



## Common Council of the City of Summit

Closed Session Agenda for Tuesday, October 2, 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)
  - Declare Vacancy – Health Department
  - Memo - R. Licatese, re Unfilled Appointments
    - Mayor's Appointments:  
**(confirmation required)**
      - Arts Committee (7)
      - Community Programs Advisory Board (1)
      - Rent Commission (2P) (1L)
      - Technology Advisory Committee (1)
    - None
  - Known for discussion
  - \* Known for consideration

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

### ADJOURN CLOSED SESSION



## Common Council of the City of Summit

## **Regular Meeting Agenda for Tuesday, October 2, 2018 7:30 PM**

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

## **COMMITTEE MEETING SCHEDULE**

Committee - Time - Attendees - Office

## **BUILDINGS AND GROUNDS COMMITTEE**

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

## **FINANCE and PERSONNEL COMMITTEE**

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

## **GENERAL SERVICES COMMITTEE**

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

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

## **WORKS COMMITTEE**

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

## LAW COMMITTEE

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

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



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

## **CALL TO ORDER**

### **ADEQUATE NOTICE COMPLIANCE STATEMENT**

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

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

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

## **ROLL CALL**

## **PLEDGE OF ALLEGIANCE**

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

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

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

*Please be advised that council meetings are broadcast live on Comcast Channel 36 and Verizon Channel 30 and rebroadcast on Thursdays and Saturdays on HomeTowne TV – 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 17, 2018

## **REPORTS**

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

## **PRESENTATIONS**

- Report to Council - Community Programs Advisory Board - Elaine Anderson, Chair
- Parking Conference Presentation - Rita McNany, Parking Services Manager

## **PUBLIC COMMENTS**

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

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

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

<u>Number</u>	<u>Title</u>	<u>Introduction Date</u>
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### **WORKS**

18-3174	<b>AN ORDINANCE AMENDING THE CODE, CHAPTER VII, TRAFFIC, SECTION 7-14, LOADING ZONES</b>	09/17/18
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### **BUILDINGS AND GROUNDS**

18-3175	<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>	09/17/18
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## **ORDINANCE(S) FOR FINAL CONSIDERATION**

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

<u>Number</u>	<u>Title</u>	<u>Introduction Date</u>
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### **WORKS**

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## **BUILDINGS AND GROUNDS**

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## **RESOLUTIONS**

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

## **FINANCE/PERSONNEL**

(ID # 5939)	1. Authorize Three Month Contract Extension - Grant Writing Services - Millennium Strategies LLC - \$10,500.00
(ID # 5941)	2. Authorize Two Year Contract Extension - January 1, 2019 through December 31, 2020 - Purchase of Walk-In Hardware Supplies 1. Summit Industrial Hardware Inc. Not To Exceed \$60,000.00 Per Year 2. Dreyer's Lumber & Hardware Inc. Not To Exceed \$25,000.00 Per Year
(ID # 5942)	3. Authorize Two Year Contract Extension - January 1, 2019 through December 31, 2020 - On-Call Landscaping Services - Not To Exceed \$55,000.00 Per Year
(ID # 5943)	4. Authorize Two Year Contract Extension - January 1 2019 through December 31, 2020 - On-Call HVAC Maintenance and Repair Services - Not To Exceed \$50,000.00 Per Year

## **BUILDINGS AND GROUNDS**

(ID # 5971)	1. Authorize Execution of Agreement with NJ Transit to Permit Installation of a Bicycle Storage Facility
(ID # 5984)	2. Appoint Shade Tree Advisory Committee Member ( <i>Pending Closed Session discussion</i> )

## **WORKS**

(ID # 5920) Authorize National Cooperative Purchase - Sourcewell - Purchase of Four (4) Salt Spreaders - \$137,880.00

## **GENERAL SERVICES**

(ID # 5960) Declare Vacancy - Senior Registered Environmental Health Specialist (*Pending Closed Session Discussion*)

## **CONSENT AGENDA**

### **SAFETY**

(ID # 5947) 1. Grant Permission and Set Forth Conditions - Summit Free Public Library & Summit Area YMCA - Halloween "Trunk or Treat" Event

(ID # 5949) 2. Grant Permission & Set Forth Conditions - Beacon Unitarian Church & Fountain Baptist Church Picnic

(ID # 5950) 3. Grant Permission And Set Forth Conditions Across The Street Banners – Springfield Ave - Summit Board Of Education – Friday Night Lights

## **WORKS**

(ID # 5935) 1. Authorize Bid Advertisement - Pine Grove Avenue Section 1 Improvement Project

(ID # 5952) 2. Authorize Bid Advertisement - 2019-2020 On-Site Vegetative Waste Grinding Services

(ID # 5958) 3. Authorize Refunds - Permit #16-163 - Road Opening and Storm Connection Deposits - 111 Bellevue Avenue

## **FINANCE/PERSONNEL**

(ID # 5951) 1. Amend Budget - Chapter 159 - Union County Level the Playing Field Grant

(ID # 5940) 2. Authorize Refund of Property Use Escrow - The Unitarian Church

(ID # 5934) 3. Refund Homestead Benefit and Cancel 2019 Preliminary Taxes/ Total Exempt Disabled Veteran

(ID # 5925) 4. Refund Overpayment of Curb and Sidewalk Assessment

(ID # 5926) 5. Authorize Refunds - Department of Community Programs

(ID # 5497) 6. Authorize Parking Refunds - Summit SmartCard, Prepaid Parking, and Overnight Parking Permits

(ID # 5731) 7. Authorizing Payment of Bills - \$603,074.31

## **COUNCIL MEMBERS' COMMENTS/NEW BUSINESS**

### **ADJOURNMENT REGULAR MEETING**

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

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

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

### **CORRESPONDENCE**

Letter - Tax Collector, re Certification of Mailing of Tax Bills

RECEIVED AND FILED

### **GENERAL INFORMATION**

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

#### Notices:

Millburn Zoning Board, Public Hearing on October 1, 2018, re 788 Morris Turnpike

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

1. Board of Education Minutes - 7/12/18
2. Board of Education Minutes - 7/30/18

## **ORDINANCES AND RESOLUTIONS EXPLANATION:**

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

### **Ordinances:**

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

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### **Resolutions:**

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

City Clerk's Office



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>18-3174</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'</u> south from the crosswalk at Springfield Avenue, extending 55' south towards Bank Street
<u>Deforest Avenue</u>		<u>North</u>	<u>West of Maple Avenue, 67'</u> Feet from crosswalk towards Woodland Avenue
<u>Deforest Avenue</u>		<u>North</u>	<u>East of Beechwood Road, 14'</u> from crosswalk to 101' towards Summit Avenue
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'</u> from crosswalk to 65' from same crosswalk
<u>Summit Avenue</u>	<u>All</u>	<u>South</u>	<u>Service Road behind the stores on the southerly side of Springfield Avenue and on the northerly side of Municipal</u>

			<u>Parking Lot No. 2.</u>
<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</u> <u>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. Licatese, City Clerk of the  
City of Summit, do hereby certify that  
the foregoing ordinance was duly passed  
by the Common Council of said City at  
a regular meeting held on

Approved:

Mayor

City Clerk



CITY OF SUMMIT - Division of Engineering  
DOWNTOWN LOADING ZONES  
JUNE 1, 2018

0 125 250 500 Feet

Packet Pg. 12



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.

ORDINANCE #	<b>18-3175</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. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing ordinance was duly passed by the Common Council of said City at a regular meeting held on

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 and 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

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

CITY OF SUMMIT

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.

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**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.

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

Attachment: 40 beechwood easement agreement (18-3175 : Ordinance Granting Air Rights Easement - 300 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. 7 degrees 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)

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)



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

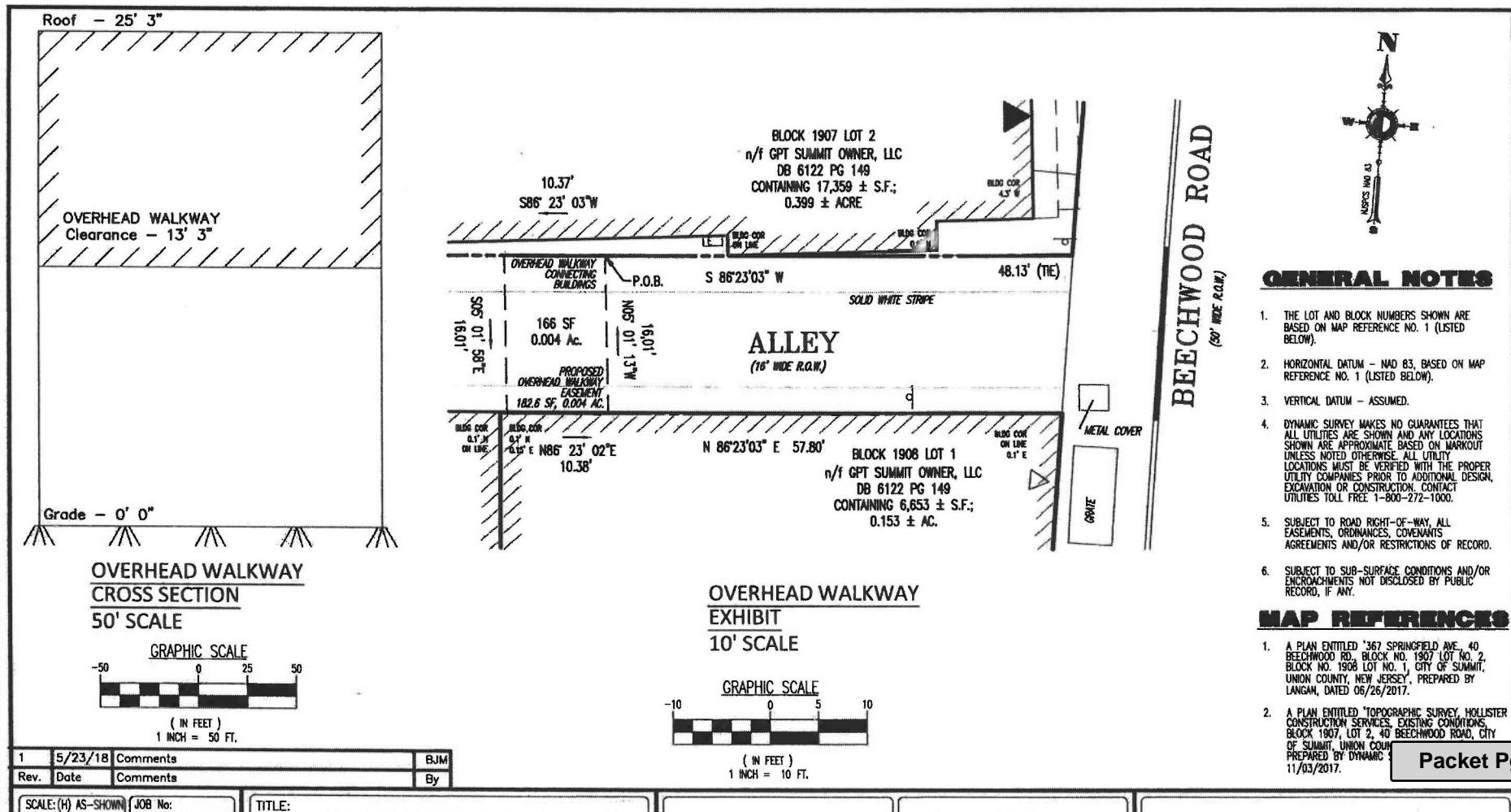
The above described easement has a clearance height of 13'3" from existing grade to bottom of overhead walk way and is subject to the rights and restrictions of easements, if any, being within and/or crossing the bounds as described above.

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

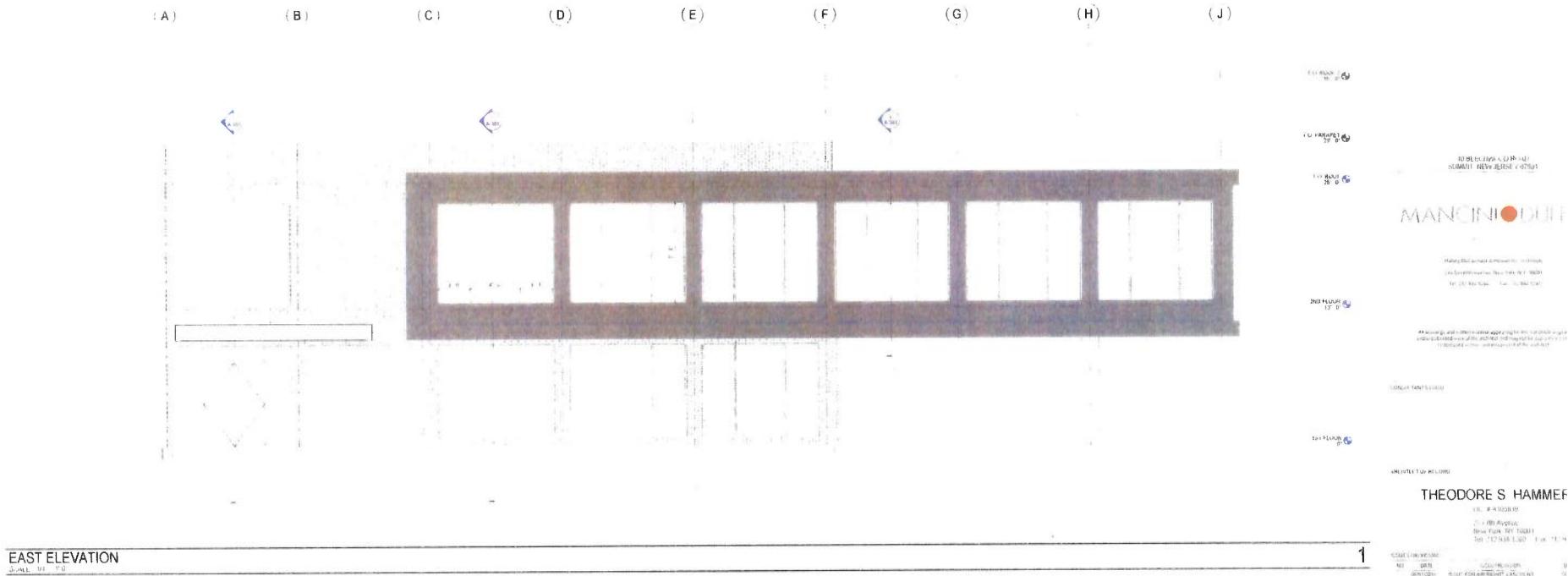
CS 5-23-18

Craig Black, PE, PLS Date  
Professional Engineer and Land Surveyor  
NJ License No. 24GB04257400

## **EXHIBIT C**



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



## **SITE PLAN**

2



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EAST ELEVATION

SK-...

Resolution (ID # 5939)  
October 2, 2018

**AUTHORIZE THREE MONTH CONTRACT EXTENSION - GRANT WRITING SERVICES -  
MILLENNIUM STRATEGIES LLC - \$10,500.00**

WHEREAS, Resolution #37499 dated September 6, 2016 authorized City of Summit agreement #16-3264 with Millennium Strategies LLC for Grant Writing Services for the October 5, 2016 through October 4, 2017 term for an amount not to exceed \$42,000.00 pursuant to the Competitive Contracting process, N.J.S.A. 40A:11-4.1.q, and

WHEREAS, upon finding that the services have successfully facilitated several grant awards for the City, Resolution #38066 dated September 19, 2017, exercised the one-year extension option to continue the agreement through October 4, 2018, and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 “a contract may be extended by mutual agreement of the parties to the contract when a contracting unit has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires”, and

WHEREAS, the City is currently in the process of issuing a revised Competitive Contracting Request for Proposals for Grant Writing Services in anticipation of awarding a new agreement to begin January 1, 2019, and

WHEREAS, Millennium Strategies LLC has agreed to extend the current agreement #16-3264 under the same terms, conditions and monthly retainer of \$3,500.00 per month for a three month period October 5, 2018 through December 31, 2018, and

WHEREAS, the cost of the service for October 5, 2018 through December 31, 2018 is not to exceed \$10,500.00, and

WHEREAS, funds in the amount of \$10,500.00 are available in account #8-01-20-100-000-500 and have been certified by the City Treasurer, attached hereto.

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

That current agreement #16-3264 with Millennium Strategies LLC for Grant Writing Services be extended for three months with the same terms, conditions and monthly retainer of \$3,500.00 per month for a three month period October 5, 2018 through December 31, 2018.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a regular meeting held on Tuesday, October 2, 2018.

City Clerk



**City Administrator's Office**  
R - Finance/Personnel

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

Meeting: 10/02/18 07:30 PM

## **RESOLUTION (ID # 5939)**

DOC ID: 5939

TO: Mayor and Common Council  
FROM: Michael Rogers, City Administrator  
DATE: September 11, 2018

City of Summit agreement #16-3264 with Millennium Strategies LLC for Grant Writing Services will expire October 4, 2018. During the term of this agreement, Millennium has successfully facilitated several grant awards for the City. Millennium has agreed to extend the current contract for three months October 5, 2018 through December 31, 2018 under the same terms, conditions and monthly retainer of \$3,500.00 per month, while the City reviews and revises the Request for Proposals in anticipation of awarding a new agreement to begin January 1, 2019.

A resolution authorizing a three month extension of the agreement with Millennium Strategies LLC for Grant Writing Services from October 5, 2018 through December 31, 2018, at a cost not to exceed \$10,500.00 is recommended.

# MILLENNIUM

## STRATEGIES

September 10, 2018

Mr. Michael F. Rogers, City Administrator  
 City of Summit  
 Office of the City Administrator  
 512 Springfield Avenue  
 Summit, New Jersey 07901

***RE: Proposal for Continuation of Grant Writing Services***

Dear Mr. Rogers:

Millennium Strategies, LLC is pleased to submit this proposal for a continuation of grant writing services on behalf of the City of Summit. As you know, we have had the pleasure to serve as the City's Grant Writer for the last two years where we have developed close and collaborative relationships with various department heads and administrative officials. During our second year, we provided the City with 37 grant opportunities of interest and submitted 22 grant applications. Of those applications, seven (7) have been awarded, providing \$448,300 in awarded grant funding, and two (2) remain under review by various funding agencies representing an additional \$631,492 in potential grant funding. These applications seek to improve transportation infrastructure and the quality of life of those who reside in the City of Summit. A copy of our year-end report for 2017-2018 is attached hereto and will provide you with a comprehensive overview of all services Millennium Strategies provided during the past calendar year.

**COMPANY PROFILE**

As Millennium's CEO and former Chief of Staff to Congressman Bill Pascrell, I have shepherded critical projects to completion with federal, state, and county agencies. As Millennium's Principal, Susan Scavone has more than 25 years of experience in government and grant writing. She leads the firm's Disaster Recovery practice with substantial experience assisting clients following Hurricane Irene and Superstorm Sandy as well as more recently declared disasters. Together, Sue and I have assembled Millennium's accomplished team which includes a full-time research associate, 14 grant writers, and the support staff necessary to meet the demands of timely, professional, and competitive submissions. We are headquartered at 60 Columbia Road in Morristown, New Jersey.

Should Millennium have the opportunity to continue assisting the City of Summit, I would remain as the partner in charge of the account. In addition, Chris Sprague, will continue to serve as Summit's Client Service Director, and Norah Hatch as its Grants Manager. Together, Chris and Norah have secured over \$25 million in grant funding for municipal, school district and non-profit clients. Through the preparation of successful proposals to federal, state, county, local and private foundation funding sources, they have supported a wide range of critical projects in the communities we serve, including transportation, open space, education, sustainability, security, law enforcement, health, and financial education projects. Additional staff biographies, list of current clients and references are attached for your consideration.

## **PROPOSED SERVICES**

Millennium Strategies will provide our full suite of Grant Writing Services including but not limited to the following:

1. ***Development of Strategic Plan*** – Millennium will continue developing Summit's Strategic Plan for grant research and funding to be pursued in keeping with the City's budget, capital plan and other identified objectives. This activity will continue to involve the entire Millennium project team, department heads and key personnel as identified by the City.
2. ***Research Available Opportunities / Frequent Notification*** – Millennium will continue researching all available grant opportunities that support the City's priorities on an ongoing basis for the duration of the contract period. Grant summaries and detailed application breakdowns will be provided to key personnel as the City selects grant opportunities that are consistent with the Strategic Plan. This will be an ongoing activity throughout the contract period and will require the involvement of the entire Millennium project team.
3. ***Complete Grant Writing*** – Millennium will complete all grant applications, both presented by Millennium and identified by the City, in accordance with funding guidelines established by the granting entity, on a continuing basis for the duration of the contract period and will require the involvement of the entire Millennium Team proposed for this relationship.
4. ***Monthly Reporting*** – Millennium will submit a monthly report detailing all activities undertaken by the Millennium team on behalf of the City as well as a Monthly Invoice. This memo will include all Grants Recommended, Grants Awarded, Grants Pending, Grants Researched, Grants-in-Progress as well as Grants Denied for an ongoing assessment of the Strategic Plan.
5. ***Complete Grant Management and Administration*** – As necessary, Millennium will provide services which include but are not limited to coordinating and filing requisite grant reports, providing project updates to interested parties, securing reimbursement when applicable, providing cost reconciliation services to support accurate and timely grant closure as well as extension requests.
6. ***Meeting Attendance*** – Millennium will attend meetings as requested with 48 hours' notice.

## **FEE PROPOSAL**

Millennium Strategies will continue to provide all of the services listed above for a monthly retainer of \$3,500 through the remainder of the 2018 Calendar Year. Our fees include all travel time and expenses as well as attendance at all designated meetings. There are no hidden costs associated with our fee structure and our contract provides for a mutual 14-day opt out. Millennium Strategies is in conformance with all applicable affirmative action laws, has no judgments against us, and is not now nor has ever been involved in any bankruptcy proceedings. Millennium does not employ any relatives of the City nor are any of our employees unionized.

Thank you for considering Millennium Strategies. Please do not hesitate to contact me at (973) 226-3329 should you have any questions or require further information.



Ed Farmer  
President & CEO

# MILLENNIUM

## STRATEGIES

### MEMORANDUM

**TO:** Michael Rogers, Megan Champney  
**FROM:** Norah Hatch  
**DATE:** September 10, 2018  
**RE:** Year-end Activity Report  
**CC:** Chris Sprague and Ed Farmer

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This memo will provide an overview of all work performed by Millennium Strategies on behalf of the City of Summit through September 2018, for the contract period running October 2017 through September 2018.

#### Grants Awarded

Funding Program	Purpose of Grant	Amount of Award	Month of Award
Union County – History Re-Grant (HTTV)	HTTV History Series	\$1,000.00	November 2017
Union County – Local Arts Grant (HTTV)	HTTV Art Series	\$1,200.00	November 2017
Summit Area Public Foundation	Summit Park Line Project	\$35,000.00	November 2017
NJHTS – Drunk Driving Enforcement Fund	DWI Patrol Overtime and Equipment	\$2,500.00	March 2018
Overlook Foundation	Summit Park Line Project	\$5,000.00	March 2018
NJ DOT – Safe Streets to Transit	Summit Station Safe Streets to Transit Project	\$400,000.00	May 2018
NJ BPU – NJ SmartStart	Community Center Boilers	\$3,600.00	August 2018

**TOTAL AWARDED DURING 2017-2018 CONTRACT PERIOD: \$448,300.00**

#### Grant Applications Submitted, Pending Review

Date Submitted	Funding Program	Purpose	Amount Requested	Estimated Response
8/23/2018	NJ DOT – Transportation Alternatives	Morris Avenue and Broad Street Sidewalk Project	\$624,675.00	Spring 2019
8/22/2018	NJ BPU – NJ SmartStart Buildings Program	Incentives for Community Center Reconstruction – HVAC Systems	\$6,816.77	Fall 2018

**TOTAL PENDING DURING 2017-2018 CONTRACT PERIOD: \$631,491.77**

### Grant Applications in Progress

<b>Due Date</b>	<b>Funding Program</b>	<b>Amount Available</b>	<b>Date Noticed</b>
Rolling	NJ BPU – NJ SmartStart	TBD	7/31/2018
10/8/2018	NJDOT – Bikeways	\$350,000.00	7/31/2018
10/8/2018	NJDOT -Safe Streets to Transit	TBD	7/31/2018
10/8/2018	NJDOT – Transit Village	TBD	7/31/2018
10/1/2018	Summit Area Public Foundation	TBD	6/11/2018

### Other Grant Opportunities Recommended

<b>Due Date</b>	<b>Funding Program</b>	<b>Amount Available</b>	<b>Date Noticed</b>
Rolling	US DoD – 1033 Program	Varies	11/21/2107
Rolling	NJ DEP – It Pay\$ to Plug In: NJ's Electric Vehicle Workplace Charging Grants	\$5,000.00	1/17/2018
Rolling	The Recycling Partnership – Improve Residential Curbside Recycling Systems Grant	Varies	2/27/2018
10/31/2018	Sustainable Jersey – Gardinier Environmental Fund Grants	\$30,000.00	8/27/2018
10/8/2018	New Jersey Department of Transportation (NJDOT) – Municipal Aid	Varies	7/31/2018
8/31/2018	New Jersey Department of Community Affairs (NJDCA) – Recreational Opportunities for Individuals with Disabilities (ROID)	\$20,000.00	7/31/2018
8/31/2018	NJ Division of Criminal Justice (DCJ) – State Body Armor Replacement Fund Program	Varies	7/25/2018
8/29/2018	Union County: Greening Union County Grant Program	Varies	6/12/2018
8/29/2018	Union County - Kids Recreation Trust Fund	\$1,000,000.00	6/12/2018
8/23/2018	NJ Department of Transportation - Safe Routes to School Program	\$1,000,000.00	5/15/2018
8/15/2018	The Leary Firefighters Foundation - Jeremiah Lucey Grant Program	\$35,000.00	4/2/2018
5/29/2018	US Department of Justice (DOJ), Bureau of Justice Assistance (BJA) – Bulletproof Vest Partnership (BVP) Program	Varies	4/16/2018
5/16/2018	AARP – Community Challenge	\$10,000.00	4/2/2018
5/3/2018	New Jersey Historic Trust – 2018 Historic Site Management Grant	\$50,000.00	1/3/2018

4/30/2018	NJ Division of Highway and Traffic Safety Grant – Pedestrian Safety Enforcement and Education Fund	\$15,000.00	2/2/2018
4/27/2018	US DHS, FEMA – Staffing for Adequate Fire and Emergency Response (SAFER)	Varies	3/6/2018
4/17/2018	NJ Division of Travel and Tourism – Cooperative Marketing Grant	\$25,000.00	3/12/2018
4/14/2018	New Jersey Council for the Humanities (NJCH) – Action Grant	\$20,000.00	2/27/2018
4/13/2018	Association of New Jersey Environmental Commissions (ANJEC) – Grants for Open Space Stewardship Projects	\$1,500.00	3/12/2018
4/11/2018	Reeve Foundation – Quality of Life Grants Program	\$30,000.00	1/8/2018
4/2/2018	NJ BPU – Compressed Natural Gas (CNG) Vehicle Grant Program	\$50,000.00	3/5/2018
4/1/2018	Union County – Infrastructure and Municipal Aid Grant	Varies	3/5/2018
3/31/2018	FM Global Foundation – Fire Prevention	\$5,000.00	2/12/2018
3/26/2018	New Jersey American Water – Environmental Grant Program	\$10,000.00	2/5/2018
3/23/2018	Together NJ (TNJ) & NJ Transportation Planning Authority (NJTPA) – Transit Hub Program	Technical Assistance	3/5/2018
3/16/2018	FEMA – Fire Prevention and Safety (FP&S) Grants	Varies	1/29/2018
3/16/2018	Sustainable Jersey Roots for Rivers Reforestation Grant	\$20,000.00	2/20/2018
3/16/2018	Union County Means Green Community Garden Grant	\$2,000.00	2/20/2018
3/2/2018	National Recreation and Park Association (NRPA), Walt Disney Company – Play Spaces Grant	\$30,000.00	1/17/2018
2/28/2018	Sustainable Jersey – 2018 Small Grants Program	\$20,000.00	1/3/2018
2/26/2018	NJ DEP – Tree Recovery Program	In-Kind Seedlings	1/29/2018
2/16/2018	Dr. Pepper Snapple Group/Keep America Beautiful—2018 Park Recycling Infrastructure Grant Program	In-Kind Recycling Bins	1/29/2018
1/29/2018	NJ Department of Law and Public Safety 2018 Summer Expansion Programming Grant	\$20,000.00	12/13/2017
12/19/2017	Union County – Level the Playing Field 2017	Varies	10/31/2017
11/27/2017	NJDEP VW Environmental Mitigation Trust	Varies	11/6/2017

11/15/2017	Whole Kids Foundation Garden Grants	\$2,000.00	10/4/2017
11/30/2017	FM Global Foundation – Fire Prevention	\$4,000.00	10/27/2017

#### Miscellaneous Grants Support and Administrative Services

Date	Service Description	Outcome
6/26/2018	Meeting with Engineering Department	Discussed Transportation Alternative Set-aside Program

#### Grant Applications Submitted, Funding Not Awarded

Funding Program	Purpose	Requested Amount
The Hyde and Watson Foundation	Summit Parkline Project	\$100,000.00
NJ BPU – NJ SmartStart Buildings Program	Incentives for Community Center Reconstruction – HVAC Systems	\$9,600.00
NJ BPU – NJ SmartStart	Incentives for Community Center Reconstruction – Water Heaters	\$600.00
Investors Foundation	Summit Park Line – Phase I of the Project	\$10,000.00
FEMA Assistance to Firefighters Grant	32 Self Contained Breathing Apparatuses Units for the Summit Fire Department	\$236,546.00
Keep America Beautiful	Recycling Bins in Parks	In-kind Recycling Bins
Keep America Beautiful	Recycling Bins in Parks	In-kind Recycling Bins
Horizon Foundation	Healthy Living Television Program for HTTV	\$20,000.00
Quadratecs – Energize the Environment	Summit Park Line Project Funding	\$3,500.00
OMC – Atlantic Health Community	Summit Park Line – Phase I of the Project	\$10,000.00
NJ DOT – Transit Village	Village Green Pedestrian Safety Project: Phase Two	\$613,195.00
NJ DOT – Bikeways	Summit Park Line Project	\$350,000.00
FEMA Assistance to Firefighters Grant	32 Self Contained Breathing Apparatuses Units for the Summit Fire Department	\$236,546.00

## Certification of Availability of Funds

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

Resolution Date: October 2, 2018  
Resolution Doc Id: 5939

Vendor: Millennium Strategies, LLC  
60 Columbia Road  
Building B, Suite 230  
Morristown, NJ 07960

Purchase Order Number: 18-01100

Account Number	Amount	Account Description
8-01-20-100-000-500	\$10,500.00	A&E Contract Services

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

**F/P (R) #2**

Resolution (ID # 5941)  
October 2, 2018

**AUTHORIZE TWO YEAR CONTRACT EXTENSION - JANUARY 1, 2019 THROUGH  
DECEMBER 31, 2020 - PURCHASE OF WALK-IN HARDWARE SUPPLIES 1. SUMMIT  
INDUSTRIAL HARDWARE INC. NOT TO EXCEED \$60,000.00 PER YEAR 2. DREYER'S  
LUMBER & HARDWARE INC. NOT TO EXCEED \$25,000.00 PER YEAR**

WHEREAS, on July 25, 2017, Common Council adopted resolution #38000 authorizing contract #17-3358 with Summit Industrial Hardware, Inc. not to exceed \$60,000.00 per year and contract #17-3359 with Dreyer's Lumber & Hardware, Inc. not to exceed \$25,000.00 per year for the Purchase of Walk-In Hardware Supplies through December 31, 2018, and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the original specifications included the option for a contract extension from January 1, 2019 through December 31, 2020, and

WHEREAS, both vendors agreed to consideration of the extension in the original bid, and

WHEREAS, both contracts have proven beneficial to the City and both vendors has provided the goods and/or services in an effective and efficient manner, and

WHEREAS, the Purchasing Agent recommends exercising the extension option for both contracts from January 1, 2019 through December 31, 2020 under the same terms and conditions of the original contract.

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

1. That contract #17-3358 with Summit Industrial Hardware, Inc., 107 Park Avenue, Summit, NJ 07901, for the Purchase of Walk-In Hardware Supplies be extended under the same terms and conditions of the original contract from January 1, 2019 through December 31, 2020 for an amount not to exceed \$60,000.00 per year.
2. That contract #17-3359 with Dreyer's Lumber & Hardware, Inc., 20 Watchung Avenue, Chatham, NJ 07928, for the Purchase of Walk-In Hardware Supplies be extended under the same terms and conditions of the original contract from January 1, 2019 through December 31, 2020 for an amount not to exceed \$25,000.00 per year.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a regular meeting held on Tuesday, October 2, 2018.

City Clerk



**Purchasing**  
R - Finance/Personnel  
[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 10/02/18 07:30 PM

## **RESOLUTION (ID # 5941)**

DOC ID: 5941

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TO: Mayor and Common Council

FROM: Michelle Caputo, Assistant Deputy Clerk

DATE: September 11, 2018

### **SUMMARY**

## Purchasing Agent

# Memo

**To:** Mayor and Common Council  
**From:** Michelle Caputo  
**Date:** 9/25/18  
**Re:** Authorize Two-Year Contract Extensions – 1/1/19 through 12/31/20  
 1. Walk-In Hardware Supplies (multiple awards)  
 2. On-Call HVAC Maintenance and Repair Services  
 3. On-Call Landscaping Services

In 2017, purchases of various goods and services used throughout the City were reviewed for usage, aggregate amount spent per vendor, and procurement process. As a result, the City issued bids and awarded several contracts that will expire 12/31/18, with each including the option for one two-year extension from 1/1/19 through 12/31/20, as permitted by N.J.S.A. 40A:11-15.

All of the following contracts have proven beneficial for the City in both ease of use and discounted costs to the City. The vendors have consistently met all terms of the contracts, provided the goods and/or services in an effective and efficient manner, and agreed to consideration of the extension in the original bid. The annual not to exceed amounts established in the original contract awards have proven sufficient, and funds will be certified for each contract from the appropriate lines in each department's operating budget as purchases are authorized.

A resolution is requested authorizing the two-year extension of each of the following contracts from 1/1/19 through 12/31/20:

1. Walk-In Hardware Supplies
  - a. Summit Industrial Hardware, Inc., not to exceed \$60,000.00 per calendar year (\$29,795.81 2018 YTD as of the date of this memo)
  - b. Dreyer's Lumber & Hardware, Inc., not to exceed \$25,000.00 per calendar year (\$19,008.53 YTD)
2. On-Call HVAC Maintenance and Repair Services – TM Brennan Contractors, Inc., not to exceed \$50,000.00 per calendar year (\$15,862.30 YTD)
3. On-Call Landscaping Services – ALS t/a Adam Scheppe Landscaping, not to exceed \$55,000.00 per calendar year (\$29,905.50 YTD)

Resolution (ID # 5942)  
October 2, 2018

**AUTHORIZE TWO YEAR CONTRACT EXTENSION - JANUARY 1, 2019 THROUGH  
DECEMBER 31, 2020 - ON-CALL LANDSCAPING SERVICES - NOT TO EXCEED \$55,000.00  
PER YEAR**

WHEREAS, on October 3, 2017, Common Council adopted resolution #38091 authorizing contract #17-3372 with ALS t/a Adam Scheppe Landscaping not to exceed \$35,000.00 per year and another contract award to Blizzard Landscaping, Inc. not to exceed \$20,000.00 per year for On-Call Landscaping Services through December 31, 2018, and

WHEREAS, Blizzard Landscaping, Inc. failed to execute the contract, and,

WHEREAS, on December 19, 2017, Common Council adopted resolution #38191 rescinding the award to Blizzard Landscaping, Inc. and amending contract #17-3372 to increase the amount by \$20,000.00 per year for a total contract amount not to exceed \$55,000.00 per year, and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the original specifications included the option for a contract extension from January 1, 2019 through December 31, 2020, and

WHEREAS, ALS t/a Adam Scheppe Landscaping agreed to consideration of the extension in the original bid, and

WHEREAS, the contract with ALS t/a Adam Scheppe Landscaping has proven beneficial to the City and ALS t/a Adam Scheppe Landscaping has provided the goods and/or services in an effective and efficient manner, and

WHEREAS, the Purchasing Agent recommends exercising the extension option for contract #17-3372 with ALS t/a Adam Scheppe Landscaping from January 1, 2019 through December 31, 2020 under the same terms and conditions of the original contract.

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

That contract #17-3372 with ALS t/a Adam Scheppe Landscaping, 82 Park Avenue, Summit, NJ 07901, for the On-Call Landscaping Services be extended under the same terms and conditions of the original contract from January 1, 2019 through December 31, 2020 for an amount not to exceed \$55,000.00 per year.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a regular meeting held on Tuesday, October 2, 2018.

City Clerk



**Purchasing**  
R - Finance/Personnel  
[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 10/02/18 07:30 PM

## **RESOLUTION (ID # 5942)**

DOC ID: 5942

---

TO: Mayor and Common Council

FROM: Michelle Caputo, Assistant Deputy Clerk

DATE: September 11, 2018

### **SUMMARY**

## Purchasing Agent

# Memo

**To:** Mayor and Common Council  
**From:** Michelle Caputo  
**Date:** 9/25/18  
**Re:** Authorize Two-Year Contract Extensions – 1/1/19 through 12/31/20
 

- 1. Walk-In Hardware Supplies (multiple awards)
- 2. On-Call HVAC Maintenance and Repair Services
- 3. On-Call Landscaping Services

In 2017, purchases of various goods and services used throughout the City were reviewed for usage, aggregate amount spent per vendor, and procurement process. As a result, the City issued bids and awarded several contracts that will expire 12/31/18, with each including the option for one two-year extension from 1/1/19 through 12/31/20, as permitted by N.J.S.A. 40A:11-15.

All of the following contracts have proven beneficial for the City in both ease of use and discounted costs to the City. The vendors have consistently met all terms of the contracts, provided the goods and/or services in an effective and efficient manner, and agreed to consideration of the extension in the original bid. The annual not to exceed amounts established in the original contract awards have proven sufficient, and funds will be certified for each contract from the appropriate lines in each department's operating budget as purchases are authorized.

A resolution is requested authorizing the two-year extension of each of the following contracts from 1/1/19 through 12/31/20:

1. Walk-In Hardware Supplies
  - a. Summit Industrial Hardware, Inc., not to exceed \$60,000.00 per calendar year (\$29,795.81 2018 YTD as of the date of this memo)
  - b. Dreyer's Lumber & Hardware, Inc., not to exceed \$25,000.00 per calendar year (\$19,008.53 YTD)
2. On-Call HVAC Maintenance and Repair Services – TM Brennan Contractors, Inc., not to exceed \$50,000.00 per calendar year (\$15,862.30 YTD)
3. On-Call Landscaping Services – ALS t/a Adam Scheppe Landscaping, not to exceed \$55,000.00 per calendar year (\$29,905.50 YTD)

**AUTHORIZE TWO YEAR CONTRACT EXTENSION - JANUARY 1 2019 THROUGH  
DECEMBER 31, 2020 - ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES - NOT TO  
EXCEED \$50,000.00 PER YEAR**

WHEREAS, on September 5, 2017, Common Council adopted resolution #38030 authorizing contract #17-3380 with TM Brennan Contractors, Inc. for On-Call HVAC Maintenance and Repair Services not to exceed \$50,000.00 per year through December 31, 2018, and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the original specifications included the option for a contract extension from January 1, 2019 through December 31, 2020, and

WHEREAS, TM Brennan Contractors, Inc. agreed to consideration of the extension in the original bid, and

WHEREAS, the contract with TM Brennan Contractors, Inc. has proven beneficial to the City and TM Brennan Contractors, Inc. has provided the goods and/or services in an effective and efficient manner, and

WHEREAS, the Purchasing Agent recommends exercising the extension option for contract #17-3380 with TM Brennan Contractors, Inc. from January 1, 2019 through December 31, 2020 under the same terms and conditions of the original contract.

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

That contract #17-3380 with TM Brennan Contractors, Inc., 3505 Route 94, Hamburg, NJ 07419 for the On-Call HVAC Maintenance & Repair Services be extended under the same terms and conditions of the original contract from January 1, 2019 through December 31, 2020 for an amount not to exceed \$50,000.00 per year.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a regular meeting held on Tuesday, October 2, 2018.

City Clerk



**Purchasing**  
R - Finance/Personnel  
[www.cityofsummit.org](http://www.cityofsummit.org)

Meeting: 10/02/18 07:30 PM

## **RESOLUTION (ID # 5943)**

DOC ID: 5943

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TO: Mayor and Common Council

FROM: Michelle Caputo, Assistant Deputy Clerk

DATE: September 11, 2018

### **SUMMARY**

## Purchasing Agent

# Memo

**To:** Mayor and Common Council  
**From:** Michelle Caputo  
**Date:** 9/25/18  
**Re:** Authorize Two-Year Contract Extensions – 1/1/19 through 12/31/20  
 1. Walk-In Hardware Supplies (multiple awards)  
 2. On-Call HVAC Maintenance and Repair Services  
 3. On-Call Landscaping Services

In 2017, purchases of various goods and services used throughout the City were reviewed for usage, aggregate amount spent per vendor, and procurement process. As a result, the City issued bids and awarded several contracts that will expire 12/31/18, with each including the option for one two-year extension from 1/1/19 through 12/31/20, as permitted by N.J.S.A. 40A:11-15.

All of the following contracts have proven beneficial for the City in both ease of use and discounted costs to the City. The vendors have consistently met all terms of the contracts, provided the goods and/or services in an effective and efficient manner, and agreed to consideration of the extension in the original bid. The annual not to exceed amounts established in the original contract awards have proven sufficient, and funds will be certified for each contract from the appropriate lines in each department's operating budget as purchases are authorized.

A resolution is requested authorizing the two-year extension of each of the following contracts from 1/1/19 through 12/31/20:

1. Walk-In Hardware Supplies
  - a. Summit Industrial Hardware, Inc., not to exceed \$60,000.00 per calendar year (\$29,795.81 2018 YTD as of the date of this memo)
  - b. Dreyer's Lumber & Hardware, Inc., not to exceed \$25,000.00 per calendar year (\$19,008.53 YTD)
2. On-Call HVAC Maintenance and Repair Services – TM Brennan Contractors, Inc., not to exceed \$50,000.00 per calendar year (\$15,862.30 YTD)
3. On-Call Landscaping Services – ALS t/a Adam Scheppe Landscaping, not to exceed \$55,000.00 per calendar year (\$29,905.50 YTD)

Resolution (ID # 5971)  
October 2, 2018

**AUTHORIZE EXECUTION OF AGREEMENT WITH NJ TRANSIT TO PERMIT  
INSTALLATION OF A BICYCLE STORAGE FACILITY**

WHEREAS, New Jersey Transit Corporation (“NJ Transit”) owns a parcel of land approximately 336 square feet, adjacent to NJ Transit’s Summit Train Station, along the Morristown Line located in the City of Summit, and

WHEREAS, on December 19, 2017, the Common Council of the City of Summit adopted Resolution No. 38188 Authorizing Support for the Installation of a 36-Bicycle Shelter/Locker Structure on said New Jersey Transit Property Located at the Summit Train Station (“License Area”) and Requesting that New Jersey Transit Enter into an Agreement for Same, and

WHEREAS, NJ Transit has prepared a license agreement whereby NJ Transit will grant unto the City permission to use the License Area for the sole purpose of removing the existing structure and constructing, maintaining, repairing and operating a new thirty-six (36) bicycle shelter and locker structure, and

WHEREAS, under the terms and conditions of the License Agreement, the City will remove the existing fourteen (14) lockers to construct a new thirty-six (36) bicycle shelter and locker structure with video surveillance in the License Area, and

WHEREAS, the new bicycle structure would be an excellent amenity for the community and is in the best interests of the City of Summit and its residents.

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

That the Mayor and City Clerk be and they are hereby authorized to sign the License Agreement with New Jersey Transit for the purpose of constructing, maintaining and operating a bicycle shelter on NJ Transit property for a term of five (5) years commencing on September 1, 2018 through August 31, 2023 at the following annual fees:

Year 1	\$300.00
Year 2	\$308.00
Year 3	\$316.00
Year 4	\$324.00
Year 5	\$332.00

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a special meeting held on Tuesday evening October 2, 2018.

City Clerk



## RESOLUTION (ID # 5971)

DOC ID: 5971

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: September 20, 2018

### **SUMMARY**

In 2016, the Division teamed with the New Jersey Bike Walk Coalition (NJBWC) to find locations for a bike shelter near the train station. The current location of the fourteen (14) bike lockers was selected a prime spot due to its close proximity to the train station and the ability to expand the bicycle parking up to thirty-six (36) without a need to expand the existing concrete pad. This area is located on NJ Transit property and obtaining approval to install the shelter proved to be a herculean task. After much pressure from the Mayor, an agreement has finally arrived and a resolution is required to formally enter into the agreement. If approved, a subsequent agreement would be considered by Council to permit NJBWC to install and maintain the shelter on behalf of the City much like they do in Bloomfield, Elizabeth, and Montclair.

Bicycle use has remained high at the train station. Over the last three (3) years, the Division has been tracking bicycle use at the station and during non-winter months, an average of approximately 50 bicycles are parked at and around the station. The highest total recorded was 83. The counts do not include parking in the existing bike lockers as there is no means to tell if they are occupied, but there currently is a waiting list to rent those. This amenity will be a great benefit to commuters and the bicycle community alike and it will offer opportunities to eventually team with the local bike shops to promote an alternative means of transportation.

The annual fee is reasonable and will be absorbed by the NJBWC as part of their management of the shelter upon installation. If the fee is required before the installation is completed, it can be accommodated within current/future operating budgets. The JIF have confirmed that they will ultimately insure the structure. NJBWC would provide additional insurance indemnifying and holding the City harmless as is standard with all contracts.

At this time I recommend that Common Council approve a resolution authorizing the execution of this agreement.

Philip D. Murphy, Governor  
 Sheila Y. Oliver, Lieutenant Governor  
 Diane Gutierrez-Scacetti, Acting Commissioner  
 Kevin S. Corbett, Executive Director

**NJTRANSIT**  
 One Penn Plaza East  
 Newark, NJ 07105-2246  
 973-491-7000

VIA FIRST CLASS MAIL

August 1, 2018

City of Summit  
 512 Springfield Avenue  
 Summit, New Jersey 07901  
 Attn: Mayor Nora G. Radest



Re: NJ TRANSIT License # L1727-2000-17, City of Summit  
Agreement for Parcel of Land located in Summit, New Jersey

Dear Mayor Radest:

Enclosed please find three (3) originals of a License Agreement for execution, which includes, *inter alia*, the following terms:

**Term:** Five (5) years with one three (3) year Option Term, commencing September 1, 2018.

**Fee:** \$300.00 annually, with annual increases in the amount of 2.5%.

Please have an authorized representative of the City of Summit execute all three (3) License Agreements **in the presence of a witness** and return along with the following:

- Certificate of Insurance and Copy of Policy or Insurance Binder in compliance with the terms of the License Agreement.

