
07/10/18	WORKS	18-00810	11 ENTRY DOOR SUPPLIES #665722	26.98	C-04-31-041-00A-220 3141A DCS Bldgs DPW 41 Chatham Bldg Mtn	665722	
07/10/18	WORKS	18-00810	12 ENTRY DOOR SUPPLIES #665813	41.34	C-04-31-041-00A-220 3141A DCS Bldgs DPW 41 Chatham Bldg Mtn	665813	
07/10/18	WORKS	18-00810	13 ENTRY DOOR SUPPLIES #665902	13.49	C-04-31-041-00A-220 3141A DCS Bldgs DPW 41 Chatham Bldg Mtn	665902	
07/10/18	WORKS	18-00810	14 ENTRY DOOR SUPPLIES #666158	4.99	C-04-31-041-00A-220 3141A DCS Bldgs DPW 41 Chatham Bldg Mtn	666158	
07/10/18	WORKS	18-00810	15 ENTRY DOOR SUPPLIES #666392	20.67	C-04-31-041-00A-220 3141A DCS Bldgs DPW 41 Chatham Bldg Mtn	666392	
			P.O. Total:	674.39	3141A DCS Bldgs DPW 41 Chatham Bldg Mtn		
07/10/18	WORKS	18-01857	DREYER50 DREYER'S LUMBER & HARDWARE INC 3 VEH #26 SUPPLIES #670638	346.96	8-01-26-315-000-601 Garage RRM Equipment Maintenance	670638	
07/10/18	WORKS	18-01857	4 VEH #15 SUPPLIES #669024	34.98	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	669024	
			P.O. Total:	381.94			
07/10/18	WORKS	18-01958	ELECTR50 ELECTRONIC DRIVES&CONTROLS INC 1 DRIVE REPAIRS	756.25	8-07-55-502-004-402 Sewer Operating Building Maintenance	0045194-IN	

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07/10/18	WORKS	18-01142	FBASSOJR F BASSO JR RUBBISH REMOVAL INC 7 CURBSIDE RECYCLING 0518-5014	19,001.66	8-01-26-305-001-512 Recycling Curbside Collection	0518-5014	
07/10/18	WORKS	18-01663	FISCHE20 FISCHER CONTRACTING, INC 3 plymouth Road Improvement Proj	87,468.00	C-04-31-044-100-010 3144 City Portion Local Improvements	PAYMENT # 1	
07/10/18	WORKS	18-01870	FISHERSO FISHER AND SON COMPANY, INC. 2 GUIDE LINE MARKER #183511-IN	150.00	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	183511-IN	
07/10/18	WORKS	18-00895	FOLEYI50 FOLEY INCORPORATED 12 VEH #89 #PSIN2095515	209.79	8-01-26-315-000-606 Garage COMPOST Equipment Maintenance	PSIN2095515	
07/10/18	WORKS	18-00895	13 VEH #98 #PSIN2094154	187.83	8-01-26-315-000-609 Garage RPST Equipment Maintenance	PSIN2094154	
07/10/18	WORKS	18-00895	14 VEH #98 #PSIN2094155	19.53	8-01-26-315-000-609 Garage RPST Equipment Maintenance	PSIN2094155	
07/10/18	WORKS	18-00895	15 VEH #89 #PSIN2085277	133.03	8-01-26-315-000-616 Garage COMPOST Vehicle Maintenance	PSIN2085277	
07/10/18	WORKS	18-00895	16 VEH #20 #PSIN2101950	86.31	8-01-26-315-000-601 Garage RRM Equipment Maintenance	PSIN2101950	
07/10/18	WORKS	18-00895	17 VEH #20 #PSIN2101609	50.79	8-01-26-315-000-601 Garage RRM Equipment Maintenance	PSIN2101609	
07/10/18	WORKS	18-00895	18 VEH #20 #PSIN2101610	50.79	8-01-26-315-000-601 Garage RRM Equipment Maintenance	PSIN2101610	
07/10/18	WORKS	18-00895	19 VEH #89 WOIN1131184	2,093.80	8-01-26-315-000-606 Garage COMPOST Equipment Maintenance	WOIN1131184	
07/10/18	WORKS	18-00895	20 VEH #83 #WOIN1128593	89.04	8-01-26-315-000-606 Garage COMPOST Equipment Maintenance	WOIN1128593	
07/10/18	WORKS	18-00895	21 VEH #98 WOIN1132118	2,607.92	8-01-26-315-000-609 Garage RPST Equipment Maintenance	WOIN1132118	
			P.O. Total:	5,528.83			
07/10/18	WORKS	18-01925	GALLELLA GALLELLI, ALDO 1 SUBSTITUTE COVERAGE 6/7/18	225.00	8-18-00-701-000-104 UCC Overtime		
07/10/18	WORKS	18-01153	GAMKAS50 GAMKA SALES CO., INC. 2 VEHICLE #113 #352699	70.23	8-01-26-315-000-609 Garage RPST Equipment Maintenance	352699	
07/10/18	WORKS	18-01153	3 VEHICLE #113 #355603	41.23	8-01-26-315-000-609 Garage RPST Equipment Maintenance	355603	
07/10/18	WORKS	18-01153	4 VEHICLE #92 #355866	287.57	8-01-26-315-000-609 Garage RPST Equipment Maintenance	355866	
			P.O. Total:	399.03			
07/10/18	WORKS	18-00929	GARDENBO GARDEN STATE BOBCAT 4 VEHICLE #517 #P51417	146.11	8-01-26-315-000-601	P51417	

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07/10/18	WORKS	18-00929	5 VEH #17 #P51047	510.50	Garage RRM Equipment Maintenance 8-01-26-315-000-601 P51047		
			P.O. Total:	656.61	Garage RRM Equipment Maintenance		
07/10/18	WORKS	18-01883	3 VEH #47 #162226	149.95	8-01-26-315-000-612 162226		
07/10/18	WORKS	18-01883	4 VEHICLE #92 #162993	123.41	Garage PW Vehicle Maintenance 8-01-26-315-000-609 162993		
			P.O. Total:	273.36	Garage RPST Equipment Maintenance		
07/10/18	WORKS	18-01933	2 VEHICLE #92 #162994	193.11	8-07-55-502-004-403 162994		
					Sewer Operating Equipment Maintenance		
07/10/18	WORKS	18-01697	1 Electrical Disconnect Switch	1,489.94	C-06-31-043-00A-030 Q# 2036481799		
					3143A Sewer Pump Station Chatham Road		
07/10/18	WORKS	18-02004	4 FAUCET REPAIR #W218344	42.74	8-01-26-310-000-411 W218344		
07/10/18	WORKS	18-02004	5 WATTS 3/4 LEAD FREE #W219288	112.84	PB&G Repairs - 41 Chatham Rd City Garage 8-01-26-310-000-411 W219288		
07/10/18	WORKS	18-02004	6 WATER HEATER TANK #W214048	206.40	PB&G Repairs - 41 Chatham Rd City Garage 8-01-26-310-000-420 W214048		
07/10/18	WORKS	18-02004	7 4" FERNS CO COUPLING #W216862	9.18	PB&G Repairs - ButlerPkwy/Tatlock Fldhs 8-07-55-502-004-201 W216862		
07/10/18	WORKS	18-02004	8 5" FERNS CO COUPLING #W216862	18.27	Sewer Operating Supplies 8-07-55-502-004-201 W216862		
			P.O. Total:	389.43	Sewer Operating Supplies		
07/10/18	WORKS	18-01496	INDUST28 INDUSTRIAL COOLING CORPORATION 6 Equipt Maint #175780	291.42	8-01-26-310-000-412 175780		
					PB&G Repairs - 512 Springfield City Hall		
07/10/18	WORKS	18-00902	INDUST42 INDUSTRIAL RUBBER CO LP 3 VARIOUS SUPPLIES #812664-001	128.85	8-01-26-315-000-611 812664-001		
					Garage RRM Vehicle Maintenance		
07/10/18	WORKS	18-02030	JAMART50 JAMAR TECHNOLOGIES, INC 1 Traffic Counter Replacement	126.00	8-01-20-165-000-201 13419		
					Eng Supplies and Materials		
07/10/18	WORKS	18-01716	JAMATTEN JAMATT ENTERPRISES, INC 2 TREE'S INSTALLED #16440	5,771.00	8-01-28-375-000-226 16440		
					P&ST Tree Planting		

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07/10/18	WORKS	18-00429	JCPL0050 JCP&L 6 200000000808 MASTER SEWER	337.44	8-07-55-502-004-601 Sewer Operating Pumps Electricity	95007329021	
07/10/18	WORKS	18-00879	JENSON50 JENSON & MITCHELL INC 2 VEHICLE #71 #554	1,331.46	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	554	
07/10/18	WORKS	18-02056	LANDOVER LANDOVER COOLING TOWER SRV INC 1 Equip Maint C.H. HVAC Emergenc	4,525.00	C-04-29-042-00A-001 2942 - Kent Pl. Blvd Roadway Impvmts III	98265	
07/10/18	WORKS	18-02054	LEESEAN LEE, SEAN 1 RFD INSPECTION FEE #17-080	75.00	T-03-56-286-000-086 Reserved for Engineering Inspection Fees	38436	
07/10/18	WORKS	18-02054	2 RFD ROAD OPENING DEPST #17-080	500.00	T-03-56-286-000-117 Reserved Road Opening Deposits	38436	
07/10/18	WORKS	18-02054	3 RFD SEWER CONNECT FEE #17-080	2,300.00	T-03-56-286-000-115 Reserved Sewer Fees	38436	
			P.O. Total:	2,875.00			
07/10/18	WORKS	18-02033	LEVITT LEVITT'S 2 Property Mntc - Blanket Contro	614.00	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	0136198-IN	
07/10/18	WORKS	18-00903	LIBERTY20 LIBERTY CLEANERS 8 UNIFORM CLEANING	17.50	8-01-26-315-000-802 Garage DPW Uniform Cleaning	659482	
07/10/18	WORKS	18-00903	9 UNIFORM CLEANING	140.00	8-01-26-315-000-802 Garage DPW Uniform Cleaning	659650	
			P.O. Total:	157.50			
07/10/18	WORKS	17-02175	MARKPAVI MARK PAVING CO INC 23 Whittredge & Lenox Roads Proj.	187,876.95	C-04-31-015-001-010 3115 City Portion Local Improvements	PAYMENT # 5	
07/10/18	WORKS	17-02175	24 Whittredge & Lenox Roads Proj.	33,000.00	C-04-31-015-001-020 3115 Special Assessments Improvements	PAYMENT # 5	
07/10/18	WORKS	17-02175	25 Whittredge & Lenox Roads Proj.	137,207.11	C-04-31-041-00E-170 3141E DCS Whittredge Rd Sect2 (Esx-Prsp)	PAYMENT # 5	
			P.O. Total:	358,084.06			
07/10/18	WORKS	18-01927	MAZZASLA MAZZA'S LANDSCAPING CONST. LLC 2 Crestwood Lane Curb Project	13,900.00	C-04-31-044-100-010 3144 City Portion Local Improvements	6-26-18	
07/10/18	WORKS	18-01048	MID-AT50 MID-ATLANTIC INTERNATIONAL 17 VEH #18 #188161	625.00	8-01-26-315-000-601 Garage RRM Equipment Maintenance	188161	
07/10/18	WORKS	18-01048	18 Vehicle Mnt 1656387	1.34	8-01-26-315-000-613	1656387	

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07/10/18	WORKS	18-01048	19 Vehicle Mnt 1656095	255.99	Garage G&T Vehicle Maintenance 8-01-26-315-000-619	1656095	
			P.O. Total:	882.33	Garage RPST Vehicle Maintenance		
			MORRISPL MORRIS PLAINS SHOES				
07/10/18	WORKS	18-01879	11 FOOTWEAR MOBILE TRK #004176	1,423.00	8-01-26-290-000-801	004176	
07/10/18	WORKS	18-01879	12 FOOTWEAR MOBILE TRK #004176	498.00	RRM Clothing Purchase/Cleaning 8-01-26-300-000-801	004176	
07/10/18	WORKS	18-01879	13 FOOTWAER - DONALD A. #004220	300.00	PW Clothing Purchase/Cleaning 8-01-26-305-000-801	004220	
07/10/18	WORKS	18-01879	14 FOOTWEAR MOBILE TRK #004176	3,206.00	G&T Clothing Purchase/Cleaning 8-01-26-305-000-801	004176	
07/10/18	WORKS	18-01879	15 FOOTWEAR MOBILE TRK #004176	506.00	G&T Clothing Purchase/Cleaning 8-01-26-306-000-801	004176	
07/10/18	WORKS	18-01879	16 FOOTWEAR MOBILE TRK #004176	296.00	TS Clothing Purchase/Cleaning 8-01-26-307-000-801	004176	
07/10/18	WORKS	18-01879	17 FOOTWEAR MOBILE TRK #004176	464.00	Compost Clothing Purchase/Cleaning 8-01-26-310-000-801	004176	
07/10/18	WORKS	18-01879	18 SAFETY GEAR - PETE #004177	204.00	PB&G Clothing Purchase/Cleaning 8-01-26-315-000-209	004177	
07/10/18	WORKS	18-01879	19 FOOTWEAR MOBILE TRK #004176	525.00	Garage Safety Gear 8-01-26-315-000-801	004176	
07/10/18	WORKS	18-01879	20 FOOTWEAR MOBILE TRK #004176	1,524.00	Garage Clothing Purchase/Cleaning 8-01-28-375-000-801	004176	
07/10/18	WORKS	18-01879	21 FOOTWEAR MOBILE TRK #004176	435.00	P&ST Clothing Purchase/Cleaning 8-07-55-502-004-801	004176	
			P.O. Total:	9,381.00	Sewer Operating Clothing Purchase/Clean		
			MORTONSA MORTON SALT INC				
07/10/18	WORKS	18-00968	7 BULK SALT #5401565221	1,429.25	8-01-26-290-000-408	5401565221	
					RRM Snow Removal Materials		
			MOTTMACD MOTT MACDONALD LLC				
07/10/18	WORKS	17-03071	7 Survey Services	4,700.00	C-04-31-041-00E-100	IV00267407	
					3141E DCS Annual Road Program		
			NATION05 NATIONAL AUTO FLEET GROUP				
07/10/18	WORKS	18-00950	2 MACK TRACTOR #2639	145,746.99	C-04-31-041-00C-100	2639	
					3141C DCS Replace Trash Transfer Tractrs		
			NATIONFU NATIONAL FUEL OIL INC				
07/10/18	WORKS	18-00595	17 DIESEL FUEL #15617	512.06	8-01-31-461-000-000	15617	
07/10/18	WORKS	18-00595	18 DIESEL FUEL #15687	2,609.49	DIESEL FUEL 8-01-31-461-000-000	15687	
07/10/18	WORKS	18-00595	19 DIESEL FUEL #15987	3,106.29	DIESEL FUEL 8-01-31-461-000-000	15987	
			P.O. Total:	6,227.84	DIESEL FUEL		

