



## Common Council of the City of Summit

Closed Session Agenda for Tuesday, December 4, 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)
  - Affordable Housing
  - 71 Summit Avenue – Old Town Hall
5. Contract Negotiations (not collective bargaining) - NJSA 10:4-12.b (7)
6. Personnel and Appointments matters - NJSA 10.4-12.b (8)
  - Re-Appoint City Treasurer/Chief Financial Officer
  - Re-Appoint Tax Collector

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.

*\*At this point in the year only specific, requested and as-needed appointments are made and vacancies filled. The rest are dealt with through the special appointments meetings on Monday, 11/12/18 and Thursday, 11/29/18.*

### **ADJOURN CLOSED SESSION**



## Common Council of the City of Summit

## **Regular Meeting Agenda for Tuesday, December 4, 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**

- Closed Session Appointments Meeting of November 12, 2018
- Regular and Closed Session Meetings of November 19, 2018

## **REPORTS**

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

## **PRESENTATIONS**

- Lawton C. Johnson Summit Middle School - Public Policy Presentations
  - Teachers: Theresa Martin and Laurie McCormack
  - Students: Spencer Nicely; Grady Borst; Gabriel Malik; Deeda Mohammadi; Lena Sharma; Elizabeth Puskar; Ines Lopez Silvero; Ravi Naidu; Zachary Siegal; Bennett Harvey
- Recycling Advisory Committee Report to Council - Karen Raihofer, Chair

## **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>
<b><u>FINANCE/PERSONNEL</u></b>		
18-3178	<b>BOND ORDINANCE APPROPRIATING \$1,050,000, AND AUTHORIZING THE ISSUANCE OF \$999,000 BONDS OR NOTES OF THE CITY, FOR VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF SUMMIT, IN THE COUNTY OF UNION, NEW JERSEY. (Pool Resurfacing Project &amp; Fire Department Headquarters Project)</b>	11/19/18 (Mon.)

## **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>
<b><u>FINANCE/PERSONNEL</u></b>		
18-3178	<b>BOND ORDINANCE APPROPRIATING \$1,050,000, AND AUTHORIZING THE ISSUANCE OF \$999,000 BONDS OR NOTES OF THE CITY, FOR VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF SUMMIT, IN THE COUNTY OF UNION, NEW JERSEY. (Pool Resurfacing Project &amp; Fire Department Headquarters Project)</b>	11/19/18 (Mon.)

## ORDINANCE(S) FOR INTRODUCTION

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

<u>Number</u>	<u>Title</u>	<u>Hearing Date</u>
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### SAFETY

(ID # 6084)	<b>AN ORDINANCE AMENDING THE CODE, CHAPTER VII, TRAFFIC, SECTION 7-11, THROUGH STREETS, STOP INTERSECTIONS AND YIELD INTERSECTIONS, SUBSECTION 7-11.2, STOP INTERSECTIONS DESIGNATED</b> <i>(Designate stop intersections and install stop signs)</i>	12/18/18
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### SAFETY

(ID # 6085)	<b>AN ORDINANCE AMENDING THE CODE, CHAPTER VII, TRAFFIC, SECTION 7-8, PARKING, SUBSECTION 7-8.7, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS</b> <i>(Parking Prohibited At All Times Chapel Street, west side entire length)</i>	12/18/18
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### BUILDINGS AND GROUNDS

(ID # 6066)	<b>AN ORDINANCE AMENDING CHAPTER XXXV, DEVELOPMENT REGULATIONS ORDINANCE, ARTICLE 11, AFFORDABLE HOUSING MULTIFAMILY SET-ASIDE, SUBSECTION 35-11.1, QUANTIFICATION OF AFFORDABLE HOUSING OBLIGATION FOR MULTI-FAMILY DEVELOPERS</b> <i>(Amend affordable housing multi-family set-aside)</i>	12/18/18
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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.)*

### LAW

(ID # 6034) Approve Year 2019 Council Meeting Schedule

### SAFETY

(ID # 6076) Authorize Professional Services Agreement in Excess of \$17,500.00 - New Fire Headquarters Architectural Design Services - \$1,082,500.00

### BUILDINGS AND GROUNDS

(ID # 6054) 1. Approve Amended Temporary Art Placement Process - Mayor's Partnership for Public Art/Summit

(ID # 6005) 2. Resolution Adopting An Affirmative Marketing Plan for the City of Summit

(ID # 6063) 3. Authorize Expenditure from Affordable Housing Trust Fund for Rehabilitation of Affordable Housing Units

(ID # 6095) 4. Authorize Execution of One-Year Lease Extension with Family Promise, Inc. - 71 Summit Avenue *(Pending Closed Session discussion)*

#### **FINANCE/PERSONNEL**

(ID # 6096) 1. Amend Resolution No. 38607 - "Amend 2018 Municipal Capital Plan"

(ID # 5864) 2. Authorize Annual Salaries

(ID # 6064) 3. Authorize Transfer of Appropriations - Operating Budget

(ID # 6046) 4. Authorize Execution of Cooperative Pricing Membership Agreement - Hunterdon County Educational Services Commission #34HUNCCP

(ID # 5974) 5. Re-Appoint Tax Collector *(Pending Closed Session discussion)*

(ID # 5973) 6. Re-Appoint City Treasurer/Chief Financial Officer *(Pending Closed Session discussion)*

#### **WORKS**

(ID # 6086) 1. Authorize Change Order #1 and Final - Lenox & Whittredge Road Improvement Project - \$19,864.07

(ID # 6050) 2. Authorize Execution of Shared Services Agreement with New Providence - Wastewater Operations and Maintenance - \$138,000.00 Per Year

(ID # 6062) 3. Authorize Execution "Greening Union County" Grant Agreement - Spring 2019 Tree Supply and Installation

#### **GENERAL SERVICES**

(ID # 6045) Authorize Execution of Union County Kids Recreation Trust Fund 2018 Grant Agreement - \$55,000

#### **CONSENT AGENDA**

##### **SAFETY**

(ID # 6067) Authorize Fire House Christmas Party - December 8, 2018

##### **WORKS**

(ID # 5892) 1. Authorize Bid Advertisement - Oakland Place and Linden Place Improvement Project

(ID # 5891) 2. Authorize Bid Advertisement - Larned Road & Laurel Avenue Improvement Project

## **FINANCE/PERSONNEL**

(ID # 6061)	1. Authorize Schedule of School Levy Payments
(ID # 6069)	2. Authorize Refund - Overpayment of Fourth Quarter 2018 Taxes
(ID # 6083)	3. Authorize Redemption Refund - 2018 Tax Sale Certificate
(ID # 6048)	4. Authorize Refund of Property Use Escrow - The Summit Area YMCA - Santa's North Pole Party
(ID # 5502)	5. Authorize Parking Refunds - Summit SmartCard, Prepaid Parking, and Overnight Parking Permits
(ID # 6055)	6. Authorize Refunds - Department of Community Programs
(ID # 5735)	7. Authorizing Payment of Bills

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

### **ADJOURNMENT REGULAR MEETING**

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

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

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

### **GENERAL INFORMATION**

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

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

##### **1. Chatham Township Pending Ordinances, hearings on 12/13/18:**

- Adoption of Redevelopment Plan for Development of Low and Moderate Income Housing
- Smoke Shops, Vape Shops Zoning Regulations
- Amend Land Use Districts

## **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



<b>ORDINANCE #</b>	<b>18-3178</b>
Introduction Date:	11/19/2018
Hearing Date:	12/4/2018
Passage Date:	
Effective Date:	

**Bond Ordinance Appropriating \$1,050,000, And Authorizing The Issuance Of \$999,000 Bonds Or Notes Of The City, For Various Improvements Or Purposes Authorized To Be Undertaken By The City Of Summit, In The County Of Union, New Jersey. (Pool Resurfacing Project & Fire Department Headquarters Project)**

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, IN THE COUNTY OF UNION, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized as general improvements to be made or acquired by The City of Summit, New Jersey. For the said several improvements or purposes stated in said Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to \$1,050,000 including the aggregate sum of \$51,000 as the several down payments for said improvements or purposes required by law and more particularly described in said Section 3 and now available therefor by virtue of provision in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

Section 2. For the financing of said improvements or purposes and to meet the part of said \$1,050,000 appropriations not provided for by application hereunder of said down payments, negotiable bonds of the City are hereby authorized to be issued in the principal amount of \$999,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in a principal amount not exceeding \$999,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriation made for and estimated cost of each such purpose, and the estimated maximum amount of bonds or notes to be issued for each such purpose, are respectively as follows:

<u>IMPROVEMENT OR PURPOSE</u>	<u>APPROPRIATION AND ESTIMATED COST</u>	<u>ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES</u>
(a) Improvement of the City-owned swimming pool located at 100 Ashwood Avenue in and by the City, including the renovation, rehabilitation and resurfacing thereof, together with all structures, tiles, equipment work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the City Clerk or the City Engineer and hereby approved	\$300,000	\$285,000
(b) Construction of a new firehouse in and by the City for use by Fire Department of the City* <del>to be located in the Brook Street Redevelopment Area,</del> together with all structures, site work, equipment, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the City Clerk or the City Engineer and hereby approved, the appropriation hereby made therefor being an initial appropriation for the planning and design costs associated with said	<u>750,000</u>	<u>714,000</u>

firehouse		
Totals	\$1,050,000	\$999,000
*scrivner's error		

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the said down payment for said purpose.

Section 3. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purposes described in Section 3 of this bond ordinance are not current expenses and each is a property or improvement which the City may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 25.72 years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the City Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$999,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) Amounts not exceeding \$850,000 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the costs of said improvements and are included in the foregoing estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the City at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 7. The capital budget or temporary capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the City Clerk and are available for public inspection.

Section 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

Dated:

I, Nicole M. Sarna, Deputy City Clerk of Approved:  
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

Mayor

Deputy City Clerk



## SAFETY (OI) #1

ORDINANCE #	
	<b>(ID # 6084)</b>
Introduction Date:	12/4/2018
Hearing Date:	12/18/2018
Passage Date:	
Effective Date:	

**An Ordinance Amending The Code, Chapter VII, Traffic, Section 7-11, Through Streets, Stop Intersections And Yield Intersections, Subsection 7-11.2, Stop Intersections Designated (Designate stop intersections and install stop signs)**

*Ordinance Summary: This Ordinance amends Chapter VII, Traffic, Section 7-11, Through Streets, Stop Intersections And Yield Intersections, Subsection 7-11.2, Stop Intersections Designated, of the Revised General Ordinances of the City of Summit, to designate Springfield Avenue/Hobart Avenue, Cleveland Road/Colt Road and Westminster Road/Whittredge Rd as stop intersections and to install stop signs on Springfield Avenue (east and west), Cleveland Road and Westminster Road.*

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

Section 1. That Section **7-11, Through Streets, Stop Intersections and Yield Intersections**, Subsection **7-11.2, Stop Intersections Designated**. – of the above entitled ordinance shall be amended and supplemented as follows:

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

***Intersection:***

Springfield Avenue/Hobart Avenue  
Cleveland Road/Colt Road  
Westminster Road/Whittredge Rd

***Stop Signs on:***

Springfield Avenue (east and west)  
Cleveland Road  
Westminster Road

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

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

Dated:

I, Rosalia M. Licatise, 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 regular meeting held on

Approved:

Tuesday evening,

Mayor

City Clerk



**SUMMIT POLICE DEPARTMENT  
SUPPORT SERVICES DIVISION  
MEMORANDUM**



To: Chief Robert K. Weck

From: Lt. David L. Richel

Re: Stop Sign Ordinance: 4-Way Stop (Springfield and Hobart)

Date: November 15, 2018

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A new ordinance has been created to reduce motor vehicle accidents and enhance pedestrian safety at the intersection of Springfield Avenue and Hobart Avenue. The ordinance is written to install stop signs on Springfield Avenue in both directions (east and west at the intersection of Hobart Avenue. This will create a new 4 way stop intersection.

We have also added 2 intersections in need of stop signs. The intersections include Westminster Rd and Whittredge Road and Cleveland Rd and Colt Road. The stop signs will be installed to stop traffic on Westminster Rd and Cleveland Road.

The introduction of this ordinance has the support of the City Engineer's office.

Ordinance #:	
Introduction Date:	
Hearing Date:	
Passage Date:	

**AN ORDINANCE AMENDING THE CODE, CHAPTER VII, TRAFFIC,  
SECTION 7-11.2, STOP INTERSECTIONS DESIGNATED 7-11.2,**

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT, as follows: *(Springfield Avenue and Hobart Avenue; stop on Springfield Avenue both directions east and west) Cleveland Road/Colt Road and Westminster Rd and Whittredge Rd:*

Section 1. That Section **7-11.2, STOP INTERSECTIONS DESIGNATED, 7-11.2 Stop Intersections Designated.** Pursuant to the provisions of N.J.S.A. 39:4-140, the following described intersections are hereby designated as STOP intersections. STOP signs shall be installed as provided therein. (1988 Code Part I, A6 § 6-2; Ord. No. 2110 § 1; Ord. No. 2118 § 1; Ord. No. 02-2534 § 3; Ord. No. 03-2579 § 1; Ord. No. 05-2678 § 2; Ord. No. 07-2770 § 2)

*Intersection:*

Springfield Avenue/Hobart Avenue

Cleveland Road/Colt Road

Westminster Road/Whittredge Rd

*Stop Signs on:*

Springfield Avenue( East and West)

Cleveland Road

Westminster Road

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

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

Dated:

I, Rosemary 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 regular meeting held on Tuesday evening,

Approved:

Mayor



CITY OF SUMMIT - Division of Engineering  
Hobart Avenue & Springfield Avenue - 4 Way Stop Sign  
2018

0 95 190 380 Feet



## SAFETY (OI) #2

ORDINANCE #	
	<b>(ID # 6085)</b>
Introduction Date:	12/4/2018
Hearing Date:	12/18/2018
Passage Date:	
Effective Date:	

### **An Ordinance Amending The Code, Chapter VII, Traffic, Section 7-8, Parking, Subsection 7-8.7, Parking Prohibited At All Times On Certain Streets (Parking Prohibited At All Times on Chapel Street, west side, entire length)**

*Ordinance Summary: This Ordinance amends Chapter VII, Traffic, Section 7-8, Parking, of the Revised General Ordinances of the City of Summit, 7-8.7, Parking Prohibited At All Times on Certain Streets, to prohibit parking on the west side of Chapel Street.*

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

Section 1. That Section **7-8, PARKING**, Subsection **7-8.7, Parking Prohibited at All Times on Certain Streets**, -- No person shall park a vehicle at any time upon any of the following described streets or parts of streets, of the Code shall be amended and supplemented as follows:

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Chapel Street	West	<u>From Broad Street to Springfield Avenue Entire Length.</u>

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

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

Dated:

I, Rosalia M. Licatise, 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 regular meeting held on  
City Clerk

Approved:

Mayor



**SUMMIT POLICE DEPARTMENT  
SUPPORT SERVICES DIVISION  
MEMORANDUM**



To: Chief Robert K. Weck  
From: Lt. David L. Richel  
Re: Chapel Street Parking Conditions  
Date: September 11, 2018

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Due to concerns brought up by a concerned resident about the parking conditions on Chapel Street. I went to the street on numerous occasions in the past few weeks. On two or three of the visits I observed that vehicles do park on both sides of the roadway and "clog" up the street. I feel that if we were to make the west side of Chapel Street a no parking anytime it would make the roadway safer and accessible to emergency vehicles.

**UPDATE: October 2, 2018**

I composed a letter to the residents of Chapel Street advising them of our considerations regarding prohibited parking on the western curb line of their street. The letter was dated October 2, 2018 and mailed to each resident on this same date.

I prepared a revised ordinance pertaining to the new prohibition of parking on the western curb line of Chapel Street and attached same.

Ordinance #:	
Introduction Date:	
Hearing Date:	
Passage Date:	

**AN ORDINANCE AMENDING THE CODE, CHAPTER VII, TRAFFIC, SECTION 7-8, PARKING, SUBSECTION 7-8.7, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS (Chapel Street Parking Prohibited At All Times)**

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

**7-8.7 Parking Prohibited at All Times on Certain Streets.**

Section 1. That Section 7-8.7, **Parking Prohibited at All Times on Certain Streets**, -- No person shall park a vehicle at any time upon any of the following described streets or parts of streets, -- of the above entitled ordinance shall be amended and supplemented as follows:

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Chapel Street	<u>West</u>	<u>From Broad Street to Springfield Avenue Entire Length</u>

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

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

Dated:

I, Rosemary 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 regular meeting held on Tuesday evening,

Approved:

Mayor

City Clerk



# THE CITY OF SUMMIT

## POLICE DEPARTMENT

512 SPRINGFIELD AVENUE • SUMMIT • NEW JERSEY 07901  
PHONE: 908-273-0051 FAX: 908-273-8002



ROBERT K. WECK  
CHIEF OF POLICE

October 2, 2018

Dear Resident of Chapel Street,

The City of Summit Police Department has received and responded to numerous complaints regarding parking and traffic flow issues associated with your street. We have had temporary no parking signs on the roadway to help guide motorists away from certain areas in the past and that seemed to help traffic flow. The main concern for this roadway is the ability for emergency vehicles to traverse the roadway with ease during any emergency situation. We also have seen the problems associated with two vehicles travelling in opposite directions have to wait for clear passage.

Therefore the Summit Police Department has introduced a new ordinance prohibiting parking on the western curb line of Chapel Street from Broad Street to Springfield Avenue. This new ordinance will enhance traffic safety on your street.

Thank you for your time and patience in this matter.

Lt. David L. Richel  
Traffic/ Support Services Bureau



CITY OF SUMMIT - Division of Engineering  
Chapel Street - No Parking, West Side  
2018

0 95 190 380 Feet



**TO:** Mayor and Common Council

**FROM:** Paul Cascais, Director - Department of Community Services

**DATE:** November 13, 2018

Pursuant to the amended Settlement Agreement (Agreement) between the City of Summit and Fair Share Housing Center, the City has agreed to amend its current Affordable Housing Multifamily Set-Aside Ordinance.

The purpose of this ordinance is to amend the current Article 11 of Chapter XXXV, Development Regulations of the City Code. The current ordinance is specific to the Affordable Housing set-aside obligation, to all zones in which multifamily developments are permitted, whereas, the proposed amendment will require any multi-family development of five (5) or more dwellings within the city to be required to include a affordable housing set-aside obligation.

Attached, find the lined version of the proposed ordinance which details the changes (underlined) and strikes to the current ordinance language.

Given this amendment is to the City's Development Regulations Ordinance (DRO), the proposed amendment as drafted, will be sent to the Summit Planning Board for review at their regular meeting on December 17, 2018, for validation of its conformance to the City's adopted Master Plan.

ORDINANCE #	(ID # 6066)
Introduction Date:	11/7/2018
Hearing Date:	11/19/2018
Passage Date:	
Effective Date:	

**An Ordinance Amending Chapter XXXV, Development Regulations Ordinance, Article 11, Affordable Housing Multifamily Set-Aside, Subsection 35-11.1, Quantification Of Affordable Housing Obligation For Multi-Family Developers (amend affordable housing multi-family set-aside)**

*Ordinance Summary: This ordinance will amend the current Article 11, "Affordable Housing Multifamily Set-Aside" of Chapter XXXV, "Development Regulations" of the City Code with revised regulations and standards that govern the development of low and moderate income units for multifamily residential developments of five units or greater that may be approved in the City for rental and for-sale projects. The ordinance is designed to regulate these low and moderate income units in a manner consistent with the regulations of the New Jersey Council on Affordable Housing (COAH) as described in N.J.A.C. 5:93 et seq.; the requirements of the Fair Housing Act of 1985; and the City's adopted Housing Element and Fair Share Plan.*

### **PURPOSE**

The purpose of this ordinance is to amend the current ARTICLE 11 of Chapter XXXV, **DEVELOPMENT REGULATIONS** of the Code known as "Affordable Housing Multifamily Set-Aside" with revised regulations and standards governing the development of low- and moderate-income units for multifamily residential developments of five units or greater that may be approved in the City for rental and for-sale projects. The ordinance is designed to regulate these low- and moderate-income units in a manner consistent with the regulations of the New Jersey Council on Affordable Housing (COAH) as described in N.J.A.C. 5:93 et seq.; the requirements of the Fair Housing Act of 1985; and, the City's adopted Housing Element and Fair Share Plan.

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

Section 1. That **ARTICLE 11, AFFORDABLE HOUSING MULTIFAMILY SETASIDE, SUBSECTION 35-11.1, QUANTIFICATION OF AFFORDABLE HOUSING OBLIGATION FOR MULTIFAMILY DEVELOPERS**, of the Code, be and it is hereby amended and supplemented to read as follows:

### **35-11.1 QUANTIFICATION OF AFFORDABLE HOUSING OBLIGATION FOR MULTIFAMILY DEVELOPERS**

~~All zones or districts in which multi family developments are permitted shall be subject to a mandatory set aside of affordable dwelling units and shall provide affordable dwellings on site in accordance with the requirements of this section.~~

Any multi-family development providing a minimum of five (5) new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or rehabilitation plan is required to include an affordable housing set-aside in accordance with the requirements of this section. This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the City of Summit to grant such rezoning, variance or other relief. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement.

- A. Any multifamily development of five (5) or more dwelling units in a multifamily residential development that is not a rental development as described below in paragraph B., shall provide an affordable housing set-aside such that twenty (20%) percent of the dwelling units on site shall be affordable dwellings. As an example, if five (5) units are proposed on a site, at least one (1) affordable unit must be constructed on site.
- B. Any multifamily development of five (5) or more dwelling units in a multifamily residential development that is a rental development shall provide an affordable housing set-aside such that fifteen (15%) percent of the dwelling units on site shall be affordable units.
- C. At least thirteen (13%) percent of the affordable dwellings shall be affordable to households earning thirty (30%) percent or less of the median income for the COAH Region.
- D. Where the set-aside requirement of twenty (20%) percent in paragraph A., above, or fifteen (15%) percent in paragraph B., above, results in fractional unit, the total set aside requirement shall be rounded upwards to the next whole number.
- E. Developers shall have the opportunity to demonstrate that the set aside percentages set forth in paragraphs A. and B. above render the proposed project to be economically infeasible and, upon the provision of satisfactory proofs, may seek relief such as, but not limited to, additional density, a monetary subsidy from the City's Mount Laurel trust fund, bulk/design waivers, a payment in lieu of taxes, or other forms of relief, provided that developers shall not be permitted to seek reductions in the set aside required by this ordinance.

### **35-11.2 PERMISSIBLE MANNER OF SATISFACTION OF AFFORDABLE HOUSING OBLIGATION OF RESIDENTIAL DEVELOPERS**

A. For all residential development, an applicant shall satisfy its affordable housing production obligation through on-site housing production in connection with the residential project, which is one of the mechanisms permitted pursuant to COAH's regulations.

B. The other alternative mechanisms permitted under COAH's regulations include (a) the purchase of an existing market-rate unit at another location in the community and its conversion to an affordable price-restricted unit in accordance with COAH's criteria, regulations and policies, and/or (b) participation in reconstruction and/or buydown/write-down, buy-down/rent-down programs. An applicant shall only be entitled to satisfy its affordable housing obligation via one or more of the alternative mechanisms set forth above if the applicant demonstrates to the Common Council that one or more of the alternatives better advances the goals and policies set forth in the City's Housing Element and Fair Share Plan. The Common Council shall have the complete discretion to determine whether the alternative(s) better advances the goals and policies set forth in the City's Housing Element and Fair Share Plan.

C. Full and complete satisfaction of compliance with the affordable housing requirements of the development shall be a specific, automatic, essential and non-severable condition of all land use approvals. Pursuant to this condition, the applicant must demonstrate that it has satisfied the Zoning Board's affordable housing condition of approval prior to obtaining the first building permit and compliance with the affordable housing condition should be a continuing condition of all Board approvals for development.

### **35-11.3 COMPLIANCE WITH COAH'S RULES**

The affordable unit(s) to be produced pursuant to the sections 35-11.1 and 35-11.2 above shall be available to a low-income individual or household should only one affordable unit be required. Thereafter, each of the affordable units shall be divided evenly between low- and moderate income individuals and households except in the event of the applicable formulas resulting in an odd number of affordable units; in which event the unit shall be a low-income residential unit. All affordable units shall strictly comply with COAH's regulations, policies and the Uniform Housing Affordability Controls (UHAC), rules including, but not limited to, pricing, phasing, bedroom distribution, controls on affordability, range of affordability, affirmative marketing, and income qualification. It shall be the applicant's responsibility, at its sole cost and expense, to arrange for a COAH and City approved qualification service to ensure full COAH compliance and to file such certificates, reports and/or monitoring forms as may be required by COAH or the Court to verify COAH compliance of each affordable unit.

### **Section 2. SEVERABILITY.**

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

**Section 3. INCONSISTENCY.**

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

**Section 4. EFFECTIVE DATE.**

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

(Last additions in text indicated by underline; deletions by strikethroughs)

Dated:

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

Mayor

City Clerk

**APPROVE YEAR 2019 COUNCIL MEETING SCHEDULE**

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

1. That Regular Council meetings for 2019 shall be held in the Council Chamber, 512 Springfield Avenue, Summit, New Jersey at 7:30 p.m. according to the attached meeting schedule is hereby approved, and
2. That Closed Session meetings for 2019 shall be held in the Large Conference Room, 512 Springfield Avenue, Summit, New Jersey starting as early as 6:00 p.m., or as determined by the Closed Session agenda matters or "extra" presentations to be held at the Regular meeting and, as needed, in the Council Chamber after the Regular Council meeting according to the attached meeting schedule, is hereby approved.

Dated: December 4, 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, December 4, 2018.

City Clerk

# THE CITY OF SUMMIT

## ***Schedule of 2019 Meetings***

AGENDA SETTING MEETINGS <i>(Note: This meeting is for Staff only)</i> (Wednesdays 10:00 am)		COUNCIL MEETINGS	
-----	-----		
December 26		January 3 (a) (Th)* <i>January 7 (Mon) if rescheduled due to inclement weather)</i>	January 15
January 16	January 30	February 5	February 20 (Wed)
February 13	February 27	March 5	March 19
March 13	April 3	April 2	April 23
April 17	May 1	May 7	May 21
May 15	May 29	June 5 (b) (Wed)	June 18
June 19	July 1 (Mon)	July 9	July 23
August 14	August 28	September 3	September 17
September 11	September 25	October 2 (Wed)	October 15
October 16	October 30	November 6 (b) (Wed)	November 19
-----	-----	November 11 (c) (Mon)	November 21 (c) (Th)
November 11 (Mon)	November 20	December 3	December 17

- a) Organization Meeting – 7:30 p.m. (\*If meeting postponed due to inclement weather, the organization meeting will be rescheduled to Monday, January 7, 2019)
- b) Change in schedule due to Primary Election, June 4 and General Election, Nov. 5
- c) Appointments Meetings – Whitman Community Room 6:00 p.m. (Closed Sessions, Mayor and Council, City Clerk only).

This is not a notice requiring publication. It is provided in compliance with the Open Public Meetings Act and should be handled at your discretion.

Dated: 12/4/18, 1/3/19

Rosalia M. Licatiese, City Clerk

## SAFETY (R)

Resolution (ID # 6076)  
December 4, 2018

### **AUTHORIZE PROFESSIONAL SERVICES AGREEMENT IN EXCESS OF \$17,500.00 - NEW FIRE HEADQUARTERS ARCHITECTURAL DESIGN SERVICES - \$1,082,500.00**

WHEREAS, the City of Summit has a need to acquire architectural design services for the new Fire Headquarters as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the acquisition will exceed \$17,500.00, and

WHEREAS, LeMay Erickson Willcox Architects, PC, has submitted a proposal dated October 1, 2018, indicating it will provide the above referenced service for a total of \$1,082,500.00, which includes five phases: 1. Design Development \$300,000.00, 2. Construction Documents \$400,000.00, 3. Bidding \$30,000.00, 4. Construction Administration \$300,000.00, and 5. Post Construction \$10,000.00, and additional miscellaneous services and expenses to be provided at the rates established in the proposal, and

WHEREAS, the cost of said service for all five phases and additional miscellaneous services and expenses is not to exceed \$1,082,500.00, and

WHEREAS, funds for phases 1. Design Development, 2. Construction Documents, and 3. Bidding, including any miscellaneous services and expenses, will be certified subject to passage of ordinance #18-3178, and

WHEREAS, the continuation of the agreement for phases 4. Construction Administration and 5. Post Construction, including any miscellaneous services and expenses, and certification of funds for those services, will be subject to inclusion of the necessary funding in and adoption of the 2019 capital plan, and

WHEREAS, the anticipated term of this agreement is from the date of the fully executed agreement until the City's acceptance of the completion of the scope of services for all approved phases of the agreement through phase 5 if applicable, and

WHEREAS, LeMay Erickson Willcox Architects, PC has completed and submitted a Business Entity Disclosure Certification which certifies that LeMay Erickson Willcox Architects, PC has not made any reportable contributions to a political or candidate committee in the City of Summit in the previous one year, and that the contract will prohibit LeMay Erickson Willcox Architects, PC from making any reportable contributions to a political or candidate committee in the City of Summit through the term of the contract, and

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

WHEREAS, the Fire Chief has advised that this contract award complies with the Local Public Contracts Law.

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

1. That the Mayor and City Clerk are hereby authorized and directed to sign an agreement with LeMay Erickson Willcox Architects, PC, 11250 Roger Bacon Drive, Unit 16, Reston VA 20190, as described herein.
2. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
3. This contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because LeMay Erickson Willcox Architects, PC is a professional company that employs a person licensed by the State of New Jersey to perform architectural services.
4. That LeMay Erickson Willcox Architects, PC shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 52:32-44 (Business Registration), and the City’s insurance requirements.
5. A notice of this action shall be published in the Union County Local Source.

Dated: December 4, 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, December 4, 2018.

City Clerk



**Fire Department**

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

Meeting: 12/04/18 07:30 PM

## **RESOLUTION (ID # 6076)**

DOC ID: 6076

TO: Mayor and Common Council

FROM: Eric Evers, Fire Chief

DATE:

### **SUMMARY**

# Memo

**To:** Mayor and Council  
**From:** Michelle Caputo  
**Date:** 11/27/18  
**Re:** Non-Fair and Open Professional Services Contract Awards

Pursuant to N.J.S.A. 19:44A-20.5, this memo is to hereby certify that the following Professional Services contracts to be considered at the December 4, 2018 Council Meeting for award under a non-fair and open process each have an anticipated value in excess of \$17,500.00 and therefore the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play) shall apply:

- New Fire Headquarters Architectural Design Services – LeMay Erickson Willcox Architects, PC – \$1,082,500.00

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

## FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

## CITY OF SUMMIT – 2018

### Part I – Vendor Affirmation

<ul style="list-style-type: none"><li>• Summit Municipal Democratic Committee (Mayor Nora Radest, Council members Marjorie Fox, Matthew J. Gould, Beth K. Little, B. David Naidu,)</li></ul>	<ul style="list-style-type: none"><li>• Fox For Summit Council</li><li>• Beth Little for Council</li><li>• McTernan for Council</li></ul>
<ul style="list-style-type: none"><li>• Summit Republican City Committee (Council members Stephen Bowman, Mike McTernan, Mary Ogden)</li></ul>	

## Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

### **Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: LEMAY ERICKSON WILLCOX ARCHITECTS

Signed: Christopher S. Keene

Title: Principals / V.P.

Print Name: CHRISTOPHER S. KEHDE

Date: 11/20/2018

Subscribed and sworn  
November, 2021.

My Commission expires:

04/30/2021



Kayla Alexander  
(Affiant)  
Kayla Alexander, Notary Public  
(Print name & title of affiant) (Corporate Seal)

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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term “political party committee” means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. The term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to (see reverse for listing):

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest:" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form or a content-consistent facsimile may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

**This form or its permitted facsimile must be submitted to the City of Summit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	LeMay Erickson Willcox Architects, PC		
Address:	11250 Roger Bacon Drive, Suite 16		
City:	Reston	State:	VA
Zip:	20190		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Christopher Kehde Principal  
Signature Printed Name Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided .

