



# Common Council of the City of Summit

Closed Session Agenda for *Monday, September 17, 2018*

**7 : 0 0 p m – 7 : 2 0 p m**

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

## **ADEQUATE NOTICE**

### **RESOLUTION – Authorize Closed Session**

1. Collective Bargaining Matters - NJSA 10:4-12.B (4)
2. Purchase, lease or acquisition of property with public funds - NJSA 10:4-12.b (5)
3. Public safety tactics and techniques - NJSA 10:4-12.b (6)
4. Litigation and/or attorney-client privilege matters - NJSA 10:4-12.b (7)
5. Contract Negotiations (not collective bargaining) - NJSA 10:4-12.b (7)
6. Personnel and Appointments matters - NJSA 10.4-12.b (8)

- Extension of Injury Leave With and Without Pay - DPW Employees (2)

- Memo - R. Licatase, re Unfilled Appointments

- Mayor's Appointments:

(confirmation required)

- Arts Committee (7)
- Community Programs Advisory Board (1)
- Rent Commission (2P) (1L)
- Technology Advisory Committee (1)

(no confirmation required)

- None

- Known for discussion

- \* Known for consideration

- ♦ Council Appointments:

- Economic Development Advisory Committee (1 At-large)
- Parking Advisory Committee, Summit (1)
- Recycling Advisory Committee (1 citizen-at-large)
- Shade Tree Advisory Board (1 Bldr/ Developer Rep.)
- \*Transfer Station Task Force At-Large (5); Council (3); DCP (1) and DCS (1); CPAB (1), RAC (1) and EC (1)

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 Monday, September 17, 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**

**Thursday (9/13)**      **4:00 pm – 5:00 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)**

**Thursday**      8:00 am – 9:00 am      Police Chief's Conf. Room  
9:00 am – 10:00 am      Police Chief's Conf. Room  
Gould, Bowman Mayor Radest, Rogers, Evers, Weck

**WORKS COMMITTEE**

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

**LAW COMMITTEE**

**Monday**      **5:15 pm – 6:00 pm**      Clerk's Law Library  
McTernan, Gould, Rogers, Licatense, 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 – 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 Minutes of September 4, 2018

### **REPORTS**

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

## **CEREMONIAL AWARDS**

- Mayor's Proclamation - Constitution Week – Lois Hageman, 1<sup>st</sup> Vice Regent – Daughters of the American Revolution - Summit Beacon Chapter

## **PRESENTATIONS**

- Wallace Road Improvement Update - Aaron Schrager, City Engineer/Dep. DCS Director
- Traffic Signal Update - Aaron Schrager, City Engineer/Dep. DCS Director

## **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>
---------------	--------------	--------------------------

### **BUILDINGS AND GROUNDS**

18-3173	<b>AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED: "ORDINANCE GRANTING PERMISSION TO HOLD A PRIVATE SALE OF A PORTION OF THE REAL PROPERTY ON BLOCK 3204, LOT 7, LOCATED ON 1000 SUMMIT AVENUE, IN THE CITY OF SUMMIT, COUNTY OF UNION, AND STATE OF NEW JERSEY." TO INCLUDE THE MINIMUM PRICE OF THE PROPERTY</b> <i>(amend ordinance 18-3164 to include minimum price of property known as 1000 Summit Avenue, Block 3204, Lot 7)</i>	09/4/18
---------	--	---------

## **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>
---------------	--------------	--------------------------

### **BUILDINGS AND GROUNDS**

18-3173	<b>AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED: "ORDINANCE GRANTING PERMISSION TO HOLD A PRIVATE SALE OF A PORTION OF THE REAL PROPERTY ON BLOCK 3204, LOT 7, LOCATED ON 1000 SUMMIT AVENUE, IN THE CITY OF SUMMIT, COUNTY OF UNION, AND STATE OF NEW JERSEY." TO INCLUDE THE MINIMUM PRICE OF THE PROPERTY</b> <i>(amend ordinance 18-3164 to include minimum price of property known as 1000 Summit Avenue, Block 3204, Lot 7)</i>	09/4/18
---------	--	---------



## **ORDINANCE(S) FOR INTRODUCTION**

*\*Hearings will be at the meeting indicated below, unless otherwise noted*

<u>Number</u>	<u>Title</u>	<u>Hearing Date</u>
---------------	--------------	---------------------

### **WORKS**

(ID # 5888)	<b>AN ORDINANCE AMENDING THE CODE, CHAPTER VII, TRAFFIC, SECTION 7-14, LOADING ZONES</b>	10/2/18
-------------	--	---------

### **BUILDINGS AND GROUNDS**

(ID # 5927)	<b>AN ORDINANCE TO DECLARE AIR RIGHTS NO LONGER NEEDED FOR MUNICIPAL USE AND GRANT PERPETUAL AIR RIGHTS EASEMENT AT 300 ALLEY IN THE CITY OF SUMMIT, COUNTY OF UNION AND STATE OF NEW JERSEY AND RELEASE ALL PUBLIC RIGHTS AND INTERESTS THEREIN RESULTING FROM ANY DEDICATION THEREOF. (Grant Air Rights at 300 Alley to Owner of Real Property at 40 Beechwood Road)</b>	10/2/18
-------------	--	---------

## **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.)*

### **GENERAL SERVICES**

(ID # 5909)	Authorize Change Orders #5 through #12 - Community Center Renovation Project - \$133,598.00
-------------	---

### **BUILDINGS AND GROUNDS**

(ID # 5887)	Appoint Transfer Station Task Force Members ( <i>Pending Closed Session Discussion</i> )
-------------	--

### **WORKS**

(ID # 5897)	1. Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Village Green Pedestrian Safety Project: Phase 3
(ID # 5896)	2. Approval to Submit a FY 2019 Grant Application and Execute a FY 2019 Grant Agreement with the New Jersey Department of Transportation for the New Providence Avenue- Priority 2
(ID # 5895)	3. Approval to Submit a FY2019 Grant Application and Execute a FY 2019 Grant Agreement with the New Jersey Department of Transportation for the Butler Parkway Improvement Project - Priority 1

## **WORKS**

- (ID # 5894) 4. Approval to Submit a Grant Application and Execute a Grant Agreement with the New Jersey Department of Transportation for the Summit Station Safe Streets to Transit Project

## **FINANCE/PERSONNEL**

- (ID # 5922) 1. Extension of Injury Leave With and Without Pay - DPW Employee #1 (*Pending Closed Session Discussion*)
- (ID # 5923) 2. Extension of Injury Leave With Pay - DPW Employee #2 - (*Pending Closed Session Discussion*)

## **CONSENT AGENDA**

### **WORKS**

- (ID # 5907) 1. Authorize Performance Bond Release - 25 Chatham Road - ZB-15-1747
- (ID # 5900) 2. Authorize Bid Advertisement - Village Green Phase II Improvement Project
- (ID # 5890) 3. Authorize Bid Advertisement - Springfield Avenue Project, City Hall Portion

### **FINANCE/PERSONNEL**

- (ID # 5937) 1. Authorize 2018 League Conference Attendance
- (ID # 5933) 2. Amend Budget - Chapter 159 - Investors Foundation Grant Award
- (ID # 5917) 3. Authorize Refund - Overpayment of Third Quarter 2018 Taxes
- (ID # 5904) 4. Refund Overpayment of 2018 Sewer Utility Charges
- (ID # 5910) 5. Authorize Refunds - Department of Community Programs
- (ID # 5496) 6. Authorize Parking Refunds - Summit SmartCard, Prepaid Parking, and Overnight Parking Permits
- (ID # 5730) 7. 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).*

## **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.)*

### **Ordinances and Resolutions Other Governing Bodies**

Union Township - Resolution, re private billboards

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

2017 Audit and Financial Statements - New Providence, Summit, Millburn Joint Dispatch  
Emergency Services Center

## **ORDINANCES AND RESOLUTIONS EXPLANATION:**

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

### **Ordinances:**

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

---

### **Resolutions:**

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

City Clerk’s Office



**B&G (OH)**

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: August 28, 2018

At the May 1, 2018 meeting of the Mayor and Common Council, an ordinance was passed (#5610) declaring a strip of land along 1000 Summit Avenue no longer needed for public use and authorizing the City to begin the negotiation of the sale to the adjacent contiguous owner. Acquisition of the land was a condition of the approval of a zoning board application in September 2017 for the development of residential units at 248-250 Morris Avenue. The property was professionally appraised at a value of \$40,000.00. The adjacent owner has agreed to use the City's appraised cost as the purchase price. At this time, the Department is recommending the sale of this parcel of land for a fee of \$40,000.00 in accordance with N.J.S.A. 40A:12-13(b)(5).

<b>ORDINANCE #</b>	<b>18-3173</b>
Introduction Date:	9/4/2018
Hearing Date:	9/17/2018
Passage Date:	
Effective Date:	9/27/18

**An Ordinance to Amend an Ordinance Entitled: "Ordinance Granting Permission to Hold a Private Sale of a Portion of the Real Property on Block 3204, Lot 7, Located on 1000 Summit Avenue, in the City of Summit, County of Union, and State of New Jersey." to Include the Minimum Price of the Property (amend ordinance 18-3164 to include minimum price of property known as 1000 Summit Avenue, Block 3204, Lot 7)**

*Ordinance Summary: The purpose of this ordinance is to amend Ordinance 18-3164, which authorized the private sale of a portion of the real property located on Block 3204, Lot 7, known as 1000 Summit Avenue, on the tax map of the City of Summit to the owners of the contiguous property, in accordance with N.J.S.A. 40A:12-13.2 and N.J.S.A. 40A:12-13(b)(5), to include the minimum price of the property.*

WHEREAS, on May 1, 2018 the Common Council of the City of Summit adopted Ordinance 2018-3164 authorizing the private sale of property located on Block 3204, Lot 7 to Manuel and Adriana Costeira, the sole owners of real property contiguous to the subject property, pursuant to N.J.S.A. 40A:12-13(b)(5); and

WHEREAS, the City Engineering Department received an Appraisal of Property dated April 23, 2018 submitted by Certified Residential Appraisal Joseph T. Sodano, SRA, SCRREA, SCRNP, NJ License #42RC00013700, who appraised the property as of April 12, 2018 and estimated the Market Value of the property based on a price per square foot to be \$40,000.00; and

WHEREAS, N.J.S.A. 40A:12-13(b)(5) requires that the minimum price of the property to be sold at private sale be included in the ordinance authorizing the sale;

WHEREAS, Ordinance 2018-3164 did not include the minimum price as required by N.J.S.A. 40A:12-13(b)(5); and

WHEREAS, the Common Council now wishes to amend Ordinance 2018-3164 to set the minimum price for private sale of the subject property at \$40,000.00.

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

Section 1. Ordinance 18-3164 which authorized the private sale of City-owned property located on Block 3204, Lot 7 to Manuel and Adriana Costeira, the contiguous landowners, pursuant to N.J.S.A. 40A:12-13(b)(5) is hereby amended to include the minimum price of \$40,000.00.

Section 2. Any ordinance in conflict with the provisions of this ordinance is repealed to the extent of such conflict.

Dated:

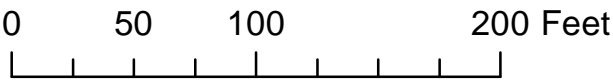
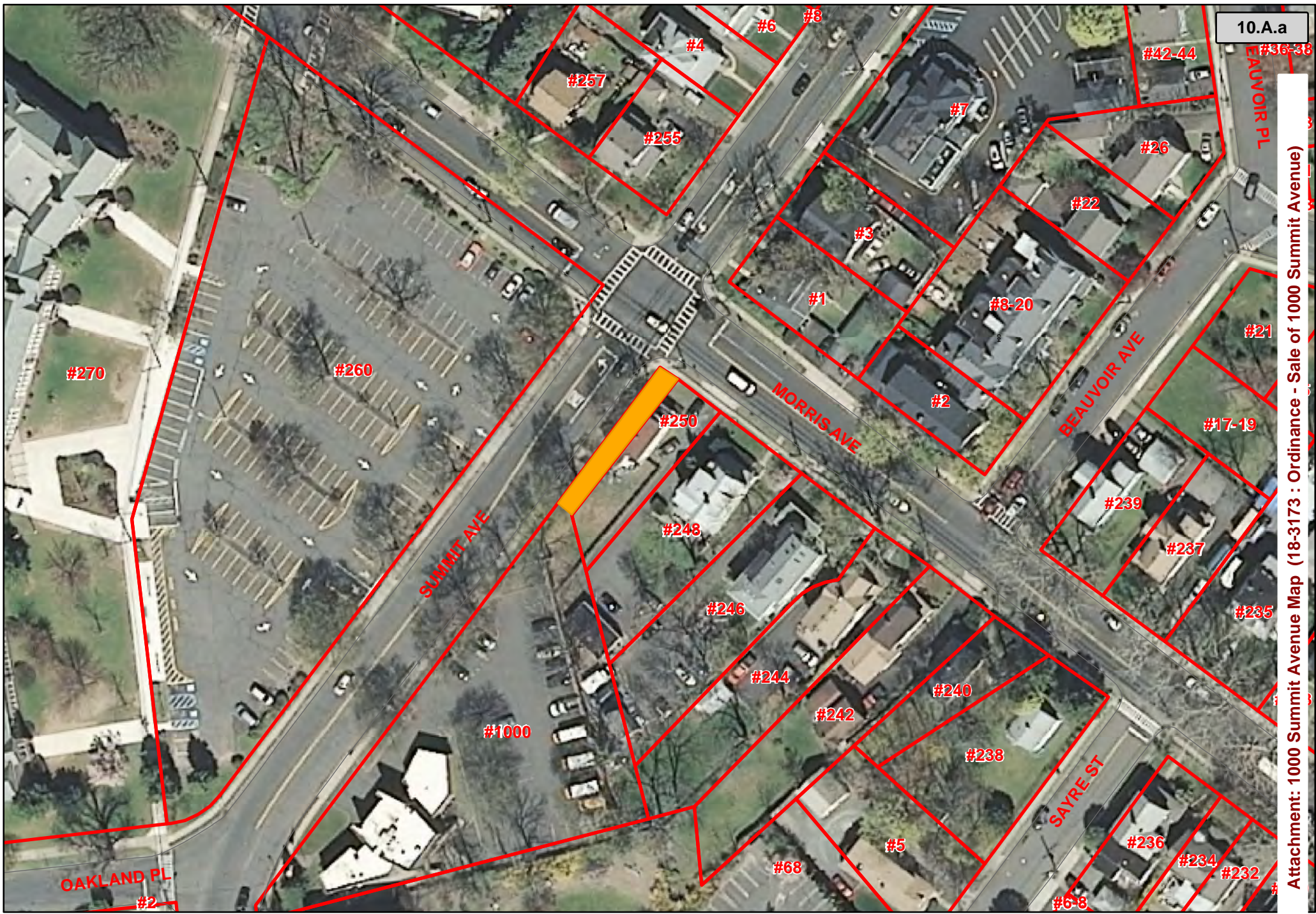
I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing ordinance was duly passed by the Common Council of said City at a regular meeting held on

Approved:

Mayor

City Clerk









TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 7, 2018

**SUMMARY**

Only three (3) loading zones within the downtown are currently identified by the City's Ordinance. Over the last few months the Division has been working with the Police Department and SDI to identify the locations detailed on the map. These have been reviewed and approved by all parties in addition to the Safety Committee. Once approved, it provides the City the ability to enforce commercial parking. Additionally, upon approval, the Division and Police Department will work together to develop means of clearly identifying the loading zones through signs and striping.



<b>ORDINANCE #</b>	<b>(ID # 5888)</b>
Introduction Date:	9/17/2018
Hearing Date:	10/2/2018
Passage Date:	
Effective Date:	

## An Ordinance Amending the Code, Chapter VII, Traffic, Section 7-14, Loading Zones

*Ordinance Summary: The purpose of this ordinance is to amend Chapter VII (Traffic), Section 7-14, Loading Zones, to eliminate the loading zone on the south side of Summit Avenue and to designate certain areas of Beechwood Road, Deforest Avenue, Springfield Avenue and the West side of Summit Avenue as a loading zones at specific times.*

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

Section 1. Section **7-14 LOADING ZONES** - The following described are hereby designated as loading zones for commercially registered vehicles only that are actively loading or unloading goods related to area businesses -- of the above entitled ordinance shall be amended and supplemented as follows:

<i>Name of Street</i>	<i>Time</i>	<i>Sides</i>	<i>Location</i>
<u>Beechwood Road</u>	<u>All</u>	<u>East</u>	<u>25' south from the crosswalk at Springfield Avenue, extending 55' south towards Bank Street</u>
<u>Deforest Avenue</u>		<u>North</u>	<u>West of Maple Avenue, 67' Feet from crosswalk towards Woodland Avenue</u>
<u>Deforest Avenue</u>		<u>North</u>	<u>East of Beechwood Road, 14' from crosswalk to 101' towards Summit Avenue</u>
Park Avenue	6:00 a.m. to 9:00 a.m. Monday – Saturday for a maximum of 15 minutes	North	By permit only as issued by the Police Department from a point 190 feet east of Broad Street extending 70 feet easterly therefrom.
<u>Springfield Avenue</u>	<u>All</u>	<u>North</u>	<u>West of Woodland Avenue, 25' from crosswalk to 65' from same crosswalk</u>
<u>Summit Avenue</u>	<u>All</u>	<u>South</u>	<del>Service Road behind the stores on the southerly side of Springfield Avenue and on the northerly side of Municipal</del>

<del>Parking Lot No. 2.</del>			
<u>Summit Avenue</u>	8:00 a.m. to 6:00 p.m. except Sunday	East	East side beginning at end of first parking space, 33' South of the same parking space towards Deforest Avenue
<u>Summit Avenue</u>	<u>9am – 2pm</u>	<u>West</u>	<u>25' from crosswalk at Deforest Avenue to 125' from the same crosswalk</u>
Union Place	All	North	North curb of the traffic island starting from Summit Avenue extending west to the end of the traffic island.

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 are indicated by underline, deletions by ~~strikeouts~~).