A separate rent invoice shall be mailed to you upon the execution of the License Agreement. Please execute and return all documentation within fifteen (15) days to the following address:

NJ TRANSIT  
 One Penn Plaza East  
 Real Estate Department, 7<sup>th</sup> Floor  
 Newark, NJ 07105  
 Attn: Aloysius Amaechi

Returned License Agreements that do not include the above mentioned items will not be executed or accepted.

We encourage you to execute your License within the fifteen (15) day return time. If for any reason you are unable to do so please contact us immediately.

Please feel free to contact me at (973) 491-8234, Aloysius Amaechi, NJ TRANSIT's Manager – Property Management, at (973) 491-7936 or Ilya Mordukhaev of Greystone Management Solutions, NJ TRANSIT's Lease Coordinator, at (973) 491-7318, if you have any questions.

Very truly yours,



Gregory Diaz, Director of Property Management

Enclosures

cc: A. Amaechi, Manager - Property Management, Lease Negotiations & Compliance  
J. Del Colle, Government and Community Relations  
M. Plesnitzer, Greystone Management Solutions  
I. Mordukhaev, Greystone Management Solutions  
File: L1727-2000-17, City of Summit

License #L1727-2000-17

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with an office at One Penn Plaza East, Newark, New Jersey 07105-2246, (hereinafter "NJ TRANSIT") and the City of Summit, a New Jersey municipal corporation, with an office located at 512 Springfield Avenue, Summit, New Jersey 07901 ("Licensee").

WHEREAS, NJ TRANSIT owns the property described as a parcel of land containing approximately 336 square feet, adjacent to NJ TRANSIT's Summit Train Station ("Train Station"), along the Morristown Line, M.P. 20.00, located in the City of Summit, County of Union, State of New Jersey ("License Area"), as shown on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to take down and remove the existing bicycle locker structure currently located in the License Area ("Existing Structure"), to construct a bicycle shelter and locker structure (Bicycle Structure) to be bolted on the ground in the same footprint as the existing current structure;

WHEREAS, Licensee desires to obtain a license ("License") from NJ TRANSIT for the purpose of removing the Existing Structure and constructing, maintaining, and operating the Bicycle Structure in the License Area.

WHEREAS, the parties have agreed that NJ TRANSIT will grant unto Licensee permission to use the License Area for the sole purpose of removing the Existing Structure and constructing, maintaining, repairing, and operating the Bicycle Structure pursuant to the terms and conditions as herein set forth.

WHEREAS, on December 19, 2017, the Council of the City of Summit approved Resolution 38188, authorizing the entering into and execution of this License Agreement, a copy of which is attached as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this License Agreement, and for other good and valuable consideration, NJ TRANSIT and Licensee agree as follows.

**1. Term of License**

NJ TRANSIT grants Licensee subject to the terms of this License Agreement a term of five (5) years ("Term") commencing on September 1, 2018 ("Commencement Date") and ending on August 31, 2023 ("Termination Date"). At NJ TRANSIT's sole and absolute discretion, and provided that Licensee is not in default of its obligations hereunder, this License Agreement may be extended for one (1) additional term of three (3) years ("Option Term") upon written notice delivered to NJ TRANSIT not less than ninety (90) days before the Termination Date of this License Agreement. Licensee acknowledges that such Option Term, if consented to by NJ TRANSIT, shall be upon the same terms and conditions as set forth herein, except there shall be no further right to extend the License Agreement.

The provisions of this paragraph are in addition to and not in derogation of NJ TRANSIT's termination rights to pursuant to Paragraph 18 herein.

**2. Location of License Area**

The removal of the Existing Structure and the construction, operation, repair and maintenance of the Bicycle Structure is solely restricted to the area depicted and shown on Exhibit A referred to as the License Area, and the Bicycle Structure is depicted and shown on Exhibit C. At no time shall Licensee interfere with or impair in any way with NJ TRANSIT's operations and the provision of services to its customers during the term of this License Agreement, and Licensee shall not block or impair in any way ingress or egress to the Train Station's parking lot and platform.

Licensee promptly shall remove all construction and other debris from the site while taking down the Existing Structure and during the construction of the Bicycle Structure. Licensee shall maintain the Licensed Area during removal of the Existing Structure and construction of the Bicycle Structure in a safe and secure condition. Licensee shall not use any property adjacent to the License Area or any other area not licensed to Licensee for any purpose during the take down of the Existing Structure and the construction of the Bicycle Structure.

NJ TRANSIT reserves the sole right, at its discretion, to change the location of the License Area to meet the needs of NJ TRANSIT at any time, and to request of Licensee that the Bicycle Structure be removed. All relocation costs associated with the change of the License Area's location, if any, shall be at sole cost and expense of the Licensee.

In the event that during the term of the License Agreement, NJ TRANSIT undertakes activities at or near the License Area which may involve hazardous or offensive activities, including the placement of construction facilities, equipment and materials in the vicinity of the License Area, Licensee agrees that neither NJ TRANSIT nor its contractors shall be held liable for any annoyance, disturbance, or loss of business due to these activities and/or conditions.

**3. Use**

The License Area shall be used solely for the purpose of removing the current structure and constructing, maintaining, repairing, and operating the Bicycle Structure, and for no other purpose. Licensee shall not use and shall not allow, permit, or suffer the License Area and the Bicycle Structure, or any part thereof, to be used for any other purpose without the prior written consent of NJ TRANSIT, which may be granted or denied in NJ TRANSIT's sole and absolute discretion. Motorized vehicles are strictly prohibited in the License Area and Bicycle Structure, except for emergency and maintenance vehicles. Licensee shall not use and shall not allow, permit, or suffer the License Area and the Bicycle Structure, or any part thereof, to be used for any purpose other than the purposes set forth herein, without the written consent of NJ TRANSIT, which may be granted or denied in NJ TRANSIT's sole and absolute discretion. This License Agreement shall not preclude NJ TRANSIT's use of the License Area to inspect, repair, or maintain any of NJ TRANSIT's property, which includes the License Area and Bicycle Structure.

**4. Fee**

Licensee shall pay NJ TRANSIT an annual fee as set forth below for its use of the License Area.

<u>License Year</u>	<u>Annual Fee</u>
1	\$300.00
2	\$308.00
3	\$316.00

4	\$324.00
5	\$332.00

Option Term

<u>License Year</u>	<u>Annual Fee</u>
6	\$340.00
7	\$349.00
8	\$358.00

Charges are due and payable by check on the first day of each License Year, one month in advance, commencing on September 1, 2018. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box 1549, Newark, New Jersey 07101-1549.

5.

Signage and Advertisement

- (a) Licensee, at its sole cost and expense, shall purchase and install signage at the entrance of the Bicycle Structure which shall state that the Licensee is solely responsible for the maintenance, operation, and repair of the Bicycle Structure. Prior to purchasing and installing such signage, Licensee shall provide NJ TRANSIT for its approval an illustration of the sign that indicates the size and placement of the signage at the entrance of the Bicycle Structure.
- (b) Licensee, at its sole cost and expense, shall purchase and install locational signage within the vicinity of Summit Train Station informing the public of the Bicycle Structure. Prior to purchasing and installing such signage, Licensee shall provide NJ TRANSIT for its approval an illustration of the locational sign that indicates the size and placement of the signage at the entrance of the Bicycle Structure. Upon NJ TRANSIT's consent to such signage and its location and placement, Licensee shall install the locational signage at a time that Licensee and NJ TRANSIT agree upon.
- (c) Licensee shall obtain the prior written approval of NJ TRANSIT of all signs or advertisements to be installed.
- (d) All signs and advertisements shall be maintained in good condition by Licensee during the term of the License Agreement and shall be removed by Licensee, at its expense, upon the expiration or early termination of this License or upon NJ TRANSIT's request.

6.

Improvements

- (a) Prior to commencement of construction, Licensee shall submit construction plans for review and approval by NJ TRANSIT's Rail Operations Department showing any improvements to the License Area in accordance with Paragraph 6(c) of the License Agreement. Additionally, Licensee shall submit to NJ TRANSIT a written description of the improvements to be constructed and maintained by the Licensee in connection with the Bicycle Structure. NJ TRANSIT's approval of said plans is not a warranty as to the quality of Licensee's design and construction of the improvements.
- (b) All improvements made by Licensee pursuant to this License Agreement shall be made at Licensee's own expense. Such improvements shall not encroach on or impact NJ TRANSIT's right-of-way at any time.
- (c) All plans and construction work related thereto that will occur on NJ TRANSIT property

must be coordinated in advance with NJ TRANSIT through its Rail Operations Department. NJ TRANSIT's decision to approve or reject the proposed plans and construction work shall be sole and absolute. Licensee hereby waives any claim against NJ TRANSIT and shall indemnify and hold harmless NJ TRANSIT from any claims which may be asserted against NJ TRANSIT on account of the construction and maintenance of the Bicycle Structure. All costs to NJ TRANSIT associated with the construction and maintenance of the Structure shall be billed to Licensee for reimbursement and Licensee shall pay such amounts to NJ TRANSIT within thirty (30) days of its receipt of same. Licensee specifically acknowledges that all work in the License Area must be done in accordance with NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way," a copy of which is attached hereto as Exhibit D which Rules include, among other things, a requirement that Licensee reimburse NJ TRANSIT for all flagging costs incurred in connection with construction activities within the License Area.

- (d) Prior to commencement of construction, Licensee shall provide NJ TRANSIT with a cable mark-out. If a cable exists within the License Area, Licensee must identify the owner of said cable and confirm ownership. All cables shall be protected from damage during construction. Utility companies must apply to NJ TRANSIT for occupancy permits to relocate any improvements upon NJ TRANSIT property as applicable.
- (e) All drainage runoff in the License Area must be directed away from the railroad right-of-way.
- (f) Licensee must obtain a Temporary Access Permit ("TAP") from NJ TRANSIT and enter into an agreement with NJ TRANSIT for construction support services in order to perform work in the License Area.
- (g) Licensee shall contact NJ-1-Call at (800) 272-1000 to identify buried third party facilities prior to performing any excavation work with the License Area. If Licensee fails to provide timely such notification to NJ-1-Call, NJ TRANSIT shall terminate this License Agreement.
- (h) Notwithstanding the above, Licensee shall not make any alterations, additions, or improvements on or to the License Area without the prior written consent of NJ TRANSIT.
- (i) Licensee shall pay for all utility charges necessary for Licensee's use. NJ TRANSIT shall not be liable for any such utility charges or any temporary suspension of such utilities.
- (j) Licensee, at its sole cost and expense, shall be responsible for the removal of any materials, including but not limited to, soils, groundwater, and brush, from the License Area and must ensure that the disposal of such material is managed properly and in accordance with applicable laws, rules and regulations.
- (k) All drainage in the License Area that is constructed and/or improved in connection with the Bicycle Structure must drain away from the Railroad right-of-way and the Train Station's parking lot.

## 7.

### Title

NJ TRANSIT makes no warranties, covenants or representations with respect to the quality of NJ TRANSIT's title to the License Area. The License Agreement is subject to all easements, restrictions, and covenants of record. In addition but not in derogation of NJ TRANSIT's rights to terminate the License Agreement, NJ TRANSIT may terminate the License Agreement in the

event of any violation or threatened violation of any prior deed, covenant, easement, restriction, or encumbrance occurring as a result of NJ TRANSIT entering into this License Agreement.

**8. Survey**

Licensee shall provide NJ TRANSIT a final metes-and-bounds survey of the License Area which shall be certified to and provided to NJ TRANSIT not less than sixty (60) days prior to the start of the construction of the Bicycle Structure. The survey shall clearly depict property boundaries, the Bicycle Structure's boundaries, and land area dimensions. NJ TRANSIT shall at its sole and absolute discretion have final review and approval of survey dimensions and boundaries.

**9. Utilities**

- (a) Licensee shall pay for any and all utilities used in the License Area relating to the Bicycle Structure. NJ TRANSIT shall not be liable for any temporary suspension of any utilities during the term of the License Agreement..
- (b) NJ TRANSIT makes no representations as to the availability of utilities in the License Area.

**10. Services**

Licensee acknowledges that NJ TRANSIT shall not provide any services to the Bicycle Structure or License Area. Licensee shall be solely responsible to provide services to the Bicycle Structure and License Area.

**11. Maintenance, Repairs and Security**

- (a) Licensee, at its sole cost and expense, shall maintain the License Area, Bicycle Structure, sidewalks, and any surrounding area in constant good order, repair, and safe condition and shall make all repairs to the License Area and Bicycle Structure which are necessary or desirable to keep the License Area and Bicycle Structure in good order and repair, including but not limited to snow and ice removal and de-icing, landscaping, and litter control, and shall repair and replace all improvements made to the License Area and the Bicycle Structure. The Bicycle Structure shall be cleaned regularly. Licensee shall maintain the License Area, the Bicycle Structure, and any surrounding area in a clean and sanitary fashion. Licensee shall arrange for the adequate and sanitary handling and disposal of all refuse generated in the License Area, including, but not limited to, daily removal of all refuse and garbage.
- (b) All lighting improvements made by Licensee, if any, are to be fully operational at all times. Inspection, maintenance and repairs of property lighting, if any, will be the responsibility of Licensee, and electric must be separately metered from NJ TRANSIT.
- (c) Licensee, at its sole cost, shall install and maintain Nice Vision security cameras. Licensee shall adhere to Paragraph 6 regarding the installation of Nice Vision security cameras.
- (d) Licensee, at its sole cost and expense, shall be responsible for the safety and security of the Bicycle Structure and the License Area and any surrounding area, including but not limited to, the installation, maintenance, and monitoring of video cameras, and patrolling the License Area and surrounding area.

**12. Compliance with Laws**

Licensee shall comply with all the laws, ordinances, regulations and rules of the federal, state and municipal governments which may be applicable to the use of the License Area and the Bicycle Structure, including, but not limited to, those relating to environmental protection, Small Business

Enterprise, the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.*, and the Americans With Disabilities Act. Licensee shall, at its sole cost and expense, obtain such licenses, approvals or authority from federal, state or municipal governments or agencies thereof, as are necessary, to remove the Existing Structure, and construct, operate, repair and maintain the Bicycle Structure and operate the License Area. Licensee shall also pay any and all federal, state, municipal or other fees, assessments or taxes imposed or levied upon such operations and shall defend and save NJ TRANSIT and the State of New Jersey harmless from any and all fees, assessments, taxes, fines, or penalties arising in connection with such operations and/or any and all activities conducted on NJ TRANSIT premises by Licensee. The provisions of this License and all rights and obligations herein shall be governed by and construed in accordance with the laws of the State of New Jersey.

**13. Environmental Regulations and Indemnity**

Licensee shall maintain and keep, at its sole cost, the Bicycle Structure and License Area in compliance with all applicable federal, state and local environmental laws, rules and regulations including, but not limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, *et seq.* (the "Spill Act"), the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 *et seq.* ("ISRA"), and the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 *et seq.* Licensee shall also comply with all registration and disclosure provisions of laws and regulations designed to prevent, control or respond to the discharge of hazardous substances into the land, water and air. Licensee shall be responsible for all remedial, investigatory and corrective measures, and other such actions as may be required in connection with such laws, rules, and regulations resulting from or during Licensee's use and occupancy of the License Area.

**14. Obligations of NJ TRANSIT**

NJ TRANSIT shall assume no obligation whatsoever in connection with Licensee's operation or use of the Bicycle Structure and License Area by Licensee, including, but not limited to, the provision of security or lighting, and shall not be obligated to make any repairs to the Bicycle Structure and License Area or to furnish workers, equipment, or materials in connection with such operation or use.

NJ TRANSIT shall not be liable to Licensee for any loss, damage or liability of any kind or nature whatsoever sustained by Licensee, its successors, or assigns by reason of NJ TRANSIT's failure to fulfill its obligations herein or by reason of any event of any kind beyond the control of NJ TRANSIT which in any way affects NJ TRANSIT's ability to perform its obligations herein. Furthermore, NJ TRANSIT shall not be liable for any loss, theft, or damage whatsoever to the License Area, the Bicycle Structure, or its contents or for any loss of business which may be caused by the actions or inactions of NJ TRANSIT.

**15. Obligations of Licensee**

- (a) Licensee shall take all measures to assure the safety of the Bicycle Structure and License Area, including but not limited to all measures required by applicable law.
- (b) Licensee shall take all measures to provide users of the Bicycle Structure with safe and unimpeded access into and out of the Bicycle Structure and the License Area.

**16. Indemnity**

Licensee, at its sole cost and expense, shall indemnify, defend, and save harmless the State of New Jersey, NJ TRANSIT, and its operating divisions, their agents, officials, employees, servants, invitees, and any other operating authorities NJ TRANSIT may designate, (the

"Indemnified Parties") against all claims, just or unjust, made against the Indemnified Parties or Licensee on account of injuries, death, or any losses of any kind whatsoever, including but not limited to personal injuries, property losses, damages, suits, liabilities, judgments, costs, and expenses which may in any way accrue against the Indemnified Parties in consequence of the granting of this License, the failure of Licensee to perform any of its obligations under this License, and/or the use or operation of the Bicycle Structure and License Area or which may in any way result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligence, acts, or omissions of the Indemnified Parties or Licensee or of other persons. Licensee shall appear, defend and pay, at its own expense, all costs, including counsel fees and expert witness fees, arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Licensee shall, at its own expense, fully satisfy and discharge its obligations under this Paragraph.

## 17. Insurance

### (a) Insurance During Use and Occupancy

Licensee shall purchase and maintain during the entire term of the License Agreement insurance coverage of the following kinds and minimum amounts:

(i) Commercial General Liability: Licensee agrees to purchase and maintain, and shall require its assignees and contractor(s), if any, to purchase and maintain, commercial general liability insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$5,000,000 each occurrence, \$5,000,000 personal and advertising injury, \$5,000,000 general aggregate and \$5,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors liability, mobile equipment, damage from explosion, collapse and underground hazards, and cross liability and severability of interests clause. Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow Licensee to waive its and its insurers' rights of subrogation. There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities.

(ii) "All Risk" Property Insurance: Licensee shall purchase and maintain, and shall require its assignees and/or contractors, if any, to purchase and maintain "All Risk" Property Insurance covering the replacement cost of the License Area and Bicycle Structure (which insurance shall take into account the License Area's status as a historic structure, if applicable, and, in the event of a fire or other casualty, must be rebuilt as such) as well as all equipment, installations, fixtures and contents in the License Area and Bicycle Structure. The Indemnified Parties are to be named on the policy as Loss Payees, as their interests appear in this Agreement.

### (b) Insurance During Improvements

The Licensee shall procure or shall cause any contractor retained to perform work in furtherance of any improvements as defined in Section 6 to procure or cause to be procured and maintained until completion of the work or otherwise required in this Section, the types of insurance specified below:

(i) Builder's Risk Insurance Coverage: Such insurance shall include terrorism coverage, for

100% of the construction value of the License Area and Bicycle Structure on which the work is to be executed or which is to be constructed, and shall also cover materials that will eventually form a permanent part of the finished improvements, stored in temporary structures, at off-site facilities, or in the open. The Indemnified Parties are to be named on the policy as Loss Payees, as their interests appear in this Agreement.

(ii) Fire Insurance with Extended Coverage Endorsement: Fire insurance covers damage or loss to a property because of fire. An extended coverage endorsement provides coverage beyond fire damage. It protects property against losses caused by the perils of windstorm, hail, explosion, civil commotion, riot and riot attending a strike, aircraft damage, vehicle damage, and smoke damage.

(iii) Worker's Compensation Insurance: As required by the State of New Jersey, worker's compensation insurance shall be maintained for all employees to be engaged in work on the Bicycle Structure and License Area or any future work to be performed on the License Area and, in case any class of employees working on the License Area or any future work to be performed on the Bicycle Structure and License Area is not protected under the Worker's Compensation Statute, Licensee shall provide and cause any additional employers to provide employer's liability insurance for the protection of such of its employees as are not otherwise protected. Limits of Employer's Liability are as follows:

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee disease
	\$1,000,000 policy limit – disease

(iv) Commercial General Liability Insurance: Commercial General Liability Insurance with a minimum amount of \$10,000,000 combined single limit per occurrence shall be maintained, for damages arising out of bodily injuries or death and/or property damage. This policy shall name the Indemnified Parties as additional insureds. The liability policy(ies) and certificate(s) of insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability, products liability, and completed operations extending two years following completion of the work. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT's property.

(v) Automobile Liability Insurance: Automobile Liability Insurance with a minimum of \$2,000,000 combined single limit per accident for bodily injury and property damage liability shall be maintained during the period work is performed on the License Area and any future work to be performed on the License Area. This policy shall name the Indemnified Parties as additional insureds.

(vi) Asbestos Abatement Liability: If at any time any party is performing the removal of any Asbestos Containing Material {ACM}, Licensee shall cause the performing party to maintain throughout the entire period of their performance of work Asbestos Abatement Liability Insurance in the amount of \$2,000,000 per loss and \$2,000,000 in the aggregate. In addition, such party shall maintain throughout the entire period of their performance of work

Transportation Pollution Coverage {Form MCS90} in the amount of \$2,000,000 or statutory minimum whichever is greater.

(vii) Contractor's Pollution Liability Insurance: If at any time any party is performing environmental removal or remediation work Licensee shall cause the performing party to procure and maintain throughout their entire period of the performance of work, Contractor's Pollution Liability Insurance, including lead abatement if required, and removal operations in an amount of \$2,000,000 per occurrence and \$2,000,000 aggregate. Transport of any hazardous waste generated pursuant to the performance of work as set forth in Paragraph 6 hereof shall require Hazardous Waste Haulers Insurance (MCS90) in an amount of \$2,000,000 per occurrence or statutory minimum, whichever is greater.

(viii) Railroad Protective Comprehensive General Liability Insurance: Where work performed pursuant to Paragraph 6 hereof includes work across, under or within 50 feet of railroad tracks or the right-of-way, Licensee shall or shall cause the Contractor to procure and maintain Railroad Protective Comprehensive General Liability Insurance (AAR – AASHTO Form) in the name of NJ TRANSIT Rail Operations and other affected railroads providing for bodily injury limits of not less than \$2,000,000 per occurrence for damage arising out of bodily injury or death, and railroad protection property damage limits of not less than \$2,000,000 for damages to or destruction of property, including the loss of use thereof, in any one occurrence, and not less than \$6,000,000 In the aggregate. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 2, Sub-Section 2, Attachment 1).

The Railroad Protection Policy must contain the following endorsements:

1. I.S.O. (Insurance Services) Office Endorsement: GL 00 30 03 83
2. Manuscript endorsement with the following wording: "It is understood and agreed that Insuring Agreements, Section II, Definitions (c) (3) is amended to read: "Any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, regardless at whose cost those services are provided."

The Contractor shall furnish to NJ TRANSIT and other specified railroads a Certificate of Insurance for Contractor's Public Liability Insurance and the original of the AAR-AASHTO policy for Railroad Protective Public Liability Insurance and all other insurance as required, prior to Execution of the Contract.

Each policy shall include specific endorsements to said policy or policies as stated in this Section providing for thirty (30) days written notice to NJ TRANSIT of any cancellation or material change in the policy.

**(c) General Insurance Requirements**

(i) Licensee shall provide NJ TRANSIT with evidence of such insurance coverage(s) and its contractor(s) insurance coverages prior to occupancy or commencement of alterations, additions, or improvements as outlined in this Agreement in the form of a Certificate of Insurance. Said certificate shall be delivered to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246.

(ii) In lieu of requiring its assignees or contractors to carry this coverage, Licensee may elect to cover them under its policies of insurance with the advance written approval of NJ TRANSIT.

(iii) NJ TRANSIT reserves the right to review and amend the insurance requirements contained in this Agreement at any time. NJ TRANSIT may require additional insurance coverage for such other hazards and in such amounts as NJ TRANSIT may reasonably require provided that such insurance is available at commercially reasonable premiums and is customarily maintained for buildings of similar construction, use, and class in the area in which the License Area is located.

(iv) The Certificate of Liability Insurance must state in the description of operations section the license number and a statement that there shall be no coverage exceptions for property containing or adjacent to railroad facilities.

(v) All insurance policies shall contain an endorsement stating the following cancellation notice: "This policy is not subject to cancellation or material change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246."

(vi) The foregoing insurance coverage is not intended to nor does it limit the liability of the Licensee to hold harmless the Indemnified Parties as set forth in Paragraph 16 above.

(vii) The insurance policy shall be payable to NJ TRANSIT, any designee of NJ TRANSIT and Licensee as their interests may appear. The policy must also be payable whether or not there is negligence on the part of Licensee and shall provide that no act or omission of Licensee, any assignee of Licensee, of NJ TRANSIT, or any of its assignees or successors, shall excuse payment. Each insurance policy required to be maintained under this License shall state that with respect to the interest of NJ TRANSIT and the Additional Insureds, the insurance maintained pursuant to each such policy shall not be invalidated by any action or inaction of Licensee and shall insure NJ TRANSIT and the Additional Insureds regardless of any breach or violation of any warranties, declarations, conditions or exclusions by Licensee.

(viii) All insurance shall be provided by good and solvent insurers authorized to conduct business in the State of New Jersey, and having an AM Best rating of "A-" or better, and shall be reasonably acceptable to NJ TRANSIT.

(ix) If any loss is paid to Licensee, it will be held by Licensee in trust for that application of such to the cost of restoring, repairing, replacing or rebuilding the License Area, and such funds will be disbursed promptly upon receipt by Licensee.

(x) All insurance policies obtained hereunder must include waivers of subrogation against NJ TRANSIT and the State of New Jersey.

## **18. Revocation and Termination**

(a) If Licensee defaults on any term or condition set forth herein, and if such default shall not have been cured within five (5) days of written notice by NJ TRANSIT, NJ TRANSIT may, at its sole discretion, immediately terminate this License.

(b) NJ Transit may, in its sole discretion, terminate this License in its entirety without notice if any provision of this agreement is violated by Licensee. In addition, NJ TRANSIT may terminate this License without cause and for its convenience upon thirty (30) days' notice.

Nothing herein contained shall in any way be construed to limit NJ TRANSIT in the full and free use and occupancy of the full width of its right-of-way and property at the License Area.

- (c) Upon termination of the License, Licensee shall promptly remove the improvements made in the License Area at the sole expense of Licensee and within thirty (30) days after such termination. Any removal of improvements or property by Licensee shall be conducted in a good and workmanlike manner, and Licensee shall diligently and promptly repair or restore any injury or damage to the License Area in connection with such removal to the satisfaction of NJ TRANSIT. If NJ TRANSIT must perform any of the aforesaid work, Licensee shall, upon demand, promptly reimburse NJ TRANSIT for the cost of such removal and the cost of repairing and restoring the License Area to a condition satisfactory to NJ TRANSIT.
- (d) Upon termination of the License, all of Licensee's property remaining in the License Area shall be deemed abandoned and may, at the election of NJ TRANSIT, either be retained as NJ TRANSIT's property or may be removed from the License Area by NJ TRANSIT. Licensee hereby waives any claim against NJ TRANSIT and shall indemnify NJ TRANSIT from any claims which may be asserted due to NJ TRANSIT's actions as specified herein.

**19. Notice**

All notices required by this License shall be sent by regular and certified mail, return receipt requested, to the parties at the addresses listed below, unless either party shall inform the other party, in writing, of any change in designated parties or addresses.

NJ TRANSIT: Sr. Director of Real Estate  
 New Jersey Transit Corporation  
 One Penn Plaza East  
 Newark, New Jersey 07105-2246

Licensee: City of Summit  
 512 Springfield Avenue  
 Summit, New Jersey 07901  
 Attn: Mayor Nora G. Radest

**20. Non-Waiver by NJ TRANSIT**

The various rights, remedies, options, and elections of NJ TRANSIT expressed herein are cumulative, and the failure of NJ TRANSIT to enforce strict performance by Licensee of the conditions and covenants of this License or to exercise any election or option or to restore or have recourse to any remedy herein conferred or the acceptance by NJ TRANSIT of any installment of payment after breach by Licensee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future enforcement by NJ TRANSIT of any such conditions and covenants, options, elections, or remedies, but same shall continue in full force and effect.

**21. Right of Access**

NJ TRANSIT shall allow Licensee, its employees, agents, and customers necessary and reasonable means of ingress and egress through NJ TRANSIT's premises for the purpose of gaining access to the License Area.

**22. Entire Agreement**

This License embodies the entire agreement between the parties. It may not be modified or

terminated except as provided herein. If any provision is held to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

**23. Modification of Agreement and Assignment**

No term of the License may be changed without the prior written consent of both parties. Licensee shall not assign the License Agreement to any party without the prior written consent and approval of NJ TRANSIT.

**24. Authority to Sign**

Licensee represents that the individual executing this License on behalf of Licensee is fully authorized to do so and that the execution of this License on the part of such individual shall bind Licensee to its obligations set forth in this License.

IN WITNESS WHEREOF, the parties hereto have executed this License the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESS:**

**NEW JERSEY TRANSIT CORPORATION**

By: \_\_\_\_\_  
 Jeffrey A. Nadell  
 Senior Director – Real Estate and Economic  
 Development

**WITNESS:**

**CITY OF SUMMIT**

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

This License has been approved as to form only.

Gurbir S. Grewal  
 ATTORNEY GENERAL OF NEW JERSEY

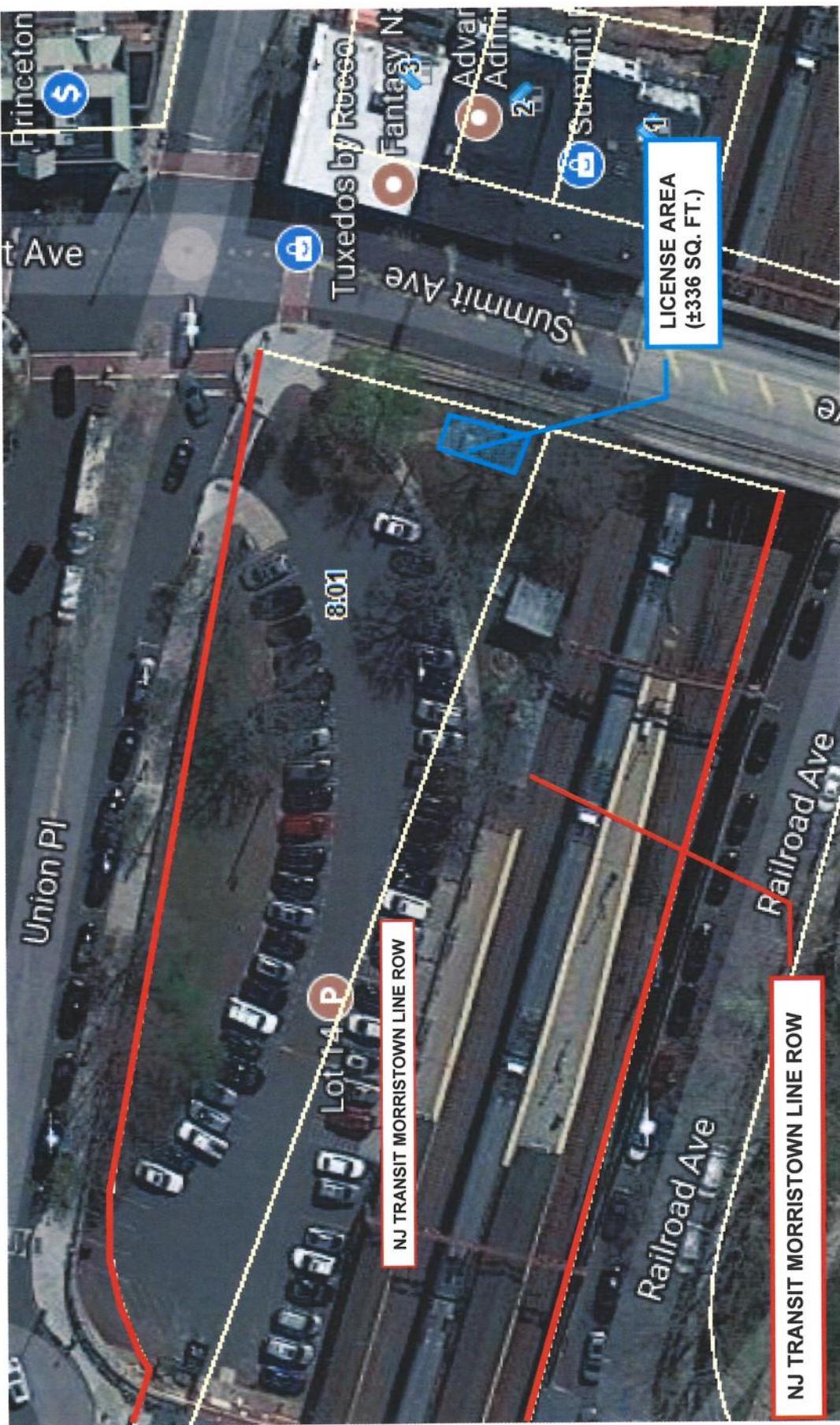
By: \_\_\_\_\_  
 Deputy Attorney General

**EXHIBIT A**  
**LICENSE AREA**

CITY OF SUMMIT, SUMMIT

L1727-2200-17

Z 



**EXHIBIT A**

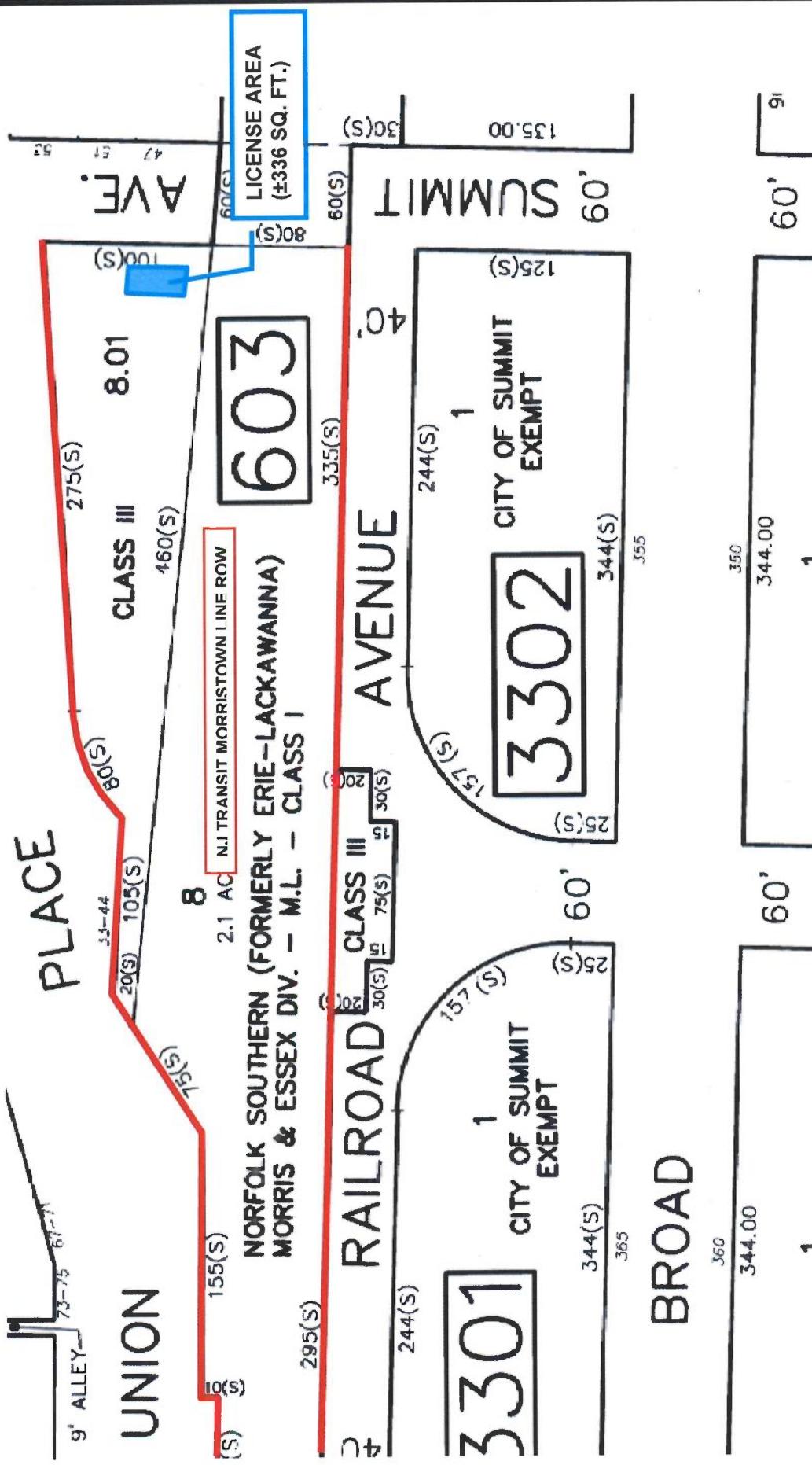
NOT TO SCALE

ADJACENT PROPERTY - 34 - 44 UNION PLACE SUMMIT (BLOCK 603, LOT 8)

Attachment: nj agrmt Union PI Park and ride 8-6-18 (5971 : Execute Agreement with NJ Transit to Permit Installation of a Bicycle Storage

CITY OF SUMMIT, SUMMIT

L1727-2200-17



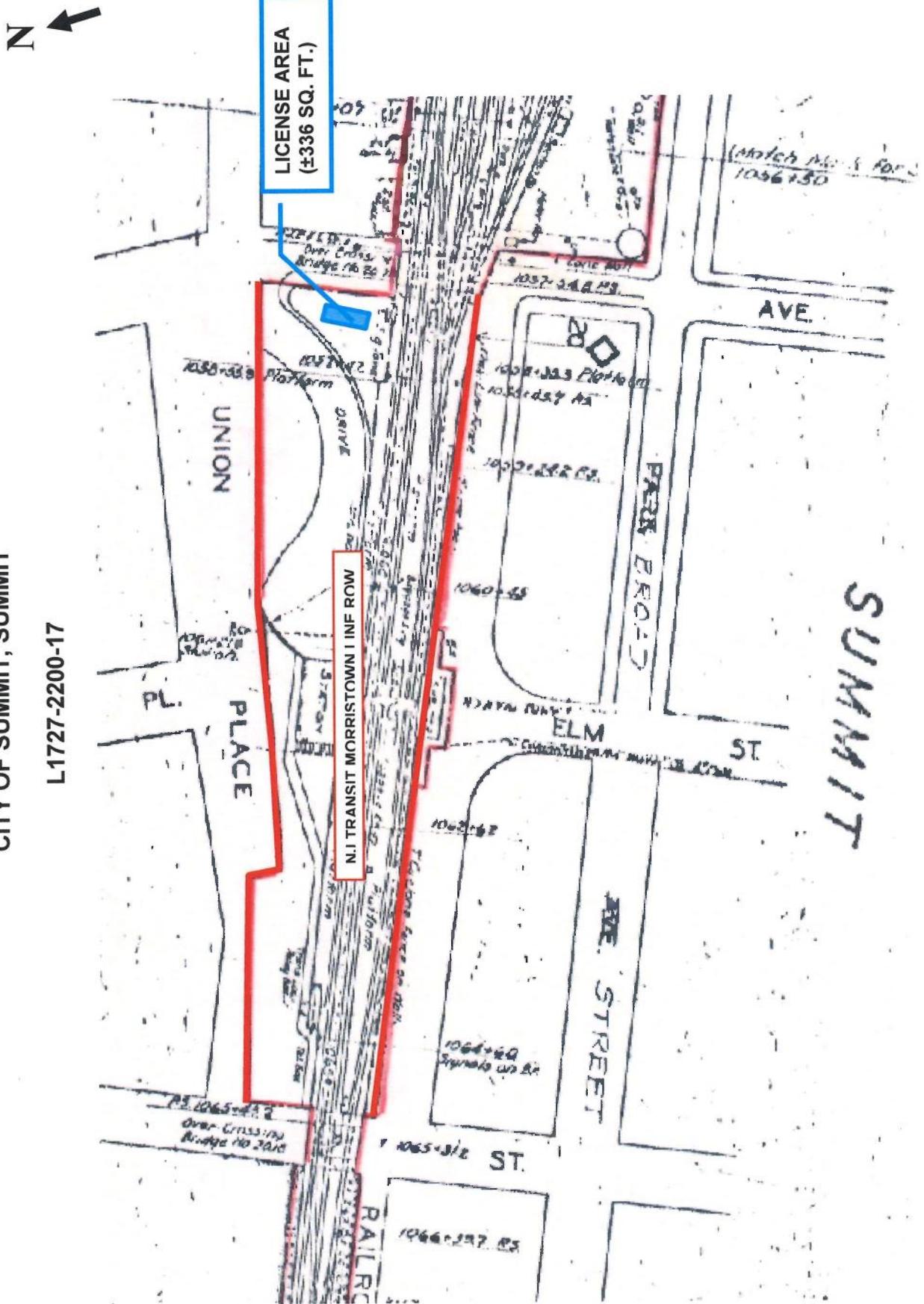
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**ADJACENT PROPERTY - 34 - 44 UNION PLACE SUMMIT (BLOCK 603, LOT 8)**

CITY OF SUMMIT, SUMMIT

L1727-2200-17



Packet Pg. 79

EXHIBIT A

ADJACENT PROPERTY - 34 - 44 UNION PLACE SUMMIT (BLOCK 603, LOT 8)

Attachment: nj agrmt Union Pl Park and ride 8-6-18 (5971 : Execute Agreement with NJ Transit to Permit Installation of a Bicycle Storage

NOT TO SCALE

10.B.1.a

CITY OF SUMMIT, SUMMIT

L1727-2200-17



Packet Pg. 80

EXHIBIT A

NOT TO SCALE

ADJACENT PROPERTY – 34 – 44 UNION PLACE SUMMIT (BLOCK 603, LOT 8)

Attachment: nj agrmt Union Pl Park and ride 8-6-18 (5971 : Execute Agreement with NJ Transit to Permit Installation of a Bicycle Storage

10.B.1.a

CITY OF SUMMIT, SUMMIT

L1727-2200-17

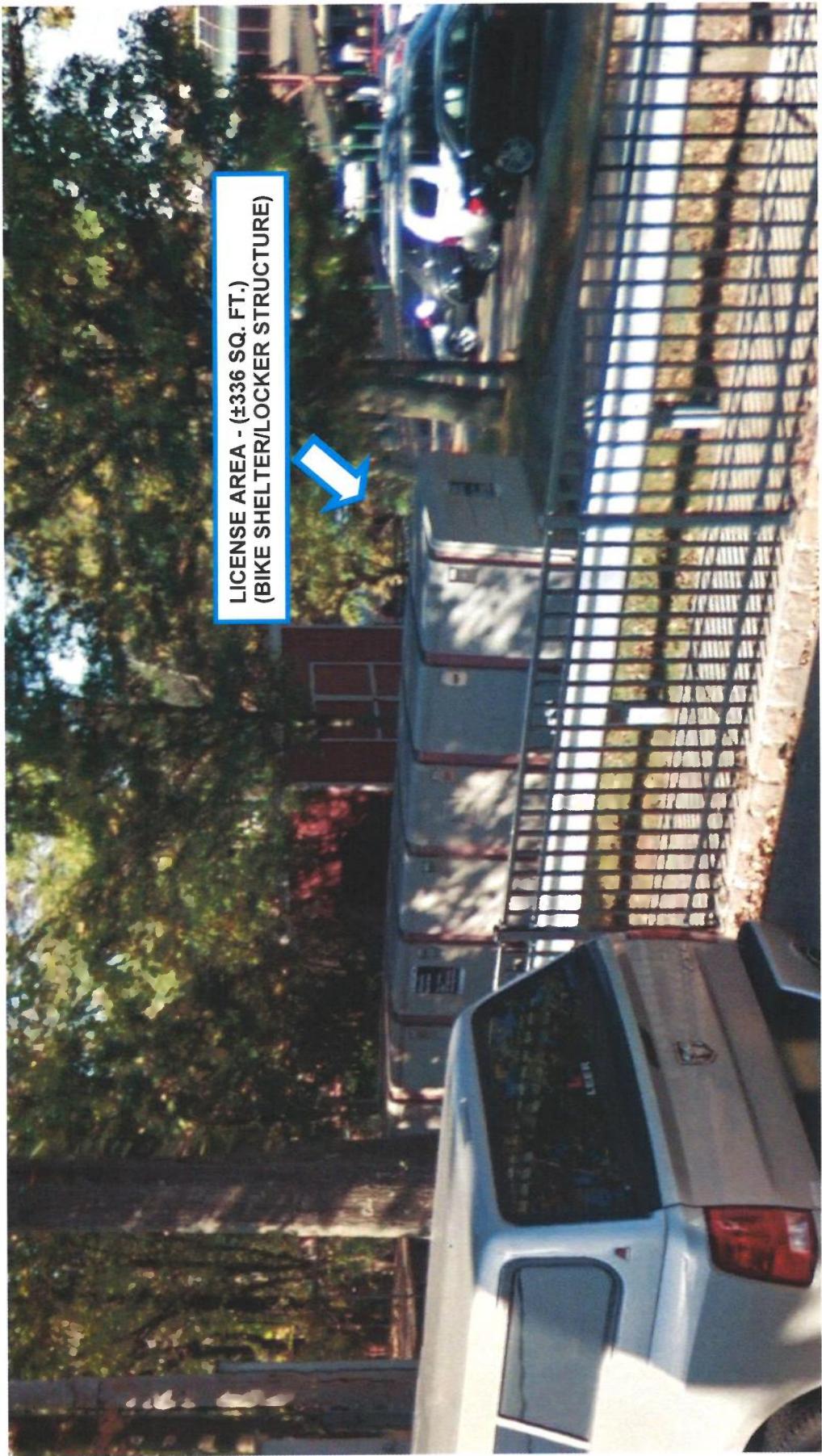


EXHIBIT A

NOT TO SCALE

ADJACENT PROPERTY – 34 – 44 UNION PLACE SUMMIT (BLOCK 603, LOT 8)

**EXHIBIT B**  
**CITY OF SUMMIT RESOLUTION DATED DECEMBER 19, 2017**

Attachment: njt agrmnt Union PI Park and ride 8-6-18 (5971 : Execute Agreement with NJ Transit to Permit Installation of a Bicycle Storage

38188

RESOLUTION AUTHORIZING SUPPORT FOR THE INSTALLATION OF A 36-BICYCLE SHELTER/LOCKER STRUCTURE ON NEW JERSEY TRANSIT PROPERTY LOCATED AT THE SUMMIT TRAIN STATION AND REQUESTING THAT NEW JERSEY TRANSIT ENTER INTO AN AGREEMENT FOR SAME

December 19, 2017

WHEREAS, the City Engineer/Deputy DCS Director (City Engineer), advises that in 2016 the City requested permission to install a bicycle shelter at the train station to replace the existing fourteen (14) bike lockers located on the northeast corner of the train station property adjacent to Summit Avenue, currently managed by EZ Ride, and

WHEREAS, the proposed bicycle shelter would house thirty-six (36) bicycles, have video surveillance, be accessed by a fob entry system and would be installed and managed by the New Jersey Bike & Walk Coalition (NJBWC), which would also complete fundraising once the project obtained support of Council and New Jersey Transit, and

WHEREAS, if installed, the shelter would be an excellent amenity for the biking community and would provide additional bike storage at the train station, and

WHEREAS, the proposed bike shelter would not only add bicycle parking on underused land within the Central Retail Business District (CRBD), but also provide an excellent opportunity for the City to offer a way for residents to utilize alternate means of transportation within the CRBD, which could result in freeing up parking spaces, and

WHEREAS, in a letter dated October 13, 2017, attached hereto, New Jersey Transit advised that it is willing to discuss entering into an agreement for the utilization of New Jersey Transit property for this project subject to the City meeting certain conditions, and

WHEREAS, the City Engineer, therefore, recommends moving forward with said discussion with New Jersey Transit and requesting a formal agreement be drafted by New Jersey Transit, and

WHEREAS, New Jersey Transit advised in its October 13, 2017 letter that the City's response to said letter is not binding, but would afford them assurance of the City's desires so it can allocate staff time for the drafting of an agreement, and

WHEREAS, once an agreement is received, it would be reviewed formally by the City of Summit and the New Jersey Bike & Walk Coalition before being presented to the Common Council for approval.