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

**DOUBLE SIDED DOCUMENT**

## Continuation Page

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

Page \_\_\_\_\_ of \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 52:34-25**

**County Name: Union**

State: Governor, and Legislative Leadership Committees

Legislative District #: 21

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff	Surrogate
-------------	--------------	---------	-----------

Municipalities (Mayor and members of governing body, regardless of title):

Berkeley Heights Township	Kenilworth Borough	Roselle Park Borough
Clark Township	Linden City	Scotch Plains Township
Cranford Township	Mountainside Borough	Springfield Township
Elizabeth City	New Providence Borough	Summit City
Fanwood Borough	Plainfield City	Union Township
Garwood Borough	Rahway City	Westfield Town
Hillside Township	Roselle Borough	Winfield Township

Boards of Education (Members of the Board):

Berkeley Heights Township	Linden City	Scotch Plains-Fanwood Regional
Clark Township	Mountainside Borough	Springfield Township
Cranford Township	New Providence Borough	Union Township
Elizabeth City	Plainfield City	Westfield Town
Garwood Borough	Rahway City	Winfield Township
Hillside Township	Roselle Borough	
Kenilworth Borough	Roselle Park Borough	

Fire Districts (Board of Fire Commissioners):

None

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

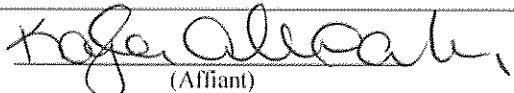
Stockholders:

Name:	Paul R. Erickson	Name:
Home Address:	9435 Talisman Drive Vienna, VA. 22182	Home Address:
Name:	Jared D. Willcox	Name:
Home Address:	11775 Stratford House Place Unit 204 Reston, VA. 20190	Home Address:
Name:	Christopher S. Kehde	Name:
Home Address:	2595 John Milton Drive Oak Hill, VA. 20171	Home Address:

Subscribed and sworn before me this 20 day of November, 2021

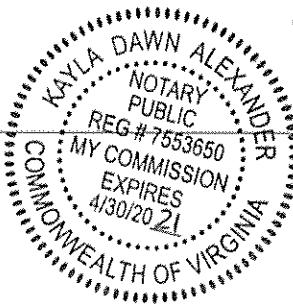
(Notary Public)

My Commission expires: 04/30/2021


  
(Affiant)

 Kayla Alexander, Notary  
 (Print name & title of affiant) Public

(Corporate Seal)





**CITY OF SUMMIT  
FIRE DEPARTMENT**

**MEMO**

TO: MEMBERS OF THE PUBLIC SAFETY COMMITTEE  
 MAYOR RADEST  
 CITY ADMINISTRATOR ROGERS  
 COUNCIL CHAIR GOULD  
 COUNCILMEMBER BOWMAN

FROM: CHIEF ERIC EVERES

DATE: NOVEMBER 14, 2018

COPY TO: COUNCIL PRESIDENT NAIDU  
 ROSEMARY LICATESE, CITY CLERK

---

A resolution is requested at the Common Council meeting of December 4, 2018 to authorize an agreement for architectural design services for the new Fire Headquarters with the architectural firm of:

LeMay, Erickson and Willcox, Architects  
 11250 Roger Beacon Drive, Suite 16  
 Reston, Virginia  
 License # 21AI01919100

The attached proposal, dated October 1, 2018, illustrates the services this firm will provide for us in the next steps of this process.

The cost of these services is not to exceed \$1,082,500.00. The Business Entity Disclosure Certification, Political Contribution Disclosure, and Purchasing Agent Determination of Value, are attached pursuant to NJSA 19:44-20.4 et seq.

Funding provided in Capital ordinance # 18-3178, will cover *Design Development, Construction Documents, and Bidding* phases. *Construction Documentation and Post Construction* phases will be funded in the proposed 2019 capital plan.

This contract may be awarded without competitive bidding as a "Professional Service" in accordance with NJSA 40A:11-5(1)(a)(i) of the Local Public Contracts Law. The term of this agreement will be from the date of the fully executed agreement to the date of the City's acceptance of the completed scope of services. The City's Minimum Standard Insurance Requirements as adopted on May 17, 2016 shall apply.

I respectfully request your authorization of this resolution.



## Attachment "A"

### AGREEMENT BETWEEN ARCHITECT AND OWNER

**Owner:** City of Summit, New Jersey

**Address:** 512 Springfield Avenue, Summit, NJ 07901

**Architect:** LeMay Erickson Willcox Architects, pc

**Address:** 11250 Roger Bacon Drive, Unit 16, Reston, Virginia 20190

**Project:** Architectural Design Services for the new City of Summit Fire Headquarters

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**A. Project Understanding.** LeMay Erickson Willcox Architects proposes to provide architectural services for the new Fire Headquarters for the City of Summit, New Jersey. The Architect's scope of services shall consist of continued design services based on the approved Schematic Design, dated 05/01/18, and shall include the Design Development Phase, Construction Documents Phase, Bidding Phase, and Construction Administration Phase. The scope of services shall also include structural, mechanical, plumbing, electrical, and civil engineering design services.

1. **Project Location: Broad Street East Lot at Walnut Street, Summit, NJ 07901; As represented in Schematic Design documents**

**B. Scope of Services.** LeMay Erickson Willcox Architects ("LEWA" or "Architect") agrees to provide the following design services (the "Services") for City of Summit ("Owner" or "City"):

1. **Design Development Phase Service.** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
2. **Construction Document Phase.** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development



Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review.

**3. Bidding Phase.** The Architect shall assist the Owner in bidding the Project by:

- a. facilitating the distribution of Bidding Documents to prospective bidders;
- b. participating in a pre-bid conference for prospective bidders as conducted by the Owner;
- c. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- d. participating in the opening of the bids, as coordinated by the Owner.

**4. Construction Phase Services.** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below:

- a. General.
  - i. The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
  - ii. The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
  - iii. The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
- b. Evaluations of the Work.
  - i. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such



Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

- ii. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- c. Submittals.
  - i. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.
  - ii. In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
  - iii. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
  - iv. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time



limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

- d. Changes in the Work.
  - i. The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- e. Project Completion.
  - i. The Architect shall conduct a review of the Work to determine the date or dates of Substantial Completion and the date of final completion.
  - ii. The Architect's review shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

5. **Sustainable Design.** The project shall incorporate sustainable design principles as appropriate for and consistent with the programmatic and durability requirements of a fire and rescue facility. The scope of design services does not include registration and/or documentation of the project for any formal green building certifications such as USGBC LEED certification.

### C. Compensation.

- 1. **Fees.** For the Architect's Design Services described herein, the Owner shall compensate the Architect as described in the attached fee proposal (Attachment "B"), dated 10/01/18.
- 2. **Additional Services.** Should there arise a need for the Scope of Work to increase beyond that outlined in this Agreement, the Architect shall notify the Owner promptly of such need. The Architect agrees that no Additional Services or increase to the above Fees will be undertaken without the prior consent in writing of the Owner. Such Additional Services may include changes to work previously approved and attending meetings and/or presentations. Upon the Owner's written consent, such Additional Services shall be billed at the Architect's current hourly rates.
- 3. **Additional Services of Consultants.** Additional Services of consulting engineers, including civil engineers, mechanical engineers, and structural engineers, should these be required, shall likewise be incurred only with the Owner's prior written consent. Upon consent for such Additional Services, consultant services shall be invoiced as a "Reimbursable Expense."
- 4. **Compensation for Reimbursable Expenses.**
  - a. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
    - i. Transportation and authorized out-of-town travel and subsistence
    - ii. Fees paid for securing approval of authorities having jurisdiction over the Project;



- iii. Printing, reproductions, plots, standard form documents;
- iv. Postage, handling and delivery;
- v. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- vi. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- vii. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- viii. All taxes levied on professional services and on reimbursable expenses;
- ix. Site office expenses; and
- x. Other similar Project-related expenditures.

b. For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20%) of the expenses incurred.

## 5. Hourly Rates.

### LeMay Erickson Willcox Architects

Principal Architect (PRE)	\$260
Principal Architect (CK)	\$220
Associate Architect	\$160
Senior Project Manager	\$185
Project Manager	\$145
Senior Project Architect	\$140
Project Architect / Designer	\$135
Design Staff III	\$115
Design Staff II	\$105
Design Staff I	\$95
Accounting	\$145
CRM / Administrative	\$110

### Pennoni (Civil/Geotech/Traffic Engineering)

Senior Principal Professional	\$300
Principal Professional	\$275
Senior Professional	\$225
Project Professional	\$175
Staff Professional	\$150
Associate Professional	\$140
Graduate Professional	\$120
Technician III	\$108
Technician II	\$100
Technician I	\$90
Survey Crew	\$210
Senior Field Technician	\$112
Field Technician	\$90



City of Summit Fire Headquarters  
Agreement for Architectural Services  
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Laboratory Technician	\$80
Building Code Official	\$96
Project Assistant	\$70

Ehlert Bryan Structural Engineers

Principal	\$250
Senior Project Manager	\$200
Project Manager	\$170
Assistant Project Manager	\$155
Design Engineer	\$140
Senior BIM Technician	\$135
BIM Technician	\$115
Clerical	\$95

Brinjac Engineers (MEP)

Principal	\$235
Project Manager	\$180
Senior Engineer	\$165
Senior Designer	\$125
CADD Operator	\$80
Administration	\$70

Setty (Fuel Station Designer)

Principal	\$283
Project Manager	\$191
Senior Engineer / Architect	\$185
Engineer / Architect	\$160
Commissioning Agent	\$155
Designer / Sr. Draftsperson	\$136
CAD Draftsperson	\$98
Administrative / Clerical	\$93

Becker & Frondorf (Cost Estimator)

Principal	\$244
Project Estimator	\$150
Assistant Estimator	\$105
Administrative	\$87

**D. Terms and Conditions:**

- The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's services for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the



author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project and payment in full to the Architect, the Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

- b. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.
- c. The Owner recognizes that the design and construction of the Project is one of first impression and, as a result, there will be a need for coordination of and adjustment to the Contract Documents during the Construction Phase of the Project. This may result in the addition of features that were not included in the original design and will increase the cost of the Project. While the Architect will provide the design services necessary to accomplish the coordination of and adjustment to the Contract Documents as a part of Basic Services, the Owner will be responsible for the additional cost of such features as if they had been included in the original design. The Owner will establish a contingency to cover such additional costs.
- d. Moreover, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If, after the issuance of the building or other permit, modification(s) to the Contract Documents are required because of an interpretation by the Code Authority which had not been previously given or, which if given, was different from or inconsistent with a prior interpretation of the Code Authority, the Architect shall make the required modification(s). While the Architect will make the modification(s) as part of Basic Services, the Owner will be responsible for any additional construction costs associated with such modification(s).

2. The Architect and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

3. *Invoicing and Compensation. Invoices will be issued monthly or from time to time as services are provided. Work shall be invoiced by Task for the percent complete of that Task for that invoice period.* Invoices are due and payable in full on the date issued. A one percent (1.0%) per month interest fee will be added to all unpaid invoices exceeding thirty (30) days.

- a. Any inquiry or questions concerning the substance or content of the invoices shall be made to the Architect in writing within ten (10) days of the date of each invoice. A failure to notify the Architect within the period shall constitute a waiver to any



claim with respect to the content or accuracy of the invoice as well as the quality of the services provided.

- b. Failure of the Owner to make payment to the Architect for any reason in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- c. If the Owner fails to make payment when due to the Architect for services and expenses, the Architect may, upon seven days' written notice to Owner, suspend performance of services under this Agreement. Unless payment in full is received suspension shall take effect without further notice. In the event of a suspension or termination of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension or termination of services

4. *Termination and Suspension. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.*

- a. *The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.*
- b. *In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.*
- c. *If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.*

5. This agreement shall be governed by the laws of the State of New Jersey insofar as those laws relate to matters of formation, construction, validity, interpretation, performance and enforcement.

6. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

7. To the extent a claim is covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. Such waiver shall not include any rights they may have to the proceeds of such insurance. The Owner and Architect each shall require similar waivers from the contractors, consultants and agents.



City of Summit Fire Headquarters  
Agreement for Architectural Services  
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8. The Owner and Architect agree that services performed by the Architect pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Owner or the Architect to benefit any person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the services performed by the Architect pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this contract.
9. The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement or any rights thereunder without the written consent of the other.
10. The individuals executing this document certify, represent and warrant that each has the full right and authority to commit fully and bind their party, its representative, agents, principals, predecessors, successors in interest, and privies, according to the provisions hereof. Said individual agrees to indemnify, defend and hold the other party harmless from any and all claims, actions, suits, liabilities and demands whatsoever arising from the asserted and/or actual invalidity of this Agreement due to said individual's lack of authority to execute this document.
11. This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement entered into the 1st of October, 2018.

**O W N E R**

City of Summit, NJ

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

**A R C H I T E C T**

LeMay Erickson Willcox Architects, pc

By \_\_\_\_\_  
(Signature)

Christopher S. Kehde, AIA, Principal  
(Printed name and title)

## Attachment "B"



LeMay Erickson Willcox Architects

10/1/2018

11250 Roger Bacon Drive, Site 16  
 Reston, Virginia 20190

**CITY OF SUMMIT FIRE DEPARTMENT  
 FEE PROPOSAL**

Basic Services	Total	Design Development	Construction Documents	Bidding	Construction Administration	Post Construction
<b>Basic Services Sub-Total:</b>	\$1,040,000.00	\$300,000.00	\$400,000.00	\$30,000.00	\$300,000.00	\$10,000.00
Reimbursables Allowance:	\$42,500.00					
<b>Basic Services Total:</b>	<b>\$1,082,500.00</b>	<b>\$300,000.00</b>	<b>\$400,000.00</b>	<b>\$30,000.00</b>	<b>\$300,000.00</b>	<b>\$10,000.00</b>

**Base Fee Clarifications:****General:**

1. It is our understanding that the City intends to build a two story, approximately 33,000 SF fire station with a training mezzanine. The program includes 4 apparatus bays, associated bay support spaces, and a lobby/museum on the first floor. The second floor contains the kitchen/dining/day room, bunks, shower/lockers, conference room, training room for 24, administrative spaces and access to a rooftop patio.
2. LEWA understands that this project will not be LEED Certified and Design Services associated with LEED Design and Certification have not been included in the fee. If the City chooses to pursue LEED Certification, associated design services can be provided as an additional service.
3. LEWA anticipates that the design for the station alerting system will be provided by a station alerting vendor as selected by the Fire Department. The vendor will prepare and provide design drawings to LEWA for coordination and location of devices and associated junction boxes, providing power, and integrate conduits into the overall design. The vendor will provide all drawings as required for permitting, bidding, and construction.



LeMay Erickson Willcox Architects

10/1/2018

11250 Roger Bacon Drive, Site 16  
Reston, Virginia 20190

## CITY OF SUMMIT FIRE DEPARTMENT FEE PROPOSAL

**Base Fee Clarifications:**

**General:**

4. Construction Administration: LEWA anticipates a competent General Contractor will be selected through the bidding process. The construction period assumed to be 15 months from "Notice to Proceed" to "Substantial Completion". LEWA has included 30 field meetings, including one (1) punch list and one (1) final inspection meetings. Additional visits by the Project Manager can be provided at \$1,400.00/visit. LEWA has included review of up to 150 submittals with up to two reviews of each submittal. Review of additional submittals shall be an additional service. LEWA has included review and response of up to 100 RFIs. Review of additional RFIs shall be
5. The Architect and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.
6. The Architect anticipates that the majority of meetings of Design Development and Construction Document phases shall be addressed via conference calls with screen share. The Architect has included (1) in-person meeting for each design phase. Attendance at additional meetings shall be an additional service.

**Civil Engineering:**

See scope of services in Attachment "C"

**Structural Engineers:**

1. It is Ehler Bryan's (EB) understanding that the project consists of a new two-story approximate 33,000 SF fire station with two training mezzanines. The building will be a steel-framed structure with load-bearing masonry walls. For the purposes of this proposal, conventional spread and strip footings are assumed.
2. Design Development: EB shall prepare drawings consisting of framing and foundation plans with preliminary sizes.
3. Design Development: EB shall attend up to two (2) design meetings with the client via conference call.
4. Construction Documents: EB shall prepare drawings and structural specifications with submittals at 50%, and 100% (Permit and Bid).
5. Bidding: EB shall respond to permit and bid questions, and prepare addenda.
6. Construction Administration: EB shall review shop drawings and respond to contractor RFI's during construction.



LeMay Erickson Willcox Architects

10/1/2018

11250 Roger Bacon Drive, Site 16  
Reston, Virginia 20190

## CITY OF SUMMIT FIRE DEPARTMENT FEE PROPOSAL

**Base Fee Clarifications:**

**Structural Engineers:**

7. Construction Administration: EB shall perform up to 2 (two) site visits and prepare field reports.
8. Additional meetings or site visits can be performed as an additional service at a rate of \$1,300.00/per day plus expenses.

**Structural Exclusions:**

1. Design of deep foundations, mat footings, structural grade slabs, and grade beams due to unforeseen or poor soil conditions
2. Site structures including retaining walls, sign supports, and civil structures
3. Document preparation for alternate bids, segregated contracts, or early foundation or framing packages for Permit or Bid
4. Design related to contractor's equipment (such as tower crane foundations or lifts) or construction methods including, but not limited to temporary shoring and bracing, support of excavations, and underpinning
5. Shop drawing review occasioned by improper or incomplete submittals
6. Drawing revisions inconsistent with instructions previously given by Client, including program or budget adjustments and revisions to the building code
7. Preparation for and appearance as witness or consultant for any public hearing, arbitration, or legal proceedings with respect to this project
8. Preparation or evaluation of detailed opinions of probable cost

**MEP Engineers:**

1. Services will include preparation of the Design Development, Permit, and Construction Documents
  - Services will include coordination with all related disciplines
  - The design will satisfy the facility's program requirements and applicable mechanical, electrical, plumbing, and energy codes



LeMay Erickson Willcox Architects

10/1/2018

11250 Roger Bacon Drive, Site 16  
Reston, Virginia 20190

## CITY OF SUMMIT FIRE DEPARTMENT FEE PROPOSAL

### Base Fee Clarifications:

#### MEP Engineers:

2. The design will include:
  - Normal and emergency power distribution systems to serve the proposed facility
  - Interior and exterior lighting. Interior lighting fixtures will be selected and scheduled. We will design the lighting layout, perform advanced interior lighting design, and verify foot candle levels in all spaces. We will circuit and provide controls for lights and perform the ComCheck code compliance analysis to verify design complies with code. Exterior lighting layout, photometrics, and fixture selection by Pennoni; Brinjac will provide circuiting and pole foundation details. Brinjac will provide lighting design for the fuel station which includes fixture selection, controls, and circuiting.
  - HVAC systems including distribution of ductwork and piping systems, appurtenances, and associated automatic temperature controls based on the selection of the packaged DX gas fired VAV roof top unit as selected in Schematic Design phase.
  - Plumbing systems including domestic water, natural gas, storm water, and sanitary waste and vent systems. Brinjac will design domestic water storm and sanitary systems up to a point of five (5) feet beyond the building envelope. Fire alarm system throughout the facility.
  - Performance based sprinkler system specifications. The performance specifications will be supplemented by Fire Protection Drawings which will include fire service size, fire service layout up to five (5) feet outside the building envelope, and sprinkler
  - Security system design including parking control will be provided. This will include design of all camera locations, card readers, and access doors and gates.
  - Design of AV and Telecom systems will be provided including layout of IT Closet and site utility coordination for data/voice service providers.
  - Support for the alerting system system will be provided. This will include coordinating location of devices and associated junction boxes, providing power, and integrate conduits into the overall design.
3. Services will include coordination with gas and electric utilities as follows:
  - Submit all required documentation to the local utilities for service request
  - Provide electrical site plan detailing electrical and telecom service design
  - Provide mechanical site plan detailing gas service design
  - Design, specifications, light locations and electrical power/ controls for site lighting within the area of work
  - Services will include review construction cost estimates and provide comments relative to scope, quantities and major equipment costs. Separate reviews are anticipated for the Conceptual Design, Design Development and Construction documents.
4. All drawings will be produced using Revit 2017. Specifications will utilize edited A.I.A. Master Specification sections.
5. One set of original specifications and drawings will be delivered at each project milestone. Reproduction and distribution to other consultants, the Owner, or Construction Manager is not included.



LeMay Erickson Willcox Architects

10/1/2018

11250 Roger Bacon Drive, Site 16  
Reston, Virginia 20190

## CITY OF SUMMIT FIRE DEPARTMENT FEE PROPOSAL

**Base Fee Clarifications:**

**MEP Engineers:**

6. Design Development services include:
  - Attend coordination/review meetings via conference call.
  - Perform calculations for HVAC, GAS, Water, Electrical, and size the generator.
  - The Design Development documentation will include floor plans, diagrams, equipment schedules and other information necessary to describe the materials, equipment and systems necessary for the project. The following RFP items will be covered:
    - (a) Typical floor plans with major items of equipment and panel locations shown
    - (b) Preliminary details of major unique conditions, including coordination with civil on utility services
    - (c) Location of all HVAC equipment including exterior air intake/exhaust locations
    - (d) Lighting plans with controls
    - (e) Proposed lighting fixture schedule
    - (f) Power plans with telephone and data
    - (g) Fire protection and fire alarm system
    - (h) Generator, fuel tank, and transform locations
7. 50% Construction Documents services include:
  - Attend coordination/review meetings via conference call
  - Refine calculations for HVAC, GAS, Water, Electrical, and generator sizing
  - 50% Documents will include floor plans, riser diagrams, equipment schedules, details, control drawings and other information necessary to describe the materials, equipment and systems necessary for the project.
  - Perform an internal QA/QC for coordination between disciplines and architectural drawings.
  - Submission documents will include: Plans, Calculations, Specifications.
  - Review the cost estimate.
8. 95% Construction Documents – Permit Submission services include:
  - Attend coordination/review meetings via conference call
  - 100% Construction Documents will be complete and ready for permitting
  - Perform an internal QA/QC for coordination between disciplines and architectural drawings
  - Submission documents will include: Plans, ComCheck and other permit required forms, Specifications
  - Review the cost estimate
9. 100% Construction Documents – Bid Submission:
  - Final internal QA/QC for coordination between disciplines and architectural drawings
  - Submit final 100% drawings and specifications



LeMay Erickson Willcox Architects

10/1/2018

11250 Roger Bacon Drive, Site 16  
Reston, Virginia 20190

## CITY OF SUMMIT FIRE DEPARTMENT FEE PROPOSAL

**Base Fee Clarifications:**

**MEP Engineers:**

10. Construction Bidding:
  - Respond to bid questions
  - Attend the pre-bid conference
  - Prepare clarifications and addenda for bid RFIs
  - Assist City in evaluating the bids
  - Brinjac, if required by the City, shall propose changes to the building design and construction specifications should the lowest qualified construction bid exceed the final approved cost estimate by more than seven percent (7%).
11. Fee does not include Sustainable Development/LEED Specialized Design Services such as Daylighting Analysis, Photovoltaic Panels, Hot Water Solar Panels, Grey Water, System, Geothermal System. If desired, these services can be provided as an additional service.
12. Construction Phase services include:
  - Services will be as set forth in the 1997 edition of the AIA Document 201.
  - Services will include four site visits: Attendance of two (2) progress meetings, one (1) above ceiling inspection, and one (1) final punch.
  - Services will include periodic site visits during construction for the purposes of verifying compliance of work with the Contract Documents. An allowance of two (2) site visits is included for the construction duration.
  - We shall respond to RFIs, review PCOs, and issue revisions and clarifications as needed.
  - Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting there from.
  - Prior to ceiling close in, we shall perform and above ceiling inspection.
  - A final punch shall be performed for all disciplines.
  - Review of the O&M manuals.
  - Services will include preparation of electronic Record Drawings which will include addendums, bulletins, and mark-ups provided by the contractor. **Surveying for the purpose of preparing "as-built" drawings is not included.**



LeMay Erickson Willcox Architects

10/1/2018

11250 Roger Bacon Drive, Site 16  
Reston, Virginia 20190

## CITY OF SUMMIT FIRE DEPARTMENT FEE PROPOSAL

**Base Fee Clarifications:**

**MEP Exclusions**

13. The following Engineering services are not included in the scope of services but can be provided as an additional service:

- Engineering services for work not described above
- LEED
- Preparation of Guaranteed Maximum Price Documents (GMP).
- Acoustical or vibration control consultation.
- Programs changes after owner acceptance of Design Development documents.
- Detailed sprinkler design including head layout and sprinkler system pipe sizing.
- Fee(s) associated with obtaining government approvals or permits.
- Meetings or site visits in excess of the amounts stated above.
- Reproduction of documents for distribution to other consultants, the Owner or the Construction Manager.

14. Reimbursables: Brinjac will provide up to three copies of correspondence/reports, first class US Mail, and local telephone. Travel will be billed at \$0.545 per mile. Additional reimbursable expenses shall include printing and reproduction of documents beyond three copies, express mail, special delivery mail and messenger charges, long distance travel and telephone expenses.

**Cost Estimators:**

1. The fee proposal includes one (1) cost estimate at the Design Development phase, two (2) cost estimates during the Construction Documents Phase, and an update to pick up any edits/comments.

2. No meetings have been included in this fee proposal. If needed, meetings can be provided as an additional service for a fee of \$400.00 per meeting.

**Fuel Tank Design**

1. It is Setty's understanding that the fuel tank design will be comprised of a 6,000 gallon diesel tank and dispenser, and a 4,000 gallon gasoline tank and dispenser. The design is modeled after an existing fuel station at an existing site.

2. SETTY's services shall be limited to providing performance specifications and drawing updates as required to allow for Delegated Design of the fuel tank and dispenser systems. The scope regarding demolition shall be limited to update of the existing fuel system demolition drawing. Only Construction Document submissions are included in SETTY's scope. This is delegated design only; Setty will not be responsible for signing and stamping the drawings or specifications.

3. Please note that coordination with the appropriate environment regulatory authority shall be by the General Contractor (GC). The General Contractor (GC) shall also be responsible for all permitting related to the design and installation of the fuel tank and dispenser systems.



LeMay Erickson Willcox Architects

10/1/2018

11250 Roger Bacon Drive, Site 16  
Reston, Virginia 20190

## CITY OF SUMMIT FIRE DEPARTMENT FEE PROPOSAL

### Base Fee Clarifications:

4. Permit/ Construction Documents (CD):

#### Deliverables:

- a. 50% and 100% CD Drawings
- b. Final edited M/P Specifications will be provided
- e. Permit set documents will be provided in pdf format. If hard copies are necessary, they can be provided as an additional service.

#### Meetings:

b. Setty will participate in phone conferences as needed during the permit/construction documents phase. In person meetings shall be billed as an additional service.

5. If necessary, site visits during Construction Administration can be provided for a fee of \$800.00 per visit.

#### Excluded Services:

- Fuel filter design
- Fuel polisher design
- Soil testing
- Any permitting or permits
- Signage design and architectural design
- Stamped and Sealed Drawings and Specifications

## Attachment "C"

June 5, 2018

Lemay Erickson Willcox  
11250 Roger Bacon Dr. Suite  
16 Reston, Virginia 20190

RE:      Summit Fire House  
              Summit, NJ

### SCOPE OF SERVICES

#### **A. DESIGN DEVELOPMENT PHASE**

##### BOUNDARY AND TOPOGRAPHIC SURVEY

Pennoni will prepare a Boundary Survey of Block 3302, Lot 2 in accordance with the N.J.A.C. 13:40-5.1, "Preparation of Land Surveys". This survey will be in accordance with an existing Title Report supplied by your office at the time of Authorization to Proceed. Boundary information will be relative to the New Jersey State Plane Coordinate System, (N.J.S.P.C.S.). The property corners will not be set, however any existing monuments, iron rods, etc., located will be shown on the plan. A waiver as required by law will be executed by an authorized agent for the client.

A partial Topographic Survey of Block 3303, Lot 2 will be performed in accordance with the "National Map Accuracy Standards". Our vertical datum will be based on the North American Vertical Datum (NAVD 88) and tied into an Acceptable Published Bench Mark. Spot elevations will be taken along roads, gutters, curbs, first floor elevations, and other significant land features. Spot elevations will be taken to the nearest hundredth of a foot (0.01') on hard surfaces and to the nearest one-tenth of a foot (0.1') on grass or earth surfaces. Contouring will be shown at 2' intervals.

##### ATTEND PROJECT COMMENCEMENT:

Pennoni will Attend and participate in a project kick-off meeting with the project stakeholders to assist in the development of a project directory, assist in the establishment of the project meeting schedule, and review project procedures as well as discuss any project particulars that the stakeholder's who like to review.

### ENVIRONMENTAL PRELIMINARY ASSESSMENT

Pennoni has prepared this proposal for the performance of a Phase I Environmental Site Assessment (ESA) of the proposed Summit Fire House, located at 301 Broad Street, Summit, NJ, a portion of Block 3303, Lot 2 (referred to hereafter as "subject property" or "Site") (see attached map). The purpose of the ESA is to identify recognized environmental conditions (RECs) as defined in United States Environmental Protection Agency (US EPA) rules under 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI), and the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: E 1527-13* consisting of conditions indicative of releases or threatened releases of hazardous substances on, at, in or to the Site.

Additionally, an AAI compliant ESA aids in understanding the environmental status of the Site so that the "user" (as defined in the ASTM Standard) may qualify for either the: "innocent land owner", "contiguous property owner", or "bona fide prospective purchaser" limitations on liability that are provided for under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). These liability limitation categories are referred to as Landowner Liability Protections (LLPs) and are defined in the Small Business Relief and Revitalization Act (the federal "Brownfields Law"). On November 1, 2005, the EPA published the final rule establishing the AAI Standards and Practices. The new regulation became effective November 1, 2006 and established that use of the ASTM Standard E-1527-13 is sufficient protocol for meeting AAI requirements under CERCLA.

Pennoni will prepare an ESA of to evaluate current environmental conditions that may be present at the site and will incorporate any readily available results of previous environmental investigations. The ESA will meet the requirements for All Appropriate Inquiries (AAI) under the federal Rule. The ESA will begin with a review of information on the Site and surrounding properties. This information will be reviewed for indications of Site usages or industrial practices that may have resulted in potential environmental contamination or liability.

Sources of environmental information typically include:

- An industry-standard environmental database search;
- New Jersey Department of Environmental Protection (NJDEP) public domain records;
- United States Environmental Protection Agency public domain records; and,
- Standard historical resources as defined by ASTM E1527-13.

The environmental database search will be accomplished through an industry-standard service provided by a third-party search firm to determine if the Sites appear on any of the standard environmental record sources specified in ASTM E 1527-13.

Pennoni will review historical sources including aerial photographs, fire insurance and other historical maps, property tax files, recorded land title records, historic topographic maps, local street directories,

building department records, and zoning/land use records, as available, to determine past and present uses of the Site and surrounding areas.

In addition, local regulators will be contacted, as appropriate. This could include city officials; sanitary authority personnel; and county, state, or federal departments with responsibility for environmental regulation and enforcement in the area. Pennoni personnel will review the above information to determine if the Site may have been used historically for purposes that could have affected the environment.

Furthermore, as part of the ESA, Pennoni will conduct a formal Open Public Records Act (OPRA) file review with the New Jersey Department of Environmental Protection (NJDEP) to review available files that may provide further insight related to the environmental condition of the site.

Pennoni will perform a site reconnaissance, including a visual inspection of accessible portions of the targeted portion of the Site. The purpose of the visit will be to identify current or past uses of the Site and surrounding properties which could have contaminated the Site or that potentially represent environmental concerns that should be further investigated by direct soil and/or water sampling or other indirect survey methods.

Pennoni will determine the general Site settings, list uses of adjoining properties, determine geological, hydrogeologic and topographic settings, and make note of roads and utility services. To the extent that certain features are visually or physically observable or can be interpreted from interviews or records review, we will report on the presence of the following:

- storage or handling of identified hazardous materials and unidentified chemicals in tanks, drums or containers;
- underground storage tanks (USTs) and aboveground storage tanks (ASTs);
- drains and sumps;
- stains and corrosion;
- pits, ponds, or lagoons;
- stained soil or pavement;
- stressed vegetation and surface anomalies;
- fill material;
- municipal, regulated and biomedical waste disposal practices;
- solid waste and waste water;
- wells and septic systems;
- suspect materials containing polychlorinated biphenyls (PCBs);
- suspect asbestos-containing material (ACM);
- suspect lead-based paint (LBP);
- lead in drinking water;
- wetlands;
- radon gas; and,
- mold.

Pennoni will also make note of the presence or absence of chemical usage and any observed containers of hazardous materials, substances, and chemicals observed on the Site that are: a) likely to be

regulated, b) that may require special handling when removed from the Site and/or sent for disposal, and c) that represent a concern if there were historically improperly handled or released into the ground of the Site.

Observation of similar features on adjoining properties will be limited to conditions discernable from the Site or from public accessible property fronting the adjoining properties unless the client otherwise obtains a "right-of-entry" to the adjoining properties.

Upon completion of the investigation, Pennoni will prepare an ESA report which will detail our findings including documentation to support analysis, opinion and conclusions. The technical report will identify and explain recognized environmental conditions identified on the Site, as defined by ASTM E 1527-13 and provide detailed recommendations for further investigations, if necessary.

### **ASSUMPTIONS**

- Access to the Site will be available on the requested time and date of the site visit;
- The investigation will be confined to the target area identified on the attached map;
- Someone with knowledge of the Site and past usages will be available to be interviewed;
- The ESA will proceed uninterrupted and without delay based on the schedule provided in this proposal or as arranged prior to project initiation;
- Client shall provide available historical documentation within five working days of authorization to proceed. Any historical documentation received after five working days may need to be reviewed on a time-and-materials basis with prior client approval in accordance with the attached fee schedule;
- No invasive soil sampling will be conducted;
- An OPRA file review of available documents will be conducted at the NJDEP office; and,
- One (1) electronic copy of each final technical report in PDF format will be provided to you.