Dated:

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

Approved:

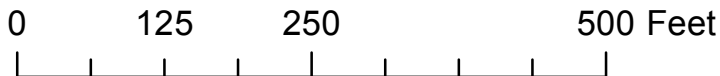
Mayor

City Clerk





Attachment: Loading Zone Map (5888 : Amend the Code, Chapter VII, Traffic, Section 7-14 Loading Zones)







**B&G (OI)**

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: September 6, 2018

Mayor Radest and Members of Common Council received correspondence in June, 2018 from SAF 367 Summit, LLC (developer) of 40 Beechwood Road requesting an air right easement over the 300 Alley. The 300 Alley is a public drive lane running parallel to private and public property, beginning at Beechwood Rd and terminating at Maple Street.

As a result of a land use board application and approval, the developer seeks to continue the use of an existing skywalk at the upper level of 367 Springfield Ave and 40 Beechwood Rd. The existing skywalk has existed for over 50 years. Based on research through title searches and historical data, there is no record of a formal legal recognition, such as, an air right easement.

A formal appraisal was provided to the City by ARD Appraisal Company, dated August 20, 2018, the appraisal is for the as- is market value of a perpetual air rights easement. The skywalk consumes approximately 170 square feet, which is 16 feet long, 10 feet 6 inches wide and 12 feet high. The skywalk is 13 feet 3 inches above the alleyway; the appraised value is \$750.

Therefore, the purpose of the request is to grant a perpetual air rights easement at 300 Alley to the property owner of 40 Beechwood Road. The proposed request will require the execution of an agreement between the City and SAF 367 Summit, LLC for the granting of the perpetual air rights easement. The agreement will be an attachment of the Ordinance and will outline conditions and responsibilities, such as, the maintenance and repair, insurance requirements, indemnification, termination default, assignments, mechanics liens and compliance with laws.

I have included with this memo a copy of the *Air Rights Easement Agreement* and a map delineating the area of the skywalk.

## **B&G (OI)**

<b>ORDINANCE #</b>	<b>(ID # 5927)</b>
Introduction Date:	9/17/2018
Hearing Date:	10/2/2018
Passage Date:	
Effective Date:	

**An Ordinance To Declare Air Rights No Longer Needed For Municipal Use And Grant Perpetual Air Rights Easement At 300 Alley In The City Of Summit, County Of Union And State Of New Jersey And Release All Public Rights And Interests Therein Resulting From Any Dedication Thereof. (Grant Air Rights At 300 Alley To Owner Of Real Property At 40 Beechwood Road.)**

*Ordinance Summary: The purpose of this ordinance is to grant a perpetual air rights easement at 300 Alley to the owner of the real property located at 40 Beechwood Road and 367 Springfield Avenue in accordance with N.J.S.A. 40A:12-13(b), as the air rights are no longer needed for municipal use.*

WHEREAS, New Jersey law provides that estates, rights and interests in areas above the surface of the ground may be validly created in persons or corporations other than the owner or owners of the land below such areas, and shall be deemed to be estates, rights and interests in lands; and

WHEREAS, SAF 367 Summit LLC, is the owner of certain real property located at 40 Beechwood Road and 367 Springfield Avenue, Summit New Jersey (the “Properties”); and

WHEREAS, the City is the owner of the air rights estate of certain real property located at 300 Alley, a 17.45 ft./15.94 ft. wide alleyway; and

WHEREAS, the Properties are connected by a three dimensional skywalk (approximately 170 sq. ft. ((16’ L x 10’6” W x 12’ H))); at a height of 13’3” above the alleyway; and

WHEREAS, SAF 367 Summit LLC desires to convert the skywalk into a conference room for the exclusive use of the occupants of 40 Beechwood Road; and

WHEREAS, SAF 367 Summit LLC seeks an air rights easement from the City to permit the use of the skywalk; and

WHEREAS, in the judgment of the Common Council of the City of Summit the air rights estate located at 300 Alley is no longer needed for public use; and

WHEREAS, the City received an Appraisal Report dated August 28, 2018 from ARD Appraisal Company, which appraised the as-is market value of a perpetual air rights easement as of August 20, 2018 at \$750.00.

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

Section 1. The Mayor and City Clerk be and they are hereby authorized to sign an agreement granting a perpetual air rights easement to SAF 367 Summit LLC in the amount of \$750.00 in accordance with N.J.S.A. 40A:12-13(b)(4).

Section 2. That after publication after final adoption, a certified copy of the ordinance together with proof of publication shall be forwarded to the Union County Register's Office, Court House, Elizabeth, New Jersey, and thereafter the Register's Certificate indicating the Book and Page of the recorded easement shall be attached to the Ordinance.

Section 3. Any ordinance in conflict with the provisions of this ordinance is repealed to the extent of such conflict.

Dated:

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

Approved:

Mayor

City Clerk

## **AIR RIGHTS EASEMENT**

**THIS AGREEMENT AND GRANT OF AIR RIGHTS EASEMENT** (the “Easement Agreement” or “Agreement”) is made\_\_\_\_\_, 2018, between **CITY OF SUMMIT**, a municipal corporation organized and existing under New Jersey laws, (the “Grantor”) and **SAF 367 SUMMIT, LLC**, a New Jersey limited liability company (the “Grantee”).

**WHEREAS**, Grantee is the owner of certain real property located at 40 Beechwood Road and 367 Springfield Avenue in the City of Summit, Union County, New Jersey (the “Properties”) as more fully described in **Exhibit A** attached to and made part of this Easement Agreement;

**WHEREAS**, the Grantor is the owner of the air rights estate of certain real property located at 300 Alley a 17.45 ft/15.94 ft wide alleyway as more fully described in **Exhibit B** attached to and made part of this Easement Agreement (the “Grantor’s Parcel”);

**WHEREAS**, the Properties are connected by a three dimensional space of a skywalk (approximately 170 sf (16’ L x 10’6” W x 12’ H) at a height above the Grantor’s Parcel of 13’3”) which has existed and has connected the buildings on the Properties for over 50 years (“the Connector”);

**WHEREAS**, there is an absence of a formal easement agreement confirming the air rights of the Grantee, its predecessors, successors and assigns with regard to the Connector;

**WHEREAS**, there is a desire between the Grantee and Grantor to formalize the existence of an air rights agreement and easement to permit the continued existence of the Connector;

**WHEREAS**, the Grantee desires to convert the Connector into a conference room for the exclusive use of the occupants at 40 Beechwood Road;

**NOW, THEREFORE**, the parties, intending to be legally bound, agree as follows:

Subject to the terms and conditions of this Easement Agreement, the City for itself, its successors and assigns hereby grants to Grantee, its successors and assigns:

### **1. Grant of Easement.**

1.1 A perpetual easement over a portion of Grantor’s Parcel, as more fully described in **Exhibit C** for the purpose of the continued use of the Connector described above.

### **2. Condition of Easement.**

2.1 Grantee agrees that its exercise of the Easement granted in this

Easement Agreement is subject to the "AS IS" condition of the Easement Area and the Connector, including all defects latent and patent. The City makes no representation as to the condition of the Easement Areas or their suitability for the uses intended by Grantee. Grantee agrees that any and all precautions required by Grantee for the safe exercise of the Easements shall be performed by Grantee and/or its contractors at no cost to the City.

2.2 Grantee shall be solely responsible, at its sole cost and expense, to take all steps necessary and desirable to prevent any injury or damage to all persons and property in, on or about the Easement Area arising in connection with Grantee's exercise of the Easement granted in this Easement Agreement.

### **3. Construction; Maintenance and Repair; Limitation.**

3.1 Grantee, at its sole cost and expense may demolish, construct and reconstruct improvements in the Easement Area (Grantee's improvement, renovation, demolition, construction and reconstruction in the Easement Area shall be referred to in this Agreement collectively as the "**Work**"); provided, however, that Grantee shall not perform any Work unless and until Grantee has obtained the City's prior, written approval of such Work, which shall not be unreasonably withheld or delayed.

3.2 Grantee shall, at its sole cost and expense, take all steps necessary and desirable to accomplish the safe and efficient completion of its Work and to prevent damage to all areas and improvements adjoining the Easement Area.

3.3 Grantee shall, at its sole cost and expense, operate and maintain the Easement Area in safe and good condition, including but not limited to the maintenance and repair of any Grantee's improvements contained in the Easement Area. The City shall have no responsibility whatsoever to construct, maintain or repair the Easement Area, including but not limited to the improvements located in, on or about the Easement Area; provided, however, that the City shall be responsible for the construction, maintenance and repair of any of the City's improvements, if any.

3.4 Except as explicitly provided in this Easement Agreement, Grantee's exercise of the Easement granted by City to the Grantee in this Easement Agreement shall not impair the City's use of the Easement Area in any manner whatsoever. The City shall not impair the Grantee's use of Easement Area; however, the City shall have rights under the Easement Area at any and all times as the City deems necessary and appropriate to maintain, repair, replace, install, and remove public utilities or roadways or accessways beneath the Easement Area and for all other municipal purposes. The City shall give Grantee prior written notice of any such work referenced in this paragraph and shall coordinate its work with Grantee in order to minimize disruption.

### **4. Term.**

4.1 This Easement Agreement shall commence as of the last date each of



the following shall have occurred (the “**Commencement Date**”): (a) this document shall have been fully executed; (b) all insurance documentation required under shall have been submitted to and approved by the City and (c) City Council shall have enacted a final resolution authorizing the City to enter into this Easement Agreement.

## 5. Insurance.

5.1 Grantee shall procure and maintain at its sole cost and expense, and shall cause its contractor(s) to procure and maintain at their respective cost and expense throughout the continuance of this Easement Agreement, insurance covering the exercise of the Easement granted in this Easement Agreement of the types and minimum limits of coverage specified below. All insurance shall be procured from reputable insurers who are acceptable to the City and authorized to do business in the State of New Jersey. In no event shall Grantee or its contractors perform any services or other work until Grantee has delivered or caused to be delivered to the City the required evidence of insurance coverage.

### 5.1.1 Workers Compensation & Employers’ Liability

- A. Workers’ Compensation - Statutory limit;
- B. Employers’ Liability:
  - \$500,000.00 Each Accident -Bodily Injury by Accident
  - \$500,000.00 Each Employee -Bodily Injury by Disease
  - \$500,000.00 Policy Limit -Bodily Injury by Disease
- C. Other states’ insurance including New Jersey.
- D. The Workers Compensation Policy shall be specifically endorsed with Waiver of Right to Recover from Others Endorsement.

### 5.1.2 General Liability Insurance

- A. Limit of Liability:
  - \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
  - \$1,000,000 personal and advertising injury;
  - \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations.

B. Coverage:

Premises operations;  
 Blanket contractual liability;  
 Personal injury liability (employee exclusion deleted);  
 Products and completed operations;  
 Independent contractors;  
 Employees as additional insureds;  
 Cross liability;  
 Broad form property damage liability (including completed operations and loss of use) liability and explosion, collapse, and underground hazards, care custody and control exemption excluded.

5.2 In addition to the requirements in Section 5.1, Grantee shall cause its contractors to procure and maintain at their respective cost and expense throughout the continuance of this Easement Agreement, the following insurance:

5.2.1 Umbrella Liability

Limit of Liability: \$3,000,000 per occurrence/aggregate over all applicable coverage.

5.3 The City and their respective officers, employees and agents, shall be named as additional endorsed insureds on all policies required under this Easement Agreement except the Workers Compensation and Employers' Liability. All such policies shall include an endorsement stating that the coverage afforded these parties as additional insureds will be primary to any other coverage available to them.

5.4 Certificates of Insurance and copies of the endorsement evidencing the required coverage for Grantee shall be submitted to the City, on the execution date of this Easement Agreement and at least five (5) business days prior to the exercise of the Easement granted pursuant to this Agreement. Grantee shall furnish certified copies of the original policies of all insurance required under this Easement Agreement at any time within ten (10) days after written request by the City.

5.5 All insurance policies shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or not renewed. At least ten (10) days prior to the expiration of each policy, Grantee shall deliver to the City a certificate or certificates evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

5.6 Grantee shall furnish the City with proof that the premiums for all insurance required hereunder have been paid in full. Such proof shall be provided in writing at the time of the delivery of the certificates of insurance.

5.7 In the event Grantee fails to cause such insurance to be maintained, the City shall not be limited in the proof of any damages which the City may claim against Grantee (or any other person or entity) of the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but the City shall also be entitled to recover as damages for such breach the uninsured amount of any loss, damages and expenses of suit and costs, suffered or incurred (not in excess of the amount of insurance required to be carried hereunder) during any period when Grantee shall have failed or neglected to provide insurance as required herein.

5.8 The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Easement Agreement by Grantee to the City or to limit Grantee's liability under this Easement Agreement to the limits of the policies of insurance required to be maintained by Grantee hereunder.

## **6. Indemnification.**

6.1 Grantee shall indemnify, defend, and hold harmless the City and their officials, directors, councilman, officers, employees, agents, successors and assigns (collectively, "**Indemnitees**") from and against any and all losses, claims, suits, actions, damages, expenses (including but not limited to attorneys' and experts' fees and litigation costs), and liabilities, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property (real or personal, and regardless of ownership), which occur or arise, in whole or in part, as a result of or in connection with (a) any work or thing done, or any violation of Applicable Law (defined in Section 8 below), in, on or about the Easement Area or any part of the Easement Area or in connection with this Agreement by Grantee, (b) any act or omission of Grantee, or any of its officers, employees, agents, contractors, servants, licensee, or invitees, or anyone for whom Grantee is legally responsible ("**Grantee Parties**"), (c) the use, non-use, possession, occupancy, operation, maintenance, or management of the Easement Area or any part of the Easement Areas by Grantee or any of its officers, employees, agents, contractors, servants, licensee, or invitees, or anyone for whom Grantee is legally responsible, (d) the exercise of any right and/or performance of any obligation by Grantee under or pursuant to this Agreement, (e) the condition of the Easement Areas or any part of the Easement Area, for which Grantee is responsible pursuant to this Easement Agreement, (f) any accident, injury, or damage to any person or property occurring in, on, or about the Easement Area or any part of the Easement Area, and (g) any failure on the part of Grantee to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in this Easement Agreement on Grantee's part to be kept; provided, however, that Grantee shall not be obligated to indemnify the Indemnitees, and the Indemnitees shall continue to be responsible for, any losses, claims, suits, actions, damages, expenses, or liabilities caused by the gross negligence or willful misconduct of the



Indemnitees or any of them, or the violation of any of the obligations of the Indemnitees pursuant to this Easement Agreement.

6.1.1 City shall cause its contractors performing work in the Easement Area to indemnify Grantee and Grantee Parties from and against any and all losses, claims, suits, actions, damages, expenses (including but not limited to attorneys' and experts' fees and litigation costs), and liabilities, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property (real or personal), which occur or arise, in whole or in part, as a result of or in connection with any work performed by contractor in, on or about the Easement Area or any part of the Easement Area.

6.1.2 Nothing contained herein shall waive or amend any defense or immunity which the Indemnitees may have under the New Jersey Tort Claims Act, or any similar or comparable local, state or federal law or statute.

6.2 If any action or proceeding is brought against the Indemnitees relating to any matter for which Grantee has indemnified the Indemnitees, then, upon written notice from the Indemnitees, or any of them, Grantee shall, at its sole cost and expense, resist or defend such action or proceeding by counsel reasonably approved by the City Solicitor in writing; provided that no approval of counsel shall be required in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated to so resist or defend such claim; and provided also that the City may engage at its expense its own counsel to participate in the defense of any such claim.

## **7. Termination: Default.**

7.1 Any breach, violation or failure by Grantee to comply with the provisions of this Easement Agreement shall constitute a default which shall permit the City to terminate or suspend this Easement Agreement and/or exercise all remedies available at law or equity, including but not limited to the right to seek specific performance.

7.2 The City shall have the right to terminate or suspend this Easement Agreement upon the occurrence of any of the following (each, an "Event of Default"):

7.2.1 Grantee uses any of the Easement Area for purposes other than those stated in this Easement Agreement;

7.2.2 Grantee abandons or discontinues use of any of the Easement Areas, other than on a temporary basis;

7.2.3 The Easement Area is no longer necessary for the purposes stated in this Easement Agreement; or Grantee abandons or discontinues use of any of the Easement Area, other than on a temporary basis;

7.3 Upon termination of this Easement Agreement, Grantee and its successors and assigns shall, without charge, execute, acknowledge and deliver to the City and its successors and assigns such instruments in recordable form as may be requested to confirm the termination of this Easement Agreement and the lapse, abandonment, termination or expiration of the rights granted in the Easement Area.

## 8. Compliance with Laws.

8.1 Grantee shall comply with all present and future federal, state and local laws, ordinances, order, rule regulations, building codes, and all other applicable governmental requirements (“**Applicable Law(s)**”), including but not limited to environmental law requirements and restrictions, in performing Work and exercising the Easement granted under this Easement Agreement. Grantee shall obtain or cause its contractor(s) to obtain any and all permits and approval required for each and every Work project and, to the extent required by Applicable Law, shall require that all Work be done by properly certified workers. This Easement Agreement shall not be construed to constitute an approval or permit required to be given by a City Department or agency under Applicable Law.

8.2 In conducting Work and in the exercise of the Easement, Grantee shall require its contractor(s) to take all steps necessary to prevent contractor’s creation of any condition which would cause **Contamination** (defined below) or increase any existing Contamination at the Easements Areas.

8.3 The term “**Contamination**” or “**Contaminants**” shall mean the uncontained presence of Hazardous Substances (defined below) in, on, or about the Easement Area in quantities or condition which may require remediation under Applicable Law.

8.4 The term “Hazardous Substance(s)” shall mean (i) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum and petroleum products, natural gas and synthetic gas, which are regulated by any Applicable Law, and shall include, but not be limited to, substances defined as “hazardous substances”, “hazardous wastes”, “toxic substances”, “pollutants”, or “contaminants” as those terms are used in any Applicable Law, and any and all materials and substances which by reason of their composition or characteristics are toxic or constitute hazardous waste under any and all Applicable Law, and any and all materials and substances which by reason of their composition or characteristics are toxic or constitute hazardous waste under any and all Applicable Law, and (ii) any an all other materials or substances that any governmental agency having appropriate



jurisdiction shall determine from time to time are harmful, toxic, or dangerous or are otherwise required to be removed, cleaned up or remediated.