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

1. That it does hereby support the concept of installing a 36-bicycle shelter/locker structure using New Jersey Transit property located at the Summit Train Station.

3818818

2. That it does hereby respectfully request a proposed draft agreement from New Jersey Transit for said bike shelter/locker structure.
3. That the proposed agreement shall be reviewed by the City Solicitor in consultation with the City Engineer/Deputy DCS Director.
4. That a copy of this resolution be sent to the New Jersey Transit Property Documentation Specialist/Surveyor/Appraisal Coordinator.

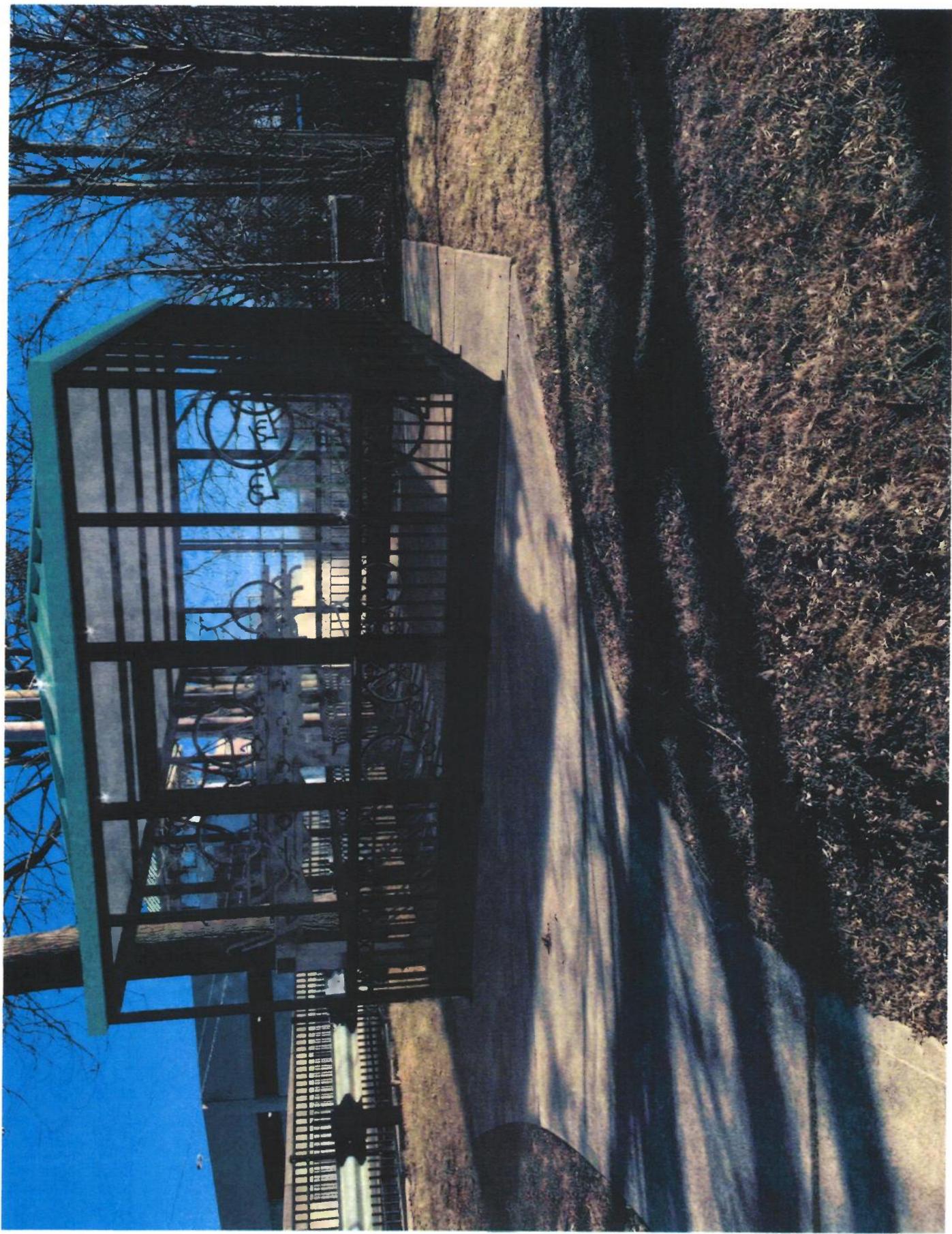
Dated: December 19, 2017

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, December 19, 2017.



City Clerk

**EXHIBIT C**  
**DEPICTION OF BICYCLE STRUCTURE**



Attachment: njt agrmt Union PI Park and ride 8-6-18 (5971 : Execute Agreement with NJ Transit to Permit Installation of a Bicycle Storage

**EXHIBIT D**  
**GUIDELINES FOR WORKING WITHIN OR IN VICINITY OF NJ TRANSIT'S RIGHT-OF-WAY**

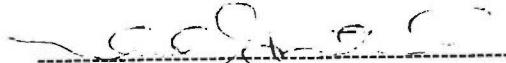
## **GUIDELINES FOR WORKING WITHIN OR IN VICINITY OF NJ TRANSIT'S RIGHT-OF-WAY**

- 1- General Requirements For Working Within The Right-of-Way.**
- 2- EP-2 Specifications For Pipeline Occupancy on NJ TRANSIT Property.**
- 3- Engineering Data Required For Erection Demolition or Other Hoisting Operations Over NJ TRANSIT Rail Operations.**
- 4- Guidelines For Temporary Shoring of NJ TRANSIT Rail Property.**
- 5- ET-2 Specifications For Wire, Conduit, And Cable Occupancy of NJ TRANSIT Rail Property.**
- 6- Third Party Contractor Vehicle Use on NJ TRANSIT Rail Property.**

November 2012

**NJ TRANSIT  
RAIL OPERATION**

**GENERAL REQUIREMENTS  
FOR  
WORKING WITHIN  
THE RIGHT-OF-WAY**



**Michael Gaspartich  
Deputy General Manager  
For Infrastructure Engineering**

**November 2012**

## GENERAL REQUIREMENTS FOR WORKING WITHIN THE RIGHT OF WAY

### A. GENERAL INFORMATION

Contractors shall cooperate at all times with officials of NJ TRANSIT and use all reasonable care and diligence in their work to avoid accidents, damage or unnecessary delay to, or interference with, passenger trains and other property of NJ TRANSIT. Contractors are advised that a pre-construction meeting will be required prior to any work commencing within the Right-of-Way of NJ TRANSIT property. Prior to entering NJ TRANSIT's property, all Contractors' employees must attend a Contractor Safety Training session offered by NJ TRANSIT's Safety Department. Contact NJ TRANSIT Safety Department at (973) 522-3719 to arrange for the scheduling of this program.

Contractors are to be advised that all construction operations within and over the limits of NJ TRANSIT's Right-of-Way shall be accomplished by methods which will in no way cause damage to the tracks, facilities, aerial or underground lines, embankments or drainage systems. It shall be the Contractor's responsibility to provide for protection of the tracks and embankments (as shown on approved plans or as field approved) in a safe and satisfactory manner, to install and maintain such shoring, sheeting and bracing as may be required, and to remove and dispose of such protective facilities upon completion of the work. Blasting will not be permitted on or along the Right-of-Way without prior written approval of NJ TRANSIT. All damage to NJ TRANSIT property caused by the Contractor's operations shall be repaired by the Contractor, or at the Contractor's expense by NJ TRANSIT, at the discretion of NJ TRANSIT. Work shall not continue until such damage is repaired and the railroad is back in service.

Whenever, in the judgement of NJ TRANSIT, work within or adjacent to the railroad's Right-of-Way may affect or involve the safe movement of its trains, the time and method of doing such work shall first be submitted in writing and approved by NJ TRANSIT. This approval shall not be considered as releasing the Contractor from responsibility or liability for any damage which NJ TRANSIT may suffer, or for which it may be held liable, by the action or omissions of the Contractor or those of his sub-contractors, or their employees.

Contractors shall provide written notice not less than ten (10) business days in advance of any work to be performed within or above the Right-of-Way, or other work which may affect railroad safety to: Manager, R.O.W. Engineering, NJ TRANSIT Rail Operations, One Penn Plaza East, Newark, NJ 07105.

NJ TRANSIT will require protective personnel to be on duty to protect its operations when the Contractor is working within the Right-of-Way. Flag protection will be required when the contractor is on, above or below NJ TRANSIT's property, or immediately adjacent to NJ TRANSIT property, and having the capability of obstructing an adjacent track. The specific responsibilities of the NJ TRANSIT Flaggers are to provide enforcement of NJ TRANSIT Safety and Operating rules and other items as provided in these General Requirements (as discussed in the "Contractor Safety Program"). They are not provided for engineering related matters.

Where such work is in proximity (15 feet or less) or has the potential to come in contact with overhead electrical wires or facilities, before any work proceeds, an on-site safety meeting must be conducted to determine the identity of such wires or facilities and appropriate steps to be taken. If owned by NJ TRANSIT, a qualified Class A employee(s) will be assigned who will take the necessary precautions in accordance with the NJ TRANSIT Electrical Operating Instructions. All cranes and hoisting equipment used in this application must be properly grounded in accordance with NJ TRANSIT Specification MW-252.

When Crane Operators' visibility is impaired during any hoisting operation; Spotters or qualified Groundmen shall be utilized to guide the Operator. Universal hand signals shall be utilized and their meaning clearly understood between Operator and Spotter. When visual contact between the Operator and Spotter is impaired, two-way radio contact must be utilized.

The minimum hours per day for employees engaged in flagging or protection purposes will be eight (8) hours, plus appropriate travel time. For all time over eight (8) hours, the overtime rate will be charged. Personnel used in flagging service will be paid deadhead (traveling) time to and from headquarters each day, plus transportation from headquarters to the site of the work if required (in accordance with the current collective bargaining agreement). It will be the responsibility of the Contractor to provide transportation for the Flagmen from and to the nearest NJ TRANSIT train station, as necessary.

NJ TRANSIT will assign Inspectors and/or Engineers during the time the Contractor is engaged in construction work on railroad property to provide general coordination of construction operations, to insure adherence to plans and specifications, and to insure the use of approved construction methods. It is to be understood that the providing of Inspectors, Engineers, Operators, Conductors, Flagmen or other forces, and the taking of any other precautions deemed necessary by NJ TRANSIT shall not relieve the Contractor or sub-Contractor from liability for payment of damages caused by their respective operations.

All of NJ TRANSIT's costs shall be at the prevailing rates of pay in accordance with railroad accounts, and shall include overtime burden, (if overtime pay is warranted), and Workmen's Compensation Insurance, Public Liability Insurance, Property Damage Insurance, Railroad Unemployment Insurance, Railroad Retirement, Excise Tax, Vacation allowance, and other standard and legal costs, including overhead for supervision and accounting. In general, a recommendation is made that final payment to the Contractor not be made, until NJ TRANSIT has been reimbursed in full for all of the costs.

Typically, use of NJ TRANSIT property will be restricted as follows, unless specifically authorized by the on-site NJ TRANSIT qualified employee (Flagman):

- (a) All workers must maintain a distance of no less than eighteen (18) feet from the track.
- (b) Any tools and equipment being utilized must not extend closer than eighteen (18) feet from the track.
- (c) When a train is approaching, all workers must cease work, stand clear of the track, and face the approaching train.
- (d) No worker is permitted to cross the railroad tracks at any area other than designated grade crossings.
- (e) No tools or working materials are permitted to be left along the NJ TRANSIT Right-of-Way.
- (f) In no event shall equipment or material be transported across a track or tracks without special permission and appropriate flagging protection.
- (g) All personnel, equipment and materials to be used during the construction shall be kept at all times at least fifteen (15) feet from all electrical, signal and communication systems unless protected by an Electrical, Signal or Communication's Department representative. The Contractor is responsible for damage to NJ TRANSIT property and any utilities located thereon, whether above or below ground.
- (h) All personnel, equipment and materials to be used during the construction in electrified territory shall also be kept at all times at least fifteen (15) feet from overhead trolley, messenger, static and transmission lines unless clearance and protection is provided by a qualified Electric Traction Department Class A High Tension Lineman. All work performed on or around electrical lines or equipment where arc flash hazard exists shall be governed by the latest National Fire Protection Association 70 E Requirements.
- (i) All lifting operations shall be reviewed in meeting a standard requirement for a positive block to be installed on the hoisting equipment. This positive block is required to avoid contact with facilities or interfere with safe train operations.
- (j) When construction activity involves any type of hoisting procedure adjacent to aerial lines, the Contractor shall furnish NJ TRANSIT with sufficient fluorescent orange rubber goods, as determined by NJ TRANSIT, to be installed as an aid for equipment Operators and Groundmen in visually locating the aerial lines, and as additional protection against damage.

**B. ERECTION, DEMOLITION OR OTHER HOISTING OPERATIONS OVER TRACKS OF NJ TRANSIT**

1. All erection, Demolition and other Hoisting Operations within NJ TRANSIT's property must be designed and carried out in accordance to NJ TRANSIT's "ENGINEERING DATA REQUIRED FOR APPROVAL OF ERECTION, DEMOLITION, OR OTHER HOISTING OPERATIONS OVER NJ TRANSIT RAIL OPERATIONS".

**C. INDEMNIFICATION**

The Contractor shall indemnify, defend, keep and save harmless NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operators, and other railroad(s) operating on the affected property, their successors, assigns, contractors, agents, employees, servants or officials, and each and every one of them or any other designee of NJ TRANSIT, (the "Indemnified Parties") against all claims, just or unjust, made against the Indemnified Parties on account of injuries, deaths, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, cost and expenses which may in anywise accrue against the Indemnified Parties in consequence of the granting of a Permit or which may in anywise result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligent acts or omissions of the Indemnified Parties and the Contractor shall appear, defend and pay, as its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

The railroad operations at or near the Facilities involve some risk, and the Contractor, as part of the consideration for a Permit, and with full knowledge and appreciation of such risk, shall release and waive any right to ask for or demand any special, direct, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, for or on account of any loss or injury to any property of the Contractor and its employees, including property in the care, custody, and control of the Contractor, and to the Facilities and contents thereof that are over, under, upon, or in the property of NJ TRANSIT, including loss of, or interference with, service or use thereof, or loss of profits or revenue, cost of capital, cost of replacement services, claims of customers or third parties, whether or not it shall be alleged or determined that the cause thereof was breach of contract, breach of warranty, negligent acts or omissions of the Indemnified Parties or the Contractor, their successors, assigns, contractors, agents, employees, servants and officials or of other persons.

### C. INSURANCE REQUIREMENTS

In addition to other insurance carried by the Contractor, the Contractor shall carry, or cause to have carried during any Project construction, through completion and acceptance of the Project by NJ TRANSIT and for the entire period of occupancy permitted herein, insurance coverage of the following kinds and minimum amounts:

**(a) Contractor's Comprehensive General Liability Insurance**

The Contractor shall purchase and maintain a comprehensive general liability policy of insurance. This policy shall protect the Contractor, NJ TRANSIT and the Indemnified Parties, against liability which arises in consequence of granting this Permit, including access thereto over NJ TRANSIT's adjacent property and/or which arises from any of the claims indicated in Indemnification Paragraph 16 (a) and (b) against which the Contractor is required to indemnify NJ TRANSIT. The policy is to be written by a good and solvent insurance company authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by companies acceptable to NJ TRANSIT. This policy shall name NJ TRANSIT as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. The coverage limits of the policy shall be not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. NJ TRANSIT reserves the right to require reasonable increases in the coverage limits from time to time.

**(b) Automobile Liability Insurance**

Minimum of two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured.

**(c) Contractors' and/or Subcontractors' Comprehensive General Liability Insurance**

The Contractor shall furnish evidence by virtue of a standard certificate of insurance that, with respect to any work or activities performed by its contractors and/or subcontractors hereunder, they carry in their own behalf Comprehensive General Liability Insurance in the amount of \$5,000,000 per occurrence for damages arising out of bodily injuries or death and/or Property Damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Should the Contractor be self-insured, it is required to supply annually a letter certifying that it is self-insured and is complying with all laws and regulations required for self-insurance.

**(d) Contractor's Pollution Liability Insurance**

The Contractor shall furnish evidence of contractor's pollution liability insurance covering the liability of its contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of contractor or its subcontractor. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured.

**(e) Railroad Protective Public Liability Insurance**

In addition to the above, The Contractor shall furnish evidence in the form of one signed copy and one certified copy of the Railroad Protective Public Liability Insurance Policy that, with respect to the operations it, its contractors, or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (AAR- AASHO form) in the name of NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operator, and other Operating Railroad providing for a limit of not less than \$2,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for all damages as a result of more than one occurrence. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Attachment I, as amended).

(i) The address of NJ TRANSIT CORPORATION shall appear as Director of Risk Management and Insurance, One Penn Plaza East, Newark, NJ 07105-2246. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted.

**(f) Workers' Compensation and Employer's Liability Insurance**

The Contractor shall provide to NJ TRANSIT a certificate of insurance showing that the coverage the Contractor, its contractors and/or its subcontractors carry for Workers' Compensation is within the statutory limits of the State of New Jersey. In case any class of employees on the Project under this Permit is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee disease
	\$1,000,000 policy limit – disease

(g) (i) All insurance required by the Permit shall be provided at the sole cost of the Contractor and shall be in full force and effect until all work is completed to the satisfaction of NJ TRANSIT. Proof of insurance must be provided prior to entering upon the property, with a copy of the general accord statement being supplied to NJ TRANSIT's Manager Right-of-Way Engineering or his representative.

(ii) All insurance policies or certificates shall contain the following cancellation notice: "This policy is not subject to cancellation or change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to the Director, Risk Management and Insurance, New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey, 07105-2246."

(iii) All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned railroad property.

(h) The foregoing insurance coverage is not intended to, nor does it limit the liability of the Contractor to hold the Indemnified Parties harmless as set forth in Paragraph C above.

(i) All insurance certificates must be mailed to NJ TRANSIT, Right-of-Way Engineering Department, c/o Manager – R.O.W. Engineering, located at One Penn Plaza East, Newark, New Jersey 07105.

#### D. MINIMUM STANDARDS FOR GEOTECHNICAL INVESTIGATIONS

Subsurface investigations made on or adjacent to the Right-of-Way should meet the minimum recommended practices as provided in Chapter 1, Volume 1, of the current AREMA Manual for Railway Engineering. Additionally, the following requirements must be met:

- Borings shall be advanced using casing or mud rotary techniques. Use of hollow stem augers below the water table is prohibited.
- All borings shall be grouted with non-shrink cement grout from the bottom to the top of the bore hole at completion. Subsequent minor surface settlement shall be back-filled with tamped earth, asphalt or finished concrete, as appropriate.
- No observation or monitoring wells shall be installed on railroad property without prior authorization of NJ TRANSIT'S Environmental Services Unit.
- No sampling of any kind shall be done on railroad property without prior authorization of NJ TRANSIT'S Environmental Services Unit.
- No work shall be done that interferes with operation and/or maintenance of the railroad unless specifically approved in a Temporary Access Permit issued by NJ TRANSIT.
- The crossing of tracks or use of tracks by personnel, equipment or material shall only be done under the protection of a qualified NJ TRANSIT representative.
- The presence of buried railroad or foreign utilities may or may not be known and any damage resulting from the investigation will be repaired as required, and all charges resulting from such damage shall be paid promptly by the Applicant in accordance with the terms of the Temporary Access Permit.
- In advance of the authorized investigation, the locations of proposed pits, boring locations, or monitoring well locations shall be marked out in the field to review the site for possible location of buried utilities or conflict with operating systems.

A reproducible location plan of proposed boring layout, test pits' locations, or monitoring well locations will be submitted with the technical specification for the work for review and approval prior to start of work. Detail of the plan shall be sufficient to permit review and comment by the Engineering and Environmental Services Departments. These plans and specifications shall be accompanied by a brief narrative of how the work will be carried out.

The location plan should provide from a licensed Land Surveyor the proposed state plane coordinates and approximate ground surface elevations of the work, and reference centerline alignment and profile of near tracks, support poles and guy anchors, existing foundations and overhead or undergrade wire, conduit, pipelines or structures. NJ TRANSIT uses State coordinate systems for horizontal control as appropriate and vertical datum based on Mean Sea Level equal to 0.0 feet in plan and nearest 0.1 feet in elevation.

Property information should be coordinated with the applicable Right-of-Way and Track Maps or Valuation Sheets. Copies of these maps can be obtained from the NJ TRANSIT Real Estate Department. These maps should be used to locate the work with respect to railroad stationing, structure number and mile post.

A draft summary Engineering Report shall be prepared signed and sealed by the licensed professional Engineer in charge of the work. Upon review and comment by NJ TRANSIT, three copies of the final report shall be submitted for record.

## E. ADDITIONAL REQUIREMENTS FOR PIPELINE OCCUPANCIES

The Contractor shall be responsible for compliance with all provisions of NJ TRANSIT Specification EP-2 and shall comply with all reasonable requests from NJ TRANSIT.

The Contractor shall be responsible to furnish all labor, materials and equipment necessary to install the casing and carrier pipes as referred to in the executed Occupancy Permit and as shown on the approved contract documents. The Contractor shall be responsible for notification to NJ TRANSIT and the appropriate utility companies for surface markout, and NJ TRANSIT shall be responsible for markout of its own facilities potentially affected by the installation.

If the jacking pit/boring equipment is constructed such that verbal communications are limited, universal hand signals shall be utilized and their meaning clearly understood between all employees. When visual contact between key operators and support groundmen cannot be adequately maintained, two-way radio contact must be utilized.

The Contractor must provide material certifications for all material to be installed and must prepare and submit for review (allowing 30 days) detailed drawings and supporting calculations (all signed and sealed by a professional Engineer licensed in the State where the work is being performed) showing the proposed methods of crossing; including jacking pit details, shoring, bracing, dewatering methods, pushing backstops, receiving pits, grade and alignment controls, catalog cuts on jacking equipment, and narrative methods for installing casing and carrier pipe.

The Contractors must be prepared to work continuously and complete the jacking operation below the tracks once the live load influence line has been entered by the auger/casing.

The use of water or other liquids to facilitate conventional casing emplacement and soil removal is prohibited. If during installation, an obstruction is encountered which prevents installation of the pipe in accordance with the approved plans, the pipe shall be abandoned in place and immediately filled with grout. A revised installation plan must be submitted for approval.

When water is known or expected to be encountered, a designed dewatering system with pumps of sufficient capacity shall be utilized to handle the flow in such a fashion which does not allow groundwater to affect the installation or NJ TRANSIT's property. When dewatering, close observation shall be maintained to detect any settlement or displacement of the embankments, tracks and other facilities.

As part of the jacking operation, the Contractor shall be responsible for the completion of Survey Control Monitoring to verify track movement prior to, during, and at a point after completion. The survey monitoring procedure and location layout can be site-specific modified, but, must generally follow those as shown on the attached. The survey monitoring procedure must be completed and signed by a Licensed Land Surveyor.

**F. SURVEY MONITORING PROCEDURES FOR SUBSURFACE PIPELINE INSTALLATION**

ACTIVITY FREQUENCY	LOCATION OF SETTLEMENT POINTS	FREQUENCY
Prior to installation and disturbance of the property.	The top of each rail at the centerline of crossing, 5', 10', and 25' on each side of the crossing, or as directed by the Manager, Right-of-Way Engineering, or his designee. When temporary track supports have been installed only the running rails shall be monitored.	Take 3 sets of readings with at least 1 train passing the area between readings for a base level measurement. All readings to be measured to the nearest 0.001 ft.
Installation of the casing, grouting operation and during dewatering operation.	All points noted above and as required by NJ TRANSIT on the Contractor's approved dewatering plans.	Immediately prior to start and continuously during jacking, and all grouting operations. Daily during all dewatering activities for the first 7 days and then twice weekly.
At completion of jacking as necessary.	All points noted above.	After 1 train, after 5 trains, after 1 day, after 1 week, after 1 month or as directed by the Manager, Right-of-Way Engineering, or his designee.

Should the total changes in rail elevations for any pair of adjacent points exceed the established base elevations by 0.02 ft., the Surveyor shall immediately notify the Manager, Right-of-Way Engineering, or his designee. All readings shall be transmitted directly to the NJ TRANSIT Resident Engineer within 24 hours of taking the measurement. Elevations shall be referenced to a U.S.G.S. benchmark and survey runs shall be reported with the proper closure errors. Readings and elevations shall be certified by a licensed Land Surveyor. Copies of the field data shall be maintained on-site by the Applicant's Engineer. Review of the survey data by NJ TRANSIT will be made at the end of the first month following the jacking operation to determine the need for additional elevation measurements.

**TRACK SURVEY MONITORING POINTS (TYPICAL FOR ALL TRACKS)**

RAIL	B	D	F	H	J	L	N
RAIL	25'	10'	5'	CENTERLINE OF CROSSING	5'	10'	25'
	A	C	E	G	I	K	M

**NOTE:** All field markouts shall be accomplished using a paint or keel marker. Chisel cuts are prohibited on the rail.



**SPECIFICATIONS  
FOR  
PIPELINE OCCUPANCY  
ON  
NEW JERSEY TRANSIT PROPERTY**

**EP - 2**



Michael Gaspartich  
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## A. GENERAL REQUIREMENTS

### 1. SCOPE

- a. These specifications apply to the design, construction and maintenance of pipelines and casings carrying flammable and non-flammable substances, containing wires and cables, under, over, across and longitudinally along NJ TRANSIT property, right-of-way and facilities. References made to "State", unless otherwise noted, is typically meant to be the State of New Jersey. When the occupancy is in the State of New York, State of New York requirements shall be substituted for New Jersey in the applicable specifications.
- b. NJ TRANSIT owns its right-of-way for the primary purpose of operating a railroad. All occupancies shall therefore be designed and constructed so that operations and facilities are not interfered with, interrupted or endangered. In addition, the proposed facility shall be located to minimize encumbrance to the right-of-way so that the railroad will have unrestricted use of its property for current and future operations.

### 2. APPLICATION FOR OCCUPANCY PERMIT

- a. Individuals, Owners, Corporations and Municipalities (hereinafter known as the Applicant) desiring occupancy on NJ TRANSIT property must agree, upon approval of the construction plans by NJ TRANSIT, to execute an appropriate Occupancy Permit and pay any required fees and/or rentals outlined therein.
- b. Application for an Occupancy Permit shall be made by letter addressed to Manager, Property Management Permits, NJ TRANSIT Real Estate Department, One Penn Plaza East, Newark, New Jersey 07105-2246. The application must provide the following information:
  - 1. Name of Applicant desiring the occupancy.
  - 2. Complete mailing address of Applicant.
  - 3. Name and title of person who will sign the Occupancy Permit.
  - 4. The State in which the Applicant is incorporated.
  - 5. Complete description of the project, including installation, location and specific details of the occupancy.
- c. No entry upon NJ TRANSIT property for the purpose of conducting surveys, field inspections, obtaining soil information, or for any other purpose required for the design and engineering of the proposed occupancy, will be allowed without a Temporary Access Permit executed by NJ TRANSIT. The Applicant must apply for the Temporary Access Permit and pay any associated fees. Such applications should be initiated by contacting the Property Manager per paragraph 2b above.

- d. It is to be clearly understood that the issuance of a Temporary Access Permit does not constitute authority to proceed with the actual construction. Actual construction cannot begin until a formal Occupancy Permit has been fully executed by NJ TRANSIT and authorization to proceed has been granted.

### 3. SUBMISSION OF PLANS AND DOCUMENTATION

- a. All Occupancy Permit applications shall be accompanied by ten complete sets of all project construction plans, specifications and computations covering the proposed occupancy. The construction plans, specifications and computations shall be signed and sealed by a Licensed Professional Engineer registered in the State of New Jersey. If the plans, specifications and computations (including those submitted by contractors or suppliers) are not signed and sealed, they will be given no further consideration.
- b. Two full size sets and eight half size sets (11" x 17") of plans for proposed pipeline occupancy shall be submitted to NJ TRANSIT. The half size plans are to be folded to an 8-1/2" x 11" size, with a 1-1/2 inch margin on the left hand side and a 1 inch margin on the top, so that they can be secured at the upper left hand corner and still be unfolded to full size without being removed from the file. After folding, the title block or any other identification of the plans shall be visible at the lower right hand corner without the necessity of unfolding. Each plan shall bear an individual identifying number and an original issue date, together with subsequent revision dates. Revisions shall be clearly identified on the plans so that it is readily apparent as to what revisions were made and when. All plan sheets are to be folded individually and, where more than one plan is involved, the plan sheets shall be assembled into complete sets before submission to NJ TRANSIT. Upon completion of the project, as-built plans shall also be provided in a viewable CD ROM format.
- c. Failure of the Applicant to comply with these requirements may be sufficient cause for rejection of the application.
- d. Plans shall be drawn to scale, and a bar scale shall be provided. As a minimum, the following information shall be included:
  - 1. Plan view of proposed pipeline in relation to all NJ TRANSIT facilities and facilities immediately adjacent to NJ TRANSIT including, but not limited to, tracks, buildings, signals, pole lines, other utilities and all other facilities that may affect or influence the pipeline design and construction. The right-of-way property line shall be clearly delineated (see Section D "DESIGN STANDARDS").
  - 2. Location of centerline of pipe (in feet) from the nearest railroad milepost, centerline of a railroad bridge (giving bridge milepost number), or centerline of an existing or former passenger station. In all cases, the names of the municipality and the county in which the proposed facilities are located must be shown.

3. Profile of ground at centerline of pipe (from field survey) showing the relationship of the pipe and casing to ground level, tracks and other facilities (see Section D). For longitudinal occupations, the profile of adjacent track or tracks must be shown (see Section D). The location and description of benchmarks used in the field survey shall be given, and elevations shall be referenced to the current National Geodetic Vertical Datum (NGVD 1929; Sandy Hook, NJ).
4. If the pipeline is in a public highway, the limits of the right-of-way for the highway shall be clearly indicated with dimensions from the centerline.
5. The angle of crossings in relation to the centerline of tracks.
6. Location and description of valves or control stations of the pipeline, or junction boxes and splice points for cable conduits, shall be clearly shown on the plans.
7. The Pipeline Crossing Data Sheet must be completed and shown on the plans submitted for approval (see Section D).
8. Location and description of all appurtenances, manholes and other accesses shall be shown on the plans.
- e. The plans must be specific as to:
  1. Method of construction and installation.
  2. Size and material of casing pipe, including any insulation or coatings proposed.
  3. Size and material of carrier pipe, including any insulation or coatings proposed.
- f. Location and dimensions of jacking, boring, or tunneling pits, and of longitudinal pipeline trenches shall be shown, along with details of their sheeting and shoring. If the bottom of the excavated pit nearest the adjacent track intersects a line from a point 5 feet horizontally from center line of adjacent track at the plane of the base of rail drawn on a slope of 1-1/2 horizontal to 1 vertical, a temporary earth support system designed by a Registered Professional Engineer licensed in the State of New Jersey shall be submitted for approval. In any event, the face of the pit shall be no less than 25 feet from adjacent track, unless otherwise approved by the NJ TRANSIT. During construction, jacking, boring or tunneling pits shall be fenced, lighted, and otherwise protected as directed by the NJ TRANSIT designated field representative.
- g. If required, a dewatering plan shall be included in the submission. The dewatering plan shall include the location and dimensions of system components, structural capacity of pits, etc., and all pertinent collection and discharge data.
- h. When computer calculations are included with design calculations, the following minimum documentation shall be furnished:

1. A synopsis of the computer program(s), stating briefly: required input, method of solution, approximations used, specifications or codes used, cases considered, output generated, extent of previous usage or certification of program(s) and the name of the author of the program(s).
2. Identification by number, indexing and cross referencing of all calculation sheets, including supplemental "long-hand" calculation sheets.
3. Fully identified, dimensioned and annotated diagram of each member of the structure being considered.
4. Clear identification and printing of all input and output values, including intermediate values, if such values are necessary for orderly review.
5. Identification of the processing unit, input/output devices, storage requirements, etc., if such supplemental information is significant and necessary for evaluation of the submittal.
- i. Once an application is approved by NJ TRANSIT and the Occupancy Permit issued, no variance from the plans, specifications, methods of construction, etc. will be considered or permitted without resubmission of plans to, and receipt of approval from, NJ TRANSIT.

#### **4. PERMIT APPROVAL - NOTIFICATION TO PROCEED**

- a. Notification to Proceed with Construction: After approval of the engineering plans, computations and specifications, and the execution of the Occupancy Permit, the Applicant's project can be undertaken. The Applicant will notify NJ TRANSIT a minimum of ten (10) working days prior to the desired start of construction (see attached GENERAL REQUIREMENTS FOR WORKING WITHIN RIGHT OF WAY). The Applicant is responsible for notifying and coordinating the work with all utility owners as required under the New Jersey One Call System.
- b. An Occupancy Permit that has been approved by NJ TRANSIT will remain in effect for a period of two (2) years. Applicants must reapply for an Occupancy Permit if any work is to be done on NJ TRANSIT's right of way beyond the two-year limitation. Additionally, the Applicant is responsible for any Occupancy Permit revisions necessary to accommodate interim changes to existing conditions on NJ TRANSIT property.

#### **5. MODIFICATION OF EXISTING FACILITIES**

- a. Any replacement or modification of an existing carrier pipe and/or casing shall be considered a new installation subject to the requirements of these specifications.

## 6. ABANDONED FACILITIES

- a. The owner of all pipelines and other occupancies shall notify in writing, the Manager, Property Management, Permits of the intention to abandon. Failure to do so will lead to the owner being continually billed for the pipeline occupancy.
- b. Abandoned pipelines, manholes and other structures shall be removed to a minimum distance of 5 feet below finished grade. Structures below 5 feet will be completely filled with cement grout, compacted sand or other materials approved by NJ TRANSIT, using methods approved by NJ TRANSIT.

## 7. CONFLICT OF SPECIFICATIONS

- a. Where laws or orders of public authority prescribe a higher degree of protection than specified herein, then the higher degree so prescribed shall be deemed a part of these specifications. Any such requirements shall be clearly referenced in the application.

## 8. GLOSSARY

**AASHTO** - American Association of State Highway and Transportation Officials

**ANSI** - American National Standards Institute

**API** - American Petroleum Institute

**AREMA** - American Railway Engineering and Maintenance-of-Way Association

**ASTM** - American Society for Testing and Materials

**Boring** - Pushing a pipe through fill material, with a boring auger rotating within the pipe to remove the soil.

**Carrier Pipe** - Pipe containing primary fluid or cable through occupancy area.

**Casing Pipe** - Protective encasement for a carrier pipe whose function is both structural and for containment of carrier fluids within the occupancy area, and/or dispersion of carrier fluids beyond the occupancy area.

**Cooper E-80** - Live load for each track based on four 80 kips axle load with 5 feet axle spacing.

**Horizontal Directional Drilling (Directional Boring)** - method of drilling under existing conditions using a pilot hole bore.

**Jack Boring** - method of jacking a pilot rod under existing conditions between a launching pit and a receiving pit.

*Longitudinal Occupancy* - The installation and maintenance of pipelines along and adjacent to tracks and within NJ TRANSIT property, right-of-way and facilities that do not cross tracks.

*LSCM* - Low strength cementitious material

*MSDS* - Material Safety Data Sheet

*NEC* - National Electric Code

*NESC* - National Electric and Safety Code

*NGVD* - National Geodetic Vertical Datum (1929, Sandy Hook, NJ)

*NJTRO* - NJ TRANSIT Rail Operations

*Occupancy Permit* - Agreement between NJ Transit and applicant to allow applicant to construct and maintain pipelines under, over, across or longitudinally along NJ TRANSIT property, right-of-way and facilities.

*One-Call System* - Statewide system to protect underground utilities and services that must be coordinated prior to the start of excavation work; 1-800-272-1000

*Open-Cut Trenching* - Surface excavation methods to allow the installation of pipelines.

*OSHA* - Occupational Safety and Health Administration

*Pits (Launch/Receiving)* - Excavations at each end of a work area to allow jacking, boring or tunneling operations under existing site conditions.

*Temporary Access Permit* - Permit allowing applicant to enter NJ TRANSIT property solely for the purpose of obtaining information required for the design and engineering of a proposed Occupancy Permit

*Transverse Occupancy* - The installation and maintenance of pipelines on NJ TRANSIT property, right-of-way and facilities, where such pipelines cross tracks.

*Tremie Grouting* - A method in which concrete placed underwater through a pipeline (tremie pipe) to form a seal between the subsurface and water levels.

*Tunneling* - Method of boring with or without the use of placing liner plates behind a tunneling shield or tunneling machine, thus forming a casing for the installation of a carrier pipe under existing conditions.

## B. TECHNICAL REQUIREMENTS

### 1. LOCATION OF PIPELINE ON THE RIGHT-OF WAY

- a. Pipelines laid longitudinally on NJ TRANSIT Right-of-Way shall be located as far as practicable from any tracks or other important structures and as close to the NJ TRANSIT property line as possible. Longitudinal pipelines must not be located within drainage ditches located on the right-of-way.
- b. Pipelines shall be located, where practicable, to cross tracks at approximate right angles thereto, but generally no less than 45 degrees.
- c. Pipelines shall not be located within the limits of a turnout (switch) when crossing the track. The limits of the turnout extend from the second tie before the point of the switch to the first tie beyond the last long timber.
- d. Pipelines shall not be located within the limits of a grade crossing. If it is shown that no other location is possible, the Applicant will be responsible for reimbursing NJ TRANSIT for all costs associated with the removal and reconstruction of the grade crossing.
- e. Pipelines and casings shall be suitably insulated from underground conduits or direct burial cables carrying electric wires on NJ TRANSIT property, in accordance with ANSI and NESC standards.

### 2. CARRIER PIPE

- a. All pipes, ditches and other structures carrying surface drainage on NJ TRANSIT property and/or crossing under NJ TRANSIT tracks shall be designed to carry the run-off from a one-hundred (100) year storm. Computations indicating this design and suitable topographic plans, prepared by a Registered Professional Engineer in the State of New Jersey, shall be submitted to NJ TRANSIT for approval. If the drainage is to discharge into an existing drainage channel on NJ TRANSIT Right-of-Way and/or under NJ TRANSIT tracks, the computations should include the hydraulic analysis of any existing structures. Submitted with the computations should be formal approval of the proposed design by the appropriate governmental agency.
- b. Carrier pipes within a casing shall be designed for NJ TRANSIT live loads as if they are not encased.
- c. All pipes shall be designed for the external and internal loads to which they will be subjected. The dead load of earth shall be considered 120 pounds per cubic foot. Railroad live loading shall be Cooper's E-80 with 50% added for impact. In any event where railroad loading will be experienced, the following shall be the minimum requirements for carrier pipes:

- 1. Reinforced concrete pipe - ASTM C76, Class V. Wall C
- 2. Ductile Iron Pipe - ANSI A21.51, Class 6
- 3. Corrugated Metal Pipe - AREMA Manual, Chapter 1, Part 4
- 4. Others - as approved by NJ TRANSIT

d. Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable products shall conform to the requirements of the current ANSI B 31.4 with Addenda *"Liquid Transportation Systems for Hydrocarbons, Liquid Petroleum Gas, Anhydrous Ammonia, and Alcohols"*; ANSI B 31.8 "Gas Transmission and Distribution Piping Systems"; and other applicable ANSI Codes except that the maximum allowable stresses for design of steel pipe shall not exceed the following percentages of the specified minimum yield strength (multiplied by the longitudinal joint factor) of the pipe as defined in the ANSI Codes:

- 1. Steel pipe within a casing under NJ TRANSIT tracks, across NJ TRANSIT right-of-way, and longitudinally on NJ TRANSIT right-of way (the following percentages apply to hoop stress):
  - a). Seventy-two percent for installation of oil pipelines.
  - b). Fifty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
  - c). Sixty percent for installation of gas pipelines.

**3. CASING PIPE**

- a. Pressurized pipelines under or along NJ TRANSIT tracks and across operating right-of-way shall be encased in a larger pipe or conduit called the casing pipe, as shown in Section D.
- b. Casing pipe will be required for all pipelines carrying oil, gas, petroleum products, or other flammable or highly volatile substances under pressure, and all non-flammable substances which, from their nature or pressure, as determined by NJ TRANSIT, might cause damage if escaping on or near NJ TRANSIT property.
- c. For non-pressure sewer or drainage piping, where the installation is approved by NJ TRANSIT, the casing pipe may be omitted when the pipe strength is capable of withstanding railroad loading hereinafter specified.
- d. The casing pipe shall normally be laid across the entire width of the right-of-way. Casing pipe shall be installed so as to provide an even bearing pressure throughout its length. Casing pipe laid transverse to the railroad shall slope to one end.

- e. Protection at ends of casings:
  - 1. Casings for carriers of flammable substances shall be suitably sealed to the outside of the carrier pipe. Details of seals shall be shown on the plans.
  - 2. Casings for carriers of non-flammable substances shall have both ends of the casing sealed up in such a way as to prevent the entrance of foreign material, but allowing leakage to be safely detected in the event of a carrier break.
  - 3. Where ends of casings are at or above ground surface and above high water level, they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from railroad tracks and structures.
- f. Vents
  - 1. All casings when sealed shall be adequately vented. Special attention shall be given to sealed casings for flammable substances in accordance with ANSI Standards. Vent pipes shall be of sufficient diameter, but in no case less than two (2) inches in diameter, and shall be attached near each end of the casing and project through the ground surface at right-of-way lines or not less than 45 feet (measured at right angles) from centerline of nearest track.
  - 2. Vent pipes shall extend not less than four (4) feet above the ground surface. Top of vent pipe shall have a down-turned elbow, properly screened, or a relief valve. Vents in locations subject to high water shall be extended above the maximum elevation of high water and shall be supported and protected in a manner approved by NJ TRANSIT.
  - 3. Vent pipes shall be at least four (4) feet vertically from aerial electric wires or greater if required by NESC and ANSI Standards.
  - 4. When the pipeline is in a public highway, street-type vents shall be installed

#### 4. DESIGN LOADING FOR PIPES

- a. Pipes may be rigid or flexible, as permitted by their specific use. The design loading criteria is described below, and shall be in accordance with the current AREMA Manual for Railway Engineering, Volumes 1 and 2.
  - 1. Where casing pipe is required or desired, casing pipe and joint shall be of metal and of leak proof construction, designed for the earth and/or other pressures present plus a Cooper E-80 railroad live loading with 50% added for impact.
  - 2. The values shown in Table 1 shall be used for the vertical pressure on a buried structure for the various heights of cover.

**Table 1**  
**(AREMA, Volume 1, Part 4, Table 4-39)**  
**Cooper E-80 live loads, including impact, for various heights of cover**

Height of Cover (feet)	Load (lb/sq.ft.)
2	3800
5	2400
8	1600
10	1100
12	800
15	600
20	300
30	100

Note: If height of cover, from bottom of cross tie to top of structure, is over 30 feet, use dead load only. For live load other than Cooper E 80, the above values should be adjusted accordingly.

3. Steel casing pipe shall have a minimum wall thickness as shown in Table 2, unless computations indicate that a thicker wall is required.

**Table 2**  
**(AREMA Volume 1, Part 5, Table 5-1)**

Pipe Diameter Nominal Pipe Size (inches)	Coated or Cathodically Protected	Uncoated and Unprotected
	Nominal Wall Thickness (inches)	Nominal Wall Thickness (inches)
10 and under	0.188	0.188
12 and 14	0.188	0.250
16	0.219	0.281
18	0.250	0.312
20 and 22	0.281	0.344
24	0.312	0.375
26	0.344	0.406
28	0.375	0.438
30	0.406	0.469
32	0.438	0.500
34 and 36	0.469	0.532
38	0.500	0.562
40	0.531	0.594
42	0.562	0.625
44 and 46	0.594	0.657
48	0.625	0.688
50	0.656	0.719
52	0.688	0.750
54	0.719	0.781
56 and 58	0.750	0.812
60	0.781	0.844
62	0.812	0.875
64	0.844	0.906
66 and 68	0.875	0.938
70	0.906	0.969
72	0.938	1.000

4. Steel pipe shall have minimum yield strength of 35,000 psi. The ASTM or API specification and grade for the pipe are to be shown on the Pipe Data Sheet.
5. Corrugated metal pipe or structural plate pipe may be used for casing, provided the pressure in the carrier pipe is less than 100 psi, and only when placed by the open cut method. Jacking or boring through railroad embankment for corrugated pipe is not permitted. Pipe shall be bituminous coated and shall conform to the current AREMA Manual for Railway Engineering, Volume 1, Part 4.
6. Tunnel liner plates shall be galvanized and bituminous coated and shall conform to the current AREMA Manual for Railway Engineering, Volume 1, Part 4. In no event shall the liner plate thickness be less than 0.105 inch.
7. If the tunnel liner plates are used only to maintain a tunneled opening until the carrier pipe is installed, and the annular space between the carrier pipe and the tunnel liner is completely filled with cement grout within a reasonably short time after completion of the tunnel, then the tunnel liner plates need not be galvanized and coated.
8. Reinforced concrete pipe may be used for a casing. For a cover depth of 14 feet or less, reinforced concrete pipe shall conform to the current ASTM C76, Class V, Wall C. It may be used in open cut methods of installation, or when suitably designed for jacking methods. For depth of cover greater than 14 feet, the designer shall prepare an engineering analysis in accordance with the current AREMA Manual for Railway Engineering, Volume 2, Chapter 8, Part 10. For elliptical or arch pipe, where the supporting strength of the pipe  $D = 3,000$  pounds per linear foot and reinforced concrete pipe is not available, a separate engineering analysis shall be submitted.
9. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be subsequently removed without disturbing the casing or the roadbed. For carrier pipe less than six (6) inches in diameter, the inside diameter of a steel casing pipe shall be at least two (2) inches greater than the largest outside diameter of the carrier pipe, joints, or couplings; for carrier pipe six (6) inches and over in diameter, the inside diameter of a steel casing pipe shall be at least four (4) inches greater than the largest outside diameter of the carrier pipe, joints, or couplings.
10. For flexible casing pipe, a minimum vertical deflection of the casing pipe of 3 percent of its diameter plus 1/2 inch shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of flexible casing pipe shall be at least two (2) inches greater than the outside diameter, including insulation, of the carrier pipe for pipe less than eight (8) inches in diameter; at least 3-1/4 inches greater for pipe 8 inches to 16 inches inclusive in diameter; and at least 4-1/2 inches greater for pipe 18 inches and over in diameter.