### **GEOTECHNICAL**

#### ***Task 1 - Available Data Review***

We will compile, review, and evaluate readily available existing information related to the proposed development at the referenced site. We will research our files for nearby projects and review available subsurface data.

#### ***Task 2 - Field Exploration***

Based on our reviews, we will develop/modify exploration and testing programs to obtain the necessary information pertinent to interpretation of subsurface conditions at the project site. For the purpose of this proposal, we have roughly estimated that the footprint of the new firehouse is 125 ft by 150 ft. The 2015 NJIBC requires 1 boring for every 2500 sq. ft. of built-over area resulting in approximately 8 borings. When the footprint of the firehouse is better established the test boring coverage must be reviewed to determine that there is proper boring coverage to meet the IBC requirements.

We will stake out exploration locations in the field and determine ground surface elevations based on the existing survey information which may be available. We will engage a qualified geotechnical driller to complete the test borings. We assume the borings will be accessible to a truck-mounted drilling rig.

Standard Penetration Test (SPT) borings will be advanced to depths on the order of 25 to 40 ft below existing grades. Sampling will be in general accordance with ASTM D 1586 and ASTM D 1587. We will sample the soil continuously from the ground surface to 10 ft and then in 5 ft intervals until the termination depth is reached. We will extend the borings accordingly until soils with a satisfactory relative density or consistency are obtained but this additional work will not proceed until the additional scope is discussed with your office. Undisturbed thin-wall tube samples will be taken as necessary to facilitate proper laboratory testing. Observations for ground water will be made in the borings during drilling and after completion.

Pennoni will provide full-time observation by an experienced engineer or geologist for the drilling operations. At the conclusion of the field program, we will backfill the test borings with cement grout in accordance with the NJDEP requirements and patch-in-kind. We have not included provisions for long-term site restoration beyond that described herein but can do so for a fee to be negotiated.

### ***Task 3 - Infiltration Tests***

In addition to the test borings, the scope of field investigation will include two (2) profile test pits and two (2) infiltration test pits for the purpose of performing infiltration tests in the area of the proposed Storm Water Management basin. We assume that will be able to conduct the test pit in areas not covered by asphalt. The test pits will be examined by our Geotechnical Engineer who will identify the subsoils, and record and describe any "soil mottling" observed in the soil profile to obtain information regarding the Seasonal High-Water Level (SHWL). We propose to perform two (2) double-ring infiltration tests at the proposed bottom elevation of the Storm Water Management basins. The infiltration tests will be conducted by our Geotechnical Engineer.

We will engage the services of a qualified contractor to excavate the test pits. At the conclusion of the field program, we will backfill the test pits with the excavated soils and compact nominally with the backhoe bucket. The surface of each test pit up to the asphalt will be covered with gravel and compacted. You should be aware that settlement and softening of the replaced soil often takes place leading to depressions or holes at the ground surface. We have not included provisions for site restoration beyond that described herein but can do so for a fee to be negotiated, if requested.

### ***Task 4 - Laboratory Analysis***

Samples obtained in the field will be delivered to our laboratory. Tests will be performed on selected representative samples to determine classification and engineering properties as required. Should more elaborate laboratory testing such as consolidation characteristics and/or shear strength determination be deemed necessary, these can be performed for the unit rates provided. Our services do not include testing or other type of investigation regarding the possible presence of hazardous or toxic substances either on-site or in imported materials.

### ***Task 5 - Report and Recommendations***

We will make engineering analyses to include interpretation of subsurface conditions at the project site, evaluation of conditions with respect to the proposed construction, settlement analyses, and bearing capacity analyses. We will summarize our findings in a geotechnical engineering report which will present conclusions and recommendations regarding:

- foundation design, including a discussion of alternate solutions, if applicable, anticipated total and differential settlements;
- impacts of the proposed new construction on the adjacent structures (rail siding, retaining wall), if necessary;

- design frost depth;
- floor slab design;
- discussion of potential for consolidation and/or differential settlements of substrata encountered;
- “general procedure” Seismic Soil Site Classification in accordance with Table 1613.5.2 of the 2015 NJ International Building Code;
- evaluation and determination of the earthwork requirements for use in preparation of the site area, including material selection and placement operations;
- suitability of on-site material for re-use as fill/backfill as part of the site work for the project;
- ground water conditions;
- removal or treatment of objectionable material, and;
- quality assurance, field-testing, and observation during construction.

### **Task 6 - Contingency Work**

If additional field exploration or laboratory testing are requested other than those outlined in this proposal, we will develop the recommended scope of work along with the associated fee(s) and present them for approval. No additional work will be initiated without first receiving authorization from the Client. Attendance at meetings and any other engineering service not specifically outlined in this proposal will be invoiced in accordance with our professional Fee Schedule.

### **ASSUMPTIONS AND LIMITATIONS**

This proposal has been developed based on the following assumptions and limitations:

1. Field exploration is to be provided during “normal business hours” (Monday through Friday, 7:00am to 7:00pm) using non-union, non-prevailing wage rate personnel;
2. Site is accessible to a truck mounted drill rig;
3. Permits and site access requirements not specifically addressed herein shall be provided by the Client including parking lot access. Each boring will require at least 3 parking spaces are available for the drill rig and support vehicles.

### **TRAFFIC IMPACT STUDY:**

#### **Data Collection**

Turning movement counts, including heavy vehicles, bus blockages, pedestrian counts, residual queues, and right turns on red will be conducted on an average weekday (Tuesday, Wednesday, or Thursday) during the AM peak period between 7:00 – 9:00 AM and during the PM peak period between 4:00 – 6:00 PM at the following locations:

- Broad Street (CR 512) and Walnut Street/Overlook Road (Signalized)
- Broad Street (CR 512) and Summit Avenue (Signalized)
- Broad Street (CR 512) and parking garage entrance (Unsignalized)
- Summit Avenue and parking garage entrance (Unsignalized)

Pennoni will conduct a parking occupancy audit at the existing parking garage and surface lot at 301 Broad Street during the AM and PM peak periods.

Pennoni will contact the City to request available information regarding planned and/or otherwise committed development(s) and/or transportation projects expected to have an impact within the study

area. The trips generated or redistributed as a result of these developments and documented in the corresponding traffic studies by Pennoni will be incorporated into the opening year base volumes.

### **Assessment of Existing Conditions**

Pennoni will perform a review of study intersections, including the physical and traffic operational characteristics. Pennoni will request copies of available traffic signal plans for the study area intersections. The traffic signal timings and offsets will be collected in the field for the above noted signalized intersections.

### **Trip Generation, Distribution, and Assignment**

The trip generation estimate for the proposed development for one (1) site layout will be calculated based on the Institute of Transportation Engineers' (ITE) *Trip Generation, 10<sup>th</sup> Edition*. Vehicular trip generation estimates will be provided for average weekday morning and late afternoon peak hour periods.

The proposed trip distribution and assignment of existing commuter trips will be based on the local roadway network, the existing traffic patterns, proposed use of the site, proposed site driveway locations and our familiarity with the study area.

### **Level of Service (LOS) and Capacity Analysis:**

Traffic conditions at the study intersections and proposed driveways will be analyzed according to the methodologies of the Highway Capacity Manual, Year 2010 Edition. We expect to utilize the software package of SYNCHRO Version 10.0. Roadway information and intersection operational characteristics will be entered into the analysis, including lane widths, storage lengths of turn lanes, grades, and traffic control.

We will analyze the following scenarios for one morning peak hour and one late afternoon peak hour for the following 3 conditions:

- Existing
- Opening year No Build (without development)
- Opening year Build (with development)

The anticipated opening year will be provided by the client.

### **Queue Analysis**

Based on the results of the LOS and capacity analysis, existing and projected opening year and horizon year queues under peak hour periods will be analyzed. A determination of the adequacy of existing lane use, storage lengths, signal timing, and signal phasing will be made.

### **Documentation**

A final Traffic Impact Report will be furnished that provides and summarizes findings and results including traffic data, identification of potential improvements, recommendations, analysis worksheets and count sheets.

## CIVIL DESIGN

### Design Plans

Pennoni will utilize the survey and the approved concept plan previously developed with your office to prepare civil design plans. These plans will be submitted to the client and architect for review and acceptance prior to initiation of the construction documents.

The plan set will likely consist of the following sheets:

- Cover Sheet
- Existing Conditions and Demolition Plan(s) (for site plan only, not for demolition permitting or demolition activities)
- Site Plan(s) (includes layout of sidewalks, parking, handicapped accessible parking spaces, curb ramps and building access, fencing and trash enclosures.)
- Grading Plan(S) (including spot elevations and contours)
- Utility Plan(s) (to include water, sanitary sewer, storm sewer, electric, gas and telephone services from the existing utility mains to the building. It is assumed that either the existing services will be able to be reused, or that new services can be made from the existing mains along the property frontage. Utility design does not include utility extensions to the site. These plans exclude wiring diagrams for site lighting and irrigation system design.)
- Utility Profile Plan(s) of new storm sewer and sanitary laterals as required within the area to be redeveloped.
- Perimeter Landscaping Plan(s) (including street trees, foundation plantings, site furnishings, and hardscape materials. Green roof and green wall systems are not included in this scope).
- Lighting Plan(s) and Details (layout and photometrics to be provided, circuiting and foundations by others under separate scope of work)
- Soil Erosion and Sediment Control Plan(s)
- Soil Erosion and Sediment Control Notes and Details
- Site Construction Details (Project identification sign(s) can be shown on the site/civil drawings, but the details shall be provided by others).

### Stormwater Management Design

Any land development which results in a disturbance of more than one (1) acre and new impervious coverage of at least 0.25 acres is defined by N.J.A.C. 7:8 as a "Major Development".

This project will be considered a major development resulting in the need to analyze the site for surface runoff quantity, quality and recharge. An on-site storm conveyance system and detention system will be designed to be compliant with these standards.

It is anticipated that there will be a negligible impact to the runoff quantity and that the existing storm water system will be adequate to handle the flow, so that the proposed design will address the runoff quality.

This task does not include analysis or modifications to off-site storm water infrastructure.

### Utility Coordination

Pennoni will submit the Client approved schematic design plan to utility companies for water, sanitary

sewer, electric, natural gas, telephone and cable during the beginning of the Design Document Plan preparation and request "Will Serve" letters. We do not anticipate the need for utility extensions, upgrades or utility pole relocation within the right-of way. The MEP engineer or Architect shall provide all utility service size and location information.

### **Applications**

We will provide the following services to assist the Owner and the land use attorney in obtaining the necessary land development permits and approval:

a) Planning Board

We will assist the Client's land use attorney with the preparation of a courtesy site plan application to the local Planning Board. As part of this application, Pennoni will attend one (1) courtesy review meeting hearing for the project should it be required.

b) Union County Review and Approval

We will submit a copy of the site plan to the County Engineering office for review and approval. Any meetings or design revisions requested by the County are excluded from this proposal and will be addressed under separate cover.

c) Somerset-Union County Soil Conservation District (SUSCD)

We will make a submission to the County SCD as the development will create a disturbance of greater than 5,000 sf.

d) Treatment Work Approval (TWA)

We anticipate this NJDEP permit will be required as the new building may result in a sewer demand greater than 8,000 gallons per day. This application process typically requires consent from the municipality and County (if the flow discharges to County owned infrastructure). Once the local consents are obtained, the TWA submission will be made to the NJDEP.

e) Water Extension Permit

We anticipate this NJDEP permit will be required as the new building will result in a water demand greater than 12,000 gallons per day. The application process typically requires verification with the regional water treatment facility manager to confirm available capacity and requires documentation of water demand on a monthly basis to document variations in demand. The application will then be made to the Bureau of Safe Drinking Water at the NJDEP.

### **PRELIMINARY SPECIFICATIONS**

We will prepare preliminary technical specifications in the Master spec format version selected by the Architect for the various exterior site improvements.

These preliminary technical specifications will be supplied to the Architect for incorporation into the bid specification package (Project Manual). We have assumed that project manual components such as

Invitation to Bid, Instructions to Bidders, Bid Proposal Form, General Conditions, General Specification (Division I Specs), will be prepared by the Architect and/or CM.

#### **PRELIMINARY CONSTRUCTION COST ESTIMATE:**

Pennoni will review the cost estimates prepared by the architect or architects consultant and provide commentary. Pennoni will not be providing the cost estimates as part of this scope.

#### **EXCLUSIONS**

Items excluded from our scope of services under this phase include:

- Prepare Site and Building Programming;
- Prepare Preliminary Project Schedule;
- Provide Contract Deliverables;

### **B. CONSTRUCTION DOCUMENT PHASE**

#### **PREPARE CONSTRUCTION DRAWINGS:**

Pennoni will prepare the required civil construction document drawings to provide the detailed design in accordance with the prevailing building codes.

This task includes coordination with the project team members to provide design documents which interface with the work product of the other specialties. Based on our experience, we understand that the schematic design is subject to revisions. It is important to understand that once the schematic design is approved by the Owner and we initiate the preparation of the design development documents, changes to the site layout will require additional services for design revisions and may delay submission of land use applications.

#### **PREPARE PROJECT SPECIFICATIONS:**

Pennoni will prepare the final technical specifications to accompany the corresponding Pennoni design documents. the specifications will be in AIA MasterSpec format in accordance with the City documents.

#### **DESIGN DEVELOPMENT COST ESTIMATE:**

Pennoni will review the cost estimates prepared by the architect or architects consultant and provide commentary. Pennoni will not be providing the cost estimates as part of this scope.

#### **EXCLUSIONS**

Items excluded from our scope of services under this phase include:

- Updated Project Schedule;
- Present Design Development Phase;
- Provide Contract Deliverables;

### **C. BIDDING**

#### **BID ISSUANCE:**

1. Pennoni will assist by providing one (1) pdf set of the construction document drawings,

specifications, and report for the architect to utilize when issuing this project for bid's.

2. As part of the bid process, Pennoni will respond to Contractor's questions and Requests for Information.

**ATTEND PRE-BID CONFERENCE:**

Pennoni will attend one (1) pre-bid meeting.

**PREPARE ADDENDA:**

Pennoni will prepare one (1) addenda to clarify applicable portions of the construction documents and will issue them within the time constraints of the bid period.

**PREPARE CONFORMED DRAWINGS:**

Pennoni will prepare one (1) set of conformed drawings reflecting addenda items.

**EXCLUSIONS**

Items excluded from our scope of services under this phase include:

- Attend Bid Opening;
- Assist in reviewing the Bids;
- Review Construction Contract;
- Provide Contract Deliverables;

**D. CONSTRUCTION ADMINISTRATION**

**ATTEND PRE-CONSTRUCTION MEETING:**

Pennoni will attend one (1) pre-construction meeting.

**PARTICIPATE IN PROJECT MEETINGS:**

Pennoni will have a single representative available to attend up to five (5) project meetings during construction.

**REVIEW AND ACT UPON SHOP DRAWINGS:**

Pennoni will review, for general conformance, required shop drawings and mark them appropriately. We will provide any corrective action recommendations as necessary. We anticipate a maximum of two (2) reviews of each submittal.

**SITE VISITS:**

Pennoni will perform two (2) site visits at intervals appropriate to the various stages of construction, as Pennoni deems necessary, in order to observe the progress and quality of the work. Such observations shall not be construed as exhaustive or continuous inspection of the work. Based on information obtained during such visits and on such observations, Pennoni shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. We will inform the Client of the progress of the work by the issuance of Observation Reports. Pennoni does not intend to perform full time field oversite as part of this proposal.

**RESPOND TO REQUESTS FOR INFORMATION:**

Pennoni will provide responses for requests for information (RFI'S) and submit responses.

**EXCLUSIONS**

Items excluded from our scope of services under this phase include:

- Review Construction Contractor's proposed Schedule of Values;
- Processing Change Orders;
- Performing Field Observations and Prepare Field Observation Reports;
- Provide Construction Site Representation;
- Provide Contract Deliverables;

**E. PROJECT CLOSE-OUT PHASE**

**DEVELOP PUNCH LIST AND INSPECTION REPORTS**

Pennoni will perform one (1) pre-final and one (1) final inspection to review the completed work has been performed in substantial conformance with the design documents. The reviews will be limited to accessible and visible portions of the completed project.

**VERIFY PUNCHLIST ITEMS HAVE BEEN CORRECTED**

Pennoni will conduct one follow up sit visit to review the completion of any punch list items. Additional visits due to missed items will be invoiced on a time and materials basis.

**EXCLUSIONS**

Items excluded from our scope of services under this phase include:

- Develop Project Close-Out Documentation List;
- Determine the Date of Substantial Completion;
- Review Construction Contractor's Close-out Documents;
- Provide Contract Deliverables;
- Conduct eleventh-Month Product & Warranty Inspection;
- Provide Contract Deliverables;

Resolution (ID # 6054)  
December 4, 2018

**APPROVE AMENDED TEMPORARY ART PLACEMENT PROCESS - MAYOR'S  
PARTNERSHIP FOR PUBLIC ART/SUMMIT**

WHEREAS, on November 8, 2018, Summit Public Art ("SPA") requested that the Common Council revise the Temporary Arts Placement Process for the Mayor's Partnership for Public Art to allow for temporary art to be displayed for a period of twelve (12) rather than nine (9) months, and for special pieces to be displayed for longer than twelve (12) months; and

WHEREAS, the Director of the Department of Community Services recommends approving the revised timeline.

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

1. That the proposed amendments to the Temporary Arts Placement Process, hereto attached, are hereby adopted.
2. That all other provisions shall remain unchanged.

Dated: December 4, 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, December 4, 2018.

City Clerk



**Department of Community Services (DCS)**  
R - Buildings and Grounds

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

Meeting: 12/04/18 07:30 PM

## **RESOLUTION (ID # 6054)**

DOC ID: 6054

**TO:** Mayor and Common Council

**FROM:** Paul Cascais, Director - Department of Community Services

**DATE:** November 9, 2018

**SUBJECT:** Amend Summit Public Arts Committee Process - Timeframe

In 2015, Common Council approved the process for Art Placement for the Mayor's Partnership for Public Art/Summit. On November 8, 2018, the Summit Public Art Co-Chairs requested a timeframe revision in the process.

The revised language is reflected in the Public Temporary Arts Process area, section three (3), sub-section b, stating that temporary art installations will be approved for twelve, rather than nine months. Further, in section three (3), sub-section c, there may be two (2) special pieces displayed for longer than twelve months, these pieces may be by noted artists or may require additional funding by the Arts Committee. All other Attachments to the Arts Process remains the same.

I recommend a resolution approving the revised timeline in the Art Placement Process for the Mayors Partnership for Public Art.

SITE	LOCATION	LOC_DTL	ZONE	SCULPTURE	ARTISTS	BLOCK	LOT	ERECTED
1	VILLAGE GREEN	SOUTH EAST QUAD	DOWNTOWN			3302	1	<Null>
2	VILLAGE GREEN	NORTH EAST QUAD	DOWNTOWN	<Null>	<Null>	3302	1	<Null>
3	VILLAGE GREEN	NORTH WEST QUAD	DOWNTOWN	<Null>	<Null>	3301	1	<Null>
4	VILLAGE GREEN	SOUTH WEST QUAD	DOWNTOWN	<Null>	<Null>	3911	1	<Null>
5	MEMORIAL FIELD	GROUNDS	BRAYTON	<Null>	<Null>	4601	3	<Null>
6	CITY HALL	GROUNDS	DOWNTOWN			2701	1	<Null>
7	CRBD PROMENADE	SPRINGFIELD & WOODLAND	DOWNTOWN	<Null>	<Null>	2703	7	<Null>
8	CHESTNUT TRIANGLE	FOOT OF BROAD & MORRIS	DOWNTOWN	<Null>	<Null>	2707	1	<Null>
9	LYRIC POCKET PARK	BANK STREET PARKING LOT	DOWNTOWN			2603	1	<Null>
10	MUNICIPAL POOL	GROUNDS	JEFFERSON	<Null>	<Null>	4301	41	<Null>
11	RECREATION CENTER	GROUNDS	JEFFERSON			4101	27	<Null>
12	WILSON PARK	PERIMETER PATH	FRANKLIN			1702	46	<Null>
13	PINE GROVE ISLAND	ISLAND	FRANKLIN	<Null>	<Null>	4709	1	<Null>
14	ELM STREET ISLAND	ISLAND	BRAYTON	<Null>	<Null>	3211	1	<Null>
15	MUNICIPAL GOLF COURSE	ENTRYWAY	WASHINGTON	<Null>	<Null>	103	28	<Null>
16	IRIS TRAFFIC TRIANGLE	ISLAND	WASHINGTON	<Null>	<Null>	102	1	<Null>
17	VILLAGE GREEN	WAR MEMORIAL	DOWNTOWN			3312	1	<Null>
18	BUS STOP	ALONG BROAD	DOWNTOWN	WAITING HUTS	<Null>	3311	1	1/30/2006
19	BUS STOP	ALONG BROAD	DOWNTOWN	WAITING HUTS	<Null>	3311	1	1/30/2006
20	BUS STOP	ALONG BROAD	DOWNTOWN	WAITING HUTS	<Null>	3311	1	1/30/2006
21	GATEWAY TO SUMMIT	ISLAND	JEFFERSON	A TREE	DOUWE BLUMBERG	3604	1	<Null>
22	KAUSE WAY	ALLEY	DOWNTOWN	<Null>	<Null>	2703	7	<Null>
23	ESSEX / SPRINGFIELD	ISLAND	LINCOLN	<Null>	<Null>	NA	NA	<Null>
24	HIGHLINE	PROPOSED	JEFFERSON	<Null>	<Null>	4001	1	<Null>
25	TRANSFER STATION ENTRANCE	TRAIL HEAD ENTRANCE	WASHINGTON	<Null>	<Null>	1501	1	<Null>

EXPIRES	Permanent
<Null>	N
1/1/2100	Y
1/1/2100	Y
1/1/2100	Y
<Null>	N



November 8, 2018

Paul Cascais  
City of Summit  
512 Springfield Ave.  
Summit, NJ 07901

Dear Paul,

On behalf of Summit Public Art (SPA), Estelle Fournier and I are requesting that Common Council revise the Art Committee Guidelines to make the display period for temporary art 12 months.

We are requesting this 12-month period for the following reasons:

1. SPA pays honorariums (for expenses) to artists whose pieces are installed in Summit. On average, honorariums range from \$3,000 - \$4,000. Occasionally, we have spent up to \$10,000 for a piece. SPA is under the auspices of a nonprofit (SAPF). We receive no funding from the city; all funding comes from private donations, public and private grants, and corporate sponsorships. Given our limited financial resources, replacing pieces every 9 months is an overly burdensome requirement.
2. SPA is a small, volunteer organization; around 12 -14 people participate at any given time. Identifying the art, working with artists, obtaining city approval, and overseeing installations and de-installations is very time-consuming. We simply do not have the manpower to replace art every 9 months.
3. Aesthetically speaking, outdoor temporary art changes with the seasons; viewers experience pieces differently over the course of a year. Consequently, establishing a 12-month display period is, in SPA's opinion, the right decision.

Please let us know if you require any additional information. We greatly appreciate your assistance and Common Council's consideration in this matter.

Sincerely,

Estelle Fournier and Vivian Furman Rubin  
Co-Chairpersons, Summit Public Art

## **TEMPORARY ARTS PLACEMENT PROCESS**

### **11/9/18**

#### **ARTS COMMITTEE MISSION:**

1. Explore opportunities for art in Summit's public spaces.
2. Explore opportunities for grants to fund public art projects.
3. Advise Council through the Buildings and Grounds Committee and, at times, oversee initiatives that are brought to Common Council, as they relate to art in public spaces.
4. Explore and recommend ways to involve other interested Summit residents in public art.
5. Recommend temporary installations of art.
6. Raise money through private and corporate donations.
7. Report all revenues and expenditures at least annually.
8. Review and renew authority to approve installations by April 1 annually.

#### **PUBLIC TEMPORARY ARTS PROCESS:**

- 1) Arts Selection and application:
  - a) The Arts Committee is responsible for selecting temporary art for placement
  - b) The Arts Committee will approve all pieces for placement. Once pieces have been approved by the Arts Committee they will be recommended to the Buildings and Grounds committee for review and approval.
  - c) The Arts Committee will ensure the completion of the contract including details regarding installation, insurance, location, dates of installation and removal, and special needs prior to submitting to the City of Summit.
- 2) Locations:
  - a) The Department of Community Services shall maintain the list of locations approved by Common Council.
  - b) The attached list and map of "Temporary Public Art Locations" (Attachment 1) provides the locations approved by the Common Council.
  - c) The Buildings and Grounds Committee may limit the number of pieces approved on any property at one time. (i.e. there will be no more than 4 pieces allowed on the Village Green at any time.)
  - d) The City is not responsible for any Artwork placed by the Arts Committee on property not owned by the City.
  - e) The Arboretum, the Library and the Schools have separate approval processes.
- 3) Approval and duration:
  - a) The Arts committee must obtain formal approval from the Buildings and Grounds Committee prior to placing Art on public property. Temporary art installations will be approved for a ~~nine-twelve~~-month period in designated locations on the "Approved Temporary Art Locations" list and as detailed in the contract.
  - b) Art pieces may be extended by nine additional months by moving the piece to a different approved location and obtaining approval from the Buildings and Grounds Committee.
  - c) There may be two special pieces that the Arts Committee would like to propose a timeframe of ~~twelve-longer than twelve~~ months ~~or longer~~. These might be pieces by noted artists or that require additional funding by the Arts Committee. This request will

be presented by the Arts Committee to the Buildings and Grounds Committee for their consideration.

- d) The Buildings and Grounds Committee can approve artwork by email to ensure an efficient approval process.
- e) Decisions of the Buildings and Grounds Committee can be appealed to the Common Council as a whole.
- f) Any concerns that arise in connection with the placement of specific pieces of art shall be brought to the attention of the Buildings and Grounds Committee, who can take or recommend action as may be appropriate.

4) Implementation:

- a) The Director of Community Services or his/her designee will act as the point of contact for the Arts Committee. Community Services is responsible for maintaining an overall schedule of artwork, listing each item, value, location and duration, and for providing a current schedule to the City's Risk Manager.
- b) The Arts Committee is responsible for submitting all required paperwork before the placement of any art piece on public property to the Department of Community Services and the Buildings and Grounds Committee.
- c) The Arts Committee is responsible for fulfilling all insurance requirements, as recommended by the City's Insurance Risk Manager, but not limited to the following:
  - i) For artwork valued in excess of \$25,000.00, the artist must present a current independent appraisal verifying the value of the artwork in order for the City of Summit to affect any insurance coverage.
  - ii) Ensure artwork is removed by date indicated on contract.
  - iii) Insurance Certificate and that all insurance schedules are up-to-date and complete. (If providing own insurance.)
  - iv) Any required deductibles for insurance losses to be paid by the Arts Committee.
- d) The arts committee will provide a single point of contact for the Art installation process.
- e) The arts committee is responsible for all costs associated with the placement of Artwork including installation removal or relocation. DCS will assist as needed.
- f) The arts committee is responsible for the upkeep and appropriate maintenance of the artwork.

**RESOLUTION ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE CITY OF SUMMIT****RESOLUTION ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE CITY OF SUMMIT**

December 4, 2018

WHEREAS, in accordance with applicable Council on Affordable Housing (“COAH”) regulations, the New Jersey Uniform Housing Affordability Controls (“UHAC”)(N.J.A.C. 5:80-26., et seq.), and the terms of a Settlement Agreement between the City of Summit and Fair Share Housing Center (“FSHC”), which was entered into as part of the City’s Declaratory Judgment action entitled “In the Matter of the City of Summit, County of Union, Docket No. UNN-L-2440-15, which was filed in response to Supreme Court decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (“Mount Laurel IV”), the City of Summit is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation, are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 2, which encompasses the City of Summit.

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

That it does hereby adopt the following Affirmative Marketing Plan:

**Affirmative Marketing Plan**

- A. All affordable housing units in the City of Summit shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq.
- B. The City of Summit has a Gap (1999-2015) and Prospective Need (2015-2025) affordable housing obligation. This Affirmative Marketing Plan shall apply to all developments that require an Affirmative Marketing Plan or will contain very low, low and moderate income units, including those that are part of the City’s current Housing Element and Fair Share Plan, and those that may be constructed in future developments not contemplated in the City’s Housing Element and Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for identified rehabilitated rental units.
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the City of Summit. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s).
- D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the City, shall undertake all of the following strategies:
  - 1. Publication of one advertisement in a newspaper of general circulation within the housing region.
  - 2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.

3. At least one additional regional marketing strategy using one of the other sources listed below.
- E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 in which the City is located and covers the entire period of deed restriction for each restricted housing unit.
- F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
  1. All newspaper articles, announcements and requests for application for very low, low and moderate income units shall appear in the Star Ledger.
  2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspaper during the first week of the marketing program. Additional advertising and publicity shall be on an “as needed” basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the City’s Administrative Agent.
  3. The advertisement shall include a description of the:
    - i. Location of the units;
    - ii. Direction of the units;
    - iii. Range of prices for the units;
    - iv. Size, as measured in bedrooms, of units;
    - v. Maximum income permitted to qualify for the units;
    - vi. Location of applications;
    - vii. Business hours when interested households may obtain an application, and
    - viii. Application fees.
  4. Newspaper articles, announcements and information on where to request applications for very low, low and moderate income housing shall appear in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily in Union County and the other two of which shall be circulated primarily outside of Union County, but within the housing region.
  5. Advertisements will be broadcast on Comcast of NJ (Union System).
  6. Applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
    - i. City Municipal Building
    - ii. City Public Library
    - iii. City Website
    - iv. Developer’s Sales/Rental Office
    - v. Union County Administration Building
  7. Applications shall be mailed by the Administrative Agent to the prospective applicants upon

request. Locations of applications, brochures, and flyers to affirmatively market the program are listed in the attached Appendix. Also, applications shall be made available at the developer's sales/rental office and shall be mailed to prospective applicants upon request. When on-line preliminary applications are utilized, if prospective applicants do not have internet access they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call.

8. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(s) in Union, Essex, Morris and Warren Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.
  - i. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:
    - Greater Union County Board of Realtors
    - North Central Board of Realtors (Essex and Morris County offices)
    - Warren County Board of Realtors
  - ii. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies in the counties of Union, Essex, Morris and Warren:
    - Welfare or Social Service Board
    - Office on Aging or Division of Senior Services
    - Housing Authority
    - Community Action Agencies
    - Community Development Departments
  - iii. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all the major employers within the region as listed in the attached Appendix in accordance with the Region 2 Affirmative Marketing Plan.
  - iv. The Administrative Agent will also provide specific direct notice to the following community and regional organizations listed in the attached Appendix whenever affordable housing units become available in the City, including those organizations listed below:

Fair Share Housing Center  
 510 Park Boulevard  
 Cherry Hill, NJ 08002

New Jersey State Conference of the NAACP  
 4326 Harbor Beach Blvd. #775  
 Brigantine, NJ 08203

The Latino Action Network  
 P.O. Box 943  
 Freehold, NJ 07728

East Orange NAACP  
 P.O. Box 1127  
 East Orange, NJ 07019

Newark NAACP  
 P.O. Box 1262  
 Newark, NJ 07101

Morris County NAACP  
 P.O. Box 2256  
 Morristown, NJ 07962

Elizabeth NAACP  
 P.O. Box 6732  
 Elizabeth, NJ 07206

Affordable Housing Professionals of NJ  
 101 Poor Farm Road  
 Princeton, NJ 08540

NJ Housing Resource Center  
 c/o NJHMFA  
 637 South Clinton Avenue  
 Trenton, NJ 08611

9. A random selection method to select occupants of very low, low and moderate income housing will be used by the Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 2 comprised of Union, Essex, Morris and Warren Counties.
10. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households, and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.
11. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
12. All developers/owners of very low, low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.
13. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to complying with this City-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Summit that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the City's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific affirmative marketing plans will use the standard form for Region 2, which is included in the attached Appendix.

14. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C. 5:80-26-1, et seq. and the Order granting the City a Final Judgment of Compliance and Repose.

BE IT FURTHER RESOLVED that the appropriate City officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Dated: December 4, 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, December 4, 2018.

City Clerk



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

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

Meeting: 12/04/18 07:30 PM

## **RESOLUTION (ID # 6005)**

DOC ID: 6005 C

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: October 9, 2018

The City of Summit Affordable Housing Element and Fair Share Plan (“Plan”) was adopted February 26, 2018. As part of the Plan, Appendix A-3, the City must also establish the Affirmative Marketing Plan as part of the Existing Affirmative Marketing Ordinance at 35-12.1.A. I recommend Council pass a resolution establishing an Affirmative Marketing Plan which will be included in the City’s Housing Element and Fair Share Plan. I have attached a copy of the Affirmative Fair Housing Marketing Plan application which will be used by the City in the future.

The proposed Plan as drafted has been reviewed and accepted by Court Master Caton.