## **9. Mechanics Liens.**

9.1 If any mechanics' or any other lien or claim is filed against the Easement Area, then Grantee shall, at its sole cost and expense, cause the same to be discharged by payment, bond or otherwise within thirty (30) days after the date on which Grantee receives written notice of the filing thereof. If Grantee shall fail to cause the same to be discharged of record within such thirty (30) day period, City may cause same to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any counterclaims, offsets or defenses thereto, and Grantee shall repay City on demand such amounts and all costs relating thereto plus 5% of those amounts and costs as an administrative fee.

9.2 Nothing contained in this Easement Agreement may be construed in any way as constituting the consent or request of the City, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific maintenance, repair, or other work in the Easement Area. Nothing contained in this Easement Agreement may be construed in any way as giving the Grantee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the interest of City in the Easement Area. Grantee and all of its contractors are notified by this Section that the City expressly does not consent to the filing of any lien against the interest of the City in the Easement Area or any part of the Easement Area.

## **10. Assignment.**

10.1 The subject Easement described herein is in form perpetual and, unless the subject easement has been terminated upon the occurrence of an event of default, as stated in Article 7 hereinabove, the grantee shall have the unconditional right to assign this Easement to subsequent parties in interest as a leasee or transferee of a fee simple interest.

## **11. Notices.**

11.1 All notices or other communications required or permitted to be given under the terms of this Easement Agreement shall be in writing, sent by certified mail, postage prepaid, return receipt requested, or by private carrier guaranteeing next day service, addressed as follows:

If to the City, addressed as follows:

Michael F. Rogers, City Administrator  
City Hall  
512 Springfield Avenue  
Summit, NJ 07901

With a copy to:

Rosemary Licatese, City Clerk  
City Hall  
512 Springfield Avenue  
Summit, NJ 07901

If to Grantee, addressed as follows:

SAF 367 SUMMIT, LLC  
339 Jefferson Road  
Parsippany, NJ 07054

With copies to:

Bartholomew A. Sheehan, Jr., Esq.  
DEMPSEY, DEMPSEY & SHEEHAN  
387 Springfield Avenue  
Summit, NJ 07901

or to such other address as the parties may designate in writing by providing thirty (30) days written notice from time to time.

## **12. No Waiver.**

12.1 No extensions or indulgence granted to Grantee shall operate as a waiver of any of the City's rights under this Easement Agreement. Any remedy set forth in this Easement Agreement shall be in addition to all other remedies otherwise available in law or equity.

## **13. Headings.**

13.1 The headings in this Easement Agreement are for convenience only and are not a part of this Easement Agreement. The headings do not in any way define, limit, describe, or amplify the provision of this Easement Agreement or the scope or intent thereof.

## **14. Counterparts.**

14.1 This Easement Agreement may be executed in one or more counterparts, each of which is an original, and all of which together are a single agreement.

**15. Entire Agreement.**

15.1 This Easement Agreement is the final and exclusive agreement of the City and Grantee regarding the subject matter of this Easement Agreement. This Easement Agreement supersedes all prior negotiations or agreements regarding the subject matter of this Easement Agreement.

**16. Severability.**

16.1 If any provision of this Easement Agreement is illegal or unenforceable, that provision is severed from this Easement Agreement and the other provisions remain in effect.

**17. Binding Effect.**

17.1 The Easements granted under this Easement Agreement shall at all times be deemed to be, and shall be, a continuing covenant running with the land, and shall be binding upon and in favor of the City, Grantee and their successors and assigns.

**18. Survival.**

18.1 Any and all agreements set forth in this Easement Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Easement Agreement shall survive and be enforceable after the expiration or earlier termination of this Easement Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the Term of this Easement Agreement, shall survive any termination of this Easement Agreement.

**19. Governing Law: Jurisdiction: Waiver of Jury Trial.**

19.1 The laws of New Jersey govern all matters with respect to this Easement Agreement.

[Type text]



**20. Amendments.**

20.1 This Easement Agreement may not be amended orally, but may only be amended by written agreement signed by both the City and Grantee.

**IN WITNESS WHEREOF**, the City and Grantee intending to be legally bound hereby have executed this Easement Agreement the day and year first above written.

**GRANTOR:**

Approved as to Form

CITY OF SUMMIT

By: \_\_\_\_\_  
 Matthew Giacobbe, Esq.  
 City Solicitor

By: \_\_\_\_\_  
 Name:  
 Title:

**GRANTEE:**

SAF 367 SUMMIT, LLC

By: \_\_\_\_\_  
 Name:  
 Title:

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW JERSEY

SS:

COUNTY OF UNION

I CERTIFY that on \_\_\_\_\_, 2018 \_\_\_\_\_ personally came before me and acknowledged under oath to my satisfaction that:

- a) this person is a(n) \_\_\_\_\_ of SAF 367 SUMMIT, LLC, a party named in this instrument; and
- b) this person signed and delivered this instrument as the voluntary and duly authorized act of SAF 367 SUMMIT, LLC.

\_\_\_\_\_

**MUNICIPAL ACKNOWLEDGEMENT**

STATE OF NEW JERSEY

SS:

COUNTY OF UNION

I CERTIFY that on \_\_\_\_\_, 2018 \_\_\_\_\_ personally came before me and acknowledged under oath to my satisfaction that:

- a) this person is the \_\_\_\_\_ of the City of Summit, a party named in this instrument; and
- b) this person signed and delivered this instrument as the voluntary and duly authorized act of the City of Summit.

\_\_\_\_\_

EXHIBIT A  
GRANTEE'S PARCELS  
(367 Springfield Avenue & 40 Beechwood Road)

Attachment: 40 beechwood easement agreement (5927 : Ordinance Granting Air Rights Easement - 400 Alley)

**EXHIBIT A****Legal Description****Record Legal**

All that certain tract, parcel and lot of land lying and being situate in the City of Summit, County of Union, State of New Jersey, being more particularly described as follows:

**FIRST TRACT:**

Beginning at a point in the division line between Lots Four and Five, in Block One; on map entitled "Map of Property Belonging to the Beechwood Land Co. Township of Summit, Union County, N.J." Beyer & McCann, Civil Engineers, Hoboken, N.J., duly filed in the Union County Clerk's Office, if the said division line was extended Southerly, which point of beginning is distant Northerly one hundred and forty-one (141 ft.) feet from the Northerly line of Springfield Avenue as the same is laid down on said map, running thence

North one degree, thirty minutes East twenty-five feet (N. 1 degree 30 minutes East 25 ft.) partly along the division line between Lots Four and Five in Block One of said map; thence

South eighty-eight degrees, thirty minutes East eighty feet and eighteen hundredths of a foot (S. 88 degrees 30 minutes E. 80.18 ft) to the Westerly line of Beechwood Place (now known as Beechwood Road) as said place has been widened and established by the City of Summit; thence

South seven degrees, twenty-seven minutes West twenty-seven feet and sixty-four hundredths of a foot (S. 7degrees 27 minutes W. 27.64 ft) to a point in said Beechwood Road; thence

North eighty-six degrees, forty minutes West seventy-seven feet and thirty-four hundredths of a foot (N. 86 degrees 40 minutes W. 77.34 ft) to the point or place of beginning.

Together with the right and privilege of ingress and egress over a strip of land sixteen feet in width along a line parallel with Springfield Avenue and one hundred and twenty-five feet distant Northerly therefrom, and extending from the Westerly line of the abovementioned tract produced Southerly along the Southerly line of said tract to the Westerly line of said Beechwood Road.

Upon condition, however, that if the said party of the second part, their heirs or assigns, shall use said strip of land for any other purpose than for such ingress and egress as aforesaid, the said right of ingress and egress shall thereupon immediately cease, determine and be void.

**SECOND TRACT**

Beginning at a point on the Westerly side line of Beechwood Road where the division line between lands of the Beechwood Land Company and Albert S. Brewster intersects the same; said point being distant one hundred and sixty-eight feet and sixty-three hundredths of a foot Northerly along said Westerly side line from the Northerly line of Springfield Avenue, running thence

Northerly along said Westerly side line forty-two feet and seventy-two hundredths of a foot to a point; thence

Westerly and parallel with said division line eighty-five feet more or less to the Easterly line of land of the Board of Education of the City of Summit; thence

Southerly along said Easterly line forty-two feet and seventy-two hundredths of a foot more or less to the said division line; thence

Easterly along said division line eighty feet and eighteen hundredths of a foot to the point of beginning.

**THIRD TRACT**

Beginning at a point on the Northerly side line of an alley 16 feet in width running Westerly from Beechwood Road, therein distant 77.34 feet Westerly from the Westerly side line of Beechwood Road; from said point of beginning running thence

North 1 degree 30 minutes East 67.30 feet; thence

South 83 degrees 30 minutes East 86.12 feet to a point on the Westerly side line of Beechwood Road; thence

North 87 degrees 51 minutes West 88.12 feet; thence

South 1 degree 50 minutes West 68.30 feet to the aforementioned Northerly side line of said alley; thence

Along the Northerly side line of said alley South 86 degrees 40 minutes East 2.38 feet to the point or place of beginning.

**FOURTH TRACT**

Beginning at a point on the Westerly side line of Beechwood Road said point being 70.36 feet Northerly from the Northerly side line of an alley running from Beechwood Road to Maple Street; thence

Along dividing line of properties of the first part and the Summit Trust Company in a Westerly direction North 87 degrees 51 minutes West 88.12 feet to a point; thence

In a Southerly direction South 1 degree 50 minutes West 68.30 feet to a point in the Northerly side line of an alley; thence

In a Westerly direction along the Northerly side line of said alley, North 86 degrees 40 minutes West 18.0 feet to a point; thence

In a Northerly direction North 1 degree 50 minutes East 157.05 feet to a point in the Southerly side line of DeForest Avenue; thence

Along the Southerly side line of DeForest Avenue in an Easterly direction South 86 degrees 53 minutes 20 seconds East 132.65 feet to a point in the Westerly side line of Beechwood Road; thence

Along the Westerly side line of Beechwood Road in a Southerly direction on a curve curving to the left, the radius of which is 407.36 feet for a distance of 90.98 feet to the point or place of beginning.

Lot 2, Block, 1907, on the Official Tax Map of the City of Summit.

EXHIBIT B  
GRANTOR'S PARCEL  
(Allyway air rights area)

Attachment: 40 beechwood easement agreement (5927 : Ordinance Granting Air Rights Easement - 400 Alley)



Record Legal

All that certain tract, parcel and lot of land lying and being situate in the City of Summit, County of Union, State of New Jersey, being more particularly described as follows:

**TRACT 1**

Being known and designated as Lot 16 in Block 1, as shown on a certain filed map entitled "Map of Property Belonging to the Beechwood Land Company, Township of Summit, Union County, N.J." duly filed in the Office of the Clerk/Register of Union County, on October 10, 1892 as Map No. 158 and also a certain strip of lands 25 feet in width adjoining said Lot Number 16 in the rear and described as follows:

Beginning at a point in the division line between Lots 15 and 16 Block 1 as shown on said map distant 100 feet Northerly from the Northerly line of Springfield Avenue as shown on said map; thence running Northerly along said division line produced 25 feet; thence Easterly and parallel with Springfield Avenue to the Westerly line of Beechwood Place, as shown on said map; thence in a Southerly direction along said Westerly line to the Northerly line of Lot 16; thence Westerly along the said Northerly line, 59.91 feet to the point or place of beginning.

**TRACT 2**

Beginning at the intersection of the Northerly line of Springfield Avenue with the Westerly line of Beechwood Place, as laid out on said map, and running thence South 89 degrees 43 minutes East, 1.42 feet; thence North 7 degrees 27 minutes East, 82 feet to the said Westerly line of Beechwood Place above described; thence along the said Westerly line of Beechwood Place on the arc of a circle curving to the Southeast and having a radius of 163 feet, a distance of 82.07 feet to the Northerly line of Springfield Avenue and the place of beginning.

Excepting from the above two tracts, so much of the premises as was conveyed by the Summit Bank to the Beechwood Land Co. by Deed recorded February 13, 1904 in Deed Book 428, page 136.

**TRACT 3**

Beginning at a point in the Northerly line of Springfield Avenue at the dividing line of lands of Emil Fitterer and lands of the Summit Trust Company, said point being also distant 48.65 feet Westerly from the Westerly line of Beechwood Road, from said point of beginning running thence along the dividing line of lands of said Fitterer and lands of the Summit Trust Company, North 3 degrees 20 minutes East, 125 feet to the South side of an alley; thence along the South side of said alley, North 86 degrees 40 minutes West, 0.15 feet to the outside Easterly face of the

EXHIBIT C  
(CONNECTOR)

Attachment: 40 beechwood easement agreement (5927 : Ordinance Granting Air Rights Easement - 400 Alley)





Revised May 23, 2018  
May 03, 2018

### PROPOSED OVERHEAD WALKWAY EASEMENT

P/O Existing Lot 2, Block 1907

Beechwood Road & Alley

City of Summit, Union County, New Jersey

BEGINNING at a point along the northerly line of Alley (16' wide ROW) and the southerly line of Lot 2, Block 1907. Said point being the following course from a point at the intersection of the westerly line of Beechwood Road (50' ROW) and the northerly line of Alley,

- a.) South 86 degrees 23 minutes 03 seconds West along the same, a distance of 48.13 feet to a point on the easterly face of the existing overhead walkway and place of BEGINNING, thence running;
1. South 86 degrees 23 minutes 03 seconds West along the southerly boundary line of Lot 2, a distance of 10.37 feet to a point, thence;
2. South 05 degrees 01 minutes 58 seconds East along the westerly face of the existing overhead walkway, a distance of 16.01 feet to a point on Lot 1, Block 1908, thence;
3. North 86 degrees 23 minutes 02 seconds East along the same, a distance of 10.38 feet to a point, thence;
4. North 05 degrees 01 minutes 13 seconds West along the easterly face of the existing overhead walkway, a distance of 16.01 feet to the point and place of BEGINNING.

Containing 166 square feet

The above described easement has a clearance height of 13'3" from existing grade to bottom of overhead walk way and is subject to the rights and restrictions of easements, if any, being within and/or crossing the bounds as described above.

The description above is written in accordance with an exhibit entitled "Easement Exhibit, Hollister Construction Services, Proposed Overhead Walkway Easement, P/O Block 1907, Lot 2 & Block 1908, Lot 1, Beechwood Road, Union County, New Jersey", prepared by Dynamic Survey LLC, dated 05/03/2018, and last revised 5/23/2018