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07/10/18	WORKS	18-01140	NATIONFU NATIONAL FUEL OIL INC 6 GASOLINE #15877	2,962.78	8-01-31-460-000-000 GASOLINE	15877	
07/10/18	WORKS	18-02057	NORTHE NORTHEAST FLAGS 2 US Flags - #13-6280	1,355.89	8-01-29-401-000-200 Downtown Maintenance - OE	13-6287	
07/10/18	WORKS	18-01860	NORTHECO NORTHEAST COMMUNICATIONS INC 1 New Radio veh #71 - Radio 950A	993.00	C-04-31-041-00C-100 3141C DCS Replace Trash Transfer Tractrs	950A	
07/10/18	WORKS	17-03274	PALMER50 PALMER, JEROME 1 REIMB FOR TYMCO SWEEPER SCHOOL	133.23	7-01-32-465-000-804 CS Training & Seminars	10/23-26/17	
07/10/18	WORKS	17-02053	PLAINFIE PLAINFIELD MUA SEWERAGE AND 7 SANITARY SEWER TV LINES	590.00	C-06-31-013-100-110 3113 Sewer TV Inspection & Line Cleaning	INV DTD 6/06/18	
07/10/18	WORKS	18-00751	PUBLIC84 PUBLIC WORKS ASSOCIATION OF NJ 2 CS Training & Seminars #2018	165.00	8-01-32-465-000-804 CS Training & Seminars	2018	
07/10/18	WORKS	18-00934	QUALIT25 QUALITY AUTOMOTIVE CO. 241 Vehicle Maint #589299	149.50	8-01-26-306-000-402 TS Building Maintenance	589299	
07/10/18	WORKS	18-00934	242 Vehicle Maint #594461	59.36	8-01-26-315-000-214 Garage Vehicle Supplies	594461	
07/10/18	WORKS	18-00934	243 Vehicle Maint #608309	39.85	8-01-26-315-000-214 Garage Vehicle Supplies	608309	
07/10/18	WORKS	18-00934	244 Vehicle Maint #608192	124.53	8-01-26-315-000-612 Garage PW Vehicle Maintenance	608192	
			P.O. Total:	373.24			
07/10/18	WORKS	18-01924	RHOMAR50 RHOMAR INDUSTRIES, INC. 1 Vehicle Maintenance	349.73	8-01-26-315-000-601 Garage RRM Equipment Maintenance	91709	
07/10/18	WORKS	18-01924	2 Vehicle Maintenance #91709	349.75	8-01-26-315-000-602 Garage PW Equipment Maintenance	91709	
07/10/18	WORKS	18-01924	3 Vehicle Maintenance #91709	349.75	8-07-55-502-004-403 Sewer Operating Equipment Maintenance	91709	
07/10/18	WORKS	18-01924	4 Vehicle Maintenance #91709	349.75	8-01-26-315-000-606 Garage COMPOST Equipment Maintenance	91709	
			P.O. Total:	1,398.98			
07/10/18	WORKS	18-01585	RICCIA RICCIARDI BROTHERS, INC. 6 St Light Maint 59113	75.44	8-01-26-300-000-409	59113	

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07/10/18	WORKS	18-01585	7 St Light Maint 59114	37.99	PW Street Light Maintenance 8-01-26-300-000-409	59114	
			P.O. Total:	113.43	PW Street Light Maintenance		
07/10/18	WORKS	18-02048	RJCONT50 R & J CONTROL INC 2 GENERATOR MAINT #218000904	527.50	8-01-26-310-000-502	218000904	
07/10/18	WORKS	18-02048	3 GENERATOR MAINT #218001856	343.00	PB&G City Hall Maintenance Contracts 8-01-26-310-000-502	218001856	
			P.O. Total:	870.50	PB&G City Hall Maintenance Contracts		
07/10/18	WORKS	18-00966	SALERN33 SALERNO DUANE FORD LLC - DCS 2 VEHICLE #105 #4017335	69.60	8-01-26-315-000-619	4017335	
07/10/18	WORKS	18-00966	3 VEHICLE #103 #4017324	32.06	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	4017324	
			P.O. Total:	101.66	Garage RPST Vehicle Maintenance		
07/10/18	WORKS	17-03383	SANITA75 SANITATION TRUCK REPAIRS INC 1 Tarp System for Rolloff Trailr	6,852.73	C-04-30-019-00A-004	14324	
07/10/18	WORKS	17-03383	2 Tarp System for Rolloff Trailr	2,943.57	3019 Transfer Station Bldg Maintenance C-04-30-019-00A-005	14324	
			P.O. Total:	9,796.30	3019 Transfer Station Equipment Mainten		
07/10/18	WORKS	18-01658	SERVPROL SERVPRO 1 COMPOST STAT MAINT #12598	1,756.09	8-01-26-307-000-402	12598	
					Compost Station Maintenance		
07/10/18	WORKS	18-01993	SHIINTER SHI INTERNATIONAL CORP 3 SOFTWARE MAINT #B08454784	36,900.00	8-01-32-465-000-810	B08454784	
07/10/18	WORKS	18-01993	4 UCC CONTRACT SERV #B08454784	3,000.00	CS Software Maintenance 8-18-00-701-000-500	B08454784	
			P.O. Total:	39,900.00	UCC Contract Services		
07/10/18	WORKS	18-01929	SIGNARAMA SIGNARAMA KENILWORTH 1 UCC & Code Enforcement Logo	306.88	8-18-00-701-000-405	QUOTE# 15656	
					UCC Vehicle Maintenance		
07/10/18	WORKS	18-00987	STORR50 STORR TRACTOR CO 2 VEH #162 #789828	18.53	8-01-26-315-000-609	789828	
07/10/18	WORKS	18-00987	3 VEH #108 #794326	28.26	Garage RPST Equipment Maintenance 8-01-26-315-000-609	794326	
			P.O. Total:	46.79	Garage RPST Equipment Maintenance		

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SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO							
07/10/18	WORKS	18-00964	32 Building Maintenance #43715-1	527.58	C-04-30-084-00A-120 3084A DCS 41 Chatham Rd Bldg Maintenance	437151	
07/10/18	WORKS	18-00964	33 Building Materials 44234-1	131.92	8-01-26-300-000-201 PW Supplies	442341	
07/10/18	WORKS	18-00964	34 Building Materials 4444076-1	74.66	8-01-26-300-000-201 PW Supplies	440761	
07/10/18	WORKS	18-00964	35 Building Materials 47378-1	265.15	8-01-26-310-000-411 PB&G Repairs - 41 Chatham Rd City Garage	473781	
07/10/18	WORKS	18-00964	36 Building Materials #43996-1	49.00	8-01-26-310-000-411 PB&G Repairs - 41 Chatham Rd City Garage	439961	
07/10/18	WORKS	18-00964	37 Building Materials #44134-1	15.00	8-01-26-310-000-411 PB&G Repairs - 41 Chatham Rd City Garage	441341	
07/10/18	WORKS	18-00964	38 Building Materials #44785-1	48.75	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	447851	
07/10/18	WORKS	18-00964	39 Building Materials #44365-1	4.50	8-01-29-401-000-200 Downtown Maintenance - OE	443651	
07/10/18	WORKS	18-00964	40 Equipt Maint #47912-1	328.74	8-01-26-300-000-215 PW Street Name Signs	47912-1	
P.O. Total:				1,445.30			
SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO							
07/10/18	WORKS	18-01255	52 PD WOMENS BATHRM LIGHTS #44292	326.50	8-01-26-310-000-201 PB&G Supplies and Materials	44292-1	
07/10/18	WORKS	18-01255	53 PD WOMENS BATHRM #44282-1	1.75	8-01-26-310-000-201 PB&G Supplies and Materials	44282-1	
07/10/18	WORKS	18-01255	54 PD WOMENS BATHRM #44282-1	0.97	8-01-26-310-000-201 PB&G Supplies and Materials	44282-1	
07/10/18	WORKS	18-01255	55 INTERCOM WIRE #44282-1	74.43	8-01-26-310-000-201 PB&G Supplies and Materials	44282-1	
07/10/18	WORKS	18-01255	56 VARIOUS SUPPLIES #44537-1	546.50	8-01-26-310-000-201 PB&G Supplies and Materials	44537-1	
07/10/18	WORKS	18-01255	58 Build Maint #48209-1	79.82	C-04-31-014-00A-060 3114A DCS Transfer Station Upgrade	48209-1	
07/10/18	WORKS	18-01255	59 Build Maint #48196-1	40.70	C-04-31-014-00A-060 3114A DCS Transfer Station Upgrade	48196-1	
P.O. Total:				1,070.67			
THEEARD THE EARDLY T. PETERSEN CO.							
07/10/18	WORKS	18-00937	2 VARIOUS SUPPLIES #196587	109.83	8-01-26-310-000-201 PB&G Supplies and Materials	196587	
07/10/18	WORKS	18-00937	3 VARIOUS SUPPLIES #192887	126.25	8-01-26-310-000-201 PB&G Supplies and Materials	192887	
P.O. Total:				236.08			
THESYS50 SYSTEM SUPPORT GROUP INC							
07/10/18	WORKS	18-01946	1 Equipment Maint #03013270	3,625.00	8-01-26-306-000-511	03013270	

July 6, 2018  
12:24 PM

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

Page No: 34

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
TS Computer Service							
07/10/18	WORKS	18-02058	THYSSE50 THYSSENKRUPP ELEVATOR CORP. 2 ELEVATOR MAINT #3003759301	1,380.00	8-01-26-310-000-502 PB&G City Hall Maintenance Contracts	3003759301	
07/10/18	WORKS	18-02058	3 ELEVATOR MAINT #3003930895	1,380.00	8-01-26-310-000-502 PB&G City Hall Maintenance Contracts	3003930895	
			P.O. Total:	2,760.00			
TREASU25 TREASURER, STATE OF NEW JERSEY							
07/10/18	WORKS	18-02138	2 Sol Wast Mon Fee #132728	2,473.75	8-01-26-306-000-216 TS Facility Licenses	132728	
07/10/18	WORKS	18-02138	4 Undgrnd Stor Tank Prog #008158	50.00	C-04-30-084-00A-160 3084A DCS UST Fire House	008158	
			P.O. Total:	2,523.75			
TREASU55 TREASURER, STATE OF NEW JERSEY							
07/10/18	WORKS	18-02193	1 Annual Fee Stormwater Discharg	5,250.00	8-01-26-300-000-216 PW Storm Water Licenses	180543060	
07/10/18	WORKS	18-02194	TREASU55 TREASURER, STATE OF NEW JERSEY 1 Annual Fee Stormwater Discharg	800.00	8-01-26-306-000-216 TS Facility Licenses	180552660	
07/10/18	WORKS	18-02029	TRIUS25 TRIUS INC 3 VEH #18 #SI045314	612.62	8-01-26-315-000-601 Garage RRM Equipment Maintenance	SI045314	
07/10/18	WORKS	18-01701	ULINE ULINE 2 Adjust. Panel Truck & Shelving	1,211.26	C-04-31-041-00A-200 3141A DCS Bldgs City Hall Maintenance	97340109	
07/10/18	WORKS	18-01701	3 Adjust. Panel Truck & Shelving	36.00	C-04-31-041-00A-200 3141A DCS Bldgs City Hall Maintenance	97508960	
			P.O. Total:	1,247.26			
WASTEM50 WASTE MANAGMENT OF NJ, INC.							
07/10/18	WORKS	18-01265	16 BULKY WASTE #0109495-1091-0	10,080.87	8-01-26-308-000-200 Disposal Charges	019495-1091-0	
07/10/18	WORKS	18-01265	17 BULKY WASTE #0109495-1091-0	0.01	8-01-26-308-000-200 Disposal Charges	019495-1091-0	
07/10/18	WORKS	18-01265	18 NJ RECYCLE TAX #0109495-1091-0	315.06	8-01-26-308-000-200 Disposal Charges	0109495-1091-0	
07/10/18	WORKS	18-01265	19 BULKY WASTE #0109706-1091-0	9,536.61	8-01-26-308-000-200 Disposal Charges	0109706-1091-0	
07/10/18	WORKS	18-01265	20 NJ RECYCLE TAX 0109706-1091-0	298.05	8-01-26-308-000-200 Disposal Charges	0109706-1091-0	
			P.O. Total:	20,230.60			

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
07/10/18	WORKS	18-00202	WBMASON W.B. MASON CO, INC 2 UCC Office Supplies	6.09	8-18-00-701-000-201 UCC Office Supplies	I54795254	
07/10/18	WORKS	18-00202	3 UCC Office Supplies	3.56	8-18-00-701-000-201 UCC Office Supplies	I52008054	
			P.O. Total:	9.65			
07/10/18	WORKS	18-00523	WBMASON W.B. MASON CO, INC 1 MARKER FINE PT #I48546391	10.69	7-01-32-465-000-201 CS Supplies and Materials	I48546391	
07/10/18	WORKS	18-00523	2 MARKER RD #I48546391	10.69	7-01-32-465-000-201 CS Supplies and Materials	I48546391	
07/10/18	WORKS	18-00523	3 HIGHLIGHTER FLR GRN #I48546391	7.08	7-01-32-465-000-201 CS Supplies and Materials	I48546391	
07/10/18	WORKS	18-00523	4 PEN #I48546391	9.41	7-01-32-465-000-201 CS Supplies and Materials	I48546391	
07/10/18	WORKS	18-00523	5 TONER #I48546391	148.85	7-01-32-465-000-201 CS Supplies and Materials	I48546391	
07/10/18	WORKS	18-00523	6 FILE #I48546391	31.29	7-01-32-465-000-201 CS Supplies and Materials	I48546391	
07/10/18	WORKS	18-00523	7 FILE, RETURNED #I48546391	31.29-	7-01-32-465-000-201 CS Supplies and Materials	I48546391	
			P.O. Total:	186.72			
07/10/18	WORKS	18-01645	WBMASON W.B. MASON CO, INC 3 MONITOR STAND 12" #I51141952	27.28	8-01-32-465-000-201 CS Supplies and Materials	I51141952	
07/10/18	WORKS	18-01645	4 10FT CORD #I51141952	44.99	8-01-32-465-000-201 CS Supplies and Materials	I51141952	
07/10/18	WORKS	18-01645	5 10FT CORD #CR5097571	44.99-	8-01-32-465-000-201 CS Supplies and Materials	CR5097571	
07/10/18	WORKS	18-01645	6 POSTIT 12PD/PK #I51141952	14.73	8-01-32-465-000-201 CS Supplies and Materials	I51141952	
07/10/18	WORKS	18-01645	7 FOLDER MLA 1/3 #I51141952	8.00	8-01-32-465-000-201 CS Supplies and Materials	I51141952	
07/10/18	WORKS	18-01645	8 FOLDER MLA 2/5 #I51141952	26.42	8-01-32-465-000-201 CS Supplies and Materials	I51141952	
07/10/18	WORKS	18-01645	9 TAPE CARTRIDGE #I52008054	19.65	8-01-32-465-000-201 CS Supplies and Materials	I52008054	
07/10/18	WORKS	18-01645	10 TAPE CARTRIDGE #I52008054	19.65	8-01-32-465-000-201 CS Supplies and Materials	I52008054	
07/10/18	WORKS	18-01645	11 TAPE DYM #I52008054	19.65	8-01-32-465-000-201 CS Supplies and Materials	I52008054	
07/10/18	WORKS	18-01645	12 SHARPIE MARKER #I52008054	16.14	8-01-32-465-000-201 CS Supplies and Materials	I52008054	
07/10/18	WORKS	18-01645	13 FIRST AID PK #I52008054	40.71	8-01-32-465-000-201 CS Supplies and Materials	I52008054	
07/10/18	WORKS	18-01645	14 POSTIT #I52008054	14.73	8-01-32-465-000-201 CS Supplies and Materials	I52008054	
07/10/18	WORKS	18-01645	15 RUBBERBANDS #I52176740	6.22	8-01-32-465-000-201	I52176740	