11. When steel casing pipe is used, the joints shall be fully closed by welding or mechanical means to ensure tightness. The closure shall develop the full strength of the casing pipe. Closure details shall be shown on the plans.
12. Casing pipe under NJ TRANSIT tracks and across NJ TRANSIT Right-of-Way shall extend the greater of the following distances measured at right angles to centerline of tracks:
  - a). Across the entire width of NJ TRANSIT Right-of-Way.
  - b). Two (2) feet beyond toe of slope.
  - c). A minimum distance of 25 feet each side from centerline of outside track when casing is sealed at both ends.
  - d). A minimum distance of 45 feet from centerline of outside track when casing is open at both ends.
13. Where installation of the casing pipe is proposed by means of open cut, the designer should determine the effects upon the casing due to change in weight of the new compacted fills and potential for lateral spreading of the embankment and account for these effects in the design. Where segmental casing pipe segments are used, temporary or permanent tension rods may be required by the Engineer.

## 5. SIGNS

- a. All pipelines (except those in streets where it would not be practical to do so) shall be prominently marked at Right-of-Way lines (on both sides of track for under crossings) by durable, weatherproof signs located on the edge of Right-of-Way. Signs shall show the following:
  1. Name and address of Owner
  2. Contents of Pipe
  3. Pressure in Pipe
  4. Depth of pipe below grade at point of sign
  5. Emergency telephone in event of pipe rupture
- b. The material, size of lettering and the installation method of the sign shall be as approved by NJ TRANSIT. For pipelines running longitudinally on NJ TRANSIT property, signs shall be placed over the pipe (or offset and appropriately marked) at all changes in direction of the pipeline. Such signs should also be located so that when standing at one sign the next adjacent marker in either direction is visible. The owner shall maintain all signs on NJ TRANSIT Right-of-Way as long as the Occupancy Permit is in effect.

## 6. EMERGENCY SHUT-OFF VALVES

Accessible emergency shut-off valves shall be installed on each side of the railroad at locations selected by NJ TRANSIT where hazard to life and property should be guarded against. Where pipelines are provided with automatic control stations and within distances approved by NJ TRANSIT, no additional valves will be required.

## 7. DEPTH OF PIPELINE INSTALLATION

Pipe under NJ TRANSIT tracks and across NJ TRANSIT Right-of-Way shall be not less than 5-1/2 feet from bottom of tie to top of casing at its closest point. On other portions of Right-of Way where casing is not directly beneath any track, the depth from ground surface or from bottom of ditches to top of casing shall be not less than four (4) feet, unless otherwise specified herein.

## 8. CATHODIC PROTECTION

- a. Cathodic protection shall be applied to all pipelines and casings carrying flammable substances in accordance with ANSI Standards.
- b. Where casing and/or carrier pipe is cathodically protected by other than anodes, NJ TRANSIT shall be notified and a suitable test shall be made and witnessed by NJ TRANSIT to insure that all structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of Reports of Correlating Committee on Cathodic Protection, current issue by the National Association of Corrosion Engineers.

## 9. SOIL INVESTIGATIONS

- a. For all pipe crossings, soil borings or other soil investigations approved by NJ TRANSIT shall be made to determine the nature of the underlying material (see Section A, Paragraph 2.c. for procedures). Boring location plans need to be approved by NJ TRANSIT in advance of the taking of the borings.
- b. Borings shall be made on each side of the tracks, on the centerline of the pipe crossings, and as close to the tracks as practicable.
- c. Soil borings shall be made in accordance with the current AREMA Manual for Railway Engineering, Chapter 8, Part 22. Soils shall be investigated by the split-spoon and/or thin walled tube method, and rock shall be investigated by the coring method, as appropriate. The location of the carrying pipe and/or casing shall be superimposed on the Boring Location Plan before submission to NJ TRANSIT.
- d. Soil boring logs shall clearly indicate all of the following :
  1. Boring number as shown on Boring Location Plan.

2. Elevation of ground at boring, using the same NGVD as the pipeline construction plans. The location of the carrier pipe and/or casing pipe shall be superimposed on the boring logs before submission to NJ TRANSIT.
3. Description or soil classification of each soil sample encountered shall be made in accordance with the Unified Soils Classification System. Classification and description of rock shall include type, local designation, joint or fracture frequency, foliation and, joint dip, surface degree of weathering and any other pertinent observations concerning the drilling and recovery.
4. Elevations or depth from surface for each change in strata.
5. Identification of depth where samples were taken or attempted and percentage of recovery.
6. Location of ground water at time of sampling and, if available, subsequent readings shall be reported. Observed conditions, such as depth of hole or casing, drill fluid, recent precipitation, surface elevation of nearby bodies of water and time permitted for the stabilized level to occur shall be noted.
7. Natural dry density in pounds per cubic foot for all strata.
8. Unconfined compressive strength in tons per square foot for all cohesive strata.
9. Natural water content (percent), liquid limit (percent) and plastic limit (percent) for all cohesive soils.
10. Standard Penetration Test N Value in blows per foot (or inches/blow), for each sample obtained or unsuccessful attempt.
11. Samples shall be retained for review by NJ TRANSIT.
12. Failed boring attempts shall be logged and reported.
13. All borings and attempts shall be tremie grouted with non-shrink grout or other approved material. The quantity of grout material used shall be measured and reported.
- e. Soil boring logs shall be accompanied with a plan drawn to scale showing the location of borings in relation to the tracks and the proposed pipe location, the elevation of ground surface at each boring, and the elevation of the base of rail of the tracks. Datum shall be NGVD 1929; Sandy Hook, NJ on the logs; elevations shown to the nearest 0.1 foot).

## C. CONSTRUCTION

### 1. CONSTRUCTION INSPECTION REQUIREMENTS

- a. The Applicant shall provide full time on-site inspection by a Resident Engineer during the installation of temporary and permanent facilities approved by NJ TRANSIT. This inspection shall be under the supervision of a Professional Engineer licensed in the State of New Jersey. The Professional Engineer shall certify that the facilities were installed in accordance with these specifications and the approved plans. The on-site Resident Engineer shall coordinate the activities of the contractor for the purpose of scheduling flag protection, NJ TRANSIT force account work, and any other requirements that may arise during the project. All work shall be performed in accordance with the attached document "*NJ TRANSIT GENERAL REQUIREMENTS FOR WORKING WITHIN THE RIGHT OF WAY*".

### 2. INSTALLATION METHODS

- a. Open Cut or Braced Trench (Considered only when other conventional pipe installation methods are determined by NJ TRANSIT as not feasible)
  - 1. Installation by open cut or braced trench methods will not be permitted under mainline tracks or within the limits of at-grade crossings. If considered and approved by NJ TRANSIT, open cut methods shall comply with the current AREMA Manual for Railway Engineering, Chapter 1. At least two to three months may be required for NJ TRANSIT review and approval of open cut or braced trench methods.
  - 2. Where NJ TRANSIT has approved the open cut method, pipe shall be installed on a Class B bed of compacted graded aggregate. Sand backfill shall be used to fill around the sides and on top of the pipe. A colored warning tape shall be placed a minimum of 12 inches above the top of the pipe. Additional backfill shall be well-graded, clean granular soil having less than 20 percent by dry weight passing No. 200 U.S. STD sieve. Maximum aggregate size shall be 1/2 inch. Backfill shall be placed in loose 8 inch layers and compacted to at least 95 percent of its maximum density at or within two (2) percent of the optimum moisture content as determined in accordance with current ASTM D1557 (AASHTO T180).
  - 3. All associated NJ TRANSIT costs for labor, material and equipment shall be paid by the Applicant including, but is not limited to, engineering supervision and inspection, maintenance of way forces, work trains, track testing and resurfacing after completion.
  - 4. Prior to the start of an open cut installation, the contractor shall have all materials on site, including emergency stand-by handling equipment.

b. Jacking

1. Jacking of casing pipe shall be in accordance with the current AREMA Manual for Railway Engineering, Chapter 1. This operation shall be continuous once started, and shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, augering, or drilling equipment. Ordinarily 36-inch diameter pipe is the minimum size that should be used. Bracing and backstops shall be designed and jacks of sufficient rating shall be used so that the jacking can be progressed without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit or is at least 25 feet from the centerline of the last track.
2. When jacking reinforced concrete pipe, grout holes, tapped for no smaller than 1-1/4 inch pipe, shall be cast into pipe at manufacture. Three grout holes equally spaced around the circumference and 4 feet longitudinally shall be provided for RCP 54 inches in diameter and smaller. Immediately upon completion of jacking operations, the installation shall be pressure grouted.

c. Horizontal Directional Drilling/Directional Boring

1. Installations by this method are generally not acceptable. However, consideration will be given where the depth of cover is substantial, or if the bore is in rock. Factors considered will be track usage, pipe size, contents of pipeline, soil condition, etc. Two methods of directional boring will be considered. The first method is for steel pipelines and consists of boring a small diameter pilot hole on the desired vertical and horizontal alignment using a mechanical cutting head with high pressure fluid (Bentonite Slurry) to remove the cuttings. The drill string is advanced while slurry is being pumped through the cutting head. When the cutting head reaches the far side of the crossing, it is removed and a reamer with a diameter not to exceed 25% of the diameter of the pipe is attached to the lead end of the drill string. The pipeline is attached to the reamer and the pilot hole is then back reamed while the pipeline is pulled into place. The second method is used to place small diameter conduit. This method consists of using hydraulic jacking equipment to push a solid rod under the railroad from a launching pit to a receiving pit. A cone shaped expander is attached to the end of the rod and the conduit is attached to the expander. The rod, expander and the conduit are then pulled back from the launching pit until the full length of the conduit is in place.
2. The following preliminary information must be submitted with the request for consideration of this type of installation:
  - a). A site plan of the area.
  - b). A plan view and profile of the crossing.
  - c). A Pipe Data Sheet.
  - d). Several soil borings along the proposed pipeline route.
  - e). A construction procedure, including a general description of equipment to be used.

3. If NJ TRANSIT determines this method of installation is acceptable, final design plans and specifications are to be prepared and submitted for approval. The project specification must require the contractor to submit to NJ TRANSIT for approval a complete construction procedure of the proposed boring operation. Included with the submission shall be the manufacturer's catalog information describing the type of equipment to be used. Where boring machines are approved, it is with the understanding that the machine is capable of stabilizing the bore in the event of blockage.

d. Tunneling With Liner Plate

1. Tunneling operations shall be conducted as approved by NJ TRANSIT. Care shall be exercised in trimming the surface of the excavated section in order that the steel liner plates fit snugly against undisturbed material.
2. Excavation shall not be advanced ahead of the previously installed liner plates any more than is necessary for the installation of the succeeding liner plate. The vertical face of the excavation shall be supported as necessary to prevent sloughing.
3. At any interruption of the tunneling operation, the heading shall be completely bulkheaded.
4. Unless otherwise approved by NJ TRANSIT the tunneling shall be conducted continuously on a 24-hour basis, until the tunnel liners extend at least equal to 25 feet beyond the centerline of the last track.
5. A uniform mixture of 1:6 cement grout shall be placed under pressure behind the liner plates to fill any voids existing between the liner plates and the undisturbed material. Grout holes tapped for no smaller than 1/2 inch pipe, spaced at approximately 3 feet around the circumference of the tunnel liner shall be provided in every third ring. Grouting shall start at the lowest hole in each grout panel and proceed upwards simultaneously on both sides of the tunnel. A threaded plug shall be installed in each grout hole as the grouting is completed at that hole.
6. Grouting shall be kept as close to the heading as possible, using grout stops behind the liner plates if necessary. Grouting shall proceed as directed by NJ TRANSIT, but in no event shall more than six lineal feet of tunnel be progressed beyond the grouting.

e. Tunneling Shields

1. All pipes 60 inches and larger in outside diameter shall be placed with the use of a tunneling shield unless otherwise approved by NJ TRANSIT. Pipes of smaller diameter may also require a shield when, at the sole discretion of NJ TRANSIT, soil or other conditions indicate its need.

2. The shield shall be of steel construction designed to support railroad track loading as specified herein, in addition to other loadings it must sustain. The advancing face shall be provided with a hood, extending no less than 20 inches beyond the face and extending around no less than the upper 240 degrees of the total circumference. It shall be of sufficient length to permit the installation of at least one complete ring of liner plates within the shield before it is advanced for the installation of the next ring of liner plates. It shall conform to and not exceed the outside dimensions of the pipe being placed by more than one inch at any point on the periphery unless otherwise approved by NJ TRANSIT.
3. The shield shall be adequately braced and provided with necessary appurtenances for completely bulkheading the face with horizontal breast boards and arranged so that the excavation can be benched as may be necessary. Excavation shall not be advanced beyond the edge of the hood, except in rock.
4. Manufacturer's shop detail plans and manufacturer's computations showing the ability of the tunnel liner plates to resist the jacking stresses shall be submitted to NJ TRANSIT for approval.
5. The detail shield plans and design calculations prepared by a Registered Professional Engineer licensed in the State of New Jersey shall be submitted to NJ TRANSIT for approval. No work shall proceed until such approval is obtained.

f. Boring

1. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the soil. When augers or similar devices, are used for pipe emplacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the pipe so that there will be no unsupported excavation ahead of the pipe. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material. The use of water or other liquids to facilitate casing emplacement and spoil removal is prohibited. Plans and descriptions of the arrangement to be used shall be submitted to NJ TRANSIT for approval and no work shall proceed until such approval is obtained.
2. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8 inches in diameter which does not have the above approved arrangement will not be permitted. For pipes 4 inches and less in diameter, augering or boring without this arrangement may be considered for use only as approved by NJ TRANSIT.

### 3. CONSTRUCTION OPERATIONS

- a. If an obstruction is encountered during installation to stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in place and filled completely with grout.
- b. Bored or jacked installations shall have a bored hole essentially the same as the outside diameter of the pipe plus the thickness of the protective coating. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than approximately 1 inch, grouting or other methods approved by NJ TRANSIT shall be employed to fill such voids.
- c. Pressure grouting of the soils or freezing of the soils before jacking, boring, or tunneling may be required at the discretion of NJ TRANSIT to stabilize the soils, control ground water, prevent loss of material and prevent settlement or displacement of embankment. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization.
- d. The material to be used and the method of injection shall be prepared by a Registered Professional Engineer licensed in the State of New Jersey, or by an experienced and qualified company specializing in this work and submitted for approval to NJ TRANSIT before the start of work. Proof of experience and competency shall accompany the submission. Material Safety Data documentation shall be provided for all materials.
- e. When the presence of surface, ground and/or artesian water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site by the contractor, and upon approval of NJ TRANSIT, the contractor shall operate them. Pumps in operation shall be constantly attended on a 24-hour basis, until, in the sole judgment of NJ TRANSIT, the operation can be safely halted. When dewatering, close observation by optical survey, or other instrumentation as required, to verify the adequacy of work, shall be maintained to detect any settlement or displacement of railroad embankment, tracks and facilities. A detailed plan of water control for work including instrumentation shall be submitted by the Applicant for approval by NJ TRANSIT.
- f. All construction operations shall be conducted so as not to interfere with, interrupt, or endanger the operation of trains nor damage, destroy, or endanger the integrity of railroad facilities. All work on and near NJ TRANSIT property shall be conducted in accordance with NJ TRANSIT safety rules and regulations. The contractor shall secure and comply with the NJ TRANSIT safety rules and shall give written acknowledgment to the NJ TRANSIT that they have been received, read, and understood by the contractor and his employees. Construction operations will be subject to NJ TRANSIT inspection at any and all times.

- g. All cranes, lifts, or other equipment that will be operated in the vicinity of the Railroad's electrification and power transmission facilities shall be operated and electrically grounded as directed by NJ TRANSIT and shall comply with OSHA Safety and Health Standards, Page 175, Subpart N1926.950. OSHA 2207, Revised 1983, or as provided by the High Voltage Proximity Act (see attached GENERAL REQUIREMENTS FOR WORKING WITHIN THE RIGHT OF WAY).
- h. At all times when the work is being progressed, a field supervisor for the work with no less than 12 months experience in the operation of the equipment being used shall be present. If boring, drilling, or similar machines are being used, the machine operator also shall have no less than 12 months experience in the operation of the equipment being used.
- i. Blasting will not be permitted under or on NJ TRANSIT's Right-of-Way.
- j. Whenever equipment or personnel are working, or could fall into an area closer than 18 feet to the centerline of an adjacent track, that shall be considered as obstructing that track. Insofar as possible, all operations shall be conducted no less than this distance. Operations closer than 18 feet to the centerline of a track shall be conducted only with the permission of and as directed by, a duly qualified NJ TRANSIT flagman employee present at the worksite. Special arrangements must be made at least two (2) weeks in advance of the work, where fouling of track or structures is required for access. These operations require the prior approval of NJ TRANSIT.
- k. Crossing of tracks at grade by equipment and personnel is prohibited, except by prior arrangement with, and as directed by NJ TRANSIT.

I. Support of Excavation Adjacent to Track

1. Launching and Receiving Pits
  - a). The location and dimensions of all pits or excavations shall be shown on the plans. The distance from centerline of adjacent track to face of pit or excavation shall be clearly labeled. The elevation of the bottom of the pit or excavation must be shown on the profile.
  - b). The face of all pits shall be located an minimum of 25 feet from centerline of adjacent track, measured at right angles to track, unless otherwise approved by NJ TRANSIT.
  - c). If the bottom of the pit excavation intersects the theoretical railroad embankment line (see Section D), interlocking steel sheet piling, driven prior to excavation, must be used to protect the track stability. The use of trench boxes or similar devices is not acceptable in this area.

- d). Design plans and computations for the pits, sealed by a Professional Engineer licensed in New Jersey, must be submitted by the Applicant at the time of application or by the contractor prior to the start of construction. If the pit design is to be submitted by the contractor, the project specification must require the contractor to obtain NJ TRANSIT's approval prior to beginning any work on or which may affect NJ TRANSIT's property.
- e). The sheeting shall be designed to support all lateral forces caused by the earth, railroad and other surcharge loads.
- f). After construction and backfilling, all sheet piling that is not removed within 10 feet of centerline of adjacent track must be cut off a minimum of 60 inches below final grade and left in place.
- g). All excavated areas are to be illuminated (flashing warning lights not permitted), fenced and otherwise protected as directed by NJ TRANSIT.

#### 4. SUPPORT OF TRACKS

- a. When the jacking, drilling, tunneling or boring method of installation is used, and depending upon the size and location of the crossings, temporary track supporting structures shall be installed. These temporary structures may be deleted or removed only with the approval of NJ TRANSIT.
- b. The type of temporary track supporting structures to be installed shall be approved by NJ TRANSIT. Costs of labor, materials and equipment for installation of the supports and their removal shall be paid by the Applicant.
- c. Unless otherwise agreed, all work involving rail, ties and other track material will be performed by NJ TRANSIT. The Applicant shall reimburse NJ TRANSIT for all costs associated with the installation and removal of track supports.
- d. When excavation for a pipeline or other structure will be within the theoretical railroad embankment line (see Section D) of an adjacent track, interlocking steel sheet piling will be required to protect the track.

#### 5. PIPELINES ON BRIDGES

- a. Only in special cases may pipelines be installed on bridges for which NJ TRANSIT has responsibility. In general, this applies to most bridges over NJ TRANSIT tracks or bridges carrying NJ TRANSIT tracks.
- b. In such special cases, when it can be demonstrated to NJ TRANSIT's satisfaction that such an installation is necessary and that no practicable alternative is available, NJ TRANSIT may permit the installation and only by special design approved by NJ TRANSIT.

- c. Pipelines on bridges shall be so located to minimize the possibility of damage from vehicles, railroad equipment, vandalism and other external causes. They shall be encased in a casing pipe as directed by NJ TRANSIT.
- d. An Occupancy Permit is required in accordance with the General Requirements of Section A.

## 6. BONDING AND GROUNDING OF PIPELINES IN ELECTRIFIED TERRITORY

- a. Carrier pipe shall be enclosed in a metal casing that is isolated from carrier pipe by approved insulators having a dielectric value of not less than 25 kv that provide an air gap between carrier pipe and casing to meet or exceed ANSI, NESC or other governing Standards.
- b. Carrier pipe supporting hangers, mountings or cradles shall provide an insulation value of not less than 25 kv that provide an air gap between carrier pipe and casing that will meet or exceed ANSI, NESC or other governing Standards.
- c. Casing shall be bonded to NJ TRANSIT's return conductor at each end through bridge steel or direct when bridge members are of non-conductive material conforming to NJ TRANSIT Standards.
- d. The casing and installation equipment shall be bonded and grounded to an earth ground of not more than 25 ohms resistance to ground for construction. Adequacy of the ground shall be monitored by the applicant.

## 7. DRAINAGE

- a. Occupancies shall be designed and their construction shall be accomplished so that adequate and uninterrupted drainage of NJ TRANSIT Right-of-Way is maintained. If in the course of construction it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage as approved by NJ TRANSIT. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
- b. Where disturbance of the ground may result in contamination of the ballast or this contamination occurs as result of a wash out, the Applicant shall be responsible for costs to restore the track and structure. Temporary soil erosion measures for protecting the track shall be submitted as part of the construction plan and approved by NJ TRANSIT. Under no circumstances should additional flow be routed onto NJ Transit Right of Way, either during construction or upon project completion.

## 8. INSPECTION AND TESTING REQUIREMENTS FOR HAZARDOUS MATERIALS

- a. For pipelines carrying flammable or hazardous materials, ANSI Codes B31.8 and B31.4, current at time of constructing the pipeline shall govern the inspection and testing of the facility on NJ TRANSIT property except that proof-testing of strength of carrier pipe shall be in accordance with the requirements of ANSI Codes B 31.8 for location Classes 2, 3, or 4 ANSI Code B 31.4 as applicable for all pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable substances.

## D. PUBLICATION STANDARDS

AWS	American Welding Society, Inc. 550 NW 42 <sup>nd</sup> Avenue Miami, FL 33126-0567
ANSI	American National Standards Institute, Inc. 11 West 42 <sup>nd</sup> Street New York, NY 10036
ASTM	American Society for Testing and Material 100 Bar Harbor Drive West Conshohocken, PA 19428-2959
AREMA	American Railway Engineering and Maintenance-of-Way Association 8201 Corporate Drive, Suite 1125 Landover, MD 20785
AWWA	American Water Works Association, Inc. 1401 New York Avenue N.W., Suite 640 Washington, DC 20005
OSHA	Occupational, Safety and Health Administration Superintendent of Documents U.S. Printing Office Washington, DC 20402
NACE	Nation Association of Corrosion Engineers P.O. Box 201009 Houston, TX 77216-1009

Note: If other than American Railway Engineering and Maintenance-of-Way Association (AREMA), American Society for Testing and Materials (ASTM), and American National Standards (ANSI) specifications are referred to for design materials or workmanship on the plans and specifications for the work, then copies of the applicable sections of such other specifications shall accompany the plans and specifications for the work.

**E. DRAWING STANDARDS**

- SHEET 1      TYPICAL PLAN VIEW INFORMATION
- SHEET 2      TYPICAL INFORMATION TO BE SHOWN ON PROFILE SECTIONS
- SHEET 3      TYPICAL INFORMATION TO BE SHOWN ON SECTION AND PROFILE DRAWINGS
- SHEET 4      PIPELINE IN ROADWAY UNDER RAILROAD BRIDGE
- SHEET 5      DETAILS FOR OVER RAILROAD BRIDGE
- SHEET 6      PIPE CROSSING DATA SHEET

**PLAN**

SCALE:

**NOTES:**

1. IF MANHOLES ARE PLACED ON NJ TRANSIT PROPERTY, DETAILS OF SAME, WITH CLEARANCES TO NEAR RAILS ARE TO BE SHOWN ON THE DRAWINGS.
2. IF THE PROPOSED PIPE IS TO SERVE A NEW DEVELOPMENT, A MAP SHOWING THE AREA IN RELATION TO ESTABLISHED AREAS AND ROADS IS TO BE SUBMITTED WITH THE REQUEST.
3. IF THE PROPOSED PIPE IS NOT WHOLLY WITHIN HIGHWAY LIMITS, A REASONABLE CONTINUATION OF THE PIPE SHOULD BE SHOWN.
4. SCALE OF DRAWING TO BE SHOWN.
5. BURIED COMMUNICATION AND SIGNAL LINES MAY BE PRESENT. OTHER UTILITIES MAY ALSO BE ENCOUNTERED. PERMITTEE MUST VERIFY PRESENCE AND LOCATION OF ANY SUB SURFACE LINE PRIOR TO STARTING CONSTRUCTION.
6. PROVIDE DIMENSIONS WHERE INDICATED, INCLUDING ANGLE OF CROSSING.

**SHOW NORTH ARROW (TRUE LOCATION)**

**VENT AND SIGN**

**NJT R.O.W.**

**TRACK NO. TO: MILEPOST OR TOWN**

**VENT AND SIGN**

**NJT R.O.W.**

**PROPOSED PIPE**

**SHOW DISTANCE FROM PIPE TO FIRST POLE ON EITHER SIDE**

**LIMIT OF HIGHWAY**

**NAME OF HIGHWAY**

**LIMIT OF HIGHWAY**

**6 TRACKS**

**TRACK NO. TO: MILEPOST OR TOWN**

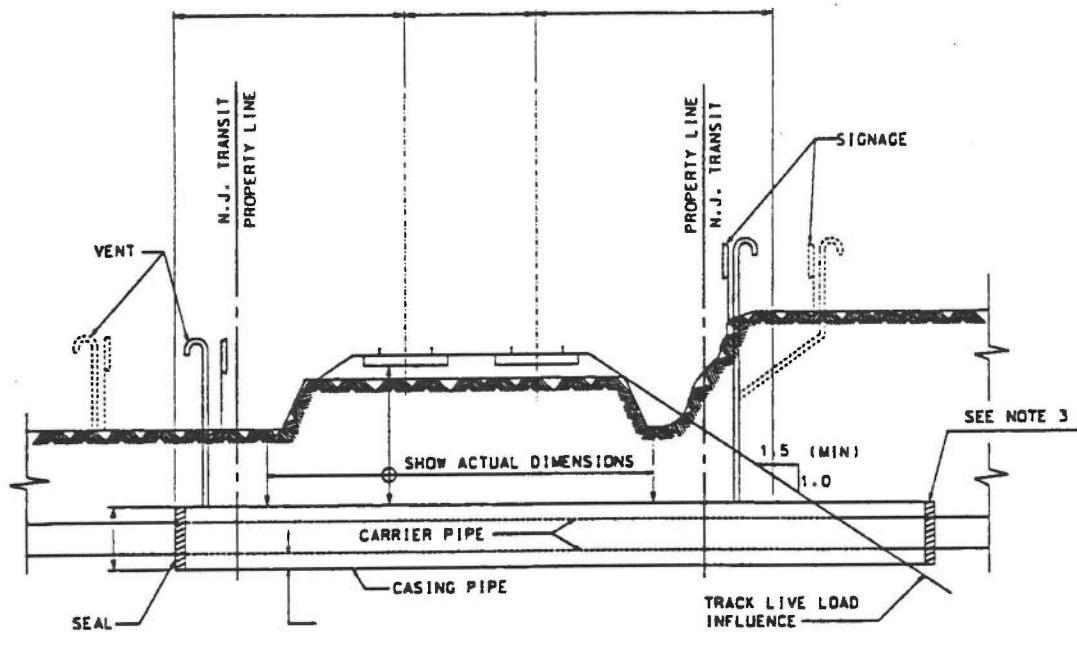
**NJT R.O.W.**

**RAILROAD COMMUNICATION OR SIGNAL POLE LINE.**

**DISTANCE FROM CENTERLINE OF PIPE TO NEAREST PERMANENT RAILROAD MILEPOST, BRIDGE, OR STRUCTURE CROSSING.**

**NOTE:**  
ABOVE INFORMATION TO BE SHOWN ON PROFILE OR SECTION DRAWING AS WELL.

<b>N TRANSIT</b> MAIL OPERATIONS ONE PINE PLAZA EAST NEWARK, NJ 07102	INFRASTRUCTURE ENGINEERING OFFICE OF CHIEF ENGINEER STRUCTURES	SPECIFICATIONS FOR PIPELINE OCCUPANCY OF N.J. TRANSIT PROPERTY	EP2 SPECIFICATIONS	SHEET 1 of 6
			TYPICAL PLAN VIEW INFORMATION	

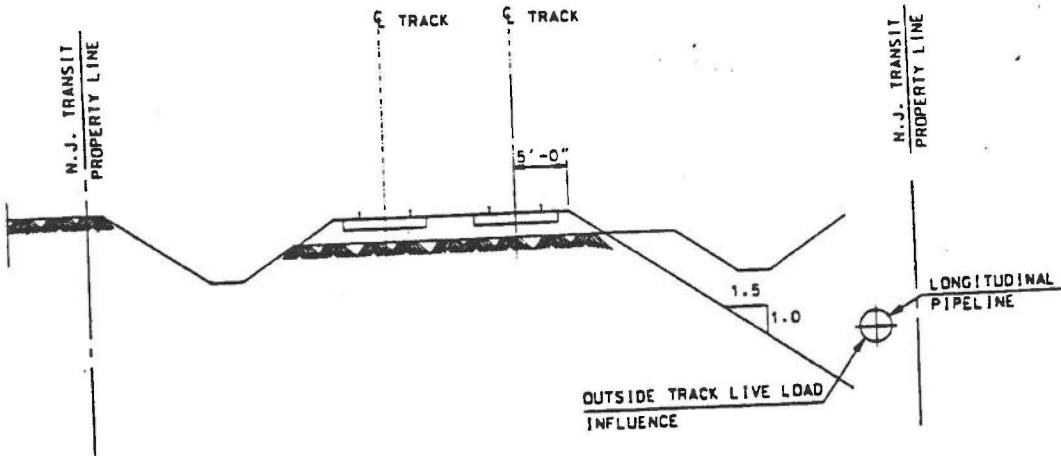
SECTION

SCALE:

## NOTES:

1. ABOVE INFORMATION AND DIMENSIONS TO BE SHOWN ON PROFILE SECTION DRAWING.
2. VENTS IF REQUIRED.
3. END OF CASING PIPE MAY OR MAY NOT BE OUTSIDE THE N.J. TRANSIT PROPERTY LINE, BUT MUST BE OUTSIDE THE TRACK LIVE LOAD INFLUENCE.

NJ TRANSIT MAIL OPERATIONS ONE PLAZA EAST NEWARK, NJ 07102-0001	INFRASTRUCTURE ENGINEERING OFFICE OF CHIEF ENGINEER STRUCTURES	SPECIFICATIONS FOR PIPELINE OCCUPANCY OF N.J. TRANSIT PROPERTY	EP2 SPECIFICATIONS TYPICAL INFORMATION TO BE SHOWN ON PROFILE SECTIONS	SHEET 2 of 6
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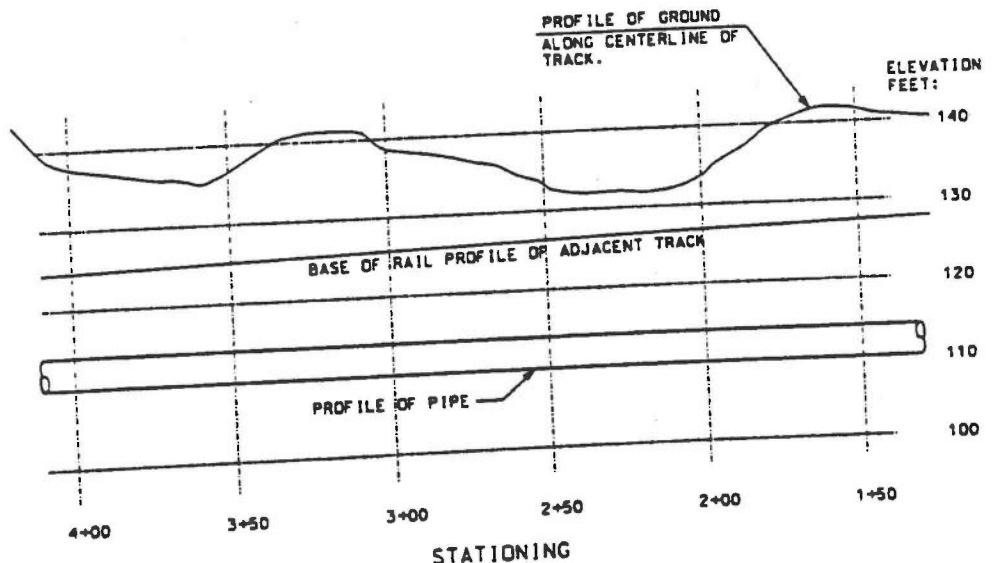


SECTION

SCALE:

NOTE:

ALL INFORMATION TO BE SHOWN TYPICALLY  
ON ALL CROSS SECTION AND PROFILE DRAWINGS.



PROFILE

SCALE: VERT.  
HORIZ.

NOTE:

ELEVATIONS ARE BASED ON NGVD 1929. i.e:  
ELEVATION 0.0 FT. EQUALS MEAN SEA LEVEL  
AT SANDY HOOK N.J.

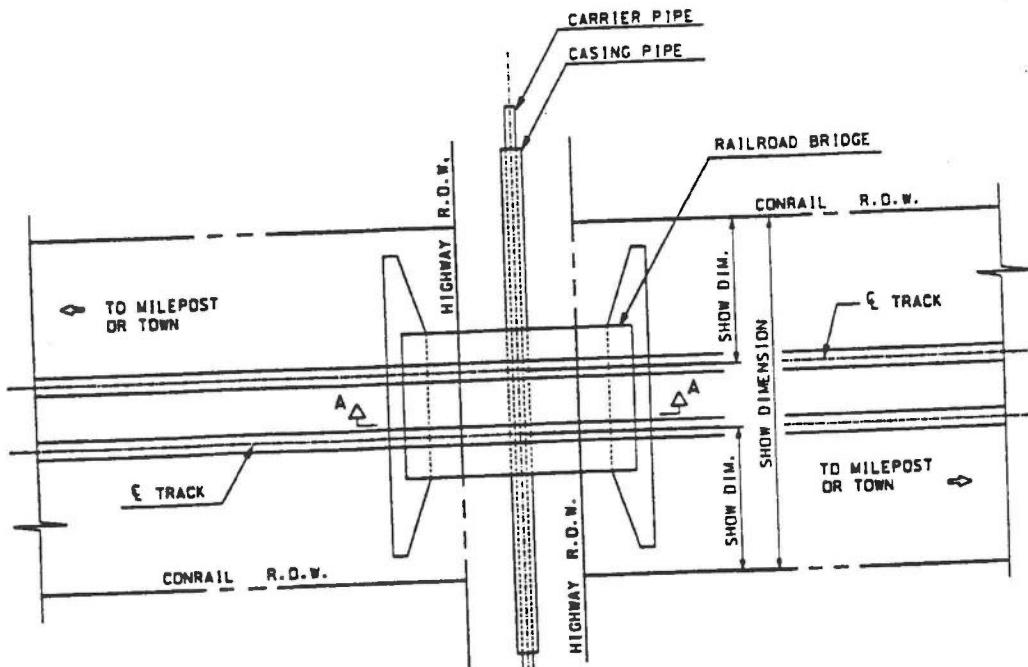


INFRASTRUCTURE ENGINEERING  
OFFICE OF CHIEF ENGINEER  
STRUCTURES

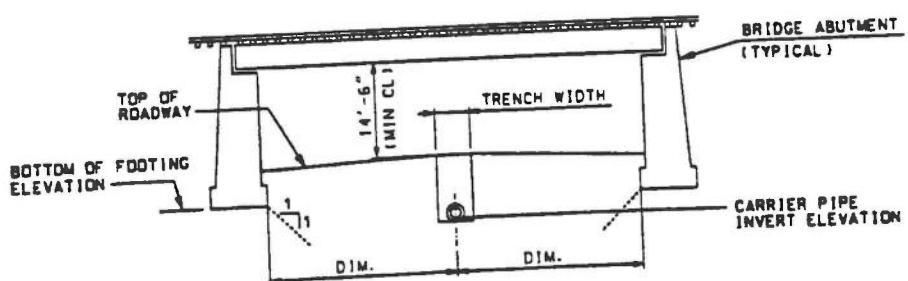
SPECIFICATIONS  
FOR  
PIPELINE OCCUPANCY  
OF  
N.J. TRANSIT PROPERTY

EP2 SPECIFICATIONS  
TYPICAL INFORMATION  
TO BE SHOWN ON SECTION  
AND PROFILE DRAWINGS

SHEET  
3 of 6



PLAN  
SCALE:



NOTE:

PIPE OR EXCAVATION MUST NOT  
BE WITHIN THE 1 TO 1 SLOPE LINE  
THAT EXTENDS FROM BOTTOM OF  
FOOTING.

SECTION A-A  
SCALE:

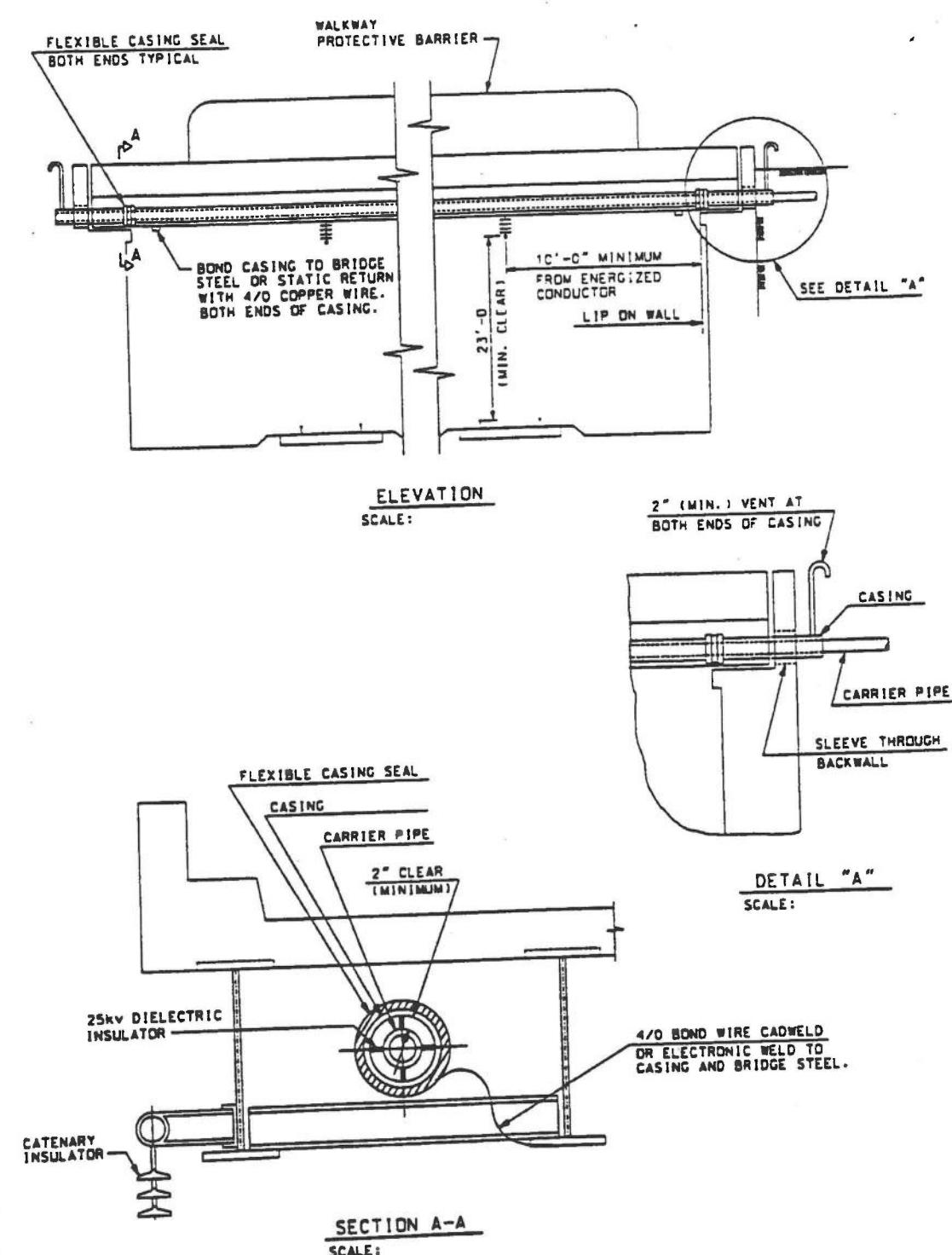


INFRASTRUCTURE ENGINEERING  
OFFICE OF CHIEF ENGINEER  
STRUCTURES

SPECIFICATIONS  
FOR  
PIPELINE OCCUPANCY  
OF  
N.J. TRANSIT PROPERTY

EP2 SPECIFICATIONS  
PIPELINE IN ROADWAY  
UNDER RAILROAD BRIDGE

SHEET  
4 of 6

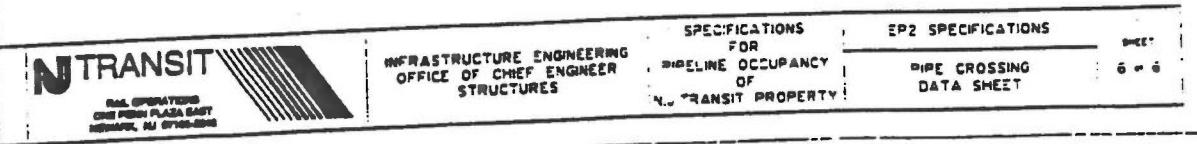


## PIPE CROSSING DATA SHEET

In addition to plan and profile of crossing, drawings submitted for NJ TRANSIT approval shall contain the following information:

	<u>Carrier Pipe</u>	<u>Casing Pipe</u>
Contents to be handled	_____	_____
Normal operating pressure	_____	_____
Nominal size of pipe	_____	_____
Outside Diameter	_____	_____
Inside Diameter	_____	_____
Wall Thickness	_____	_____
Weight per Foot	_____	_____
Material	_____	_____
Process of Manufacture	_____	_____
Specification	_____	_____
Grade or Class	_____	_____
Test Pressure	_____	_____
Type of Joint	_____	_____
Type of Coating	_____	_____
Details of Cathodic Protection	_____	_____
Details of Seal or Protection at Ends of Casing	_____	_____
Method of Installation	_____	_____
Character of Subsurface	_____	
Material at the Crossing Location	_____	(Unified Soil Class)
Approximate Elevation of Ground Water Level	_____	Feet (Datum=NGVD 1929)
Source of Information on Subsurface Conditions (Boring, Test Pits or Other)	_____	

NOTE: Any soil investigation made on railroad property or adjacent to tracks shall be carried on under the supervision of NJ TRANSIT.





**ENGINEERING DATA REQUIRED**  
**FOR ERECTION, DEMOLITION OR OTHER**  
**HOISTING OPERATIONS**  
**OVER NJ TRANSIT RAIL OPERATIONS**



**Michael Gaspartich**

**Deputy General Manager**

**For Infrastructure Engineering**

**November 2012**

**ENGINEERING DATA REQUIRED FOR ERECTION, DEMOLITION OR OTHER  
HOISTING OPERATIONS OVER NJ TRANSIT RAIL OPERATIONS**

1. A detailed plan must be submitted and approved by NJ TRANSIT, showing locations of cranes or hoisting devices (both horizontally and vertically), operating radii, and delivery or disposal locations. The location of all tracks and other railroad facilities should also be clearly shown on the submission (with distance and dimension information).
2. Crane rating sheets are to be provided showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
3. Plans and computations are to be included with the submission showing weight of pick including safety factors, what work is being performed over NJ TRANSIT facilities. Also, general plans of the existing and proposed facilities, showing complete and sufficient details with supporting data for the demolition or erection of the structure.
4. A location plan showing all physical limitations, restrictions or obstructions such as wires, poles, adjacent structures, etc., showing that the proposed swings are possible.
5. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connection equipment. Include copies of a catalog or information sheets of specialized equipment being used. All spreaders must be designed and certified to load carrying capacity.
6. A complete lifting procedure is to be included, indicating the order of lifts and any repositioning of the crane or cranes.
7. Temporary support of any components or intermediate stages is to be shown. All temporary supports are to be designed to current AREMA Specifications.
8. A time schedule of various stages must be provided as well as a schedule for the entire lifting procedure.
9. All bridge erection or demolition procedures submitted will be signed and sealed by a registered professional engineer licensed in the State of New Jersey.
10. At least six (6) copies of the plan should be sent to the appropriate project coordinator at NJ TRANSIT Rail Operations, One Penn Plaza East, Newark, New Jersey 07105-2246.
11. The contractor is to be advised that they can expect a minimum thirty (30) day review period for this and any other shop drawing submissions.

12. The contractor must be fully aware of safety around hoisting equipment. To reduce the risk of injury and dangers when working around hoisting equipment, contractors must:

- A. Conduct a safety brief all workers of any craft who will be working in the location of the hoisting equipment. Only one employee who is qualified shall be designated to give proper hand signals.
- B. Notify all persons in the work area of an impending lift and ensure they stay clear of hoisting equipment and load. Employees may resume work after the lift is completed.
- C. Maintain situational awareness. The work environment changes constantly.
- D. Ensure that Employee providing signals maintains eye contact with the operator. Proper "non-verbal communication" is important, especially in a noisy environment. Signal the operator only when the nature of the lift is understood and the area around the hoisting equipment and the load is clear.
- E. Operate hoisting equipment only when it is absolutely sure that no person is in a position where he/she is likely to be caught by any part of the load or equipment.
- F. Not extend boom or carry the load over any person.
- G. Ensure that all persons stay clear of the boom, the swing of the cab, load, bucket or magnet being handled by the hoisting equipment.