5-23-18

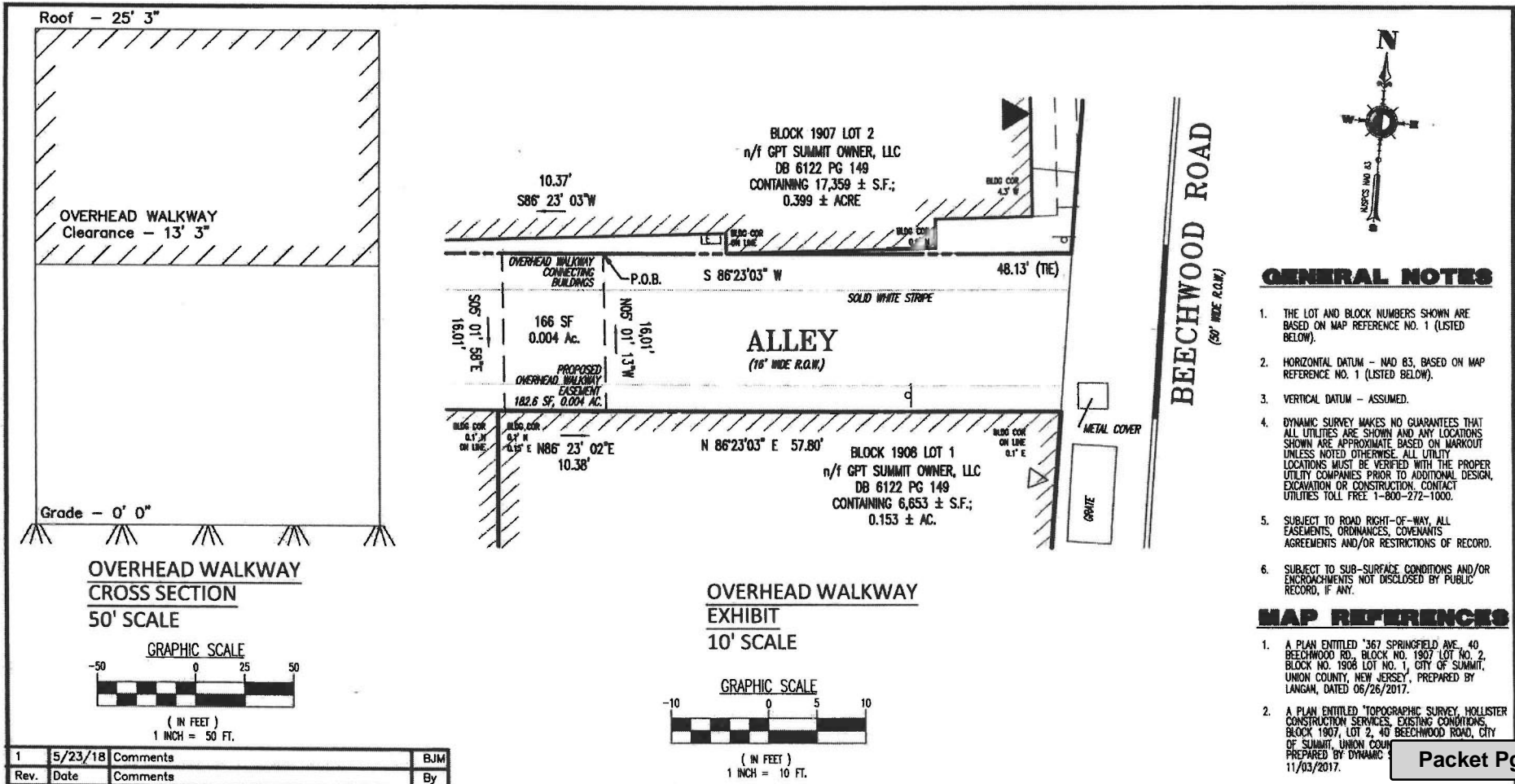
Craig Black, PE, PLS

Date

Professional Engineer and Land Surveyor

NJ License No. 24GB04257400

### EXHIBIT C

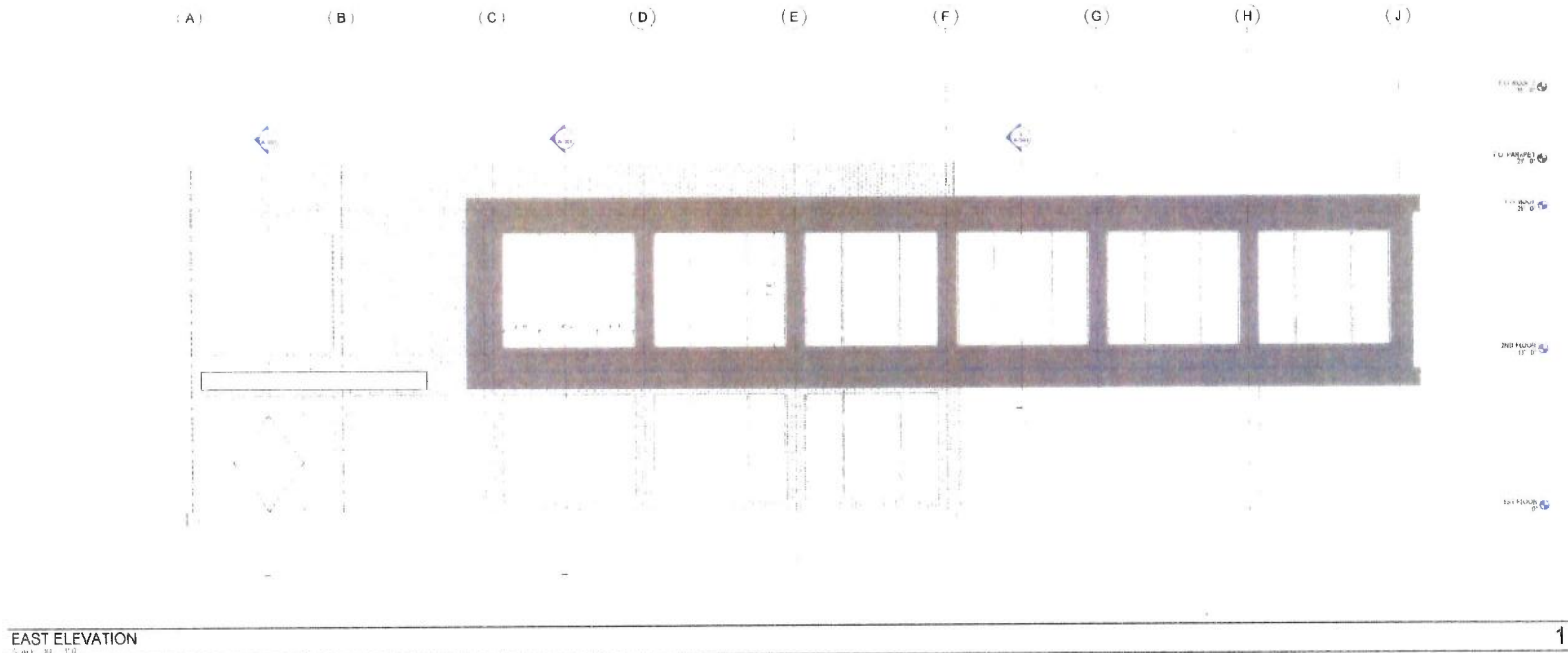


1	5/23/18	Comments	BJM
Rev.	Date	Comments	By

SCALE: (H) AS-SHOWN JOB No:

TITLE:

**EXHIBIT 3**  
**RENDERED ELEVATION AND PLAN SECTION**



MANCINI DUE

THEODORE S. HAMMEF

40

SK-

Attachment: 40 beechwood easement agreement (5927 : Ordinance Granting Air Rights Easement - 400

Resolution (ID # 5909)  
September 17, 2018

**AUTHORIZE CHANGE ORDERS #5 THROUGH #12 - COMMUNITY CENTER  
RENOVATION PROJECT - \$133,598.00**

WHEREAS, the Community Programs Director recommends Change Orders #5 through #12 as listed below for the Community Center Renovation Project, increasing the original contract with H & S Construction & Mechanical, Inc. by \$133,598.00, which in the aggregate does not exceed 20% of the net contract amount, due to the individual reasons as described below:

Change Order #	Description	Net Change \$
5	Completion date extension to 1/30/19 due to weather, JCP&L changes	0.00
6	Cut back service conduits (JCP&L policy change); additional conduit/wire for Long Fieldhouse; conduits for future whole building generator	17,291.00
7	Transfer switch for whole building generator, A/V outlet new location; heater to 2 <sup>nd</sup> floor storage room; backfill trenches, credit from overpayment Change Order #4	20,254.00
8	Repair hidden damage in west wall of old gym	15,226.00
9	Install non-fused disconnect per JCP&L	24,750.00
10	Labor and machine to replace unsuitable fill in front of building	9,715.00
11	Materials and trucking to replace unsuitable fill in front of building	35,340.00
12	Site drainage pipe revision	11,022.00
Total for Change Orders #5 through #12:		\$133,598.00

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 issue Change Orders #5 through #12 to H & S Construction & Mechanical, Inc., 721 Bayway Avenue, Elizabeth NJ 07202, for a total of \$133,598.00 for the above mentioned work, and has certified that funds are available in Account Nos. C-04-30-066-00A-070, 8-28-72-400-FUF-EXP, and T-03-56-286-DCP-010, attached hereto.

Dated: September 17, 2018

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Monday evening, September 17, 2018.

City Clerk







---

**RESOLUTION (ID # 5909)**

---

DOC ID: 5909 B

TO: Mayor and Common Council

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

DATE: August 24, 2018

**SUMMARY**

Explanation memos are attached to each change order.

### SCC Change Order #5

During ongoing construction, the following issues have occurred and require a change order for an extension of time to be issued to the General Contractor, H&S Construction;

Delay due to weather, JCP&L changes

30 days

We are presenting a change order to H &S Construction for an additional 30 days of time on their contract. This changes the date for substantial completion to January 30, 2018.

# Project Change Order

## The City of Summit

No. 5

Project: SUMMIT COMMUNITY CENTER ADDITION AND RENOVATION

Contractor: H &amp; S CONSTRUCTION

The following changes are authorized to this contract:

**A** Itemized Changes

Item	Purpose	Unit Price	Quantity	Amount
------	---------	------------	----------	--------

This Change Order provides for a formal time extension to the contract milestone dates as established by the Bid Document Technical Specifications as prepared by Potter Architects, LLC

The City of Summit issued a "Notice to Proceed" to H&amp;S based on those contract documents on July 27, 2017. This established a Substantial Completion date for the Addition of September 3, 2018, a Substantial Completion date for the renovation/alteration of November 3, 2018, and a Final Completion Date for all work of the Project of December 3, 2018.

H&amp;S prepared a Baseline Schedule that was approved by the Owner, Architect and Pinnacle that was dated August 30, 2017. This Baseline schedule established a Substantial Completion date for the Addition of October 12, 2018, and Substantial Completion date for the renovation/alteration for the same date of October 12, 2018, and a Final Completion Date for all work of November 30, 2018.

As a result of various meetings, correspondence and documents prepared by the Contractor and Construction Manager, and meetings held with the Owner and Architect, it has been agreed that the Final Completion date will be extended. This time extension shall incorporate all time extension requests via proposed change order, correspondence, proposed/revised schedules, delays relating to weather, soils, or other delays, etc., as presented through June 27, 2018.

It is understood that this formal time extension does not, and will not, include any additional costs for General Conditions and delays for the Contractor.

It is understood that this formal time extension does not, and will not, include any additional costs for additional consultant services or impacts for the Owner.

This is therefore a "zero" cost Change Order.

**T.C.O.**

The Substantial Completion date for all work, to include a Certificate of Occupancy that will allow for the Owner's beneficial use of the New Addition and Renovation areas for their intended purpose, is January 30, 2019.

It is further agreed that H&amp;S Mechanical will achieve Final Completion, to include 100% completion of all remaining Punch List Work within the occupied Community Center, Site Work, etc. and all Close Out Documentation, no later than February 28, 2019.

<b>B</b>	Net change to contract:	\$0.00
<b>C</b>	Original contract sum:	\$ 6,099,100.00
<b>D</b>	20% of original contract sum =	\$ 1,219,820.00
<b>E</b>	Total of all previous change orders:	\$ 47,331.79
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$47,331.79
<b>G</b>	New contract total:	\$ 6,146,431.79

Recommended by:

Signed:

Department Head

Date:

9/7/18

Authorized by:

Signed:

Purchasing Agent

Date:

Signed:

Project Architect

Date:

Signed:

Construction Manager

Date:

8-28-18

Accepted by contractor's agent:

Signed:

Firm:

Date:

Approved by Council Resolution:

Date:

Certified:

City Clerk

## SCC Change Order #6

During ongoing construction, the following issues have occurred and require a change order to be issued to the General Contractor, H&S Construction; These changes are fully covered by incoming grants.

Cut back service conduits already embedded in concrete \$1,785.00

(This is related to a JCP&L policy change since project inception)

**Funds for this change can be certified from T-03-56-286-DCP-010**

Additional conduit / wire for Long Fieldhouse \$3,688.00

(Actual location differed from existing drawings requiring more material)

**Funds for this change can be certified from 8-28-72-400-FUF-EXP**

Furnish and install conduits for future whole building

Generator \$11,818.00

(Whole building generator was a change after project bid)

**Funds for this change can be certified from C-04-30-066-00A-070**

We are presenting a change order to H &S Construction for an additional \$17,291.00 from the contract amount of \$6,099,100 to account for these changes.



**Project Change Order**  
The City of Summit

No. 6

12.A.a

**Project:** SUMMIT COMMUNITY CENTER ADDITION AND RENOVATION

**Contractor:** H & S CONSTRUCTION

The following changes are authorized to this contract:

**A** Itemized Changes

Item #	Purpose	Unit Price	Quantity	Amount [Add; (deduct)]
1	Cut back service conduits embedded in concrete.			\$1,651.36
		O & P	5%	\$82.57
		Bond & Ins.	3%	\$52.02
		Subtotal		\$1,785.00
2	Additional Conduit/wire for Fieldhouse/Trenching.			\$3,410.83
		O & P	5%	\$170.54
		Bond & Ins.	3%	\$107.44
		Subtotal		\$3,688.00
3	Furnish & Install Conduits for future generator street/Trench for generator conduit			\$10,928.12
		O&P	5%	\$546.41
		Bond & Ins.	3%	\$344.24
		Subtotal		\$11,818.00
		Total		\$17,291.00

NOTE: THIS CHANGE ORDER DOES NOT AUTHORIZE ANY EXTRA TIME FOR COMPLETION ON BEHALF OF THE CONTRACTOR.

<b>B</b>	Net change to contract:	\$17,291.00
<b>C</b>	Original contract sum:	\$ 6,099,100.00
<b>D</b>	20% of original contract sum =	\$ 1,219,820.00
<b>E</b>	Total of all previous change orders:	\$47,331.79
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$64,622.79
<b>G</b>	New contract total:	\$ 6,163,722.79

Recommended by: James Plucer  
Signed: \_\_\_\_\_  
Department Head  
Date: 9/17/18

Accepted by contractor's agent:  
Signed: [Signature]  
Firm: H & S  
Date: 7/18/18

Authorized by:  
Signed: \_\_\_\_\_  
Purchasing Agent  
Date: \_\_\_\_\_  
Signed: [Signature]  
Project Architect  
Date: 7/18/18  
Signed: \_\_\_\_\_  
Construction Manager  
Date: \_\_\_\_\_

Approved by Council Resolution:  
Date: \_\_\_\_\_  
Certified: \_\_\_\_\_  
City Clerk

## SCC Change Order #7

During ongoing construction, the following issues have occurred and require a change order to be issued to the General Contractor, H&S Construction; These changes are fully covered by incoming grants.

Added transfer switch for future whole building Generator	\$15,132.00
(Whole building generator was a change after project bid)	
<b>Funds for this change can be certified from C-04-30-066-00A-070</b>	
Install A/V outlet in new location	\$305.00
(Functional change)	
<b>Funds for this change can be certified from T-03-56-286-DCP-010</b>	
Add heater to 2 <sup>nd</sup> floor storage room	\$3,109.00
(Required due to addition of 1 sprinkler head)	
<b>Funds for this change can be certified from T-03-56-286-DCP-010</b>	
Backfill all trenches	\$2,336.00
<b>Funds for this change can be certified from T-03-56-286-DCP-010</b>	
<b>Credit from change order #4 overpayment on ACP #9</b>	<b>&lt;\$628.00&gt;</b>

We are presenting a change order to H &S Construction for an additional \$20,254.00 from the contract amount of \$6,099,100 to account for these changes.

**Project Change Order**  
The City of Summit

No. 7

12.A.a

**Project:** SUMMIT COMMUNITY CENTER ADDITION AND RENOVATION

**Contractor:** H & S CONSTRUCTION

The following changes are authorized to this contract:

**A** Itemized Changes

Item	Purpose	Unit Price	Quantity	Amount [Add; (deduct)]
#1	Added Transfer Switch			\$13,991.84
		O & P	5%	\$699.59
		Bond & Ins.	3%	\$440.74
		Subtotal		\$15,132.00
#2	Install AV Outlet to new location			\$282.81
		O & P	5%	\$14.14
		Bond & Ins.	3%	\$8.91
		Subtotal		\$305.00
3)	Added Heater to 2nd fl. Storage Room			\$2,874.71
		O&P	5%	\$143.74
		Bond & Ins.	3%	\$90.55
		Subtotal		\$3,109.00
4)	Backfill All Trenches			\$2,160.00
		O & P	5%	\$108.00
		Bond & Ins.	3%	\$68.04
		Subtotal		\$2,336.00
		Subtotal		\$20,882.00
	Credit from Change Order #4 overpayment on ACP 08			(\$628.00)
		Total		\$20,254.00

NOTE: THIS CHANGE ORDER DOES NOT AUTHORIZE ANY EXTRA TIME FOR COMPLETION ON BEHALF OF THE CONTRACTOR.

<b>B</b>	Net change to contract:	\$20,254.00
<b>C</b>	Original contract sum:	\$ 6,099,100.00
<b>D</b>	20% of original contract sum =	\$ 1,219,820.00
<b>E</b>	Total of all previous change orders:	\$ 64,622.79
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$84,876.79
<b>G</b>	New contract total:	\$ 6,183,976.79

Recommended by:

Signed: James Polucci  
Department Head  
Date: 9/17/18

Authorized by:

Signed: \_\_\_\_\_  
Purchasing Agent  
Date: \_\_\_\_\_  
Signed: [Signature]  
Project Architect  
Date: 7/18/18  
Signed: \_\_\_\_\_  
Construction Manager  
Date: \_\_\_\_\_

Accepted by contractor's agent:

Signed: [Signature]  
Firm: H & S  
Date: 7/18/18

Approved by Council Resolution:

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

### SCC Change Order #8

During ongoing construction, the following issues have occurred and require a change order to be issued to the General Contractor, H&S Construction; These changes are fully covered by incoming grants.

Repair hidden damage in West wall of old gym	\$15,226.00
(Hidden condition)	

**Funds for this change can be certified from T-03-56-286-DCP-010**

We are presenting a change order to H &S Construction for an additional \$15,226.00 from the contract amount of \$6,099,100 to account for these changes.

**Project Change Order**  
The City of Summit

No. 8

12.A.a

**Project:** SUMMIT COMMUNITY CENTER ADDITION AND RENOVATION

**Contractor:** H & S CONSTRUCTION

The following changes are authorized to this contract:

**A** Itemized Changes

Item	Purpose	Unit Price	Quantity	Amount [Add; (deduct)]
#1	Repair Damaged Block in Existing Gym			\$14,079.00
		O & P	5%	\$703.80
		Bond & Ins.	3%	\$443.41
		Subtotal		\$15,226.21
Total				\$15,226.00

NOTE: THIS CHANGE ORDER DOES NOT AUTHORIZE ANY EXTRA TIME FOR COMPLETION ON BEHALF OF THE CONTRACTOR.

<b>B</b>	Net change to contract:	\$15,226.21
<b>C</b>	Original contract sum:	\$ 6,099,100.00
<b>D</b>	20% of original contract sum =	\$ 1,219,820.00
<b>E</b>	Total of all previous change orders:	\$ 84,876.79
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$100,103.00
<b>G</b>	New contract total:	\$ 6,199,203.00

Recommended by:

Signed:   
Department Head

Date: 9/17/18

Authorized by:

Signed: \_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_

Signed:   
Project Architect

Date: 7/10/18

Signed: \_\_\_\_\_  
Construction Manager

Date: \_\_\_\_\_

Accepted by contractor agent:

Signed: 

Firm: H+S

Date: 7/18/18

Approved by Council Resolution:

Date: \_\_\_\_\_

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

Attachment: SCC\_Change\_Orders\_5-12 (5909 : Authorize Change Orders #5 through #12 - Community Center Renovation Project - \$133,598.00)



### SCC Change Order #9

During ongoing construction, the following issues have occurred and require a change order to be issued to the General Contractor, H&S Construction; These changes are fully covered by incoming grants.

Install non-fused disconnect as per JCP&L	\$24,750.00
---	-------------

(Policy change after they approved our plans)

**Funds for this change can be certified from T-03-56-286-DCP-010**

We are presenting a change order to H &S Construction for an additional \$24,750.00 from the contract amount of \$6,099,100 to account for these changes.