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Contract Invoice Number
07/10/18	WORKS	18-01645	16 HANG FOLDER #I52176740	14.96	CS Supplies and Materials 8-01-32-465-000-201	I52176740
07/10/18	WORKS	18-01645	17 HANG FOLDER LGL #I52176740	19.15	CS Supplies and Materials 8-01-32-465-000-201	I52176740
07/10/18	WORKS	18-01645	18 FILE FOLDER #I52176740	3.49	CS Supplies and Materials 8-01-32-465-000-201	I52176740
07/10/18	WORKS	18-01645	19 INTR FOLDER #I52176740	24.66	CS Supplies and Materials 8-01-32-465-000-201	I52176740
07/10/18	WORKS	18-01645	20 LGL PAD #I53519589	5.62	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	21 PAD #I53519589	3.69	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	22 PAD 3X3 #I53519589	3.92	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	23 STAPLES #I53519589	2.94	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	24 STAPLE REMOVER #I53519589	0.98	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	25 SHARPIE MARKER #I53519589	11.12	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	26 SHARPIE MK FINE #I53519589	11.12	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	27 CLIP BINDER #I53519589	1.96	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	28 HANG FOLDER #I53519589	4.95	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	29 PENCILS RETRACT #I53519589	18.82	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	30 PENCILS,RT,VLCTY #I53519589	18.82	CS Supplies and Materials 8-01-32-465-000-201	I53519589
07/10/18	WORKS	18-01645	31 FILE,QCK #I51179342	4.04	CS Supplies and Materials 8-01-32-465-000-201	I51179342
07/10/18	WORKS	18-01645	32 BINDER #I51179342	25.28	CS Supplies and Materials 8-01-32-465-000-201	I51179342
07/10/18	WORKS	18-01645	33 CORR BOXES #I55074478	125.97	CS Supplies and Materials 8-01-32-465-000-201	I55074478
07/10/18	WORKS	18-01645	34 FRESHENER #I55074478	41.49	CS Supplies and Materials 8-01-32-465-000-201	I55074478
			P.O. Total:	556.16	CS Supplies and Materials	

## WBMASON W.B. MASON CO, INC

07/10/18	WORKS	18-01766	60 MOUSE PAD #I54954022	8.50	8-01-26-310-000-201 PB&G Supplies and Materials	I54954022
07/10/18	WORKS	18-01766	61 DEGRADABLE BAG #I51544259	123.90	8-01-26-310-000-201 PB&G Supplies and Materials	I51544259
07/10/18	WORKS	18-01766	62 LINER #I51544259	215.94	8-01-26-310-000-201 PB&G Supplies and Materials	I51544259
07/10/18	WORKS	18-01766	63 TOWEL #I51544259	70.10	8-01-26-310-000-201 PB&G Supplies and Materials	I51544259

P.O. Total: 418.44

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
WBMASON W.B. MASON CO, INC							
07/10/18	WORKS	18-01945	3 MESH CHAIR #I52080075	259.98	8-01-26-310-000-411 PB&G Repairs - 41 Chatham Rd City Garage	I52080075	
07/10/18	WORKS	18-01945	4 WASTEBASKET #I52080075	3.52	8-01-26-310-000-411 PB&G Repairs - 41 Chatham Rd City Garage	I52080075	
07/10/18	WORKS	18-01945	5 23 GAL RECEPTACLE #I52080075	29.99	8-01-26-310-000-411 PB&G Repairs - 41 Chatham Rd City Garage	I52080075	
07/10/18	WORKS	18-01945	6 NITRILE GLOVE #I51278743	5.49	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	I51278743	
07/10/18	WORKS	18-01945	7 NITRILE GLOVE LRG #I51278743	8.39	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	I51278743	
07/10/18	WORKS	18-01945	8 SPRAY BOTTLE #I51278743	15.98	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	I51278743	
07/10/18	WORKS	18-01945	9 FLOOR CLEANER #I51278743	93.98	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	I51278743	
07/10/18	WORKS	18-01945	10 BOWL CLEANER #I51278743	29.88	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	I51278743	
07/10/18	WORKS	18-01945	11 DRW STRING LINER #I51278743	37.08	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	I51278743	
07/10/18	WORKS	18-01945	12 TISSUES #I51278743	59.99	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	I51278743	
07/10/18	WORKS	18-01945	13 MOP HEAD #I51279510	144.22	8-01-26-310-000-419 PB&G Repairs - 5 Myrtle Ave Cornog Bldg	I51279510	
P.O. Total:				688.50	PB&G Repairs - 5 Myrtle Ave Cornog Bldg		
WBMASON W.B. MASON CO, INC							
07/10/18	WORKS	18-01947	2 40-45 GAL LINEERS #I55452840	824.75	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	I55452840	
WETIMM50 W E TIMMERMAN CO INC							
07/10/18	WORKS	18-01938	2 Vehicle Maint #19 #0214645-IN	493.31	8-01-26-315-000-601 Garage RRM Equipment Maintenance	0214645	
07/10/18	WORKS	18-01938	3 Vehicle Maint #19 #0214881-IN	56.61	8-01-26-315-000-601 Garage RRM Equipment Maintenance	0214881	
07/10/18	WORKS	18-01938	4 Vehicle Maint #19 #0214898-IN	2,706.45	8-01-26-315-000-601 Garage RRM Equipment Maintenance	0214898	
07/10/18	WORKS	18-01938	5 Vehicle Maint #19 #0215145-IN	24.18	8-01-26-315-000-601 Garage RRM Equipment Maintenance	0215145	
07/10/18	WORKS	18-01938	6 Equipt Maint #0215493-IN	215.96	8-01-26-315-000-601 Garage RRM Equipment Maintenance	0215493-IN	
P.O. Total:				3,496.51	Garage RRM Equipment Maintenance		
Total for Batch: WORKS				843,607.86			
Total for Date: 07/10/18		Total for All Batches:		2,884,385.01			

Batch Id	Batch Total
Total for Batch: BANDG	4,392.00
Total for Batch: FINANCE	898,148.36
Total for Batch: GSERVICE	819,715.99
Total for Batch: SAFETY	318,520.80
Total for Batch: WORKS	843,607.86
Total of All Batches:	<u><u>2,884,385.01</u></u>

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	7-01	1,699.74	0.00	0.00	1,699.74
Current Fund	8-01	841,106.46	760.00	0.00	841,866.46
Sewer Operating	8-07	2,346.00	0.00	0.00	2,346.00
Parking Operating	8-09	34,688.26	940.35	0.00	35,628.61
Uniform Construction Code	8-18	6,228.42	0.00	0.00	6,228.42
Recreation Trust	8-28	24,872.42	3,325.00	0.00	28,197.42
	Year Total:	909,241.56	5,025.35	0.00	914,266.91
General Capital	C-04	1,659,939.37	0.00	0.00	1,659,939.37
Sewer Capital	C-06	2,079.94	0.00	0.00	2,079.94
	Year Total:	1,662,019.31	0.00	0.00	1,662,019.31
Grant Fund	G-02	4,675.00	0.00	0.00	4,675.00
Trust - Other	T-03	20,683.67	0.00	0.00	20,683.67
Animal Control	T-12	3,000.00	0.00	0.00	3,000.00
Self Insurance Trust	T-13	278,040.38	0.00	0.00	278,040.38
	Year Total:	301,724.05	0.00	0.00	301,724.05
	Total of All Funds:	2,879,359.66	5,025.35	0.00	2,884,385.01

Resolution (ID # 5727)  
July 10, 2018

**AUTHORIZING PAYMENT OF BILLS**

Bills List for the July 10th, 2018 meeting will be sent via email on Friday, July 6th, 2018.

# THE CITY OF SUMMIT

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## NEW JERSEY

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CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

June 26, 2018

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

Ladies and Gentlemen:

On Tuesday, June 26, 2018, at 11:00 a.m., bids were received by the Purchasing Agent as advertised in the Union County Local Source on June 14, 2018 and referred to the City Engineer/Deputy DCS Director. Results are as follows:

### **2018 CURB AND SIDEWALK PROJECT**

		Base Bid	Alt. A K Parking Lot	Total
		(\$)	(\$)	(\$)
AA Berms LLC 106 Mill Street Belleville NJ 07109	(bid bond)	75,308.60	52,172.90	127,481.50
Diamond Construction 35 Beaverson Blvd. Brick NJ 08723	(bid bond)	91,985.00	102,350.00	194,335.00
Balitano Contracting Co. 298 Forest Road Fort Lee NJ 07024	(bid bond)	146,625.00	127,700.00	274,325.00
		Reject, NJSA 40A:11-21, insufficient bid bond, limited to \$250,000.00		

The Purchasing Agent, upon the review, evaluation and recommendation in a memo dated June 26, 2018, from the City Engineer/Deputy DCS Director, makes the following bid award recommendation to the Works Committee:

### **2018 CURB AND SIDEWALK PROJECT**

AA Berms LLC, for a low net base bid plus Alternates A for a total of \$127,481.50

Sincerely,

*Michelle Caputo*

Michelle Caputo  
Purchasing Agent



Joint Meeting of Essex & Union Counties

500 South First Street □ Elizabeth □ NJ 07202

908-353-1313 □ FAX: 908-353-7925

GT  
7/10/18

RECEIVED

JUN 27 2018

CITY CLERK'S OFFICE  
SUMMIT, N.J.

MEMORANDUM

TO: Cynthia Brown, City Clerk, East Orange  
Lorraine Messiah, Deputy Clerk, Hillside  
Harold E. Wiener, Township Clerk, Irvington  
Elizabeth J. Fritzen, Township Clerk, Maplewood  
Christine Gatti, Township Clerk, Millburn  
Kenneth Louis, City Clerk, Newark  
Andrew Casais, Borough Clerk, Roselle Park  
Shinell V. Smith, Acting Village Clerk, South Orange  
Rosemary Licatese, City Clerk, Summit  
Eileen Birch, Township Clerk, Union  
Karen J. Carnevale, Township Clerk, West Orange  
Yolanda M. Roberts, City Clerk, Elizabeth

FROM: Samuel T. McGhee, Executive Director

SUBJ: Annual Audit Report

DATE: June 22, 2018

In accordance with N.J.S.A. 40A:5A-15 and N.J.A.C. 5:31-7.6 enclosed you will find a certificate duplicate copy of the annual audit report for the fiscal year ended December 31, 2017 by Suplee, Clooney & Company.

Direct any questions that you have regarding this report to Stacey Shultz, Director of Administration/Finance.

STM:gq  
Enclosure

cc: Stacey Shultz, Director of Admin/Finance  
Division of Local Government Services, w/encls.

RESOLUTION NO. 082/18

**RESOLUTION OF THE JOINT MEETING OF  
ESSEX AND UNION COUNTIES CERTIFYING TO  
THE LOCAL FINANCE BOARD ITS COMPLIANCE  
REGARDING ANNUAL 2017 AUDIT PURSUANT TO  
N.J.S.A. 40A:5A-17**

**WHEREAS**, the Joint Meeting of Essex and Union Counties (“Joint Meeting”) is organized and exists pursuant to the provisions of N.J.S.A. 40:63-68 et seq., and constitutes a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, N.J.S.A. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

**WHEREAS**, N.J.S.A. 40A:5-4 and N.J.S.A. 40A:5A-15 require every local unit to employ a registered municipal accountant or certified public accountant of New Jersey and to cause an annual audit of its accounts to be made and completed **within four months** after the close of the fiscal year in conformance with state law and regulations, to include, but not be limited to compliance with N.J.A.C. 5:31-7.6; and

**WHEREAS**, N.J.S.A. 40A:5A-15 and N.J.A.C. 5:31-7.6 require that a certified duplicate copy thereof be filed with the municipal clerks for the eleven member municipal bodies having created the authority and with the Director of the Division of Local Government Services in the Department of Community Affairs **within five days** after the original report is filed with the Joint Meeting; and

**WHEREAS**, the annual audit report for the fiscal year ended December 31, 2017 by Suplee, Clooney & Company and having been filed with the Director of the Division of Local Government Services and with the Municipal Clerks for East Orange, Hillside, Irvington, Maplewood, Millburn, Newark, Roselle Park, South Orange, Summit, Union, and West Orange; and

**WHEREAS**, N.J.S.A. 40A:5A-17 requires Joint Meeting to **within 45 days** of receipt of the annual audit, certify by resolution to the Local Finance Board that each member of its Board has personally reviewed the aforementioned audit report, and specifically the sections of the audit report entitled “General Comments” and “Recommendations”, if any, and has evidenced the same by group affidavit signed by a majority of the full membership in the form prescribed by the Local Finance Board; and

**WHEREAS**, the members of the Joint Meeting Board have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit entitled “General Comments” and “Recommendations”, if any, in accordance with N.J.S.A. 40A:5A-17 as evidenced by the attached affidavit(s);

**WHEREAS**, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

**NOW THEREFORE BE IT RESOLVED**, by the Joint Meeting Board that:

1. That the Board hereby certifies to the Local Finance Board of the State of New Jersey that each member of the governing body has personally reviewed the annual audit report for the fiscal year ended December 31, 2017, and specifically has reviewed the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board.
2. That the Joint Meeting's secretary, Joseph M. Florio is hereby directed to promptly submit to the Local Finance Board a sealed and certified copy of this Resolution, the signed Group Affidavit to:

Bureau of Financial Regulation and Assistance  
Division of Local Government Services  
P. O. Box 803  
Trenton, New Jersey 08625

3. The Chairman shall have a synopsis of the audit and recommendations prepared and published in The Home News Tribune and The Star Ledger in accordance with N.J.S.A. 40A:5A-16. A copy of the publications shall be filed with the Director of the Division of Local Government Services **within ten days** after publication;
4. The Corrective Action Plan must be completed and filed with the Municipal Clerks for East Orange, Hillside, Irvington, Maplewood, Millburn, Newark, Roselle Park, South Orange, Summit, Union, and West Orange **within 60 days** from the date the audit was received by the local unit. The Plan shall also be filed with the Division of Local Government Services at the same time.