# GUIDELINES FOR TEMPORARY SHORING

## NJ TRANSIT RAIL OPERATIONS



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## GUIDELINES FOR TEMPORARY SHORING

### 1. SCOPE

The scope of these guidelines is to inform public agencies, design engineers, contractors and inspectors of current Railroad standards and requirements concerning design and construction of temporary shoring.

1. The term **Railroad** refers to New Jersey TRANSIT Rail Operations (NJTRO). The term **Contractor** is defined as any party gaining access to work on Railroad right-of-way or other Railroad operating locations.
2. These guidelines are provided as a reference and may not be taken as authority to construct without prior review and written approval of the Railroad. These guidelines supersede all previous guidelines for temporary shoring and are subject to revision without notice.
3. These guidelines supplement the current, American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual of Recommended Practice. The 2002 AREMA Manual was utilized in developing this guideline. The AREMA Manual is available from:

American Railway Engineering and Maintenance-of-Way Association  
8201 Corporate Drive, Suite 1125  
Landover, MD 20785-2230  
Phone: (301) 459-3200  
FAX: (301) 459-8077  
[www.arema.org](http://www.arema.org)

4. The specific requirements for temporary shoring addressed in this document shall be followed for all locations where the Railroad operates, regardless of track ownership.
5. Any items not covered specifically herein shall be in accordance with the AREMA Manual and subject to the review and approval of the Railroad. Where conflicts exist, the most stringent specification will govern.
6. All excavations shall also be governed by Railroad requirements, Federal, State and Local laws, rules, and regulations concerning construction safety.
7. Safe rail operations shall be required for the duration of the project. All personnel, railroad tracks and property shall be protected at all times.
8. To expedite the review process of the temporary shoring plans, drawings submitted by the Contractors are required to adhere to the project specifications, AREMA and other Railroad requirements.

## 2. GENERAL CRITERIA

The Contractor must not begin construction of any component of the shoring system affecting the Railroad right-of-way until written Railroad approval has been received.

1. All excavations shall be in compliance with applicable OSHA regulations and shall be shored where there is any danger to tracks, structures or personnel regardless of depth.
2. The Contractor is responsible for planning and executing all procedures necessary to construct, maintain and remove the temporary shoring system in a safe and controlled manner.
3. Emergency Railroad phone numbers are to be obtained from the Railroad representative in charge of the project prior to the start of any work and shall be posted at the job site.
4. The Contractor must obtain a valid right of entry permit from the Railroad and comply with all Railroad requirements when working on Railroad property.
5. The Contractor is required to meet minimum safety standards as defined by the Railroad.
6. All temporary shoring systems that support or impact the Railroad's tracks or operations shall be designed and constructed to provide safe and adequate rigidity.
7. The Railroad requirements, construction submittal review times and review criteria should be discussed at the pre-construction meeting with the Contractor.
8. A flagman is required when any work is performed within the railroad right-of-way. If the Railroad provides flagging or other services, the Contractor shall not be relieved of any responsibilities or liabilities as set forth in any document authorizing the work. No work is allowed within 25 feet of track centerline when a train passes the work site and all personnel must clear the area within 18 feet of track centerline and secure all equipment when trains are present.
9. All Contractor personnel within the railroad right-of-way shall attend the Railroad's safety orientation class which will be provided by NJ TRANSIT. The Contractor's personnel may be required to travel to offices in Newark at 703 Ferry Street, or some other location convenient to the Railroad and remote from the site, for administration of this class. Each trained employee shall be issued a training qualification identification card. The employee must display the qualification card when working within the Railroad's right-of-way. Contractor shall comply with the Railroad's safety requirements throughout the entire construction period..
10. In addition to contacting NJ-one-call, the Contractor must contact the railroad to obtain a markout to show the approximate locations of their buried Signal, Electrical, Communication, Water and other buried lines. Once this markout is obtained the Contractor might be required to hand dig exploratory trenches, three

(3) feet deep and fifteen (15) inches wide in the form of an "H" with the outside dimensioned matching the sheeting dimensions, prior to placing and driving the sheeting, in areas where railroad underground utilities are known to exist. These trenches are for exploratory purposes only and are to be backfilled and compacted immediately. This work must be done in the presence of a railroad inspector or as directed by the NJ TRANSIT project manager.

11. Relocation of utilities or communication lines not owned by the Railroad shall be coordinated with the utility owners. The utility relocation plans must then be submitted to the Railroad for approval. The shoring plans must include the correct contact for the Railroad, State or Local utility locating service provider. The Railroad will not be responsible for cost associated with any utility, signal, or communication line relocation or adjustments.

### 3. CONTRACTOR RESPONSIBILITIES

The Contractor shall be solely responsible for the design, construction and performance of the temporary structure. (AREMA 8.28.1.3)

1. The Contractor's work shall in no way impede the train operations of the Railroad.
2. Absolute use of the track might be required while driving sheeting adjacent to a track. The track outages will be required if deemed necessary by NJ TRANSIT.
3. The Contractor shall comply with all State and Federal Laws, county or municipal ordinances and regulations which in any manner affect the work.
4. All removed soils will become the responsibility of the Contractor and shall be disposed of outside the Railroad right-of-way according to the applicable Federal, State and Local regulations.
5. The Contractor is responsible to protect the Railroad ballast and subballast from contamination.
6. The Contractor must monitor and record top of rail elevations and track alignment for the duration of the project. These measurements are to be taken in accordance with **Figure No. 1** entitled **Survey Monitoring Procedures**. The movement shall be within the limits defined in **Table 1, Deflection Criteria** in Section 7 entitled "COMPUTATION OF APPLIED FORCES". Displacements exceeding the limits defined in **Table 1** must be immediately reported to the Railroad. All work on the project must stop and the Railroad may take any action necessary to ensure safe passage of trains. The Contractor must immediately submit a corrective action plan to the Railroad for review and approval. The Railroad must review and approve the proposed repair procedure. The repair must be inspected by the Railroad before the track can be placed back in service.
7. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damage must be reported immediately to the Railroad representative in charge of the project.

#### 4. INFORMATION REQUIRED

Plans and calculations shall be submitted, signed and stamped by a Registered Professional Engineer familiar with Railroad loadings and who is licensed in the state where the shoring system is intended for use. Shoring design plans and calculations shall be in English units. Information shall be assembled concerning right-of-way boundary, clearances, proposed grades of tracks and roads, and all other factors that may influence the controlling dimensions of the proposed shoring system.

1. Field Survey.

Sufficient information shall be shown on the plans in the form of profiles, cross sections and topographical maps to determine general design and structural requirements. Field survey information of critical or key dimensions shall be referenced to the centerline of track(s) and top of rail elevations. Existing and proposed grades and alignment of tracks and roads shall be indicated together with a record of controlling elevation of water surfaces or ground water. Show the location of existing/proposed utilities and construction history of the area which might hamper proper installation of the piling, soldier beams, or ground anchors.

2. Geotechnical Report shall provide:

- a. Elevation and location of soil boring in reference to the track(s) centerline and top of rail elevations.
- b. Classification of all soils encountered.
- c. Internal angle of soil friction.
- d. Dry and wet unit weights of soil.
- e. Active and passive soil coefficients, pressure diagram for multiple soil strata.
- f. Bearing capacity and unconfined compression strength of soil.
- g. Backfill and compaction recommendations.
- h. Optimum moisture content of fill material.
- i. Maximum density of fill material.
- j. Minimum recommended factor of safety.
- k. Water table elevation on both sides of the shoring system.
- l. Dewatering wells and proposed flownets or zones of influence.
- m. In seismic areas, evaluation of liquefaction potential of various soil strata.

3. Loads.

All design criteria, temporary and permanent loading must be clearly stated in the design calculations and on the contract and record plans. Temporary loads include, but are not limited to: construction equipment, construction materials and lower water levels adjoining the bulkhead causing unbalanced hydrostatic pressure. Permanent loads include, but are not limited to: future grading and paving, Railroads or highways, structures, material storage piles, snow and earthquake. The allowable live load after construction should be clearly shown in the plans and painted on the pavements behind the bulkheads or shown on signs at the site and also recorded on the record plans. Some of the loads are:

- a. Live load pressure due to E80 loading for track parallel to shoring system.
- b. Live load pressure due to E80 loading for track at right angle to shoring system.

- c. Other live loads.
- d. Active earth pressure due to soil.
- e. Passive earth pressure due to soil.
- f. Active earth pressure due to surcharge loads.
- g. Active pressure due to sloped embankment.
- h. Dead load.
- i. Buoyancy.
- j. Longitudinal force from live load.
- k. Centrifugal forces.
- l. Shrinkage.
- m. Temperature.
- n. Earthquake.
- o. Stream flow pressure.
- p. Ice pressure.

4. Drainage. (AREMA 8.20.2.4)

- a. The drainage pattern of the site before and after construction should be analyzed and adequate drainage provisions should be incorporated into the plans and specifications. Consideration should be given to groundwater as well as surface drainage.
- b. Drainage provisions for backfill should be compatible with the assumed water conditions in design.

5. Structural design calculations.

- a. List all assumptions used to design the temporary shoring system.
- b. Determine E80 live load lateral pressure using the Boussinesq strip load equation. See **Figure 2** which illustrates “**LIVE LOAD PRESSURE DUE TO COOPER E80**”.
- c. Computerized calculations and programs must clearly indicate the input and output data. List all equations used in determining the output.
- d. Example calculations with values must be provided to support computerized output and match the calculated computer result.
- e. Provide a simple free body diagram showing all controlling dimensions and applied loads on the temporary shoring system.
- f. Calculated lateral deflections of the shoring and effects to the rail system must be included. See section 8, Part 6. Include the elastic deflection of the wall as well as the deflection due to the passive deflection of the resisting soil mass.
- g. Documents and manufacturer's recommendations which support the design assumptions must be included with the calculations.

## 5. TYPES OF TEMPORARY SHORING

1. A shoring box is a prefabricated shoring system which is installed as the excavation progresses. This shoring system is not accepted by the Railroad. This system is allowed in special applications only, typically where Railroad live load surcharge is not present. The shoring box is moved down into the excavation by gravity or by applying vertical loading from excavation equipment.
2. Anchored systems with tiebacks are discouraged. The tiebacks will be an obstruction to future utility installations and may also damage existing utilities. Tiebacks must be removed per Railroad direction. Removal of tieback assemblies is problematic.
3. An anchored sheet pile wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded and the tensile resistance of the anchors.
  - a. For purposes of these guidelines, ground anchors shall be cement-grouted tiebacks designed, furnished, installed, tested and stressed in accordance with the project specifications and AREMA requirements.
4. An anchored soldier beam with lagging wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the soldier beam is embedded and from the tensile resistance of the ground anchors.
  - a. Anchored soldier beam with lagging walls are generally designed as flexible structures which have sufficient lateral movement to mobilize active earth pressures and a portion of the passive pressure.
  - b. For purposes of these specifications, soldier beams include steel H-piles, wide flange sections or other fabricated sections that are driven or set in drilled holes. Lagging refers to the members spanning between soldier beams. The use of wood lagging or contact sheeting is prohibited. The use of soldier piles and lagging will be subject to approval of the Chief Engineer – Structures on a case by case basis.
5. A cantilever sheet pile wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded. If cantilever sheet pile is used for shoring adjacent to an operating track, the shoring system shall be at least 12'-0" away from the centerline of track. Cantilever sheet pile walls shall be used only in granular soils or stiff clays.
6. A cantilever soldier beam with lagging wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the soldier beam is embedded.
7. A braced excavation is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the vertical members are embedded and from the structural capacity of the bracing members.
  - a. For purposes of these guidelines, the vertical members of the braced excavation system include steel sheet piling or soldier beams comprised of steel H-piles, wide flange sections, or other fabricated sections that are driven or installed in drilled holes. Wales are horizontal structural members

designed to transfer lateral loads from the vertical members to the struts. Struts are structural compression members that support the lateral loads from the wales.

8. A cofferdam is an enclosed temporary structure used to keep water and soil out of an excavation for a permanent structure such as a bridge pier or abutment or similar structure. Cofferdams may be constructed of timber, steel, concrete or a combination of these. These guidelines consider cofferdams primarily constructed with steel sheet piles.

## 6. GENERAL SHORING REQUIREMENTS

For general shoring requirements and specific applications of the following items refer to Figure 3 on the next page which “**GENERAL SHORING REQUIREMENTS**”.

1. No excavation shall be permitted closer than 8-6” measured at a right angle from the centerline of track to the trackside of shoring system. If existing conditions preclude the installation of shoring at the required minimum distance, the shifting of tracks or temporary removal of tracks shall be investigated prior to any approval. All costs associated with track shifting or traffic interruption shall be at Contractor’s expense.
2. Evaluate slope and stability conditions to ensure the Railroad embankment will not be adversely affected. Local and global stability conditions must also be evaluated.
3. All shoring within the limits of Zone A or Zone B must be placed prior to the start of excavation
4. Lateral clearances must provide sufficient space for construction of the required ditches parallel to the standard roadbed section. The size of ditches will vary depending upon the flow and terrain and should be designed accordingly.
5. The shoring system must be designed to support the theoretical embankment shown for zones A and B.
6. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
7. The most stringent project specifications of OSHA, FRA, AREMA, NJTRO or other governmental agencies shall be used.
8. Secondhand material is not acceptable unless the Engineer of Record submits a full inspection report which verifies the material properties and condition of the secondhand material. The report must be signed and sealed by the Engineer of Record.

9. Sheet piling shall be cut off at the top of the tie during construction and, after construction and backfilling have been completed piling with ten (10) feet from centerline of track or when the bottom of excavation is below a line extending at 1:1 slope from end of the to a point of intersection with sheeting shall be cut off eighteen (18) inches below existing ground line and left in place. All voids must be filled and drainage facilities restored. See compaction requirements section 9, Part 4
- 10 Slurry type materials are not acceptable as fill for soldier piles in drilled holes. Concrete and flowable backfill may prevent removal of the shoring system. Use compacted peagravel material.

## 7. COMPUTATION OF APPLIED FORCES

1. Railroad live load and lateral forces.
  - a. For specific applications of the Coopers E80 live load refer to **Figure 2** on the next page which "LIVE LOAD PRESSURE DUE TO COOPER E80".
2. Dead load.
  - a. Spoil pile: must be included assuming a minimum height of two feet of soil adjacent to the excavation.
  - b. Track: use 200 lbs/linear ft for rails, inside guardrails and fasteners.
  - c. Roadbed: ballast, including track ties, use 120 lb per cubic foot.
3. Active earth pressure.
  - a. The active earth pressure due to the soil may be computed by the Coulomb Theory or other approved method.
  - b. The active earth pressure at depth "z<sub>a</sub>" is:
 
$$P_A = K_A \gamma z_a^2, \text{ where } K_A = \tan^2(45 - \phi/2)$$

z<sub>a</sub> = depth of soil influencing the active pressure.
4. Active earth pressure due to unbalanced water pressure.
  - a. When bulkheads are used for waterfront construction, the bulkhead is subjected to a maximum earth pressure at the low water stage. During a rainstorm or a rapidly receding high water, the water level behind the bulkhead may be several feet higher than in front of the bulkhead.
  - b. Drained conditions in backfill apply when clean sand or clean sand and gravel are used and adequate permanent drainage outlets are provided. Where drained conditions exist, the design water level may be assumed at the drainage outlet elevation.

5. Active earth pressure due to surcharge load.

The active earth pressure due to surcharge load  $q'$ :

$$P_u = K_A q', \text{ where } K_A = \tan^2(45 - \phi/2)$$

6. Passive earth pressure.

The passive earth pressure,  $P_p$ , in front of the bulkhead may also be computed by the Coulomb Theory.

$$P_p = K_p y z_p, \text{ where } K_p = \tan^2(45 + \phi/2)$$

$z_p$  = vertical distance beginning one foot below dredge line but not to exceed embedment depth

7. Pressure due to embankment surcharges.

Conventional analysis (Rankine, Coulomb, or Log-Spiral) should be used to determine the additional surcharge from embankment slopes.

8. Additional analysis for centrifugal force calculations as described in **AREMA Chapter 15, Part 1, Section 1.3, Article 1.3.6 Centrifugal Loads** are required where track curvature exceeds three degrees.
9. Include and compute all other loads that are impacting the shoring system such as a typical Railroad service vehicle (HS-20 truck).

## 8. STRUCTURAL INTEGRITY

Structures and structural members shall be designed to have design strengths at all sections at least equal to the required strengths calculated for the loads and forces in such combinations as stipulated in **AREMA Chapter 8 Part 2 Article 2.2.4b**, which represents various combinations of loads and forces to which a structure may be subjected. Each part of the structure shall be proportioned for the group loads that are applicable, and the maximum design required shall be used.

1. Embedment depth.

- Calculated depth of embedment is the embedment depth required to maintain static equilibrium.
- Minimum depth of embedment is the total depth of embedment required to provide static equilibrium plus additional embedment due to the minimum factor of safety.
  - Embedment depth factor of safety for well-defined loading conditions and thoroughly determined soil parameters is generally 1.3 for most temporary shoring systems. (See **AREMA 8.20.4.1.c**)
  - All anchored shoring systems require a minimum embedment depth of 1.5 times the calculated depth of embedment. Shallow penetration into strong soil layers is not acceptable. (See **AREMA 8.20.5.1**)

2. The allowable stresses based on AREMA requirements are as follows:

Structural Steel: 0.55Fy for Compression in extreme fiber. (**AREMA Ch.15 Table 1-11**)

Structural Steel: 0.35Fy for Shear. (AREMA Ch.15 Table 1-11)

Sheet Pile Sections: 2/3 of yield strength for steel. (AREMA 8.20.5.7)

Concrete: 1/3 of Compressive strength. (AREMA 8.20.5.7)

Anchor Rods: 1/2 of yield strength for steel. (AREMA 8.20.5.7)

3. AISC allowances for increasing allowable stress due to temporary loading conditions are not acceptable.
4. Gravity type temporary shoring systems must also be analyzed for overturning, sliding and global stability.
5. The contractor is responsible for providing an approved test method to verify the capacity of anchored or tieback systems. The manufacturers recommendations for testing must be satisfied. Systems which support the Railroad embankment will be considered high risk in determining the percentage of elements to be proof tested.
6. Calculated deflections of temporary shoring system and top of rail elevation shall not exceed the criteria outlined in **Table 1 Deflection Criteria**.

**Table 1 Deflection Criteria**

Horizontal distance from shoring to track C/L measured at a right angle from track	Maximum horizontal movement of shoring system	Maximum acceptable horizontal or vertical movement of rail
8'6" < S < 12' 6"	3/8"	1/4"
12' 6" < S < 18' 6"	1/2"	1/4"

## 9. SOIL CHARACTERISTICS

1. Subsurface Exploration. (AREMA 8.5.2.2)
  - a. Sufficient borings shall be made along the length of the structure to determine, with a reasonable degree of certainty, the subsurface conditions. Irregularities found during the initial soil boring program may dictate that additional borings be taken.
  - b. The subsurface investigation shall be made in accordance with the provisions of **AREMA Chapter 8 Part 22, Geotechnical Subsurface Investigation**.
2. Type of backfill.
  - a. Backfill is defined as material behind the wall, whether undisturbed ground or fill, that contributes to the pressure against the wall.
  - b. The backfill shall be investigated and classified with reference to the soil types described in **AREMA Table 8-5-1**.
  - c. Types 4 and 5 backfill shall be used only with the permission of the Engineer. In all cases the wall design shall be based on the type of backfill used.

**Table 8-5-1 (AREMA) Types of Backfill for Retaining Walls**

Backfill Type	Backfill Description
1	Coarse-grained soil without admixture of fine soil particles, very free-draining (clean sand, gravel or broken stone).
2	Coarse-grained soil of low permeability due to admixture of particles of silt size.
3	Fine silty sand; granular materials with conspicuous clay content; or residual soil with stones.
4	Soft or very soft clay, organic silt; or soft silty clay.
5	Medium or stiff clay that may be placed in such a way that a negligible amount of water will enter the spaces between the chunks during floods or heavy rains.

3. Computation of backfill pressure. (AREMA 8.5.3.2a)

- a. Values of the unit weight, cohesion, and angle of internal friction of the backfill material shall be determined directly by means of soil tests or, if the expense of such tests is not justifiable, by means of AREMA Table 8-5-2 referring to the soil types defined in AREMA Table 8-5-1. Unless the minimum cohesive strength of the backfill material can be evaluated reliably, the cohesion shall be neglected and only the internal friction considered. See Appendix page A-6 for AREMA generic soil properties.

**Table 8-5-2 (AREMA) Properties of Backfill Materials**

Type of Backfill	Unit Weight Lb. Per Cu. Ft.	Cohesion "c"	Angle of Internal Friction
1	105	0	33°-42°(38°for broken stone)
2	110	0	30°
3	125	0	28°
4	100	0	0°
5	120	240	0°

4. Compaction.

- a. The backfill shall preferably be placed in loose layers not to exceed 8 inches in thickness. Each layer shall be compacted before placing the next, but over compaction shall be avoided.
- b. It is required that backfill be compacted to no less than 95% of maximum dry density at a moisture content within 2% of optimum and tested using Modified Proctor ASTM D1557.
- c. Fill within 100 feet of bridge ends or 20 feet outside culverts shall be placed and compacted to not less than 100% of maximum.
- d. No dumping of backfill material shall be permitted in such a way that the successive layers slope downward toward the wall. The layers shall be horizontal or shall slope downward away from the wall.

## 10. PLANS

The shoring plans must completely identify the site constraints and the shoring system. Use the design templates provided in the appendix as an example to show the required information, specifications and drawings. The specific requirements of

the plan submittals are as follows:

1. General plan view should show:
  - a. Railroad right-of-way and North arrow.
  - b. Position of all Railroad tracks and identify each track as mainline, siding, spur, etc.
  - c. Spacing between all existing tracks.
  - d. Location of all access roadways, drainage ditches and direction of flow.
  - e. Footprint of proposed structure, proposed shoring system and any existing structures if applicable.
  - f. Proposed horizontal construction clearances. The minimum allowable is eight (8) feet six (6) inches measured at a right angle from centerline of track.
  - g. Location of existing and proposed utilities.
  - h. Drawings must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed.
  - i. Railroad and other "CALL BEFORE YOU DIG" numbers.
  - j. Detailed view of shoring along with controlling elevations and dimensions.
2. Typical section and elevation should show:
  - a. Top of rail elevations for all tracks.
  - b. Offset from the face of shoring system to the centerline of all tracks at all changes in horizontal alignment.
  - c. All structural components, controlling elevations and dimensions of shoring system.
  - d. All drainage ditches and controlling dimensions.
  - e. All slopes, existing structures and other facilities which may surcharge the shoring system.
  - f. Location of all existing and proposed utilities.
  - g. Total depth of shoring system.
3. General criteria
  - a. Design loads to be based on the AREMA manual and Cooper E80 loading.
  - b. Pressure due to embankment surcharges.
  - c. ASTM designation and yield strength for each material.
  - d. Maximum allowable bending stress for structural steel is  $0.55F_y$ .
  - e. Temporary overstress allowances are not acceptable.
  - f. All timber members shall be Douglas Fir grade 2 or better.
  - g. Insitu soil classification.
  - h. Backfill soil classification.
  - i. Internal angle of friction and unit weight of the soil.
  - j. Active and passive soil coefficients.
  - k. Fill within 100 feet of bridge ends or 20 feet outside culverts shall be placed and compacted to a minimum of 100% of maximum dry density tested per Modified Proctor ASTM D1557.
  - l. Slopes without shoring shall not be steeper than 2 horizontal to 1 vertical.
  - m. Dredge line elevation.
  - n. Shoring deflection to be calculated and meet Railroad requirements.

**4. Miscellaneous:**

- a. Project name, location, Railroad line, milepost in the title block.
- b. Procedure outlining the installation and removal of the temporary shoring system.
- c. General notes specifying material requirements, design data, details, dimensions, cross-sections, sequence of construction etc.
- d. A description of the tieback installation including drilling, grouting, stressing information and testing procedures, anchor capacity, type of tendon, anchorage hardware, minimum unbonded lengths, minimum anchor lengths, angle of installation, tieback locations and spacing.
- e. All details for construction of drainage facilities associated with the shoring system shall be clearly indicated.
- f. Details and descriptions of all shoring system members and connection details.
- g. Settlement and displacement calculations.
- h. Handrail and protective fence details along the excavation.
- i. Drawings must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed.
- j. Call before you dig number.
- k. Construction clearance diagram.

**11. SUBMITTALS**

The Contractor will be responsible for any and all cost associated with the review of plans by the Railroad. Review of design submittals by the Railroad will require a minimum of four (4) weeks. To avoid impacting the construction schedule, the Contractor must schedule submittals well in advance. Partial, incomplete or inadequate designs will be rejected, thus delaying the approval. Revised submittals will follow the same procedure as the initial submittal until all issues are resolved. Submit a minimum of three sets of shoring plans and two sets of calculations with manufacturers' specifications. Drawings and calculations must be signed and stamped by a Registered Professional Engineer familiar with Railway loadings and who is licensed in the state where the shoring system is intended for use. Drawings accompanying the shoring plans shall be submitted on 11" x 17" or 8½" x 11" sized paper.

- .1. Contractor review.  
The Contractor must review the temporary shoring plans to ensure that the proposed method of construction is compatible with the existing site and soil conditions. The Contractor's work plan must be developed to allow train traffic to remain in service. Removal of the shoring system must also be addressed.
- .2. Applicant and or Engineer of Record review.  
The applicant and or Engineer of Record must review and approve the submittal for compliance with the project specifications, AREMA Manual, these guidelines and structural capacity before forwarding the submittal to the Railroad.

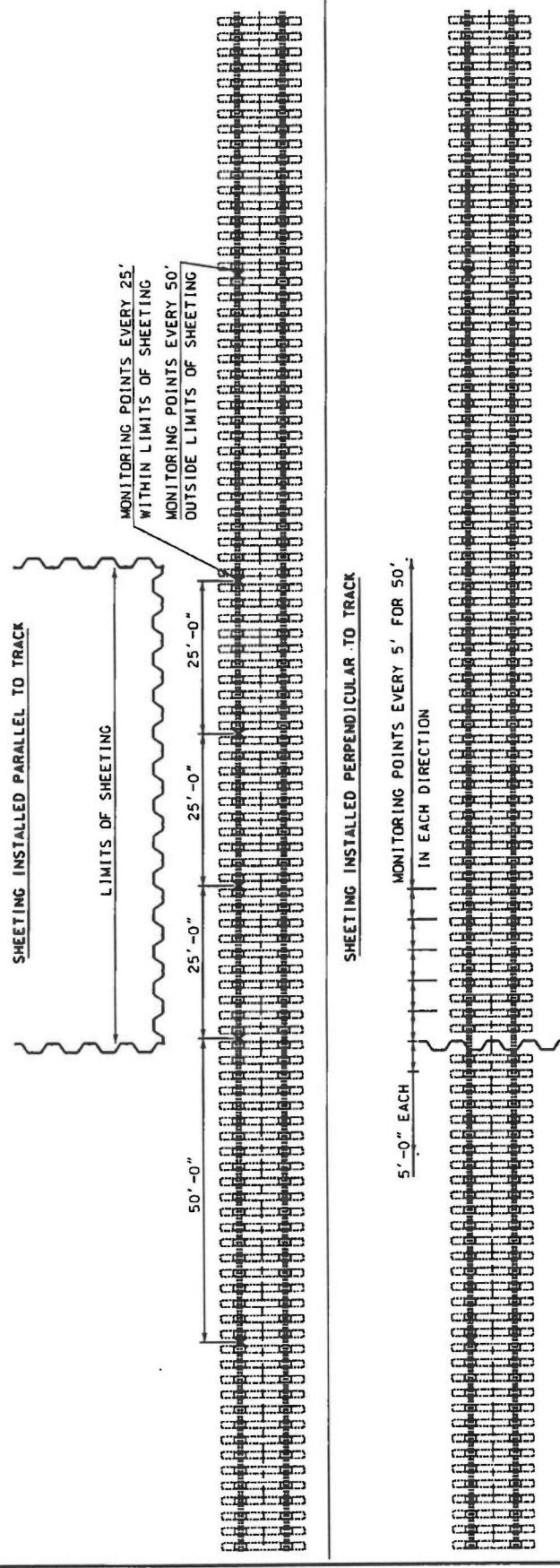
3. Review process.

All design submittals shall be forwarded to the Railroad Representative who will send them to the Structures Design Department. The Structures Design Department shall review. During the review process the Railroad Representative is the point of contact to resolve outstanding issues.

## 12. BIBLIOGRAPHY

The following list of references used in these guidelines:

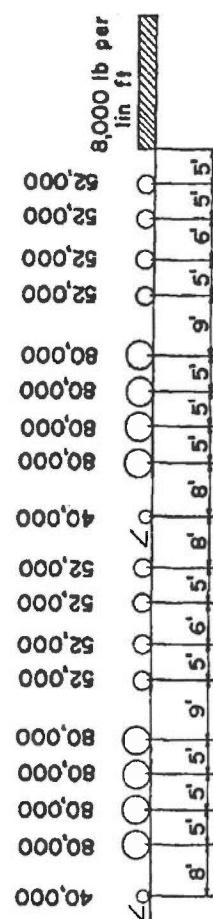
1. *Manual for Railway Engineering*, 2002 American Railway Engineering and Maintenance-of-Way Association.



ACTIVITY FREQUENCY	LOCATION OF SETTLEMENT POINTS	FREQUENCY
INSTALLATION OF THE CASTING, GROUTING OPERATION, AND DURING DEWATERING OPERATION.	ALL POINTS AS NOTED ABOVE AND AS REQUIRED BY NJTRANSIT ON THE CONTRACTOR'S APPROVED DEWATERING PLANS.	IMMEDIATELY PRIOR TO START AND CONTINUOUSLY DURING JACKING, AND ALL GROUTING OPERATIONS, DAILY DURING ALL DEWATERING ACTIVITIES FOR THE FIRST 7 DAYS AND THEN TWICE WEEKLY.
AT COMPLETION OF JACKING AS NECESSARY.	ALL POINTS AS NOTED ABOVE.	AFTER 1 TRAIN, AFTER 5 TRAINS, AFTER 1 DAY, AFTER 1 WEEK, AFTER 1 MONTH OR AS DIRECTED BY THE MANAGER, RIGHT-OF-WAY ENGINEERING, OR HIS DESIGNEE.

SHOULD THE TOTAL CHANGES IN THE RAIL ELEVATIONS FOR ANY PAIR OF ADJACENT POINTS EXCEED THE ESTABLISHED BASE ELEVATIONS BY 0.02 FT, THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE DIRECTOR, RIGHT-OF-WAY ENGINEERING, OR HIS DESIGNEE. ALL READINGS SHALL BE TRANSMITTED DIRECTLY TO THE NJTRANSIT RESIDENT ENGINEER WITHIN 24 HOURS OF TAKING THE MEASUREMENTS. READINGS AND ELEVATIONS SHALL BE CERTIFIED BY A LICENSED LAND SURVEYOR. COPIES OF THE FIELD DATA SHALL BE MAINTAINED ON-SITE BY THE CONTRACTOR. REVIEW OF THE SURVEY DATA BY NJTRANSIT WILL MADE AT THE END OF THE WEEK FOLLOWING THE SHORING INSTALLATION TO DETERMINE THE NEED FOR ADDITIONAL ELEVATION MEASUREMENTS.

Contract No. _____	Drawing No. _____
Sheet No. _____	of _____
FIGURE 1	
NJ TRANSIT	
RAIL OPERATIONS	
ONE PENN PLAZA EAST	
NEWARK, NJ 07105-2246	
Engineer in Charge _____ Name _____ NJ Lic. # 240E03240300 Date _____	Engineer in Charge _____ Name _____ NJ Lic. # 240E03240300 Date _____
Chkd. _____ Date _____ Chkd. by _____ Date _____ Scale _____ Review by _____ Date _____ Eng. _____	Chkd. _____ Date _____ Chkd. by _____ Date _____ Scale _____ Review by _____ Date _____ Eng. _____



COOPER E80 LOAD  
SCALE: (NOT TO SCALE)

Vertical pressure  $q$  shall be based on a distribution width  $L_d$

$L_d$  is the length of the tie plus  $H_1$

$H_1$  is the height from the bottom of the top of the shoring.

$H_2$  is a depth of the point being evaluated with the Boussinesq Equation.

$S$  is a distance perpendicular from centerline of track to the face of shoring.

$D$  is from top of shoring to one foot below dredge line.

$Z_p$  is the minimum embedment depth.

Length of the tie is 9 feet

$q$  is the intensity of strip load due to E80 railroad live load and shall be calculated as follows:

$$\text{For } H_1 > 0 \quad L_d = \text{Length of tie} + H_1, \text{ therefore, } q = \frac{80,000 \text{ lb}}{(5 \text{ feet})(8.5 \text{ feet})} = 1,882 \text{ psf}$$

$$\text{For } H_1 = 0 \quad L_d = \text{Length of tie} + H_1, \text{ therefore, } q = \frac{80,000 \text{ lb}}{(5 \text{ feet})(L_d)}$$

CASE 1: Lateral live load pressure  $P_s$ , due to E80 loading for track parallel to shoring system is calculated using the Boussinesq Load Equation.

$$P_s = \frac{2q}{\pi} \{ \beta + \sin \beta \sin^2(\alpha) - \cos^2(\alpha) \}$$

The above equation can be simplified into the following equivalent form:

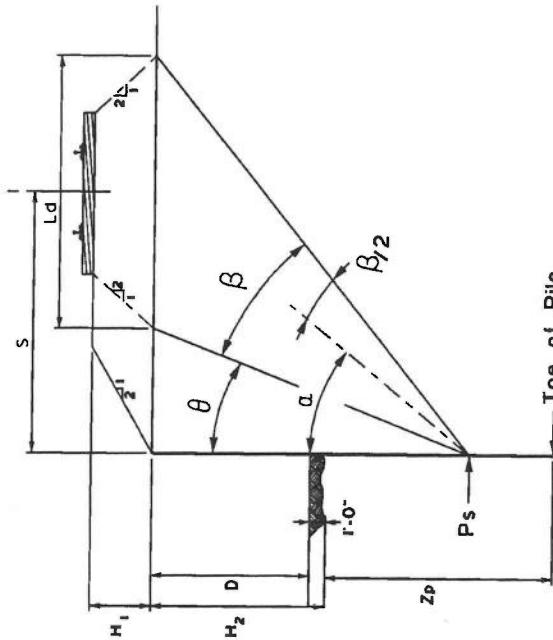
$$P_s = \frac{2q}{\pi} \{ \beta - \sin \beta \cos(2\alpha) \}$$

$\alpha$  and  $\beta$  are angles measured in radians.  $\alpha = \theta + \frac{\beta}{2}$

CASE 2: Live load pressure due to E80 loading for track at a right angle to the shoring system can be calculated using the following equation.

$$P_s = KA q \tan^2(45 - \frac{\theta}{2})$$

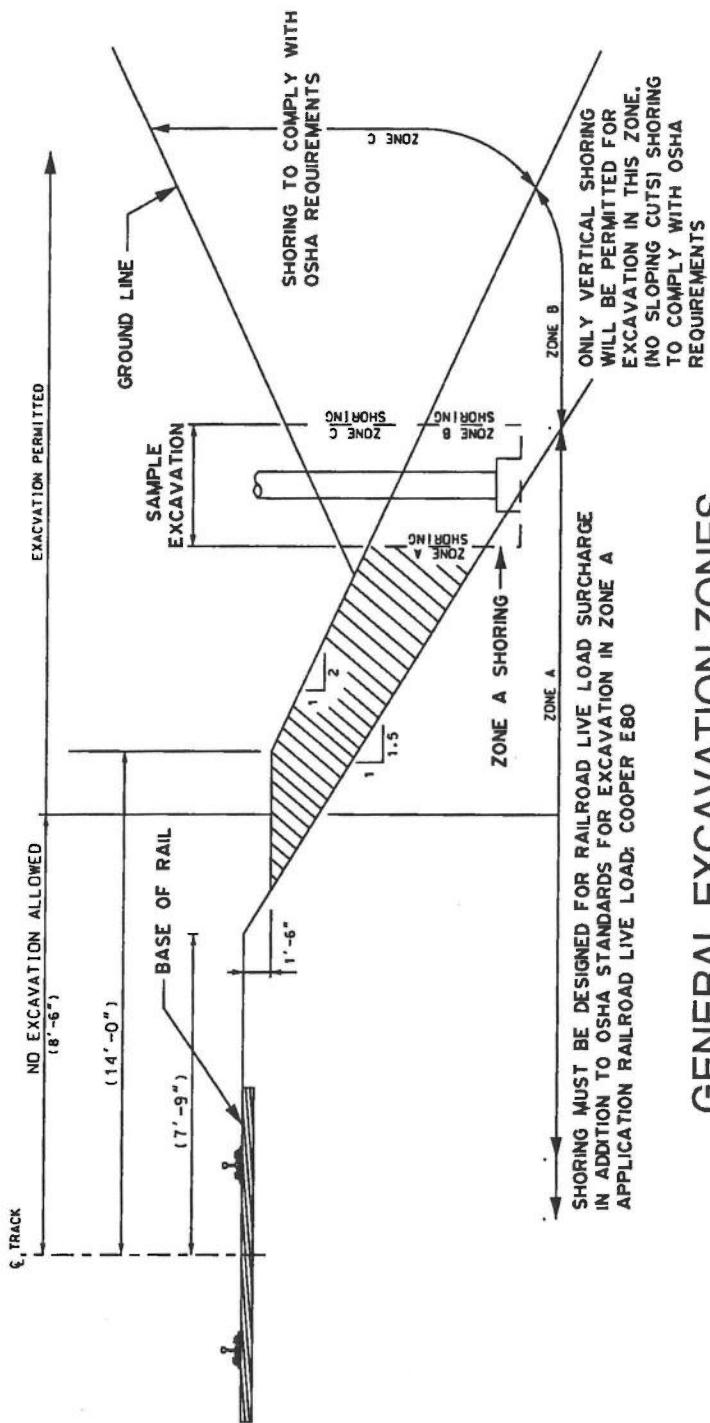
$\theta$  is the angle of the internal friction in degrees



PLAN  
SCALE: (NOT TO SCALE)

HORIZONTAL DISTANCE FROM SHORING TO TRACK & MEASURED AT RIGHT ANGLE FROM TRACK.	MAXIMUM HORIZONTAL MOVEMENT OF SHORING SYSTEM.	MAXIMUM ACCEPTABLE HORIZONTAL OR VERTICAL MOVEMENT OF RAIL.
12' < S < 18'	3/8"	1/4"
18' < S < 24'	1/2"	1/4"

Engineer in Charge JAMES M. GALVIN P.E. NJ LIC. 240320300 Date: _____	Revised Notes _____	INFRASTRUCTURE ENGINEERING OFFICE OF CHIEF ENGINEER STRUCTURES	FIGURE 2 Live Load Pressure Due To E80 Loading	FIGURE 2 Live Load Pressure Due To E80 Loading	FIGURE 2 Live Load Pressure Due To E80 Loading
Date: _____	Edg. _____	_____	_____	_____	Scale 1:1



## GENERAL EXCAVATION ZONES

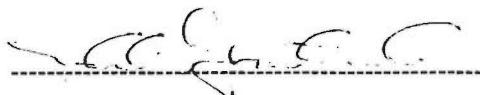
ALL DIMENSIONS ARE MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.

PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL BY THE RAILROAD DETAILED PLANS INDICATING THE NATURE AND EXTENT OF THE TRACK PROTECTION SHORING PROPOSED. THE CONTRACTOR SHALL INSTALL THE TEMPORARY SHORING SYSTEM PER THE APPROVED PLANS. DESIGN OF THE TEMPORARY SHORING SYSTEM TO COMPLY WITH THE GUIDELINES FOR TEMPORARY SHORING.

FOR EXCAVATIONS WHICH ENCROACH INTO ZONE A OR B SHORING PLANS  
SHALL BE ACCOMPANIED BY DESIGN PLANS, PLANS AND  
CALCULATIONS TO BE SIGNED AND STAMPED BY A REGISTERED PROFESSIONAL  
ENGINEER REGISTERED IN THE STATE WHERE THE WORK WILL BE  
PERFORMED.



**SPECIFICATIONS  
FOR  
WIRE, CONDUIT, AND CABLE  
OCCUPANCY  
OF  
NJ TRANSIT PROPERTY  
ET-2**



Michael Gaspartich

Deputy General Manager

For Infrastructure Engineering

November 2012

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## 1. SCOPE:

1.1 These specifications apply to the design of electrical infrastructure, wires, and cables (power, fiber optic, communication, etc.) which are to be located over, under, across, or upon NJ TRANSIT right-of-ways, properties, and facilities, as well as any tracks owned by others over which NJ TRANSIT Rail operates its equipment. Excavations associated with such installations are subject to requirements cited in the "EP-2 Specifications For Pipeline Occupancy on NJ TRANSIT Property".

## 2. APPLICATION FOR OCCUPANCY

2.1 Individuals, Corporations, Municipalities, and other entities (known as the owner, permittee, or applicant) requesting occupancy of NJ TRANSIT rail property by which such wire or cable occupations must agree, upon approval of the construction details by the office of the Chief Electrical Engineer, to execute an appropriate occupancy agreement and pay any and all required fees and/or rentals outlined therein.

2.2 Application for occupancy shall be made by a letter addressed to Property Agreement Coordinator, NJ TRANSIT Corporation, One Penn Plaza East, Newark, NJ 07105-2246, giving the following:

- a. Name of Individual, Corporation, Municipality, or other entity requesting the occupancy
- b. Complete mailing address of applicant
- c. Name and title of person who is authorized to sign the agreement
- d. The state in which the applicant is incorporated, if applicable

2.3 All applications shall be accompanied with eight (8) copies of all construction plans and three (3) copies of specifications and

computations concerning the proposed occupancy. The construction plans and the specifications shall be signed and sealed by a licensed Professional Engineer registered in the appropriate state where the work will be located.

2.4 The applicant is advised that they should expect a minimum of 30 days review period.

### **3. APPROVAL OF PLANS**

3.1 Entry upon railroad property for the purpose of conducting surveys, field inspections, obtaining soil information, or any other purpose associated with the design and engineering of the proposed occupancy will not be permitted until a Temporary Access Permit is obtained. The issuance of such a permit does not constitute authority to proceed with the actual construction, which cannot begin until a formal agreement (License or Occupancy Permit) is executed by NJ TRANSIT Corporation and permission to proceed is given by the NJ TRANSIT's field manager.

3.2 Plans for proposed wire line or cable occupations shall be submitted to and meet the approval of the Chief Electrical engineer prior to start of construction.

3.3 After folding drawings to be submitted, the title block and other identification of the plans shall be visible without the necessity of unfolding at the lower right-hand corner. Each plan shall be individually identified by number and an original date, together with subsequent revision dates, clearly identified on the plan so as to be readily apparent as to just what revisions were made and when.

3.4 All plans are to be individually folded and when more than one plan is involved, they shall be assembled into complete sets before submission to NJ TRANSIT.

3.5 Plans shall be drawn to scale and show the following:

- 3.5.1 Plan view of crossing or occupation in relation to all NJ TRANSIT facilities. All related dimensions must be shown referenced from top of rail for height measurements, and centerline of track for lateral measurements.
- 3.5.2 Show the location of wire or cable (in feet/inches) from nearest railroad milepost, centerline of a railroad bridge (giving bridge number) or center line of an existing train station. In all cases, the name of the county and state in which the proposed facilities are located must be shown. The location plan shall indicate proposed state plane coordinates and ground surface elevations of the work as well as reference to centerline alignment and profile of near tracks, support poles and guy anchors, existing foundations and overhead or under-grade wire, conduit, pipelines or structures. NJ TRANSIT Rail uses NJ State or NY State coordinate systems for horizontal control as appropriate and vertical datum based on Mean Sea Level equal to 0.0 feet at Sandy Hook, NJ (1929). Location and elevation of referenced bench mark, used for top of rail elevations shall be shown.
- 3.5.3 Show the profile of ground on centerline of pole or tower line, showing clearances, between top of rail and bottom of sag (governing worst-case clearance condition), as well as clearances from bottom wire or cable to top wire or cable of railroad's transmission, signal, and communication lines, catenary and third rail, when present. If none of these facilities are in existence at the point of crossing, the plans should so indicated. Actual under-clearances shall be shown. Criteria for unusual conditions such as wind or ice loads shall be identified. Sag calculations indicating the worst case clearance for each identified location shall be provided.
- 3.5.4 Show all known property lines. If wires, cables or conduits are within public highway limits, such limits shall be clearly indicated with dimensions from center line. Indicate existing or discovered subsurface utilities, drains, or structures along with associated buried depths. Property information shall be coordinated with the

applicable Right-of-Way and Track maps or valuation sheets. Copies of these maps can be obtained from the NJ TRANSIT Real Estate Department. These maps should be used to located work with respect to railroad stationing, structure number, and mile post.

3.5.5 The plan must be specific, as to:

- a. Base diameter, height, class, and buried depth of poles/structures. Poles shall be set as close to the property lines as possible but no closer than 18'0" from face of pole to center line of nearest track. Each location must be analyzed to consider speed, traffic, proximity of ditches, conflicts with right-of-way access roads, curves, etc.
- b. Identify number of, size, geometry, configuration, length, and material of wires, as well as number of pairs in communication cables. The same basic requirements held for fiber optic cables. (Complete description shall be provided of the items). Also, include any additional appurtenances to be attached to structures, to include, but not limited to guys, antennas, alternative energy devices, meters, etc.)
- c. Nominal voltage and frequency of line. (State line to line or line to neutral and if and how circuit is grounded).
- d. Number of, locations, size, material, of anchors and all guying for structures, poles and arms. Design incorporating guy anchors must avoid drainage ditches and allow for the maintenance of same. Guys shall avoid extending into the live load influence envelope of the track structure (refer to EP-2 Specifications).

Notes: Double cross-arms and/or dead-end construction are required on poles crossing or adjacent to track. Any tower designs must be accompanied by engineering computations and data. Ultimate design criteria are required for review and approval by Chief Electrical Engineer.