**Project Change Order**  
The City of Summit

No. 9

12.A.a

**Project:** SUMMIT COMMUNITY CENTER ADDITION AND RENOVATION

**Contractor:** H & S CONSTRUCTION

The following changes are authorized to this contract:

**A** Itemized Changes

Item	Purpose	Unit Price	Quantity	Amount [Add; (deduct)]
#1	Install non-fused disconnect switch per JCP&L			
		O & P	5%	\$22,885.00
		Bond & Ins.	3%	\$1,144.20
		Subtotal		\$720.80
				\$24,750.00
		Total		\$24,750.00

**NOTE: THIS CHANGE ORDER DOES NOT AUTHORIZE ANY EXTRA TIME FOR COMPLETION ON BEHALF OF THE CONTRACTOR.**

<b>B</b>	Net change to contract:	\$24,750.00
<b>C</b>	Original contract sum:	\$ 6,099,100.00
<b>D</b>	20% of original contract sum =	\$ 1,219,820.00
<b>E</b>	Total of all previous change orders:	\$ 100,103.00
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$124,853.00
<b>G</b>	New contract total:	\$ 6,223,953.00

Recommended by:

Signed: James Colucci  
Department Head  
Date: 7/17/18

Authorized by:

Signed: \_\_\_\_\_  
Purchasing Agent  
Date: \_\_\_\_\_  
Signed: [Signature]  
Project Architect  
Date: 7/10/18  
Signed: \_\_\_\_\_  
Construction Manager  
Date: \_\_\_\_\_

Accepted by contractor's agent:

Signed: [Signature]  
Firm: H & S  
Date: 7/18/18

Approved by Council Resolution:

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

### SCC Change Order #10

During ongoing construction, the following issues have occurred and require a change order to be issued to the General Contractor, H&S Construction; These changes are fully covered by incoming grants.

Labor and machine to replace unsuitable fill

In front of building

\$9,715.00

(Rain throughout Spring caused us to have to replace fill)

**Funds for this change can be certified from T-03-56-286-DCP-010**

We are presenting a change order to H &S Construction for an additional \$9,715.00 from the contract amount of \$6,099,100 to account for these changes.

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

No. 10

12.A.a

**Project:** SUMMIT COMMUNITY CENTER ADDITION AND RENOVATION

**Contractor:** H & S CONSTRUCTION

The following changes are authorized to this contract:

**A** Itemized Changes

Item	Purpose	Unit Price	Quantity	Amount [Add; (deduct)]
#1	Labor and Machine rental to replace Unsuitable Fill at New Gym and Front of Building (Part of PCO 10)	L/S O & P Bond & Ins. Subtotal	5% 3%	\$8,983.00 \$449.00 \$283.00 \$9,715.00
Total				\$9,715.00

NOTE: THIS CHANGE ORDER DOES NOT AUTHORIZE ANY EXTRA TIME FOR COMPLETION ON BEHALF OF THE CONTRACTOR.

<b>B</b>	Net change to contract:	\$9,715.00
<b>C</b>	Original contract sum:	\$ 6,099,100.00
<b>D</b>	20% of original contract sum =	\$ 1,219,820.00
<b>E</b>	Total of all previous change orders:	\$124,853.00
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$134,568.00
<b>G</b>	New contract total:	\$ 6,233,668.00

Recommended by:

Signed: \_\_\_\_\_

Department Head

Date: \_\_\_\_\_

Authorized by:

Signed: \_\_\_\_\_

Purchasing Agent

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Project Architect

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Construction Manager

Date: \_\_\_\_\_

Accepted by contractor's agent:

Signed: \_\_\_\_\_

Firm: H & S CONSTRUCTION

Date: \_\_\_\_\_

Approved by Council Resolution:

Date: \_\_\_\_\_

Certified: \_\_\_\_\_

City Clerk

### SCC Change Order #11

During ongoing construction, the following issues have occurred and require a change order to be issued to the General Contractor, H&S Construction; These changes are fully covered by incoming grants.

Materials and trucking to replace unsuitable fill

In front of building

\$35,340.00

(Rain throughout Spring caused us to have to replace fill)

**Funds for this change can be certified from T-03-56-286-DCP-010**

We are presenting a change order to H &S Construction for an additional \$35,340.00 from the contract amount of \$6,099,100 to account for these changes.



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

No. 11

12.A.a

**Project:** SUMMIT COMMUNITY CENTER ADDITION AND RENOVATION

**Contractor:** H & S CONSTRUCTION

The following changes are authorized to this contract:

**A** Itemized Changes

Item	Purpose	Unit Price	Quantity	Amount
#1	Materials and Trucking for replace Unsuitable Fill at New Gym and Front of Building (Part of PCO 10)	L/S O & P Bond & Ins. Subtotal	 5% 3%	 \$32,677.00 \$1,634.00 \$1,029.00 \$35,340.00
Total				\$35,340.00

NOTE: THIS CHANGE ORDER DOES NOT AUTHORIZE ANY EXTRA TIME FOR COMPLETION ON BEHALF OF THE CONTRACTOR.

<b>B</b>	Net change to contract:	\$35,340.00
<b>C</b>	Original contract sum:	\$ 6,099,100.00
<b>D</b>	20% of original contract sum =	\$ 1,219,820.00
<b>E</b>	Total of all previous change orders:	\$134,568.00
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$169,908.00
<b>G</b>	New contract total:	\$ 6,269,008.00

Recommended by:

Signed: James Colaneri  
Department Head  
Date: 9/7/18

Authorized by:

Signed: \_\_\_\_\_  
Purchasing Agent  
Date: \_\_\_\_\_  
Signed: [Signature]  
Project Architect  
Date: 7/31/18  
Signed: [Signature]  
Construction Manager  
Date: 8-1-18

Accepted by contractor's agent:

Signed: Pat Blum  
Firm: H & S CONSTRUCTION  
Date: 8/1/18

Approved by Council Resolution:

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

## SCC Change Order #12

During ongoing construction, the following issues have occurred and require a change order to be issued to the General Contractor, H&S Construction; These changes are fully covered by incoming grants.

Site drainage pipe revision	\$11,022.00
-----------------------------	-------------

(Hidden condition not known to Civil Engineer)

**Funds for this change can be certified from T-03-56-286-DCP-010**

We are presenting a change order to H &S Construction for an additional \$11,022.00 from the contract amount of \$6,099,100 to account for these changes.

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

No. 12

12.A.a

**Project:** SUMMIT COMMUNITY CENTER ADDITION AND RENOVATION

**Contractor:** H & S CONSTRUCTION

The following changes are authorized to this contract:

**A** Itemized Changes

Item #1	Purpose	Unit Price	Quantity	Amount
	Site Drainage Pipe Revisions (PCO 25)			
		O & P	5%	\$10,191.00
		Bond & Ins.	3%	\$510.00
		Subtotal		\$321.00
				\$11,022.00
		Total		\$11,022.00

NOTE: THIS CHANGE ORDER DOES NOT AUTHORIZE ANY EXTRA TIME FOR COMPLETION ON BEHALF OF THE CONTRACTOR.

<b>B</b>	Net change to contract:	\$11,022.00
<b>C</b>	Original contract sum:	\$ 6,099,100.00
<b>D</b>	20% of original contract sum =	\$ 1,219,820.00
<b>E</b>	Total of all previous change orders:	\$ 169,908.00
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$180,930.00
<b>G</b>	New contract total:	\$ 6,280,030.00

Recommended by:

Signed:

Department Head

Date:

Authorized by:

Signed:

Purchasing Agent

Date:

Signed:

Project Architect

Date:

Signed:

Construction Manager

Date:

Accepted by contractor's agent:

Signed:

Firm: H & S CONSTRUCTION

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: September 17, 2018  
 Resolution Doc Id: 5909

Vendor: H&S Construction & Mechanical, Inc.  
 721 Bayway Avenue  
 Elizabeth, NJ 07202

Purchase Order Number: 17-02242                      Change Orders #5-6-7-8-9-10-11-12

Account Number	Amount	Account Description
C-04-30-066-00A-070	\$26,950.00	3066 Generators Various Bldgs & Facilities
8-28-72-400-FUF-EXP	3,688.00	Field User Fees Expenditures
T-03-56-286-DCP-010	<u>102,960.00</u>	DCP Community Center Other Expenses
CO total	\$133,598.00	

Contract Total                      \$6,280,029.78

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

**APPOINT TRANSFER STATION TASK FORCE MEMBERS (PENDING CLOSED SESSION  
DISCUSSION)**

Pending Closed Session discussion.



Resolution (ID # 5897)  
September 17, 2018

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT  
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE VILLAGE  
GREEN PEDESTRIAN SAFETY PROJECT: PHASE 3**

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

1. That it does hereby formally approve the grant application for the above stated project.
2. That the City Clerk of Summit is hereby authorized to submit an electronic grant application identified as "TV-2019-Phase 3 Village Green Pedestrian Sa - 00008" to the New Jersey Department of Transportation on behalf of the City of Summit.
3. That the City Clerk of Summit is hereby authorized to sign the grant agreement on behalf of the City of Summit and that her signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 17, 2018

I, Rosalia M. Licatense, 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 Monday, September 17, 2018.

City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

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



DCS - Engineering Division  
R - Works

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

Meeting: 09/17/18 07:30 PM

## RESOLUTION (ID # 5897)

DOC ID: 5897

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 29, 2018

### SUMMARY

The Engineering Division in the process of submitting an application to the NJDOT-Bureau of Local Aid FY 2019 Transit Village Program. The City was awarded \$375,000.00 from this program earlier this year which will be used for improvements to the southwest quadrant of the Village Green. This application will seek additional funding to continue the improvements on the southeast quadrant. This program provides grant opportunities for traditional and non-traditional transportation projects that enhance walking, biking, and transit ridership within ½ mile of the local transit facility. The City designated as a Transit Village in 2013 by the Commissioner of Transportation and the interagency Transit Village Task Force. The City is permitted to submit only one application per year.

The Division is submitting the grant application to fund the “Phase 3 Village Green Pedestrian Safety Project”. The project is aimed at improving areas of the Village Green and its adjacent access points to/from the train station. This would include the installation of bicycle parking/storage on the north quadrants, wayfinding signage within the Village Green, re-alignment and ADA upgrades to the pathways on the southern quadrants, lighting and beautification elements on the southern quadrants, and potential safety upgrades to the intersection of Summit and Broad. The Grant Application number is TV-2019-Phase 3 Village Green Pedestrian S - 00008.

The application requires an individual resolution authorizing the submission of the application and must be signed by the Mayor and City Clerk. At this time I am requesting that the Common Council pass a resolution in support of the above referenced project to complete the application process. The standard NJDOT resolution should be utilized and is attached.

Resolution (ID # 5896)  
September 17, 2018

**APPROVAL TO SUBMIT A FY 2019 GRANT APPLICATION AND EXECUTE A FY 2019  
GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION  
FOR THE NEW PROVIDENCE AVENUE- PRIORITY 2**

WHEREAS, a certified resolution is needed to approve the grant application for the project named above, and

WHEREAS, a certified resolution is needed to sign and submit the grant application for the project named above.

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

1. That it formally approves the grant application for the above stated project.
2. That the Mayor and City Clerk are hereby authorized to submit an electronic grant application identified as Priority 2: New Providence Avenue: MA-2019-New Providence Improvement Prj-00213 to the New Jersey Department of Transportation on behalf of the City of Summit for the Priority 2: New Providence Avenue: MA-2019-New Providence Improvement Prj-00213.
3. That the Mayor and City Clerk are hereby authorized to sign the grant agreement on behalf of the City of Summit and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 17, 2018

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Monday, September 17, 2018.

City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

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



DCS - Engineering Division  
R - Works

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

Meeting: 09/17/18 07:30 PM

## RESOLUTION (ID # 5896)

DOC ID: 5896

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 29, 2018

SUBJECT: Authorize Submission of NJDOT 2019 Grant Application - New Providence Avenue (Priority 2)

The Engineering Division in the process of submitting applications to the NJDOT-Bureau of Local Aid FY 2019 Municipal Aid Program. This program provides grants for road reconstruction and repaving projects. The City has been a recipient of an NJDOT Local Aid grants for over eleven years. The City is permitted to submit two applications per year. The following is the second priority application for this year's NJDOT Local Aid grant applications:

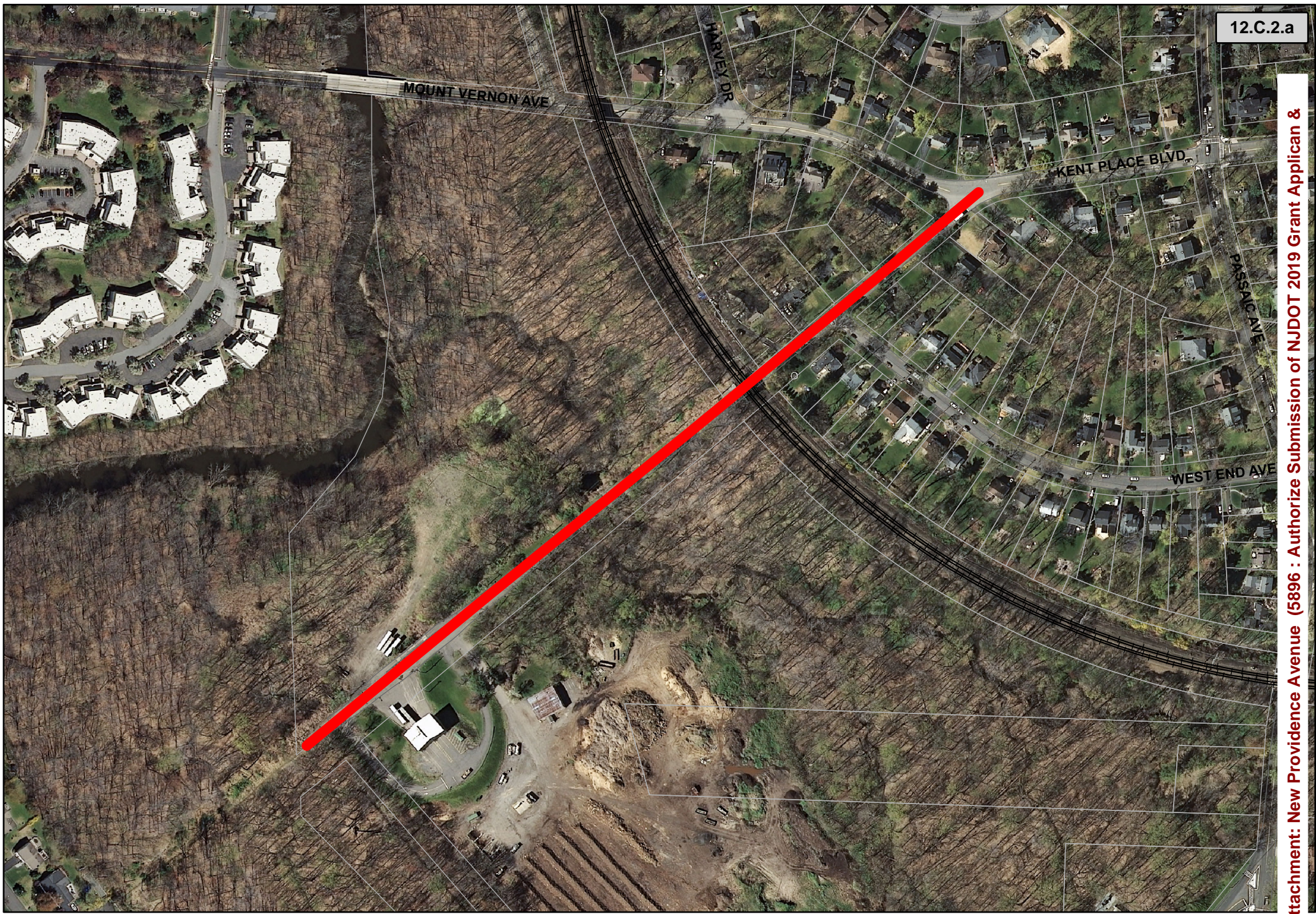
- Priority 2: New Providence Avenue: MA-2019-New Providence Improvement Prj-00213

This street has pavement that is nearing the end of its life, requires storm/sanitary sewer upgrades, needs curbing along both sides the project limits of Kent Place Boulevard to dead end at the City Transfer Station.

New Providence Avenue is heavily traveled by local residents and City employees, many times with large heavy commercial vehicles and provides access to and from the City's Transfer Station and Recycling Center.

The New Jersey Department of Transportation requires an individual resolution authorizing the submission of the application that must be signed by the Mayor and City Clerk. At this time I am requesting that the Common Council pass a resolution in support of the above referenced project so the application process can be completed. The resolution should also permit the execution of the grant if received. The standard NJDOT resolution should be utilized and is attached.





12.C.2.a

Attachment: New Providence Avenue (5896 : Authorize Submission of NJDOT 2019 Grant Applicant &



Township/Borough/City of (Municipality)

Resolution No.

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the (Project Name) project.

NOW, THEREFORE, BE IT RESOLVED that Council of (Municipality) formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the (Mayor/Council) and Clerk are hereby authorized to submit an electronic grant application identified as (enter here the application ID from NJDOT SAGE) to the New Jersey Department of Transportation on behalf of (Name of Municipality).

BE IT FURTHER RESOLVED that (Mayor/Council) and Clerk are hereby authorized to sign the grant agreement on behalf of (Name of Municipality) and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council  
On this            day of            , 20

Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL \_\_\_\_\_ (Clerk) \_\_\_\_\_ (Presiding Officer)

Resolution (ID # 5895)  
September 17, 2018

**APPROVAL TO SUBMIT A FY2019 GRANT APPLICATION AND EXECUTE A FY 2019  
GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION  
FOR THE BUTLER PARKWAY IMPROVEMENT PROJECT (PRIORITY 1)**

WHEREAS, a certified resolution is needed to approve the grant application for the project named above, and

WHEREAS, a certified resolution is needed to sign and submit the grant application for the project named above.

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

1. That it formally approves the grant application for the above stated project.
2. That the Mayor and City Clerk are hereby authorized to submit an electronic grant application identified as Priority 1: Butler Parkway: MA-2019-Butler Parkway Improvement Project-00210 to the New Jersey Department of Transportation on behalf of the City of Summit for the Priority 1: Butler Parkway: MA-2019-Butler Parkway Improvement Project-00210.
3. That the Mayor and City Clerk are hereby authorized to sign the grant agreement on behalf of the City of Summit and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 17, 2018

I, Rosalia M. Licatense, 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 Monday, September 17, 2018.