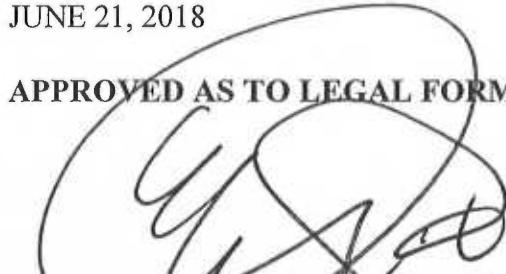
5. No further action of the Board shall be required.



Samuel T. McGhee  
Executive Director

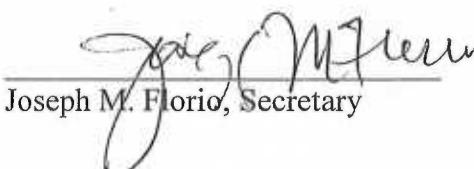
JUNE 21, 2018

**APPROVED AS TO LEGAL FORM**



**INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC**  
**GENERAL COUNSEL**

IT IS HEREBY CERTIFIED THAT THIS IS A TRUE COPY OF THE RESOLUTION  
PASSED AT THE MEETING HELD ON JUNE 21, 2018.



Joseph M. Florio, Secretary

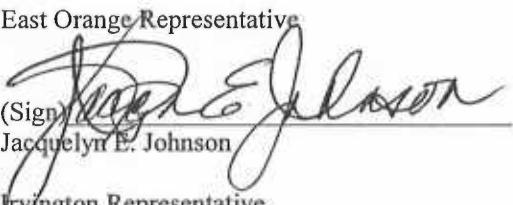
LOCAL AUTHORITIES  
GROUP AFFIDAVIT  
PRESCRIBED BY  
THE NEW JERSEY LOCAL FINANCE BOARD  
AUDIT REVIEW CERTIFICATION  
(NO PHOTO COPIES OF SIGNATURES)

STATE OF NEW JERSEY  
COUNTY OF ESSEX

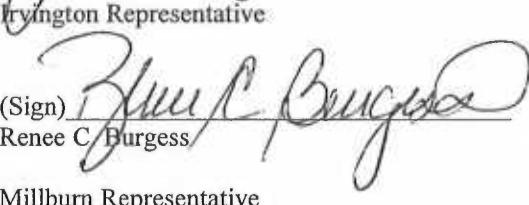
We, the Board Members of the Joint Meeting of Essex & Union Counties ("Joint Meeting"), in the County of Essex, each being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Joint Meeting in the Counties of Essex or Union, as the case may be;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerks of our respective municipalities pursuant to N.J.S.A. 40A:5-6 for the 2017 year;
3. Pursuant to N.J.S.A. 40A:5A-17, we certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations", if any.

East Orange Representative

(Sign)   
Jacquelyn E. Johnson

Irvington Representative

(Sign)   
Renee C. Burgess

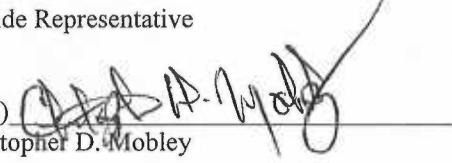
Millburn Representative

(Sign)   
Samuel D. Levy

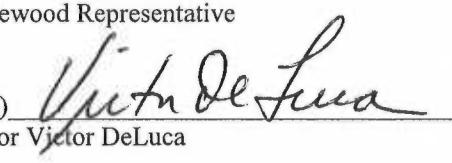
Roselle Park Representative

(Sign)   
William Fahoury

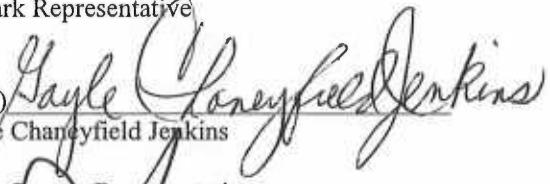
Hillside Representative

(Sign)   
Christopher D. Mobley

Maplewood Representative

(Sign)   
Mayor Victor DeLuca

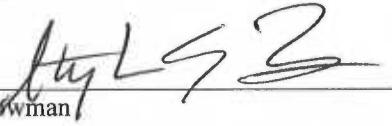
Newark Representative

(Sign)   
Gayle Chaneyfield Jenkins

South Orange Representative

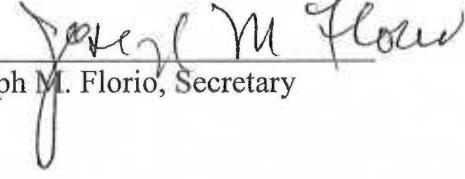
(Sign)   
Howard Levison

Summit Representative

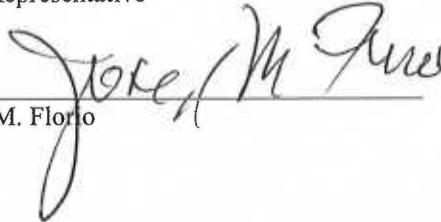
(Sign)   
Stephen Bowman

West Orange Representative

(Sign)   
Jerry Guarino

  
Joseph M. Florio, Secretary

Union Representative

(Sign)   
Joseph M. Florio

Sworn to and subscribed before me this

21<sup>st</sup> Day of June

John Dohle McDonnell

(Notary Public of New Jersey) or  
(Attorney At Law, State of New Jersey)

---

The Secretary shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

*Report of Audit  
on the  
Financial Statements  
of the  
Joint Meeting of Essex &  
Union Counties  
for the  
Years Ended  
December 31, 2017 and 2016*

 **SUPLEE, CLOONEY & COMPANY**  
CERTIFIED PUBLIC ACCOUNTANTS

**Annual  
Financial Report**

of the

**Joint Meeting of Essex &  
Union Counties**

for the Years Ended

December 31, 2017 and 2016

Prepared by

Joint Meeting of Essex & Union Counties

Finance Department

JOINT MEETING OF ESSEX & UNION COUNTIES

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## **FINANCIAL SECTION**



# SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

308 East Broad Street, Westfield, New Jersey 07090-2122

Telephone 908-789-9300      Fax 908-789-8535

E-mail [info@scnco.com](mailto:info@scnco.com)

## INDEPENDENT AUDITOR'S REPORT

Members of the Board  
Joint Meeting of Essex & Union Counties  
500 South First Street  
Elizabeth, New Jersey 07202

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of the Joint Meeting of Essex & Union Counties (the "Joint Meeting"), as of and for the years ended December 31, 2017 and 2016, and the related notes to the financial statements, which collectively comprise the Joint Meeting's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

# SUPLEE, CLOONEY & COMPANY

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Joint Meeting of Essex & Union Counties, as of December 31, 2017 and 2016, and the changes in its financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## ***Other Matters***

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the *management's discussion and analysis* and the schedules related to accounting and reporting for pensions in Schedule R-1 through R-3 identified in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

# SUPLEE, CLOONEY & COMPANY

## *Other Information*

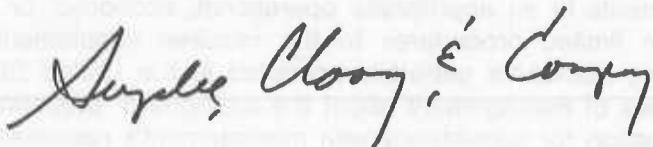
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Joint Meeting's basic financial statements. The supplemental data schedules and schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental data schedules and schedule of expenditures of federal awards, as required by the Uniform Guidance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental data schedules and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

## *Other Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 11, 2018 on our consideration of the Joint Meeting's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Joint Meeting's internal control over financial reporting and compliance.

May 11, 2018



## MANAGEMENT DISCUSSION AND ANALYSIS

**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2017 (UNAUDITED)**

Management's Discussion and Analysis (MD&A) serves as an introduction to, and should be read in conjunction with, the basic audited financial statements and supplementary information.

**BACKGROUND**

Joint Meeting of Essex and Union Counties (JMEUC) was the first municipal cooperative enterprise in New Jersey established for the purpose of building a sewage disposal system. The disposal system is a trunk sewer system and wastewater treatment facility that was designed to handle 120 million gallons of flow per day from an area of approximately 64 square miles. The local municipalities own and are responsible for all sewer systems which connect to Joint Meeting's trunk sewer line.

Each of the eleven (11) owner municipalities that are serviced by Joint Meeting appoints a Representative from their respective councilpersons. The Representatives meet once a month to set policies and approve all spending.

Pursuant to the Federal Water Pollution Control Act Amendments of 1972, PL 92-500 and a requirement of Joint Meeting's Construction Grant for the expansion in Secondary Treatment, a "User Charge System" is used to apportion the operation and maintenance costs. During the year 1978, a User Charge System was prepared and adopted by the member municipalities in the form of a Sewer Use Ordinance. The eleven (11) member municipalities compute actual dwelling units for each of their respective towns in accordance with the schedule included in their respective Sewer Use Ordinance. The total assessment is then distributed based on the percentages determined from the Equivalent Dwelling Units (EDU's) submitted from each town.

The City of Elizabeth is not represented on the Board of the JMEUC. The methodology used to assess the City of Elizabeth is based on quantity and strength of sewage as measured at the Trenton Avenue Pumping Station, plus the Equivalent Dwelling Units (EDU's) tributary to the gravity Joint Meeting sewer through the Elmora Avenue area in Elizabeth, plus the tributary area from the City of Linden.

In this section of the audit report, management of the JMEUC presents a narrative discussion and analysis of the JMEUC's financial activities for the years ended December 31, 2017 and 2016. This section of the report should be read in conjunction with the JMEUC's audited financial statements and supplementary information for the years ended December 31, 2017 and 2016. The JMEUC's audited financial statements are presented in conformity with U.S. generally accepted accounting principles.

The Management's Discussion and Analysis is an element of a reporting model adopted by the Governmental Accounting Standards Board (GASB) in their Statement, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*.

**Audit Assurance**

The unmodified opinion of our independent auditors, Suplee Clooney & Company is included in this report.

## CAPITAL IMPROVEMENT PLAN

The Board of Directors approved a rolling ten (10) year, \$50 million dollar capital improvement plan in 1997. The plan is funded through direct assessments to the eleven (11) municipalities and the City of Elizabeth. The plan is funded through approximately \$15 million dollar assessments on a 3 or 4 year cycle. The percentage each participant will pay is determined by calculating the five (5) year average of each of their contributions to the annual operating budget for the years preceding the date of the capital assessment. Five previous assessments have already been collected. The next anticipated assessment is projected to be released in September 2018. The projects will include upgrades and improvements to the existing facility as well as Flood Mitigation components which are expected to be funded by FEMA by approximately 90%. These assessments and funds are held in a Capital Improvement fund. Costs of the plant improvements are charged directly against the Fund and have no impact on annual operating expenses.

## FINANCIAL REVIEW

Assessments for the 2017 calendar year amounted to \$29,976,869, which was an increase of \$477,274 over the 2016 calendar year. Operating revenues for the 2017 calendar year amounted to \$31,200,365, which was an increase of \$203,121 over the 2016 calendar year.

Actual operating expenses for the year ending 2017 were \$31,192,268 compared to operating expenses totaling \$34,072,405 for 2016.

Budgeted operating expenses for 2017 were \$33,015,801. Actual operating expenses for 2017 were \$31,031,327 resulting in an under-expenditure of \$1,984,474.

With constant plant upgrades and various cost controls it is expected that Joint Meeting will continue to provide wastewater services to the contributing communities at a cost within a reasonable range for the foreseeable future.

Our treatment cost per "Equivalent dwelling unit" remains one of the lowest in the State at approximately \$136 per household per year as detailed in the 2017 Assessment Report.

Total net position as of December 31, 2017 amounted to \$124,403,995 a \$2,698,367 decrease over the prior year net position of \$127,102,362.

## UPGRADES THAT MAY HAVE A FINANCIAL IMPACT

### **1. SCADA**

The plans and specifications for the Supervisory Control and Data Acquisition (SCADA) project have been developed to be installed in two phases. This project will enable Joint Meeting to monitor operations and actuate designated controls from a Central Control Center. Increased operational reliability will result by reducing the reliance on manual controls and human observations. Reducing hands-on operations will result in reduced costs. Phase I of the SCADA Project has been completed allowing remote controls and monitoring capabilities at various facilities within the Treatment Plant. These include: Co-generation, Gravity Thickener Belts, Disinfection, Dechlorination and Main Sewage Pumps.

Components of the system are installed and connected to the SCADA “backbone” as upgrades proceed and are commissioned in the various facilities.

## **2. Digester No. 1 Cleaning and Modification**

This project began in 2015. The first part of this project was the cleaning and disposal of all material within Digester No. 1. The sludge and digester gas piping was replaced following internal inspection. Rehabilitation of the floor of the floating cover was completed during 2017. Modifications to the gas dome housing and gas flow monitoring were incorporated into the design. Additional areas needing repairs were identified and were also completed. This will result in continued improvements to methane gas production increasing the available fuel for Co-generation and the Boilers thereby decreasing the quantity of natural gas to be purchased and reduce the quantity of solids to be removed from the facility as they are degraded in the volatilization process in the digesters.

## **3. Stormwater System Isolation**

This project is in design phase to isolate portions on the site stormwater system to prevent flooding on the site during extreme storms and excessive tidal impoundments. FEMA has requested additional information which is being prepared by JM Consultants in order to qualify for funding.

## **4. Thickener Facility Upgrades**

This project is in active design phase and is intended to replace component equipment and drives in the Thickener facility which have been in continuous service since 1978.