## AFFIRMATIVE FAIR HOUSING MARKETING PLAN

### For City of Summit (**REGION 2**)

#### I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number  Contact Name: Joseph M. Billy Jr. Summit Housing Authority 512 Springfield Avenue Summit, NJ 07901 (908) 273-6413	1b. Development or Program Name, Address  N/A	
1c. Number of Affordable Units: N/A  Number of Rental Units: N/A  Number of For-Sale Units: N/A	1d. Price or Rental Range  From N/A  To	1e. State and Federal Funding Sources (if any)
1f. <input type="checkbox"/> Age Restricted  <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  Advertising: Occupancy:	
1h. County <b>Essex, Morris, Union, Warren</b>	1i. Census Tract(s): N/A	
1j. Managing/Sales Agent's Name, Address, Phone Number  N/A		
1k. Application Fees (if any):		

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

#### II. RANDOM SELECTION

Describe the random selection process that will be used once applications are received.

##### 1. RENTAL PROCESS:

- A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by the Housing Authority of the City of Summit, on or before the initial deadline date, shall be deemed received on that date.
- B. Households that apply for very low-income housing will be prescreened by the Housing Authority of the City of Summit for preliminary income eligibility by comparing their total income and household size to the very low-income limits pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27-D-304 (“NJFHA”). Households that apply for low and moderate-income housing will be prescreened by the Housing Authority of the City of Summit for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. (“UHAC”). All households will be notified as to their preliminary status.

C. A drawing will be held under the direction of the Housing Authority of the City of Summit to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis.

D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate-income unit available, or until all of the low and moderate-income units within the development have been rented.

E. Final applications will be mailed by the Housing Authority of the City of Summit to an adequate number of pre-qualified applicants, in priority order, for each available very low, low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.

F. Completed final applications will be forwarded to the Housing Authority of the City of Summit. The Housing Authority of the City of Summit will make a determination as to their eligibility for a low or moderate-income unit. Applicants will receive a letter from the Housing Authority of the City of Summit with respect to the status of their application each time a review is performed.

G. At the same time, applicants will also be subject to any criteria set forth by the Owner, pursuant to the Tenant Selection Criteria. The criteria shall comply with all fair housing standards and be set forth in a policy statement made available to all applicants in the leasing office. The Owner will be responsible for the assessment of all criteria beyond the income and household size criteria set forth above.

H. Subsequent to the initial rent-up period, a list of pre-qualified applicants will be maintained by the Housing Authority of the City of Summit for each type of very low, low and moderate-income unit.

2. NEW SALE PROCESS:

A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by the Housing Authority of the City of Summit, on or before the initial deadline date, shall be deemed received on that date.

B. Households that apply for low and moderate-income housing will be prescreened by the Housing Authority of the City of Summit for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.

C. A drawing will be held under the direction of the Housing Authority of the City of Summit to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.

D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.

E. Final applications will be mailed by the Housing Authority of the City of Summit to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.

F. Completed final applications will be forwarded to the Housing Authority of the City of Summit. The Housing Authority of the City of Summit will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from the Housing Authority of the City of Summit with respect to the status of their application each time a review is performed.

G. When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.

H. Certified applicants will be given fifteen (15) days to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.

I. The sales agreement may also limit closing to a reasonable time to be approved by the Housing Authority of the City of Summit in advance of the process.

3. RESALE PROCESS:

- A. The Seller submits a Preliminary Notice with a copy of their recorded deed in order to determine the maximum resale price
- B. We will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the Maximum Sales Price (based on the change in median income as set forth by the New Jersey Dept. of Community Affairs) as well as the Maximum Income allowed for potential purchasers, as adjusted for family size.
- C. We will also send a "Notice of Availability" to households on our waiting list for an affordable home of the same size and income category. We will include about 20 copies of Preliminary Applications, specifically marked with the address of the affordable home at the top, to the Seller. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with our notice of availability. We reserve the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.
- D. With permission of the Seller, we automatically place a notification of the availability on NJHRC.gov. The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.
- E. The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary). All interested parties must receive a specially marked Preliminary Application, whether or not they have already submitted an application to our office or are on our waiting list. Also, the Seller or their agent must keep a record of the name, address and telephone number of everyone who viewed the home.
- F. At the end of the two-week time period, our office collects all of the Preliminary Applications submitted for a particular home. They are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.
- G. The first two applicants on the prioritized list are sent a letter which requires them to complete a final application within seven days.
- H. When an applicant is approved, the Seller may begin to negotiate a contract with the potential Buyer at this time, but there must be a contingency clause in the contract which voids the contract, without penalty to the Buyer, if the potential Buyer is not able to obtain financing within 30 days.
- I. The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential Buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.
- J. When an applicant is in second priority position to purchase an affordable home (the original home), and another home of the same size and type in the same municipality (the next home) becomes available within 90 days of the lottery date of the original home, the applicant will have the option to transfer priority from the original home to the next home. The following conditions will apply: This opportunity only applies to the next home of the same bedroom number and income category as the original home that becomes available within the 90-day period. This offer will be made only one time and only for the next home. It does not apply to other similar homes that become available. The applicant must have completed a final application and be pre-qualified for the original home in order to be considered. The applicant will be notified by phone that an alternate home is available. The applicant will then have 3 business days in which to view the next home and make the determination if he/she would like to pursue that purchase. If so, the applicant would relinquish the secondary priority position for the original home. Once the decision to transfer to the next home is made, the applicant cannot be reinstated to the

secondary position for the original home if he/she is unable or unwilling to purchase the next home. Conversely, once the decision is made to remain in the secondary position for the original home, the applicant cannot then transfer to the next home if he/she is unable or unwilling to purchase the original home.

- K. The Seller must sell the affordable home with the same or comparable appliances and amenities that were in the home when it was first sold as an affordable home.
- L. The Seller may NOT charge more than the Maximum Selling Price for any reason, except the addition of a room, the installation of central air conditioning (where there was none before) or comparable upgrade, but ONLY with prior written approval from us. For the most part, condominiums in this program are NOT eligible for such upgrades and/or adjustments to the selling price. The cost of broker fees; municipal inspections and required repairs that may be necessary to receive a Certificate of Occupancy; new appliances, carpeting or other flooring upgrades; and decorating and remodeling projects are NOT eligible costs for an increase in the Maximum Sales Price.
- M. A copy of the Sales Contract must be submitted to our office prior to closing.
- N. During the final stages of the process, it will be necessary for the Buyer to make arrangement for the Affordable Housing Agreement and Mortgage Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer. Our office typically provides the Buyer's attorney with the name and phone number of the attorney who can address these issues.
- O. A copy of the HUD Closing Statement or Closing Disclosure form required by the TILA-RESPA Integrated Disclosure Rule, as appropriate, must be submitted to our office after the sale of the home.
- P. Note: We do not guarantee that the Buyer can sell an affordable home for the Maximum Sales Price. An affordable home is also susceptible to market conditions, and the Fair Market Value of an affordable home may be lower than the Maximum Selling Price. In this case, the Seller may not be able to sell the home for more than its Fair Market Value.
- Q. This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard.
- R. Our office is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

### III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic)     Black (non-Hispanic)     Hispanic     American Indian or Alaskan Native  
 Asian or Pacific Islander     Other group:

3b. <b>HOUSING RESOURCE CENTER</b> ( <a href="http://www.njhousing.gov">www.njhousing.gov</a> ) A free, online listing of affordable housing <b>X</b>			
3c. Commercial Media (required) (Check all that applies)			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
<b>TARGETS ENTIRE COAH REGION 2</b>			
Daily Newspaper			
<input checked="" type="checkbox"/>	Once at the start of the Marketing Process, with additional if necessary.	Star-Ledger	Northern and Central New Jersey
<input type="checkbox"/>		New York Times	NYC Metropolitan Area
<b>TARGETS PARTIAL COAH REGION 2</b>			
Daily Newspaper			
<input type="checkbox"/>		Daily Record	Morris
<input type="checkbox"/>		Express Times	Warren
Weekly Newspaper			
<input type="checkbox"/>		Belleville Post	Essex
<input type="checkbox"/>		Belleville Times	Essex
<input type="checkbox"/>		Bloomfield Life	Essex
<input type="checkbox"/>		East Orange Record	Essex
<input type="checkbox"/>		Glen Ridge Paper	Essex
<input type="checkbox"/>		Glen Ridge Voice	Essex
<input checked="" type="checkbox"/>	Once at the start of the Marketing Process, with additional if necessary.	Independent Press	Essex
<input type="checkbox"/>		Irvington Herald	Essex
<input type="checkbox"/>		Item of Millburn and Short Hills	Essex
<input type="checkbox"/>		Montclair Times	Essex
<input type="checkbox"/>		News-Record	Essex
<input type="checkbox"/>		Nutley Journal	Essex
<input type="checkbox"/>		Nutley Sun	Essex
<input type="checkbox"/>		Observer	Essex
<input type="checkbox"/>		Orange Transcript	Essex
<input type="checkbox"/>		Progress	Essex
<input type="checkbox"/>		Vailsburg Leader	Essex

<input type="checkbox"/>		Verona-Cedar Grove Times	Essex
<input type="checkbox"/>		West Essex Tribune	Essex
<input type="checkbox"/>		West Orange Chronicle	Essex
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union
<input type="checkbox"/>		Chatham Courier	Morris
<b>X</b>	Once at the start of the Marketing Process, with additional if necessary.	Chatham Independent Press	Morris
<input type="checkbox"/>		Citizen of Morris County	Morris
<input type="checkbox"/>		Florham Park Eagle	Morris
<input type="checkbox"/>		Hanover Eagle	Morris
<input type="checkbox"/>		Madison Eagle	Morris
<input type="checkbox"/>		Morris News Bee	Morris
<input type="checkbox"/>		Mt. Olive Chronicle	Morris
<input type="checkbox"/>		Neighbor News	Morris
<input type="checkbox"/>		Randolph Reporter	Morris
<input type="checkbox"/>		Roxbury Register	Morris
<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Clark Patriot	Union
<input type="checkbox"/>		Cranford Chronicle	Union
<input type="checkbox"/>		Echo Leader	Union
<input type="checkbox"/>		Elizabeth Reporter	Union
<input type="checkbox"/>		Hillside Leader	Union
<input type="checkbox"/>		Leader of Kenilworth & Roselle Park	Union
<input type="checkbox"/>		Madison Independent Press, The	Union
<input type="checkbox"/>		Millburn and Short Hills Independent Press	Union
<input type="checkbox"/>		News Record	Union
<input type="checkbox"/>		Record-Press	Union
<input type="checkbox"/>		Scotch Plains Times (Fanwood Times)	Union
<input type="checkbox"/>		Spectator Leader	Union
<b>X</b>	Once at the start of the Marketing Process, with additional if necessary.	Union Leader	Union

X	Once at the start of the Marketing Process, with additional if necessary.	Warren Reporter	Warren
<b>TARGETS ENTIRE COAH REGION 2</b>			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
		3 KYW-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		54 WTBY-TV Trinity Broadcasting Of New York, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcating Corporation	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish

TARGETS PARTIAL COAH REGION 2			
<input type="checkbox"/>	42 WKOB-LP Nave Communications, Llc	Essex	
<input type="checkbox"/>	22 WMBQ-CA Renard Communications Corp.	Essex, Morris, Union	
<input type="checkbox"/>	66 WFME-TV Family Stations Of New Jersey, Inc.	Essex, Morris, Union	
<input type="checkbox"/>	21 WLIW Educational Broadcasting Corporation	Essex, Union	
<input type="checkbox"/>	60 W60AI Ventana Television, Inc	Essex, Union	
<input type="checkbox"/>	36 W36AZ New Jersey Public Broadcasting Authority	Morris	
<input type="checkbox"/>	6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Morris, Union, Warren	
<input type="checkbox"/>	65 WUVP-TV Univision Communications, Inc.	Morris, Union, Warren	
<input type="checkbox"/>	23 W23AZ Centenary College	Morris, Warren	
<input type="checkbox"/>	28 WBRE-TV Nexstar Broadcasting, Inc.	Morris, Warren	
<input type="checkbox"/>	35 WYBE Independence Public Media Of Philadelphia, Inc.	Morris, Warren	
<input type="checkbox"/>	39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Morris, Warren	
<input type="checkbox"/>	44 WVIA-TV Ne Pa Ed Tv Association	Morris, Warren	
<input type="checkbox"/>	56 WOLF-TV Wolf License Corp	Morris, Warren	
<input type="checkbox"/>	60 WBPH-TV Sonshine Family Television Corp	Morris, Warren	
<input type="checkbox"/>	69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Morris, Warren	
<input type="checkbox"/>	10 WCAU NBC Telemundo License Co. (General Electric)	Warren	
<input type="checkbox"/>	16 WNEP-TV New York Times Co.	Warren	
<input type="checkbox"/>	17 WPHL-TV Tribune Company	Warren	
<input type="checkbox"/>	22 WYOU Nexstar Broadcasting, Inc.	Warren	
<input type="checkbox"/>	29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Warren	
<input type="checkbox"/>	38 WSWB Mystic Television of Scranton Llc	Warren	
<input type="checkbox"/>	48 WGTW-TV Trinity Broadcasting Network	Warren	
<input type="checkbox"/>	49 W49BE New Jersey Public Broadcasting Authority	Warren	

<input type="checkbox"/>		55 W55BS New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	Warren
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	Warren
<b>TARGETS PARTIAL COAH REGION 2</b>			
<input type="checkbox"/>		Cablevision of Newark	Partial Essex
<b>X</b>	Once at the start of the Marketing Process, with additional if necessary.	Comcast of NJ (Union System)	Partial Essex, Union
<input type="checkbox"/>		Cablevision of Oakland	Partial Essex, Morris
<input type="checkbox"/>		Cable Vision of Morris	Partial Morris
<input type="checkbox"/>		Comcast of Northwest NJ	Partial Morris, Warren
<input type="checkbox"/>		Patriot Media & Communications	Partial Morris
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Morris, Warren
<input type="checkbox"/>		Cablevision of Elizabeth	Partial Union
<input type="checkbox"/>		Comcast of Plainfield	Partial Union
<input type="checkbox"/>		Cable Vision of Morris	Partial Warren
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Warren
<b>TARGETS ENTIRE COAH REGION 2</b>			
<b>AM</b>			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<b>X</b>	Once at the start of the Marketing Process, with additional if necessary.	WABC 770	
<b>FM</b>			
<input type="checkbox"/>		WFNY-FM 92.3	
<b>X</b>	Once at the start of the Marketing Process, with additional if necessary.	WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WFME 94.7	Christian

<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
<b>TARGETS PARTIAL COAH REGION 2</b>			
<b>AM</b>			
<input type="checkbox"/>		WWRL 1600	Essex
<input type="checkbox"/>		WXMC 1310	Essex, Morris
<input type="checkbox"/>		WWRV 1330	Essex, Morris (Spanish)
<input type="checkbox"/>		WZRC 1480	Essex, Morris (Chinese/Cantonese)
<input type="checkbox"/>		WMCA 570	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WNYC 820	Essex, Morris, Union
<input type="checkbox"/>		WCBS 880	Essex, Morris, Union
<input type="checkbox"/>		WPAT 930	Essex, Morris, Union (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WINS 1010	Essex, Morris, Union
<input type="checkbox"/>		WEPN 1050	Essex, Morris, Union
<input type="checkbox"/>		WKMB 1070	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WBBR 1130	Essex, Morris, Union
<input type="checkbox"/>		WLIC 1190	Essex, Morris, Union (Christian)

<input type="checkbox"/>		WMTR 1250	Essex, Morris, Union
<input type="checkbox"/>		WADO 1280	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WNSW 1430	Essex, Morris, Union (Portuguese)
<input type="checkbox"/>		WJDM 1530	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WQEW 1560	Essex, Morris, Union
<input type="checkbox"/>		WWRU 1660	Essex, Morris, Union (Korean)
<b>X</b>	Once at the start of the Marketing Process, with additional if necessary.	WCTC 1450	Union
		WCHR 1040	Warren
		WEEX 1230	Warren
		WNNJ 1360	Warren
		WRNJ 1510	Warren
<b>FM</b>			
<input type="checkbox"/>		WMSC 90.3	Essex
<input type="checkbox"/>		WFUV 90.7	Essex
<input type="checkbox"/>		WBGO 88.3	Essex, Morris, Union
<input type="checkbox"/>		WSOU 89.5	Essex, Morris, Union
<input type="checkbox"/>		WKCR-FM 89.9	Essex, Morris, Union
<input type="checkbox"/>		WFMU 91.1	Essex, Morris, Union
<input type="checkbox"/>		WNYE 91.5	Essex, Morris, Union
<input type="checkbox"/>		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WBAI 99.5	Essex, Morris, Union
<input type="checkbox"/>		WDHA -FM 105.5	Essex, Morris, Union
<input type="checkbox"/>		WCAA 105.9	Essex, Morris, Union (Latino)
<input type="checkbox"/>		WBLS 107.5	Essex, Morris, Union
<input type="checkbox"/>		WHUD 100.7	Essex, Morris, Warren
<input type="checkbox"/>		WPRB 103.3	Essex, Union, Warren
<input type="checkbox"/>		WMNJ 88.9	Morris
<input type="checkbox"/>		WJSV 90.5	Morris
<b>X</b>	Once at the start of the Marketing Process, with additional if necessary.	WNNJ-FM 103.7	Morris, Warren
<input type="checkbox"/>		WMGQ 98.3	Union

<input type="checkbox"/>		WCTO 96.1	Union, Warren
<input type="checkbox"/>		WNTI 91.9	Warren
<input type="checkbox"/>		WSBG 93.5	Warren
<input type="checkbox"/>		WZZO 95.1	Warren
<input type="checkbox"/>		WAEB-FM 104.1	Warren
<input type="checkbox"/>		WHCY 106.3	Warren

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)  
(Check all that applies)

		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE COAH REGION 2</b>				
Monthly				
X	Once at the start of the Marketing Process, with additional if necessary.	Sino Monthly	North Jersey/NYC area	Chinese-American
<b>TARGETS PARTIAL COAH REGION 2</b>				
Daily				
<input type="checkbox"/>		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
<input type="checkbox"/>		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>		Brazilian Voice, The	Newark	Brazilian-American
<input type="checkbox"/>		Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>		La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>		Italian Tribune	North Jersey/NYC area	Italian community
<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>		El Nuevo Coqui	Newark	Puerto Rican community
<input type="checkbox"/>		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
<input type="checkbox"/>		El Especialito	Union City	Spanish-Language
<input type="checkbox"/>		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lyndenhurst, Newark, North Plainfield, Orange,	Spanish-Language

			Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	
<input type="checkbox"/>	Ukranian Weekly	New Jersey	New Jersey	Ukranian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Essex County		
<input type="checkbox"/>	Newark Liberty International Airport	Newark Airport, Newark, NJ
X	Once at the start of the Marketing Process, with additional if necessary.	Verizon Communications 540 Broad St Newark, NJ 07102
X	Once at the start of the Marketing Process, with additional if necessary.	Prudential Financial, Inc. 751 Broad St Newark, NJ 07102
<input type="checkbox"/>	Continental Airlines	1 Newark Airport, Newark, NJ
<input type="checkbox"/>	University of Medicine/Dentistry	Office of Marketing & Media Relations 150 Bergen Street Room D347 Newark, NJ 07103
X	Once at the start of the Marketing Process, with additional if necessary.	Public Service Enterprise Group 80 Park Plz Newark, NJ 07102
<input type="checkbox"/>	Prudential Insurance	751 Broad Street, Newark, NJ 07102-3777
<input type="checkbox"/>	Horizon Blue Cross & Blue Shield of NJ	3 Raymond Plz W Newark, NJ 07102
<input type="checkbox"/>	Newark Liberty International Airport	Newark Airport, Newark, NJ
X	Once at the start of the Marketing Process, with additional if necessary.	Horizon Blue Cross & Blue Shield of NJ 540 Broad St Newark, NJ 07102

Morris County

<input type="checkbox"/>	Atlantic Health System-Morristown Memorial Hospital	100 Madison Avenue Morristown, NJ 07962
X	Once at the start of the Marketing Process, with additional if necessary.	AT&T 295 N Maple Ave, Basking Ridge, NJ and 180 Park Ave, Florham Park, NJ
<input type="checkbox"/>	US Army Armament R&D	21 Picatinny Arsenal, Picatinny Arsnl, NJ
<input type="checkbox"/>	Lucent Technologies	67 Whippny Rd, Whippny, NJ and 475 South St, Morristown, NJ and 5 Wood Hollow Rd, Parsippany, NJ and 24 Mountain Ave, Mendham, NJ
<input type="checkbox"/>	Pfizer	Morris Plains/Parsippany
X	Once at the start of the Marketing Process, with additional if necessary.	Novartis Pharmaceutical 59 State Route 10, East Hanover, NJ
X	Once at the start of the Marketing Process, with additional if necessary.	Kraft foods 200 Deforest Ave, East Hanover, NJ and 7 Campus Dr, Parsippany,

	additional if necessary.		NJ
<input type="checkbox"/>		Mennen Sports Arena	161 E Hanover Ave, Morristown, NJ
<input type="checkbox"/>		Honeywell	101 Columbia Rd Morristown, NJ 07960
<input type="checkbox"/>		Pfizer	5 Woodhollow Rd, Parsippany and 175 Tabor Rd, Morris Plains
X	Once at the start of the Marketing Process, with additional if necessary.	St. Clare's Hospital	130 Powerville Road Boonton Township, NJ 07005 and 25 Pocono Road Denville, NJ 07834 and 400 West Blackwell Street Dover, NJ 07801 and 3219 Route 46 East, Suite 110 Parsippany, NJ 07054
<b>Union County</b>			
<input type="checkbox"/>		A&M Industrial Supply Co	1414 Campbell St Rahway
<input type="checkbox"/>		A.J. Seabra inc,	574 Ferry St Newark
<input type="checkbox"/>		Bristol-myers Products Research & Dev	1350 Liverty Ave Hillside
<input type="checkbox"/>		Cede Candy Inc	1091 Lousons Road PO Box 271 Union, NJ
X	Once at the start of the Marketing Process, with additional if necessary.	Comcast Network	800 Rahway Ave Union, NJ
<input type="checkbox"/>		HoneyWell Inc.	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
<input type="checkbox"/>		IBM Corporation	27 Commerce Drive Cranford, nj
<input type="checkbox"/>		Howard Press	450 West First Ave Roselle,nj
<input type="checkbox"/>		Lucent Technologies	600 Mountain Ave Murray Hill,NJ
X	Once at the start of the Marketing Process, with additional if necessary.	Merck & Co. Inc	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ
X	Once at the start of the Marketing Process, with additional if necessary.	Rahway Hospital	865 Stone Street Rahway, NJ
<input type="checkbox"/>		Rotuba Extruders, Inc	1401 Park Ave South Linden
X	Once at the start of the Marketing Process, with additional if necessary.	Union County College	1033 Springfield Ave Cranford,NJ
<b>Warren County</b>			
X	Once at the start of the Marketing Process, with additional if necessary.	Masterfoods USA	800 High Street Hackettstown, NJ
X	Once at the start of the Marketing Process, with additional if necessary.	Warren Hospital	185 Roseberry St Phillipsburg, NJ
X	Once at the start of the Marketing Process, with additional if necessary.	Roche Vitamins	206 Roche Drive Belvidere, NJ

<input type="checkbox"/>		Hackettstown Hospital	651 Willow Grove St. Hackettstown, NJ
<input type="checkbox"/>		Pechiney	191 Route 31 North Washington, NJ
<input type="checkbox"/>		Lopatcong Care Center	390 Red School Lane Phillipsburg, NJ
<input type="checkbox"/>		Mallinckrodt/Baker, Inc	222 Red School Lane Phillipsburg, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
See attached list.	Region	All	A flyer and application will be mailed to everyone on the attached list, once at the start of the affirmative marketing process and as needed thereafter.

#### IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
<input checked="" type="checkbox"/>	Morris County Library	30 East Hanover Avenue, Whippany, NJ 07981
<input checked="" type="checkbox"/>	Warren County Library Headquarters	199 Hardwick Street, Belvidere, NJ 07823
<input checked="" type="checkbox"/>	Essex County/Hall of Records	465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102 (973)621-4400
<input checked="" type="checkbox"/>	Union County/Administration Building	Elizabethtown Plaza, Elizabeth, NJ 07207 (908)527-4100
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
The City of Summit 512 Springfield Avenue Summit, NJ 07901 Phone: (908) 277-9400		
The Housing Authority of the City of Summit 512 Springfield Avenue Summit, NJ 07901 Phone: (908) 273-6413		
Summit Free Public Library 75 Maple Street Summit, NJ 07901 Phone: (908) 273-0350		
4c. Sales/Rental Office for units (if applicable) N/A		

## V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's COAH substantive certification and/or Judgment of Repose.

Joseph M. Billy, Jr., Executive Director, Housing Authority of the City of Summit

Name (Type or Print)

Administrative Agent, City of Summit

Title/Municipality

Signature

Date

Fair Share Housing Center 510 Park Boulevard Cherry Hill, NJ 08002	North Central Board of Realtors 910 Mt. Kemble Avenue Morristown, NJ 07960	Warren County Division of Aging 165 County Route 519 South Belvidere, NJ 07823
NJ State Conference of the NAACP 4326 Harbor Beach Blvd., #775 Brigantine, NJ 08203	North Central Board of Realtors 910 Mt. Kemble Avenue Morristown, NJ 07960	Urban League of Union County 288 North Broad St Elizabeth, NJ 07208
Latino Action Network P.O. Box 943 Freehold, NJ 07728	Warren County Board of Realtors 292 Route 46 W Oxford, NJ 07863	Urban League of Essex County 508 Central Avenue Newark, NJ 07107
East Orange NAACP P.O. Box 1127 East Orange, NJ 07019	Union County Housing Authority 1 Elizabethtown Plaza 5th Floor Elizabeth, NJ 07202	Urban League of Morris County 300 Madison Avenue, Ste. A Morristown, NJ 07960
Newark NAACP P.O. Box 1262 Newark, NJ 07101	Essex County Division of Housing & Community Development 20 Crestmont Road, Verona, NJ 07044	Morris County Office of Temporary Assistance 340 West Hanover Avenue Morristown, NJ 07960
Morris County NAACP P.O. Box 2256 Morristown, NJ 07962	Morris County Housing Authority 99 Ketch Road Morristown, NJ 07960	Warren County Division of Temporary Assistance & Social Services 1 Shotwell Drive Belvidere, NJ 07823
Elizabeth NAACP P.O. Box 6732 Elizabeth, NJ 07206	Warren County Housing Authority 415 Front Street Belvidere, NJ 07823	Essex County Dept of Citizen Services Division of Welfare 18 Rector Street - 9th Floor Newark, NJ 07102
Affordable Housing Professionals of NJ 101 Poor Farm Road Princeton, NJ 08540	Union County Division on Aging 10 Elizabethtown Plaza Elizabeth, NJ 07207	Union County Division of Social Services 342 Westminster Avenue Elizabeth, NJ 07208
NJ Housing Resource Center c/o NJHMFA 637 South Clinton Avenue Trenton, NJ 08611	Morris County Office on Aging Services 340 West Hanover Ave Morristown, NJ 07960	New Jersey Citizen Action 744 Broad Street #2060 Newark, NJ 07102
Greater Union County Board of Realtors 767 Central Avenue Westfield, NJ 07090	Essex County Division of Senior Services 900 Bloomfield Avenue, Verona, NJ 07044	Catholic Charities of the Archdiocese of Newark 590 North 7th Street Newark, NJ 07107

Catholic Charities (Diocese of Metuchen) 319 Maple Street Perth Amboy, NJ 08861	New Jersey Tenants Organization 96 Linwood Plaza #233 Fort Lee, NJ 07024
Premier Community Development Corp 510 East Front Street Plainfield, NJ 07060	Northwest NJ Community Action Program, Inc. 350 Marshall Street Phillipsburg, NJ 08865
New Community Corporation 233 West Market Street Newark, NJ 07103	Plainfield Action Services 510 Watchung Avenue Plainfield, NJ 07061
Morris County Office of Community Development 1 Medical Drive, Morris Plains, NJ 07950	United Community Corporation, Inc. 332 South 8th Street Newark, NJ 07103
Union County Bureau of Community Development 10 Elizabethtown Plaza Elizabeth, NJ 07207	Habitat for Humanity of Newark & Greater Elizabeth, Inc. P.O. Box 32189 Newark, NJ 07102
Spring Street Community Development Corporation 65 Spring St Morristown, NJ 07960	SEED Corp. 333 Dodd Street East Orange, NJ 07017
Cathedral Community Development Corporation 277 Madison Avenue Perth Amboy, NJ 08861	SERV Behavioral Health 20 Scotch Road, 3rd Floor Ewing, NJ 08628
Episcopal Community Development 31 Mulberry Street Newark, NJ 07102	
NJ Community Development Corp 32 Spruce Street Paterson, NJ 07501	

Resolution (ID # 6063)  
December 4, 2018

**AUTHORIZE EXPENDITURE FROM AFFORDABLE HOUSING TRUST FUND FOR  
REHABILITATION OF AFFORDABLE HOUSING UNITS**

WHEREAS, in a memo dated November 12, 2018 the Director of the Department of Community Services advises that the Summit Housing Authority Executive Director has requested to utilize funding from the Affordable Housing Trust Fund to meet the City's rehabilitation obligation, and

WHEREAS, the City of Summit has \$1,310,000.00 authorized in its Spending Plan, and

WHEREAS, the purpose of a rehabilitation program is to renovate deficient housing units that are occupied by low- and moderate-income households, and

WHEREAS, to obtain credit for municipal rehabilitation investment, hard costs shall average at least \$10,000 per unit and include the rehabilitation of a major system, and

WHEREAS, the Housing Authority's proposal ("the proposal") would address major systems, replacement of deteriorated windows, staircases and baseboard heating systems for 40 units at the Glenwood Place Development, and

WHEREAS, the proposal would assist the Housing Authority in meeting its needs and would be a cost efficient way for the City to meet its rehabilitation requirements, and

WHEREAS, approval of the expenditure shall be subject to the approval of the Affordable Housing Court Master, as qualifying for rehabilitation credit.

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

1. That, per the request of the Executive Director of the Summit Housing Authority and the recommendation of the Director of the Department of Community Services, a reimbursement in the amount of \$10,000 per unit for 40 units at the Glenwood Place development is hereby authorized, and the payment shall be drawn from the Affordable Housing Trust Fund.
2. That said approval shall be subject to the expenditure qualifying for rehabilitation credit and approval by the Court Master.

Dated: December 4, 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, December 4, 2018.

City Clerk



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

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

Meeting: 12/04/18 07:30 PM

## **RESOLUTION (ID # 6063)**

DOC ID: 6063

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: November 12, 2018

Attached is a request from Joseph Billy, Executive Director of the Summit Housing Authority to utilize funding from Trust Fund to meet the City's rehabilitation obligation. Summit has \$1,310,000 authorized in our Spending Plan. The purpose of a rehabilitation program is to renovate deficient housing units that are occupied by low- and moderate-income households. To obtain credit for Municipal rehabilitation investment hard costs shall average at least \$10,000 per unit, and include the rehabilitation of a major system. This plan is proposed to fulfill 40 units of our obligation for the rehabilitation requirement for the City of Summit.

The attached proposal would address major systems, replacement of deteriorated windows, staircases and baseboard heating systems for 40 units at the Glenwood Place Development. This proposal would assist the Housing Authority in meeting their needs and would be a cost efficient way for the City to meet its rehabilitation requirements. This proposal is also being submitted to the Affordable Housing Court Master for his approval.

I recommend a resolution supporting this project and authorizing the expenditure of up to \$400,000 to rehabilitate 40 Units at Glenwood Place. This approval is subject to the expenditure qualifying for rehabilitation credit and approval by the Court Master.

# HOUSING AUTHORITY of the CITY OF SUMMIT

## *Office of the Executive Director*

### MEMORANDUM

**Date:** 10/26/2018

**To:** Paul Cascais, City of Summit – Director of Community Services

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

**Re: RENTAL REHABILITATION FUNDS**

As a follow up to our previous discussions and my email of 10/2/18, attached please find the Physical Condition Assessment prepared by our Engineers for the immediate rehabilitation needs at our Glenwood Place Development (40 family units). This documentation will support the Housing Authority's use of \$ 400,000 of Rental Rehabilitation Funds from the City's Affordable Housing Trust Fund.

We have selected the follow three projects:

1) Replacement of Deteriorated Windows	Cost Estimate- \$ 354,000
2) Replacement of Deteriorated Staircases	Cost Estimate- \$ 288,000
3) Replacement of Baseboard Heating Systems	Cost Estimate -\$ 110,000
Total Funding Requests	\$ 752,000

As you can see by the documentation, each of these projects are substantial in scope and are needed to maintain the upkeep of this development. The actual costs for each project will be finalized after the Housing Authority completes its competitive bidding process, however, we are unable to put these jobs out on the street for bid without the commitment of this rehabilitation funding by the City.