#### **4. CONSTRUCTION REQUIREMENTS**

- 4.1 Power and communication lines shall be constructed in accordance with "Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines, National Electrical Safety Code, Part 2", (current issue), in addition to as outlined in Item 3.5.5 (a) of this document.
- 4.2 Vertical Clearances above top of rail are required to meet or exceed current NESC code clearance plus ten feet. Special exceptions may be made with approval by Chief Electrical Engineer.
- 4.3 Under special conditions, the railroad will give consideration to occupancy on its catenary structures, subject to the approval of the Chief Electrical Engineer.
- 4.4 The applicant, when working within NJ Transit Electrified Territory, shall be governed, and abide by, the rules outlined in New Jersey Transit's Electrical Operating Instructions, TRO-3, current issue.
- 4.5 The applicant shall provide the names and phone numbers of at least two (2) persons available on a 24-hour basis, should an emergency situation occur.
- 4.6 The applicant shall thoroughly describe all plans for and staging of demolition, erection, wire-pulling, temporary support, and other procedures necessary to accomplish his work.
- 4.7 The applicant is instructed to incorporate schedules, staging, methods, and techniques which minimize the potential hazards and limit impact on NJ TRANSIT Rail Operations. NJ TRANSIT Rail reserves the right to modify construction plans to reduce the possibility of service interruptions and facilitate emergency work or planned maintenance.
- 4.8 The contractor shall be responsible for adhering to all governing code requirements and Federal, State, County, & local rules, regulations,

and requirements. The contractor shall be responsible for relocation of electrical utility lines, providing disconnect switches, obtaining utility service interruptions, line, equipment or other facility outages/clearances, and acquiring utility approval for work subject to these regulations.

## 5. LONGITUDINAL OCCUPANCIES

5.1 Wires and cables running longitudinally along rail rights-of-ways shall be constructed as close to railroad property lines as possible. For electrical power wires and cables and communication cables the following information shall be submitted:

- a. Voltage of circuit(s), number of pairs
- b. geometry, configuration, ect. of electrical circuit(s)
- c. Number of electrical circuit(s)
- d. Size (AWG or MCM) and material of wires, cables, or fibers  
(Messenger included)
- e. Length of spans clearly indicated on drawing

Any facilities overhanging railroad property must have approval of the railroad and appropriate rental charges will be applied.

## 6. UNDERGROUND ELECTRICAL FACILITIES

6.1 All underground electrical facilities (except those in streets where it would not be practical to do so) shall be prominently marked at right-of-way lines (on both sides of track for crossings) by durable, weatherproof signs located over the centerline of the pipe. Signs shall show the following:

1. Name and address of owner
2. Contents of pipe including voltage
3. Pipe depth below surface at point of a sign
4. 24 hour emergency telephone number

- 6.2 For pipelines running longitudinally on NJ TRANSIT property, signs shall be placed over the pipe (or offset and appropriately marked) at all changes in direction of the pipeline. Such signs should also be located so that when standing at one sign the next adjacent marker in either direction is visible. In no event, shall they be placed more than 500 feet apart unless otherwise specified by the Chief Engineer.
- 6.3 The owner must maintain all signs on NJ TRANSIT right-of-ways as long as the occupational agreement is in effect. The signs must be easily readable, solidly installed, and replaced/repaired when damaged.
- 6.4 Any mark-out of existing or proposed facilities shall conform with current NJ One Call Mark-Out requirements. In addition to contacting the NJ One Call, the contractor must contact NJ TRANSIT for marking its own facilities prior to any excavation work.

## **7. INDUCTIVE INTERFERENCE**

- 7.1 On agreements covering longitudinal occupancies, provisions will be included that the applicant shall provide appropriate remedies, at his own expense, to correct any interference with railroad facilities.
- 7.2 NJ TRANSIT shall not be responsible for undesirable effects or hazardous conditions caused by its electrical, signal, or communication facilities which arise in installations constructed by the applicant. The applicant shall take any and all steps necessary to mitigate such conditions and/or personnel hazards.
- 7.3 Existing occupancies on NJ TRANSIT property, by others, shall be reviewed by the applicant to determine compatibility of the combined systems. The applicant shall cooperate with third parties to insure that existing occupations are not impaired and at applicants expense, shall correct all interference that results from this construction.



## Third Party Contractor Vehicle use on NJ TRANSIT Property



Michael Gaspartich  
Deputy General Manager  
For Infrastructure Engineering

November 2012

### **Third Party Contractor Vehicle use on NJ TRANSIT Property**

All hi-rail equipment to be used on NJ TRANSIT right-of-way must be inspected and approved by the NJ TRANSIT's Work Equipment Department prior to entering NJ TRANSIT's property.

Once inspected and approved, Hi-rail equipment will be issued a sticker which will be valid for 3 months. The sticker must be displayed in the vehicle cab during use. If the hi-rail sticker becomes invalid, the vehicle will not be allowed to operate on NJ TRANSIT property. The contractor must ensure that the inspected and approved equipment remains in its approved physical and working condition.

NJ TRANSIT's Work Equipment Shop will require a two week notification prior to the anticipated inspection date of the equipment. If equipment fails inspection, it will not be allowed to operate on the right-of-way.

The contractor must ensure that hi-rail equipment operators are properly trained and fully qualified to operate said equipment.

The attached "Contractor Hi-Rail Equipment Check List" will be used during inspection.



## CONTRACTOR HI-RAIL EQUIPMENT CHECK LIST

Date \_\_\_\_\_

Contractor \_\_\_\_\_

Phone# \_\_\_\_\_

Truck# \_\_\_\_\_

License plate# \_\_\_\_\_

Height 15'1" max \_\_\_\_\_

Width 10'1" max \_\_\_\_\_

Expire date \_\_\_\_\_

	OK	Fail
1) Visual Inspection		
2) Tire and wheel Condition		
3) Rail wheel condition (wear)		
4) Steering wheel lock for Hi-rail (If required)		
5) Hi rail safety locking pins		
6) Hi-rail mounting bolt		
7) Hi-rail brakes (front)		
8) Head/tail/Brake lights front/rear		
9) Mirrors		
10) Horn		
11) Strobe light		
12) back_up alarm		
13) First aid kit		
14) Fire Extinguisher		
15) Hi rails insulated	YES	NO
Guide wheel back flange gauge	Front	
	Rear	

Inspected by: \_\_\_\_\_

Pass

Fail

Note. Inspection only good for 3 months

If truck leave N.J.T will need new inspection

**B&G (R) #2**

Resolution (ID # 5984)

October 2, 2018

**APPOINT SHADE TREE ADVISORY COMMITTEE MEMBER (PENDING CLOSED SESSION DISCUSSION)**

Pending Closed Session discussion.

# WORKS (R)

Resolution (ID # 5920)  
October 2, 2018

## **AUTHORIZE NATIONAL COOPERATIVE PURCHASE - SOURCEWELL - PURCHASE OF FOUR (4) SALT SPREADERS - \$137,880.00**

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

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

WHEREAS, as of June 6, 2018, National Joint Powers Alliance (NJPA) was rebranded and is now formally known as Sourcewell, with all membership agreements, contracts, and agreements entered into with NJPA remaining valid and in effect without impact, and

WHEREAS, the City Engineer/Deputy DCS Director requests approval for the purchase of four (4) new 2018 Henderson FSH-II stainless steel V-box salt spreaders, and

WHEREAS, the equipment is to be purchased through Sourcewell contract #080114-HPI from Henderson Products, Inc., 94 North Dell Avenue, Kenvil, NJ 07847, at a cost of \$34,470.00 each, for a total cost of \$137,880.00.

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

That, in accordance with the City Treasurer's certification of the availability of funds in Account No. C-04-31-066-00B-420, C-04-31-014-00B-074, C-04-30-084-00B-140, C-04-30-057-006-006, C-04-30-057-006-007, and C-04-30-057-006-008, a copy of which is attached hereto and made a part of this resolution, and pursuant to the Sourcewell (formerly National Joint Powers Alliance) contract referenced above, the purchase of four (4) salt spreaders described above for a total cost of \$137,880.00 be and is hereby authorized.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk



## RESOLUTION (ID # 5920)

DOC ID: 5920

---

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 4, 2018

### **SUMMARY**

Recommend National Co-op Purchase per Public Works Managers memo. In accordance with requirements regarding use of a national cooperative contract, this purchase will result in a cost savings for the City since there are no vehicles meeting the same specifications on NJ State contract or any other local cooperatives that the City is a member of, and conducting a formal bid process for equipment generally does not produce results that offer better pricing than the larger cooperative contracts, in this case 25% off list price.

## 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: October 2, 2018  
 Resolution Doc Id: 5920

Vendor: Henderson Products, Inc.  
 94 N Dell Avenue  
 Kenvil, NJ 07847

Purchase Order Number: 18-02962

Account Number	Amount	Account Description
C-04-31-066-00B-420	\$60,000.00	3166B DCS Replace Salt Spreaders
C-04-31-014-00B-074	\$30,000.00	3114B DCS Salt Spreaders
C-04-30-084-00B-140	\$24,000.00	3084B DCS Salt Spreaders
C-04-30-057-006-006	\$20,000.00	3057 DCS Replace Salt Spreaders
C-04-30-057-006-007	\$ 3,481.50	3057 DCS Replace Salt Spreaders
C-04-30-057-006-008	<u>\$ 398.50</u>	3057 DCS Replace Salt Spreaders
Total	\$137,880.00	

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

Margaret V. Gerba  
 City Treasurer/CFO



# Memorandum

To: Aaron Schrager, Deputy Director  
 From: Chris Holenstein, Public Works Manager  
 Cc: File  
 Date: September 12, 2018  
 Re: 2018 Henderson FSH-II Salt Spreaders Purchase Recommendation

The 2014 - 2018 Capital Budget processes approved funding for the purchase of new equipment by the Division of Public Works in support of its roads maintenance program. This recommendation is to purchase four new 2018 Henderson FSH-II stainless steel V-Box salt spreaders as replacements for four existing 2002-2004 Henderson v-box salt spreaders, to be mounted in existing single axle dump trucks during the winter season.

The new spreaders will be used by the Division of Public Works for its winter roads maintenance operations, to respond to winter snow and ice events. The new spreaders will be compatible with existing hydraulic systems in the dump trucks in the DPW inventory, and will be outfitted with durable auger material feeds and pre-wet systems consistent with current best practice doctrine. They each will also be outfitted with retractable leg stands, to provide for safer and more secure off-season storage within the DPW yard.

The total cost for the purchase of four units is \$137,880.00. (The cost of each new Henderson FSH-II spreader system is \$34,470.00.) This purchase is being made from Henderson Products, Inc., 94 North Dell Avenue, Kenvil, NJ, 07847 via a Sourcewell (formerly NJPA) Co-op Contract #080114-HPI.

Funding for this purchase is provided in the following capital accounts:

- Capital Ordinance #18-3166, Account #C-04-31-066-00B-420 in the amount of \$60,000.00
- Capital Ordinance #16-3114, Account #C-04-31-014-00B-074 in the amount of \$30,000.00
- Capital Ordinance #15-3084, Account #C-04-30-084-00B-140 in the amount of \$24000.00
- Capital Ordinance #14-3057, Account #C-04-30-057-006-006 in the amount of \$20,000.00
- Capital Ordinance #14-3057, Account #C-04-30-057-006-007 in the amount of \$3,481.50
- Capital Ordinance #14-3057, Account #C-04-30-057-006-008 in the amount of \$619.00

Currently, I recommend the purchase of four new 2018 Henderson FSH-II stainless steel V-Box salt spreaders for a total cost of \$137,880.00, as specified.

Please contact me with any questions.





# HENDERSON

PRODUCTS, INC.

## CUSTOMER QUOTE

Page 1

94 NORTH DELL AVE  
KENVIL, NJ 07847  
PHONE: 973-347-1537  
FAX: 563-927-7107

To: CITY OF SUMMIT, NJ  
Attn:  
Quote Date: 9/10/2018  
Valid Until: 10/10/2018

Quoted By: Colin Keim  
Quote #: 115014-32  
Phone: 973-347-1537  
Fax: 563-927-7050  
Email: ckeim@hendersonproducts.com

Quoted:  
10' V-Box Spreaders, Stainless stands, Electric Prewet

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### FSH salt / sand spreader

Spreader Model: FSH-II Salt/Sand Spreader  
Hopper length: 10'  
Hopper material: 201SS - 10 GA sides/ends, 7 GA sills/floor  
Capacity: FSH-II 56" (6.9 CY) w/ formed chain shields standard  
Conveyor: Dual 7" dia. augers  
Gearcase: 3.6:1 planetary gearcase  
Chute type: Standard Dump Over Chute Same Material as Hopper  
Spinner disk: 20" urethane spinner disk  
Chute Extension: 10" SS Spinner Chute Extension (installed)  
Inverted vee: Inverted vee, 201ss  
Install inverted vee: Install at factory  
Screen type: H.D. top grate screens I.L.O Std Screens  
Install top grate screens: Install at factory  
Side tubes & rear hoses: Side tubes and rear hoses (Tubes Installed)  
Hold down kits: Dump body kit w/ ratchet straps  
Ladders: Rear mount, 304SS (loose "SL")  
Rear bumper: Rear bumper, shipped loose  
Rubber side shields: Rubber side shields (loose "SL")  
Metal spill shields: Front metal spill shields, 304SS (loose "SL")  
Trunnion latch for tailgate: Trunnion latch, Mild Channel (loose "SL")  
Option 1 Description: Slurry Tube Installed  
Option 2 Description: FSH 9 light, STD light bar, installed (Stainless steel)  
Option 3 Description: SS HYD tubes ILO std  
Option 4 Description: SS trunnion Bar ILO carbon  
Option 5 Description: Front Mounted auger motors NJTA style ref p/n 152170

### PWS liquid pre-wetting system

Power Source: 12V Electric Powered Pump  
Application: V-box spreader  
Product Size: Full Size V-Box 10-13FT Long  
Control Box: Standard 12V Electric Pump Box  
Pump: Standard 3.0 GPM Electric Pump  
Console: None-Deduct PWSE Console  
Tank Size: (2) 200 Gal Poly Tanks w/plumb & HW Requires 24" Bracing





# HENDERSON

PRODUCTS, INC.

CUSTOMER QUOTE

Page 2

94 NORTH DELL AVE  
KENVIL, NJ 07847  
PHONE: 973-347-1537  
FAX: 563-927-7107

Spray Assembly: No Nozzles  
Prewet Installed: Installation on FSH  
Mounting Hardware: 304SS frame mount hardware for FSH  
Flush Kit: System flush kit  
Option 1 Description: 7 GPM PUMP ILO STD 132928

#### Spreader Stand

Product: Stand For FSH  
Stand Type: HD (Tube) Stand  
Spreader Length: 10 Ft Spreader  
Material: Mild Construction  
Legs: Heavy Duty Legs  
Paint: Paint Black  
Install: Stand & Chute Mounted To V-Box  
Guides: Guide Wheels  
Guide Wheels: Mild Guide Wheels Ft & Rr  
Option 1 Description: 201SS CONSTRUCTION ILO STANDARD (SLOPED LEG STAND)  
Option 2 Description: 201 GUIDE WHEELS ILO STANDARD

#### Installation Workup

Facility: IDC-NJ  
Delivery Method: Customer Pick-Up

Spreader Type: FSH  
FSH Drive Type: Hydraulic  
FSH Mount Type: Slip in Mount  
Slip in Tie Downs: Factory Hold down kit (Sales to order with unit)  
Trunnion Latch: Install Fact Sup'l'd Trun Latch Bar, sales to order with unit  
Rubber Side Shields: Supplied by fact, installed @ IDC (Sales to order with unit)  
Front Spill Shield: Factory supplied, installed @ IDC (sales to order with unit)  
FSH Bumper: Factory supplied, installed @ IDC (sales to order with unit)  
Ladder: Factory supplied and installed (sales to order with unit)  
FSH Spinner Configuration: Standard Spinner install  
Spreader Options 1: Mounts on existing body for tie downs

Prewet/Liquid System: V-box Prewet System  
System Type: FSH  
Tank Configuration: Factory Supplied/Installed (Sales to order w/unit)  
Drive Configuration: Electric Drive, Factory Installed (Sales to order w/unit)  
Controls: Supplied by IDC (sales to order w/ hyd cntrls)  
Flush Kit: Factory Supplied/Installed (Sales to order w/unit)  
Slurry Tube: Factory Supplied/Installed (sales to order w/unit)  
Liquid Options 1: Existing chassis will have controls.





# HENDERSON

PRODUCTS, INC.

94 NORTH DELL AVE  
KENVIL, NJ 07847  
PHONE: 973-347-1537  
FAX: 563-927-7107

## CUSTOMER QUOTE

Page 3

10.C.c

Single Package: \$34,470.00

Package(s) : 1

Total: \$34,470.00

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

Quote notes:

SOURCEWELL CONTRACT #080114-HPI

LIST PRICE: \$45,690.00

DISCOUNT 25%: \$11,490

OPTION

-Pintle chain, 3/8 x 1 1/2 bars in lieu of Dual augers DEDUCT-\$2,950

\*\*Note slurry bar will change to Nozzles in the chute.



Sourcewell

Formerly NTEA

Awarded Contract

Attachment: Henderson Quote - salt spreader (5920 : Authorize National Cooperative Purchase - Sourcewell - Purchase of (4) Salt Spreaders -

**DECLARE VACANCY - SENIOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST  
(PENDING CLOSED SESSION DISCUSSION)**

Resolution – pending closed Session discussion.

Resolution (ID # 5947)  
October 2, 2018

**GRANT PERMISSION AND SET FORTH CONDITIONS - SUMMIT FREE PUBLIC LIBRARY & SUMMIT AREA YMCA - HALLOWEEN "TRUNK OR TREAT" EVENT**

WHEREAS, in addition to meeting all the conditions of Section 12-1, Rules and Regulations for Use of Public Property, of the Code, the Summit Free Public Library & Summit Area YMCA requires additional permissions for its Halloween Trunk or Treat event.

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

**Event: Summit Free Public Library & Summit Area YMCA – Halloween Trunk or Treat Event - Library Municipal Parking Lot (Library Lot), Saturday, October 27, 2018, 7:30 pm – 9:00 pm (set-up 4:00 pm) (Rain Date: Sunday, October 28, 2018)**

That in conjunction with Halloween "Trunk or Treat" event to be held in the Library Municipal Parking Lot, on Saturday, October 27, 2018 (Rain date Sunday, October 28, 2018), the following permission(s) is (are) granted or condition(s) imposed:

Permissions:

Use of the Library Municipal Parking Lot to stage approximately 50 vehicles participating in the event.

Conditions:

1. The Applicants shall, at least one week prior to the event, submit a request to the Parking Services Manager for six (6) barricades for the event and arrange for drop off and pick up of barricades with the Parking Services Manager.
2. Library custodian shall be responsible for removing all signs, litter and waste as a result of the event in the Library Municipal Parking Lot.
3. In the event the City's light tower is needed, the use of same shall be coordinated through the Events Coordinator in the Department of Community Programs.
4. In the event the City's light tower is used, the Library custodian shall be responsible for turning off light tower located on the Village Green,
5. The Applicants shall, at least 2 weeks prior to the event, arrange for police officer or police auxiliary coverage for the duration of the event and shall coordinate same through the Police Department.
6. The Applicants shall post signage where appropriate, advising patrons of the Library, YMCA and Library lot, that the Library Lot will close at 4:00 pm on the day of the event, to ensure that the lot is clear of any non-participating vehicles.

7. Permission to hold said event is subject to receiving an insurance certificate naming the City of Summit as an additional insured and a signed Hold Harmless Agreement from the YMCA.
8. In accordance with Section 3, Noise Restrictions, subsection 3-8.1 b. (7), of the Code, it is hereby determined that the proposed use of an amplification system is appropriate for the purpose for which the Applicant is using the Village Green and will not adversely affect the safety and general welfare of the public.
9. The designated person(s) in charge of the event shall provide contact information (name, cell number) of the on-site person(s) responsible for the event. The contact information shall be submitted to the Summit Police Department and to the City Clerk's Office at least two weeks in advance of the event date.
10. The designated person(s) in charge of the event shall contact Police Dispatch if the event is cancelled or rescheduled due to weather conditions.
11. If weather conditions require the event to be rescheduled, the Applicant shall coordinate with the Police Department any necessary street closure(s) and police officer or police auxiliary coverage, as required by the Police Department.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk

Resolution (ID # 5949)  
October 2, 2018

**GRANT PERMISSION & SET FORTH CONDITIONS - BEACON UNITARIAN CHURCH &  
FOUNTAIN BAPTIST CHURCH PICNIC**

WHEREAS, in addition to meeting all the conditions of Section 12-1, Rules and Regulations For Use of Public Property of the Code, this event requires additional permissions as follows:

**Event: Beacon Unitarian Church in Summit – Beacon Unitarian Church and Fountain Baptist Church Celebration & Picnic Event, to be held on Sunday, October 7, 2018 (No Rain Date) – 4:00 pm – 6:00 pm (set-up 2 pm – 7:30 pm)**

Permission:

1. Road Closure of Waldron Avenue, between Springfield Avenue is hereby authorized from 2:00 pm to 7:30 pm.
2. Operating of grill.

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

That the aforementioned event and related activities be and they are hereby approved subject to the conditions set forth herein.

Conditions:

1. At least one week prior to the event date, a request shall be submitted to the Parking Services Manager for the number of barricades needed for the event.
2. At least two week in advance of the event, the Applicant shall obtain permits as required by the Fire Department regarding the use of any propane tanks and deep fat fryers and/or any other heating source and shall have the equipment inspected by the Fire Department.
3. Per Applicant, there will be no use of tents for this event.
4. At least two weeks in advance of the date of the event, the Applicant shall submit a certificate of insurance, as required by the City, naming the City as an additional insured, with appropriate wording confirming that policies include Waiver of Subrogation in favor of the City of Summit, along with a signed Hold Harmless Agreement.
5. Prohibited is the placement of promotional signs in the City's right-of-ways or in public spaces.

6. The Applicant is responsible for the removal of all litter and waste as a result of the event.
7. In accordance with Section 3, Noise Restrictions, subsection 3-8.1 b. (7), of the Code, it is hereby determined that the proposed use of a sound amplification system is appropriate for said event and shall not adversely affect the safety and general welfare of the public.
8. At least two weeks in advance of the event, emergency contact information of the Applicant as well as all participating vendors who will be present at the event shall be submitted to the City Clerk's Office and the Chief of Police.
9. A copy of this resolution shall be provided to the members of the Property Use Committee and the Joint Dispatch.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening October 2, 2018.

City Clerk

Resolution (ID # 5950)  
October 2, 2018

**GRANT PERMISSION AND SET FORTH CONDITIONS ACROSS THE STREET BANNERS –  
SPRINGFIELD AVE - SUMMIT BOARD OF EDUCATION – FRIDAY NIGHT LIGHTS**

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

1. That in conjunction with the promotion of the Summit Board of Education “Friday Night Lights,” permission is hereby granted to the organization to hang an across-the-street banner over Springfield Avenue and Maple Street – between Bank of America and the Bassett Buildings, for the following time period:

Organization	Banner Display Period
Summit Board of Education – Friday Night Lights Banner ( <i>banner provided by the Summit Boosters Association</i> )	October 4 – October 10, 2018

2. That placement, wording and letter sizing of said banner is subject to the approval of the Director of the Department of Community Services.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk

**WORKS (CA) #1**

Resolution (ID # 5935)  
October 2, 2018

**AUTHORIZE BID ADVERTISEMENT - PINE GROVE AVENUE SECTION 1 IMPROVEMENT  
PROJECT**

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

That the proper City Officers be and they are hereby authorized and directed to advertise for bids for the Pine Grove Avenue Section 1 Improvement Project, with said bids to be advertised in the Union County Local Source on Thursday, October 11, 2018, and received by the Purchasing Agent on Tuesday, October 23, 2018, in the Council Chamber, City Hall, 512 Springfield Avenue, Summit, New Jersey at 11:00 a.m.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk



**DCS - Engineering Division**  
CA - Works

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

Meeting: 10/02/18 07:30 PM

## **RESOLUTION (ID # 5935)**

DOC ID: 5935

**TO:** Mayor and Common Council

**FROM:** Aaron Schrager, City Engineer/ Deputy DCS Director

**DATE:** September 12, 2018

The Engineering Division has completed the design of the Pine Grove Avenue Section 1 Improvement Project. This project includes reconstructing the length of Pine Grove Avenue from Springfield Avenue to Blackburn Road. This project was included in the 2018 Capital Budget and is funded by an NJDOT municipal aid grant. All affected residents have all been contacted regarding this project and this project will not include an assessment ordinance. The project includes some minor installation of curbing, repair of a sidewalk where needed, drainage upgrades, and the full milling and paving of the street.

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 - October 11, 2018
- Receive Bids - October 23, 2018
- Award Project - November 7, 2018
- Begin Construction - March/April 2019
- End Construction - April/May 2019

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

- C-04-31-066-00E-000 Capital Roads

**BID NOTICE****CITY OF SUMMIT****PROJECT:** PINE GROVE AVENUE SEC 1 IMPROVEMENT PROJECT**DEPARTMENT:** Department of Community Services

Sealed bids will be received by the Purchasing Agent of the City of Summit, Union County, New Jersey no later than 11:00 A.M. prevailing time, **TUESDAY, OCTOBER 23, 2018** in the Council Chamber, First Floor, City Hall, 512 Springfield Avenue, Summit, New Jersey for:

**PINE GROVE AVENUE SEC 1 IMPROVEMENT PROJECT**

in accordance with the specifications and proposal forms for same which may be obtained at the office of the Department of Community Services, 512 Springfield Avenue, Summit, N. J. during regular business hours, 8:30 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:

3,990 S.Y. HMA Milling, 3" or Less  
 590 TONS Hot Mix Asphalt Surface Course Mix I-5  
 395 L.F. Belgian Block Curb

Purchasing Agent

Dated: 10/2/2018  
 U.C.L.S.: 10/11/2018

Resolution (ID # 5952)  
October 2, 2018

**AUTHORIZE BID ADVERTISEMENT - 2019-2020 ON-SITE VEGETATIVE WASTE  
GRINDING SERVICES**

**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 2019-2020 On-Site Vegetative Waste Grinding, with said bids to be advertised in the Union County Local Source on Thursday, October 11, 2018, and received by the Purchasing Agent on Tuesday, October 23, 2018, in the Council Chamber, City Hall, 512 Springfield Avenue, Summit, New Jersey at 11:00 a.m.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk



**Public Works Committee**  
CA - Works

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

Meeting: 10/02/18 07:30 PM

## **RESOLUTION (ID # 5952)**

DOC ID: 5952 B

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: September 12, 2018

Every year, the City regularly utilizes on-site vegetative waste grinding services, also known as tub grinding, to grind branch, brush and leaf debris that is collected by the City as well as brought to the transfer station by residents and commercial landscapers. Additional services are also required after storm events. Based on review of the past few years, it would be in the City's best interest to retain these services and secure pricing under a formal contract. The proposed contract would include services that have been regularly provided, twice per year for branch/brush debris and once per year for leaf debris, as well as "on-call" storm response services as needed, based on fixed daily and half-day rates, be for a two year term, January 2019 through December 2020, and include an option for one two-year extension if the services provided under the contract are found acceptable. The not-to-exceed contract amount will be recommended at the time of award based on the rates submitted and historical usage.

Based on the above referenced information, I request that Council authorize the advertisement of bids for On-Site Vegetative Waste Grinding Services. The following is the tentative schedule and is subject to change:

- Advertise for Public Bid - October 11, 2018
- Receive Bids - October 23, 2018
- Award Project - November 7, 2018

Funding for this service will be subject to inclusion in and adoption of each applicable contract year's operating budget in line item \_-01-26-308-000-000 "Disposal Charges".

Resolution (ID # 5958)  
October 2, 2018

**AUTHORIZE REFUNDS - PERMIT #16-163 - ROAD OPENING AND STORM CONNECTION  
DEPOSITS - 111 BELLEVUE AVENUE**

WHEREAS, the Assistant Engineer advises that Permit #16-163 was issued for a road opening and a storm sewer connection for new home construction at 111 Bellevue Avenue, and

WHEREAS, as part of the permit process, \$2,000.00 was received in the form of deposits for the road opening and storm sewer connection work, and

WHEREAS, the work has been completed and all inspections are satisfactory and the Assistant Engineer recommends the return of the road opening and storm sewer connection deposits in the amount of \$2,000.00.

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 refund the aforementioned road opening and storm sewer connection deposits in conjunction with Permit #16-163 as described above, as follows:

<u>Name/Mailing Address:</u>	<u>File No./Property Address</u>	<u>Refund Amount</u>
Castle Ridge Construction, Inc. P.O. Box 58 Summit, NJ 07901	#16-163 111 Bellevue Avenue	\$2,000.00

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk



**DCS - Engineering Division**  
CA - Works

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

Meeting: 10/02/18 07:30 PM

## **RESOLUTION (ID # 5958)**

DOC ID: 5958

**TO:** Mayor and Common Council

**FROM:** Lori Toth, Assistant Engineer

**DATE:** September 21, 2018

Permit #16-163 was issued for the new home construction at 111 Bellevue Avenue. As part of the work, a total of \$2,000.00 in deposits were taken in October 2017 for both a road opening and for a storm sewer connection. That part of the work has been completed and approved and it is appropriate to now refund those deposits in full.

The check should be sent to:

Castle Ridge Construction, Inc.  
PO Box 58  
Bedminster, NJ 07921

Resolution (ID # 5951)  
October 2, 2018

**AMEND BUDGET - CHAPTER 159 - UNION COUNTY LEVEL THE PLAYING FIELD GRANT**

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

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

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 \$25,470.00:

**Union County Kids Recreation Trust  
Level the Playing Field Grant**

BE IT RESOLVED that a like sum of \$25,470.00 be and the same is hereby appropriated under the captions of:

**Union County Kids Recreation Trust  
Level the Playing Field Grant**

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

Dated: October 2, 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, October 2, 2018.

City Clerk

**AUTHORIZE REFUND OF PROPERTY USE ESCROW - THE UNITARIAN CHURCH**

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

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

<u>Name/ Event Dates</u>	<u>Address</u>	<u>Refund Amount</u>
The Unitarian Church in Summit Event: Homecoming Event Event Date: September 9, 2018	4 Waldron Avenue Summit, NJ 07901	\$500.00

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk

Resolution (ID # 5934)  
October 2, 2018

**REFUND HOMESTEAD BENEFIT AND CANCEL 2019 PRELIMINARY TAXES/ TOTAL  
EXEMPT DISABLED VETERAN**

WHEREAS, the Tax Assessor granted total exemption of property taxes as of July 26, 2018 for the following property, due to a 100 % disabled veteran, and

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

That the proper City officers be and they are hereby authorized to cancel 2019 preliminary taxes and refund the Homestead benefit, and issue a check(s) as follows:

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
3905	9	Hines, Alfred & Margery L 16 John St  Check payable and Mail to: Hine Alfred & Margery 16 John St Summit NJ 07901  Cancel 2019 Preliminary Taxes \$3,546.27	\$125.04

Dated: October 2, 2018

I, Rosalia M Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk

Resolution (ID # 5925)  
October 2, 2018

**REFUND OVERPAYMENT OF CURB AND SIDEWALK ASSESSMENT**

WHEREAS, the Tax Collector has received payment for payoff of a curb and sidewalk assessment that has resulted in an overpayment, and

WHEREAS, the Lender has given permission to refund the monies.

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

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

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
2201	18	Melchiorre, Mark & Erika 72 Fernwood Rd.  Check payable and Mail to: Priority Search Services 788 Shrewsbury Ave. Suite#2131 Tinton Falls NJ 07724	\$22.03

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk

**F/P (CA) #5**

Resolution (ID # 5926)  
October 2, 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
Melissa Cooper 7 Ramsey Drive Summit, NJ 07901	Soccer 8-28-71-300-SOC  Field User Fee 8-28-72-400-FUF  Volleyball 8-28-71-300-VOL	\$85.00  \$20.00  \$159.00
Elizabeth Barrett 11 Hillside Avenue Summit, NJ 07901	Soccer 8-28-71-300-SOC  Field User Fee 8-28-72-400-FUF	\$125.00  \$20.00
Justina Porras 23 Pearl Street Summit, NJ 07901	Soccer 8-28-71-300-SOC  Field User Fee 8-28-72-400-FUF	\$60.00  \$20.00
Anastasia Knipe 5 Madison Avenue Summit, NJ 07901	Soccer 8-28-71-300-SOC  Field User Fee 8-28-72-400-FUF	\$125.00  \$20.00
Cheryle Vela 36 Plain Street Summit, NJ 07901	Soccer 8-28-71-300-SOC  Field User Fee 8-28-72-400-FUF	\$85.00  \$20.00
Kelly Caffrey 21 Lowell Avenue Summit, NJ 07901	Golf Clinic 8-28-71-300-GLC	\$95.00
Vanessa Weisbrod 46 Montrose Avenue Summit, NJ 07901	Swim Lessons 8-28-71-300-PSL	\$60.00

Gaurav Sood 11 Drum Hill Drive Summit, NJ 07901	Soccer 8-28-71-300-MUL	\$145.00
Gina DelJones 32 Mountain Avenue Summit, NJ 07901	Summer Camp 8-28-71-300-RSC	\$305.00

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk

Resolution (ID # 5497)  
October 2, 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: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk

## SUMMIT SMARTCARD, PREPAID PARKING, AND OVERNIGHT PARKING PERMITS REFUNDS

COUNCIL MEETING DATE: October 2, 2018

NAME	ADDRESS	TYPE	REASON	REFUND AMOUNT
Heller Wealth Advisors	47 Maple St., Suite 306, Summit, NJ 07901	Pro-Rated Employee Annual	No longer need	\$252
J. Kest & Company	16 Maple St., Suite 5, Summit, NJ 07901	Pro-Rated Employee Qtrly.	No longer need	\$91
Denise Sabeh	5 Midwood Rd., Denville, NJ 07834	DeForest Lot #2	Overpayment	\$15
Kristiniana Kalab	600 So. Churton St., Apt 85, Hillsborough, NC 27278	Pro-Rated Overnight Qtrly.	Moved	\$25
George Butt	12 Chestnut Ave., Apt 137D, Summit, NJ 07901	Sr. Overnight Qtrly.	Overpayment	\$18
Haven Savings Bank	385 Springfield Ave., Summit, NJ 07901	SmartCard #16154,16157,16161,16162	No longer need	\$332
Eileen Howard	18 Passaic Ave., Summit, NJ 07901	SmartCard #16119	No longer need	\$73
				\$80

**CA F/P # 7**

Resolution (ID # 5731)

**AUTHORIZING PAYMENT OF BILLS**

October 2, 2018

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

That the proper officers of the City be and they are hereby authorized and directed to draw checks for a total of **\$603,074.31** for the payment of the itemized bills listed on the following Schedule "A" which have been approved by several committees and the President of the Common Council and which are made a part of the minutes of this meeting.

Dated: October 2, 2018

I, Rosalia M. Licatese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 2, 2018.

City Clerk

September 28, 2018  
11:47 AM

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

Page No: 1

Rcvd Batch Id Range: First to Last			Rcvd Date Start: 0	End: 10/02/18	Report Format: Detail	
Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Contract Invoice Number
10/02/18	BANDG	18-01478	BURGIS BURGIS ASSOCIATES, INC. 8 2018 City Planning Svcs	2,250.00	8-01-21-180-000-510 MLU Planner Services	34473
10/02/18	BANDG	18-00891	ROSENBERG & ASSOCIATES 47 ZB Steno Fees to City 8/6 Mtg	121.00	8-01-21-185-000-499 BOA Reporting	284078
10/02/18	BANDG	18-00891	48 Adj	0.01-	8-01-21-185-000-499 BOA Reporting	284078
10/02/18	BANDG	18-00891	49 Zoning Escrow Fees ZB-18-1931	264.45	T-03-56-286-000-084 Reserved for Zoning Board Escrow Fees	284078
10/02/18	BANDG	18-00891	50 Zoning Escrow Fees ZB-17-1910	165.78	T-03-56-286-000-084 Reserved for Zoning Board Escrow Fees	284078
10/02/18	BANDG	18-00891	51 Zoning Escrow Fees ZB-17-1886	882.78	T-03-56-286-000-084 Reserved for Zoning Board Escrow Fees	284078
10/02/18	BANDG	18-00891	52 ZB Steno Fees to City 8/20 Mtg	173.25	8-01-21-185-000-499 BOA Reporting	284289
10/02/18	BANDG	18-00891	53 Zoning Escrow Fees ZB-18-1934	433.00	T-03-56-286-000-084 Reserved for Zoning Board Escrow Fees	284289
			P.O. Total:	2,040.25		
			Total for Batch: BANDG	4,290.25		
10/02/18	FINANCE	18-00008	AMERIFLEX AMERIFLEX 10 SEPTEMBER 2018 FSA ADMIN FEES	60.00	8-01-20-130-000-506 FA Flex Account Fees	INV175884
10/02/18	FINANCE	18-02808	APPRCONS APPRAISAL CONSULTANTS CORP. 2 01-01-18 to 8-31-18 appraisals	6,081.25	8-01-20-150-000-500 TA Contract Services Appraisers	8-31-2018
10/02/18	FINANCE	18-00866	AT105068 AT&T 9 030 361 4837 001	31.99	8-01-31-440-000-000 TELEPHONE	09/09/18
10/02/18	FINANCE	18-00867	AT105068 AT&T 9 0303619366001	35.80	8-01-31-440-000-000 TELEPHONE	09/15/18
10/02/18	FINANCE	18-02893	BARRETTE BARRETT, ELIZABETH 1 REFUND SOOCER/FIELD USE	125.00	8-28-71-300-SOC RT-RAP Soccer	
10/02/18	FINANCE	18-02893	2 REFUND SOOCER/FIELD USE	20.00	8-28-72-400-FUF RT-Field User Fees	
			P.O. Total:	145.00		
10/02/18	FINANCE	18-02583	BORGAT50 BORGATA HOTEL CASINO & SPA 1 NJLM 2018 11/12-11/15	531.00	8-01-20-130-000-809	BERGER 53087

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FA Conferences/Meetings/Dues/Training							
10/02/18	FINANCE	18-02897	CAFFREYK CAFFREY, KELLY 1 REFUND GOLF CLINIC	95.00	8-28-71-300-GLC RT-RAP Golf Clinics		
10/02/18	FINANCE	18-00219	CANONFIN CANON FINANCIAL SERVICES INC 6 Contract Charge	598.00	8-01-20-120-000-429 City Clerk Lease Equipment	19048457	
10/02/18	FINANCE	18-00771	CLEAR005 CLEARY GIACOBBE ALFIERI & 18 SUMMIT GENERAL THRU 06/2018	5,606.20	8-01-20-155-000-500 LS Contract Services	61325	
10/02/18	FINANCE	18-00771	19 SUMMIT RETAINER THRU 06/2018	3,000.00	8-01-20-155-000-500 LS Contract Services	61326	
10/02/18	FINANCE	18-00771	20 SUMMIT/ERNEST BOZZI THRU 06/18	703.20	8-01-20-155-000-500 LS Contract Services	60738	
10/02/18	FINANCE	18-00771	21 SUMMIT/ERNEST BOZZI THRU 07/18	54.00	8-01-20-155-000-500 LS Contract Services	61981	
10/02/18	FINANCE	18-00771	22 SUMMIT GENERAL THRU 07/2018	9,917.69	8-01-20-155-000-500 LS Contract Services	62115	
10/02/18	FINANCE	18-00771	23 SUMMIT RETAINER THRU 07/2018	3,000.00	8-01-20-155-000-500 LS Contract Services	62117	
			P.O. Total:	22,281.09			
10/02/18	FINANCE	18-00498	COMCA840 COMCAST CABLE COMMUNICATIONS 10 8499 05 329 0181395	254.85	8-01-31-440-000-000 TELEPHONE	09/09/18	
10/02/18	FINANCE	18-02892	COOPERME COOPER, MELISSA 1 REFUND SOCCER/FIELD USE	85.00	8-28-71-300-SOC RT-RAP Soccer		
10/02/18	FINANCE	18-02892	2 REFUND SOCCER/FIELD USE	20.00	8-28-72-400-FUF RT-Field User Fees		
10/02/18	FINANCE	18-02892	3 REFUND VOLLEY BALL	159.00	8-28-71-300-VOL RT-RAP Volleyball		
			P.O. Total:	264.00			
10/02/18	FINANCE	18-02900	DELJONES DELJONES, GINA 1 REFUND SUMMER CAMP	305.00	8-28-71-300-RSC RT-RAP Summer Rec Camp		
10/02/18	FINANCE	18-00505	DELTAD50 DELTA DENTAL 12 SEPTEMBER 2018 DENTAL BILLING	4,208.52	T-13-56-800-018-020 Self Insurance 2018 Hlth/Dntl/Life	PM281172	
10/02/18	FINANCE	18-00505	13 SEPTEMBER 2018 DENTAL BILLING	12,500.50	T-13-56-800-018-020 Self Insurance 2018 Hlth/Dntl/Life	PM281693	
			P.O. Total:	16,709.02			

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10/02/18	FINANCE	18-00103	DIFRA005 DIFRANCESCO BATEMAN KUNZMAN 9 June 30,2018 Appraisal Service	5,415.54	8-01-20-150-000-503 TA Contract Services Legal		MISC
10/02/18	FINANCE	18-02891	DIFRA005 DIFRANCESCO BATEMAN KUNZMAN 1 SUMMIT PROSECUTING THRU 7/31	464.00	8-01-20-155-000-102 Legal SW Clearing Account	147777	
10/02/18	FINANCE	18-00554	FLAGSH50 FLAGSHIP DENTAL PLANS 10 SEPTEMBER PLAN FOR 2018 DENTAL	459.11	T-13-56-800-018-020 Self Insurance 2018 Hlth/Dntl/Life	120363	
10/02/18	FINANCE	18-02902	HARDROCK HARD ROCK HOTEL & CASINO 1 Hotel Reservation 2018 League	308.00	8-01-20-120-000-809 City Clerk Conf & Meetings	53533	
10/02/18	FINANCE	18-00317	JCPL0050 JCP&L 10 100 007 700 097 8/7-9/7/18	3,998.22	8-01-29-390-000-415 Library Plant Operation & Maintenance		9/13/2018
10/02/18	FINANCE	18-00377	JCPL0050 JCP&L 10 100005845316 CITY HALL	1,534.43	8-01-31-435-000-000 STREET LIGHTING	95275881067	
10/02/18	FINANCE	18-00379	JCPL0050 JCP&L 10 100005954571 512 SPRINGFIELD	13,365.25	8-01-31-430-000-100 Electricity	95395610518	
10/02/18	FINANCE	18-00383	JCPL0050 JCP&L 9 100034766905 905 UNION AVE	89.42	8-01-31-430-000-100 Electricity	95375624643	
10/02/18	FINANCE	18-00384	JCPL0050 JCP&L 9 100034766954 BANK STREET	84.39	8-01-31-430-000-100 Electricity	95375624644	
10/02/18	FINANCE	18-00385	JCPL0050 JCP&L 9 100034766962 SPRINGFIELD AVE	234.23	8-01-31-430-000-100 Electricity	95395610586	
10/02/18	FINANCE	18-00388	JCPL0050 JCP&L 9 100048610792 41 CHATHAM	6,725.02	8-01-31-430-000-100 Electricity	953956106590	
10/02/18	FINANCE	18-00389	JCPL0050 JCP&L 9 100050758117 BROAD STREET	39.46	8-01-31-430-000-100 Electricity	95565505044	
10/02/18	FINANCE	18-00393	JCPL0050 JCP&L 9 100062732993 BUS SHELTER	30.12	8-01-31-430-000-100 Electricity	95635456804	

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
10/02/18	FINANCE	18-00395	JCPL0050 JCP&L 9 100064737099 MORRIS & KENT	44.78	8-01-31-430-000-100 Electricity	95565505049	
10/02/18	FINANCE	18-00398	JCPL0050 JCP&L 9 100064738915 MORRIS & GLEN SIDE	31.30	8-01-31-430-000-100 Electricity	95565505050	
10/02/18	FINANCE	18-00399	JCPL0050 JCP&L 9 100064738923 GLEN SIDE & BALTUS	36.10	8-01-31-430-000-100 Electricity	95565505051	
10/02/18	FINANCE	18-00400	JCPL0050 JCP&L 9 100064741042 MORRIS & BROAD	41.70	8-01-31-430-000-100 Electricity	95565505052	
10/02/18	FINANCE	18-00401	JCPL0050 JCP&L 9 100064741059 MORRIS & PROSPECT	44.43	8-01-31-430-000-100 Electricity	95565505053	
10/02/18	FINANCE	18-00402	JCPL0050 JCP&L 9 100064741067 MORRIS & MAPLE	14.89	8-01-31-430-000-100 Electricity	95565505054	
10/02/18	FINANCE	18-00405	JCPL0050 JCP&L 9 10007387649 MORRIS & MOUNTAIN	52.27	8-01-31-430-000-100 Electricity	95185998264	
10/02/18	FINANCE	18-00407	JCPL0050 JCP&L 10 100081217810 CLAREMONT CORP	55.03	8-01-31-430-000-100 Electricity	95395610602	
10/02/18	FINANCE	18-00408	JCPL0050 JCP&L 9 100081908319 41 CHATHAM	3.74	8-01-31-430-000-100 Electricity	95395610603	
10/02/18	FINANCE	18-00415	JCPL0050 JCP&L 9 100103385231 5 MYRTLE	6.47	8-01-31-430-000-100 Electricity	95565505077	
10/02/18	FINANCE	18-00417	JCPL0050 JCP&L 9 100111640320 80 BUTLER SHACK	7.63	8-01-31-430-000-100 Electricity	95565505081	
10/02/18	FINANCE	18-00419	JCPL0050 JCP&L 9 100113540429 NEW ENGLAND	32.92	8-01-31-430-000-100 Electricity	95565505082	
10/02/18	FINANCE	18-02017	JCPL0050 JCP&L 6 100 124 583 210 40 NEW PROV RD	8.89	8-01-31-430-000-100 Electricity	95565505090	

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10/02/18	FINANCE	18-02895	KNIPEANA KNIPE, ANASTASIA 1 REFUND SOCCER/FIELD USE	125.00	8-28-71-300-SOC RT-RAP Soccer		
10/02/18	FINANCE	18-02895	2 REFUND SOCCER/FIELD USE	20.00	8-28-72-400-FUF RT-Field User Fees		
			P.O. Total:	145.00			
10/02/18	FINANCE	18-00544	LEXISN50 LEXISNEXIS BUSINESS & 9 Monthly Membership 2018	195.00	8-01-20-155-000-509 LS Miscellaneous Services	3091615701	
10/02/18	FINANCE	18-02852	MGLFOR50 MGL PRINTING SOLUTIONS 1 Marrigae Certificates	323.00	8-01-20-120-000-201 City Clerk Supplies and Materials	157624	
10/02/18	FINANCE	18-00862	NESTLERR READYREFRESH BY NESTLE 8 0017660366 2018 WATER	249.52	8-01-31-445-000-100 Water	18I0017660366	
10/02/18	FINANCE	18-00573	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023342191 GLEN AVE	50.17	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00575	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023342696 - 25 ELM ST	11.81	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00576	NJ-AME50 NJ-AMERICAN WATER CO. 7 2018-210023342788 - 25 ELM ST	17.26	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00578	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023343828 396 BROAD	177.74	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00579	NJ-AME50 NJ-AMERICAN WATER CO. 8 1018-210023343910- 512 TFS	468.71	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00582	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023345237 37 CHATHAM	17.26	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00583	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023345336 - 41 CHATHAM	120.53	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00584	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023345459 CHATHAM RD	166.19	8-01-31-445-000-100 Water	10/22/18	