## **5. Dewatering Facility Upgrades**

This project will upgrade the 25 year old components of the facility including centrifuges, programmable logic controllers, polymer mixing and feed systems as well as building and roof rehabilitation. It is scheduled to be completed in 2018.

## **6. Digested Sludge Conditioning**

This project has been awarded and began in late 2015 and was completed in late 2016. It is intended to improve the quality of biosolids for land application.

## **7. Engineered Food Waste Handling**

JM Consultants and staff have prepared information to prepare for the reception of food wastes as an additional potential revenue source and increase methane gas production. The pilot testing of the concept and equipment will begin in 2018 as a “public-private partnership” requiring little funding from the Joint Meeting

Several other projects yet on the discussion and development level are being reviewed by staff, JM consultants, NJ Energy Resiliency Bank and FEMA to further protect the Joint Meeting physical assets and treatment facilities including installation of additional co-generation units

and power distribution from co-gen to the Dewatering Facility to harden the facility against power failures.

8. Aeration Tank upgrades Stage 1 was completed during 2017 with some issues that need to be corrected by the contractor. The Contractor's Bonding Company has been placed on notice. The improvements included motor and mixer upgrades and controls to one half of the Aeration Facility.

## PHYSICAL PLANT

### SECONDARY TREATMENT

The Secondary Treatment System construction commenced in the mid 1970's to upgrade the Primary Treatment Facility which began operation in 1937. U.S. Public Law 92-500 passed in 1972 required improved level of wastewater treatment and provided for funding to accomplish the upgrades. Secondary treatment included the construction of aeration tanks, secondary clarifiers, chlorination and disinfection and digestion facilities. The completed secondary facility came on line in 1978.

In 1998 de-chlorination by sodium bisulfite was begun as a result in NJDEP Permit requirements. In 2003, at the disinfection facility extraordinary hazardous gaseous chlorine was removed and replaced with much safer sodium hypochlorite.

In 1981, a cogeneration facility to provide a portion of the electrical and heating needs was constructed since it was determined that the methane gas production in the digestion facility would support the fuel needs of the generators and would compete favorably with the cost of purchased energy. Continuing upgrades and rehabilitation efforts in the digestion facility improved the production of methane gas significantly.

In 2009 a new cogeneration facility was placed into service capable of providing for approximately 80% of the total plant electrical needs at significant savings amount to over \$1.6 million in 2017. The cogen facility enabled the treatment plant to remain online in the aftermath of Superstorm Sandy to continue to treat wastewater in the absence of utility power for about one week. Future electrical improvements will connect the Dewatering Facility to the cogen power grid.

During 2017, the Joint Meeting negotiated the purchase of land owned by the city of Elizabeth that lies within the boundaries of the JM. The purchase was necessary to satisfy FEMA that flood mitigation improvement could only be funded on property that is owned by the JM. Mitigation projects include a flood wall surrounding both the Treatment Plant and the Dewatering Facility, Effluent Pumping Station and Stormwater Pumping Station as well as hardening of the onsite power grid. Design on these improvements is proceeding and frequent meetings with FEMA and NJ OEM continue.

### BIOSOLIDS FACILITY

In 1989 construction began on the Biosolids Facility. The facility was designed to reduce the water content in the sludge so that a product could be produced for beneficial re-use. This is accomplished by reducing the water content of the stabilized sludge to approximately 75% and

adding lime. Lime addition has ceased as the biosolids product is utilized in composting facilities in preparation for land application resulting in reduced processing and transportation costs.

A Sludge Drying Facility was constructed in 1994 to further reduce the water content to approximately 5% for the purpose of making the biosolids pellets available as a marketable product for land application. Presently the economics of fuel costs and pelletization of the product do not favor the processing the biosolids to that level.

## TRUNK SEWER LINE

Joint Meeting is responsible for 43 miles of sewer lines. Joint Meeting employs a full time engineer to assess condition and capacity of the trunk sewer line and process Treatment Work Approvals, connection requests and flow conditions. A two person team is continually in the field monitoring the trunk sewer line, responding to markout requests, addressing resident complaints and information requests. This team has the capability to visually inspect the sewer line with video equipment. Joint Meeting considers its trunk sewer line to be in "good" condition.

In 2015 NJ Department of Environmental Protection (NJDEP) issued a modified operating permit to Joint Meeting concurrently with the issuance of a permit to the City of Elizabeth related to the operation of and discharges from Combined Sewer Overflows (CSOs). While Joint Meeting does not own or operate any CSOs, the City of Elizabeth owns and operates 29 CSOs. The Permits are "conjoined" insofar as the requirements to plan for the ultimate reduction of CSO discharges and the resulting increases in flows to the Joint Meeting must be completed in five years. The plan, called the Long Term Control Plan (LTCP) will result in significant costs related to expansion of collection and treatment system facilities as well as major reduction in Inflow and Infiltration in the local systems of the 11 owner municipalities. These LTCPs and similar permits are also impacting Passaic Valley Sewerage Commission, Bergen County Utilities Authority, Middlesex County Utilities Authority, Bayonne MUA, Camden County MUA, North Hudson SA, North Bergen among others for a total of 9 Treatment Facilities, 16 towns incorporating 213 CSO discharge points. The Joint Meeting is cooperating as required by the NJDEP Permit with the City of Elizabeth.

## OVERVIEW OF ANNUAL FINANCIAL REPORT

Management's Discussion and Analysis is an integral part of the basic financial statements and supplementary information. The MD&A is management's appraisal of the general condition of the institution as it is related to its financial condition. This analysis is the basis for the Joint Meeting's strategic capital plan and budget.

The financial statements reflect an ongoing commitment to high performance goals within the constraints of applicable laws and regulations. The financial statements are prepared in accordance with Government Accounting Standards Board (GASB) Statement Number 34 and are reported as an Enterprise Fund. The financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position; a Statement of Cash Flows; and notes to the financial statements.

The Statement of Net Position provides information on the Joint Meeting's assets and liabilities on an accrual historical cost basis. The difference between assets and liabilities is the "Net Position". Fixed assets are capitalized at the time of purchase. Depreciation is determined on a straight-line basis over various economic lives, which are fixed by management. The fluctuation from year to year in the "Net Position" is an indicator of the financial health of the institution. "Net Position" should maintain its relative value from year to year as evidence that the institution is maintaining and replacing fixed assets at a level which will support optimum operational performance.

The Statement of Revenues, Expenses and Changes to Net Position demonstrates the financial dynamics that account for the ongoing business activities of the enterprise as well as the commitment of funds that caused changes to the Net Position. Funds that are not consumed at year end (Surplus) are returned to the communities and appear on the Statement of Net Position as "Due to Municipalities". Each municipality may receive its portion of the surplus directly or have it credited against future assessment.

The Statement of Cash Flows is an indicator of the adequacy of cash when compared to the longer term capital needs and the immediate business activities of the Joint Meeting. This detail in the Statement of Cash Flows can provide for this analysis. The detail identifies cash sources and depletions caused by operating activities, investments in capital and financing activities.

In 2015 the Government Accounting Standards Board (GASB) Statement 68 requires state and local governmental entities to disclose their unfunded pension liabilities. The Joint Meeting participates in the pension plan sponsored by the State of New Jersey, which has a much publicized large unfunded liability. Although the Joint Meeting is not responsible for making pension payments to employees when they retire, GASB 68 dictates that the pro-rata share represented by Joint Meeting employees participating in PERS (Public Employee Retirement System) be reported in the audited financial statements to promote better financial clarity. Understandably, the net pension liability of \$28,964,057 – shown within liabilities – is a significant number at December 31, 2017. Footnotes 2 and 6 explain the pension plan accounting in greater detail.

## **FINANCIAL ANALYSIS**

The following condensed financial statements serve as key financial data and indicators for monitoring and future planning:

### **Contacting the Joint Meeting Management**

Any questions about the JMEUC's report or if additional information is needed, please contact the Executive Director of the Joint Meeting of Essex and Union Counties, 500 South First Street, Elizabeth, New Jersey 07202.

### Condensed Financial Statements

#### Condensed Statement of Net Position

	<u>2017</u>	<u>2016</u>	<u>Net Change</u>	<u>%</u>	<u>2015</u>
<u>Assets and Deferred Outflows of Resources</u>					
Cash and Cash Equivalents	\$ 20,055,528	\$ 17,572,982	\$ 2,482,546	14.1%	\$ 16,392,700
Current Assets	789,976	1,424,012	(634,036)	-44.5%	11,274,128
Property, Plant and Equipment - Net	123,773,276	140,030,665	(16,257,389)	-11.6%	134,653,301
Other Assets		243,488	(243,488)	-100.0%	220,817
Deferred Outflows of Resources	9,270,203	12,890,860	(3,620,657)	-28.1%	5,140,417
Total Assets and Deferred Outflow of Resources	<u>\$ 153,888,983</u>	<u>\$ 172,162,007</u>	<u>\$ (18,273,024)</u>	<u>-10.6%</u>	<u>\$ 167,681,363</u>
<u>Liabilities</u>					
Current Liabilities	\$ 5,141,880	\$ 4,718,617	\$ 423,263	9.0%	\$ 2,193,497
Due to Municipalities	4,295,984	2,853,784	1,442,200	50.5%	3,580,392
Net Pension Liability	28,964,057	37,487,244	(8,523,187)	-22.7%	27,493,196
Total Liabilities	38,401,921	45,059,645	(6,657,724)	-14.8%	33,267,085
<u>Deferred Inflows of Resources</u>					
Pension Related	6,196,757	-	6,196,757	100.0%	442,038
<u>Net Position</u>					
Net Investment in Capital Assets	123,773,276	140,030,665	(16,257,389)	-11.6%	134,653,301
Restricted	7,984,359	8,216,594	(232,235)	-2.8%	16,462,444
Unrestricted	(22,467,330)	(21,144,897)	(1,322,433)	6.3%	(17,143,505)
Total Net Position	109,290,305	127,102,362	(17,812,057)	-14.0%	133,972,240
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 153,888,983</u>	<u>\$ 172,162,007</u>	<u>\$ (18,273,024)</u>	<u>-10.6%</u>	<u>\$ 167,681,363</u>

#### Condensed Statement of Revenue, Expenses, and Changes in Net Position

	<u>2017</u>	<u>2016</u>	<u>Net Change</u>	<u>%</u>	<u>2015</u>
<u>Operating Revenues</u>					
Municipal Assessments	\$ 29,976,869	\$ 29,499,595	\$ 477,274	1.6%	\$ 26,832,868
Other	1,223,496	1,497,649	(274,153)	-18.3%	1,177,773
Total Operating Revenues	31,200,365	30,997,244	203,121	0.7%	28,010,641
<u>Operating Expenses</u>					
Operating and Maintenance	31,192,268	34,072,405	(2,880,137)	-8.5%	26,523,284
Depreciation	3,431,838	3,907,594	(475,756)	-12.2%	3,706,399
Total Operating Expenses	34,624,106	37,979,999	(3,355,893)	-8.8%	30,229,683
Net Operating Income (Loss)	(3,423,741)	(6,982,755)	3,559,014	-51.0%	(2,219,042)
Non Operating Revenues (Expense)	(14,388,316)	112,877	(14,501,193)	-12846.9%	(1,360,866)
Change in Net Position	(17,812,057)	(6,869,878)	(10,942,179)	159.3%	(3,579,908)
Net Position, Beginning of Year	127,102,362	133,972,240	(6,869,878)	-5.1%	137,552,148
Net Position, End of Year	<u>\$ 109,290,305</u>	<u>\$ 127,102,362</u>	<u>\$ (17,812,057)</u>	<u>-14.0%</u>	<u>\$ 133,972,240</u>

## **BASIC FINANCIAL STATEMENTS**

EXHIBIT "A"JOINT MEETING OF ESSEX & UNION COUNTIESSTATEMENT OF NET POSITION  
DECEMBER 31, 2017 AND 2016

<u>ASSETS</u>	<u>2017</u>	<u>2016</u>
Cash and Cash Equivalents	\$ 20,055,528	\$ 17,572,982
Accounts Receivable	789,976	663,919
Capital Assessment Receivable		760,093
Prepaid Expense		243,488
Property, Plant and Equipment - Net of Depreciation	123,773,276	140,030,665
<u>TOTAL ASSETS</u>	<u>144,618,780</u>	<u>159,271,147</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Pension Related	9,270,203	12,890,860
<u>TOTAL DEFERRED OUTFLOWS OF RESOURCES</u>	<u>9,270,203</u>	<u>12,890,860</u>
<u>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</u>	<u>\$ 153,888,983</u>	<u>\$ 172,162,007</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</u>		
Current Liabilities:		
Accounts Payable	\$ 1,913,086	\$ 1,136,014
Other Liabilities		1,124,455
Accrued Expenses	3,228,794	2,458,148
Due to Municipalities	4,295,984	2,853,784
Total Current Liabilities	9,437,864	7,572,401
Noncurrent Liabilities:		
Net Pension Liability	28,964,057	37,487,244
Total Noncurrent Liabilities	28,964,057	37,487,244
<u>TOTAL LIABILITIES</u>	<u>38,401,921</u>	<u>45,059,645</u>
Deferred Inflows of Resources:		
Pension Related	6,196,757	
<u>TOTAL DEFERRED INFLOWS OF RESOURCES</u>	<u>6,196,757</u>	
Net Position:		
Net Investment in Capital Assets	123,773,276	140,030,665
Restricted for:		
Industrial Pretreatment	1,697,982	1,531,239
Unemployment	50,105	82,436
Capital Improvement	5,571,953	5,942,153
Sewer Rehabilitation	664,319	660,766
Unrestricted	(22,467,330)	(21,144,897)
<u>TOTAL NET POSITION</u>	<u>109,290,305</u>	<u>127,102,362</u>
<u>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</u>	<u>\$ 153,888,983</u>	<u>\$ 172,162,007</u>

The accompanying Notes are an integral part of these financial statements.

EXHIBIT "B"

JOINT MEETING OF ESSEX & UNION COUNTIES

STATEMENT OF REVENUE, EXPENSES AND  
CHANGES IN NET POSITION  
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
Operating Revenues:		
Municipal Assessments - Net of Refund	\$ 29,976,869	\$ 29,499,595
Permit Fees	10,500	50,775
Fines	203,340	130,000
Miscellaneous Income	<u>1,009,656</u>	<u>1,316,874</u>
<u>Total Operating Revenues</u>	<u>31,200,365</u>	<u>30,997,244</u>
Operating Expenses:		
Operating and Maintenance	31,192,268	34,072,405
Depreciation	<u>3,431,838</u>	<u>3,907,594</u>
<u>Total Operating Expenses</u>	<u>34,624,106</u>	<u>37,979,999</u>
<u>Operating Income (Loss)</u>	<u>(3,423,741)</u>	<u>(6,982,755)</u>
Non-Operating Revenue (Expense):		
Interest Income	127,492	112,877
Other Income	597,882	
Other Expense	<u>(15,113,690)</u>	
	<u>(14,388,316)</u>	<u>112,877</u>
<u>Net Income (Loss)</u>	<u>(17,812,057)</u>	<u>(6,869,878)</u>
Net Position, Beginning of Year	<u>127,102,362</u>	<u>133,972,240</u>
Net Position, End of Year	<u>\$ 109,290,305</u>	<u>\$ 127,102,362</u>

The accompanying Notes are an integral part of these financial statements.