City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

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





DCS - Engineering Division  
R - Works

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

Meeting: 09/17/18 07:30 PM

## RESOLUTION (ID # 5895)

DOC ID: 5895

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 29, 2018

SUBJECT: Authorize Submission of NJDOT 2019 Grant Application - Butler Parkway (Priority 1)

The Engineering Division in the process of submitting applications to the NJDOT-Bureau of Local Aid FY 2019 Municipal Aid Program. This program provides grants for road reconstruction and repaving projects. The City has been a recipient of an NJDOT Local Aid grants for over eleven years. The City is permitted to submit two applications per year. The following is the first priority application for this year's NJDOT Local Aid grant applications:

- Priority 1: Butler Parkway: MA-2019-Butler Parkway Improvement Project-00210

This street has pavement that is nearing the end of its life, requires storm/sanitary sewer upgrades, needs intersection improvements along with curb repairs within the limits of Morris Avenue to River Road. Consideration will be given to reduce the pavement width along the entire length of Butler Parkway as well as adding additional traffic calming measures to improve safety.

Butler Parkway is well traveled and provides access to and from two Union County Roads (Morris Avenue and River Road), Tatlock Park, Washington School and various private businesses located at the intersections of the County Roads.

The New Jersey Department of Transportation requires an individual resolution authorizing the submission of the application that must be signed by the Mayor and City Clerk. At this time I am requesting that the Common Council pass a resolution in support of the above referenced project so the application process can be completed. The resolution should also permit the execution of the grant if received. The standard NJDOT resolution should be utilized and is attached.

Township/Borough/City of (Municipality)

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the (Project Name) project.

NOW, THEREFORE, BE IT RESOLVED that Council of (Municipality) formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the (Mayor/Council) and Clerk are hereby authorized to submit an electronic grant application identified as (enter here the application ID from NJDOT SAGE) to the New Jersey Department of Transportation on behalf of (Name of Municipality).

BE IT FURTHER RESOLVED that (Mayor/Council) and Clerk are hereby authorized to sign the grant agreement on behalf of (Name of Municipality) and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council  
On this            day of            , 20

Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL \_\_\_\_\_  
(Clerk) (Presiding Officer)







Resolution (ID # 5894)  
September 17, 2018

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT  
AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE  
SUMMIT STATION SAFE STREETS TO TRANSIT PROJECT**

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Summit formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the City Clerk of Summit is hereby authorized to submit an electronic grant application identified as “SST-2018-Summit Station Safe Streets to Tran-00037” to the New Jersey Department of Transportation on behalf of the City of Summit.

BE IT FURTHER RESOLVED that the City Clerk of Summit is hereby authorized to sign the grant agreement on behalf of the City of Summit and that her signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 17, 2018

I, Rosalia M. Licatense, 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 Monday, September 17, 2018.

City Clerk

My signature and the Clerk’s seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

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



DCS - Engineering Division  
R - Works

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

Meeting: 09/17/18 07:30 PM

## RESOLUTION (ID # 5894)

DOC ID: 5894

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 29, 2018

### **SUMMARY**

The Engineering Division in the process of submitting an application to the NJDOT-Bureau of Local Aid FY 2019 Safe Streets to Transit Program. This program provides grant opportunities for municipalities to construct safe and accessible pedestrian linkages to transit facilities in order to promote increased usage of transit by all segments of the populations. The City is permitted to submit only one application per year.

The Division is submitting the grant application to fund the “Pedestrian Transit Access Project”. The project is aimed at improving the safety of pedestrians who travel to and from the New Jersey Transit Train Station from the City’s commuter parking lots. These include the intersection of Beechwood and Union Place, Bank Street and Beechwood Road, Bank Street and Summit Avenue, as well as pedestrian access improvements at the Tier garage and Broad Street Garage. The project will include the potential for curb realignment, sidewalk replacement, installation of traffic markings and signage, new/additional LED lighting, bollards and/or planters, parking for alternate modes of transportation, and inlaid warning systems, and high visibility crosswalks. These are all high volume intersection for both pedestrians and vehicles and the project will focus on methods to enhance safety at these key locations.

The application requires an individual resolution authorizing the submission of the application and must be signed by the Mayor and City Clerk. At this time I am requesting that the Common Council pass a resolution in support of the above referenced project to complete the application process. The standard NJDOT resolution should be utilized and is attached.

Resolution (ID # 5922)  
September 17, 2018

**EXTENSION OF INJURY LEAVE WITH AND WITHOUT PAY DPW EMPLOYEE #1  
(PENDING CLOSED SESSION DISCUSSION)**

Pending Closed Session discussion

Resolution (ID # 5923)  
September 17, 2018

**EXTENSION OF INJURY LEAVE WITH PAY DPW EMPLOYEE #2 - (PENDING CLOSED  
SESSION DISCUSSION)**

Pending Closed Session discussion

Resolution (ID # 5907)  
September 17, 2018

**AUTHORIZE PERFORMANCE BOND RELEASE - 25 CHATHAM ROAD - ZB-15-1747**

September 17, 2018

WHEREAS, in memo dated August 23, 2018, the City Engineer/Deputy DCS Director advises that Summit Electric Supply, (“the Applicant”) has requested a full release of the performance guarantee associated with Zoning Board Application ZB 15-1747 in conjunction with the property located at 25 Chatham Road, and

WHEREAS, the Applicant initially posted a performance guarantee in the amount of \$137,597.31, of which \$15,316.19, was in the form of cash, and

That, in accordance with the City Engineer’s recommendation, the Applicant has satisfactorily completed all work in conjunction with the property located at 25 Chatham Road, and the City Treasurer be and she is hereby authorized to release the following to Summit Electric Supply, 520 Morris Avenue, Summit, NJ 07901.

Performance Guarantee	\$ 137,597.31
Cash portion of Performance Guarantee:	\$ 15,316.19 (as of 3/22/18) plus any additional accrued interest

Dated: September 17, 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 Monday evening, September 17, 2018.

City Clerk



DCS - Engineering Division  
CA - Works

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

Meeting: 09/17/18 07:30 PM

---

**RESOLUTION (ID # 5907)**

---

DOC ID: 5907 A

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 23, 2018

**SUMMARY**

The Applicant for the 25 Chatham Road Project (Summit Electric, ZB Application: ZB-15-1747) 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, I recommend the full release of the performance guarantee at this time. This should include any interest accrued on the cash portion to date (\$24,079.36 as of 7/31/2018) as well as the \$216,220.66 bond. The check should be sent to:

Summit Electrical Supply  
520 Morris Avenue  
Summit, NJ 07901



Resolution (ID # 5900)  
September 17, 2018

**AUTHORIZE BID ADVERTISEMENT - VILLAGE GREEN PHASE II 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 Village Green Phase II Improvement Project, with said bids to be advertised in the Union County Local Source on Thursday, September 27, 2018, and received by the Purchasing Agent on Tuesday, October 16, 2018, in the Council Chamber, City Hall, 512 Springfield Avenue, Summit, New Jersey at 11:00 a.m.

Dated: September 17, 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 Monday evening, September 17, 2018.

City Clerk



DCS - Engineering Division  
CA - Works

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

Meeting: 09/17/18 07:30 PM

## RESOLUTION (ID # 5900)

DOC ID: 5900

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 29, 2018

The Engineering Division has completed the design of the Village Green Phase II Improvement Project. This project includes reconstructing the sidewalks within the south west quadrant of the Village Green along with the installation of pedestrian lighting and landscaping. This project was awarded a New Jersey Department of Transportation Transit Village Grant and in line with the Common Council approved Village Green Master Plan. A public workshop on the Green was held earlier this year and the project was also presented to the Planning Board.

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 – September 27, 2018
- Receive Bids – October 16, 2018
- Award Project – November 7, 2018
- Begin Construction on lighting – winter 2019
- Begin Construction on sidewalks – early spring 2019
- Complete all work – late spring 2019

There is no specific budget line item for this project. Funding for this project would be certified against the capital account C-04-31-069-100-010, but upon award, 75% will be reimbursed to the City with the remaining 25% at the completion of the project.

**BID NOTICE**  
**CITY OF SUMMIT**

**PROJECT:** VILLAGE GREEN PHASE II 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, OCTOBER 16, 2018 in the Council Chamber, First Floor, City Hall, 512 Springfield Avenue, Summit, New Jersey for:

**VILLAGE GREEN PHASE II 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, 8:30 am – 4:30 pm, Monday – 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 April 30, 2019. The major construction items for this project are:

Concrete Sidewalk, 4" Thick	650	SY
Sidewalk Surface Treatment	650	SY
2" Rigid Non Metallic Conduit	625	LF
Walkway Lights	9	Unit

Purchasing Agent

Dated: 9/17/2018  
U.C.L.S.: 9/27/2018

Resolution (ID # 5890)  
September 17, 2018

**AUTHORIZE BID ADVERTISEMENT - SPRINGFIELD AVENUE PROJECT, CITY HALL  
PORTION**

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 Springfield Avenue Project, City Hall Portion, with said bids to be advertised in the Union County Local Source on Thursday, September 27, 2018, and received by the Purchasing Agent on Tuesday, October 16, 2018, in the Council Chamber, City Hall, 512 Springfield Avenue, Summit, New Jersey at 11:00 a.m.

Dated: September 17, 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 Monday evening, September 17, 2018.

City Clerk



DCS - Engineering Division  
CA - Works

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

Meeting: 09/17/18 07:30 PM

## RESOLUTION (ID # 5890)

DOC ID: 5890

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: August 29, 2018

The Engineering Division has completed the design of the Springfield Avenue Project, City Hall Portion. This project includes reconstruction of sidewalks, the creation of additional parking for city hall vehicles using permeable pavers, and milling and paving of Springfield Avenue from Morris Avenue to the railroad bridge entering into the City's downtown. An alternate bid will be included in the project to extend the downtown lighting through this section of Springfield Avenue to Morris Avenue. This project previously received a grant for \$100,000.00 from Union County.

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 – September 27, 2018
- Receive Bids – October 16, 2018
- Award Project – November 7, 2018
- Begin Construction – 2019
- End Construction – 2019

Funding for this project has been established in the following accounts and should be used for certification at time of award:

- C-04-31-069-100-010 Capital Roads

**BID NOTICE**  
**CITY OF SUMMIT**

**PROJECT:** SPRINGFIELD AVENUE PROJECT, CITY HALL PORTION

**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, OCTOBER 16, 2018 in the Council Chamber, First Floor, City Hall, 512 Springfield Avenue, Summit, New Jersey for:

**SPRINGFIELD AVENUE PROJECT, CITY HALL PORTION**

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, 8:30 am – 4:30 pm, Monday – 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 April 30, 2019. The major construction items for this project are:

Concrete Sidewalk, 4" Thick	550 SY
Hot Mix Asphalt, Mix I-5	275 Tons

Purchasing Agent

Dated: 9/17/2018  
U.C.L.S.: 9/27/2018

Attachment: BID NOTICE (5890 : Authorize Bid Advertisement - Springfield Avenue Project, City Hall Portion)



Resolution (ID # 5937)  
September 17, 2018

**AUTHORIZE 2018 LEAGUE CONFERENCE ATTENDANCE**

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

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

That those listed below, based on responses that they wish to attend, be and they are hereby authorized to attend the League of Municipalities Conference in Atlantic City New Jersey during the time period between, but not necessarily for the total time period, of November 13 – 15, 2018:

Matthew Gould, Councilmember

FURTHER RESOLVED that Personnel Policies & Procedures Manual, Section 4-13 - Conferences and Seminars Policy, be and it is hereby waived, relative to elected officials.

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

Dated: September 17, 2018

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Monday evening, September 17, 2018

City Clerk

Resolution (ID # 5933)  
September 17, 2018

**AMEND BUDGET - CHAPTER 159 - INVESTORS FOUNDATION GRANT AWARD**

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.

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 \$30,000.00:

**Investors Foundation Grant Award  
Community Center Expansion and Renovation Project**

BE IT RESOLVED that a like sum of \$30,000.00 be and the same is hereby appropriated under the captions of:

**Investors Foundation Grant Award  
Community Center Expansion and Renovation Project**

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

Dated: September 17, 2018

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Monday evening, September 17, 2018.

City Clerk

**ACCEPT INVESTORS BANK DONATION - \$50,000**  
**ACCEPT INVESTORS FOUNDATION GRANT AWARD - \$150,000**  
**AUTHORIZE NAMING OF COMMUNITY CENTER GYMNASIUM**

May 2, 2017

WHEREAS, in a memo dated April 24, 2017, the Director of the Department of Community Programs (DCP Director) advises that a donation has been received, in the amount of \$50,000 from Investors Bank, as well as a grant award in the amount of \$150,000 from Investors Foundation, and

WHEREAS, as indicated in letters from Investors Bank and Investors Foundation, the funds are to be dedicated to the Community Center Expansion and Renovation Project, and

WHEREAS, Investors Foundation has requested that the City execute a grant agreement for the grant monies which have been awarded, and

WHEREAS, in recognition and appreciation of Investors' generosity and commitment to the Community Center Project fundraising efforts, the City wishes to name the new gymnasium at the Community Center *Investors Bank Gym*.

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

- That it does hereby accept the charitable contribution by Investors Bank of \$50,000 which shall be received in 5 installments of \$10,000 per year, and shall be dedicated to the Summit Community Center Expansion and Renovation Project.
- That it does hereby accept the grant award by Investors Bank Foundation in the amount of \$150,000 which shall be received in 5 installments of \$30,000 per year, and shall be dedicated to the Summit Community Center Expansion and Renovation Project.
- That the Mayor and City Clerk be and they are hereby authorized to sign the Investors Foundation Grant Agreement for acceptance of the \$150,000.00 grant award.
- That in recognition and appreciation of the generous charitable donation and grant from Investors Bank and Investors Foundation, the new gymnasium in the Community Center shall be named *Investors Bank Gym*.
- That use of the corporate name of Investors Bank and its logo shall be subject to the written approval of Investors Bank.

Dated: May 2, 2017

I, Rosalia M. Licatense, 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, May 2, 2017.

  
City Clerk

Resolution (ID # 5917)  
September 17, 2018

### AUTHORIZE REFUND - OVERPAYMENT OF THIRD QUARTER 2018 TAXES

WHEREAS, the Tax Collector has received third 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:

Block	Lot	Name	Amount
1405	26	Leonard, Joseph & Kim Gargiulo 81 Beekman Rd  Check payable and Mail to:  Leonard, Joseph & Kim Gargiulo 81 Beekman Rd Summit NJ 07901	\$3,736.74
3103 1302 1302 1302 4002	10 81.04 81.09 81.45 31.11	Johansson, Marcus 15 Manor Hill Rd. Miserendino, Marieanne 390 Morris Ave Unit#4 Gornal, Patricia 390 Morris Ave Unit#9 Miserendino, Marieanne 390 Morris Ave Dixit, Arjun & Bhatt, S. 103 Park Ave Unit#B3  Amount To Refund  Check payable and Mail to:  Lereta, LLC Attn: Refunds 1123 Park View Dr. Covina CA 91724	8,008.71 1,155.26 989.29 45.56 <u>1,738.86</u>  \$11,937.68
1306	3	Kumar, Suresh & Kaya, Alev 5 Beekman Rd	\$4,218.59

		Check payable and Mail to: Wells Fargo Real Estate Tax Service Attn: Refunds 1 Home Campus MAC X2302-04D	
--	--	---	--

Block	Lot	Name	Amount
306	29	Gordon, Scott & Gluck, K 75 Butler Pkwy.	5,629.85
508	15	Jayaraman, Neeraj 5 Sheridan Rd.	2,461.30
1101	34	Meyers, Steven & Lisa 5 Kenneth Ct	6,923.96
1803	18.10	Poling, Jonathan 68-86 New Eng. Ave Unit#10.	1,526.24
3105	8	Bohlinger, Michael & Alicia 1 Crestwood Ln.	5,855.48
4206	21	Basaman, Christopher & T. 4 Van Dyke Pl.	2,261.70
5203	31	Prins, Bart & Defazio, C. 76 Colt Rd.	<u>7,573.73</u>
		Amount to Refund	\$32,232.26
		Check payable and Mail to:	
		Corelogic Real Estate Tax Serv.	
		Attn: Refund Department	
		PO Box 961250	
		Fort Worth TX 76161-9887	

Dated: September 17, 2018

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Monday evening, September 17, 2018.

City Clerk



Resolution (ID # 5904)  
September 17, 2018

### REFUND OVERPAYMENT OF 2018 SEWER UTILITY CHARGES

WHEREAS, the Tax Collector has received overpayments of sewer utility charges.

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

That the proper City officers be and they are hereby authorized and directed to issue a check(s) as follows:

Block	Lot	Name	Amount
5204	16	Wood, Robert & Sonia 104 Colt Road  Check payable and Mail to:  Wood, Robert & Sonia 104 Colt Rd Summit NJ 07901	\$249.47
3303	1	CC&K Realty 255-269 Broad St.  Check payable and Mail to:  CC&K Realty 267 Broad St Summit NJ 07901	\$988.00
2101	2	Doyle, Patrick & Virginia 296 Summit Ave  Check payable and Mail to:  Doyle, Patrick & Virginia 296 Summit Ave Summit NJ 07901	\$249.47

Dated: September 17, 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 Monday evening, September 17, 2018

City Clerk

Resolution (ID # 5910)  
September 17, 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
Dan Kessler 1 Garden Road Summit, NJ 07901	Flag Football 8-28-71-300-FLG	\$100.00
	Field User Fee 8-28-72-400-FUF	\$20.00
Marina Golub 15 Norwood Avenue C3 Summit, NJ 07901	Soccer and Tennis 8-28-71-300-MUL	\$313.00
Michelle Anthony 41 Cypress Paris Terrace Springfield, NJ 07081	Cartooning 8-28-71-300-FAS	\$195.00
Sudipta Bandyopadhyay 777 Springfield Ave. Unit 11 Summit, NJ 07901	Multi-Sports Camp 8-28-71-300-MUL	\$210.00
Thomas Schwark 6 Primrose Place Summit, NJ 07901	Flag Football 8-28-71-300-FLG	\$100.00
	Field User Fee 8-28-72-400-FUF	\$20.00
Monica Trim 63 Baltusrol Road Summit, NJ 07901	Soccer 8-28-71-300-SOC	\$125.00
Karan Bhatia 215 Ashland Road Summit, NJ 07901	Soccer 8-28-71-300-SOC	\$85.00
	Field User Fee 8-28-72-400-FUF	\$20.00
Michael Tapia 20 Karen Way	Soccer 8-28-71-300-SOC	\$125.00
	Field User Fee 8-28-72-400-FUF	\$20.00

Dated: September 17, 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 Monday evening, September 17, 2018.