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10/02/18	FINANCE	18-00585	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023345565 - NEW PROV	138.04	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00587	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023345664-13 NEW PROV	208.40	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-00637	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210025811013 CONSTANTINE	43.14	8-07-55-502-004-605 Sewer Operating Water	10/22/18	
10/02/18	FINANCE	18-00641	NJ-AME50 NJ-AMERICAN WATER CO. 8 1018-210028692600 TFS POLICE	792.34	8-01-31-445-000-100 Water	10/22/18	
10/02/18	FINANCE	18-02904	NJLEAG50 NJ STATE LEAGUE OF 1 Mayors Box Luncheon	75.00	8-01-20-120-000-809 City Clerk Conf & Meetings		
10/02/18	FINANCE	18-02904	2 Women in Municipal Government	30.00	8-01-20-120-000-809 City Clerk Conf & Meetings		
			P.O. Total:	105.00			
10/02/18	FINANCE	18-02910	NJLEAG50 NJ STATE LEAGUE OF 1 2018 League Conference Badge	55.00	8-01-20-120-000-809 City Clerk Conf & Meetings	2578	
10/02/18	FINANCE	18-00106	NPSMEMER NPSM EMERGENCY SRVS COMMUN CTR 5 2018 OPERATIONS BLANKET 4TH Q	245,409.85	8-01-25-265-003-500 NPSM Emergency Services Dispatch Center	2018-SUMMIT-Q4	
10/02/18	FINANCE	18-02953	PEOTTE50 PEOTTER'S AUTO BODY INC 1 PD MVA - Car #3 DOL 8/2/18	1,442.15	T-13-56-800-018-010 Self Insurance 2018 Admin - JIF	RO 7476	
10/02/18	FINANCE	18-02954	PEOTTE50 PEOTTER'S AUTO BODY INC 1 PD MVA - Car 3 DOL 5/22/18	8,236.04	T-13-56-800-018-010 Self Insurance 2018 Admin - JIF	RO 7092	
10/02/18	FINANCE	18-02894	PORRASJU PORRAS, JUSTINA 1 REFUND SOCCER/FIELD USE	60.00	8-28-71-300-50C RT-RAP Soccer		
10/02/18	FINANCE	18-02894	2 REFUND SOCCER/FIELD USE	20.00	8-28-72-400-FUF RT-Field User Fees		
			P.O. Total:	80.00			
10/02/18	FINANCE	18-02812	PRIORTYS PRIORTY SEARCH SERVICES 1 REFUND O/P ASSMENT 2201/18	22.03	8-01-55-205-000-000 Tax Overpayments	5925	

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10/02/18	FINANCE	18-00004	PRUDENTI The Prudential Insurance 10 SEPTEMBER 2018 LIFE & ACCIDENT	349.69	T-13-56-800-018-020 Self Insurance 2018 Hlth/Dntl/Life	59712	
10/02/18	FINANCE	18-00501	PSEG1444 PSE&G 9 5 MYRTLE AVE 73 349 238 04	12.03	8-01-31-446-000-000 NATURAL GAS	09/2018	
10/02/18	FINANCE	18-00502	PSEG1444 PSE&G 10 70 304 372 09 41 CHATHAM REAR	12.03	8-01-31-446-000-000 NATURAL GAS	09/2018	
10/02/18	FINANCE	18-00503	PSEG1444 PSE&G 10 6583966700 10-A GLEN AVE PUMP	12.80	8-01-31-446-000-000 NATURAL GAS	9/11/18	
10/02/18	FINANCE	18-00504	PSEG1444 PSE&G 9 65 671 139 01 / 41 CHATHAM RD	12.03	8-01-31-446-000-000 NATURAL GAS	09/2018	
10/02/18	FINANCE	18-00648	PSEG1444 PSE&G 18 BILLING STATEMENT FOR 7 ACCTS	550.79	8-01-31-446-000-000 NATURAL GAS	503100047460	
10/02/18	FINANCE	18-00648	PSEG1444 PSE&G 19 BILLING STATEMENT FOR LIB ACCT	24.06	8-01-29-390-000-415 Library Plant Operation & Maintenance	503100047460	
			P.O. Total:	574.85			
10/02/18	FINANCE	18-02853	ROANOKE ROANOKE STAMP & SEAL CO 1 Deputy City Clerk Name Plate	14.05	8-01-20-120-000-201 City Clerk Supplies and Materials	GOV-10118	
10/02/18	FINANCE	18-02807	SODANOAP SODANO APPRAISAL SERVICES LLC 2 Appraisal Services	3,018.75	8-01-20-150-000-500 TA Contract Services Appraisers	8/29/2018	
10/02/18	FINANCE	18-02899	SOODGAUR SOOD, GAURAV 1 REFUND SOCCER	145.00	8-28-71-300-MUL RT-RAP Multi Sports Camp		
10/02/18	FINANCE	18-00500	SPECT005 SPECTROTEL HOLDING COMPANY LLC 10 ADMIN TELEPHONES 2018 - 338922	8,942.54	8-01-31-440-000-000 TELEPHONE	8760308	
10/02/18	FINANCE	18-02714	SPECTRAA SPECTRA ASSOCIATES, INC 1 Resolution paper	489.00	8-01-20-120-000-201 City Clerk Supplies and Materials	0	
10/02/18	FINANCE	18-02850	STAPLESR STAPLES ADVANTAGE CREDIT SRVCS 1 Office Supplies	115.24	8-01-20-145-000-201 CTaxes Supplies & Materials	8051324009	

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10/02/18	FINANCE	18-02890	THEUNITA THE UNITARIAN CHURCH 1 RFD PROPERTY USE ESCROW FEE	500.00	T-03-56-286-000-120 Reserved Property Use Fees	5940	
10/02/18	FINANCE	18-00647	UPS00050 UPS 6 DELIVERY SERVICE	122.86	8-01-20-100-002-201 Postage US Postage	00006991AX378	
10/02/18	FINANCE	18-02896	VELACHER VELA, CHERYLE 1 REFUND SOCCER/FIELD USE	85.00	8-28-71-300-SOC RT-RAP Soccer		
10/02/18	FINANCE	18-02896	2 REFUND SOCCER/FIELD USE	20.00	8-28-72-400-FUF RT-Field User Fees		
			P.O. Total:	105.00			
10/02/18	FINANCE	18-00865	VERIZ408 VERIZON WIRELESS 9 682164944-00001	2,444.43	8-01-31-440-000-000 TELEPHONE	9814626258	
10/02/18	FINANCE	18-00434	VERIZON1 VERIZON 10 654 793 893 0001 16	114.99	8-01-31-440-000-000 TELEPHONE	9/18/18	
10/02/18	FINANCE	18-00435	VERIZON1 VERIZON 8 154 804 795 0001 64	114.99	8-01-31-440-000-000 TELEPHONE	9/6/18	
10/02/18	FINANCE	18-00864	VERIZON1 VERIZON 8 355-470-216-0001-96	163.31	8-01-31-440-000-000 TELEPHONE	9/10/18	
10/02/18	FINANCE	18-02911	WBMAISON W.B. MASON CO, INC 1 Loose memo sheets	19.72	8-01-20-120-000-201 City Clerk Supplies and Materials	I58736393	
10/02/18	FINANCE	18-02911	2 Monthly Planner	26.78	8-01-20-120-000-201	I58736393	
10/02/18	FINANCE	18-02911	3 Green Monthly Desk Calendar	8.83	8-01-20-120-000-201 City Clerk Supplies and Materials	I58736393	
			P.O. Total:	55.33			
10/02/18	FINANCE	18-02898	WEISBROD WEISBROD, VANESSA 1 REFUND SWIM LESSONS	60.00	8-28-71-300-PSL RT-RAP Private Swim Lessons		
10/02/18	FINANCE	18-00326	WESTER33 WESTERN PEST SERVICE 10 240533 September pest control	88.50	8-01-29-390-000-415 Library Plant Operation & Maintenance	4820885B	
10/02/18	FINANCE	18-01664	WOLFEDIA WOLFE, DIANE 22 WEEK ENDING 9/14	629.00	T-03-56-286-000-105	9/10 - 9/14	

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Reserved for POAA							
10/02/18	FINANCE	18-01021	WORRAL33 WORRALL COMMUNITY NEWSPAPERS 36 OBS Summit Synopsis Audit 2017	187.48	8-01-20-120-000-210 City Clerk Advertising	164163	
10/02/18	FINANCE	18-01021	37 CA Maraziti Falcon, LLP	27.25	8-01-20-120-000-210 City Clerk Advertising	164161	
			P.O. Total:	214.73			
WORRAL33 WORRALL COMMUNITY NEWSPAPERS							
10/02/18	FINANCE	18-02905	1 Mount Laurel Hearing	101.24	T-19-56-800-000-001 Affordable Housing Trust Fund	165264	
10/02/18	FINANCE	18-02935	WORRAL33 WORRALL COMMUNITY NEWSPAPERS 1 101k Parking improvements	40.48	C-08-31-068-100-020 3168 Parking Lot Maintenance	157043	
			Total for Batch: FINANCE	357,446.39			
AQUAFR AQUA FRESCA AND JAVA							
10/02/18	GSERVICE	18-02919	1 2177273 Water Cooler Rental	125.00	8-01-28-370-003-201 FAC Supplies and Materials	2177273	
10/02/18	GSERVICE	18-02991	BUTTGEOR BUTT, GEORGE 1 SR. OVERNIGHT QUARTERLY REFUND	18.75	8-09-08-503-000 Parking Revenues (Refunds)	10/2/18	
10/02/18	GSERVICE	18-01475	CRYSTALS CRYSTAL SPRINGS 5 water cooler for office	25.46	8-09-55-502-001-201 Parking Supplies and Materials	17229425082118	
10/02/18	GSERVICE	18-02859	DAK DAKTRONICS, INC. 1 6801009 Scoreboard Repair	971.25	8-28-72-400-FUF-EXP Field User Fees Expenditures	6801009	
10/02/18	GSERVICE	18-02933	DAVIDSTO STORY, DAVID 1 2018 Soccer Referee Payment	240.00	8-28-71-300-SOC-PGM RT-RAP Soccer		
10/02/18	GSERVICE	18-02984	FRASSO50 F R ASSOCIATES 1 2019 Maintenance Contract	1,600.00	T-12-56-800-000-001 Animal Control	12613-B	
10/02/18	GSERVICE	18-02886	HANOVE66 HANOVER SUPPLY CO INC 1 Plumbing materials & fixtures	119.36	C-04-30-066-00A-063 3066 Cornog Field House Upgrade	W222988	
10/02/18	GSERVICE	18-02886	2 Plumbing materials & fixtures	940.57	C-04-29-050-00A-002 2950 - Cornog Field House Doors	W222385	
10/02/18	GSERVICE	18-02886	3 Plumbing materials & fixtures	816.84	C-04-29-050-00A-002 2950 - Cornog Field House Doors	W222454	
			P.O. Total:	1,876.77			

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10/02/18	GSERVICE	18-02907	HANOVE66 HANOVER SUPPLY CO INC 1 W224313 Ball Valve Plumbing	68.28	8-01-28-370-003-402 FAC Building Maintenance	W224313	
10/02/18	GSERVICE	18-02992	HAVEN HAVEN SAVINGS BANK 1 SMARTCARD 16154 REFUND	332.25	8-09-08-503-000 Parking Revenues (Refunds)	10/2/18	
10/02/18	GSERVICE	18-02987	HELLERWE HELLER WEALTH ADVISORS 1 PRO-RATED EMPLOYEE REFUND	252.00	8-09-08-503-000 Parking Revenues (Refunds)	10-2-18	
10/02/18	GSERVICE	18-02930	HOCOLLEE HO, COLLEEN 1 2018 Soccer Referee Payment	300.00	8-28-71-300-SOC-PGM RT-RAP Soccer		
10/02/18	GSERVICE	18-02945	HOMED66 HOME DEPOT CREDIT SERVICE 1 Pool closing supplies	412.71	8-01-28-370-003-201 FAC Supplies and Materials	09151516392	
10/02/18	GSERVICE	18-02980	HOMED66 HOME DEPOT CREDIT SERVICE 1 Misc. Supplies DCP	18.32	8-01-28-370-002-402 Golf Building Maintenance	09151535871	
10/02/18	GSERVICE	18-02993	HOWARDEI HOWARD, EILEEN 1 SMARTCARD 16119 REFUND	73.00	8-09-08-503-000 Parking Revenues (Refunds)	10/2/18	
10/02/18	GSERVICE	18-02928	HUFFMAN HUFFMAN III, MINOR 1 2018 Soccer Referee Payment	300.00	8-28-71-300-SOC-PGM RT-RAP Soccer		
10/02/18	GSERVICE	18-01465	INTEGRITS INTEGRATED TECHNICAL SYSTEMS 6 Digital Iris August	2,340.00	8-09-55-502-001-310 Parking Electronic Costs	YE4174	
10/02/18	GSERVICE	18-02885	INTERPOR INTERPORT CONTAINER SOLUTIONS 1 SCC Ongoing Rental Oct-Dec '18	600.00	T-03-56-286-DCP-010 DCP Community Center Other	4003811 Expenses	
10/02/18	GSERVICE	18-00368	JCPLO050 JCP&L 9 100005180201 NJ DOT LOT	103.68	8-09-55-502-001-520 Parking Electricity	95515541640	
10/02/18	GSERVICE	18-00373	JCPLO050 JCP&L 7 100005441132 189 River Road	241.76	8-01-31-430-000-GLF Electricity - Golf Course	7/18	
10/02/18	GSERVICE	18-00382	JCPLO050 JCP&L 9 100007664368 301 BROAD	2,081.25	8-09-55-502-001-520	95655435300	

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Parking Electricity						
10/02/18	GSERVICE	18-00390	JCPL0050 JCP&L 10 100051492492 MORRIS AVE LOT	121.19	8-09-55-502-001-520 Parking Electricity	95395610593
10/02/18	GSERVICE	18-00392	JCPL0050 JCP&L 10 100060906920 CEDAR STREET	5.38	8-09-55-502-001-520 Parking Electricity	95655435314
10/02/18	GSERVICE	18-00409	JCPL0050 JCP&L 8 100084439627 100 Ashwood Ave.	3,301.23	8-01-31-430-000-FAC Electricity - Family Aquatic Center	7/18
10/02/18	GSERVICE	18-02985	JCPL0050 JCP&L 1 DISCONNECT/CONNECT 100 MORRIS	1,001.00	8-01-31-430-000-100 Electricity	90579078
10/02/18	GSERVICE	18-02988	JKESTCOM J. KEST & COMPANY 1 PRO-RATED EMPLOYEE REFUND	91.00	8-09-08-503-000 Parking Revenues (Refunds)	10-2-18
10/02/18	GSERVICE	18-02200	JOHNNYON JOHNNY ON THE SPOT, LLC 1 441582 Restroom Rentals	321.90	C-04-29-050-00A-002 2950 - Cornog Field House Doors	
10/02/18	GSERVICE	18-02200	2 447918 Credit	136.97-	C-04-29-050-00A-002 2950 - Cornog Field House Doors	
10/02/18	GSERVICE	18-02200	3 448362 Restroom Rental	570.00	C-04-29-050-00A-002 2950 - Cornog Field House Doors	
10/02/18	GSERVICE	18-02200	4 453150 Damage Waiver	26.90	C-04-29-050-00A-002 2950 - Cornog Field House Doors	
10/02/18	GSERVICE	18-02200	5 460113 Restroom Rental	570.00	C-04-29-050-00A-002 2950 - Cornog Field House Doors	
10/02/18	GSERVICE	18-02200	6 465178 Damage Waiver 6/20-7/17	26.90	C-04-29-050-00A-002 2950 - Cornog Field House Doors	
10/02/18	GSERVICE	18-02200	7 payment applied 4/10/18	150.10-	C-04-29-050-00A-002 2950 - Cornog Field House Doors	
			P.O. Total:	1,228.63		
10/02/18	GSERVICE	18-02273	JOHNNYON JOHNNY ON THE SPOT, LLC 1 0000472249 Restroom Rental	570.00	8-01-28-370-005-500 CP Contract Services	0000472249
10/02/18	GSERVICE	18-02990	KALABKRI KALAB, KRISTINIANA 1 PRO-RATED OVERNIGHT REFUND	25.00	8-09-08-503-000 Parking Revenues (Refunds)	10/2/18
10/02/18	GSERVICE	18-02909	MGLFOR50 MGL PRINTING SOLUTIONS 1 Sign/Return Labels - Red	28.00	8-01-28-370-002-201 Golf Supplies and Materials	157592
10/02/18	GSERVICE	18-02909	2 Shipping	10.00	8-01-28-370-002-201	157592

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				P.O. Total:	38.00	Golf Supplies and Materials	
10/02/18	GSERVICE	18-01910	NATSEC50 NATIONAL SECURITY ASSURANCE CO 1 Background check for Camp	38.00	8-28-71-300-SUM-CAM RT-RAP Summer Camp	2956	
10/02/18	GSERVICE	18-02914	NATSEC50 NATIONAL SECURITY ASSURANCE CO 1 Background Check for Football	19.00	8-28-71-300-FTB-PGM RT-RAP Football	2956	
10/02/18	GSERVICE	18-00589	NESTLERR READYREFRESH BY NESTLE 10 08I10447208521 Water 5 Myrtle	23.92	8-01-28-370-005-201 CP Supplies and Materials	9/18	
10/02/18	GSERVICE	18-00570	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023002769 4 MORRIS CT	173.22	8-01-31-445-000-100 Water	10/22/18	
10/02/18	GSERVICE	18-00571	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023341891 100 MORRIS	156.64	8-01-31-445-000-100 Water	10/22/18	
10/02/18	GSERVICE	18-00577	NJ-AME50 NJ-AMERICAN WATER CO. 5 1018-210023343187 85 LARNED RD	159.10	8-01-31-445-000-100 Water	10/22/18	
10/02/18	GSERVICE	18-00580	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210023344029 80 BUTLER	127.57	8-01-31-445-000-100 Water	10/22/18	
10/02/18	GSERVICE	18-00631	NJ-AME50 NJ-AMERICAN WATER CO. 6 1018-210023345862 HILLVIEW TER	50.17	8-01-31-445-000-100 Water	10/22/18	
10/02/18	GSERVICE	18-00634	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210024652549 85 LARNED IR	1,474.78	8-01-31-445-000-100 Water	10/22/18	
10/02/18	GSERVICE	18-00640	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018-210027063599 683 SPRNGFLD	306.89	8-01-31-445-000-100 Water	10/22/18	
10/02/18	GSERVICE	18-01394	NJ-AME50 NJ-AMERICAN WATER CO. 7 1018210023341990 100 Ashwood	2,255.72	8-01-31-445-000-FAC Water - Family Aquatic Center	8/18	
10/02/18	GSERVICE	18-02965	NJRPA066 NJRPA 1 NJRPA Workshop	220.00	8-01-28-370-005-808 CP Personal Expenses	00237/36/38/39	

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			NJSUBURB NJ SUBURBAN YOUTH FOOTBALL				
10/02/18	GSERVICE	18-02927	1 2018 League Fee	1,360.00	8-28-71-300-FTB-PGM RT-RAP Football		
10/02/18	GSERVICE	18-02927	2 2018 Referee Fees	2,925.00	8-28-71-300-FTB-PGM RT-RAP Football		
			P.O. Total:	4,285.00			
			POTTERAR POTTER ARCHITECTS LLC				
10/02/18	GSERVICE	17-01430	24 Invoice 16-039-24 SCC	8,333.00	C-04-26-060-00A-000 2660A - IMPROVEMENT FACILITIES & GROUNDS	16-039-24	
			PRECISEM PRECISION ELECTRIC MOTOR WORKS				
10/02/18	GSERVICE	18-02946	1 Various Motor / Pump Repair	2,734.00	8-01-28-370-003-700 FAC Equipment	RI29368 RI29369	
			QUALIT25 QUALITY AUTOMOTIVE CO.				
10/02/18	GSERVICE	18-01402	2 614046 Sealed Beam	11.50	8-01-28-370-002-405 Golf Vehicle Maintenance	614046	
			RIDDEL RIDDELL - ALL AMERICAN				
10/02/18	GSERVICE	18-02341	1 Footballs and Football Equipt.	9,956.70	8-28-71-300-FLG-FTB RT-RAP Flag Football	38224	
			ROBERTSC ROBERTS, SCOTT B				
10/02/18	GSERVICE	18-02931	1 2018 Soccer Referee Payment	240.00	8-28-71-300-SOC-PGM RT-RAP Soccer		
			SABEHDEN SABEH, DENISE				
10/02/18	GSERVICE	18-02989	1 DEFOREST LOT #2 REFUND	15.00	8-09-08-503-000 Parking Revenues (Refunds)	10/2/18	
			STANDELE STANDARD ELEVATOR CORPORATION				
10/02/18	GSERVICE	18-02829	1 bsg elevator-tripped smk heads	495.00	8-09-55-502-001-402 Parking Building Maintenance	99419	
			STORRT50 STORR TRACTOR CO				
10/02/18	GSERVICE	18-02908	1 811073 Blade -Flat	118.65	8-01-28-370-002-203 Golf Equipment Maintenance Supplies	811073	
			SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO				
10/02/18	GSERVICE	18-02981	1 Long Field Wiring Upgrade	315.00	8-28-72-400-FUF-EXP Field User Fees Expenditures	51486	
			TOWNOF50 TOWN OF WESTFIELD				
10/02/18	GSERVICE	18-01787	4 2018 HEALTH SERVICES 3RD QTR	27,748.50	8-01-27-330-000-501 BOH Town of Westfield Agreement	9/12/18	
			VERIZ408 VERIZON WIRELESS				
10/02/18	GSERVICE	18-01466	6 pay station Modems	1,501.66	8-09-55-502-001-310 Parking Electronic Costs	9813384696	

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			VERIZ408 VERIZON WIRELESS				
10/02/18	GSERVICE	18-01521	13 PEO Tablets	496.13	8-09-55-502-001-403 Parking Equipment Maintenance	9813839285	
10/02/18	GSERVICE	18-01521	14 Cell Phones	618.00	8-09-55-502-001-521 Parking Telephone Cell Phone	9813839285	
			P.O. Total:	1,114.13			
			VILLAGES VILLAGE SUPER MARKET, INC.				
10/02/18	GSERVICE	18-00021	9 02940231279 Snacks STFC	63.92	8-28-71-300-FUN-CLB RT-RAP Share The Fun! Club	02940231279	
			VILLAGES VILLAGE SUPER MARKET, INC.				
10/02/18	GSERVICE	18-00674	4 02940478650 Senior Breakfast	144.83	8-28-71-200-SEN-PGM RT-RAP Senior Programs	02940478650	
			VILLAGES VILLAGE SUPER MARKET, INC.				
10/02/18	GSERVICE	18-02906	1 02940113819 Milk Bones/Bags	14.48	8-28-71-200-DOG-DIP RT-RAP Doggie Dip	02940113819	
			VLAS VLASS, KEN				
10/02/18	GSERVICE	18-02929	1 2018 Soccer Referee Payment	300.00	8-28-71-300-SOC-PGM RT-RAP Soccer		
			WATERS WATER SAFETY PRODUCTS, INC.				
10/02/18	GSERVICE	18-02913	1 183387 Missing Shipping	30.12	8-01-28-370-003-801 FAC Clothing Purchase/Cleaning	183387	
			WBMASON W.B. MASON CO, INC				
10/02/18	GSERVICE	18-02681	1 Janitorial Supplies	323.93	8-01-28-370-003-402 FAC Building Maintenance	I58082450	
			WBMASON W.B. MASON CO, INC				
10/02/18	GSERVICE	18-02793	1 Markers and Post-its	34.86	8-01-28-370-002-201 Golf Supplies and Materials	I58360577	
			WBMASON W.B. MASON CO, INC				
10/02/18	GSERVICE	18-02918	1 office supplies	358.68	8-01-27-330-000-300 BOH Office Services	I58793310	
			WBMASON W.B. MASON CO, INC				
10/02/18	GSERVICE	18-02950	1 Signature Stamper	18.38	8-01-28-370-002-201 Golf Supplies and Materials	I58880510	
			WILLE005 WILLECKE, FRED				
10/02/18	GSERVICE	18-02932	1 2018 Soccer Referee Payment	240.00	8-28-71-300-SOC-PGM RT-RAP Soccer		
			Total for Batch: GSERVICE	81,764.26			
			ATLAN ATLANTIC TACTICAL OF NJ INC				
10/02/18	SAFETY	17-02295	5 Rifle Order	1,461.43	C-04-31-041-00B-520	SQ-80546630	

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3141B PD Weapon Replacement							
10/02/18	SAFETY	18-01036	ATLAN ATLANTIC TACTICAL OF NJ INC 1 Rifle Order	3,429.85	C-04-31-041-00B-520 3141B PD Weapon Replacement	SQ-80546630	
10/02/18	SAFETY	18-00268	AUTOSUPA AUTOMATIC SUPPRESSION & ALARM 2 Renovation Project- Phase I	1,570.00	C-04-30-084-00A-010 3084A PD Reconfigure Dispatch Area	43152	
10/02/18	SAFETY	18-01201	CAMPBE40 CAMPBELL SUPPLY CO LLC 1 REPAIR OIL LEAK ON ENGINE 3	555.22	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)	R012004022:01	
10/02/18	SAFETY	18-01930	CANONUSA CANON USA INC (FD) 3 COPIER USAGE FEE #RXR00812	36.24	8-01-25-265-000-500 Fire Contract Services	R12969027	
10/02/18	SAFETY	18-02878	CHATNAPA CHATHAM NAPA 1 VEH MAINT ORDERS JAN THRU FEB	790.40	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)	92	
10/02/18	SAFETY	18-02878	CHATNAPA CHATHAM NAPA 2 VEH MAINT ORDER 8-7-18	114.85	8-01-25-265-000-705 Fire Trucks (Vehicle Maintenance)	92	
			P.O. Total:	905.25			
10/02/18	SAFETY	18-00451	COMCA840 COMCAST CABLE COMMUNICATIONS 3 Comcast Services Contract	150.00	8-01-25-240-000-500 POL Contract Svcs		
10/02/18	SAFETY	18-02881	CONVERGE CONVERGEONE, INC 1 A/C SPSSDUMMFIRE0001 OCT SERV	225.20	8-01-31-440-000-000 TELEPHONE	1530704	
10/02/18	SAFETY	18-02780	COUNTY32 COUNTY OF UNION (printing) 1 Envelopes	35.42	8-01-25-240-000-301 POL Printing	18000634	
10/02/18	SAFETY	18-02406	COUNTY48 COUNTY OF UNION (printing) 1 Primary Election Costs	2,741.88	8-01-20-120-000-214 City Clerk Election Expense	18000522	
10/02/18	SAFETY	18-02406	COUNTY48 COUNTY OF UNION (printing) 2 Primary Election Costs	1,351.45	8-01-20-120-000-214 City Clerk Election Expense	18000522	
			P.O. Total:	4,093.33			
10/02/18	SAFETY	18-02883	CRYSTALS CRYSTAL SPRINGS 1 WATER DELIVERY BALANCE	3.78	8-01-25-265-000-500 Fire Contract Services	16765992 083118	
10/02/18	SAFETY	18-02883	CRYSTALS CRYSTAL SPRINGS 2 A/C 735288216765992	0.00	8-01-25-265-000-500 Fire Contract Services	16765992 083118	
			P.O. Total:	3.78			

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10/02/18	SAFETY	18-02801	DRAEGE50 DRAEGER, INC. 1 Alcotest Simulator Solution	136.34	G-02-25-822-013-110 2013 DDEF Clearing	5950399636
10/02/18	SAFETY	18-02801	2 Alcotest Simulator Solution	103.66	G-02-25-822-015-110 2015 DDEF Clearing	5950399636
			P.O. Total:	240.00		
10/02/18	SAFETY	18-01850	EMILCO50 EMILCOTT ASSOCIATES, INC. 1 FIREFIGHTERS - FIT TESTING	220.00	8-01-25-265-000-500 Fire Contract Services	180556
10/02/18	SAFETY	18-02784	FBI FBINAA-NJ 1 FBINAA Annual Conference	700.00	8-01-25-240-000-804 POL Training & Seminars	18-58
10/02/18	SAFETY	18-02804	FBI FBINAA-NJ 1 3rd Quarter Meeting	45.00	8-01-25-240-000-804 POL Training & Seminars	9/14/18
10/02/18	SAFETY	18-02882	HANOVE66 HANOVER SUPPLY CO INC 1 PARTS FOR REPAIR UPST BTHRM	235.30	8-01-25-265-000-402 Fire Building Maintenance	W223781
10/02/18	SAFETY	18-02941	HOMEDE66 HOME DEPOT CREDIT SERVICE 1 BOTTLED WATER - IMBIMBO	24.80	8-01-25-265-000-201 Fire Supplies and Materials	5022153
10/02/18	SAFETY	18-00403	JCPL0050 JCP&L 10 100064741075 MORRIS & SUMMIT	43.12	8-01-31-430-000-100 Electricity	95565505055
10/02/18	SAFETY	18-02776	MYRONC50 MYRON CORP. 1 Crowne Triple Function Pens	178.27	8-01-25-240-000-800 POL Employee Support	111413993
10/02/18	SAFETY	18-02727	NATION33 NATIONAL FIRE PROTECTION ASSN 1 FPW BOX FOR 500 - PKG518	900.95	8-01-25-265-000-201 Fire Supplies and Materials	PKG518
10/02/18	SAFETY	18-02728	NATION33 NATIONAL FIRE PROTECTION ASSN 1 LEAD MEMBERSHIP - 1 YEAR	1,575.00	T-16-56-800-000-001 Fire Prevention	7326924Y
10/02/18	SAFETY	18-02728	2 ID # 350865	0.00	T-16-56-800-000-001 Fire Prevention	7326924Y
			P.O. Total:	1,575.00		
10/02/18	SAFETY	18-01601	NEWJER36 NEW JERSEY FIRE EQUIPMENT COMP 6 BENCH TEST POSI CHECK/WRITTEN	124.40	8-01-25-265-000-700	58114

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Fire Equipment							
10/02/18	SAFETY	18-02783	NEWJER66 NJ STATE ASSOC CHIEF OF POLICE 1 Annual Training Conference	365.00	8-01-25-240-000-804 POL Training & Seminars		
10/02/18	SAFETY	18-02777	PRINTME PRINT MEDIA LLC 1 Business Cards for Werthmann	110.00	8-01-25-240-000-301 POL Printing	20149	20192
10/02/18	SAFETY	18-00444	QUALIT25 QUALITY AUTOMOTIVE CO. 8 Car 9- Vehicle Maintenance	116.71	8-01-25-240-000-703 POL Vehicle Maintenance	611567	
10/02/18	SAFETY	18-02779	QUIKTEKS QUIKTEKS LLC 1 Patrol Car MDT Project	540.00	8-01-25-240-000-500 POL Contract Svcs	23804	
10/02/18	SAFETY	18-01722	RJCONT50 R & J CONTROL INC 5 WORK TICKET 95289 PM EMER GENE	335.00	8-01-25-265-000-500 Fire Contract Services	218005296	
10/02/18	SAFETY	18-02826	SAMZIESU SAMZIE'S UNIFORMS 1 ELBECO UFX POLO SHIRTS	194.00	8-01-25-240-000-803 POL Clothing Allowance	108769	
10/02/18	SAFETY	18-01412	SUMMIT16 SUMMIT CAR WASH 3 Vehicle Washes	650.00	8-01-25-240-000-703 POL Vehicle Maintenance	0305	
10/02/18	SAFETY	18-02736	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO 1 8-20 & 8-14-18 Pickup of bulbs	172.94	8-01-25-265-000-402 Fire Building Maintenance	50402-1	50217-1
10/02/18	SAFETY	18-02835	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO 1 ORDER # 54578 - FLOOD LIGHTS	153.44	8-01-25-265-000-402 Fire Building Maintenance	50402-1	
10/02/18	SAFETY	18-02782	THEPENN5 THE PENNSYLVANIA STATE UNIV. 1 Field Training Officer School	450.00	8-01-25-240-000-804 POL Training & Seminars	116013	
10/02/18	SAFETY	18-02787	THOMPS32 THOMPSON SPORTING GOODS INC 1 Supporter Gear	155.00	8-01-25-240-000-800 POL Employee Support	47453	
10/02/18	SAFETY	18-00432	VERIZON1 VERIZON 8 552 031 077 0001 95 FD BLANKET	116.99	8-01-31-440-000-000 TELEPHONE	09/09/18	
10/02/18	SAFETY	18-02480	VERIZON1 VERIZON 2 Verizon Fios	900.00	8-01-25-240-000-500		

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POL Contract Svcs							
10/02/18	SAFETY	18-02346	WESTER66 WESTERN TERMITE & PEST CONTROL 1 ACCT 237907 TERMITE TREATMENT	227.50	8-01-25-265-000-500 Fire Contract Services	237907	
10/02/18	SAFETY	18-02940	ZAPPIA50 ZAPPIA'S 1 ORDER FOR 9-11-2018	297.40	8-01-25-265-000-804 Fire Training & Seminars	4141,747	
10/02/18	SAFETY	18-02475	ZAPPIASB ZAPPIA'S BRICK OVEN LLC 1 Youth Academy Lunches	317.85	T-03-56-286-000-074 Reserve for Youth Academy	428018-1	
Total for Batch: SAFETY				21,854.39			
ABB ABB, INC.							
10/02/18	WORKS	18-02813	1 ANNUAL METER CALIBRATION	2,904.00	8-07-55-502-004-500 Sewer Operating Contract Services	7103719676	
10/02/18	WORKS	18-02788	ACMEDIES ACME DIESEL ELECTRIC INC 2 VEH #43 #316843	365.00	8-07-55-502-004-405 Sewer Operating Vehicle Maintenance	316843	
10/02/18	WORKS	18-01790	AIRBRA50 AIR BRAKE EQUIPMENT 14 VEH #39 #294672	232.48	8-01-26-315-000-601 Garage RRM Equipment Maintenance	29462	
10/02/18	WORKS	18-01790	15 VEH #68 #C294673	378.24	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	C294673	
P.O. Total:				610.72			
AQUAFR AQUA FRESCA AND JAVA							
10/02/18	WORKS	18-00546	15 WATER COOLER RENTALS CITY HALL	600.00	8-01-20-100-006-204 Municipal Purchasing Office Water	1000019	
10/02/18	WORKS	18-02880	ARGENT50 ARGENT CONTRACTING CO INC 2 REPAIRED LEAK #I2737	425.00	8-01-26-310-000-412 PB&G Repairs - 512 Springfield City Hall	I2737	
10/02/18	WORKS	18-00665	ARMPCO50 ARMPCO OFFICE MACHINES, INC. 8 METER READING #IN10663	52.40	8-01-32-465-000-701 CS Equipment	IN10663	
10/02/18	WORKS	18-00664	ATRAJANI ATRA JANITORIAL SUPPLY CO. INC 5 VARIOUS SUPPLIES #51409	504.61	8-01-26-310-000-201 PB&G Supplies and Materials	51409	
10/02/18	WORKS	18-00664	6 VARIOUS SUPPLIES #53257	831.86	8-01-26-310-000-201 PB&G Supplies and Materials	53257	
P.O. Total:				1,336.47			

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10/02/18	WORKS	18-02827	BALDMAT BALDWIN, MATTHEW J 1 BASIC PESTICIDE TRAINING	99.00	8-01-28-375-000-809 P&ST Conferences & Meetings		BPT061218-1
10/02/18	WORKS	18-00878	CANONB66 CANON BUSINESS SOLUTIONS-EAST 9 COPIER MAINTENANCE #4026518884	60.34	8-01-32-465-000-201 CS Supplies and Materials		4026518884
10/02/18	WORKS	18-01147	CHATHA40 CHATHAM LAWNMOWER SERVICE, INC 12 VARIOUS SUPPLIES #173086	195.64	8-01-26-315-000-609 Garage RPST Equipment Maintenance		173086
10/02/18	WORKS	18-02285	CONFIR50 CONFIRE'S FIRE PROTECTION SRVC 2 EXTINGUISHER INSP #0259665-IN	96.30	8-01-26-306-000-402 TS Building Maintenance		0259665-IN
10/02/18	WORKS	18-02162	DONOF D'ONOFRIO & SON INC 5 LANDSCAP MAINT CITY PROP 27078	3,990.00	8-01-28-375-000-504 P&ST Contracted Grounds Maintenance		27078
10/02/18	WORKS	18-02485	DREYER50 DREYER'S LUMBER & HARDWARE INC 2 5/4X6X12' RED MAHOGANY #679335	137.85	8-01-29-401-000-200 Downtown Maintenance - OE		679335
10/02/18	WORKS	18-02683	DREYER50 DREYER'S LUMBER & HARDWARE INC 2 EXTENTION CORD #677817	39.99	G-02-26-801-014-013 2013 Recycling Tonnage Grant		677814
10/02/18	WORKS	18-01867	ENVIRO44 ENVIRONMENTAL RENEWAL, L.L.C. 10 DISPOSAL CHARGE #279262	150.00	8-01-26-308-000-200 Disposal Charges		279262
10/02/18	WORKS	18-01867	11 DISPOSAL CHARGE #279616	150.00	8-01-26-308-000-200 Disposal Charges		279616
10/02/18	WORKS	18-01867	12 DISPOSAL CHARGE #280003	150.00	8-01-26-308-000-200 Disposal Charges		280003
			P.O. Total:	450.00			
10/02/18	WORKS	18-01142	FBASSOJR F BASSO JR RUBBISH REMOVAL INC 10 CURBSIDE RECYCLING #0818-8019	19,001.66	8-01-26-305-001-512 Recycling Curbside Collection		0818-8019
10/02/18	WORKS	18-01663	FISCHE20 FISCHER CONTRACTING, INC 5 Plymouth Road Improvement Proj	18,914.62	C-04-31-044-100-010 3144 City Portion Local Improvements		PAYMENT#3/FINAL
10/02/18	WORKS	18-00898	FLOORMAT FLOOR MAT MANAGEMENT, INC 7 FLOOR MAT SERV #1068	208.00	8-01-26-310-000-201 PB&G Supplies and Materials		1068
10/02/18	WORKS	18-00898	8 FLOOR MAT SERV #1467	292.00	8-01-26-310-000-201 PB&G Supplies and Materials		1467
10/02/18	WORKS	18-00898	9 FLOOR MAT SERV #1564	292.00	8-01-26-310-000-201		1564

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			P.O. Total: <u>792.00</u>					
			PB&G Supplies and Materials					
10/02/18	WORKS	18-02711	GABRIELL GABRIELLI KENWORTH OF NJ, LLC. 2 VEH #585 #118292RP	388.98	8-01-26-315-000-616 Garage COMPOST Vehicle Maintenance	118292RP		
10/02/18	WORKS	18-02743	GABRIELL GABRIELLI KENWORTH OF NJ, LLC. 2 VEH #18 #135049DP	229.00	8-01-26-315-000-601 Garage RRM Equipment Maintenance	135049DP		
10/02/18	WORKS	18-02848	GALLELLA GALLELLI, ALDO 1 SUB. COVERAGE FOR ELECT. INSPT	225.00	8-18-00-701-000-104 UCC Overtime	8/27/18		
10/02/18	WORKS	18-02546	GRASSR50 GRASS ROOTS, TURF PRODUCTS INC 3 MILORGANITE #829281	77.80	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	829281		
10/02/18	WORKS	18-02546	4 ATHLETIC WHITE #829282	228.00	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	829282		
			P.O. Total: <u>305.80</u>					
10/02/18	WORKS	18-00924	HANOVE66 HANOVER SUPPLY CO INC 19 SUPPLIES #W221995	31.76	8-01-26-310-000-201 PB&G Supplies and Materials	W221995		
10/02/18	WORKS	18-00924	20 SUPPLIES #W223092	102.00	8-01-26-310-000-412 PB&G Repairs - 512 Springfield City Hall	W223092		
10/02/18	WORKS	18-00924	21 SUPPLIES #W223910	154.67	8-01-26-310-000-420 PB&G Repairs - ButlerPkwy/Tatlock Fldhs	W223910		
			P.O. Total: <u>288.43</u>					
10/02/18	WORKS	18-02923	HANOVE66 HANOVER SUPPLY CO INC 2 VARUOUS SUPPLIES #W222905	110.40	8-07-55-502-004-492 Sewer Operating Pumps Maintenance	W222905		
10/02/18	WORKS	18-02923	3 VARUOUS SUPPLIES #W222904	4.41	8-07-55-502-004-492 Sewer Operating Pumps Maintenance	W222904		
			P.O. Total: <u>114.81</u>					
10/02/18	WORKS	18-02268	JACKDOHE JACK DOHENY COMPANIES INC 4 VEH #48 #C14946	225.00	8-07-55-502-004-405 Sewer Operating Vehicle Maintenance	C14946		
10/02/18	WORKS	18-00367	JCPL0050 JCP&L 12 100004835532 NEW PROV AVE SWR	540.12	8-07-55-502-004-601 Sewer Operating Pumps Electricity	95505548654		
10/02/18	WORKS	18-00375	JCPL0050 JCP&L 10 100005845241 CITY HALL	822.96	8-01-31-435-000-000	95166039260		

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STREET LIGHTING							
10/02/18	WORKS	18-00376	JCPL0050 JCP&L 10 100005845282 CITY HALL	10,504.25	8-01-31-435-000-000 STREET LIGHTING	95275881066	
10/02/18	WORKS	18-00378	JCPL0050 JCP&L 10 100005845548 CITY FLOOD LIGHTS	37.31	8-01-31-435-000-000 STREET LIGHTING	95166039261	
10/02/18	WORKS	18-01072	JEFFRE75 JEFFREY R SURENIAN & ASSOC LLC 7 Affordable Housing Svcs June	1,459.25	T-19-56-800-000-001 Affordable Housing Trust Fund		JUNE 2018
10/02/18	WORKS	18-02201	JESCOI50 JESCO INC 5 VEH #21 MAINT #S54105	937.50	8-01-26-315-000-601 Garage RRM Equipment Maintenance		S54105
10/02/18	WORKS	18-01795	KOMATSU F AND M EQUIPMENT, LTD 10 VEH #549 #P30441	100.95	8-07-55-502-004-403 Sewer Operating Equipment Maintenance		P30441
10/02/18	WORKS	18-02790	LACALEQU LACAL EQUIPMENT INC 2 VEH #18 MAINT #0287278-IN	612.00	8-01-26-315-000-601 Garage RRM Equipment Maintenance		0287278-IN
10/02/18	WORKS	18-02134	METROH50 METRO HYDRAULIC JACK CO OF NJ 5 Veh Maint #210505	325.00	8-01-26-315-000-700 Garage Fuel System Equipment Maintenance		210505
10/02/18	WORKS	18-01879	MORRISPL MORRIS PLAINS SHOES 22 SHOES- S. LIBERATO #004616	175.00	8-01-26-300-000-801 PW Clothing Purchase/Cleaning		004616
10/02/18	WORKS	18-01140	NATIONFU NATIONAL FUEL OIL INC 9 GASOLINE #17349	3,146.35	8-01-31-460-000-000 GASOLINE		17349
10/02/18	WORKS	18-00863	NESTLERR READYREFRESH BY NESTLE 8 0425994928 DCS WATER 2018	73.68	8-01-32-465-000-201 CS Supplies and Materials		18I0425994928
10/02/18	WORKS	18-02467	NJAFM NJ ASSC FLOOD PLANE MANAGERS 1 2018 NJAFM Annual Conference	600.00	8-01-20-165-000-809 Eng Conferences Meetings and Training		98-14-1-B738
10/02/18	WORKS	18-02887	NJRPA066 NJRPA 1 Course Registration-J. Guanill	625.00	8-01-32-465-000-804 CS Training & Seminars		00128
10/02/18	WORKS	18-02799	NJSOCI50 NJ SOCIETY OF MUNICIPAL ENGINE 1 General Membership Mtng-10027	150.00	8-01-20-165-000-809		10027

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Eng Conferences Meetings and Training							
10/02/18	WORKS	18-01835	PEOTTE50 PEOTTER'S AUTO BODY INC 2 VEH #11 MAINT RO#7005	2,708.54	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	7005	
10/02/18	WORKS	18-01117	POWERC66 POWERCO INC 12 Veh/Eqp Maint #39 #PP75105	247.56	8-01-26-315-000-601 Garage RRM Equipment Maintenance	PP75105	
10/02/18	WORKS	18-01117	13 Veh/Eqp Maint #150 #PP75102	79.93	8-01-26-315-000-609 Garage RPST Equipment Maintenance	PP75102	
10/02/18	WORKS	18-01117	14 Veh/Eqp Maint #49 #PP74322	238.80	8-07-55-502-004-403 Sewer Operating Equipment Maintenance	PP74322	
10/02/18	WORKS	18-01117	15 Veh/Eqp Maint #48 #PP75106	60.00	8-07-55-502-004-405 Sewer Operating Vehicle Maintenance	PP75106	
			P.O. Total:	626.29			
10/02/18	WORKS	18-02830	PRINTME PRINT MEDIA LLC 1 Code Enforcement Printing	174.00	8-01-22-195-000-301 CE Printing	20171	
10/02/18	WORKS	18-00201	QUALIT25 QUALITY AUTOMOTIVE CO. 7 Veh. Maintenance veh# 203	5.97	8-18-00-701-000-405 UCC Vehicle Maintenance	613159	
10/02/18	WORKS	18-00201	8 Veh. Maintenance veh# 200	6.05	8-18-00-701-000-405 UCC Vehicle Maintenance	613327	
			P.O. Total:	12.02			
10/02/18	WORKS	18-00934	QUALIT25 QUALITY AUTOMOTIVE CO. 417 Recyc Dumpster #612129	142.70	8-01-26-315-000-604 Garage RECYCLING Equipment Maintenance	612129	
10/02/18	WORKS	18-00934	418 Recyc Dumpster #612079	55.00	8-01-26-315-000-604 Garage RECYCLING Equipment Maintenance	612079	
10/02/18	WORKS	18-00934	419 Transfer Dumpster #611521	95.90	8-01-26-315-000-605 Garage TS Equipment Maintenance	611521	
10/02/18	WORKS	18-00934	420 Def Fluid Delivery #611117	680.00	8-01-26-315-000-615 Garage TS Vehicle Maintenance	611117	
10/02/18	WORKS	18-00934	421 Veh Maint - #613210	29.98	8-01-26-315-000-201 Garage Supplies and Materials	613210	
10/02/18	WORKS	18-00934	422 Veh Maint - #612703	10.14	8-01-26-315-000-201 Garage Supplies and Materials	612703	
10/02/18	WORKS	18-00934	423 Veh Maint - #608465	18.95	8-01-26-315-000-201 Garage Supplies and Materials	608465	
10/02/18	WORKS	18-00934	424 Veh Maint - #18 #612303	8.99	8-01-26-315-000-601 Garage RRM Equipment Maintenance	612303	
10/02/18	WORKS	18-00934	425 Veh Maint - #35 #612921	35.00	8-01-26-315-000-601 Garage RRM Equipment Maintenance	612921	
10/02/18	WORKS	18-00934	426 Veh Maint - #19 #613551	27.90	8-01-26-315-000-601 Garage RRM Equipment Maintenance	613551	
10/02/18	WORKS	18-00934	427 Veh Maint - #35 #613328	9.95	8-01-26-315-000-601 Garage RRM Equipment Maintenance	613328	