JOINT MEETING OF ESSEX & UNION COUNTIES  
STATEMENT OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

<u>Cash Flow from Operating Activities:</u>	<u>2017</u>	<u>2016</u>
Receipts from Customers and Users	\$ 29,850,812	\$ 29,507,911
Miscellaneous Receipts	1,223,496	1,497,649
Payments to Suppliers	(16,973,870)	(19,399,300)
Payments to Employees	<u>(10,217,338)</u>	<u>(9,923,371)</u>
<u>Net Cash Provided By (Used) By Operating Activities</u>	<u>3,883,100</u>	<u>1,682,889</u>
<u>Cash Flow from Capital and Related Financing Activities</u>		
Capital Assessment	760,093	9,115,192
Purchase and Cost of Facilities	<u>(2,288,139)</u>	<u>(9,730,676)</u>
<u>Net Cash Provided By (Used In) Financing Activities</u>	<u>(1,528,046)</u>	<u>(615,484)</u>
<u>Cash Flow from Investing Activities:</u>		
Interest Received	<u>127,492</u>	<u>112,877</u>
<u>Net Cash Provided By (Used In) Investing Activities</u>	<u>127,492</u>	<u>112,877</u>
Net Increase (Decrease) in Cash and Cash Equivalents	2,482,546	1,180,282
Cash and Cash Equivalents, Beginning of Year	<u>17,572,982</u>	<u>16,392,700</u>
Cash and Cash Equivalents, End of Year	<u>\$ 20,055,528</u>	<u>\$ 17,572,982</u>
Reconciliation of operating income/(loss) to net cash provided by (used by) operating activities:		
Operating Income/(Loss)	\$ (18,537,431)	\$ (6,982,755)
Depreciation	18,545,528	3,907,594
Changes in operating assets and liabilities:		
Accounts Receivable	(76,057)	734,924
Prepaid Expenses	243,488	(22,671)
Accounts Payable	1,494,726	3,571,846
Accrued Expenses	770,646	1,200,559
Due to Municipalities	<u>1,442,200</u>	<u>(726,608)</u>
<u>Net Cash Provided by Operating Activities</u>	<u>\$ 3,883,100</u>	<u>\$ 1,682,889</u>

The accompanying Notes are an integral part of these financial statements.

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

**(1) GENERAL**

The Joint Meeting of Essex & Union Counties (the "Joint Meeting") is organized and exists under an Act of the Legislature of the State of New Jersey approved March 15, 1899, and the acts amendatory thereof or supplemental thereto and now known as N.J.S.A. 40:63-68 to 40:63-138 allowing for two or more municipalities to jointly provide for sewerage treatment and disposal, and was created by virtue of parallel ordinances adopted by the respective governing bodies of the participants as follows:

The City of East Orange  
The Township of Hillside  
The Township of Irvington  
The Township of Maplewood  
The Township of Millburn  
The City of Newark  
The Borough of Roselle Park  
The Township of South Orange Village  
The City of Summit  
The Township of Union  
The Township of West Orange

The Joint Meeting owns and operates a sanitary sewer system, which collects sewerage from various municipalities in Essex and Union Counties, New Jersey. The Joint Meeting also owns and operates a wastewater treatment facility which is located in Elizabeth, New Jersey.

Revenue is provided primarily from service charges collected from the municipalities using the system, based on a predetermined formula.

The Joint Meeting also provides wastewater treatment to the City of Elizabeth under an agreement dated January 16, 1930.

**(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the Joint Meeting have been prepared in conformity with U.S. generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the GASB's accounting policies are described below.

## JOINT MEETING OF ESSEX & UNION COUNTIES

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Reporting Entity

The Joint Meeting's financial statements include the operations of the wastewater collection and waste-water treatment system for which the Board Members of the Joint Meeting exercise financial accountability. The Board members are appointed to one-year terms by their respective municipalities. The Joint Meeting is considered a joint venture of the participating governments. There are no additional entities required to be included in the reporting entity and the Joint Meeting is not included in any other reporting entity.

#### Budgetary Procedures

The Joint Meeting follows these procedures in establishing the Operating Fund budget:

The annual budget for each fiscal year of the Joint Meeting is introduced by resolution passed by not less than a majority of the governing body.

Public hearings are conducted to obtain citizen comments on the proposed budget.

Operating expense appropriations lapse at the close of the fiscal year to the extent that they have not been expended.

The level at which expenditures cannot exceed the budget is at the total budget level.

#### Basis of Accounting

The accounting policies of the Joint Meeting conform to accounting principles generally accepted in the United States of America as applicable to government entities. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles. As permitted by accounting principles generally accepted in the United States of America, the Joint Meeting has elected to apply only Financial Accounting Standards Board ("FASB") Statements and Interpretations issued on or before November 30, 1989.

All activities of the Joint Meeting are accounted for within a single proprietary (enterprise) fund. Proprietary funds are used to account for operations that are (a) financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Accounting (Continued)

The accounting and financial reporting applied by the Joint Meeting is determined by its measurement focus. The financial statements are reported using the economic measurement focus and the accrual basis of accounting. The transactions of the Joint Meeting are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operations are included on the Statement of Net Position. Net Position (totals assets and deferred outflows net of total liabilities and deferred inflows) are segregated into investment in capital assets, restricted and unrestricted components.

Operating revenue is derived from municipal assessments.

Non-operating revenues and expenses are those revenues and expenses generated that are not directly associated with the normal business of wastewater collection and treatment. Non-operating revenues mainly consist of investment income and miscellaneous income. Non-operating expenses mainly consist of miscellaneous costs.

Accounting and Financial Reporting for Pensions

The Joint Meeting has implemented GASB 68. This Statement amends GASB Statement No. 27. It improved accounting and financial reporting by state and local governments for pensions. It also improved information provided by state and local government employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. This Statement replaces the requirement of Statement No. 27, *Accounting for Pension by State and Local Governmental Employers*, as well as the requirements of Statement No. 50, *Pension Disclosures*, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements that meet certain criteria. The requirements of Statements 27 and 50 remain applicable for pensions that are not covered by the scope of this Statement.

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounting and Financial Reporting for Pensions (Continued)

The Joint Meeting has also implemented GASB Statement 71, Pension Transition for Contributions made Subsequent to the Measurement Date, an amendment to GASB No. 68. The objective of this Statement is to address an issue regarding application of the transition provisions of Statement No. 68, Accounting and Financial Reporting for Pensions. The issue relates to amounts associated with contributions, if any, made by a state or local government employer or non-employer contributing entity to a defined benefit pension plan after the measurement date of the government's beginning net pension liability. Statement 68 requires a state or local government employer (or non-employer contributing entity in a special funding situation) to recognize a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. If a state or local government employer or non-employer contributing entity makes a contribution to a defined benefit pension plan between the measurement date of the reported net pension liability and the end of the government's reporting period, Statement 68 requires that the government recognize its contribution as a deferred outflow of resources.

In addition, Statement 68 requires recognition of deferred outflows of resources and deferred inflows of resources for changes in the net pension liability of a state or local government employer or non-employer contributing entity that arise from other types of events. At transition to Statement 68, if it is not practical for an employer or non-employer contributing entity to determine the amounts of all deferred outflows of resources and deferred inflows of resources related to pensions, paragraph 137 of Statement 68 required that beginning balances for deferred outflows of resources and deferred inflows of resources not be reported. Consequently, if it is not practical to determine the amounts of all deferred outflows of resources and deferred inflows of resources related to pensions, contributions made after the measurement date of the beginning net pension liability could not have been reported as deferred outflows of resources at transition. This could have resulted in a significant understatement of an employer or non-employer contributing entity's beginning net position and expense in the initial period of implementation.

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Currently, the Joint Meeting has only one item that qualifies for reporting in this category, deferred amounts related to pensions.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Joint Meeting has one item that qualifies in this category, deferred amounts related to pension.

Reserves

The Joint Meeting maintains the following reserves:

Sewer Rehabilitation - This reserve was established to accumulate funds for the repair of sewer lines.

Industrial Pretreatment - This reserve was established to receive all revenue and to pay various expenses relating to the industrial pretreatment program. Interest earnings remain with the reserve.

Unemployment - This reserve was established to pay unemployment claims.

Capital Improvement - This reserve was established to pay for various capital projects and was funded by the member municipalities through a special capital assessment.

Operating and Maintenance Fund Balance

All revenue received in excess of operating expenses is returned to the municipalities at year end. No fund balance or surpluses are retained in the operating and maintenance fund.

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position

Equity is classified as net position and displayed in three components:

- 1) Net Investment in Capital Assets - consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any debt that are attributable to the acquisition, construction, or improvement of those assets.
- 2) Restricted - when constraints placed on net position are either a) externally imposed by creditors (such as the bond resolution), grantors, or laws or regulations of other governments or b) imposed by law.
- 3) Unrestricted - any other net position that does not meet the definition of "restricted" or "net investment in capital assets.

Fund Accounting

The operations of the Joint Meeting are reported as an Enterprise Fund. The Joint Meeting established the following Special Funds which are reflected in the Enterprise Fund:

Operating Maintenance - This fund represents resources obtained from annual assessments and miscellaneous income which are used currently for the operation of the sewer collection system and wastewater treatment plant.

Construction - This fund represents resources, which are restricted by Board action and are to be used for various capital projects.

Cash and Cash Equivalents

Cash equivalents are stated at cost which approximates market. The Joint Meeting considers investments with maturities of three months or less to be cash equivalents.

Investments

Investments in marketable securities and debt securities are valued at their fair values based on quoted market prices or prices which are provided by investment managers in the statement of financial position. Realized and unrealized gains and losses are included in the statement of activities.

## JOINT MEETING OF ESSEX & UNION COUNTIES

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

#### (2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

##### Accounts Receivable

The Joint Meeting considers all receivables to be fully collectible. If amounts become uncollectible, they will be charged to operations when that determination is made.

##### Inventory

Inventory of supplies, estimated to be immaterial at year end, is recorded as an expense when purchased and accordingly, is not included in the statements of net position.

##### Land

Land is stated at cost. The parcel of land cost was \$928,004 for the years ended December 31, 2017 and 2016, respectively.

##### Property, Plant and Equipment

Property, plant and equipment are stated at cost which includes direct construction costs and other expenditures related to construction.

System construction costs are charged to construction in progress until such time as given segments of the system are completed and put into operation.

Depreciation is determined on a straight-line basis for all plant and equipment. Depreciation is provided over the following estimated useful lives:

Building and improvements	30-35 years
Sewer mains, tanks	100-200 years
Other equipment	5-20 years
Vehicles	7 years

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

**(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Property, Plant and Equipment (Continued)

Details of property, plant and equipment as of December 31 are as follows:

	<u>2017</u>	<u>2016</u>
Land	\$ 928,004	\$ 928,004
Sewer	12,369,837	12,369,837
Primary	2,617,626	2,617,626
Secondary	125,980,187	114,161,509
Dewatering	36,221,613	26,227,854
Dryer	27,462,733	27,462,733
Co-Gen/Powerhouse	27,372,851	17,801,691
Vehicles	302,688	302,688
I/I Study	6,208,323	6,208,323
Laboratory Equipment	680,900	680,900
Construction in Progress	<u>4,284,525</u>	<u>33,379,983</u>
	244,429,287	242,141,148
Less: Accumulated Depreciation	<u>120,656,011</u>	<u>102,110,483</u>
Net Property, Plant and Equipment	<u>\$123,773,276</u>	<u>\$140,030,665</u>

Income Taxes

No provision for income taxes has been made as the Joint Meeting is exempt from Federal and State income taxes.

Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Compensated Absences

The Joint Meeting permits employees to accrue unused sick pay, which may be taken at a later date as sick time off or paid at a later date at current rates of pay. Payments for accumulated sick time are limited to a maximum dollar amount at retirement.

JOINT MEETING OF ESSEX & UNION COUNTIESNOTES TO FINANCIAL STATEMENTSDECEMBER 31, 2017 AND 2016(3) CASH AND CASH EQUIVALENTS

The Joint Meeting had the following cash and cash equivalents at December 31:

	<u>2017</u>	<u>2016</u>
Checking and Savings Accounts	<u>\$20,055,528</u>	<u>\$17,572,982</u>

New Jersey statutes permit the deposit of public funds in institutions located in New Jersey which are insured by the Federal Deposit Insurance Corporation (FDIC), the Savings Association Insurance Fund (SAIF), or by any other agencies of the United States that insures deposits or the State of New Jersey Cash Management Fund. New Jersey statutes permit the deposit of public funds only in banks which meet the requirements of the Governmental Unit Deposit Protection Act or the State of New Jersey Cash Management Fund. This Act, commonly referred to as "GUDPA", requires that banks which accept public funds to be a public depository. The statutes require public depositories to maintain collateral for deposits of public funds that exceed insurance limits.

Custodial Credit Risk - Custodial credit risk is the risk that in the event of a bank failure, the deposits may not be returned. The Joint Meeting does not have a specific deposit policy for custodial credit risk other than those policies that adhere to the requirements of statute. As of December 31, 2017, based upon the coverage provided by FDIC and NJGUDPA, no amount of the bank balance was exposed to custodial credit risk.

(4) POST-RETIREMENT HEALTH BENEFITS

The Joint Meeting provides post-retirement health benefits to employees who retire with 25 years or more of service within the system. Employees with ten (10) or more years of service may also qualify for benefits under the Disability Retirement Provisions of the Plan. There are currently twenty-five (25) retirees who meet this requirement and are receiving benefits. In addition, there are three (3) current employees who are eligible upon their retirement.