I hope you will agree that this proposal is a “win-win” for the both the City and the Housing Authority. The City will receive COAH credit for expending these funds to the targeted lower income families, and the Housing Authority will be able to complete three substantial rehab projects that it would be unable to do with its limited and continuously reduced HUD funding. It is our intention to duplicate the successful partnership we established in the previous use of Rental Rehab Funding at our Weaver Street Development in 2015-2016.

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

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## PHYSICAL CONDITION ASSESSMENT

# REHABILITATION NEEDS at GLENWOOD PLACE DEVELOPMENT THE HOUSING AUTHORITY OF THE CITY OF SUMMIT



APARRI ENGINEERING LLC  
Engineers & Consultants



October 18, 2018

**MR. JOSEPH M. BILLY, JR.**  
 Executive Director  
 The Housing Authority of the City of Summit  
 512 Springfield Avenue, Summit, New Jersey

**Subject: City of Summit Rehabilitation Funds**

Dear Mr. Billy:

As you requested, we prepared an assessment of the Glenwood Place to determine if there are conditions that may render apartment units therein as “substandard units occupied by low- and moderate- income households” in accordance with the Council of Affordable Housing (COAH) definition. According to NJAC 5:93-5.2(b), a substandard housing unit is defined as a unit with health and safety code violations that require the repair or replacement of a major system.

A major system includes “weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), and/or a load bearing system”.

The major systems we identified with health and safety code violations are the following:

1. The existing stairs that are exposed to the elements (load bearing system).
2. The windows (weatherization), and
3. The fin tube baseboard heating system (heating)

By COAH’s definition, the apartment units are considered substandard housing units, until all the above major systems are rehabilitated.

For the assessment we reviewed the following referenced documents:

1. NJAC Title 5: Chapter 93: Substantive Rules of the New Jersey Council on Affordable Housing. We only reviewed Sub-par. 5:93-5.2(b) on Rehabilitation.
2. 2012 International Property Maintenance Code
3. New Jersey Building Code
4. NJAC 5:23-6 New Jersey Rehabilitation Sub-code.

NJAC 5:23-6 New Jersey Rehabilitation Sub-code applies to all proposed work on existing buildings. It provides code requirements to be followed for rehabilitation work

The Property Maintenance Code governs the maintenance of existing buildings and used herein as the standard for evaluating the rehabilitation needs.



1. **Rehabilitate Existing Stairs:** According to the Maintenance Code, structures or components thereof that have reached their limit state or judged to be no longer useful for its intended function (serviceability limit state) is considered as unsafe condition.
  - a. The existing stairs have numerous deficiencies. Support stringers are rusted, and separating from the steel treads and risers. Steel that has been subjected deterioration, and failing connections are unsafe.
  - b. Handrails are not structurally sound and therefore unsafe.
  - c. Concrete landings are subjected to spalling and deterioration fractures conditions. These also are trip hazards.
2. **Rehabilitate/Replace Existing Windows:** According to the NJ Rehabilitation Code, bedrooms below the 4<sup>th</sup> floor, at least one room window shall be provided for emergency escape/egress or rescue. The existing windows are all metal except for the glazing. To install window air conditioning unit, the bottom metal panel are torched cut. Some A/C units are located below the egress/rescue opening. These are obstruction in the event there is the emergency egress and rescue need.
  - a. The torch cut panel are rusted.
  - b. The windows do not meet the requirements of the NJ Rehabilitation Code – as follows:
    - i. Be operable
    - ii. Have a sill height of not more than 44"
    - iii. Have a width of at least 20" and a height of 24" and a minimum total area of 5.7 square feet.
3. **Rehabilitate/Replace the Fin Tube Baseboard Heating System:** The system has reached the end of its service life. The covers are rusted and bent. Some fins are bent and rusted.

Very truly yours:

Leo S. Aparr, P.E.

Attachment – Assessment Report

**ASSESSMENT -REHABILITATION REQUIRED AT  
GLENWOOD PLACE DEVELOPMENT  
OF THE HOUSING AUTHORITY OF THE CITY OF SUMMIT**

**INTRODUCTION**

The following is a physical condition assessment of NJ17-1, Glenwood Place Development of the Housing Authority of the City of Summit to determine if there are deficiencies at the development that qualify for rehabilitation under the New Jersey Council on Affordable Housing (COAH) utilizing affordable housing trust funds.

NJ17-1, Glenwood Place Development consists of six (6) apartment buildings with a total of 40 apartment units. The Use and Occupancy of the development according to NJ Building Code is R-2 under Residential Group R. Occupancy R-2 are buildings with more than two dwelling units where the occupants are primarily permanent in nature. These buildings were built in 1971 as follows:

1. Building 1: Two-story building; with 2 apartment units; (both four-bedroom units)
2. Building 2: Two-story building; with 4 apartment units; (all three-bedroom units)
3. Building 3: Three-story building; with 12 apartment units; (all two-bedroom units)
4. Building 4: Two-story building; with 4 apartment units; (all one-bedroom units)
5. Building 5: Two-story building; with 4 apartment units; (all are three-bedroom units)
6. Building 6: Three-story building; with 14 apartment units; (12 two-bedroom units and 2 three-bedroom units)

According to New Jersey's Rehabilitation Subcode, N.J.A.C. – 6.3 "Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure. "Repair" means the restoration to a good or sound condition of materials, systems and/or components that are worn, deteriorated or broken using materials or components identical to or closely similar to the existing. "Renovation" means the removal and replacement or covering of existing or exterior finish, trim, doors, windows, or other materials with new materials that serve the same purpose and do not change the configuration of space. Renovation shall include the replacement of equipment and fixtures.

The rehabilitation needs for NJ17-1, Glenwood Place were determined and assessed in accordance with the requirements of NJAC Title 5: Chapter 93- Substantive Rules of the New Jersey Council on Affordable Housing (COAH).

In accordance with Sub-Par 5:93-5.2(b) Rehabilitation, "The purpose of a rehabilitation program is to rehabilitate substandard housing units occupied by low- and moderate- income households. A substandard housing unit is defined as a unit with health and safety code violations that require the repair or replacement of a major system. A major system shall include weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or load bearing structural system."

The major systems identified as needing rehabilitation in Glenwood Place are the existing steel stairs, all windows, and finned tube baseboard heaters. These meet the COAH's definition of major system and these have deficiencies and health and safety code violations that must be addressed to ensure that the apartment units at Glenwood Place Development are not substandard units by COAH's definition. Upon rehabilitation and correction of these deficiencies, the apartment units will be brought up to code standard.

**ASSESSMENT -REHABILITATION REQUIRED AT  
GLENWOOD PLACE DEVELOPMENT  
OF THE HOUSING AUTHORITY OF THE CITY OF SUMMIT**

Sub-Par 5:93-5.2(b) also requires: "The standard for evaluating the rehabilitation activity shall be the local property maintenance code, or if none is available, BOCA Property Maintenance Code".

In this assessment, the provisions and requirements of the **2012 International Property Maintenance Code** is likewise considered. Additionally, the requirements of HUD Minimum Property Standards and Public Housing Modernization Standards were also used.

BOCA and the International Property Maintenance Codes standards include:

1. A building should be considered unfit for human habitation and occupancy if the condition of the structure is such as to make it unsafe or unsanitary through the presence of serious safety hazards resulting from the need for repairs to the roof, walls, ceiling, floors or stairs or through the presence of health hazards resulting from continuous dampness or exposure brought about by neglect or dilapidation.
2. Structures and components thereof that have reached their limit state is considered as unsafe condition. Limit state is a condition of a structure or component thereof beyond which it no longer fulfills the relevant design criteria.
3. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.
4. Steel that has been subjected to deterioration and detached dislodged or failing connections is unsafe and shall be repaired or replaced to comply with the International Building Code.
5. Concrete that has been subjected to deterioration, spalling, fractures, fissures is unsafe.
6. Where a plumbing system in a structure constitute a hazard to the occupants or the structure by reason of...., deterioration or damage or for similar reasons, the defects shall be required to be corrected to eliminate the hazard.

**REPLACEMENT OF EXISTING STAIRS**

The existing stairs that need to be replaced are metal stairs exposed to the elements or the outdoor stairs. There are nine of these stairs. All stairs are steel pan stairs, approximately 3 feet wide with steel pan treads/risers and treads filled with concrete.

The nine stairs are located as follows:

1. Building 3: Four (4) metal stairs.
2. Building 4: One (1) metal stair.
3. Building 6: Four (4) metal stairs.

These stairs serve as the main means of access and egress to and from the apartment units.

The existing metal stairs are not structurally sound. As such they are a safety hazard to the tenants. All stairs need to be replaced. According to the Property Maintenance Code – "The components of a structure and

**ASSESSMENT -REHABILITATION REQUIRED AT  
GLENWOOD PLACE DEVELOPMENT  
OF THE HOUSING AUTHORITY OF THE CITY OF SUMMIT**

equipment therein shall be maintained in good repair, structurally sound and in sanitary condition".

All parts of the stairs are defective and have rusted. The steel stringers are separating from the steel pans. Not only are stairs structurally unsound, but have also become trip hazards.

In addition to the deterioration of the stairs, the supporting concrete slabs and landings must be also rehabilitated.

**Temporary Stairs During Replacement.** To replace the existing stairs in Buildings 3, 4, and 6, temporary stairs may have to be provided for tenants to access their apartment units. This will be left to the Contractor to decide the means and method of construction.

**Other Stairs:** Other stairs that are not exposed to the elements are wooden stairs and appeared to be in good condition.

**See PHOTOS – Existing Condition of Stairs**

**REPLACEMENT OF WINDOWS**

There are 371 existing windows to be replaced. The replacement windows shall be aluminum windows with the following improvements:

1. Improved thermal performance (double glazed).
2. Provide double hung windows to enable tenants to install unit air conditioners, if they so desire.

The existing windows are 16 years old. The windows are of the sliding type with 2 solid bottom fixed panels. One-side of the window upper panels is fixed and the other side slides to the fixed side to provide a clear opening. No screens are provided.

Several of the solid metal bottom fixed panels have been torched cut to install window air conditioning units. As a result the windows are subjected to rust, air infiltration, condensation and fogging. Any window with parts cut or even removed should be considered a deficient or even code violation.

Many of the existing windows are not compliant to code. In some windows, the top of the window bottom fixed panel is more than 44 inches from the floor (which does not meet the requirement for emergency egress window (see below). Additionally, many of the window air conditioning units are installed on the same side of the rescue openings, making the air conditioning units obstruction during escape or rescue operations.

**Emergency Egress Windows**

1. Include provision for emergency egress as required by N.J.A.C. 5:23-6.5 and 5:23-6.26. Emergency egress is needed for all bedrooms below the 4<sup>th</sup> floor. Emergency egress windows shall be as follows:
  - a. Be operable.
  - b. With a sill height of not more than 44 inches. (*Note: Building Code Sub-Section 1009.3 Maximum Height from Floor, requires "Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44" measured from the floor.*)

**ASSESSMENT -REHABILITATION REQUIRED AT  
GLENWOOD PLACE DEVELOPMENT  
OF THE HOUSING AUTHORITY OF THE CITY OF SUMMIT**

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- c. Have a width of 20 inches, a height of at least 24 inches and a minimum total area of 5.7 square feet measured from head to sill and side to side.
- d. Windows are not required to meet the above requirements in buildings where the sleeping room is provided with a corridor having access to two remote exits or in buildings equipped throughout with an automatic sprinkler system.

2. Assessment:

- a. Building #1: Provide each bedroom with emergency egress window.
- b. Building #2: Provide each bedroom with emergency egress window.
- c. Building #3: Provide each bedroom with emergency egress window.
- d. Building #4: Provide each bedroom with emergency egress window.
- e. Building #5: Provide each bedroom with emergency egress window.
- f. Building #6: Provide each bedroom with emergency egress window.

A combination of windows – double hung for A/C installation and casement window for emergency egress that meets above N.J.A.C. 5:23-6.5 - will be used if needed.

For first floor windows, the use of plexiglass glazing shall be considered to provide more security from vandalism to these bottom windows. (Note: Bars, grilles and screens shall not be placed over emergency escape windows or doors in Group R or I-1, unless they are releasable or removable from the inside without the use of a key, tool or force greater than that which is required for the normal operation of the window or door. (N.J.A.C. 5:23-6.5 (d) 5).

**See PHOTOS - Existing condition of the windows.**

**REPLACEMENT OF FINNED TUBE BASEBOARD HEATING SYSTEM**

The heating system at Glenwood Place is a hydronic heating system using fin tube baseboard. The existing system has not been replaced, so the system is approximately 47 years. According to HUD Residential Rehabilitation Inspection Guide, the life expectancy of baseboard system is 20 years. Replacement is needed.

Our inspection shows the heating element covers rusted and some parts dislodged, and out of alignment. Many radiator fins are damaged and bent.

Because the existing system is old, all parts will be replaced including hot water supply and return. The existing location of the system will be the same.

The existing hot water boilers are about 25 years old and appeared to be in satisfactory condition. These equipment can last 35 to 40 years – so these will not be replaced at this time.

**See PHOTOS - Existing Condition of Baseboard Heating System.**

**ASSESSMENT -REHABILITATION REQUIRED AT  
GLENWOOD PLACE DEVELOPMENT  
OF THE HOUSING AUTHORITY OF THE CITY OF SUMMIT**

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**BUDGET COST ESTIMATES**

The budget estimate costs for the above projects are as follows:

**Stairs:**

a. All nine metal stairs: \$288,000.00

**Windows:**

a. All Buildings: \$354,000.00

**Baseboard Heating System:**

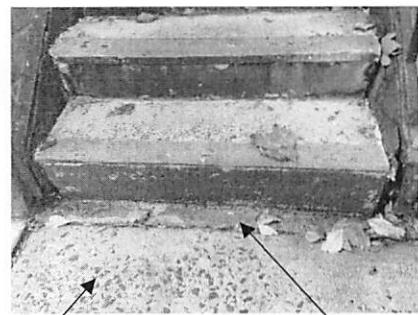
a. All Buildings: \$110,000.00

**TOTAL:** \$752,000.00

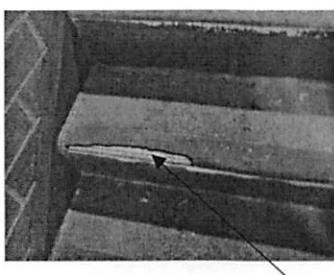
## PHOTOS - Existing Condition of Stairs



Back Stair – Building #3

Corroded Steel Pans  
Stringer Separating  
from steps

Deteriorated Concrete Landing



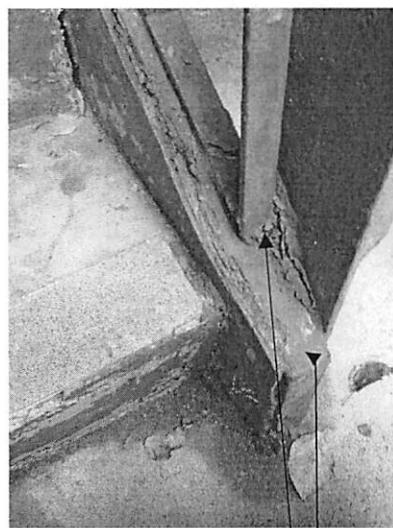
Damaged Concrete Fill

Steel Pans separating  
from stringer

Stair - Building #4



Rusted Railing

Damaged Railing  
and Stringer

Back Stair – Building #6

## PHOTOS - Existing Condition of Windows



Window smeared and cut for A/C Unit Fogged Glazing

In some windows, the bottom of the opening for emergency escape or rescue is more than 44" from the floor making them code non-compliant.



Window damaged, warped and rusted

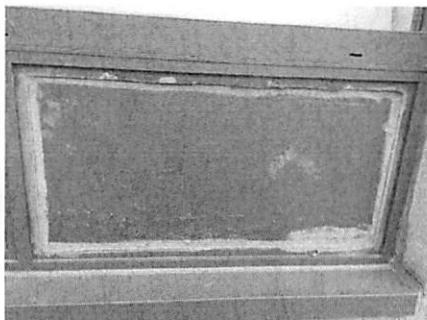


Window Cut for A/C units, and deteriorating periphery sealant.

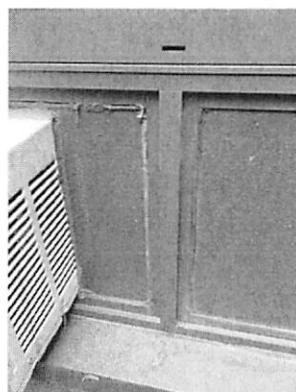
A/C window unit at location of possible emergency escape and rescue opening.



Window with fogged glazing and damaged periphery sealant



Window with restored cut panel – see rust

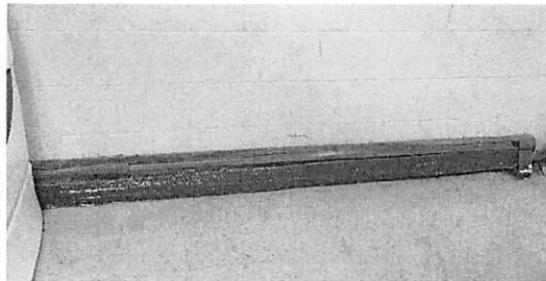


Window with restored cut panel and 2<sup>nd</sup> cutting for A/C Unit

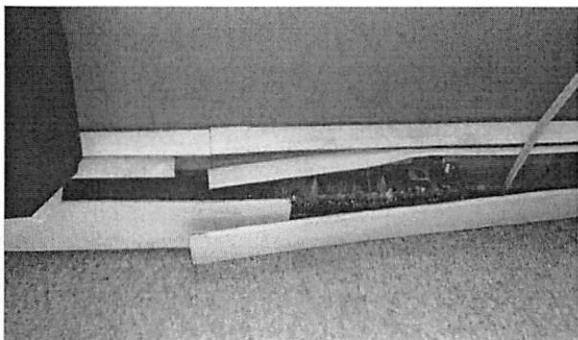
## PHOTOS - Existing Condition of Fin Tube Baseboard Heaters



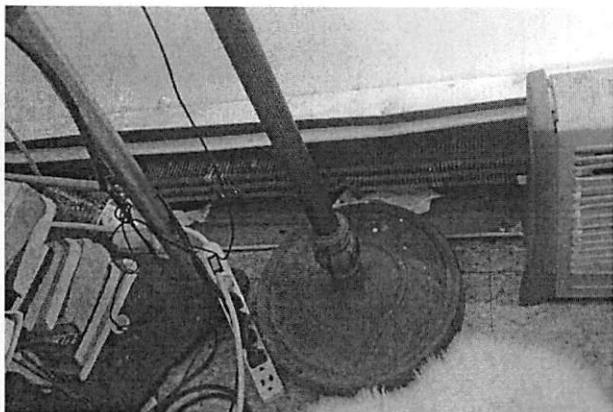
Rusted Base Board Heater



Baseboard heater damaged, rusted



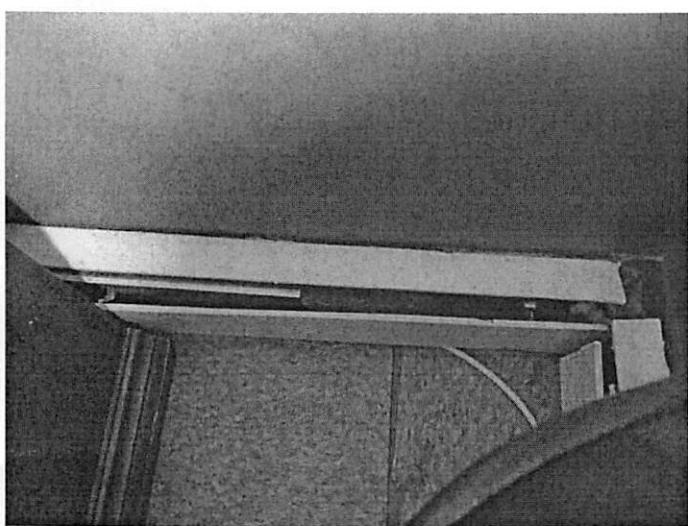
Baseboard Heater – Bldg #1



Baseboard Heater – Bldg #1



Baseboard Heater – Bldg. #5



Baseboard Heater – Bldg#5



Baseboard Heater – Bldg #5

Resolution (ID # 6095)  
December 4, 2018

**AUTHORIZE EXECUTION OF ONE-YEAR LEASE EXTENSION WITH FAMILY PROMISE,  
INC. - 71 SUMMIT AVENUE (PENDING CLOSED SESSION DISCUSSION)**

Pending Closed Session discussion.

**AMEND RESOLUTION NO. 38607 - "AMEND 2018 MUNICIPAL CAPITAL PLAN"**

WHEREAS, Resolution No. 38607 was adopted by the Common Council on November 19, 2018 to amend the 2018 municipal capital plan, and

WHEREAS, per the City Treasurer, corrections are necessary, which will not affect Bond Ordinance #18-3178, introduced at the November 19, 2018.

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

That Resolution No. 398607 be amended as follows:

**2018 CAPITAL BUDGET**

Municipal Projects	Estimated Cost	Capital Improvement Fund	Debt Authorized
Fire Department Headquarters Design	\$750,000.00	\$37,500.00	\$712,500.00
		<u>\$36,000.00</u>	<u>\$714,000.00</u>
FAC Pool Resurfacing	\$300,000.00	\$15,000.00	\$285,000.00
Total All Projects	<u>\$12,947,000.00</u> <u>\$7,304,200.00</u>	<u>\$306,460.00</u> <u>\$304,960.00</u>	<u>\$12,640,540.00</u> <u>\$6,999,240.00</u>

**6 YEAR CAPITAL PLAN 2018 - 2023**

Municipal Projects:	Estimated Cost	2018	2019	2020	2021	2022	2023
FD Headquarters Design	\$750,000	\$750,000					
FAC Pool Resurfacing	\$300,000	\$300,000					
Total All Projects	<u>\$73,918,320</u> <u>\$68,025,520</u>	<u>\$12,947,000</u> <u>\$7,304,200</u>	\$10,492,500	\$8,128,320	\$5,396,000	\$6,249,500	\$30,455,000

Dated: December 4, 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, December 4, 2018

City Clerk



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

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

Meeting: 12/04/18 07:30 PM

## **RESOLUTION (ID # 6096)**

DOC ID: 6096

TO: Mayor and Common Council

FROM: Marge Gerba, City Treasurer

DATE: November 27, 2018

The 2018 Capital Plan is being amended to include two projects that were not known at the time of budget adoption.

These are:

General Capital:

Fire Headquarters  
Pool Resurfacing

This resolution is being amended to adjust for the postponement of the Joint Meeting Sewer Flood Mitigation Project."

Resolution (ID # 5864)  
December 4, 2018

**AUTHORIZE ANNUAL SALARIES**

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

That, effective January 1, 2019, the officers of the City be and they are hereby authorized and directed to draw the necessary checks bi-weekly and pay the same annual salaries as the 2017 Salary Ordinance for all non-union employees, including anniversary increases effective January 1, 2019, and per respective collective bargaining agreements for the Police Department (PBA), Fire Department (FMBA) and Division of Public Works (Teamsters).

Dated: December 4, 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 an Organization Meeting held on Tuesday evening, December 4, 2018.

City Clerk

## January 2019 Administrative Salaries

	Employee Name	Title	Total
Admin	Rogers, Michael	Administrator	\$185,201
Admin	Champney, Megan	Asst to Admin	\$84,114
Admin	Cairns, Amy	P/T Chief Comm Officer	\$81,754
Clerk	Nicole Sarna	Deputy City Clerk	\$58,360
Clerk	Alexandra Buryk	Secretary III	\$30,160
Clerk	Licatese, Rosalia	City Clerk	\$125,452
Clerk	Hutchins, Hope	P/T Secretary II	\$32,691
Law	DeMassi, John	P/T Public Defender	\$8,489
Law	Mitzner, Michael	P/T Prosecutor	\$35,864
Treas	Berger, Melissa	Asst Treasurer	\$87,751
Treas	Caputo, Michelle	Qualified Purchasing Agent	\$79,776
Treas	Field, Andreana	Payroll Account Clerk	\$44,695
Treas	Gerba, Margaret	Treasurer/CFO	\$128,350
Treas	Goode, Gregory	Account Clerk	\$54,792
Tax	Dougherty, Patricia	P/T Deputy TC	\$66,100
Tax	Ruggiero, Juliet	Tax Collector	\$101,369
Assr	Crossan, Lois	TA Clerk	\$70,406
Assr	Flynn, Bryan	P/T Deputy TA	\$56,983
Assr	O'Connor, Timothy	Tax Assessor	\$106,443
Inv	Ferreira, Pamela	Admin Assistant	\$68,765
Recs	Griffiths, Nicole	Admin Assistant	\$68,765
Recs	Montanya, Lauren	Records Clerk II	\$66,090
Recs	Luther, Danielle	Records Clerk I	\$63,500
Recs	Ortman, Jennifer	Records Clerk I	\$53,976
Fire	Fabrizio, Nancy	Office Manager	\$80,306
DCS	Armstrong, Phyllis	Office Manager	\$75,285
DCS	Blades, Jin	Assistant Director	\$95,380
DCS	Cascais, Paul	Director DCS	\$163,676
DCS	DiLauri, Matthew	Office Manager	\$61,313
DCS	Holenstein, Christopher	PW Manager	\$106,369
DCS	Nicola, Christopher	Land Use Assistant	\$57,645
Engr	Matias, Ricardo	Asst City Engineer	\$117,561
Engr	Schrager, Aaron	Deputy Director/City Engr	\$140,368
Engr	Toth, Lori	P/T Asst Engineer	\$90,001
Code	Anderson, Christa	Zoning Officer	\$101,695
Code	Matarredona, Jorge	Housing Inspector	\$66,090
Code	Portine, Leon	P/T Housing Inspect	\$33,989
DCP	Colucci, James Jr	Pgm Supe/Assist Dir	\$92,716
DCP	Guida, David D	Program Supervisor	\$64,240
DCP	Hughes, Maria	Admin Assistant	\$80,306
DCP	Leblein-Josephs, Judith	Director DCP	\$146,596

DCP	Masterfano, Gretchen	Senior Coordinator	\$47,320
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DCP	McGhee, Joanne	Office Manager	\$80,306
DCP	Ozoroski, Mark	Asst Director DCP	\$104,672
Health	Demayo, Ronald	Environ Hlth Scialist	\$108,622
Health	Galvez, Samantha	Deputy Reg Vital Stats	\$55,793
Health	Mauro, N Gayle	Registrar Vital Statistics	\$79,139
Court	Bogosian, Donald	P/T Judge	\$55,440
UCC	Daniels, William	P/T Building Insp	\$48,306
UCC	Delizio, Eric	P/T Electrical Insp	\$69,228
UCC	Doyle, Anthony	Building Insp	\$92,450
UCC	Estrin, Lilya	Secretary III	\$63,500
UCC	Ghetti, Donna	Secretary III	\$63,500
UCC	Kolbeck, Karen	Secretary II	\$59,228
UCC	Kostrowski, John	P/T Plumbing Insp	\$73,990
UCC	Lewis, Gary	Const Official/Chief Insp	\$135,692
UCC	Maritato, Ralph	Building Insp	\$92,450
UCC	Moschella, Joseph	Fire Inspector	\$65,180
UCC	Thomas-Pierce, Sharlynn	P/T Secretary II	\$23,820
Parking	Fortune, Wanda	Enforcement Officer	\$59,228
Parking	Horn, Kathleen	Enforcement Officer	\$65,151
Parking	McNany, Rita	Parking Manager	\$108,907
Parking	Ring, Susan	Admin Assistant	\$68,765
Parking	Rodriguez, Juan	Technician	\$75,642
Parking	Sawicki, Nicole	Secretary II	\$62,983
Parking	Vacant	Secretary II	\$42,310
Parking	Acuna, Melvin	Maintenance Worker	\$22,736
Parking	Erikson, Emilio	Enforcement Officer	\$27,000
Parking	Huang, Sandra	Bookkeeper	\$26,806
Parking	Ruiz, Nick	Collections Assistant	\$26,038
Parking	Tolve, James	Collections Assistant	\$20,183
Parking	Hersch, Alex	Ambassadors	\$18,096
Parking	Young, Adam	Ambassadors	\$18,096
Parking	Anderson, Schania	Ambassadors	\$18,096
Parking	Renzulli, Angela	Ambassadors	\$14,386
Parking	Donatacci, Trevor	Support Staff	\$14,385
Parking	Dougerty, Colm	Support Staff	\$14,385
Parking	Galuppo, Peter	Auxilliary/PEO	\$28,080
Parking	Hong, Justin	Transfer Station Project	\$24,176
		Total Adminsitrative Salaries	\$5,407,467

## January 2019 DPW Salaries

Employee Name	Division	Title	Salary
Alvarado, Donald	Garbage & Trash	MaintWrk	\$67,196.00
Arimjo, Fernando	Recycling	lead driver	78,027.00
Baldwin, Matthew	Parks & Shade Trees	MaintWrk	53,198.00
Baldwin, Raymond	Road Repair & Maintenance	Operator	78,027.00
Barajas, Luis	Garbage & Trash	MaintWrk	47,019.00
Bilello, Joseph	Fleet Maintenance	Mechanic	90,546.80
Caputo, Michael	Transfer Station	Foreman	96,320.00
Cooper, Raymond	Fleet Maintenance	Foreman	104,552.00
Cruz, Leonel	Garbage & Trash	MaintWrk	50,634.00
D'Angelo, Anthony	Parks & Shade Trees	Climber 1	78,527.00
Dasti, John	Road Repair & Maintenance	Driver	72,178.00
Delduca, Sebastian	Comp	Operator	84,729.70
DellaPiazza, Eric	Parks & Shade Trees	MaintWrk	47,019.00
Diaz, Ernesto Jr	Road Repair & Maintenance	Asst Forman	83,588.00
Docs, Ronald	Parks & Shade Trees	Operator	71,058.00
Felter, Thomas	Road Repair & Maintenance	MaintWrk	47,019.00
Gaeta, Louis	Garbage & Trash	Driver	72,678.00
Gerity, Thomas J	Golf	Golf Maint	84,088.00
Gobbi, Leonardo	Public Works Maintenance	MaintWkr	45,872.00
Gonzalez, Jose	Garbage & Trash	Driver	73,178.00
Guanill, Joseph	Parks & Shade Trees	Foreman	69,575.00
Hopkins, Levon	Garbage & Trash	Driver	78,295.80
Hunt, Eddie	Garbage & Trash	MaintWrk	67,196.00
Leontowycz, Victor	Fleet Maintenance	Mechanic	83,338.00
Liberato, Salvatore	Sewer	MaintWkr	45,872.00
Lynbaugh, Thomas	Buildings & Grounds	Asst Forman	84,088.00
Martinez, Jose	Transfer Station	Driver	79,027.00
Martinez, Waldemar	Road Repair & Maintenance	MaintWkr	59,139.00
McGovern, Ryan	Sewer	Asst Forman	83,588.00
Montagna, Nicholas	Transfer Station	Sr Operator	83,588.00
Negri, Joseph	Sewer	MaintWrk	72,815.60
Palmer, Jerome	Road Repair & Maintenance	Operator	79,027.00
Paradise, Peter	Parks & Shade Trees	Tree Climber	65,556.00
Phillips, Robert Jr	Parks & Shade Trees	Asst Forman	83,588.00
Pietrantuono, Salvatore	Public Works Maintenance	Operator	78,527.00
Pinzon, John	Garbage & Trash	MaintWrk	66,696.00
Priore, Patrick J	Public Works Maintenance	Foreman	82,106.00
Reyes, Gustavo	Parks & Shade Trees	Sr MaintWrk	84,729.70
Richardone, John	Public Works Maintenance	Operator	53,395.00
Rillo, J Doug	Road Repair & Maintenance	Foreman	104,302.00
Rodriguez, Luis D	Road Repair & Maintenance	MaintWrk	72,178.00
Rogers, Kevin	Buildings & Grounds	Operator	65,556.00
Shaffery, Russell	Comp	Operator	78,527.00
Torres, Wilson	Road Repair & Maintenance	Driver	84,729.70
Williams, Theodore	Garbage & Trash	MaintWrk	48,194.00
Wolfe, Warren	Buildings & Grounds	MaintWrk	58,938.00
Zotti, Christopher	Sewer	Operator	78,527.00

**Total DPW Salaries \$3,416,553.30**

## January 2019 Fire Department Salaries

Employee Name	Title	Total
Bonczo, John	Firefighter	\$71,304.00
Cook, Michael	Firefighter	119,227.90
Deluca, Frank	Firefighter	119,227.90
Dorko, Christopher	Lieutenant	117,879.00
Duetsch, Timothy J	Firefighter	117,060.12
Esposito, Christopher	Firefighter	108,389.00
Evers, Eric	Chief	187,781.00
Evers, Henry Clint	Battalion Chief	148,184.64
Faulks, Jefferey	Firefighter	108,389.00
Guida, David G	Battalion Chief	150,928.80
Harnois, Brian	Lieutenant	121,949.00
Hudkins, Jefferey	Lieutenant	134,143.90
Iannella, Gabriel	Firefighter	114,892.34
Imbimbo, Paul	Battalion Chief	145,440.48
Jenks, Kenneth	Lieutenant	121,949.00
Kirkland, Thomas	Firefighter-Inspect	110,827.75
Lemons, Matthew	Firefighter	64,728.00
Locke, Richard	Battalion Chief	150,928.80
Mallon, Scott	Firefighter	117,060.12
Mammone, Michael	Firefighter	108,389.00
May, David	Firefighter	119,227.90
McNamara, Jefferey	Firefighter	119,227.90
Moschello, Joseph	Lieutenant-UCC-Insp	130,359.78
Mullen, Lonn M	Firefighter	117,060.12
Murray III, Thomas J	Firefighter	114,892.34
Nelson, Donald	Deputy Chief	169,349.00
Nichols, Dwight	Firefighter	108,389.00
Penn, Thomas	Firefighter	64,728.00
Pignatello, James	Firefighter	108,389.00
Stagaard, Richard	Firefighter	117,060.12
Tavis, Brian	Firefighter	71,304.00
Vecchia, Louis	Firefighter	114,892.34

Total Fire Salaries    \$3,793,559.25

## January 2019 Police Department Salaries

Employee Name	Title	Total
Alesandro, Michael	Police Officer	49,127.00
Bartolotti, Andrew	Captain	162,704.70
Brunetto, John	Police Officer	82,889.00
Buntin, Matthew	Sergeant	126,495.00
Byrne, Michael	Sergeant	136,614.60
Daly, Charles	Sergeant	128,495.00
Deets, Jeffrey	Police Officer	72,485.00
DeFilippis, Donald	Police Officer	\$110,731.00
DeMetro, Mark	Police Officer	54,754.00
Eriksen, Christian	Police Officer	111,581.00
Finnegan, Craig	Police Officer	121,804.10
Franchino, Leonard	Police Officer	54,754.00
Frank, Peter	Sergeant	136,614.60
Freeman, R Michael	Police Officer	121,139.48
Garcia, Jonathan	Police Officer	110,731.00
Garita, Ruddy	Police Officer	54,754.00
Griffin, Leland	Police Officer	110,731.00
Kotiga, David	Police Officer	110,731.00
Kwiatek, Keith	Police Officer	88,516.00
Ludena, Henry	Police Officer	82,889.00
Maggiulli, Kathleen	Police Officer	110,731.00
Martin, Ronald	Sergeant	139,144.50
McDermott, Gerald	Police Officer	110,731.00
Medina, Christopher	Police Officer	112,281.00
O'Leary, Sean	Police Officer	119,589.48
Pedersen, Raymond	Police Officer	121,089.48
Peer, Jeffrey	Police Officer	118,874.86
Peters, Ryan	Sergeant	127,195.00
Proctor, Richard	Lieutenant	140,848.00
Pyzik, Anthony	Police Officer	49,127.00
Rabasca, Michael	Lieutenant	152,115.84
Rich, Thomas	Sergeant	134,084.70
Richel, David	Lieutenant	154,932.80
Robertson, Charles	Police Officer	112,281.00
Rutkowski, Sam	Sergeant	126,495.00
Santos, Paulo	Police Officer	110,731.00
Sauers, Jonathan	Police Officer	117,374.86
Sauers, Karen	Police Officer	110,731.00
Scarpello, Collin	Police Officer	43,500.00
Stanek, Ryan	Police Officer	110,731.00
Tesorio, AJ	Police Officer	49,127.00
Thompson, Sean	Police Officer	54,754.00
Treiber, Michael	Sergeant	134,784.70
Watson, Rodney	Police Officer	119,589.48
Weck, Robert	Chief	187,781.30
Werthmann, Brian	Police Officer	118,924.86
Zagorski, Steven	Captain	168,844.50

Total Police Salaries \$5,184,934.84

Resolution (ID # 6064)  
December 4, 2018

**AUTHORIZE TRANSFER OF APPROPRIATIONS - OPERATING BUDGET**

WHEREAS, there appears to be a surplus in the following 2018 Operating Accounts over and above the demands to be necessary; viz:

FROM

		Salaries and Wages	Other Expenses
01-20-130-000-200	Finance		\$20,000.00
01-20-100-002-200	Postage		\$15,000.00
01-25-265-000-200	Fire Department		\$10,000.00
01-31-430-000-100	Electricity		\$20,000.00
01-31-440-000-000	Telephone		\$5,000.00
	<b>Total amount transferred from:</b>		<b>\$70,000.00</b>

WHEREAS, there appears to be insufficient funds in the following 2018 Operating Accounts to meet the demands thereof; viz:

TO

		Salaries and Wages	Other Expenses
01-25-265-000-104	Fire Department Over Time	\$70,000.00	
	<b>Total amount transferred to:</b>		<b>\$70,000.00</b>

Dated: December 4, 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, December 4, 2018.