City Clerk

Resolution (ID # 5496)  
September 17, 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: September 17, 2018

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, September 17, 2018.

City Clerk

SUMMIT SMARTCARD, PREPAID PARKING, AND OVERNIGHT PARKING PERMITS REFUNDS  
COUNCIL MEETING DATE: September 17, 2018

13.B.6.a

NAME	ADDRESS	TYPE	REASON	REFUND AMOUNT
Thong Ly	187 Mountain Ave., Summit NJ 07901	SmartCards #16131, 16155, 16156	No longer use	\$297.75
				\$297.75

Attachment: Refunds Sept 17 (5496 : Authorize Parking Refunds - Summit SmartCard, Prepaid Parking,



Resolution (ID # 5730)  
September 17, 2018

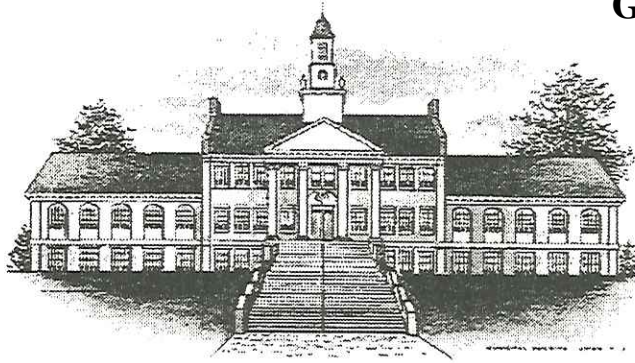
**AUTHORIZING PAYMENT OF BILLS**

Bills List for the September 17th, 2018 meeting will be sent via email on Friday, September 14th, 2018.

GI 9/17/18



Regular meetings of Township Committee  
2nd and 4th Tuesday of each month at 7:30 P.M.  
at the Municipal Building  
1976 Morris Avenue



EILEEN BIRCH, RMC, CMC  
TOWNSHIP CLERK

KATHLEEN HOLMES  
ASSISTANT MUNICIPAL CLERK

MUNICIPAL BUILDING  
P.O. Box 3609  
UNION, NEW JERSEY 07083-1894  
PHONE: (908) 851-8501  
FAX: (908) 851-4679

TOWNSHIP OF UNION  
IN THE COUNTY OF UNION

August 29, 2018

Union County Municipalities

RE: Resolution Opposing Billboard

Dear Representative(s):

Enclosed please find the Township of Union's Resolution No 2018-291, a resolution denouncing private billboards located in the Township of Union which are critical of the sitting President of the United States of America.

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

Thank you.

Very truly yours,

Eileen Birch  
Township Clerk

EB:kh  
Enclosure

RESOLUTION 2018-291  
TOWNSHIP MEETING: 08/28/18

## RESOLUTION

**WHEREAS**, it has come to the Township Committee's attention that a new billboard exists on Morris Avenue that, although promoting new film, contains a statement that is critical of the sitting President of the United States; and

**WHEREAS**, the operation of said billboard is between private citizens and not within the regulation, control or jurisdiction of the Township; and

**WHEREAS**, the Township Committee prides itself on the Township's diversity, and does not promote hate speech of any kind; and

**WHEREAS**, said billboard is not supported or condoned by the Township Committee of the Township of Union or its residents.

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Union in the County of Union that:

1. The Township of Union does not support hate speech of any kind in the Township of Union, nor does it support or condone a billboard in the Township of Union that is critical of the sitting President of the United States.
2. A copy of this resolution shall be forwarded to the twenty one municipalities in the County of Union, the Union County Board of Chosen Freeholders, and all Union County Legislators.

I, EILEEN BIRCH, Township Clerk of the Township of Union, in the County of Union, do hereby certify that the above is a true copy of RESOLUTION NO. 2018-291, passed at a REGULAR TOWNSHIP COMMITTEE meeting of said Township, held on the 28<sup>th</sup> day of August, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Township of Union, the 29<sup>th</sup> day of August, 2018.

  
\_\_\_\_\_  
EILEEN BIRCH  
Township Clerk

Prepared & approved as to form by  
Daniel Antonelli, Township Attorney

**GI - 9/17/18**  
**(previously distributed to**  
**Mayor and Council on 9/11)**

**NEW PROVIDENCE, SUMMIT & MILLBURN  
EMERGENCY SERVICES DISPATCH CENTER**

**FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITOR'S REPORT**

**YEAR ENDED DECEMBER 31, 2017**

Communication: 2017 Audit and Financial Statements - New Providence, Summit, Millburn Joint Dispatch Emergency Services Center

**NEW PROVIDENCE, SUMMIT & MILLBURN  
EMERGENCY SERVICES DISPATCH CENTER**

**TABLE OF CONTENTS**

**DECEMBER 31, 2017**

	<u><b>Page</b></u>	<u><b>Exhibit</b></u>
Independent Auditor's Report	1-3	
Financial Statements:		
Balance Sheets	4	A
Statements of Revenues, Expenses and Changes to Fund Balance	5	B
Notes to Financial Statements	6-17	
Supplemental Schedules:		
Statement of Revenue and Costs Funded by Revenue Compared to to Budget	18	1
Statement of Cash Receipts Disbursements	19	2
Statement of Accounts Receivable	20	3
Statement of Cost of Facilities	21	4
Statement of Accounts Payable	22	5
Statement of Payroll Withholdings & Deductions Payable	23	6
Statement of Reserve for Unemployment Insurance	24	7
Independent Auditor's Report on Compliance and Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	25-26	
General Comments and Recommendations	27	

# Ferraioli, Wielkotz, Cerullo & Cuva, P.A.

Charles J. Ferraioli, Jr., MBA, CPA, RMA  
Steven D. Wielkotz, CPA, RMA  
James J. Cerullo, CPA, RMA  
Paul J. Cuva, CPA, RMA  
Thomas M. Ferry, CPA, RMA

Certified Public Accountants  
401 Wanaque Avenue  
Pompton Lakes, New Jersey 07442  
973-835-7900  
Fax 973-835-6631

Newton Office  
100B Main Street  
Newton, N.J. 07860  
973-579-3212  
Fax 973-579-7128

## INDEPENDENT AUDITOR'S REPORT

The Management Committee of the  
New Providence, Summit & Millburn  
Emergency Services Dispatch Center  
New Providence, New Jersey 07974

### **Report on Financial Statements**

We have audited the accompanying financial statements -regulatory basis of the New Providence, Summit & Millburn Emergency Services Dispatch Center ("Shared Dispatch Center") quasi-governmental organization which comprise of the balance sheet for the years ended December 31, 2017 and 2016, the related statement of revenues, expenses and changes in fund balance for the years then ended, and the related notes to the financial statements, which collectively comprise the Shared Dispatch Center'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 the basis of accounting prescribed or permitted by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, 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 audit requirements prescribed or permitted by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.



An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles***

As described in Note 2 of the financial statements, the financial statements are prepared by the New Providence, Summit & Millburn Emergency Services Dispatch Center on the basis of the financial reporting provisions prescribed or permitted by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of New Jersey.

The effects on the financial statements of the variances between the basis of accounting described in Note 2 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

***Adverse Opinion on U.S. Generally Accepted Accounting Principles***

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the New Providence, Summit & Millburn Emergency Services Dispatch Center as of December 31, 2017 and 2016, or changes in financial position for the years then ended.

***Opinion on Regulatory Basis of Accounting***

In our opinion, the financial statements referred to above present fairly, in all material respects, the regulatory basis balance sheet as of December 31, 2017 and 2016, the regulatory basis statements of revenues, expenses and changes in fund balance for the years then ended, in accordance with the basis of financial reporting prescribed or permitted by the Division of Local Government Services, Department of Community Affairs, State of New Jersey as described in Note 2.

***Other Matters***

***Other Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the New Providence, Summit & Millburn Emergency Services Dispatch Center's basic financial statements. The supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental information listed in the table of contents are the responsibility of management and were derived from and relates 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 information listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

*James Cerullo*

James Cerullo, C.P.A.  
Registered Municipal Accountant  
No. CR00415

*Ferraioli, Wielkocz, Cerullo & Cuva, P.A.*

FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.  
Certified Public Accountants  
Pompton Lakes, New Jersey

June 5, 2018

**NEW PROVIDENCE, SUMMIT, MILLBURN EMERGENCY SERVICES DISPATCH CENTER  
COMPARATIVE BALANCE SHEET - REGULATORY BASIS  
DECEMBER 31,**

	<u>2017</u>	<u>2016</u>
<b><u>ASSETS</u></b>		
<b>Current Assets</b>		
Cash and Cash Equivalents		
Operating	\$ 539,468.91	\$ 421,685.32
	<u>539,468.91</u>	<u>421,685.32</u>
<b>Capital Assets</b>		
Cost of Facilities	<u>579,588.94</u>	<u>579,588.94</u>
Total Assets	<u>\$ 1,119,057.85</u>	<u>\$ 1,001,274.26</u>
 <b><u>LIABILITIES AND FUND BALANCE</u></b>		
<b>Current Liabilities and Reserves</b>		
Accounts Payable - Operating	\$ 345,161.80	\$ 7,486.84
Payroll Withholdings & Deductions Payable	10,224.51	2,182.87
Reserve for Unemployment Insurance	<u>4,406.31</u>	<u>9,669.71</u>
Total Current Liabilities	<u>359,792.62</u>	<u>9,669.71</u>
<b>Fund Balance</b>		
Reserved for Cost of Facilities	579,588.94	579,588.94
Unreserved - Operating	<u>179,676.29</u>	<u>412,015.61</u>
Total Fund Balance	<u>759,265.23</u>	<u>991,604.55</u>
Total Liabilities, Reserves, and Fund Balances	<u>\$ 1,119,057.85</u>	<u>\$ 1,001,274.26</u>

See accompanying notes to the financial statements and accountant's audit report.

**NEW PROVIDENCE, SUMMIT, MILLBURN EMERGENCY SERVICES DISPATCH CENTER  
STATEMENT OF REVENUES, EXPENSES AND CHANGES  
IN FUND BALANCE - REGULATORY BASIS  
FOR THE YEAR ENDING DECEMBER 31,**

	<u>2017</u>	<u>2016</u>
<b>Revenue</b>		
Municipal Assessments - Operating	\$ 2,246,194.93	\$ 2,207,574.77
Interest Income	4,070.87	1,225.79
Miscellaneous Income and Reimbursements	<u>-</u>	498.85
Total Revenue	<u>2,250,265.80</u>	<u>2,209,299.41</u>
<b>Expenditures</b>		
Operating and Maintenance	2,482,605.12	2,049,087.66
Capital	<u>-</u>	133,880.43
Total Expenditures	<u>2,482,605.12</u>	<u>2,182,968.09</u>
Excess (deficiency) of revenue over expenses	(232,339.32)	26,331.32
<b>Fund Balance, beginning of year</b>	<u>412,015.61</u>	<u>385,684.29</u>
<b>Fund Balance, end of year</b>	<u><u>\$ 179,676.29</u></u>	<u><u>\$ 412,015.61</u></u>
<b>Analysis of Balance:</b>		
Operating	179,676.29	412,015.61
	<u><u>\$ 179,676.29</u></u>	<u><u>\$ 412,015.61</u></u>

See accompanying notes to financial statements and accountant's audit report.

**NEW PROVIDENCE, SUMMIT & MILLBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Description of the Organization**

The New Providence, Summit & Millburn Emergency Services Dispatch Center (“Shared Dispatch Center”), was organized under a Legislative Act of the State of New Jersey known as ‘N.J.S.A. 40:48B-1’ allowing two or more municipalities to jointly provide government functions essential to public health and welfare. Shared Dispatch Center was created by virtue of parallel ordinances adopted by respective governing bodies of the Borough of New Providence, City of Summit and the Township of Millburn.

Shared Dispatch Center owns and operates the Shared Dispatch Center and provides Emergency 911 (Call Routing) and Dispatching Services on a 24-hour per day basis.

As a public body under statute, the Shared Dispatch Center is exempt from both Federal and State taxes.

**Description of Funds**

The Governmental Accounting Standards Board (GASB) is the recognized standard setting body for establishing governmental generally accepted accounting and financial reporting principles. GASB Codification establishes seven fund types and two account groups to be used by general purpose governmental units when reporting financial position and results of operations in accordance with generally accepted accounting principles (GAAP).

The accounting policies of the New Providence, Summit & Millburn Emergency Services Dispatch Center conform to the accounting principles and practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (“the Division”). Such principles and practices are designed primarily for determining compliance with legal provisions and budgetary restrictions and as a means of reporting on the stewardship of public officials with respect to public funds. Under this method of accounting, the New Providence, Summit & Millburn Emergency Services Dispatch Center has accounted for its fund balance using the following categories:

Reserved for Cost of Facilities- Funds appropriated to Reserve for Cost of Facilities are for furnishing, equipment, or building renovation; periodic major projects, systems that have been capitalized and recorded as a capital asset.

Undesignated- Funds classified as Undesignated are available to fund the New Providence, Summit & Millburn Emergency Services Dispatch Center’s governmental operations in a general nature and capital projects.

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (continued)**

**Basis of Accounting**

Accounting transactions and records shall be maintained on the modified accrual basis of accounting in accordance with accounting principles and practices prescribed by the Division of Local Government Services in the Department of Community Affairs and followed by municipalities in the State of New Jersey.

- a. Revenues shall be recognized and recorded in the accounting period in which they are earned and become measurable.
  - 1. Revenue from services rendered shall be recognized when services have been performed and are billable.
  - 2. Revenue from use of money of property such as interest or rent shall be recognized upon the passage of time as the resources are used.
- b. Expenses shall be recognized and recorded in the period incurred, if measurable. Expenses resulting from the consumption of materials and supplies may be recognized and recorded as they are consumed or alternatively, may be recognized at date of purchase if the amount of expenses in a fiscal period would not be materially distorted as a result of such alternative treatment.

Fixed assets of the Shared Dispatch Center shall be reflected in the accounts at cost, or if the cost is not practically determinable, at estimated historical cost. Donated fixed assets shall be recorded at their estimated fair market value at the time received.

Assets, cash and investments restricted for specific non-operating purposes by agreements and management policy shall be separately identified in the accounting records. Liabilities payable from such restricted assets shall also be separately identified in the accounting records.

Accounts comprising the fund equity shall be separately classified as permitted by the Division of Local Government Services.



**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 2 - CASH, CASH EQUIVALENTS AND INVESTMENTS**

**Deposits - Custodial Credit Risk**

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), or by any other agencies of the United States that insure deposits, or the State of New Jersey Cash Management Fund.

New Jersey statutes require public depositories to participate in the New Jersey Governmental Depository Protection Act (GUDPA) and to maintain collateral for deposits of public funds that exceed insurance limits as follows:

The market value of the collateral must equal five percent of the average daily balance of public funds; or

If the Public funds deposited exceed 75% of the capital funds of the depository, the depository must provide collateral having a market value equal to 100% of the amount exceeding 75%.

All collateral must be deposited with the Federal Reserve Bank, the Federal Home Loan Bank Board or a banking institution that is a member of the Federal Reserve System and has capital funds of not less than \$25,000,000.

At December 31, 2017 and 2016, \$0.00 of the Shared Dispatch Center's bank balance of \$545,105.18 and \$421,685.32 respectively were exposed to custodial credit risk.

**Investments**

New Jersey statutes permit the Shared Dispatch Center to purchase the following types of securities:

- a. Bonds or other obligations of the United States or obligations guaranteed by the United States.
- b. Bonds of the Federal intermediate Credit Bank, Federal Home Loan Bank, Federal National Mortgage Associates or of any United States Bank for Cooperatives, which have a maturity date not greater than twelve months from the date of purchase.

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 2 - CASH, CASH EQUIVALENTS AND INVESTMENTS, (continued)**

**Investments, (continued)**

- c. Bonds or other obligations, having a maturity date of not more than twelve months from the date of purchase that are approved by the New Jersey Department of Treasury Division of Investments

**NOTE 3 - PENSION PLAN**

**Description of Plan**

All required employees of the Shared Dispatch Center are covered by the Public Employees' Retirement System which has been established by state statute and is administered by the New Jersey Division of Pension and Benefits (Division). According to the State of New Jersey Administrative Code, all obligations of the System will be assumed by the State of New Jersey should the System terminate.

*Public Employees' Retirement System (PERS)*

**Plan Description**

The State of New Jersey Public Employees' Retirement System (PERS) is a cost-sharing multiple-employer defined benefit pension plan administered by the State of New Jersey, Division of Pensions and Benefits (the "Division"). For additional information about the PERS, please refer to the Division's Comprehensive Annual Financial Report (CAFR) which can be found at [www.state.nj.us/treasury/pensions/annrpts.shtml](http://www.state.nj.us/treasury/pensions/annrpts.shtml).

**Benefits Provided**

The vesting and benefit provisions are set by N.J.S.A. 43:15A. PERS provides retirement, death and disability benefits. All benefits vest after ten years of service, except for medical benefits, which vest after 25 years of service or under the disability provisions of PERS. The following represents the membership tiers for PERS:

Tier	Definition
1	Members who were enrolled prior to July 1, 2007
2	Members who were eligible to enroll on or after July 1, 2007 and prior to November 2, 2008
3	Members who were eligible to enroll on or after November 2, 2008 and prior to May 22, 2010
4	Members who were eligible to enroll on or after May 22, 2010 and prior to June 28, 2011
5	Members who were eligible to enroll on or after June 28, 2011

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 3 - PENSION PLAN, (continued)**

Benefits Provided, (continued)

Service retirement benefits of 1/55<sup>th</sup> of final average salary for each year of service credit is available to Tiers 1 and 2 members upon reaching age 60 and to Tier 3 members upon reaching age 62. Service retirement benefits of 1/60 of final average salary for each year of service credit is available to Tier 4 members upon reaching age 62 and to Tier 5 members upon reaching age 65. Early retirement benefits are available to Tiers 1 and 2 members before reaching age 60, to Tiers 3 and 4 before age 62 with 25 or more years of service credit and Tier 5 with 30 or more years of service credit before age 65. Benefits are reduced by a fraction of a percent for each month that a member retires prior to the age at which a member can receive full early retirement benefits in accordance with their respective tier. Tier 1 members can receive an unreduced benefit from age 50 to age 60 if they have at least 25 years of service. Deferred retirement is available to members who have at least 10 years of service credit and have not reached the service retirement age for the respective tier.