Plan Description. The Joint Meeting contributes to the State Health Benefits Program (SHBP) a cost-sharing, multiple-employer defined benefit post-employment healthcare plan administered by the State of New Jersey Division of Pensions and Benefits. SHBP was established in 1961 under N.J.S.A. 52:14-17.25 et seq. to provide health benefits to State employees, retirees, and their dependents. The SHBP was extended to employees, retirees, and dependents of participating local public employers in 1964. Local employers must adopt a resolution to participate in the SHBP. Rules governing the operation and administration of the program are found in Title 17, Chapter 9 of the New Jersey Administrative Code. SHBP provides medical, prescription drugs, mental health/substance abuse, and Medicare Part B reimbursement to retirees and their covered dependents. The State Health Benefits Commission is the executive body established by statute to be responsible for the operation of the SHBP. The State of New Jersey Division of Pensions and Benefits issues a publicly available financial report that includes financial statements and required supplementary information for the SHBP.

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

**(4) POST-RETIREMENT HEALTH BENEFITS (CONTINUED)**

That report may be obtained by writing to: State of New Jersey Division of Pensions and Benefits, P.O. Box 295, Trenton, NJ 08625-0295 or by visiting their website at <http://www.state.nj.us/treasury/pensions>.

Funding Policy. Contributions to pay for the health premiums of participating employees in the SHBP are billed to the Joint Meeting on a monthly basis. Participating employers are contractually required to contribute based on the amount of premiums attributable to their retirees. In accordance with Chapter 62, P.L. 1994, post-retirement medical benefits have been funded on a pay-as-you-go basis since 1994. Prior to 1994, medical benefits were funded on an actuarial basis. The Joint Meeting's contributions to SHBP for the years ended December 31, 2017 and 2016 was \$3,344,750 and \$3,312,150, respectively.

**(5) PROPERTY PLANT & EQUIPMENT**

Property Plant and Equipment is summarized as follows:

	<u>Balance</u> <u>Dec. 31, 2016</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Balance</u> <u>Dec. 31, 2017</u>
Land	\$ 928,004		\$ 928,004
Sewer	12,369,837		12,369,837
Primary	2,617,626		2,617,626
Secondary	114,161,509	\$ 11,818,678	125,980,187
Dewatering	26,227,854	9,993,759	36,221,613
Dryer	27,462,733		27,462,733
Co-Gen/Powerhouse	17,801,691	9,571,160	27,372,851
Vehicles	302,688		302,688
I/I Study	6,208,323		6,208,323
Laboratory Equipment	680,900		680,900
Construction in Progress	<u>33,379,983</u>	<u>(29,095,457)</u>	<u>4,284,526</u>
Total	242,141,148	2,288,139	244,429,287
Less: Accum. Depreciation	<u>102,110,483</u>	<u>18,545,528</u>	<u>120,656,011</u>
Net Property, Plant & Equip	<u>\$140,030,665</u>	<u>\$(16,257,389)</u>	<u>\$123,773,276</u>

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(6) ACCOUNTING AND FINANCIAL REPORTING FOR PENSION PLAN

Substantially all eligible employees participate in the Public Employees' Retirement System (PERS), or the Defined Contribution Retirement System (DCRP), which have been established by state statute and are administered by the New Jersey Division of Pensions and Benefits. The Division issues a publicly available financial report that includes the financial statements and required supplementary information for the Public Employees Retirement System. This report may be obtained by writing to the Division of Pensions and Benefits, P.O. Box 295, Trenton, New Jersey, 08625 or are available online at [www.nj.gov/treasury/pensions/annrpts.shtml](http://www.nj.gov/treasury/pensions/annrpts.shtml).

*Public Employees' Retirement System (PERS)* - The Public Employees' Retirement System (PERS) was established as of January 1, 1955, under the provisions of N.J.S.A. 43:15A, to provide retirement, death, disability and medical benefits to certain qualified members. The PERS is a cost-sharing multiple employer plan. Membership is mandatory for substantially, all full-time employees of the State of New Jersey or any county, municipality, school district or public agency, provided the employee is not required to be a member of another state-administered retirement system or other state pension fund or local jurisdiction's pension fund.

*Defined Contribution Retirement Program (DCRP)* - The Defined Contribution Retirement Program (DCRP) was established July 1, 2007, under the provisions of Chapter 92, P.L. 2007 and Chapter 103, P.L. 2007, and was expanded under the provisions of Chapter 89, P.L. 2009. The DCRP provides eligible employees and their beneficiaries with a tax-sheltered, defined contribution retirement benefit, along with life insurance coverage and disability coverage.

Vesting and Benefit Provisions

The vesting and benefit provisions for PERS are set by N.J.S.A. 43:15A and 43:36. All benefits vest after ten years of service, except for medical benefits, which vest after 25 years of service. Members may seek early retirement after achieving 25 years of service credit or they may elect deferred retirement after achieving ten years of service credit, In which case, benefits would begin the first day of the month after the member attains normal retirement age.

Newly elected or appointed officials that have an existing DCRP account, or are a member of another State-administered retirement system are immediately invested in the DCRP. For newly elected or appointed officials that do not qualify for immediate vesting in the DCRP. Employee and employer contributions are held during the initial year of membership. Upon commencing the second year of DCRP membership, the member is fully invested. However, if a member is not eligible to continue in the DCRP for a second year of membership, the member may apply for a refund of the employee contributions from the DCRP, while the employer contributions will revert back to the employer. Employees are required to contribute 5.5% of their base salary and employers contribute 3.0%.

## JOINT MEETING OF ESSEX & UNION COUNTIES

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(6) ACCOUNTING AND FINANCIAL REPORTING FOR PENSION PLAN (CONTINUED)

#### Funding Policy

The contribution policy is set by New Jersey State Statutes and contributions are required by active members and contributing employers. Plan members and employer contributions may be amended by State of New Jersey legislation. During 2017, PERS provides for employee contributions of 7.34% of employees' annual compensation. Employers are required to contribute at an actuarially determined rate. The actuarially determined contribution includes funding for cost-of-living adjustments, noncontributory death benefits, and post-retirement medical premiums.

Certain portions of the cost are contributed by the employees. The Joint Meeting's share of pension costs, which is based upon the annual billings received from the State, amounted to \$1,174,116 for 2017, \$1,172,934 for 2016, and \$1,053,927 for 2015.

Information as to the comparison of the actuarially computed value of vested benefit with the system's assets is not available from the State Retirement System and, therefore, is not presented.

#### Public Employees Retirement System (PERS)

At June 30, 2017, the State reported a net pension liability of \$28,964,057.00 for the Joint Meeting's proportionate share of the total net pension liability. The total pension liability for the June 30, 2017 measurement date was determined by an actuarial valuation as of July 1, 2016, which was rolled forward to June 30, 2017. The Joint Meeting's proportion of the net pension liability was based on a projection of the Joint Meeting's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2017, the Joint Meeting's proportion was 0.1244245962 percent, which was a decrease of 0.0021482402 percent from its proportion measured as of June 30, 2016.

For the year ended June 30, 2017, the State recognized an actuarially determined pension expense of \$2,475,084 for the Joint Meeting's proportionate share of the total pension expense. The pension expense recognized in the Joint Meeting's financial statement based on the April 1, 2017 billing was \$1,124,455.

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(6) ACCOUNTING AND FINANCIAL REPORTING FOR PENSION PLAN (CONTINUED)

Public Employees Retirement System (PERS) (Continued)

At June 30, 2017, the State reported deferred outflows of resources and deferred inflows of resources related to PERS from the following sources:

	<u>Deferred Inflow of Resources</u>	<u>Deferred Outflow of Resources</u>
Changes of assumptions	-	\$ 682,004
Net difference between projected and actual earnings on pension plan investments	\$5,813,866	5,835,259
Changes in proportion and differences between Joint Meeting contributions and proportionate share of contributions	-	197,226
Joint Meeting contributions subsequent to the measurement date	<u>382,891</u>	<u>1,403,053</u>
	<u>\$6,196,757</u>	<u>\$8,117,542</u>

Other local amounts reported by the State as the Joint Meeting's proportionate share of deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in the State's actuarially calculated pension expense as follows:

<u>Year Ended</u>		<u>Amount</u>
<u>June 30</u>		
2018	\$ 982,821	
2019	982,821	
2020	982,821	
2021	(353,781)	
2022	<u>(679,532)</u>	
		<u>\$1,920,785</u>

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(6) ACCOUNTING AND FINANCIAL REPORTING FOR PENSION PLAN (CONTINUED)

Public Employees Retirement System (PERS) (Continued)

Actuarial Assumptions

The total pension liability for the June 30, 2017 measurement date was determined by an actuarial valuation as of July 1, 2016, which rolled forward to June 30, 2017. These actuarial valuations used the following assumptions:

	<u>June 30, 2017</u>	<u>June 30, 2016</u>
Inflation	2.25 Percent	3.08 Percent
Salary Increases (based on age)		
Through 2026	1.65-4.15 Percent	1.65-4.15 Percent
Thereafter	2.65-5.15 Percent	2.65-5.15 Percent
Investment Rate of Return	7.00 Percent	7.65 percent

Preretirement mortality rates were based on the RP-2000 Employee Preretirement Mortality Table for male and female active participants. For State employees, mortality tables are set back 4 years for males and females. For local employees, mortality tables are set back 2 years for males and 7 years for females. In addition, the tables provide for future improvements in mortality from the base year of 2013 using a generational approach based on the plan actuary's modified MP-2014 projection scale. Postretirement mortality rates were based on the RP-2000 Combined Healthy Male and Female Mortality Tables (set back 1 year for males and females) for service retirements and beneficiaries of former members and a one-year static projection based on mortality improvement Scale AA.

In addition, the tables for service retirements and beneficiaries of former members provide for future improvements in mortality from the base year of 2013 using a generational approach based on the plan actuary's modified MP-2014 projection scale. Disability retirement rates used to value disabled retirees were based on the RP-2000 Disabled Mortality Table (set back 3 years for males and set forward 1 year for females).

The actuarial assumptions used in the July 1, 2016 valuation were based on the results of an actuarial experience study for the period July 1, 2011 to June 30, 2014. It is likely that future experience will not exactly conform to these assumptions. To the extent that actual experience deviates from these assumptions, the emerging liabilities may be higher or lower than anticipated. The more the experience deviates, the larger the impact on future financial statements.

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(6) ACCOUNTING AND FINANCIAL REPORTING FOR PENSION PLAN (CONTINUED)

Public Employees Retirement System (PERS) (Continued)

Long-Term Rate of Return

In accordance with State statute, the long-term expected rate of return on plan investments (7.00% at June 30, 2017 and 7.65 at June 30, 2016) is determined by the State Treasurer, after consultation with the Directors of the Division of Investment and Division of Pensions and Benefits, the board of trustees and the actuaries. The long-term expected rate of return was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic rates of return for each major asset class included in PERS's target asset allocation as of June 30, 2017 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>6/30/2017</u> Long-Term Expected Real Rate of Return
Absolute Return/Risk Mitigation	5.00%	5.51%
Cash	5.50%	1.00%
U. S. Treasuries	3.00%	1.87%
Investment Grade Credit	10.00%	3.78%
Public High Yield	2.50%	6.82%
Global Diversified Credit	5.00%	7.10%
Credit Oriented Hedge Funds	1.00%	6.60%
Debt Related Private Equity	2.00%	10.63%
Debt Related Real Estate	1.00%	6.61%
Private Real Estate	2.50%	11.83%
Equity Related Real Estate	6.25%	9.23%
US Equity	30.00%	8.19%
Non-U.S. Developed Market Equity	11.50%	9.00%
Emerging Markets Equity	6.50%	11.64%
Buyouts Venture Capital	8.25%	13.08%
	<u>100.00%</u>	

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

(6) ACCOUNTING AND FINANCIAL REPORTING FOR PENSION PLAN (CONTINUED)

Public Employees Retirement System (PERS) (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 5.00% and 3.98% as of June 30, 2017 and 2016, respectively. This single blended discount rate was based on the long-term expected rate of return on pension plan investments of 7.00% and 7.65%, and a municipal bond rate of 3.58% and 2.85% as of June 30, 2017 and 2016, respectively, based on the Bond Buyer Go 20-Bond Municipal Bond Index which includes tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made based on the contribution rate in the most recent fiscal year. The State employer contributed 40% of the actuarially determined contributions and the local employers contributed 100% of their actuarially determined contributions. Based on those assumptions, the plan's fiduciary net position was projected to be available to make projected future benefit payments of current plan members through 2040. Therefore, the long-term expected rate of return on plan investments was applied to projected benefit payments through 2040 and the municipal bond rate was applied to projected benefit payments after that date in determining the total pension liability.

Sensitivity of the collective net pension liability to changes in the discount rate

The following presents the collective net pension liability of the participating employers as of June 30, 2017 respectively, calculated using the discount rate as disclosed above as well as what the collective net pension liability would be if it was calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	June 30, 2017		
	1% Decrease <u>4.00%</u>	At Current Discount Rate <u>5.00%</u>	1% Increase <u>6.00%</u>
Joint Meeting's proportionate share of the pension liability	\$35,931,879	\$28,964,057	\$23,158,998

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued Financial Report for the State of New Jersey Public Employees Retirement System (PERS).

JOINT MEETING OF ESSEX & UNION COUNTIESNOTES TO FINANCIAL STATEMENTSDECEMBER 31, 2017 AND 2016**(7) NET POSITION**

The components of net position are as follows:

	<u>December 31,</u>	
	<u>2017</u>	<u>2016</u>
Net Position:		
Net Investment in Capital Assets	\$123,773,276	\$140,030,665
Restricted for:		
Industrial Pretreatment	1,697,982	1,531,239
Unemployment	50,105	82,436
Capital Improvement	5,571,953	5,942,153
Sewer Rehabilitation	664,319	660,766
Unrestricted Net Position	4,575,942	4,575,942
Net Pension Liability	<u>(27,043,272)</u>	<u>(25,720,839)</u>
Total Net Position	<u>\$109,290,305</u>	<u>\$127,102,362</u>

**(8) SUBSEQUENT EVENTS**

The Joint Meeting has evaluated subsequent events occurring after the financial statement date through May 11, 2018, which is the date the financial statements were available to be issued. Based on this evaluation, the Joint Meeting has determined that no subsequent events have occurred which require disclosure in the financial statements.

**(9) LITIGATION, CLAIMS AND CONTINGENT LIABILITIES**

In the ordinary conduct of its business, the Joint Meeting may be a party to litigation. At December 31, 2017, in the opinion of management based upon consultation with legal counsel, there were no matters pending or threatened which would have a material adverse effect on the financial position of the Joint Meeting.