City Clerk



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

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

Meeting: 12/04/18 07:30 PM

## **RESOLUTION (ID # 6064)**

DOC ID: 6064

**TO:** Mayor and Common Council

**FROM:** Marge Gerba, City Treasurer

**DATE:** November 13, 2018

This resolution transfers funds from 2018 operating accounts with a balance to operating accounts with insufficient funds. The total amount transferred out must equal the total amount transferred in. These transfers are allowed only during the last two months of a fiscal year and the first three months of the succeeding year.

Resolution (ID # 6046)  
December 4, 2018

**AUTHORIZE EXECUTION OF COOPERATIVE PRICING MEMBERSHIP AGREEMENT -  
HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION #34HUNCCP**

WHEREAS, N.J.S.A. 40A:11-11 authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration, and

WHEREAS, the Hunterdon County Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services, and

WHEREAS, membership in the Cooperative Pricing System will automatically be renewed unless the City chooses to opt out, and

WHEREAS, on December 4, 2018, the Common Council of the City of Summit, County of Union, State of New Jersey, duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services.

NOW, THEREFORE BE IT RESOLVED as follows:

1. This resolution shall be known and may be cited as the Cooperative Pricing Resolution of the City of Summit.
2. Pursuant to the provisions of *N.J.S.A. 40A:11-11*, the Mayor and City Clerk are hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.
3. The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.
4. This resolution shall take effect immediately upon passage.

Dated: December 4, 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, December 4, 2018.

City Clerk



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

Meeting: 12/04/18 07:30 PM

## **RESOLUTION (ID # 6046)**

DOC ID: 6046

TO: Mayor and Common Council  
FROM: Michelle Caputo, Assistant Deputy Clerk  
DATE: November 5, 2018

### **SUMMARY**

## Purchasing Agent

# Memo

**To:** Mayor and Common Council  
**From:** Michelle Caputo  
**Date:** 11/5/18  
**Re:** Participation in HCESC Cooperative Pricing System

The City currently utilizes many State and county cooperative contracts, which are a cost effective purchasing method saving the City valuable tax dollars both directly as a result of lower pricing due to bulk purchasing power and indirectly as a result of accessibility and convenience so staff does not have to obtain quotes, prepare bids, formal contracts, etc.

The Hunterdon County Educational Services Commission operates a large State approved cooperative pricing system in New Jersey and the City would benefit from having access to its contracts. There is no fee to join the system and membership is automatically renewed until the City chooses to opt out.

A resolution is requested to authorize participation in the Hunterdon County Educational Services Commission Cooperative Pricing System #34HUNCCP.

Thank you.



**Hunterdon County Educational Services  
Commission**  
37 Hoffmans Crossing Road  
Califon, New Jersey 07830  
Phone: 908-439-4280 Fax: 908-975-3753

*Marie Gorey/ Superintendent x4.  
Corinne Steinmetz, SBA/Board Secretary x4.  
Doreen Pirozzi, Purchasing Manager x1.*

**COOPERATIVE PRICING AGREEMENT**

*This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Directors of Hunterdon County Educational Services Commission, referred to as the "Lead Agency" and various governing boards, authorities, commissions and other governmental contracting units within the State of New Jersey.*

**WITNESSETH**

*WHEREAS, the Lead Agency is conducting a voluntary Cooperative Pricing System with boards of education, municipalities, and other types of public bodies located within the State of New Jersey, utilizing the Lead Agency's administrative purchasing services and facilities in order to effect substantial economies in the purchase of work, materials and supplies; and*

*WHEREAS, the Cooperative Pricing System is authorized by N.J.S.A. 40A: 11-11 and has been approved by the Division of Local Government Services in the Department of community Affairs pursuant to N.J.A.C. 5:34-7.1 et seq., and*

*WHEREAS, all the parties hereto shall approve this Agreement by Ordinance or Resolution, as appropriate, in accordance with the aforesaid statute; and*

**NOW, THEREFORE, it is mutually agreed as follows:**

- 1) *The work, materials or supplies to be priced cooperatively may include fuels, office supplies, paper products, instructional materials and equipment, vehicles, modulars and such other items and services as two or more participating contracting units in the system agree can be purchased on a cooperative basis.*
- 2) *Upon approval of the Cooperative Pricing System and during each January thereafter, the Lead Agency shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purpose by it, to include such information required by N.J.A.C. 5:34-7.9. as may be amended from time to time, including:*

- a. The name of the participating contracting unit, and
- b. The name of the Lead Agency soliciting competitive bids or informal quotations, and
- c. The address and telephone number of Lead Agency, and
- d. The State Identification Code for the Cooperative Pricing System, and
- e. The expiration date of the Cooperative Pricing Agreement.

3) Each of the participating contracting units shall indicate, in writing to the Lead Agency, the items to be purchased by the contracting unit, the approximate quantities desired, the location for delivery and other such requirements necessary for the Lead Agency to prepare specifications as provided by law. Although the Lead Agency endeavors to serve the needs of all registered members of the Cooperative Pricing System, the Lead Agency may not be able to prepare specifications and/or solicit bids for all projects and makes no such guarantee.

4) The specifications shall be prepared and approved by the Lead Agency and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

5) A single advertisement for bids/proposals or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be presented by the Lead Agency on behalf of all registered members desiring to purchase any item in the Cooperative Pricing System. All advertisements and solicitations shall be made in compliance with the Public School Contracts Law.

6) The Lead Agency shall receive bids or quotations on behalf of all participating contracting units. The Lead Agency shall review said bids and, on behalf of all registered members, either reject all bids, or award a contract in compliance with the Public School Contract Law and the specifications. This award shall result in the Lead Agency entering into a master contract with the successful bidder(s) providing for two categories of purchases:

- a. The quantities ordered for the Lead Agency's own needs, and
- b. The estimated aggregate quantities to be ordered by other participating contracting units by separate contract, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.

The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) when required by law and, only after the Lead Agency has certified the funds available only for its own needs.

*Each registered member shall: (1) certify that it has the funds available necessary for its own order(s) from the Cooperative Pricing System; (2) enter into a formal written contract directly with the successful bidder(s) when required by law and the project specifications; (3) issue purchase orders in its own name directly to the successful bidder(s) against said contract; (4) accept its own deliveries; (5) be invoiced by and receive statements from the successful bidder(s) and (6) be responsible for any tax liability. No registered member shall be responsible for payment for any items ordered or for performance generally, by or to any other registered member. Each registered member shall accordingly be liable only for its own performance and for items ordered and received by it.*

*The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the registered members.*

- 7) *Nothing in this Agreement shall prevent any registered member from awarding contracts of purchase, individually and on its own behalf, with or without advertising, except that invitations for such individual bids shall not be advertised nor bids be received during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities other than, in the case of the registered member's emergency or hardship.*
- 8) *The Lead Agency reserves the right to exclude any item or commodity from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable as to the Lead Agency or the registered members.*
- 9) *The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder(s) with the exception of HCESC in-house order preparation (4%) and the fuel participation. This amount shall be paid forty-five (45) days from the receipt of billing from the Lead Agency.*
- 10) *This agreement shall become effective upon approval of the Director of the Division of Local Government Services and shall continue in effect for a period of five (5) years pursuant to N.J.A.C. 5:34-7.5(f), or until a party to this Agreement shall give written notice of its intention to terminate its participation in the Cooperative Pricing System.*
- 11) *All records or documents maintained or utilized pursuant to terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services and such other numbers*

as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

- 12) Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
- 13) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed.

**CITY OF SUMMIT:**

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
City Clerk Mayor

DATE:

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**LEAD AGENCY**  
**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION**

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
Secretary to the Board Board President

DATE:

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

Resolution (ID # 5974)  
December 4, 2018

**RE-APPOINT TAX COLLECTOR (PENDING CLOSED SESSION DISCUSSION)**

Pending Closed Session discussion.

**F/P (R) #6**

Resolution (ID # 5973)  
December 4, 2018

**RE-APPOINT CITY TREASURER/CHIEF FINANCIAL OFFICER (PENDING CLOSED  
SESSION DISCUSSION)**

Resolution pending Closed Session discussion.

**WORKS (R) #1**

Resolution (ID # 6086)  
December 4, 2018

**AUTHORIZE CHANGE ORDER #1 AND FINAL - LENOX & WHITTREDGE ROAD  
IMPROVEMENT PROJECT - \$19,864.07**

WHEREAS, based on the actual quantities utilized during the project as verified by the Engineering Division, the Assistant Engineer recommends Change Order #1 and final for the Lenox & Whittredge Road Improvement Project, increasing the original contract with Mark Paving Co., Inc. by \$19,864.07, which in the aggregate does not exceed 20% of the net contract amount.

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

- . That funds in the amount of \$19,864.07 are available in Account Nos. C-04-31-015-001-010 and C-04-31-041-00E-170 and have been certified by the City Treasurer, attached hereto.
- . That the City Treasurer be and she is hereby authorized to issue Change Order #1 to Mark Paving Co., Inc., 77 Cutters Dock Road, Woodbridge, NJ 07095, for \$19,864.07 for the above mentioned work.

Dated: December 4, 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, December 4, 2018.

City Clerk



## RESOLUTION (ID # 6086)

DOC ID: 6086

TO: Mayor and Common Council

FROM: Rick Matias, Assistant Engineer

DATE: November 18, 2018

### **SUMMARY**

Attached is Change Order No. 1 (Final) for the Lenox & Whittredge Road Improvement Project. The Contractor, Mark Paving Co., has completed all work and Change Order No. 1 (Final) adjusts the contract based on the actual quantities utilized during this project as verified by the Engineering Division. Change Order No. 1 (Final) increases the contract by \$19,864.07. The original contract award was \$906,530.95 and the new contract amount is \$926,395.02.

The project included the installation of storm sewers, sidewalk repairs, ADA upgrades, and mill/pave. The increase in the cost of the project is attributed to the New Jersey Department of Transportation required calculation for fuel price adjustment. Between the time the project was bid and the project completion, increases to the New Jersey State Fuel index caused the higher prices of fuel to impact the contractor's original bid. Significant cost savings were realized in other areas of the project to limit the overall increase. Other savings were realized by being able to properly adapt the storm sewer installation and curb installation to existing utility conditions in the field, less concrete piping was used and a fire hydrant did not require relocation.

Based on the above information, I recommend Common Council approve Change Order No. 1 (Final) for the Lenox & Whittredge Improvement Project which increases and finalizes the contract by \$19,864.07 to the final contract amount of \$926,395.02.

Funding can be certified against:

C-04-31-041-00E-170 - Capital (Whittredge )  
 C-04-31-015-001-010 - Capital (City Roads)

## 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: 12/4/2018  
 Resolution Doc Id: 6086

Vendor: Mark Paving Co. Inc.  
 77 Cutters Dock Road  
 Woodbridge, NJ 07095

Purchase Order Number: 17-02175 change order #1

Account Number	Amount	Account Description
C-04-31-015-001-010	\$3,126.97	3115 City Portion Local Improvements Various Rds
C-04-31-041-00E-170	\$16,737.10	3141E DCS Infrastructure Whittredge Rd Section 2
Change Order Total	\$19,864.07	
Contract Total	\$926,395.02	

*Margaret V. Gerba*  
 City Treasurer/CFO

**Project Change Order****The City of Summit****Project:** Improvements to Whittredge Road & Lenox Road**No. 1****Contractor:**Mark Paving Co.  
77 Cutters Dock Road  
Woodbridge, New Jersey 07095

The following changes are authorized to this contract:

**A Itemized Changes**

Item	Purpose	Unit Price	Quantity	Amount [Add; (deduct)]
1	Silt Fence	\$1.75	-1,500	-\$2,625.00
2	Inlet Filter, Type 1	\$1.50	-1,550	-\$2,325.00
9	Fuel Price Adjustment	\$2,000.00	-1	(\$2,000.00)
10	Asphalt Price Adjustment	\$5,000.00	-1	(\$5,000.00)
11	Excavation, Test Pit	\$36.00	-26.4	(\$950.40)
12	Excavation, Unclassified	\$44.52	-305	(\$13,578.60)
13	I-14 Soil Aggregate	\$20.00	-165	(\$3,300.00)
14	Dense-Graded Aggregate Base Course, 6" Thick	\$6.00	-167	(\$1,002.00)
15	HMA Milling, 3" or Less	\$3.25	1975	\$6,418.75
16	Hot Mix Asphalt Pavement Repair	\$32.44	-125	(\$4,055.00)
17	Hot Mix Asphalt 12.5M64 Surface Course	\$66.70	-257.08	(\$17,147.24)
18	Hot Mix Asphalt 19M64 Base Course	\$78.80	-70	(\$5,516.00)
19	12" Reinforced Concrete Pipe, Class 4	\$59.25	56	\$3,318.00
20	15" Reinforced Pipe, Class 4	\$65.50	-212	(\$13,888.00)
21	18" Reinforced Pipe, Class 4	\$70.00	-40	(\$2,800.00)
22	Inlet, Type B	\$2,200.00	3	\$6,600.00
23	Inlet, Type BB	\$4,100.00	-2	(\$8,200.00)
24	Inlet, Type D	\$1,900.00	-3	(\$5,700.00)
25	Manhole, 4' Diameter	\$1,850.00	-1	(\$1,850.00)
26	Reset Existing Casting	\$250.00	-4	(\$1,000.00)
27	Bicycle Safe Grate	\$320.00	-2	(\$640.00)
28	Curb Piece	\$320.00	-4	(\$1,280.00)
30	Concrete Sidewalk, 4" Thick	\$60.00	433.41	\$26,004.60
31	Hot Mix Asphalt Driveway, 6" Thick	\$44.00	-52.4	(\$2,305.60)
32	Concrete Driveway, 6" Thick	\$70.00	136.54	\$9,557.80
33	Reset Brick Paver Driveway	\$55.00	-8.56	(\$470.80)
34	Block Driveway	\$85.00	-25	(\$2,125.00)
35	Reset Block Driveway	\$85.00	-12.67	(\$1,076.95)
37	Belgian Block Curb	\$25.00	336	\$8,400.00
38	Relocate Fire Hydrant	\$6,500.00	-1	(\$6,500.00)
39	Traffic Stripes, 4"	\$0.60	-200	(\$120.00)
40	Traffic Markings	\$1.95	-11	(\$21.45)
41	Tree Removal, Over 12" to 24" Diameter	\$1,100.00	4	\$4,400.00
43	Topsoiling, 4" Thick	\$4.00	-143.67	(\$574.68)
44	Fertilizing and Seeding, Type A-3	\$0.50	-143.67	(\$71.84)
45	Straw Mulching	\$0.50	-143.67	(\$71.84)
46	Regulatory and Warning Signs	\$36.00	7	\$252.00
47S	Sanitary Repairs	\$9,000.00	1	\$9,000.00
48S	Fuel Price Adjustment	\$9,807.80	1	\$9,807.80
49S	Asphalt Price Adjustment	\$20,343.51	1	\$20,343.51
50S	New Sanitary Casting	\$415.00	15	\$6,225.00
51S	New Storm Manhole Casting	\$605.00	26	\$15,730.00

<b>B</b>	Net change to contract:	\$19,864.07
<b>C</b>	Original contract sum:	\$ 906,530.95
<b>D</b>	20% of original contract sum =	\$ 181,306.19
<b>E</b>	Total of all previous change orders:	\$ -
<b>F</b>	Total of all C.O.s (NOT TO EXCEED LINE D)	\$19,864.07
<b>G</b>	New contract total:	\$ 926,395.02

Recommended by:  
 Signed: Paul Weller  
 Department Head  
 Date: November 20, 2018

Authorized by:  
 Signed: Michelle Capo  
 Purchasing Agent  
 Date: 11/26/18

Accepted by contractor's agent:  
 Signed: Ulfen Graven, V.P.  
 Firm: MARK PAVING CO INC  
 Date: 11/20/2018

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

Resolution (ID # 6050)  
December 4, 2018

**AUTHORIZE EXECUTION OF SHARED SERVICES AGREEMENT WITH NEW  
PROVIDENCE - WASTEWATER OPERATIONS AND MAINTENANCE - \$138,000.00 PER  
YEAR**

WHEREAS, the City of Summit (“City”) and Borough of New Providence (“Borough”) have been parties to a shared services agreement for Wastewater Operations and Maintenance which expires December 31, 2018, and

WHEREAS, the City Engineer/Deputy DCS Director advised that the overall agreement has been a success and provided invaluable oversight while greatly assisting with advancing and updating the City’s pump stations, and

WHEREAS, the City Engineer/Deputy DCS Director recommends entering into a two-year agreement with the Borough as the Lead Agency pursuant to NJSA 40A:65-1 et seq. for a term beginning January 1, 2019 through December 31, 2020, and

WHEREAS, the cost of these services will be \$138,000.00 per year and will be certified subject to inclusion in and adoption of the respective years’ operating budgets.

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

That the Mayor and City Clerk be and they are hereby authorized to execute a two-year Shared Services Agreement with the Borough of New Providence for Wastewater Operations and Maintenance for the term January 1, 2019 through December 31, 2020.

Dated: December 4, 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, December 4, 2018.

City Clerk



## RESOLUTION (ID # 6050)

DOC ID: 6050 A

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: November 8, 2018

### **SUMMARY**

By law, the City is required to maintain a C-3 Operator License to operate its sewer collection system. A C-3 license is required based on the system type (collection only) and population. For the past 7.5 years, the City has successfully contracted with the Borough of New Providence under a shared service agreement. The agreement provides the terms for annual weekday inspections, weekend inspections, and to provide the C-3 license. The agreement also provides hourly rates for call-out services and for mark out requests. Overall, the relationship has been a great success and the sewer team has provided invaluable oversight while greatly assisting on advancing and updating the City's pump stations.

The cost for the service is as follows:

Weekday	-	\$94,500.00	(\$4,500)	increase	from	2016	contract)
Weekend	-	\$17,000.00	(\$1,000)	increase	from	2016	contract)
License	-	\$26,500.00	(\$1,500)	increase	from	2016	contract)

TOTAL - \$138,000.00 (\$7,000 increase from 2016 contract)

The \$7,000 increase (5.34%) is consistent with the Bureau of Labor's CPI inflation calculator for the time period. The cost for the service is included in the sewer utility budget.

At this time, I am requesting that the City pass a resolution to authorize a new two (2) year agreement with New Providence to serve as the City's licensed sewer operator from January 1, 2019 until December 31, 2020. Should you have any questions, please do not hesitate to contact me.

## SHARED SERVICES AGREEMENT

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

THIS DOCUMENT constitutes a Shared Services Agreement, pursuant to N.J.S.A. 40A:65-I et. seq., entered into by and between the Borough of New Providence, a body politic and corporate of the State of New Jersey with offices located at 360 Elkwood Avenue, New Providence, New Jersey 07974 and the City of Summit, a body politic and corporate of the State of New Jersey with offices located at 512 Springfield Avenue, Summit, New Jersey 07901.

#### **WITNESSETH**

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

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

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

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

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

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

#### **1. PURPOSE.**

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

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

- a. The Borough shall act as Lead Agency in this Shared Services Agreement with Summit to provide Wastewater Pump Station Operations and Management (O&M) from January 1, 2019 to December 31, 2020. Either party may terminate this agreement with 90 days written notice to the other party.
- b. The Shared Services Agreement shall be reviewed at least annually to ensure mutual satisfaction and may be renewed in two (2) year increments as agreed by the parties.
- c. The Borough as "Lead Agency" shall perform the following:

- i. All communications regarding day-to-day operations of the City's pump stations will be direct from and to the Borough's Licensed Plant Operator and the City of Summit's City Engineer.
- ii. During the work week (Monday through Friday), one time per day inspection services for the equipment at the four pump stations located in the City of Summit will be provided by New Providence personnel (See the checklist of proposed daily maintenance procedures attached as an addendum to this agreement).
- iii. Summit shall install and maintain video and audio monitoring equipment in each pump station to allow remote access monitoring. In addition, float alarms shall be installed where appropriate. The Borough shall provide a second daily weekday inspection via the remote access.
- iv. A weekend pump station inspection service – one time per day for cumulative two hours on Saturday and two hours on Sunday.
- v. The base fee for the work week services will be \$94,500 per annum to be paid to the Borough in quarterly installments of \$23,875. The weekend pump station inspection service will be \$17,000 per annum to be paid in quarterly installments of \$4,250. Any repair work outside of normal routine and preventative maintenance will be charged based on time and materials (T&M).
- vi. T&M charges will be based on \$150.00 per man hour for labor. When employees are paid overtime in accordance with their collective bargaining agreement, the rate for T&M shall be \$165.00 per hour.
- vii. NJ One Call Mark-Out
  - 1. NJ One Call Mark Out requests will be performed on City's two (2) force mains. The City will pay a fee to the Borough in the amount of \$30.00 for each mark out that is performed during regular operating hours. Emergency mark outs performed between 3:30 pm until 7:00 am, Monday through Friday will be a minimum two (2) hour call out and Saturday and Sunday will be a minimum four (4) hour call out billed at \$80.00 per hour. Mark Outs performed on a Holiday will be billed at a double time rate of \$160.00 per hour.
  - 2. The City will pay for all mark out requests received via fax at the Borough's Wastewater Treatment Plant even if the mark out is for the area surrounding the City's force main. The cost for each faxed mark out request is five dollars (\$5.00). After hours emergency voice call requests made to the Borough Police Desk are five dollars (\$5.00) each.
  - 3. All billing will be done on a monthly basis. An invoice will be submitted to the City for payment for the monthly mark out service provided by the Borough.
- viii. Commencing on the first anniversary of the agreement and each one-year anniversary thereafter, all fees charged under this agreement will increase by the annual CPI or 2%, whichever is less. However, a negative CPI will result in 0% increase.

- ix. The Borough will provide the necessary labor to bring all pumps, valves, switches, and other equipment to an industry standard level of performance. The City will be responsible for procuring all material to complete said work. This work is outside the agreement's base fee and will be billed on a time and materials (T&M) basis. It is agreed that time spent on the procurement of materials is billable at the rate charged for work outside of the base fee per hour.
- x. With the exception of emergency repairs, the City Engineer will receive a schedule of planned maintenance and repairs at the four pump stations.
- xi. Each event requiring an emergency call-out shall be billed on a T&M basis and will be subject to call-out minimums as outlined below. For example, an emergency call-out involving the Constantine pump station will be considered one event; and an emergency call-out involving the Chatham Road pump station will be considered a separate event.
- xii. It is agreed that the call-out provisions of the New Providence Collective Bargaining Agreement (CBA) with Teamsters Local 469 will determine the minimum call-outs as described herein. The Borough's current labor contract calls for 1) a two (2) hour minimum if an employee is called to return to work or required to start work before the regular starting time of 7:00 AM; and 2) a four (4) hour minimum if an employee is called to return to work or called in to work on weekends or holidays. The Borough agrees to notify the City in writing in the event call-out provisions in the CBA are changed.
- xiii. The City will continue to be responsible for its own operating and capital budgets.
- xiv. New Providence's Licensed Plant Operator will work collaboratively with Summit's City Engineer personnel, as needed, to identify, prioritize, and plan for annual operating budget line items and capital projects.

d. A number of near term capital investments at the pump station are recommended for consideration by the City in the coming budget period, including:

- i. Protective roof structures over wet wells at Constantine and Chatham Road pump stations.
- ii. Chatham Road wet well to increase capacity.

e. The Borough as the Lead Agency will assign its Licensed Plant Operator to place his existing C-3 license on the City pump stations and the City collection system in return for an incremental annual fee of \$26,500, to be paid in quarterly installments of \$6,625 per quarter to the Borough.

- i. In addition, the Borough agrees to have the Licensed Plant Operator provide management oversight and on-call support for the City's collection system personnel for situations where a licensed operator is required by applicable laws and regulations.
- ii. In the event the Borough's C-3 licensed plant operator becomes unavailable for any reason, and until a new C-3 licensed plant operator is hired or retained by the Borough, the Borough will arrange to provide an interim C-3 license to provide the licensed C-3 services set forth in this Agreement. The City agrees to share equally in any increased cost to the Borough resulting from the

provision of the interim C-3 license. The City also agrees to share equally in any increased cost to the Borough resulting from the hiring or retaining of a new C-3 licensed plant operator. Notwithstanding the foregoing, in the event the Borough's C-3 licensed plant operator becomes unavailable for any reason, the Borough reserves the right to terminate this Agreement on 90 days written notice to the City.

- iii. All on-call support will be billed to the City as incurred at the T&M rate charged for work outside of the base fee and the actual cost for materials with no mark-up.
- iv. The City collection system personnel provide activity sheets and collection system reports to the Licensed Plant Operator on a weekly basis.
- v. The Licensed Plant Operator will provide periodic coaching and guidance to the City personnel in pursuit of a C-2 or C-3 license. This will be accomplished through the City personnel participating in inspection and maintenance operations at the City's option. Separate training efforts, over and above work anticipated in the scope of services outlined in other sections of this agreement is not contemplated herein.
- vi. Optionally, the Licensed Plant Operator will train and mentor one Summit employee upon request of the City officials on routine pump station checks, equipment troubleshooting, and pump rebuilds, if said employee can be assigned to work with the Borough wastewater personnel two or three times per week. This knowledge transfer will give Summit the ability to run the pump stations with their own municipal personnel in the future if this is desired.

### 3. INDEMNIFICATION

City agrees to indemnify and hold harmless Borough and its officers, agents, and employees, including without limitation its Licensed Plant Operator, from any and all losses, liabilities of any kind, damages or claims, including without limitation, any fines or penalties, reasonable attorneys' fees and costs, resulting from, caused by or arising out of any defects, deficiencies or conditions that exist or may occur to the City pump stations during the term of this agreement. With the exception of the foregoing, each party (indemnitor) hereto hereby agrees to hold harmless the other party (indemnitee), its officers, agents and employees against losses, liabilities of any kind, damages or claims, including reasonable attorneys, fees and costs for personal injury or property damage resulting from, caused by or arising out of the actions taken by the indemnitor which are due to the negligence of the indemnitor, its officers, agents and employees.

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

### 4. REQUIRED APPROVALS

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

### 5. DISPUTE RESOLUTION.

The Borough Administrator for the Borough of New Providence and the City Administrator for

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

## 6. INSURANCE

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

## 7. EFFECTIVE DATE.

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

## 8. NOTICES.

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

## 9. MISCELLANEOUS

The following provisions shall apply to this agreement:

- a. Construction of this Agreement. The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.
- b. Amendments. This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.
- c. Headings. This section and any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this Agreement.
- d. Invalid Clause: The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.
- e. Entire Agreement. This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there is no side or oral Agreement relating to this undertaking as set forth.
- f. Assignability. This Agreement and all rights, duties and obligations contained herein may not be assigned without both parties' prior written permission.
- g. Waiver. It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the appropriate elected officials of the Borough of New Providence have placed their signatures and appropriate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOROUGH OF NEW PROVIDENCE

Allen Morgan, Mayor

ATTEST:

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Wendi B. Barry, Clerk

I, Wendi, Clerk for the Borough of New Providence, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough of New Providence, at a meeting of said Borough of New Providence on \_\_\_\_\_, 2018.

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Wendi B. Barry, Clerk

IN WITNESS WHEREOF, the appropriate elected officials of the City of Summit have placed their signatures and appropriate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF SUMMIT

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Nora Radest, Mayor

ATTEST:

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Rosemary Licatese, Clerk

I, Rosemary Licatese, Clerk for the City of Summit, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the City of Summit, at a meeting of said City of Summit on \_\_\_\_\_, 2018.

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Rosemary Licatese, Clerk

Resolution (ID # 6062)  
December 4, 2018

**AUTHORIZE EXECUTION "GREENING UNION COUNTY" GRANT AGREEMENT -  
SPRING 2019 TREE SUPPLY AND INSTALLATION**

WHEREAS, Resolution #38484 dated July 31, 2018, authorized submission of a grant application to Union County for the "Greening Union County" grant program for Spring 2019 Tree Supply and Installation, and

WHEREAS, the aforementioned grant is a tree-for-tree matching grant which will allow reimbursement for 50% of monies expended for the project, and

WHEREAS, funds in the amount of \$10,800.00 for the matching portion of the grant will be certified from account #9-01-28-375-000-226 upon inclusion in and adoption of the 2019 operating budget.

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

That the proper city officials be and they are hereby authorized to execute a "Greening Union County" grant agreement, for a tree for tree matching grant for the Spring 2019 Tree Supply and Installation.

Dated: December 4, 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, December 4, 2018.