Defined Contribution Retirement Program

Prudential Financial jointly administers the DCRP investments with the NJ Division of Pensions and Benefits. If an employee is ineligible to enroll in the PERS or PFRS, the employee may be eligible to enroll in the DCRP. DCRP provides eligible members with a tax-sheltered, defined contribution retirement benefit, along with life insurance and disability coverage. Vesting is immediate upon enrollment for members of the DCRP.

The State of New Jersey, Department of the Treasury, Division of Pensions and Benefits, issues publicly available financial reports that include the financial statements and required supplementary information of the DCRP. The financial reports may be obtained by writing to the State of New Jersey, Department of the Treasury, Division of Pensions and Benefits, PO Box 295, Trenton, New Jersey, 08625-0295.

Employers are required to contribute at an actuarially determined rate. Employee contributions are based on percentages of 5.50% for DCRP of employees' annual compensation, as defined. The DCRP was established July 1, 2007, under the provisions of Chapter 92, P.L. 2007 and expanded under the provisions of Chapter 89, P.L. 2008. Employee contributions for DCRP are matched by a 3% employer contribution.

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 3 - PENSION PLAN, (continued)**

Contribution Requirements

The contribution policy is set by laws of the State of New Jersey and, in most retirement systems, contributions are required by active members and contributing employers. Plan member and employer contributions may be amended by State of New Jersey legislation. The pension funds provide for employee contributions based on 5.5% for PERS. This amount will increase to 6.5% plus an additional 1% phased in over 7 years beginning 2012, as defined by law. Employers are required to contribute at an actuarially determined rate in all Funds. The actuarially determined employer contribution includes funding for cost-of-living adjustments and noncontributory death benefits in the PERS.

The Shared Dispatch Center's contribution to the various plans, equal to the required contributions for each year, were as follows:

<u>Year</u>	<u>PERS</u>	<u>DCRP</u>
2017	\$69,740.00	\$0.00

Statement No's 68 and 71 require a state or local government employer to recognize a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. However, since the financial statements are prepared on another comprehensive basis of accounting, the net pension liability of the various pension systems is not recorded in the financial statements and is only required to be disclosed in the notes to the financial statements.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

**Public Employees Retirement System (PERS)**

At December 31, 2017, the Shared Dispatch Center had a liability of \$3,385,092.00 for its proportionate share of the PERS net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Shared Dispatch Center's proportion of the net pension liability was based on a projection of the Shared Dispatch Center's long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental entities, actuarially determined. At June 30, 2017, the Shared Dispatch Center's proportion was 0.0145417734 percent, which was an increase/(decrease) of 0.0066915797 percent from its proportion measured as of June 30, 2016.

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 3 - PENSION PLAN, (continued)**

For the year ended December 31, 2017, the Shared Dispatch Center recognized pension expense of \$69,740.00. At December 31, 2017, deferred outflows of resources and deferred inflows of resources related to PERS from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$79,707.00	\$679,479.00
Changes of assumptions	681,979.00	
Net difference between projected and actual earnings on pension plan investments	23,050.00	
Changes in proportion and differences between the Shared Dispatch Center's contributions and proportionate share of contributions	2,192,053.00	
Shared Dispatch Center contributions subsequent to the measurement date	<u>                    </u>	<u>                    </u>
Total	<u>\$2,976,789.00</u>	<u>\$679,479.00</u>

Amounts reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date (June 30, 2017) will be recognized as a reduction of the net pension liability in the subsequent year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions (excluding changes in proportion) will be recognized in pension expense as follows:

Year ended June 30:	
2018	\$79,688.00
2019	120,252.00
2020	72,866.00
2021	(96,912.00)
2022	(70,636.00)

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 3 - PENSION PLAN, (continued)**

**Changes in Proportion**

The previous amounts do not include employer specific deferred outflows of resources and deferred inflows of resources related to changes in proportion. These amounts should be recognized (amortized) by each employer over the average of the expected remaining service lives of all plan members, which is 5.48, 5.57, 5.72 and 6.44 years for 2017, 2016, 2015 and 2014 amounts, respectively.

**Additional Information**

Local Group Collective balances at June 30, 2017 and June 30, 2016 are as follows:

	<u>June 30, 2017</u>	<u>June 30, 2016</u>
Collective deferred outflows of resources	\$6,424,455,842	\$8,685,338,380
Collective deferred inflows of resources	5,700,625,981	870,133,595
Collective net pension liability	23,278,401,588	29,617,131,759
Shared Dispatch Center's Proportion	0.0145417734%	0.0078501937%

**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. This actuarial valuation used the following assumptions, applied to all periods in the measurement.

Inflation	2.25 Percent
Salary Increases:	
Through 2026	1.65-4.15 Percent (based on age)
Thereafter	2.65-5.15 Percent (based on age)
Investment Rate of Return	7.00 Percent



**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 3 - PENSION PLAN, (continued)**

**Actuarial Assumptions, (continued)**

The actuarial assumptions used in the June 30, 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.

**Mortality Rates**

Pre-retirement mortality rates were based on the RP-2000 Employee Pre-retirement 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 plans actuary's modified MP-2014 projection scale. Post-retirement mortality rates were based on the RP-2000 Combined Healthy Male and Female Mortality Tables (setback 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).

**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) is determined by the State Treasurer, after consultation with the Directors of the Division of Investments 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 real 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:

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 3 - PENSION PLAN, (continued)**

**Long-Term Rate of Return, (continued)**

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Absolute return/risk mitigation	5.00%	5.51%
Cash equivalents	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 asset	2.50%	11.83%
Equity related real estate	6.25%	9.23%
U.S. equity	30.00%	8.19%
Non-U.S. developed markets equity	11.50%	9.00%
Emerging markets equity	6.50%	11.64%
Buyouts/venture capital	8.25%	13.08%

**Discount Rate**

The discount rate used to measure the total pension liability was 5.00% as of June 30, 2017. This single blended discount rate was based on the long-term expected rate of return on pension plan investments of 7.00% and a municipal bond rate of 3.58% as of June 30, 2017 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.

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 3 - PENSION PLAN, (continued)**

**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%	At Current	1%
	Decrease	Discount Rate	Increase
	<u>4.00%</u>	<u>5.00%</u>	<u>6.00%</u>
Shared Dispatch Center's proportionate share of the pension liability	\$4,199,437	\$3,385,092	\$2,706,643

**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). The financial report may be accessed at [www.state.nj.us/treasury/pensions](http://www.state.nj.us/treasury/pensions).

**NOTE 4 - RISK MANAGEMENT**

The Shared Dispatch Center is exposed to various risks of loss related to general liability, damage and destruction of assets, errors and omission, injuries to employees and natural disasters. The Shared Dispatch Center has obtained insurance coverage to guard against these events which will provide minimum exposure to the Shared Dispatch Center should they occur. During the 2017 calendar year, the Shared Dispatch Center did not incur claims in excess of their coverage and the amount of coverage did not significantly decrease.

**NOTE 5 - COMMITMENTS AND CONTINGENCIES**

The Shared Dispatch Center conducts its operations from facilities that are leased from the Borough of New Providence. The lease agreement expires in December 2025. The Shared Dispatch Center makes quarterly lease payments of \$12,000 to the Borough, in accordance with the lease agreement.

**NEW PROVIDENCE, SUMMIT & MILBURN  
EMERGENCY SERVICES DISPATCH CENTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2017  
(continued)**

**NOTE 6 -      SUBSEQUENT EVENTS**

The Shared Dispatch Center has evaluated subsequent events occurring after the balance sheet date through the date of June 5, 2018, which is the date the financial statements were available to be issued. Based on the evaluation, the Shared Dispatch Center has determined that no subsequent events have occurred which require disclosure in the financial statements.

**NEW PROVIDENCE, SUMMIT, MILLBURN EMERGENCY SERVICES DISPATCH CENTER  
STATEMENT OF REVENUE AND COSTS FUNDED  
BY REVENUE COMPARED TO BUDGET  
FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>FY 2017 Adopted Budget</b>	<b>FY 2017 Budget as Amended</b>	<b>Current Year Actual</b>	<b>Excess / (Deficit)</b>
<b>Revenues:</b>				
Fund Balance Appropriated		150,000.00	150,000.00	-
Annual Assessments:				
Operating	\$ 2,246,194.93	2,246,194.93	2,246,194.93	-
Interest Income			4,070.87	4,070.87
<b>Total Revenues</b>	<u>2,246,194.93</u>	<u>2,396,194.93</u>	<u>2,400,265.80</u>	<u>4,070.87</u>
<b>Expenses:</b>				
<b>Operating:</b>				
Personnel & Employee Benefits	1,805,850.83	1,805,850.83	1,796,283.14	9,567.69
Contractual	552,750.00	552,750.00	593,913.76	(41,163.76)
Commodities	18,000.00	18,000.00	13,624.54	4,375.46
Capital Outlay	15,000.00	15,000.00	78,032.72	(63,032.72)
Miscellaneous	2,500.00	2,500.00	750.96	1,749.04
<b>Sub-total Operating</b>	<u>2,394,100.83</u>	<u>2,394,100.83</u>	<u>2,482,605.12</u>	<u>(98,071.98)</u>
<b>Total Costs Funded by Revenues</b>	<u>2,394,100.83</u>	<u>2,394,100.83</u>	<u>2,482,605.12</u>	<u>(98,071.98)</u>
<b>Add: Excess / (Deficit)</b>	<u>(147,905.90)</u>	<u>2,094.10</u>	<u>(82,339.32)</u>	<u>(94,001.11)</u>
	<u>\$ 2,246,194.93</u>	<u>2,396,194.93</u>	<u>2,400,265.80</u>	<u>(4,070.87)</u>
Fund Balance Appropriated			<u>(150,000.00)</u>	
Total Adjustments			<u>(150,000.00)</u>	
<b>Change in Fund Balance</b>			<u><u>(232,339.32)</u></u>	

See accompanying notes to financial statements and accountant's audit report.

**NEW PROVIDENCE, SUMMIT, MILLBURN EMERGENCY SERVICES DISPATCH CENTER  
STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2017**

		<u>Master Account</u>		<u>Payroll Agency</u>	<u>Net Payroll</u>	
		<u>Operating</u>	<u>Capital</u>	<u>Account</u>	<u>Account</u>	<u>Total</u>
<b>BALANCE - DECEMBER 31, 2016</b>	\$	413,660.59		8,017.36	7.37	421,685.32
<b>Increased by:</b>						
Municipal Assessments	\$	2,246,194.93				2,246,194.93
Interest Income		3,903.69		141.84	25.34	4,070.87
Miscellaneous				208.64		208.64
Reimbursements Employer Share SUI				2,223.44		2,223.44
Transfers		34.00		849,997.42	944,129.03	1,794,160.45
Total Receipts		<u>2,250,132.62</u>	<u>-</u>	<u>852,571.34</u>	<u>944,154.37</u>	<u>4,046,858.33</u>
<b>Decreased by:</b>						
Disbursements		343,525.51		847,260.90	944,127.88	2,134,914.29
Transfers		<u>1,794,126.45</u>		<u>25.48</u>	<u>8.52</u>	<u>1,794,160.45</u>
Total Disbursements		<u>2,137,651.96</u>	<u>-</u>	<u>847,286.38</u>	<u>944,136.40</u>	<u>3,929,074.74</u>
<b>BALANCE - DECEMBER 31, 2016</b>	\$	<u><u>526,141.25</u></u>	<u><u>-</u></u>	<u><u>13,302.32</u></u>	<u><u>25.34</u></u>	<u><u>539,468.91</u></u>



**SCHEDULE 3**

**NEW PROVIDENCE, SUMMIT, MILLBURN EMERGENCY SERVICES DISPATCH CENTER  
STATEMENTS OF ACCOUNTS RECEIVABLE  
FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Balance Dec. 31, 2016</u>	<u>2017 Billings</u>	<u>Amount Collected</u>	<u>Balance Dec. 31, 2017</u>
<b>Municipal Assessments:</b>				
Township of Millburn				
Operating	\$	841,387.81	841,387.81	
Borough of New Providence				
Operating		509,410.89	509,410.89	
City of Summit				
Operating		895,396.23	895,396.23	
		<u>895,396.23</u>	<u>895,396.23</u>	
	\$	<u>2,246,194.93</u>	<u>2,246,194.93</u>	

**SCHEDULE 4**

**NEW PROVIDENCE, SUMMIT, MILLBURN  
EMERGENCY SERVICES DISPATCH CENTER  
STATEMENT OF COST OF FACILITIES  
FOR THE YEAR ENDED DECEMBER 31, 2017**

<b>BALANCE - DECEMBER 31, 2016</b>	<b>\$ <u>579,588.94</u></b>
------------------------------------	-----------------------------

<b>BALANCE - DECEMBER 31, 2017</b>	<b>\$ <u>579,588.94</u></b>
------------------------------------	-----------------------------

**SCHEDULE 5**

**NEW PROVIDENCE, SUMMIT, MILLBURN  
EMERGENCY SERVICES DISPATCH CENTER  
STATEMENT OF ACCOUNTS PAYABLE  
FOR THE YEAR ENDED DECEMBER 31, 2017**

<b>BALANCE - DECEMBER 31, 2016</b>	\$	
<b>Increased by:</b>		
Expenditures		<u>2,482,605.12</u>
		2,482,605.12
<b>Decreased by:</b>		
Cash Disbursements		<u>2,133,195.32</u>
<b>BALANCE - DECEMBER 31, 2017</b>	\$	<u><u>349,409.80</u></u>
<b>Analysis of Balance:</b>		
Operating		<u>345,161.80</u>
	\$	<u><u>345,161.80</u></u>

**SCHEDULE 6**

**NEW PROVIDENCE, SUMMIT, MILLBURN  
EMERGENCY SERVICES DISPATCH CENTER  
STATEMENT OF PAYROLL WITHHOLDINGS & DEDUCTIONS PAYABLE  
FOR THE YEAR ENDED DECEMBER 31, 2017**

<b>BALANCE - DECEMBER 31, 2015</b>	\$ 7,486.84
<b>Increased by:</b>	
Transfers Payroll & Withholdings	<u>1,794,126.45</u>
	<u>1,801,613.29</u>
<b>Decreased by:</b>	
Disbursed	<u>1,791,388.78</u>
<b>BALANCE - DECEMBER 31, 2015</b>	\$ <u><u>10,224.51</u></u>
<b>Analysis of Balance:</b>	
PERS Withholdings	<u>10,224.51</u>
	\$ <u><u>10,224.51</u></u>

**SCHEDULE 7**

**NEW PROVIDENCE, SUMMIT, MILLBURN  
EMERGENCY SERVICES DISPATCH CENTER  
STATEMENT OF RESERVE FOR UNEMPLOYMENT INSURANCE  
FOR THE YEAR ENDED DECEMBER 31, 2016**

<b>BALANCE - DECEMBER 31, 2015</b>	<b>\$ 2,182.87</b>
<b>Increased by:</b>	
Employer Share of Unemployment Withholdings	<u>2,223.44</u>
<b>BALANCE - DECEMBER 31, 2016</b>	<b><u><u>\$ 4,406.31</u></u></b>

# Ferraioli, Wielkott, Cerullo & Cuva, P.A.

Charles J. Ferraioli, Jr., MBA, CPA, RMA  
Steven D. Wielkott, CPA, RMA  
James J. Cerullo, CPA, RMA  
Paul J. Cuva, CPA, RMA  
Thomas M. Ferry, CPA, RMA

Certified Public Accountants  
401 Wanaque Avenue  
Pompton Lakes, New Jersey 07442  
973-835-7900  
Fax 973-835-6631

Newton Office  
100B Main Street  
Newton, N.J. 07860  
973-579-3212  
Fax 973-579-7128

## **REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Management Committee of the  
New Providence, Summit & Millburn  
Emergency Services Dispatch Center  
New Providence, New Jersey 07974

We have audited, in accordance with auditing standards generally accepted in the United States of America; audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey; and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements - regulatory basis of the New Providence, Summit & Millburn Emergency Services Dispatch Center (a quasi-governmental organization), which comprise the balance sheet as of December 31, 2017 and 2016, and the related statements of revenues, expenses and changes in fund balance for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated June 5, 2018, which was adverse due to being presented in accordance with New Jersey regulatory basis of accounting.

### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the New Providence, Summit & Millburn Emergency Services Dispatch Center's 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-regulatory basis, but not for the purpose of expressing an opinion on the effectiveness of the New Providence, Summit & Millburn Emergency Services Dispatch Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's 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 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.



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 New Providence, Summit & Millburn Emergency Services Dispatch Center's 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*.

However we noted certain immaterial instances of noncompliance that we have reported to management in the accompanying Comments and Recommendations section of this report.

### **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 Organization'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 Organization's internal controls and compliance. Accordingly, this communication is not suitable for any other purpose.

*James Cerullo*

James Cerullo, C.P.A.  
Registered Municipal Accountant  
No. CR00415

*Ferraioli, Wielkotz, Cerullo & Cuva, P.A.*

FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.  
Certified Public Accountants  
Pompton Lakes, New Jersey

June 5, 2018

**NEW PROVIDENCE, SUMMIT & MILLBURN**  
**EMERGENCY SERVICES DISPATCH CENTER**  
**GENERAL COMMENTS AND RECOMMENDATIONS**  
**YEAR ENDED DECEMBER 31, 2017**

**GENERAL COMMENTS**

**Payment of Claims and Purchases**

1. There were no Business Registration Certificates on file for one vendor.

**RECOMMENDATIONS**

**Payment of Claims and Purchases**

1. That Business Registration Certificates be obtained for all required vendors and kept on file.

**ACKNOWLEDGMENT**

We received the complete cooperation of all of the officials of the Shared Dispatch Center and we greatly appreciate the courtesies extended to all members of the audit team.

Respectfully submitted,

*James Cerullo*

James Cerullo, C.P.A.  
Registered Municipal Accountant  
No. CR00415