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## **SUPPLEMENTARY INFORMATION**

## JOINT MEETING OF ESSEX &amp; UNION COUNTIES

BALANCE SHEET  
DECEMBER 31, 2017

	OPERATING AND MAINTENANCE FUND	CONSTRUCTION FUND	TOTAL
<u>ASSETS</u>			
Cash and Cash Equivalents	\$ 10,590,863	\$ 9,464,665	\$ 20,055,528
Accounts Receivable	789,976		789,976
Property, Plant and Equipment - Net of Depreciation		123,773,276	123,773,276
Interfund		683,230	683,230
<u>TOTAL ASSETS</u>	<u>\$ 11,380,839</u>	<u>\$ 133,921,171</u>	<u>\$ 145,302,010</u>
<u>LIABILITIES, RESERVES AND FUND BALANCES</u>			
Liabilities:			
Accounts Payable	\$ 760,425		\$ 760,425
Accrued Expenses	3,228,794		3,228,794
Due to Municipalities	4,295,984		4,295,984
Interfund	683,230		683,230
	<u>8,968,433</u>		<u>8,968,433</u>
Reserves:			
Industrial Pretreatment	1,697,982		1,697,982
Unemployment	50,105		50,105
Sewer Rehabilitation	664,319		664,319
Capital Improvement		\$ 5,571,953	5,571,953
	<u>2,412,406</u>	<u>5,571,953</u>	<u>7,984,359</u>
Fund Balances:			
Municipal Assessments		54,585,418	54,585,418
Contributed Capital-Grants		49,712,219	49,712,219
Capital Assets		24,051,581	24,051,581
		<u>128,349,218</u>	<u>128,349,218</u>
<u>TOTAL LIABILITIES, RESERVES AND FUND BALANCES</u>	<u>\$ 11,380,839</u>	<u>\$ 133,921,171</u>	<u>\$ 145,302,010</u>

SCHEDULE 2JOINT MEETING OF ESSEX & UNION COUNTIES

STATEMENT OF REVENUE, EXPENSES AND  
CHANGES IN FUND BALANCE  
FOR THE YEAR ENDED DECEMBER 31, 2017

	OPERATING AND MAINTENANCE FUND	CONSTRUCTION FUND	TOTAL
<u>Revenue</u>			
Municipal Assessments	\$ 34,272,853	\$	\$ 34,272,853
Interest Income	44,802		44,802
Miscellaneous Income	1,009,656	597,882	1,607,538
Fixed Assets		2,288,139	2,288,139
<u>Total Revenue</u>	<u>35,327,311</u>	<u>2,886,021</u>	<u>38,213,332</u>
<u>Expenses</u>			
Operating and Maintenance	31,031,327	597,882	31,629,209
Depreciation		18,545,528	18,545,528
<u>Total Expenses</u>	<u>31,031,327</u>	<u>19,143,410</u>	<u>50,174,737</u>
Net Income/(Loss)	4,295,984	(16,257,389)	(11,961,405)
Less: Refund to Municipalities	<u>4,295,984</u>		<u>4,295,984</u>
Net Increase (Decrease)	- 0 -	(16,257,389)	(16,257,389)
Fund Balance, January 1	<u>- 0 -</u>	<u>40,308,970</u>	<u>40,308,970</u>
Fund Balance, December 31	<u>\$ - 0 -</u>	<u>\$ 24,051,581</u>	<u>\$ 24,051,581</u>

SCHEDULE 3

JOINT MEETING OF ESSEX & UNION COUNTIES

SCHEDULE OF RESERVES  
FOR THE YEAR ENDED DECEMBER 31, 2017

	<u>SEWER REHABILITATION</u>	<u>CAPITAL IMPROVEMENT</u>	<u>INDUSTRIAL PRETREATMENT</u>	<u>UNEMPLOYMENT</u>
Balance, January 1, 2017	\$ 660,766	\$ 5,942,153	\$ 1,531,239	\$ 82,436
Increased by Receipts:				
Budget Transfer		1,250,000		
Capital Funds		597,882		
Permit Fees			10,500	
Fines			203,340	
Interest Income	3,553	70,057	8,748	332
	<u>3,553</u>	<u>1,917,939</u>	<u>222,588</u>	<u>332</u>
Decreased by Disbursements:				
Project Costs		2,288,139		
Other		2,288,139	55,845	32,663
	<u>2,288,139</u>	<u>55,845</u>	<u>32,663</u>	
Balance, December 31, 2017	\$ 664,319	\$ 5,571,953	\$ 1,697,982	\$ 50,105

SCHEDULE 4JOINT MEETING OF ESSEX & UNION COUNTIES

SCHEDULE OF OPERATING AND MAINTENANCE EXPENSE  
COMPARED TO BUDGET  
FOR THE YEAR ENDED DECEMBER 31, 2017

	<u>2017 BUDGET</u>	<u>2017 ACTUAL</u>	(OVER) UNDER <u>BUDGET</u>
Vehicles	\$ 91,000	\$ 53,300	\$ 37,700
Equipment Rental	300,000	313,699	(13,699)
Insurance	835,374	970,877	(135,503)
Water Service	138,500	136,820	1,680
Electric Service	1,160,120	755,533	404,587
Gas Service	496,200	604,201	(108,001)
Fuel, Oil and Kerosene	226,500	13,826	212,674
Sewer Maintenance	60,000		60,000
Meter Repairs	317,000		317,000
Major Equipment	715,500		715,500
Chemicals	2,673,263	2,076,720	596,543
Sludge Disposal	3,402,000	2,561,123	840,877
Salaries and Wages	3,354,918	2,035,948	1,318,970
Technical and Professional Services	953,300	2,131,072	(1,177,772)
Labor	6,720,787	8,049,414	(1,328,627)
Printing/Stationery	24,000	2,145	21,855
Miscellaneous Expenses	583,227	479,818	103,409
General Maintenance (Supplies)	2,318,000	2,753,315	(435,315)
Reserve Contingencies Fund	180,000		180,000
Building and Grounds	70,000	101,323	(31,323)
Pension Fund	1,172,934	1,174,116	(1,182)
Social Security & Medicare	778,951	735,199	43,752
Hospital Plan	3,542,521	3,344,750	197,771
Uniform/Safety Shoes/Security	120,000	163,452	(43,452)
Screening Disposal	160,000	203,939	(43,939)
State Unemployment/Disability	50,000	13,243	36,757
Executive Committee	88,945	103,769	(14,824)
Counsel Fees	300,000	261,008	38,992
Administrative Group Plan	364,061	69,631	294,430
Union Welfare Fund		64,272	(64,272)
Replacement Fund	1,250,000	1,250,000	
NJPDES Permit	568,700	551,792	16,908
Miscellaneous Permits/Fees		57,021	(57,021)
 <b>TOTAL</b>	 <b>\$ 33,015,801</b>	 <b>\$ 31,031,327</b>	 <b>\$ 1,984,474</b>

SCHEDULE "R-1"

JOINT MEETING OF ESSEX AND UNION COUNTIES  
SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY  
PUBLIC EMPLOYEES RETIREMENT SYSTEM  
LAST TEN YEARS

<u>Fiscal Year Ending June 30,</u>	<u>Authority's Proportion Share of the Net Pension Liability (Asset)</u>	<u>Authority's Proportionate Share of the Net Pension Liability (Asset)</u>	<u>Covered-Employee Payroll</u>	<u>Authority's Proportion Share of the Net Pension Liability (Asset)</u>	<u>Plan Fiduciary Net Position as a percentage of the total Pension Liability</u>
2014	0.113172770%	\$	21,189,038	\$	254.56%
2015	0.1224750550%	\$	27,493,196	\$	40.71%
2016	0.1265728364%	\$	37,487,244	\$	42.74%
2017	0.1244245962%	\$	28,964,057	\$	42.32%

Note: Schedule is intended to show ten year trend. Additional years will be reported as they become available.

SCHEDULE "R-2"

JOINT MEETING OF ESSEX AND UNION COUNTIES  
SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS  
PUBLIC EMPLOYEES RETIREMENT SYSTEM  
LAST TEN YEARS

Fiscal Year Ending June 30.	Contractually Required <u>Contribution</u>	Contributions in Relation to the Contractually Required <u>Contributions</u>		Contribution Deficiency (Excess)	Authority's Covered- Employee Payroll	Contributions as a Percentage of Covered- Employee Payroll
		\$	\$			
2014	\$ 932,980	\$ 932,980	\$	-0-	\$ 8,323,674.00	11.21%
2015	\$ 1,052,957	\$ 1,052,957	\$	-0-	\$ 8,809,915.00	11.95%
2016	\$ 1,124,455	\$ 1,124,455	\$	-0-	\$ 8,825,408.00	12.74%
2017	\$ 1,174,116	\$ 1,174,116	\$	-0-	\$ 9,001,706.00	13.04%

SCHEDULE "R-3"

JOINT MEETING OF ESSEX AND UNION COUNTIES  
SCHEDULES RELATED TO ACCOUNTING AND REPORTING FOR PENSION (GASB 68)  
NOTE TO RSI III  
FOR THE YEAR ENDED DECEMBER 31, 2017

PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

Change in benefit terms

None

Change in assumptions

The calculation of the discount rate used to measure the total pension liability is dependent upon the long-term expected rate of return, and the municipal bond index rate. There was a change in the municipal bond index rate from the prior measurement date (2.85%) to the current measurement date (3.58%), resulting in a change in the discount rate from 3.98% to 5.00%. This change in the discount rate is considered to be a change in actuarial assumptions under GASB No. 68.

## **SINGLE AUDIT SECTION**



# SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

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## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Members of the Board  
Joint Meeting of Essex & Union Counties  
500 South First Street  
Elizabeth, New Jersey 07202

We have audited, in accordance with the auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Joint Meeting of Essex & Union Counties as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Joint Meeting of Essex & Union Counties' financial statements, and have issued our report thereon dated May 11, 2018.

### *Internal Control Over Financial Reporting*

In planning and performing our audit of the financial statements, we considered the Joint Meeting of Essex & Union Counties' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the Joint Meeting of Essex & Union Counties' internal control. Accordingly, we do not express an opinion on the effectiveness of the Joint Meeting of Essex & Union Counties' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

## SUPLEE, CLOONEY & COMPANY

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

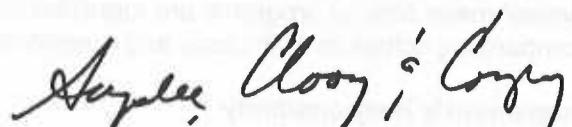
### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Joint Meeting of Essex & Union Counties' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### ***Purpose of This Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

May 11, 2018





# SUPLEE, CLOONEY & COMPANY

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## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Members of the Board  
Joint Meeting of Essex & Union Counties  
500 South First Street  
Elizabeth, New Jersey 07202

### ***Report on Compliance for Each Major Federal Program***

We have audited the Joint Meeting of Essex & Union Counties' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Joint Meeting of Essex & Union Counties' major federal programs for the year ended December 31, 2017. The Joint Meeting of Essex & Union Counties' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the Joint Meeting of Essex & Union Counties' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Joint Meeting of Essex & Union Counties' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

## SUPLEE, CLOONEY & COMPANY

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Joint Meeting of Essex & Union Counties' compliance.

### ***Opinion on Each Major Federal Program***

In our opinion, the Joint Meeting of Essex & Union Counties complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2017.

### ***Report on Internal Control Over Compliance***

Management of the Joint Meeting of Essex & Union Counties is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Joint Meeting of Essex & Union Counties' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Joint Meeting of Essex & Union Counties' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

May 17, 2018



SCHEDULE 7

JOINT MEETING OF ESSEX & UNION COUNTIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2017

<u>FEDERAL GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL C.F.D.A. NUMBER</u>	<u>AWARD</u>	<u>GRANT PERIOD</u>	<u>RECEIPTS</u>	<u>EXPENDITURES</u>	<u>SUBGRANTEE EXPENDITURES</u>
<u>Direct Programs</u>						
Department of Environmental Protection Agency Passed Thru: NJ Department of Environmental Protection	66.458	\$ 12,802,000	01/01/16 12/31/16	\$ 760,093	\$ 760,093	\$ - 0 -

JOINT MEETING OF ESSEX & UNION COUNTIES

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED DECEMBER 31, 2017

NOTE 1: GENERAL

The accompanying schedule of expenditures of federal awards presents the activity of all federal awards programs of Joint Meeting of Essex & Union Counties. The Joint Meeting is defined in the Notes to the Joint Meeting's basic financial statements. All federal financial awards received directly from federal agencies, as well as federal financial awards passed through other governmental agencies, is included on the Schedule of Expenditures of Federal Awards.

NOTE 2: BASIS OF ACCOUNTING

The accompanying schedule of expenditures of federal awards is presented using the accrual basis of accounting.

NOTE 3: RELATIONSHIP TO BASIC FINANCIAL STATEMENTS

Amounts reported in the accompanying schedule agree with amounts reported in the Joint Meeting's basic financial statements.

NOTE 4: RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Amounts reported in the accompanying schedule agree with the amounts reported in the related federal financial reports.

NOTE 5: OTHER

Matching contributions expended by the Joint Meeting of Essex & Union Counties in accordance with terms of the various grants are not reported in the accompanying schedules.

NOTE 6: LOANS

The Joint Meeting of Essex & Union Counties had year-end loan balances of \$-0- for Reimbursement Loans, Loan Advances and Revolving Loans.

JOINT MEETING OF ESSEX & UNION COUNTIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2017

**Section I - Summary of Auditor's Results**

**Financial Statements**

(1) Type of Auditor's Report Issued: Unmodified

(2) Internal Control Over Financial Reporting:

(a) Material weaknesses identified? No

(b) Significant deficiencies identified that are not considered to be material weaknesses? No

(3) Noncompliance material to the basic financial statements noted? No

**Federal Program(s)**

(1) Internal Control Over Major Federal Programs:

(a) Material weaknesses identified? No

(b) Significant deficiencies identified that are not considered to be material weaknesses? No

(2) Type of Auditor's Report issued on compliance for major federal program(s)? Unmodified

(3) Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance? No

(4) Identification of Major Federal Program(s):

<u>Program</u>	<u>CFDA</u>
Department of Environmental Protection Agency; Passed Thru NJ Department of Environmental Protection	66.458

(5) Program Threshold Determination:

Type A Federal Program Threshold  $\geq \$750,000.00$

Type B Federal Program Threshold  $\geq \$187,500.00 < \$750,000.00$

(6) Auditee qualified as a low-risk auditee under OMB Uniform Guidance? Yes

JOINT MEETING OF ESSEX & UNION COUNTIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2017

**Section II - Financial Statement Audit - Reported Findings Under Government Auditing Standards**

**Internal Control Findings**

None Reported

**Compliance Findings**

None Reported

**Section III - Findings and Questioned Costs Relative to Major Federal Programs**

Federal Programs - None Reported

JOINT MEETING OF ESSEX & UNION COUNTIES

SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED DECEMBER 31, 2017

Federal Programs - None Reported