City Clerk

**RESOLUTION (ID # 6062)**

DOC ID: 6062

TO: Mayor and Common Council

FROM: Paul Cascais, Director - Department of Community Services

DATE: November 12, 2018

On July 31, 2018, the Department of Community Services requested authorization from the governing body for the submittal of the Greening Union County Grant application. The application submitted, requested the supply of 70 trees with an approximate grant value of \$10,800, to be planted in the spring 2019.

On October 25, 2018, the City received three (3) original agreements for the execution for the grant program from Victoria Durbin Drake, Trust Fund Administrator, Union County Open Space Recreation and Historic Preservation Trust Fund. The awarded value of the grant is \$10,800. The funds for the City's match of \$10,800, is certified from account 9-01-28-375-000-226, upon adoption and inclusion in the 2019 Operating Budget.

It is my recommendation that Council pass a resolution authorizing the execution of the Greening Union County Grant Program Agreement.

## GREENING OF UNION COUNTY GRANT AGREEMENT

**THIS AGREEMENT** made this **25th day of October, 2018**, by and between the County of Union, a body politic of the State of New Jersey, with principal offices at 10 Elizabethtown Plaza, Elizabeth, New Jersey, hereafter the "County" and;

City of Summit a body politic of the State of New Jersey, with principle offices located at, 512 Springfield Avenue, Summit, New Jersey, 07901, hereafter referred to as the "Municipality", collectively "Parties";

**WHEREAS**, pursuant to legal authority given the County under N.J.S.A 40:12-15.1 *et seq*, the County has embarked upon a program to assist Municipalities in improving their natural environment and air quality by providing a matching grant to be used towards the purchase of trees to be planted within the Municipalities participating in the program, and;

**WHEREAS**, the Parties, by this agreement, seek to memorialize the terms and conditions under which each will participate in the "Greening of Union County" grant program.

**WHEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN**, as well as other good and valuable consideration, the Parties agree as follows:

### **I. APPLICATION FOR GRANT APPROVAL-**

The Municipality has completed an Application for grant approval under the "Greening of Union County" program.

The Municipality is aware that the County has relied upon its Application, and the information and representations contained therein, as the underlying basis for approval of the grant to the Municipality. The Municipality represents that said information is true to the best of its knowledge and belief.

Said Application is attached hereto, made a part hereof and designated as EXHIBIT A.

## EXHIBIT A

## Program Requirements

1. Completed application, along with original signatures on the Certification of Matching Funds form.
2. Copy of Resolution authorizing the municipality to participate in the County of Union's "Greening Union County" tree planting program.
3. Provide town map depicting the location of installation of requested trees. (Narrative description of locations may be accepted with prior approval.)
4. Trees must be planted during the 2018 fall planting cycle, or the 2019 spring planting cycle.

Please note that although the Office of the Trust Fund realizes that it does take time to obtain vouchers from certain vendors, we ask you to please be considerate and submit your bills for your tree planting reimbursement before December 31, 2019.

### PART A: Municipal Information

Municipality City of Summit  
 Address: 512 Springfield Avenue Summit, N.J. 07901

#### Project Manager Information

Contact Name and Title: Aaron Schtager, Deputy Director DCS

Contact Number: 908-211-9440

Fax Number: 908-608-1214

Contact Address: 512 Springfield Avenue  
Summit, N.J.  
07901

## PART B: Tree Request

**Option 1:**

- 1) Number of trees requested from County \_\_\_\_\_
- 2) Number of trees matched by Municipality \_\_\_\_\_
- 3) Total Number of Trees to be planted throughout the municipality: \_\_\_\_\_
- 4) Total Funds Requested: \$ \_\_\_\_\_

**Option 2:**

- 1) Total amount of funds requested from County \$ 10,800
- 2) Total amount of funds matched by Municipality \$ 10,800
- 3) Total Number of Trees to be planted throughout the municipality: 10

List specific *genus species* and *quantity* intended for planting, and indicate Fall 2018 or Spring 2019 planting:

<u>Genus</u>	<u>Quantity</u>	<u>Fall2018/Spring 2019</u>
1. <u>Syringa japonica</u>	<u>10</u>	<u>Spring 2019</u>
2. <u>Carpinus caroliniana</u>	<u>10</u>	<u>" "</u>
3. <u>Acer ginnala 'rubrum' spiss</u>	<u>10</u>	<u>" "</u>
4. <u>Cladostachys kentukea</u>	<u>10</u>	<u>" "</u>
5. <u>Prunus persica</u>	<u>10</u>	<u>" "</u>
6. <u>Prunus 'Okamei'</u>	<u>10</u>	<u>" "</u>
7. <u>Prunus serrulata 'Kwanzan'</u>	<u>10</u>	<u>" "</u>
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

### Part C: Certification of Matching Funds

I, Marge Gerba, the Chief Financial Officer  
 for the City of Summit (municipality) certify  
 available matching funds in the amount of \$ 10,2800.00  
 in compliance with the Union County "Greening Union County" grant  
 program.

Marge Gerba 9-6-2018  
 Signature of CFO or Equivalent Date

#### CFO Information:

Marge Gerba  
 Name (Please Print)  
908-522-3601 908-273-2911  
 Phone/fax

### PART D: Certification of Application

I, Michael J. Flynn (name of authorized official\*) hereby certify that the information provided within this application form is complete and true to the best of my knowledge.

\* Mayor or Business Administrator only

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## **II. GRANT AMOUNT AND PAYMENT-**

The County shall provide the Municipality with a "Greening of Union County" grant in the amount of **\$10,800.00**, subject to the terms of this agreement. The Municipality is responsible for payment in full to the Vendor supplying the trees which are the subject of the grant program. The County shall reimburse the Municipality for 50% of the amount paid by the Municipality up to, but not in excess of, the amount of the grant upon the Municipality providing proof of payment to the County.

Those municipalities choosing to do so may purchase trees from the Cooperative Purchasing Consortium in which the County participates. In such a case, the County will match, tree for tree, the number of trees purchased by the Municipality. Installation shall be done by the Municipality through direct contract with the Vendor of the Cooperative. In the case where the Municipality wishes to purchase the trees from a source other than the Cooperative, then in that event the County's responsibility shall only be to pay the amount of the grant as set forth in this agreement. The Municipality shall be required to provide a one year maintenance program per the criteria established in the guidelines for the program.

## **III. TERM OF AGREEMENT-**

The term of this agreement shall be for 12 months commencing from the date of the award unless extended by the County. All planting and miscellaneous work required pursuant to the guidelines for this grant program is subject to supervision by the County through its appropriate representatives.

Failure to complete the work called for under this grant within the time set forth above, or as may be extended, shall constitute a default on the part of the Municipality giving the County the right to exercise its legal remedies, including but not limited to seeking a return of any and all monies paid. The program guidelines are attached hereto, made a part hereof and designated as EXHIBIT B.

## **IV. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS-**

The Municipality shall be responsible for complying with all applicable laws and regulations governing this agreement. The Municipality shall be solely responsible for

## EXHIBIT B

## Program Objective

Through the Greening Union County grant initiative, every tree purchased by your community will be matched by Union County, tree for tree, complete with installation by forestry professionals with a one-year maintenance guarantee.

Our countywide tree-planting program, available to each of the 21 municipalities, will be administered through the Union County Open Space, Recreation & Historic Preservation Trust Fund.

This **Greening Union County** grant will help improve the environment of this county through lowering air pollution, improving the air that we breathe and improving the overall quality of life.

## Program Guidelines

The County of Union has bid specifications for the purchase and installation of the trees. Copies are available upon request. Individual municipalities who chose not to participate in the County cooperative bid process may still participate in this program.

Each municipality will be responsible for payment to the vendor for their municipality's tree planting program in full. Municipalities may participate in one of two ways:

\*Option 1. If the municipality participates in the county cooperative bid, the County will reimburse the municipality 50% of the total cost of the purchase of trees, as indicated in the award letter. Individual contracts must be formulated by the municipality with the awarded vendor, and stated contracts must be forwarded to the Open Space, Recreation and Historic Preservation Trust Fund. Proof of payment and contract is required for reimbursement.

\*Option 2. Each municipality may use their own vendor as long as specifications, installation and one-year maintenance criteria are met.

The municipality is subject to a site visits by the Trust Fund office personnel.

***Copies of signed vouchers and verification of payment must be mailed to the Office of the Trust Fund for reimbursements.***

***Please remember that this is a matching grant and you will be reimbursed for half of the amount of the bills based on your award that you submit.***

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the obtaining of any and all permits necessary to complete the work required under this grant program.

#### **V. NOT EMPLOYEES-**

No party performing work under this agreement shall at any time be considered an employee of the County, but shall be considered to have the status of Independent Contractor.

#### **VI. CONTRACTORS/VENDORS PERFORMING WORK-**

The Municipality shall not engage the services of a Contractor/Vendor without first ascertaining that said Contractor is not on the Department of the Treasury's list of debarred contractors.

Further, the Municipality shall be responsible for ascertaining that any such Contractor/Vendor is complying with the requirements of the Prevailing Wage Law.

#### **VII. INSURANCE-**

The Municipality/Organization shall, prior to the commencement of the project, provide the County with a Certificate of Insurance on an ACORD form. The Certificate shall name the County of Union as an additional insured. Said insurance shall be for the following types of coverage and in the following amounts:

- Comprehensive General Liability Insurance in the amount of \$3 million per occurrence for bodily injury and property damage.
- Automobile Liability coverage in an amount not less than \$1 million combined single limit for bodily injury and property damage.
- Workers Compensation per statute.

The policies as well as the Certificate shall contain a provision that same may not be cancelled without 30 days prior written notice to both the insured and the County.

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**VIII. SIGNAGE-**

By execution this agreement, the Municipality consents to the County's placement of a sign at the site which shall contain the following language:

"GREENING UNION COUNTY—A SERVICE OF THE UNION  
COUNTY BOARD OF CHOSEN FREEHOLDERS--YOUR  
TRUST FUND DOLLARS AT WORK FOR YOU."

**IX. MISCELLANEOUS-**

- a.) Simultaneously with the execution of this agreement, the Municipality will provide the County with a certified copy of the Resolution authorizing the acceptance of the grant and participation in the program.
- b.) The Municipality shall use the funds only for the purposes outlined in its application and for which the grant was approved.
- c.) The site of the project will be designated by the Municipality in a site map which will be provided to and approved by the County through its Open Space, Recreation and Historic Preservation Trust Fund Administrator, Victoria Durbin-Drake. No work is to be commenced until such time as approval is forthcoming from the County as set forth above. Further, the Municipality shall provide a one year maintenance program pursuant to the requirements of the program guidelines.
- d.) It is understood and agreed by the Parties hereto that this agreement and all attachments to same constitute the entire agreement between the parties. Any prior understandings, negotiations or agreements are void and of no effect.

Page Five---

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals . The date upon which the last signatory affixes their name shall be considered the date of this agreement.

ATTEST

COUNTY OF UNION

---

James E. Pellettieri  
Clerk of the Board

---

Edward T. Oatman  
County Manager

APPROVED AS TO FORM:

---

Robert E. Barry, Esq.  
COUNTY COUNSEL

Witness:

**(City of Summit)**

**AUTHORIZE EXECUTION OF UNION COUNTY KIDS RECREATION TRUST FUND 2018  
GRANT AGREEMENT - \$55,000**

WHEREAS, Resolution #38479, dated July 31, 2018, authorized submission of a Union County Kids Recreation Trust Fund 2018 Grant application for a \$100,000.00 matching grant for the Summit Seniors Bocce Park/Fitness Area and Play Trail and other amenities, and

WHEREAS, Union County has advised that the City has been awarded a grant for \$55,000.00 towards the aforementioned recreational improvements, and

WHEREAS, in a memo from the Director of Community Programs recommends accepting the \$55,000.00 grant to be used for Summit Seniors Bocce Park/Fitness Area and Play Trail and other amenities, and

WHEREAS, funds have been reserved by the City Treasurer in account #C-04-31-030-001-011, entitled Reserve Bocce Park Union County Grant Matching.

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

That the Mayor and City Clerk be and they are hereby authorized to execute the aforementioned Union County Kids Recreation Trust Fund 2018 Grant Agreement with the grant monies to be applied to the project described above.

Dated: December 4, 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, December 4, 2018.

City Clerk



## RESOLUTION (ID # 6045)

DOC ID: 6045

TO: Mayor and Common Council

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

DATE: November 2, 2018

### **SUMMARY**

On July 31, 2018, the City of Summit Common Council authorized the execution of the 2018 Kids Recreation Trust Fund Grant Application in resolution #38479. In that application, the City of Summit requested the following:

- **Summit Seniors Bocce Park/Fitness Area and Play Trail - \$100,000 Matching Grant Request**

We have been notified of the award of a matching grant of \$55,000 for installation of a Bocce Court and Play Trail adjacent to the Summit Community Center through the Union County Kids Recreation Trust Fund Grant for 2018.

The project is currently partially funded through earlier grants through the Union County Kids Recreation Trust Fund and Community Development Block Grant funds.

We are requesting a resolution of Common Council authorizing the execution of the grant agreement for 2018 with the Union County Kids Recreation Trust Fund.

## KIDS RECREATIONAL TRUST AGREEMENT

**THIS AGREEMENT** made and entered into this **25th day of October 2018** by and between the **COUNTY OF UNION**, a Body Politic of the State of New Jersey, having its principal place of Business at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter the "COUNTY"), and the **City of Summit** (hereinafter the "MUNICIPALITY"); **512 Springfield Avenue, Summit, New Jersey 07901**

**WHEREAS**, the Board of Chosen Freeholders of the County of Union desires to implement a program known as the Kids Recreation Trust Grant Program (hereinafter the "PROGRAM"); and

**WHEREAS**, the PROGRAM consist of two components: (1) recreational scholarships; and (2) field/recreational improvements; and

**WHEREAS**, MUNICIPALITY has applied for (Grant for Recreational Improvements/Equipment Grant) in accordance with PROGRAM requirements; and

**WHEREAS**, the parties hereby desire to set forth the terms and conditions under which the parties will participate in the PROGRAM:

**NOW**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows: **(GRANT:\$ 55,000.00)**

### **I. APPLICATION CONTENTS AND REPRESENTATIONS**

(a.) MUNICIPALITY hereby acknowledges that the PROGRAM application by MUNICIPALITY, attached hereby and made a part hereof as Appendix 1 is true and accurate and represents the intended use of the funds to be given to them should this application be approved. Based upon that representation, and in reliance thereon, the application has been submitted, reviewed and approved by the COUNTY.

(b.) The parties further acknowledge that should this application require a matching funds contributions by the MUNICIPALITY (Equipment Grants only), the matching contribution of the MUNICIPALITY has been/will be satisfied by in kind services and/or cash. All matching funds must be specifically related to the proposed PROGRAM.

(c.) Should the application be for Recreational Improvements, MUNICIPALITY acknowledges that the request set forth in its application does not exceed fifty percent (50%) of the total PROJECT cost.

(d.) MUNICIPALITY acknowledges and agrees to comply with the Guidelines of each and all components of the PROGRAM, which Guidelines are incorporated herein by reference.

## APPENDIX 1

## **2018 Kids Recreation Trust Fund Grant Application**

### **Recreational Grant Application Form 002**

#### Grant Application: Summit Community Center Bocce/Fitness Park

This grant application is for a Bocce/Fitness Area and Play Trail to be built adjacent to the Summit Community Center located at 100 Morris Avenue, Summit, NJ. The Community Center Renovation and Expansion Project is currently funded through a combination of City Capital Budget and a Fundraising Campaign that collected \$1,485,000 toward the City's Capital Debt for the project. Total cost for the building project is \$6.5 million dollars.

In order to relocate the current Bocce Court and expand to meet the needs of the active adult and senior residents of Summit, the Department of Community Programs is actively seeking support in the total amount of a **\$100,000 match** for this part of the project. The total cost of the park is now projected at \$350,000 although directly related to the Community Center Renovation and Expansion Project; this mini park will be adjacent to the project and available for Summit seniors served at the Community Center as well as to the general public. It will be an active component to an already active Bocce program. The additional amenities of shuffleboard, putting green, outdoor ping pong and a shade pavilion will be an asset to the neighborhood as well as to the active adult and senior participants of the Community Center programs and transportation programs. Overall, the entire park plan could reach the cost of \$900,000 when the Play Trail, Rain Garden, Special Needs and Pre-School Play Trail items are added. We anticipate the same type of public/private partnership approach to complete the entire project. We are only requesting a match of \$100,000 at this time understanding that the Kids Recreation Trust Fund is limited in how much each community can receive.

The relocation of the Bocce Court will make it more visible and accessible from Morris Avenue and in turn will promote more use by the general public. The additional amenities proposed for the park will also appeal to a new and emerging group of serious ping pong players. The shuffleboard and golf putting additions will also reinforce the importance of these lifetime activities for all ages.

The Bocce Court has been improved over the years thanks to the Union County Kids Recreation Trust Fund Grant Program. It has become a very active location for Summit's Senior Bocce Players, a Special Olympics Bocce Team, the Summit Old Guard Bocce Group and neighborhood residents who frequent the court. In combination with the new and improved Summit Community Center, the Senior Bocce Park will be a perfect complement to the Community

Center to further engage the current users and serve as an attraction for new participants in all of the programs offered by the Summit Department of Community Programs.

### The Summit Community Programs Renovation Project

The Summit Community Center has served the residents of Summit well since 1954. The Community Center has consistently been the place that has touched the lives of thousands of families. There is no other public facility in Summit that has served such a diverse group. The upcoming renovations and additions will expand the existing space by 11, 600 sf and improve the quality of services offered. Currently, the Center houses 50 different programs servicing between 900-1500 residents per week. This includes 700 children in basketball, 250 summer campers, 200 seniors and 150 children with special needs. No matter what your family's financial position, all families come together at the Summit Community Center; it unifies and unites the community as we "Share the Fun"! Known as the place "Where Community Thrives" the improvements to the Summit Community Center is the most exciting project for the Department of Community Programs in its history.

### The Summit Community Programs Bocce Court & Senior Outdoor Area

In planning for the renovations and the addition of the new indoor spaces, the Summit Community Center Bocce Courts will have to be relocated. The cost of this relocation is not included in the base price of the project. The courts serve as the home of the Summit Rollers Senior Bocce Club, the NJ Special Olympic Bocce Champions and countless area residents. The courts were moved to the Community Center location several years ago from the Village Green, Mabie Playground Area where they were often damaged and hard to keep maintained. Upon moving the court to the Summit Community Center, the program took off with both senior men and women using the courts. The proximity to the Community Center added to the appeal of the new court as the rest rooms and kitchen are adjacent to the court. Bocce players could get a cup of coffee or use the Community Center to visit and check in with the staff.

Over the years, with funding from the City and the Union County Open Space Fund the courts were enhanced with seating areas, a roof to protect the courts from the elements and LED lighting. Space was needed for the new gymnasium that will necessitate the moving of this popular court once again. A new location, still adjacent to the new Community Center has been chosen. Fill from other areas of the project will create the new base for this new setting. It is the Department of Community Programs desire to include shuffleboard, outdoor ping pong, a small putting green, shuffleboard and a small seating area in this new park like area.

## Relevance to the Summit Community

The new spaces in the Community Center will serve all ages from Senior Citizens, to families, volunteers and athletes. It is the place that Summit's residents have grown up in. It's the place where new Summit residents gather to share meaningful experiences. The expansion will allow for a new programming space for TryCAN, the City's program for Children with Special Needs, a new Senior Lounge, a full size gymnasium, game room, meeting rooms, office and senior lounge. With the increase in spaces, there will be an increased number of hours that the Community Center could be used by Summit community organizations. There will be improvements to current spaces to allow for energy savings and usability. For over 50 years, this building has served as the basis of fun, fitness, education and growth for residents of all ages. This project will insure that future generations will enjoy it as well and may be a good reason to choose Summit as your home and keep Summit's seniors living and thriving here.

## The Community Center Renovation Project

Since 2011, public meetings, focus groups with stakeholders and other workshops resulted in a public review of a total of 9 scenarios. The concept accepted by the Summit Common Council called for the addition of 11,600 sf and improvements to the current facility's existing 8,000 sf.

The centerpiece of the new addition is a full sized gymnasium but also features restrooms, meeting spaces, a senior lounge, offices, game room, kitchen and more. Parking, HVAC and accessibility improvements are a large part of the project with sustainability and energy efficiency at its core.

The current Bocce Court will be moved to a location adjacent to the Community Center in clear view of Morris Avenue. This project is in need of grant assistance to move it to a new location and develop a neighborhood pocket park with seniors in mind, as well as the general population. Its new location will be closest to the Celgene Senior Lounge and provide a meeting place for networking and other social activities for seniors. The Celgene Senior Lounge will serve not only Summit's Seniors but others from throughout Union County who attend classes and activities including College Level Classes provided by Union County College.

## Conditions of Award

1. All recipients of grant dollars will be required to post signage indicating "Kids Recreation Trust Fund" Grant Program, A Service of the Union County Board of Chosen Freeholders. "Your Trust Fund Dollars at Work for You!" Signage will be designed and installed by Union County's Bureau of Traffic and Maintenance.
2. Joint applications must be fully executed between each party for a stipulated time frame designated in the grant application and approved by the Public Advisory Committee as well as the Freeholder Standing Committee. Copies of the agreement between parties must be provided to the Trust Fund Administrator upon awarding of grant dollars.
3. All recipients will be subject to monitoring visits by the Office of the Trust Fund staff.
4. All grant recipients shall be required to enter into an agreement prepared by the Union County Law Department. Said agreement shall provide that all funding provided through this grant shall be dedicated to the creation, enhancement and/or replacement of recreational opportunities, and must be consistent with New Jersey Department of Environmental Protection, Green Acres program rules and regulations as well as local and state building codes and ordinances.

Should it be determined by the County that the funds granted pursuant to this agreement are not being so dedicated by the applicant, and then in that event, the County will require reimbursement of all amounts so granted. This provision applies to any present or future violations.

### Submission:

**Victoria DurbinDrake, Trust Fund Administrator  
Office of the Trust Fund  
"Kids Recreation Trust Fund"  
Union County Administration Building  
Elizabethtown Plaza, 6<sup>th</sup> Floor  
Elizabeth, New Jersey 07207**

**Please Return No Later than August 29, 2018**

## **II. COMPLIANCE WITH LAWS AND REGULATIONS**

MUNICIPALITY acknowledges and agrees to comply with all relevant requirements of the Local Fiscal Law, Local Public Contracts Law and the Local Unit Pay to Play Law, together with all relevant rules and regulations. The MUNICIPALITY shall assure that any vendor performing work on the PROGRAM, or any ancillary work, is not listed on the New Jersey Department of Labor Department List for failing to pay prevailing wages. The MUNICIPALITY shall assure vendor complies with all requirements of the Prevailing Wage Law.

## **III. REPORTING REQUIREMENTS, TIMELINE FOR COMPLETION AND ADDITIONAL GRANTS**

- (a.) Upon execution of this Agreement, the MUNICIPALITY consents to adhere to the proposed PROGRAM timelines. Upon execution of this Agreement the grant period shall commence. The grant period may be extended if done so pursuant to a written request of the MUNICIPALITY.
- (b.) On a bi-annual basis the MUNICIPALITY shall provide the COUNTY with Fiscal Report/Analysis of all its expenditures as to this PROGRAM.
- (c.) Upon the execution of this Agreement, the MUNICIPALITY should contact the Trust Fund office to arrange a funding schedule.
- (d.) The MUNICIPALITY shall have a period of **24 months** from the time of the award of the Grant to complete the project which is the subject of this Grant. This timeline may be extended where, in the sole determination of the Trust Fund Administrator, extenuating and/or unforeseen circumstances exist which have prohibited completion of the project within the 24 month period.
- (e.) Application for additional Grants by the MUNICIPALITY shall be prohibited where the monies provided by the COUNTY in this Grant remain unused.

## **IV. DISPOSITION OF PROPERTY BY MUNICIPALITY**

(Applies to Recreational Improvements only)

In the event the MUNICIPALITY determines not to move the PROGRAM to completion, it shall notify the COUNTY which reserves the right to request a return of the grant funding paid by the COUNTY. Further, should the MUNICIPALITY breach any of the terms of this Agreement, or seek to dispose of the property which is the situs for the PROJECT during the useful life of the property, then in that event all monies paid by the COUNTY to the MUNICIPALITY shall be refunded at the COUNTY's request.

## V. MISCELLANEOUS PROVISIONS

- (a.) Upon execution of this Agreement the MUNICIPALITY consents to the placement of a sign that reads, "Kids Recreation Trust Grant Program, A service of the Union County Board of Chosen Freeholders, Your Trust Fund Dollars at Work!" Signage shall be designated and installed by Union County's Bureau of Traffic and Maintenance.
- (b.) The MUNICIPALITY consents and submits to monitoring visits by the Office of the Trust Fund Staff as well as the COUNTY's Compliance Officer.
- (c.) At completion of the PROGRAM, the COUNTY reserves the right to examine the PROGRAM to determine its overall conformance with the application submitted and approved.

## VI. INDEPENDENT CONTRACTORS

The MUNICIPALITY, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers are, for all purposes arising out of the Agreement, independent parties and non-COUNTY employees. It is expressly understood and agreed that the MUNICIPALITY, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers shall in no event, as a result of their Agreement, be entitled to any benefit to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits, and are not to be considered employees of the COUNTY.

## VII. NON-WAIVER

No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be put in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be neither a waiver of the provision itself nor a waiver or consent to any subsequent breach.

## VIII. ENTIRE AGREEMENT

It is expressly agreed that the provisions set forth in the MUNICIPALITY'S PROGRAM application, and this Agreement constitute the entire understanding and agreement between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth here or in the PROGRAM application are of no force and effect.

## IX. NOTICES

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given by mail, shall be deemed sufficiently given if addressed at the address noted below:

If to COUNTY

UNION COUNTY/NEW JERSEY  
 Elizabethtown Plaza  
 Elizabeth, New Jersey 07207  
 Attention: Edward T. Oatman, County Manager

With a Copy to:  
 Offices of the Union County Counsel  
 Elizabethtown Plaza  
 Elizabeth, New Jersey 07207

If to MUNICIPALITY:

Attention:

With a Copy To:

IN WITNESS WHEREOF, the parties set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Witness:

\_\_\_\_\_  
 James Pellettire  
 Clerk of the Board

COUNTY OF UNION

by \_\_\_\_\_  
 Edward T. Oatman  
 County Manager

Approved as to form only:

\_\_\_\_\_  
 Robert Barry  
 Union County Counsel

(City of Summit)

Witness:

\_\_\_\_\_  
 s/Bzitomer/Kids Recreation Trust Agreement

by \_\_\_\_\_

**SAFETY (CA)**

Resolution (ID # 6067)  
December 4, 2018

**AUTHORIZE FIRE HOUSE CHRISTMAS PARTY - DECEMBER 8, 2018**

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

That permission is hereby granted for the use of the Fire Headquarters for a department Holiday Party for all current and retired members of the department, their families and invited guests to meet Santa and have refreshments on Saturday, December 8, 2018 from 12:00 noon until 2:00 pm., subject to supervision of the Fire Chief.

Dated: December 4, 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, December 4, 2018.

City Clerk



**Fire Department**  
CA - Safety

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

Meeting: 12/04/18 07:30 PM

## **RESOLUTION (ID # 6067)**

DOC ID: 6067

TO: Mayor and Common Council

FROM: Eric Evers, Fire Chief

DATE: November 14, 2018

### **SUMMARY**



**CITY OF SUMMIT  
FIRE DEPARTMENT**

**MEMO**

TO: MEMBERS OF THE PUBLIC SAFETY COMMITTEE  
MAYOR RADEST  
CITY ADMINISTRATOR ROGERS  
COUNCIL CHAIR GOULD  
COUNCILMEMBER BOWMAN

FROM: CHIEF ERIC EVER

DATE: NOVEMBER 13, 2018

COPY TO: COUNCIL PRESIDENT NAIDU  
ROSEMARY LICATESE, CITY CLERK

---

A resolution is requested for the Common Council meeting of November 19, 2018 authorizing the use of fire headquarters for the department Holiday Party on Saturday, December 8, 2018, from 12:00 noon to 2:00 P.M.

The event, held under the supervision of the Fire Chief, and will host approximately 120 people, consisting of current and retired members of the department, their families, and invited guests.

Thank you for your consideration in this matter.

**WORKS (CA) #1**

Resolution (ID # 5892)  
December 4, 2018

**AUTHORIZE BID ADVERTISEMENT - OAKLAND PLACE AND LINDEN PLACE  
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 Oakland Place and Linden Place Improvement Project, with said bids anticipated to be advertised in the Union County Local Source In January 2019 and received by the Purchasing Agent in February 2019, with actual dates to be determined.

Dated: December 4, 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, December 4, 2018.

City Clerk



## **RESOLUTION (ID # 5892)**

DOC ID: 5892

TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer/ Deputy DCS Director

DATE: November 5, 2018

The Engineering Division has completed the design of the Oakland Place & Linden Place Improvement Project. This project includes reconstructing the entire lengths of Oakland Place and Linden Place. This project was included in the 2018 Capital Budget and a public meeting for this project was held on May 30, 2018. The project includes the installation of curbing, repair of a sidewalk as needed, drainage upgrades, and the full milling and paving of the streets.

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

- Advertise for Public Bid – January 2019
- Receive Bids – February 2019
- Award Project – March 2019
- Begin Construction – April 2019
- End Construction – July 2019

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

- C-04-31-069-100-010 Capital Roads
- C-04-31-069-100-020 Capital Roads Assessment

Resolution (ID # 5891)  
December 4, 2018

**AUTHORIZE BID ADVERTISEMENT - LARNED ROAD & LAUREL AVENUE  
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 Larned Road and Laurel Avenue Improvement Project, with said bids anticipated to be advertised in the Union County Local Source In January 2019 and received by the Purchasing Agent in February 2019, with actual dates to be determined.

Dated: December 4, 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, December 4, 2018.

City Clerk



## **RESOLUTION (ID # 5891)**

DOC ID: 5891 A

**TO:** Mayor and Common Council

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

**DATE:** November 5, 2018

The Engineering Division has completed the design of the Larned Road & Laurel Avenue Improvement Project. This project includes reconstructing the entire length of Larned Road between Myrtle Avenue and Mountain Avenue and Laurel Avenue from Ashland Road to Tulip Street. This project was included in the 2018 Capital Budget and a public meeting for this project was held on May 30, 2018. The project includes the installation of curbing, repair of a sidewalk as needed, drainage upgrades, and the full milling and paving of the streets.

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

- Advertise for Public Bid – January 2019
- Receive Bids – February 2019
- Award Project – March 2019
- Begin Construction – April 2019
- End Construction – July 2019

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

- C-04-31-069-100-010 Capital Roads
- C-04-31-069-100-020 Capital Roads Assessment

**AUTHORIZE SCHEDULE OF SCHOOL LEVY PAYMENTS**

WHEREAS, it has been agreed to turn over to the Board of Education its total monthly allotment on the first day of each month, or as close to it as is reasonable.

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

That the City Treasurer/Chief Financial Officer be and she is hereby authorized and directed to draw checks and issue same to the Custodian of School Monies, in accordance with the following schedule:

Levy of \$32,002,794.00 from January 1, 2019 to June 30, 2019

<u>Date</u>	<u>Amount</u>
January 2, 2019	\$5,333,799.00
February 1, 2019	\$5,333,799.00
March 1, 2019	\$5,333,799.00
April 1, 2019	\$5,333,799.00
May 1, 2019	\$5,333,799.00
June 3, 2019	<u>\$5,333,799.00</u>
	\$32,002,794.00

Dated: December 4, 2018

I, Rosalia M. Licatiese, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, December 4, 2018.

City Clerk



## NJDOE BUDGET ONLINE

5090-SUMMIT CITY

Date : 04/10/2018 Time : 11:52:36

## 2018~19 School District Budget Statement - Tax Levy Certification - Form A

Accounts	Tax Levy Certified by:	Balance of levy	Amt in Col 2	TOTAL 2018	Amt in Col 2	November Election
	Board of School Estimate	from 2017-18 to be	to be Raised in	TAX LEVY	Deferred to	Separate Question
	or Municipality/Commissioner	Raised in 2018	2018 Tax Levy	WITH DEFERRAL	2019 Levy	to be raised in 2019
	or Voted					
(1)	(2)	(3)	(4)	(5)	(6)	(7)
General Fund	64,005,589	31,576,997	32,002,795	63,579,792	32,002,794	0
Debt Service	0	0	0	0	0	0
Debt Service - PreMerge	0	0	0	0	0	0
Debt Service - Repayment of CDL	0	0	0	0	0	0
TOTALS	64,005,589	31,576,997	32,002,795	63,579,792	32,002,794	0
Tax certification of prior year received t...				0		
OTHER*				0		
GRAND TOTAL				63,579,792		

\*This line should be used for adjustments which are not part of the budget.

Certification

It is hereby certified that the above figures are true figures setting forth the total amount required for school purpose in the school district of SUMMIT CITY County of UNION for the 2018-19 school year and that the sum of 63,579,792 is required to be levied for local school district purposes for the calendar year.