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10/02/18	WORKS	18-00934	428 Veh Maint - #602244	196.62	Garage RRM Equipment Maintenance 8-01-26-315-000-608	602244
10/02/18	WORKS	18-00934	429 Veh Maint - #601005	56.16	Garage GARAGE Equipment Maintenance 8-01-26-315-000-608	601005
10/02/18	WORKS	18-00934	430 Veh Maint - #604235	24.95	Garage GARAGE Equipment Maintenance 8-01-26-315-000-608	604235
10/02/18	WORKS	18-00934	431 Veh Maint - #607850	69.95	Garage GARAGE Equipment Maintenance 8-01-26-315-000-608	607850
10/02/18	WORKS	18-00934	432 Veh Maint - #612206	21.00	Garage GARAGE Equipment Maintenance 8-01-26-315-000-609	612206
10/02/18	WORKS	18-00934	433 Veh Maint - #64 #613552	114.90	Garage RPST Equipment Maintenance 8-01-26-315-000-613	613552
10/02/18	WORKS	18-00934	434 Veh Maint - #62 #612598	25.90	Garage G&T Vehicle Maintenance 8-01-26-315-000-613	612598
10/02/18	WORKS	18-00934	435 Veh Maint - #67 #613325	25.90	Garage G&T Vehicle Maintenance 8-01-26-315-000-613	613325
10/02/18	WORKS	18-00934	436 Veh Maint - #85 #612767	12.95	Garage G&T Vehicle Maintenance 8-01-26-315-000-616	612767
10/02/18	WORKS	18-00934	437 Veh Maint - #48 #613324	25.90	Garage COMPOST Vehicle Maintenance 8-01-26-315-000-616	613324
10/02/18	WORKS	18-00934	438 Veh Maint - #546 #609757	6.47	Garage COMPOST Vehicle Maintenance 8-01-26-315-000-617	609757
10/02/18	WORKS	18-00934	439 Veh Maint - #549 #607952	18.71	Garage PB&G Vehicle Maintenance 8-07-55-502-004-403	607952
10/02/18	WORKS	18-00934	440 Veh Maint - #549 #607830	67.40	Sewer Operating Equipment Maintenance 8-07-55-502-004-403	607830
10/02/18	WORKS	18-00934	441 Veh Maint #12 #612331	36.75	Garage Operating Equipment Maintenance 8-01-26-315-000-611	612331
10/02/18	WORKS	18-00934	442 Veh Maint #12 #612597	26.65	Garage RRM Vehicle Maintenance 8-01-26-315-000-611	612597
10/02/18	WORKS	18-00934	443 Veh Maint #16 #612766	12.95	Garage RRM Vehicle Maintenance 8-01-26-315-000-611	612766
10/02/18	WORKS	18-00934	444 Veh Maint #66 #613729	73.50	Garage RRM Vehicle Maintenance 8-01-26-315-000-613	613729
10/02/18	WORKS	18-00934	445 Veh Maint #103 #613151	102.86	Garage G&T Vehicle Maintenance 8-01-26-315-000-619	613151
10/02/18	WORKS	18-00934	446 Veh Maint #103 #613150	324.15	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	613150
10/02/18	WORKS	18-00934	447 Veh Maint #103 #613170	28.96	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	613170
10/02/18	WORKS	18-00934	448 Veh Maint #103 #613088	326.25	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	613088
10/02/18	WORKS	18-00934	449 Veh Maint #93 #612305	48.00	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	612305
10/02/18	WORKS	18-00934	450 Veh Maint #93 #612546	34.95	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	612546
10/02/18	WORKS	18-00934	451 Veh Maint #94 #612599	12.95	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	612599
10/02/18	WORKS	18-00934	452 Veh Maint #93 #612302	58.00	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	612302
10/02/18	WORKS	18-00934	453 Veh Maint #96 #612600	4.99	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	612600

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10/02/18	WORKS	18-00934	454 Veh Maint #103 #613153	30.30	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	613153
10/02/18	WORKS	18-00934	455 Veh Maint #95 #613727	12.95	Garage RPST Vehicle Maintenance 8-01-26-315-000-619	613727
			P.O. Total:	2,915.53	Garage RPST Vehicle Maintenance	
10/02/18	WORKS	18-01425	QUALIT25 QUALITY AUTOMOTIVE CO. 6 Code Enfor Vehicle Maintenance	23.90	8-01-22-195-000-405 CE Vehicle Maint	613187
10/02/18	WORKS	18-01425	7 Code Enfor Veh. Maint. veh#202	23.90	8-01-22-195-000-405 CE Vehicle Maint	613187
10/02/18	WORKS	18-01425	8 Code Enfor Veh. Maint. veh#202	30.00	8-01-22-195-000-405 CE Vehicle Maint	613208
10/02/18	WORKS	18-01425	9 Code Enfor Veh. Maint. veh#202	6.72	8-01-22-195-000-405 CE Vehicle Maint	613326
			P.O. Total:	84.52	CE Vehicle Maint	
10/02/18	WORKS	18-01585	RICCIA RICCIARDI BROTHERS, INC. 13 Bldg Maint - #15634	148.13	8-01-26-305-001-203 Recycling Equipment Maintenance Supplies	15634
10/02/18	WORKS	18-01585	14 Bldg Maint - #15722	125.97	G-02-26-801-014-013 2013 Recycling Tonnage Grant	15722
10/02/18	WORKS	18-01585	15 Bldg Maint #15158	137.73	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	15158
10/02/18	WORKS	18-01585	16 Bldg Maint #15169	205.84	C-04-31-014-00A-060 3114A DCS Transfer Station Upgrade	15169
			P.O. Total:	617.67		
10/02/18	WORKS	18-01509	SANITA50 SANITATION EQUIPMENT CORP 7 Veh Maint - #64 #51045	285.87	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	51045
10/02/18	WORKS	18-02745	SCHEPPEG SCHEPPE GARDENS, LLC 2 ASSORTED 9" MUMS #1220	1,805.50	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	1220
10/02/18	WORKS	18-02745	3 CABBAGE & KALE #1220	1,050.00	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	1220
			P.O. Total:	2,855.50	P&ST Grounds Maintenance Materials	
10/02/18	WORKS	18-00200	SPRINT SPRINT SPECTRUM, LP 8 UCC Inspector Cell Phones	258.26	8-18-00-701-000-607 UCC Telephone	645042119-205
10/02/18	WORKS	18-02952	STATE051 STATE OF NEW JERSEY(DCA 803) 1 Recert Credits J. Guanill	50.00	8-01-32-465-000-812 CS Licenses and Certifications	

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STORR T50 STORR TRACTOR CO							
10/02/18	WORKS	18-00987	6 VEH #182 MAINT #792756	674.96	8-01-26-315-000-607 Garage PB&G Equipment Maintenance	792756	
SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO							
10/02/18	WORKS	18-00964	42 Bldg/Eqpt Maint - #45194-1	58.50	C-04-31-014-00E-016 3114E DCS PW Paving Program	45194-1	
10/02/18	WORKS	18-00964	43 Bldg/Eqpt Maint - #46837-1	231.00	C-04-31-014-00E-016 3114E DCS PW Paving Program	46837-1	
10/02/18	WORKS	18-00964	44 Bldg/Eqpt Maint - #46151-1	35.21	C-04-31-014-00E-016 3114E DCS PW Paving Program	46151-1	
10/02/18	WORKS	18-00964	45 Bldg/Eqpt Maint - #44662-1	1,736.35	C-04-31-014-00E-016 3114E DCS PW Paving Program	44662-1	
10/02/18	WORKS	18-00964	46 Bldg/Eqpt Maint - #45611-1	246.58	C-04-31-014-00E-016 3114E DCS PW Paving Program	45611-1	
P.O. Total:				2,307.64			
SUMMIT40 SUMMIT IND. HARDWARE							
10/02/18	WORKS	18-00965	250 Bldg / Eqpt Maint #637541	32.53	8-01-26-300-000-201 PW Supplies	637541	
10/02/18	WORKS	18-00965	251 Bldg / Eqpt Maint #640416	59.99	8-01-26-300-000-408 PW Traffic Signal Maintenance	640416	
10/02/18	WORKS	18-00965	252 Bldg/Eqpt Mnt#404 -408 #642219	208.22	8-01-26-315-000-605 Garage TS Equipment Maintenance	642219	
10/02/18	WORKS	18-00965	253 Bld/Eqpt Maint #643257	5.94	8-01-26-305-001-203 Recycling Equipment Maintenance Supplies	643257	
10/02/18	WORKS	18-00965	254 Bld/Eqpt Maint #645646	70.28	8-01-26-306-000-402 TS Building Maintenance	645646	
10/02/18	WORKS	18-00965	255 Bld/Eqpt Maint #644769	16.99	8-01-26-307-000-205 Compost Tools	644769	
10/02/18	WORKS	18-00965	256 Bld/Eqpt Maint #644393	39.12	8-01-26-310-000-420 PB&G Repairs - ButlerPkwy/Tatlock Fldhs	644393	
10/02/18	WORKS	18-00965	257 Bld/Eqpt Maint #643229	18.00	8-01-26-315-000-609 Garage RPST Equipment Maintenance	643229	
10/02/18	WORKS	18-00965	258 Bld/Eqpt Maint #77 #628687	64.45	8-01-26-315-000-609 Garage RPST Equipment Maintenance	628687	
10/02/18	WORKS	18-00965	259 Bld/Eqpt Maint #642339	20.39	8-07-55-502-004-403 Sewer Operating Equipment Maintenance	642339	
P.O. Total:				535.91			
THYSSE50 THYSSENKRUPP ELEVATOR CORP.							
10/02/18	WORKS	18-02058	4 ELEVATOR MAINT #3004126265	1,380.00	8-01-26-310-000-502 PB&G City Hall Maintenance Contracts	3004126265	
TURTLE TURTLE & HUGHES INC							
10/02/18	WORKS	18-00917	2 2 BREAKAWAY CLAMP #2756682-00	7,625.00	T-03-56-286-000-141 Reserved Promenade/Village Green Improve	2756682-00	
10/02/18	WORKS	18-00917	3 2 BREAKAWAY CLAM #2756682--01	7,625.00	T-03-56-286-000-141 Reserved Promenade/Village Green Improve	2756682	
P.O. Total:				15,250.00			

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USABLUEB USA BLUE BOOK							
10/02/18	WORKS	18-02833	1 Bldg/Eqp Maint - #502029	323.14	8-07-55-502-004-492 Sewer Operating Pumps Maintenance	502029	
USMUNI38 US MUNICIPAL SUPPLY INC							
10/02/18	WORKS	18-02857	1 Veh Maint #6131506	225.00	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	6131506	
10/02/18	WORKS	18-02857	2 Veh Maint	225.00	8-01-26-315-000-612 Garage PW Vehicle Maintenance	6131506	
10/02/18	WORKS	18-02857	3 Veh Maint	225.00	8-07-55-502-004-405 Sewer Operating Vehicle Maintenance	6131506	
10/02/18	WORKS	18-02857	4 Veh Maint	225.00	8-01-26-315-000-619 Garage RPST Vehicle Maintenance	6131506	
P.O. Total:				900.00			
WBMASON W.B. MASON CO, INC							
10/02/18	WORKS	18-01645	72 REFILL,POSTIT 3X3 #I58311834	14.73	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	73 STAPLES #I58311834	1.96	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	74 FOLDER,FILE #I58311834	3.49	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	75 FOLDER,MLA,LGL #I58311834	23.16	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	76 PENCIL,HB#2 #I58311834	1.14	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	77 HIGHLIGHTER #I58311834	2.28	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	78 TAPE,5X1 #I58311834	7.97	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	79 ENVELOPE #I58311834	23.41	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	80 TONER,F/P4015 #I58311834	303.46	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	81 RUBBERBANDS #I58311834	0.44	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
10/02/18	WORKS	18-01645	82 RUBBERBANDS,#117B #I58311834	6.22	8-01-32-465-000-201 CS Supplies and Materials	I58311834	
P.O. Total:				388.26			
WBMASON W.B. MASON CO, INC							
10/02/18	WORKS	18-02210	7 TISSUE, TOILET #I58089148	92.98	8-01-26-306-000-202 TS Supplies and Materials	I58089148	
10/02/18	WORKS	18-02210	8 TOWEL, ROLL #I58089148	43.98	8-01-26-306-000-202 TS Supplies and Materials	I58089148	
10/02/18	WORKS	18-02210	9 SPRAY BOTTLE #I58089148	9.49	8-01-26-306-000-202 TS Supplies and Materials	I58089148	
10/02/18	WORKS	18-02210	10 CLEANER, FLOOR #I58089148	49.19	8-01-26-306-000-202 TS Supplies and Materials	I58089148	

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Contract Invoice Number
10/02/18	WORKS	18-02210	11 REFILL, CITRUS #I58089148	41.05	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	12 CLEANER, BOWL #I58089148	28.90	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	13 SOAP, GLD&KLN #I58089148	28.74	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	14 SOAP, REFILL #I58089148	160.98	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	15 CLEANER, SIMPLE GR #I58089148	61.96	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	16 CLEANER MULTI #I58089148	15.46	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	17 POWERIZED FORM GLA #I58089148	15.49	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	18 BRUSH, TOILET #I58089148	7.58	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	19 SCREEN, URINAL #I58089148	20.49	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	20 MOP #I58089148	24.58	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	21 METER AIR FRESH #I58089148	29.59	TS Supplies and Materials 8-01-26-306-000-202	I58089148
10/02/18	WORKS	18-02210	22 TOWELS, REFILLS #I58089148	47.40	TS Supplies and Materials 8-01-26-306-000-202	I58089148
			P.O. Total:	677.86	TS Supplies and Materials	

WELDON25 WELDON ASPHALT DIVISION						
10/02/18	WORKS	18-00941	24 Road Maint - I-5 FABC	6,279.96	8-01-26-290-000-211 RRM Road Materials	3062278
10/02/18	WORKS	18-00941	25 Road Maint - ESC	600.30	8-01-26-290-000-211 RRM Road Materials	3062278
10/02/18	WORKS	18-00941	26 Road Maint - Tac-Kote	120.00	8-01-26-290-000-211 RRM Road Materials	3062278
10/02/18	WORKS	18-00941	27 Road Maint - Tandem #3062278	750.00	8-01-26-308-000-200 Disposal Charges	3062278
10/02/18	WORKS	18-00941	28 Road Maint - I-5 FABC	15,466.26	C-04-31-014-00E-016 3114E DCS PW Paving Program	3062278
10/02/18	WORKS	18-00941	29 Road Maint - ESC (Capital)	1,519.15	C-04-31-014-00E-016 3114E DCS PW Paving Program	3062278
10/02/18	WORKS	18-00941	30 Road Maint - Rap Single Axle	8,000.00	C-04-31-014-00E-016 3114E DCS PW Paving Program	3062278
			P.O. Total:	32,735.67		
			Total for Batch: WORKS	137,719.02		
			Total for Date: 10/02/18	Total for All Batches:	603,074.31	

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	8-01	454,231.65	0.00	0.00	454,231.65
Sewer Operating	8-07	5,246.46	0.00	0.00	5,246.46
Parking Operating	8-09	7,787.75	807.00	0.00	8,594.75
Uniform Construction Code	8-18	495.28	0.00	0.00	495.28
Recreation Trust	8-28	17,428.18	1,344.00	0.00	18,772.18
	Year Total:	485,189.32	2,151.00	0.00	487,340.32
General Capital	C-04	64,313.19	0.00	0.00	64,313.19
Parking Capital	C-08	40.48	0.00	0.00	40.48
	Year Total:	64,353.67	0.00	0.00	64,353.67
Grant Fund	G-02	405.96	0.00	0.00	405.96
Trust - Other	T-03	19,042.86	0.00	0.00	19,042.86
Animal Control	T-12	1,600.00	0.00	0.00	1,600.00
Self Insurance Trust	T-13	27,196.01	0.00	0.00	27,196.01
Fire Prevention Bureau	T-16	1,575.00	0.00	0.00	1,575.00
Affordable Housing	T-19	1,560.49	0.00	0.00	1,560.49
	Year Total:	50,974.36	0.00	0.00	50,974.36
Total of All Funds:		600,923.31	2,151.00	0.00	603,074.31

**THE CITY OF SUMMIT**  
**NEW JERSEY**  
CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

*Connie*



JULIET B. RUGGIERO, CTC  
Tax Collector  
Phone (908) 273-6403  
[jruggiero@cityofsummit.org](mailto:jruggiero@cityofsummit.org)

PATRICIA DOUGHERTY  
Tax Account Clerk  
Phone (908) 273-6403  
[pdougherty@cityofsummit.org](mailto:pdougherty@cityofsummit.org)

**CERTIFICATION OF MAILING TAX BILLS**

I do hereby certify as follows:

1. I am the Tax Collector of the City of Summit, in the County of Union, State of New Jersey.
2. The mailing or delivery of all original reconciled fourth quarter 2018 final and 2019 preliminary tax bills were mailed on September 25, 2018.
3. Pursuant to N.J.S.A. 54:4-66 et seq., payment of the fourth installment will bear no interest if received by November 12, 2018.

Signed: Juliet B. Ruggiero,  
Juliet B. Ruggiero, Tax Collector #T-1602

Dated: September 25, 2018

*Michelle Caputo*  
MICHELLE CAPUTO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 10/2/2020

Sworn to and subscribed  
before me this  
25 day of Sept., 2018

P. Casca  
C. Nicola  
C. Anderson  
C. Smith

GT, 10/2/18

RECEIVED

SEP 24 2018

CITY CLERK'S OFFICE  
SUMMIT, N.J.

MILLBURN TOWNSHIP  
ESSEX COUNTY, NJ  
ZONING BOARD OF ADJUSTMENT  
NOTICE OF HEARING

Please take notice that 788 Morris Turnpike, LLC, the owner of property located at 780-788 Morris Turnpike, Short Hills (Township of Millburn), Essex County, NJ, identified on the Township Tax Map as Block 1904, Lot 104, located in the B-2 zone ("Property") has made application to the Millburn Township Zoning Board of Adjustment seeking site plan approval and use variance relief pursuant to N.J.S.A. 40:55D-70(d).

The 1.2-acre Property is developed with a multistory office structure and accessory parking areas. Pursuant to a private license agreement, the Applicant presently utilizes a portion (i.e. 30 spaces) of the accessory parking area located at the adjacent property of 800 Morris Turnpike Block 1904, Lot 105 ("Adjacent Site"), to serve as overflow parking for some of the Property's tenants/users.

The Applicant seeks to utilize a portion of the Property (the entire 8,000 SF third floor) as a multi-discipline medical office use.

Site plan and use variance approval is sought in connection with the proposed medical office use of a portion of the Property (office use existing, medical office use proposed for a portion of the building in contravention of the Township Zoning Code use standards, per Section 606.6b). To the extent deemed necessary by the Board, the Applicant will also seek variance relief pursuant to N.J.S.A. 40:55D-70(c) for the increased parking demand associated with the proposed medical office use (54 spaces required for proposed medical office use occupying 8,000 square feet of gross floor area, whereas 32 spaces are required for a permitted office use of the same square footage). The Applicant intends to continue to satisfy the Property parking demand, in part, via utilizing the available spaces at the Adjacent Site. The Applicant will seek any additional variances, waivers, interpretation or relief that may be required by the Board at the time of the public hearing.

The matter is scheduled for a public hearing before the Millburn Township Zoning Board of Adjustment on October 1<sup>st</sup>, 2018 at the Millburn Municipal Building, 375 Millburn Avenue, Millburn, NJ 07041 at 7:00 pm, under the Board Secretary's Cal # 3641-18, at which time you may appear, with or without counsel, to be heard in connection with the application. The application documents are on file at the office of the Zoning Board Secretary and may be inspected at 375 Millburn Avenue, Millburn, NJ 07041 during normal business days between 8:30 am and 4:30 pm.



By: Lawrence A. Calli, Esq.  
Calli Law, LLC  
170 Kinnelon Road, Suite 6  
Kinnelon, NJ 07405  
Attorney for Applicant

July 12, 2018

**BOARD OF EDUCATION  
SUMMIT, NEW JERSEY**

The Board of Education Meeting was held on Thursday, July 12, 2018, in Summit High School Library/Media Center beginning at 7:00 PM. Those present: Ms. McCann, presiding, Mr. Bonner, Mr. Colón, Ms. Miller, Ms. Primack, Mr. Weinreich, and Ms. Wong.

Also present were Mr. Chang, Superintendent, Dr. Block, Director of Human Resources, Ms. McCann, Director of Education, Ms. Sarno, Assistant Business Administrator, and Ms. Babis, Director of Special Services. There were 7 members of the public in attendance.

**NOTICE OF CERTIFICATION**

The following notice was presented:

Let the minutes reflect that adequate notice of this meeting has been provided in accordance with the regulations of the Open Public Meetings Act.

**PRESENTATIONS & DISCUSSIONS**

1. HIB ITP and Self-Assessment Data - Laura Kaplan
2. SSDS - June Chang
3. Class of 2018 Outcome Data - Laura Kaplan and Amy Herber
4. 2017-2018 Board Goals Update - Jennifer McCann

**PRESIDENT'S ANNOUNCEMENTS**

President McCann stated the Board Retreat will be held on Tuesday, July 17<sup>th</sup>; goals for the upcoming school year will be on the agenda for approval at the September 13<sup>th</sup> meeting.

**SUPERINTENDENT'S REPORT**

Mr. Chang spoke about the following:

- FLASH summer program in full swing with 430 students participating in 42 courses led by 36 teachers and 32 student workers and volunteers
- The S.E.T. program, organized by Dr. Block, will be held August 13-16 with 30 teachers anticipated to attend along with 20 district administrators & supervisors
- The 2018-2019 begins on August 30<sup>th</sup> for staff; September 4<sup>th</sup> for students

Ms. Miller moved the following under Superintendent's Report:

- A. Approval to affirm the Superintendent's decision following receipt of reports of Harassment, Intimidation and Bullying:  
3/26/18-88  
4/23/18-94  
5/1/18-95  
5/1/18-96

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4/30/18-97  
 5/16/18-98  
 5/9/18-99  
 5/18/18-100  
 4/30/18-101  
 4/25/18-102  
 5/9/18-103  
 5/28/18-104

## B. Approval to review the following reports of Harassment, Intimidation and Bullying:

6/6/18-105  
 5/31/18-106  
 6/8/18-107  
 6/15/18-108  
 6/8/18-109

## C. Suspensions

Summit High School

<u>Date</u>	<u>State ID#</u>	<u>Days Suspended</u>
6/06/2018	2477003025	4
6/12/2018	4151123107	10

Lawton C. Johnson Summit Middle School

<u>Date</u>	<u>State ID#</u>	<u>Days Suspended</u>
6/01/2018	6119873252	1
6/01/2018	7807591478	1
6/20/2018	9677974979	1
6/21/2018	1408963940	1
6/21/2018	3879703513	1

Seconded by Ms. Primack. The roll was called and all present voted "Aye." The motion was declared adopted.

COMMITTEE REPORTS

- A. Education Committee – Ms. Primack reported on the following: board goals; COGAT tests; proposed selection of the psychology textbook; 2019-2020 calendar
- B. Operations Committee – No report
- C. Policy Committee – No report
- D. Communications Committee – No report
- E. Negotiations Committee - No report
- F. Liaison Reports – None

PUBLIC DISCUSSION

None

APPROVAL OF BOARD MINUTES

## Minutes of Meeting - July 12, 2018 - Page 3

Mr. Weinreich moved approval of the following item under Approval of Board Minutes:

A. Approval of the minutes of the following meetings:

1. June 14, 2018 Regular Meeting
2. June 14, 2018 Executive Session

Seconded by Mr. Bonner. The roll was called and all present voted “Aye.” The motion was declared adopted.

SCHOOL BOARD OPERATION

Ms. Primack moved approval of the following items under School Board Operation:

- A. Approval of travel for staff members (as per attached)
- B. Approval of Tuition Contract between Summit Board of Education and Cerebral Palsy of North Jersey, 220 S Orange Ave # 300, Livingston, NJ 07039 for student #3390168697 to attend Horizon High School for the 2018-2019 school year beginning July 2, 2018 at a cost of \$79,291.80
- C. Approval of Tuition Contracts between Summit Board of Education and The Arc Kohler School, 1137 Globe Avenue, Mountainside, NJ 07092 for students #1026245451, #5762253583, and #6351012155 to attend for the 2018-2019 school year beginning July 2, 2018 at a cost of \$78,141.18 each
- D. Approval of Tuition Contract between Summit Board of Education and The Center School, 2 Riverview Drive, Somerset, NJ 08873 for student #1460695926 to attend for the 2018-2019 school year beginning July 2, 2018 at a cost of \$69,646
- E. Approval of Tuition Contract between Summit Board of Education and Terranova Group Inc. t/a Chapel Hill Academy, 31 Chapel Hill Rd, Lincoln Park, NJ 07035 for student #2878002926 to attend for the 2018-2019 school year at a cost of \$71,190
- F. Approval of Tuition Contract between Summit Board of Education and Academy 360-Lower School, 1 Sunset Ave, Verona, NJ 07044 for student #4876504705 to attend for the 2018-2019 school year beginning July 2, 2018 at a cost of \$75,323.15
- G. Approval of Tuition Contract between Summit Board of Education and Celebrate the Children, 230 Diamond Spring Rd, Denville, NJ 07834 for student #3552153376 for the 2018-2019 school year at a cost of \$71,500
- H. Approval of Agreement for Transition Services Contract between Summit Board of Education and Union County Educational Services Commission, 45 Cardinal Drive, Westfield, NJ 07090 that includes Skills Trainer Services & SLE Coordinator Services provided at Summit H.S. for 36 weeks during the 2018-2019 school year at a cost of \$65,214
- I. Approval of Tuition Contract Agreement between Summit Board of Education and

## Minutes of Meeting - July 12, 2018 - Page 4

DCCF, LLC, 295 Route 46 West, Budd Lake, NJ 07828 for student #3552153376 to attend the Limitless Summer Program from July 11 - August 10, 2018 at a cost of \$7,830

- J. Approval of contracts between Summit Board of Education and State of New Jersey Department of Human Services Commission for the Blind and Visually Impaired, 153 Halsey Street, Newark, NJ 07101 for Education Level 1 services during the 2018-2019 school year for students #5504228228, #2115371662, #3790772089, #3390168697, and #6686989504 at a cost of \$1,900 each
- K. Approval of Tuition Contract between Summit Board of Education and ECLC of New Jersey, 21 Lum Avenue, Chatham, NJ 07928 for student #3790772089 to attend for the 2018-2019 school year beginning July 5, 2018 at a cost of \$86,766
- L. Approval of Agreement for neurological consultations for the 2018-2019 school year between Summit Board of Education and Dr. Romana Kulikova, 400 Center Street, Garwood, NJ 07027 at a cost of \$450 (in-office) and \$600 (out-of-office) per evaluation on an as-needed basis
- M. Approval of the donation of an upright piano to the Summit Music Department for use at Summit High School by Kelly Yee, 60 Canoe Brook Parkway, Summit, NJ 07901, in the amount of \$4,275
- N. Approval of the donation from the Summit H.S. Class of 1962 in the amount of \$3,370.09 to purchase furniture for the High School Library
- O. Approval of Bid #EDS8750 dated 5/22/18 from Music & Arts Center, 5295 Westview Drive, Suite 300, Frederick, MD 21703 for electronic string instruments in the amount of \$12,899.97 (to be reimbursed by an SEF grant)  
Other bids requested:  
Elefante Music, New Providence - no bid - unable to supply  
Liss Music Center, Summit - no bid - unable to supply
- P. Approval of the overnight field trip on September 21-23, 2018 for 400 6th grade students, H.S. counselors, and adult chaperones to STOKES at Fairview Lake YMCA Camp in Newton, NJ as well as the STOKES Training Day for counselors on September 16, 2018
- Q. Approval of Summit High School Senior Class Picnic on Wednesday, September 12, 2018 from 5:00 - 8:00 PM to be held at Memorial Park - Picnic Grove
- R. Approval of acceptance of ESEA SFY2019 funds in the amount of \$463,045 as follows:

Title I	\$326,166
Title II	73,940
Title III	24,953
Title III - Immigrant	18,401
Title IV	19,585

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- S. Approval of donation from Wilson Primary Center PTO in the amount of \$1,156.17 to purchase Maximum Seating BarcoBoard Wheelchair Accessible Table and Frame Protectors for the playground area
- T. Approval of donation from Summit Men's Lacrosse Alumni Association, Inc. in the amount of \$15,507 to fund the 2018 boys' lacrosse grant positions
- U. Approval of donation from Summit Jr. Baseball in the amount of \$7,753 to fund the 2018 baseball coach grant position
- V. Approval of donation from the Summit Boys Volleyball Association in the amount of \$11,452.20 to fund 2018 boys volleyball
- W. Approval of donation from Summit Boosters in the amount of \$3,780.64 to purchase a sim machine for use by the athletic trainers

Motion was seconded by Ms. Wong. The roll was called and all present voted "Aye." The motion was declared adopted.

#### PERSONNEL

Mr. Bonner moved approval of the following items under Personnel:

- A. Approval to appoint the following new staff, pending criminal history review, background checks as required by law, and ability to obtain appropriate NJ certification:
  - 1. John Ciferni, Assistant Principal, Lawton C. Johnson Summit Middle School, \$105,000 (prorated), effective July 19, 2018 for the 2018-2019 school year
  - 2. Nicole Finnegan, Technology Support Teacher, Summit Public Schools, BA-Step-4, \$57,354, effective August 30, 2018 for the 2018-2019 school year
  - 3. Nancy LaShure, Principal's Secretary/Office Manager, Lawton C. Johnson Summit Middle School, Secretary-Category VII-K, \$58,673 (prorated), effective July 24, 2018 for the 2018-2019 school year
  - 4. Gina Tarabocchia, Social Studies Teacher, Lawton C. Johnson Summit Middle School, BA-Step-2, \$56,320, effective August 30, 2018 for the 2018-2019 school year
  - 5. Michael Brawer, English Teacher, Summit High School, MA-Step-12, \$71,755, effective August 30, 2018 for the 2018-2019 school year
  - 6. Caroline Bennett, Mathematics Teacher, Summit High School, MA-Step-3, \$61,510, effective August 30, 2018 for the 2018-2019 school year
  - 7. Lexi Candela, Leave Replacement Physical Education Teacher, Lawton C. Johnson Summit Middle School and Summit High School, BA-Step-1, \$55,886, effective August 30, 2018 through approximately April 8, 2019
  - 8. Caroline Paskas, Principal's Secretary/Office Manager, Summit High School, Secretary-Category VII-T, \$51,871 (prorated), effective August 13, 2018 for the 2018-2019 school year
- B. Approval to appoint the following substitute teachers, pending criminal history review and ability to obtain NJ substitute teacher credentials:
  - 1. Daniela Wichik, \$80/day, effective August 30, 2018
  - 2. Caraline Smith, \$80/day, effective August 30, 2018

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3. Kristen Staub, \$80/day, effective August 1, 2018
4. Catherine Cameron, \$18/hour Clerical Substitute, \$80/day Aide Substitute, effective July 13, 2018
5. Katherine Kinsey, Substitute School Nurse, \$225/day, effective August 1, 2018
6. Bernice Adetoro, Clerical Substitute, \$13/hour, effective July 1, 2018

## C. Approval of the following Change of Assignment:

1. Kristen Scaglione, from Kindergarten Teacher, Jefferson Primary Center, to 5th Grade Teacher, Jefferson Elementary School, no change in salary, effective August 30, 2018 for the 2018-2019 school year
2. Kara Driscoll, from 5th Grade Teacher, Brayton Elementary School, to Kindergarten Teacher, Jefferson Primary Center, no change in salary, effective August 30, 2018 for the 2018-2019 school year
3. Mei-Lu Weaver, from .4 Mandarin Teacher, Summit High School, to .6 Mandarin Teacher, Summit High School, MA-Step-5 (.6), \$37,703, effective August 30, 2018 for the 2018-2019 school year
4. Karin Dorieux, from .5 ESL and .3 Spanish, Franklin Elementary School and Jefferson Primary Center, to .5 ESL and .3 Spanish, Franklin Elementary School, Jefferson Elementary School and Lawton C. Johnson Summit Middle School, no change in salary, effective August 30, 2018 for the 2018-2019 school year
5. Marta Michel, from 8th Grade Social Students Leave Replacement Teacher, Lawton C. Johnson Summit Middle School, to Cycles Teacher, Lawton C. Johnson Summit Middle School, Doctorate-Step-3, \$66,213, effective August 30, 2018 for the 2018-2019 school year
6. Jemel Brinson, from Night Supervisor Custodian, Summit High School, to Full-Time Night Custodian, Lawton C. Johnson Summit Middle School, no change in salary, effective July 1, 2018
7. Shaquille Henderson, from Night Custodian, Lawton C. Johnson Summit Middle School, to Full-Time Night Custodian, Summit High School, no change in salary, effective July 1, 2018
8. Arthur Rodgers, from Kindergarten Teacher, to Grade 1 Teacher, Jefferson Elementary School, no change in salary, effective August 30, 2018 for the 2018-2019 school year
9. Natalie Petrides, from Substitute Teacher, Summit Public Schools, to (.5) Long-Term Substitute Kindergarten Teacher, Jefferson Primary Center, \$112.50/day, effective August 30, 2018 through November 2, 2018
10. Natalie Petrides, from (.5) Long-Term Substitute Kindergarten Teacher, Jefferson Primary Center, to (.5) Instructional Aide, Jefferson Primary Center, Aide-Step-3-(.5) \$17,913 (prorated), effective November 3, 2018 through June 20, 2019
11. Rebecca Knott, from Long-Term Substitute, Summit High School, to Science Teacher, Lawton C. Johnson Summit Middle School, MA-Step-2, \$61,076, effective August 30, 2018 for the 2018-2019 school year
12. Kelly Klaif, from Leave Replacement Grade 5 Teacher, Franklin Elementary School, to Grade 5 Teacher, Franklin Elementary School, MA-Step-2, \$61,076, effective August 30, 2018 for the 2018-2019 school year
13. Christopher Wilson, from Grade 1 Teacher, Jefferson Elementary School, to Kindergarten Teacher, Wilson Primary Center, no change in salary, effective August 30, 2018 for the 2018-2019 school year
14. Beela Shekaran, from Inclusion Aide, Wilson Primary Center, to (.5) Inclusion

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Aide, Wilson Primary Center, Aide-Step-3 (.5), \$17,913, Lunch Aide, \$38/hour, and PM Substitute Teacher, as needed, \$50/(.5) day

15. Caitlin Lostan, from Part-Time Behavior Analyst, Wilson Primary Center and Lincoln-Hubbard Elementary School, to Full-Time Behavior Analyst, Franklin Elementary School and Jefferson Elementary School, MA-30-Step-8, \$67,569, effective August 30, 2018 for the 2018-2019 school year

D. Approval to appoint the following support staff, pending criminal history review and background checks as required by law:

1. Ashley Purdue, Inclusion Aide, Washington Elementary School, Aide-Step-3, \$35,826, effective August 30, 2018 for the 2018-2019 school year
2. Alyssa Roncallo, Campus Aide, Jefferson Elementary School, Aide-Step-2, \$34,889, effective August 30, 2018 for the 2018-2019 school year

E. Approval to accept the resignation for the purpose of retirement of the following staff:

1. Yvonne Travers, Secretary, Lincoln-Hubbard Elementary School, effective December 31, 2018

F. Approval to accept the resignation of the following staff:

1. Kathy Bruinooge, Office Manager/Principal Secretary, Lawton C. Johnson Summit Middle School, effective June 20, 2018
2. DeAnna Nelson, PE Aide, Franklin Elementary School, Lincoln-Hubbard Elementary School and Washington Elementary School, effective June 30, 2018
3. Alyssa Young, Long-Term Substitute, Grade 1-5 Special Education Teacher, Lincoln-Hubbard Elementary School, effective June 25, 2018
4. Elizabeth Rego, 5th Grade Teacher, Franklin Elementary School, effective June 25, 2018
5. Nicole Gutierrez, Technology Coach, Lawton C. Johnson Summit Middle School, effective June 30, 2018
6. Tara Marrero, School Counselor, Summit High School, effective August 30, 2018
7. Bindiya Patel, Playground Supervisor, Lincoln-Hubbard Elementary School, effective June 30, 2018

G. Approval to increase the salary of Tim Muller, Seasonal Custodian, to \$10/hour, effective July 1, 2018

H. Approval of Co-Curricular Recommendations for the 2018-2019 school year, Summit High School (list attached)

I. Approval of Co-Curricular Recommendations for the 2018-2019 school year, Lawton C. Johnson Summit Middle School (list attached), (revised from the June 14, 2018 agenda)

J. Approval to pay Erica Dorsey, School Counselor, two additional days, at her daily rate of \$163.77/day

K. Approval to pay the following staff for unused vacation days:

1. Jane Kachmar-Desonne, \$30,868.15 for 38.5 days at \$801.77/day
2. Annette Pantano, \$5,700.44 for 20.5 days at \$278.07/day
3. Regina Hill, \$1,336.59 for 4.5 days at \$297.02/day

## Minutes of Meeting - July 12, 2018 - Page 8

4. Catherine Kronen, \$3,824.70 for 15 days at \$254.98/day

L. Approval of the following staff for the Summer Bridges Program, Brayton Elementary School from August 13-17, 2018 and August 20-25, 2018 (paid by SEF Grant)

Erin Corea	50 hours	\$48/hour
Matt Stanbro	25 hours	\$48/hour
John Murphy	25 hours	\$48/hour

M. Approval to add an extra 6th teaching assignment, William Rohrbach, Technology Teacher, Lawton C. Johnson Summit Middle School, \$5,353, for the 2018-2019 school year

N. Approval to pay Nicole Finnegan for summer tech work at the curriculum rate of \$48/hour, up to 120 hours

O. Approval of the following teachers as substitutes for Summer Academy, Summit High School, at the curriculum rate of \$48/hour, to be paid via timesheet:

1. Noreen Bovery
2. Emily Dura
3. Peter Connolly
4. Brianna Kane

P. Approval of Brandon Kalinowski, as an Extended School Year ABA Aide, hourly rate, effective July 5, 2018 through August 3, 2018

Q. Approval of the 2018-2019 Summer/Fall Coaches (list attached)

R. Approval of Anna Gomez for Summit High School Summer Academy, \$48/hour, 149.5 hours (funded by Title III Immigrant, Acct. #20-246-100-100-02)

S. Approval of Ilanit Kaplan as Summit High School, Summer Screener, \$48/hour, 15 hours, (funded by Title III Immigrant, Acct. #20-246-100-100-02)

T. Approval of Alexandra Aguiar as Lawton C. Johnson Summit Middle School, Summer Screener, \$48/hour, 15 hours, (funded by Title III Immigrant, Acct. #20-246-100-100-03)

V. Approval to pay the following staff for Curriculum Writing:

1. Staci Kaplan, K-5 Benchmark Assessments, \$48/hour, up to 15 hours
2. Randy Wallock, 6-8 Social Studies Rewrite, \$48/hour, up to 15 hours
3. Randy Wallock, ELA Common Benchmark Assessment, \$48/hour, up to 15 hours
4. Lauren Fulmer, ELA Common Benchmark Assessment, \$48/hour, up to 15 hours
5. Randy Wallock, Problem-Based Learning, \$48/hour, up to 20 hours

W. Approval to pay Elizabeth Barto \$500 for mentoring during the 2017-2018 school year

X. Approval to appoint Jamal Dennis and Kevin Schauer as Summit High School and Lawton C. Johnson Summit Middle School, Auditorium Managers, as needed, and Ann Dooley, as the backup Auditorium Manager, as needed, \$48/hour, paid via timesheet for

the 2018-2019 school year

- Y. Approval to appoint Anna Petritsch, ESY Substitute Teacher, \$32.14/hour, effective July 13, 2018
- Z. Approval of Kathy Knecht as a substitute for SNAP, Jefferson Elementary School, \$48/hour, up to 100 hours, (funded by Title III Immigrant, Acct. #20-231-100-100-07)
- AA. Approval to pay the following staff for the SEF Peer Leadership Grant S17302, for the 2017-2018 school year:
  - 1. Lauren Wells \$2,685.67
  - 2. Amy Herber \$2,685.67
  - 3. Laura Gibson \$2,685.67
- BB. Approval to re-appoint Daniel Levitt as Long-Term Substitute, Physical Education Teacher, Wilson Primary Center, \$225/day, effective August 30, 2018 through October 18, 2018
- CC. Approval to appoint all certificated staff to provide home instruction for the 2018-2019 school year at the home instruction rate of \$50/hour (adjusted from the May 10, 2018 agenda)
- DD. Approval to re-appoint Lara Drewes as Long-Term Substitute, School Counselor, Summit High School, \$225/day, effective August 30, 2018 through November 1, 2018
- EE. Approval to re-appoint Maureen Montalbetti as Long-Term Substitute, Student Assistance Counselor, Summit High School, \$225/day, effective August 30, 2018 through December 23, 2018

Motion was seconded by Ms. Miller. The roll was called on all items, exclusive of item "U", and all present voted "Aye." The motion was declared adopted.

## POLICIES

Ms. Wong moved the following items under Policies:

### Second Reading

- P1550 Equal Employment/Anti-Discrimination Practices (M) (Revised)
- P2431 Athletic Competition (M) (Revised)
- P2431.8 Varsity Letters for Interscholastic Extracurricular Activities (M) (New)
- P5533 Student Smoking (M) (Revised)
- P5561 Use of Physical Restraint and Seclusion Techniques for Students with Disabilities (M) (Revised)
- P8462 Reporting Potentially Missing or Abused Children (M) (Revised)

Motion was seconded by Ms. Primack. The roll was called and all present voted "Aye." The motion was declared adopted.

FINANCE

Mr. Weinreich moved the following items under Finance:

Upon the recommendation of the Business Administrator to the Superintendent:

A. Approval of the July Bills List as listed below:

1.	Regular Bills	Fund 10	\$1,427,875.36
2.	Special Revenue	Fund 20	\$ 234,271.06
3.	Capital Projects	Fund 30	\$ 11,029.82
4.	Enterprise Fund	Fund 60	\$ 6,905.88
Sub Total All Funds			\$1,680,082.12
5.	Food Service	Fund 61	\$ 84,157.87
Total All Bills			\$1,764,239.99

B. Approval of the monthly payroll for June 2018 - \$ 5,664,067.20

C. Approval of budget adjustments and line item transfers for May 2018

D. Approval of Secretary and Treasurer's reports for May 2018

E. Monthly Budgetary Line Item Status Certification:

Resolved, that the Board Secretary for the Summit Board of Education certifies that pursuant to NJAC 6A:23A-16.10 (c) 3, as of May 2018 that no line item account has encumbrances and expenditures, which in total exceed the line item appropriation in violation of NJAC 6A:23A-16.10(a); and

Further Be It Resolved, that the Summit Board of Education certifies that pursuant to NJAC 6A:23A-16.10(c) 4 that after review of the board secretary's and treasurer's monthly financial reports and the advice of district officials, we have no reason to doubt that no major account or fund has been over-expended in violation of NJAC 6A:23A-16.10 (b).

Motion was seconded by Ms. Wong. The roll was called and all present voted "Aye." The motion was declared adopted.

ADJOURNMENT

Motion by Ms. Primack, seconded by Ms. Wong, and carried to adjourn the meeting at 8:22 PM.

Respectfully submitted,



Secretary

July 30, 2018

BOARD OF EDUCATION  
SUMMIT, NEW JERSEY

A special meeting of the Board of Education was held on Monday, July 30, 2018 in the Wilson Board Meeting Room beginning at 5:30 PM. Those present: Ms. McCann, presiding, Mr. Bonner, Ms. Miller, Ms. Primack, Mr. Weinreich, and Ms. Wong. Mr. Colón was absent.

Also present were Mr. Chang, Superintendent of Schools, Mr. Pepe, Assistant Superintendent/Board Secretary, Dr. Block, Director of Human Resources, Ms. Sarno, Assistant Business Administrator, Ms. McCann, Director of Education, Ms. Cebula, Assistant Director of Education, and Ms. Doreen Babis, Director of Special Services. There were 3 people in the audience.

NOTICE OF CERTIFICATION

The following was presented:

Let the minutes reflect that adequate notice of this meeting has been provided in accordance with the regulations of the Open Public Meetings Act.

President McCann began the meeting with comments regarding the additional state funding received and Summit's history of underfunding.

BUSINESS ADMINISTRATOR'S REPORT

Mr. Pepe reported on the additional state aid received and the three options provided by the state for districts that recognized an increase in total general fund state aid.

Mr. Bonner and Ms. Miller added their support for the Superintendent & Business Administrator's recommendation.

2018-2019 ADDITIONAL STATE FUNDING

Mr. Weinreich moved the following:

**WHEREAS** the State of New Jersey Department of Education Division of Finance has issued revised state aid for the 2018-2019 school year in the amount of \$2,315,064; and

**WHEREAS** the 2018-2019 Governor's budget message total state aid was reported to the district as \$2,008,784; and

**WHEREAS** the difference in the revised state aid amount represents an increase of \$306,280; and

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**WHEREAS** guidance released by the State of New Jersey Department of Education dated July 13, 2018 provided options for districts that received additional state aid;

**NOW THEREFORE, BE IT RESOLVED** that the amount of \$306,280 be designated for use in the 2019-2020 school year budget as "Assigned Fund Balance - Designated for Subsequent Year's Expenditures" for use in 2019-2020.

Seconded by Ms. Wong. The roll was called and all present voted "Aye." The motion was declared adopted.

**ADJOURNMENT**

Motion by Mr. Bonner, seconded by Ms. Wong, and carried in a roll call vote to adjourn the meeting at 5:41 PM.

Respectfully submitted,



Secretary