Board of Education of Summit N.J.

BOARD SECRETARY

4/10/18  
DATE

City Summit N.J.

(Boro, Twp., City, etc.)

MUNICIPAL CLERK

4/11/18  
DATE

Resolution (ID # 6069)  
December 4, 2018

**AUTHORIZE REFUND - OVERPAYMENT OF FOURTH QUARTER 2018 TAXES**

WHEREAS, the Tax Collector has received fourth quarter tax payments from lenders on installments prepaid, thereby causing an overpayment, and

WHEREAS, the lenders have given permission to refund the monies.

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

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

<b>Block</b>	<b>Lot</b>	<b>Name</b>	<b>Amount</b>
1203	2.49	Ryder, Helena 417 Morris Ave Unit#25A  Check payable and Mail to:  Ryder, Helena 22 Baltusrol Rd Summit NJ 07901	\$862.21
3705	5	Buhrman, Richard 4 Milton Ave.  Check payable and Mail to:  Wells Fargo Real Estate Tax Service 1 Home Campus MAX F2302-04D Des Moines IA 5328	\$867.40

Dated: December 4, 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, December 4, 2018.

City Clerk

Resolution (ID # 6083)  
December 4, 2018

**AUTHORIZE REDEMPTION REFUND - 2018 TAX SALE CERTIFICATE**

WHEREAS, at the Municipal Tax Sale held on October 30, 2018 liens were sold for 2017 delinquent taxes and sewer utility charges, and

WHEREAS, the lien was sold to outside lienholders at 0% redemption fee with a premium, and

WHEREAS, the following homeowner has affected redemption of the lien for Tax Sale Certificate #18-3.

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

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

Block	Lot	Name	Amount
3907	4	Cromwell, Brent and Maybell 62 Orchard St.  Premium:  Check payable and mail to:  US Bank Custodian for Actlien Holding US Bank Global Corp. Trust Serv. 50 South 16 <sup>th</sup> St. Suite#2050 Philadelphia PA 19102  1099 int. - \$5.30	\$270.53  \$400.00

Dated: December 4, 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, December 4, 2018.

City Clerk

Resolution (ID # 6048)  
December 4, 2018

**AUTHORIZE REFUND OF PROPERTY USE ESCROW - THE SUMMIT AREA YMCA -  
SANTA'S NORTH POLE PARTY**

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 Summit Area YMCA Event: December 1, 2018 Santa's North Pole Party & Tree Lighting	The Summit Area YMCA 490 Morris Avenue Summit, NJ 07901	\$500.00

Dated: December 4, 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, December 4, 2018.

City Clerk

Resolution (ID # 5502)  
December 4, 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: December 4, 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, December 4, 2018.

City Clerk

SUMMIT SMARTCARD, PREPAID PARKING, AND OVERNIGHT PARKING PERMITS REFUNDS  
COUNCIL MEETING DATE: December 4, 2018

NAME	ADDRESS	TYPE	REASON	REFUND AMOUNT
J. Kest & Company LLC	16 Maple St., Suite 5, Summit, NJ 07901	Pro-rated employee quarterly	No longer needs	\$114.00
Hee Yi	223 Orient Way, Rutherford, NJ 07070	Pro-rated employee quarterly	No longer needs	\$114.00
				\$228.00

Resolution (ID # 6055)  
December 4, 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
Wendy Barber 6 Watchung Place Summit, NJ 07901	Basketball 8-28-71-300-BKT	\$105.00
Rosie McCullough 265 Ashland Road Summit, NJ 07901	Basketball 8-28-71-300-BKT	\$105.00
Helen Griffith 19 Crescent Avenue Summit, NJ 07901	Basketball 8-28-71-300-BKT	\$210.00
Kelly Caffrey 21 Lowell Avenue Summit, NJ 07901	Golf Clinic 8-28-71-300-GLC	\$95.00
Stacy Donck 30 Parkview Terrace Summit, NJ 07901	Basketball 8-28-71-300-BKT	\$105.00
Caran Chitra 10 Fay Place Summit, NJ 07901	Multi-Sport 8-28-71-300-MUL	\$150.00

Dated: December 4, 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, December 4, 2018.

City Clerk

# **CA F/P # 7**

## **AUTHORIZING PAYMENT OF BILLS**

December 4, 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 **\$1,138,494.58** 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: December 4, 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, December 4, 2018.

Deputy City Clerk

November 29, 2018  
02:24 PM

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

Page No: 1

Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 12/04/18 Report Format: Detail

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
12/04/18	BANDG	18-01548	CLARKE33 CLARKE CATON HINTZ PC 8 Zoning Affordable Housing Fees	4,079.29	T-19-56-800-000-001 Affordable Housing Trust Fund	73306	
12/04/18	BANDG	18-01548	9 Zoning Affordable Housing Fees	2,312.36	T-19-56-800-000-001 Affordable Housing Trust Fund	72608	
			P.O. Total:	6,391.65			
12/04/18	BANDG	18-00943	MASERC50 MASER CONSULTING PA 92 Zoning Escrow Fees ZB-16-1841	5,075.00	T-03-56-286-000-084 Reserved for Zoning Board	480987 Escrow Fees	
12/04/18	BANDG	18-00943	93 Zoning Escrow Fees ZB-16-1847	220.00	T-03-56-286-000-084	480988 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	94 Zoning Escrow Fees ZB-17-1876	140.00	T-03-56-286-000-084	480991 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	95 Zoning Escrow Fees ZB-17-1890	560.00	T-03-56-286-000-084	480992 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	96 Zoning Escrow Fees ZB-18-1936	420.00	T-03-56-286-000-084	480989 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	97 Zoning Escrow Fees ZB-18-1937	280.00	T-03-56-286-000-084	480990 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	98 Zoning Escrow Fees ZB-18-1935	210.00	T-03-56-286-000-084	480996 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	99 Zoning Escrow Fees ZB-18-1941	770.00	T-03-56-286-000-084	480997 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	100 Zoning Escrow Fees ZB-18-1940	490.00	T-03-56-286-000-084	481001 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	101 Zoning Escrow Fees ZB-18-1942	630.00	T-03-56-286-000-084	480993 Reserved for Zoning Board	Escrow Fees
12/04/18	BANDG	18-00943	102 Zoning Escrow Fees ZB-18-1939	420.00	T-03-56-286-000-084	480999 Reserved for Zoning Board	Escrow Fees
			P.O. Total:	9,215.00			
			Total for Batch: BANDG	15,606.65			
12/04/18	FINANCE	18-03342	AHSHOS50 AHS HOSPITAL CORP. 1 CDBG 017-292 SOC. WORKER YR 43	5,000.00	T-17-56-800-000-001 Community Development		
12/04/18	FINANCE	18-00866	AT105068 AT&T 11 030 361 4837 001	32.58	8-01-31-440-000-000 TELEPHONE	11/9/18	
12/04/18	FINANCE	18-00867	AT105068 AT&T 11 0303619366001	36.46	8-01-31-440-000-000 TELEPHONE	11/15/18	
12/04/18	FINANCE	18-03018	BCGSMART BCG SMARTCHECK 1 Background Check - S. Liberato	51.00	8-01-20-100-000-804	18-BCGS18030811	

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
12/04/18	FINANCE	18-03018	2 Background Check - N. Sarna	59.00	A&E Training & Seminars 8-01-20-100-000-804 A&E Training & Seminars	18-BCGS18030811	
			P.O. Total:	110.00			
12/04/18	FINANCE	18-03435	CAPUTO42 CAPUTO, MICHELLE 1 2018 League conf mileage	132.98	8-01-20-130-000-808 FA Travel Expenses 8-01-20-130-000-808 FA Travel Expenses	MCAPUTO	
12/04/18	FINANCE	18-03435	2 2018 League conf tolls	9.00	8-01-20-130-000-809 FA Conferences/Meetings/Dues/Training	MCAPUTO	
12/04/18	FINANCE	18-03435	3 2018 League conf hotel fees	49.87	8-01-20-130-000-809 FA Conferences/Meetings/Dues/Training	MCAPUTO	
			P.O. Total:	191.85			
12/04/18	FINANCE	18-03081	CHIRI005 CHIRICO, NICOLE 8 WEEK ENDING 11/8	360.00	T-03-56-286-000-105 Reserved for POAA T-03-56-286-000-105 Reserved for POAA	11/5 - 11/8	
12/04/18	FINANCE	18-03081	9 WEEK ENDING 11/14	180.00	T-03-56-286-000-105 Reserved for POAA	11/13 - 11/14	
12/04/18	FINANCE	18-03081	10 WEEK ENDING 11/21	270.00	T-03-56-286-000-105 Reserved for POAA	11/19 - 11/21	
			P.O. Total:	810.00			
12/04/18	FINANCE	18-02461	CIVICPLU CIVICPLUS - ICON ENTERPRISES 1 Civic Plus - Year 4	17,441.00	8-01-20-100-004-250 Technology Tech & Software Licenses	174570	
12/04/18	FINANCE	18-03010	CIVICPLU CIVICPLUS - ICON ENTERPRISES 1 SSL Certificate Renewal	287.50	8-01-20-100-004-250 Technology Tech & Software Licenses	175437	
12/04/18	FINANCE	18-00497	COMCA840 COMCAST CABLE COMMUNICATIONS 12 8499 05 329 0172121	149.85	8-01-31-440-000-000 TELEPHONE	11/10/18	
12/04/18	FINANCE	18-00498	COMCA840 COMCAST CABLE COMMUNICATIONS 12 8499 05 329 0181395	254.85	8-01-31-440-000-000 TELEPHONE	11/09/18	
12/04/18	FINANCE	18-00314	COMCAS69 COMCAST 12 8499 05 329 0185248 11/10-12/9	255.84	8-01-29-390-000-222 Library Operations	11/08/18	
12/04/18	FINANCE	18-00861	GREATAME GREATAMERICA FINANCIAL 12 DATA PAC CURVE POSTAGE SYSTEM	500.00	8-01-20-100-002-203 Postage Machine Lease	23798231	
12/04/18	FINANCE	18-01540	HOMETOWN HOMETOWNE TELEVISION INC 4 Payover 2018 additional	120.00	8-01-20-100-005-200		

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
Hometowne TV Service Agreement							
12/04/18	FINANCE	18-03013	IPMAHR IPMA-HR 1 IPMA-HR Membership Renewal	397.00	8-01-20-100-000-806 A&E Memberships	INV39832-Z8H6P5	
12/04/18	FINANCE	18-00317	JCPL0050 JCP&L 12 100 007 700 097 Oct6-Nov5	2,983.47	8-01-29-390-000-415 Library Plant Operation & Maintenance	11082018	
12/04/18	FINANCE	18-00377	JCPL0050 JCP&L 12 100005845316 CITY HALL	1,599.66	8-01-31-435-000-000 STREET LIGHTING	95325850419	
12/04/18	FINANCE	18-00379	JCPL0050 JCP&L 12 100005954571 512 SPRINGFIELD	11,789.37	8-01-31-430-000-100 Electricity	95375689415	
12/04/18	FINANCE	18-00391	JCPL0050 JCP&L 11 100052171673 512 SPRINGFIELD	10.29	8-01-31-430-000-100 Electricity	95325850486	
12/04/18	FINANCE	18-00424	JCPL0050 JCP&L 10 200000000808 MASTER FINANCE	3,733.20	8-01-31-430-000-100 Electricity	95007556666	
12/04/18	FINANCE	18-00862	NESTLERR READYREFRESH BY NESTLE 10 0017660366 2018 WATER	334.56	8-01-31-445-000-100 Water	18K0017660366	
12/04/18	FINANCE	18-00318	NJ-AME50 NJ-AMERICAN WATER CO. 11 1018-210027119614 10/4-10/31	63.67	8-01-29-390-000-415 Library Plant Operation & Maintenance	11/14/2018	
12/04/18	FINANCE	18-00319	NJ-AME50 NJ-AMERICAN WATER CO. 12 1018-210023342887 Oct4-Oct31	96.72	8-01-29-390-000-415 Library Plant Operation & Maintenance	11092018	
12/04/18	FINANCE	18-00574	NJ-AME50 NJ-AMERICAN WATER CO. 9 1018-210023342498 422 SPGFLD	31.33	8-01-31-445-000-100 Water	12/17/18	
12/04/18	FINANCE	18-00636	NJ-AME50 NJ-AMERICAN WATER CO. 11 1018-210025651051 DCKFS 6	143.80	8-01-31-445-000-100 Water	12/6/18	
12/04/18	FINANCE	18-00639	NJ-AME50 NJ-AMERICAN WATER CO. 11 1018-210026964873 41 CHATHAM	63.91	8-01-31-445-000-100 Water	12/6/18	
12/04/18	FINANCE	18-00709	PITNEY75 PITNEY BOWES GLOBAL FINANCIAL 10 MAIL MACH RENTAL 5854352	275.00	8-01-20-120-000-500	3307441109	

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
City Clerk Contract Services							
12/04/18	FINANCE	18-00648	PSEG1444 PSE&G 22 BILLING STATEMENT FOR 7 ACCTS	3,299.45	8-01-31-446-000-000 NATURAL GAS	503100050037	
12/04/18	FINANCE	18-00648	23 BILLING STATEMENT FOR LIB ACCT	18.20	8-01-29-390-000-415	503100050037	Library Plant Operation & Maintenance
			P.O. Total:	3,317.65			
12/04/18	FINANCE	18-03492	ROGERSMI ROGERS, MICHAEL F. 1 TEAM BLDG EXPERIENCES REIMB	127.91	8-01-20-100-000-804 A&E Training & Seminars	10/30/18	
12/04/18	FINANCE	18-03217	RUTGER30 RUTGERS, THE STATE UNIVERSITY 1 TAX COLLECTION- COURSE MANUALS	113.00	8-01-20-145-000-201	43226	CTaxes Supplies & Materials
12/04/18	FINANCE	18-03384	RYDERHEL RYDER, HELENA 1 REF DUPLICATE PYMT 1203/2.49	862.21	8-01-55-205-000-000 Tax Overpayments	6069	
12/04/18	FINANCE	18-00500	SPECT005 SPECTROTEL HOLDING COMPANY LLC 12 ADMIN TELEPHONES 2018 - 338922	8,307.86	8-01-31-440-000-000 TELEPHONE	8843905	
12/04/18	FINANCE	18-02746	STANDARD STANDARD CHAIR OF GARDNER 1 Council Chair -Outgoing Member	390.00	8-01-20-120-000-201	24877	
12/04/18	FINANCE	18-02746	2 Council Chair -Outgoing Member	27.00	8-01-20-120-000-201	24877	City Clerk Supplies and Materials
			P.O. Total:	417.00			City Clerk Supplies and Materials
12/04/18	FINANCE	18-03476	TESTORIM TESTORI, MARY 1 TAX CONSULTANT 11-1-18 7HRS@40	280.00	8-01-20-145-000-502 CTaxes Collector Services		
12/04/18	FINANCE	18-01787	TOWNOF50 TOWN OF WESTFIELD 5 2018 HEALTH SERVICES 4TH QTR	27,748.50	8-01-27-330-000-501 BOH Town of Westfield Agreement	11/26/18	
12/04/18	FINANCE	18-00325	TRUSTORL TRU STOR, LLC 3 Avaya IP support 4/1-6/30/18	437.40	8-01-29-390-000-222 Library Operations	72626	
12/04/18	FINANCE	18-00865	VERIZ408 VERIZON WIRELESS 11 682164944-00001	2,219.26	8-01-31-440-000-000 TELEPHONE	9818380080	
12/04/18	FINANCE	18-00434	VERIZON1 VERIZON 12 654 793 893 0001 16	144.99	8-01-31-440-000-000	11/18/18	

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
TELEPHONE							
12/04/18	FINANCE	18-00435	VERIZON1 VERIZON 10 154 804 795 0001 64	144.99	8-01-31-440-000-000 TELEPHONE	11/6/18	
12/04/18	FINANCE	18-00326	WESTER33 WESTERN PEST SERVICE 12 240533 November Pest Control	88.50	8-01-29-390-000-415 Library Plant Operation & Maintenance	48703779B	
			Total for Batch: FINANCE	90,921.18			
BSNPAS50 BSN/PASSON'S/GSC/CONLIN SPORTS							
12/04/18	GSERVICE	18-03441	1 Basketballs/Scorebooks/Nets	1,300.04	8-28-71-300-BKT-BAL RT-RAP Basketball	903689577	
CANONB66 CANON BUSINESS SOLUTIONS-EAST							
12/04/18	GSERVICE	18-01469	6 CANON COPIER FEES -8/20	49.21	8-09-55-502-001-201 Parking Supplies and Materials	4027353149	
12/04/18	GSERVICE	18-01469	7 CANON COPIER FEES -9/20	58.62	8-09-55-502-001-201 Parking Supplies and Materials	4027353173	
12/04/18	GSERVICE	18-01469	8 CANON COPIER FEES -10/20	96.15	8-09-55-502-001-201 Parking Supplies and Materials	4027366442	
			P.O. Total:	203.98			
CEDARHIL CEDAR HILL LANDSCAPING							
12/04/18	GSERVICE	18-03452	1 Bocce Area Stabilization	4,900.00	C-04-27-014-00A-000 2714A - IMPROVE FACILITIES & VAR STREETS	00081545	
DREYER50 DREYER'S LUMBER & HARDWARE INC							
12/04/18	GSERVICE	18-03199	1 est#478787 new door bsg	1,249.01	8-09-55-502-001-402 Parking Building Maintenance	478787	
DREYER50 DREYER'S LUMBER & HARDWARE INC							
12/04/18	GSERVICE	18-03330	1 Steel Door for Golf Course	2,074.50	8-01-28-370-002-402 Golf Building Maintenance	490982	
DREYER50 DREYER'S LUMBER & HARDWARE INC							
12/04/18	GSERVICE	18-03454	1 Materials & Supplies - Cornog	93.55	C-04-29-050-00A-002 2950 - Cornog Field House Doors	683327	
GILLAS50 GILL ASSOCIATES IDENTIFICATION							
12/04/18	GSERVICE	18-03371	1 Laminating Sheets - letter	80.00	8-09-55-502-001-201 Parking Supplies and Materials	54094	
12/04/18	GSERVICE	18-03371	2 Laminating Sheets half letter	40.00	8-09-55-502-001-201 Parking Supplies and Materials	54094	
12/04/18	GSERVICE	18-03371	3 Laminating Sheets legal	100.00	8-09-55-502-001-201 Parking Supplies and Materials	54094	
			P.O. Total:	220.00			

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
12/04/18	GSERVICE	18-03464	HAGANROB HAGAN, ROBERT 1 2018 Soccer Referee Payment	240.00	8-28-71-300-SOC-PGM RT-RAP Soccer		
12/04/18	GSERVICE	18-03465	HOMEDE66 HOME DEPOT CREDIT SERVICE 1 Matierials & Supplies Various	146.88	8-01-28-370-003-201 FAC Supplies and Materials	09151469378	
12/04/18	GSERVICE	17-02242	HSCONSTR H&S CONSTRUCTION & MECHANICAL 22 SCC ACP#14 October 2018	590,382.38	C-04-31-030-001-010 3130 Community Center Improvements	ACP#14	
12/04/18	GSERVICE	18-01465	INTEGRITS INTEGRATED TECHNICAL SYSTEMS 7 Digital Iris AUG -new meters	1,800.00	8-09-55-502-001-310 Parking Electronic Costs	IN19010	
12/04/18	GSERVICE	18-01465	INTEGRITS INTEGRATED TECHNICAL SYSTEMS 8 Digital Iris SEPT-new meters	1,800.00	8-09-55-502-001-310 Parking Electronic Costs	IN19010	
12/04/18	GSERVICE	18-01465	INTEGRITS INTEGRATED TECHNICAL SYSTEMS 9 Digital Iris Fees OCTOBER	4,140.00	8-09-55-502-001-310 Parking Electronic Costs	IN19010	
			P.O. Total:	7,740.00			
12/04/18	GSERVICE	18-03202	INTEGRITS INTEGRATED TECHNICAL SYSTEMS 1 JULY EXTEND BY PHONE	9.50	8-09-55-502-001-310 Parking Electronic Costs	YP186	
12/04/18	GSERVICE	18-00375	JCPL0050 JCP&L 12 100005845241 CITY HALL	833.74	8-01-31-435-000-000 STREET LIGHTING	95036892841	
12/04/18	GSERVICE	18-00376	JCPL0050 JCP&L 12 100005845282 CITY HALL	10,722.73	8-01-31-435-000-000 STREET LIGHTING	95325850418	
12/04/18	GSERVICE	18-00378	JCPL0050 JCP&L 12 100005845548 CITY FLOOD LIGHTS	38.40	8-01-31-435-000-000 STREET LIGHTING	95036892842	
12/04/18	GSERVICE	18-00387	JCPL0050 JCP&L 11 100047563711 BRYANT PARK ST LG	8.53	8-01-31-435-000-000 STREET LIGHTING	95325850480	
12/04/18	GSERVICE	18-00428	JCPL0050 JCP&L 10 200000000808 MASTER PARKING	2,168.86	8-09-55-502-001-520 Parking Electricity	95007556666	
12/04/18	GSERVICE	18-03241	JCPL0050 JCP&L 3 100-129-800-239 100 MORRIS AVE	27.16	8-01-31-430-000-100 Electricity	95595562142	
12/04/18	GSERVICE	18-03478	JKESTCOM J. KEST & COMPANY 1 PRO-RATED EMPLOYEE QTR REFUND	114.00	8-09-08-503-000	12/4/18	

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Contract Invoice Number
Parking Revenues (Refunds)						
12/04/18	GSERVICE	18-03467	JOHNNYON JOHNNY ON THE SPOT, LLC 1 507922 Restroom Rental	596.90	C-04-29-050-00A-002 2950 - Cornog Field House Doors	507922
12/04/18	GSERVICE	18-03467	2 519878 Restroom Rental	596.90	C-04-29-050-00A-002 2950 - Cornog Field House Doors	519878
			P.O. Total:	1,193.80		
12/04/18	GSERVICE	18-03453	LOWESCOM LOWE'S HOME CENTERS, LLC 1 Shipping charges Inv 985045	36.23	8-01-28-370-005-402 CP Building Maintenance	985045
12/04/18	GSERVICE	18-03254	MAGICTOU MAGIC TOUCH CONSTRUCTION COINC 1 tier garage electrical wiring	15,605.47	C-08-31-003-00A-040 3103 Parking Electrical Wiring Upgrade	10187A
12/04/18	GSERVICE	18-03406	MCCLUN50 MCCLUNEY, WILLIAM 1 Inst. Fee Golf Clinics	1,800.00	8-28-71-300-GLF-CLN RT-RAP Golf Clinics	
12/04/18	GSERVICE	18-03017	MITCHE56 MITCHELL PRODUCTS 1 Dry Sand Topdress	1,735.70	8-01-28-370-002-204 Golf Grounds Maintenance Materials	33328
12/04/18	GSERVICE	18-00589	NESTLERR READYREFRESH BY NESTLE 12 08K0447208521 Water10/15-11/14	15.94	8-01-28-370-005-201 CP Supplies and Materials	08K0447208521
12/04/18	GSERVICE	18-01377	NESTLERR READYREFRESH BY NESTLE 6 18K3210229294 Water10/15-11/14	17.91	8-01-28-370-002-201 Golf Supplies and Materials	18K3210229294
12/04/18	GSERVICE	18-01477	PARKMOBI PARKMOBILE USA INC 8 END USER FEE SEPTEMBER	7,429.00	8-09-55-502-001-310 Parking Electronic Costs	9866
12/04/18	GSERVICE	18-01402	QUALIT25 QUALITY AUTOMOTIVE CO. 3 616822 Filters Golf #101	28.35	8-01-28-370-002-405 Golf Vehicle Maintenance	616822
12/04/18	GSERVICE	18-01403	QUALIT25 QUALITY AUTOMOTIVE CO. 2 617825 Filter	9.74	8-01-28-370-002-203 Golf Equipment Maintenance Supplies	617825
12/04/18	GSERVICE	18-01403	3 617974 Filter	8.54	8-01-28-370-002-203 Golf Equipment Maintenance Supplies	617974
			P.O. Total:	18.28		
12/04/18	GSERVICE	18-02065	SAGEEL50 SAGE ELDERCARE, INC 2 #145 Social Services January	2,966.67	8-01-27-350-000-200	145

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Contract Invoice Number
12/04/18	GSERVICE	18-02065	3 #146 Social Services February	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 146	
12/04/18	GSERVICE	18-02065	4 #147 Social Services March	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 147	
12/04/18	GSERVICE	18-02065	5 #149 Social Services April	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 149	
12/04/18	GSERVICE	18-02065	6 #148 Social Services May	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 148	
12/04/18	GSERVICE	18-02065	7 #150 Social Services June	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 150	
12/04/18	GSERVICE	18-02065	8 #171 Social Services July	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 171	
12/04/18	GSERVICE	18-02065	9 #172 Social Services August	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 172	
12/04/18	GSERVICE	18-02065	10 #173 Social Services September	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 173	
12/04/18	GSERVICE	18-02065	11 #174 Social Services October	2,966.67	Social Services - Elderly Program 8-01-27-350-000-200 174	
			P.O. Total:	29,666.70	Social Services - Elderly Program	

			SAIENTER SAI ENTERPRISES INC			
12/04/18	GSERVICE	18-01730	1 GETAC Computers	2,890.00	8-09-55-502-001-700	EST 1149
12/04/18	GSERVICE	18-01730	2 hardware - peripherals	210.00	8-09-55-502-001-700	042423
12/04/18	GSERVICE	18-01730	3 hardware-screen protection fil	74.00	8-09-55-502-001-700	042423
12/04/18	GSERVICE	18-01730	4 wrist strap	28.00	8-09-55-502-001-700	042423
			P.O. Total:	3,202.00	Parking Equipment	

			SIGNMA50 SIGN MAX LLC			
12/04/18	GSERVICE	18-03198	1 parking rules sign	1,800.00	8-09-55-502-001-402	4474E

			SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO			
12/04/18	GSERVICE	18-03304	2 Materials - Cornog	199.53	C-04-29-050-00A-002	53868
12/04/18	GSERVICE	18-03304	3 Materials - Cornog	272.37	2950 - Cornog Field House Doors	53827
			P.O. Total:	471.90	C-04-29-050-00A-002	2950 - Cornog Field House Doors

			SUMMIT40 SUMMIT IND. HARDWARE			
12/04/18	GSERVICE	18-03373	1 DEFOREST LOT CLEANING SUPPLIES	37.61	8-09-55-502-001-204	649818

			SUMMIT40 SUMMIT IND. HARDWARE			
12/04/18	GSERVICE	18-03374	1 SUPPLIES FOR TRANS STA LOOP	90.00	C-08-31-003-00B-010	650725

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					3103 Trans Station Digital Prmt & ALPRS					
12/04/18	GSERVICE	18-03409	SUMMIT40 SUMMIT IND. HARDWARE 1 653583 Hondas Plug	14.76	8-01-28-370-002-405 Golf Vehicle Maintenance	653583				
12/04/18	GSERVICE	18-01473	TOWNEHOL TOWNE HOLDINGS INC 8 BSE NON RES VALET LOT	8,239.00	8-09-55-502-001-505 Parking Non Resident Valet					
12/04/18	GSERVICE	18-02963	UNIUNI UNIVERSAL UNIFORM SALES CO INC 1 wanda E8929 o/s	151.98	8-09-55-502-001-801 Parking Uniforms/Clothing	329903				
12/04/18	GSERVICE	18-02963	2 wwanda boots	92.99	8-09-55-502-001-801 Parking Uniforms/Clothing	329903				
12/04/18	GSERVICE	18-02963	3 COLM UNIFORM	206.98	8-09-55-502-001-801 Parking Uniforms/Clothing	329903				
			P.O. Total:	451.95						
12/04/18	GSERVICE	18-03298	VILLAGES VILLAGE SUPER MARKET, INC. 1 02940521942 Supplies -Screen	36.73	T-03-56-286-DCP-SOG DCP Sponsorships Screen o/t Green Movies	02940521942				
12/04/18	GSERVICE	18-03300	VILLAGES VILLAGE SUPER MARKET, INC. 1 02940533290 Candy/Cider for	118.88	T-03-56-286-DCP-SOG DCP Sponsorships Screen o/t Green Movies	02940533290				
12/04/18	GSERVICE	18-03322	WBMASON W.B. MASON CO, INC 1 S084523037 Pads	17.73	8-01-28-370-003-201 FAC Supplies and Materials	I60539224				
12/04/18	GSERVICE	18-03479	YIHEE YI, HEE W 1 PRO-RATED EMPLOYEE QTR REFUND	114.00	8-09-08-503-000 Parking Revenues (Refunds)	12/4/18				
			Total for Batch: GSERVICE	694,615.20						
12/04/18	SAFETY	17-02295	ATLAN ATLANTIC TACTICAL OF NJ INC 3 Patrol Rifle & Components	6,520.29	7-01-25-240-000-224 POL Ordnance & Range	ACCT #200851				
12/04/18	SAFETY	17-02295	4 Additional Rifle Order	669.95	C-04-31-041-00B-520 3141B PD Weapon Replacement	ACCT# 200851				
			P.O. Total:	7,190.24						
12/04/18	SAFETY	18-02150	ATLAN ATLANTIC TACTICAL OF NJ INC 1 Sig Rifle Equipment	5,015.38	C-04-31-041-00B-520 3141B PD Weapon Replacement	SQ-80567844				
12/04/18	SAFETY	18-03354	ATLAN ATLANTIC TACTICAL OF NJ INC 1 POLICE BODY ARMOR	885.00	8-01-25-240-000-700	SI-90192210				

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12/04/18	SAFETY	18-03354	2 POLICE BODY ARMOR	885.00	POL Equipment 8-01-25-240-000-700	SI-90192086
12/04/18	SAFETY	18-03354	3 POLICE BODY ARMOR	435.00	POL Equipment 8-01-25-240-000-700	SI-90192241
12/04/18	SAFETY	18-03354	4 POLICE BODY ARMOR	885.00	POL Equipment 8-01-25-240-000-700	SI-90197015
12/04/18	SAFETY	18-03354	5 POLICE BODY ARMOR	435.00	POL Equipment 8-01-25-240-000-700	SI-90205802
12/04/18	SAFETY	18-03354	6 POLICE BODY ARMOR	955.80	POL Equipment 8-01-25-240-000-700	SI-90209571
12/04/18	SAFETY	18-03354	7 POLICE BODY ARMOR	885.00	POL Equipment 8-01-25-240-000-700	SI-80640410
			P.O. Total:	5,365.80	POL Equipment	
12/04/18	SAFETY	18-03167	AXONENTE AXON ENTERPRISE INC 1 1 ROUTER/ANTENNA	270.00	8-01-25-240-000-703 POL Vehicle Maintenance	SI-1552605
12/04/18	SAFETY	18-02846	BENHAM50 BENHAM'S SERVICE & GARAGE 1 TOW SERVICE FOR STOLEN VEHICLE	185.00	8-01-25-240-000-703 POL Vehicle Maintenance	152140
12/04/18	SAFETY	18-00721	BUY-WI50 BUY-WISE 4 Police Car # 4	221.67	8-01-25-240-000-703 POL Vehicle Maintenance	01SM2694
12/04/18	SAFETY	18-03414	CONVERGE CONVERGEONE, INC 1 PHONE SER - DEC 2018	225.20	8-01-31-440-000-000 TELEPHONE	1631402
12/04/18	SAFETY	18-03031	COUNTY64 COUNTY OF UNION (signs) 1 Yield Sign	15.00	8-01-25-240-000-206 POL Street Signs	9/4/18
12/04/18	SAFETY	18-03278	CRYSTALS CRYSTAL SPRINGS 1 WATER DELIVERY SERVICE	88.46	8-01-25-265-000-500 Fire Contract Services	16765992 092818
12/04/18	SAFETY	18-03420	CRYSTALS CRYSTAL SPRINGS 1 WATER DELIVERY - OCT 2018	98.32	8-01-25-265-000-500 Fire Contract Services	16765992 102618
12/04/18	SAFETY	18-03161	CSITECHN CSI TECHNOLOGY GROUP 2 E-Ticket Quarterly Contract	2,113.50	8-01-25-240-000-505 POL Technology - E Ticketing	00451
12/04/18	SAFETY	18-03323	CUSTOM25 CUSTOM BANDAG INC 1 Tires for Police Cars	9,754.30	8-01-25-240-000-703 POL Vehicle Maintenance	70153583

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12/04/18	SAFETY	18-02775	DETERR50 DETERRENT TECHNOLOGIES INC 1 1st Quarterly Billing Cycle	2,325.00	8-01-25-240-000-500 POL Contract Svcs	72533	
12/04/18	SAFETY	18-03046	EMBLEM50 EMBLEM ENTERPRISES, INC. 1 Uniform Patches	593.45	8-01-25-240-000-803 POL Clothing Allowance	732469	
12/04/18	SAFETY	18-03276	EMILCO50 EMILCOTT ASSOCIATES, INC. 1 SCBA SIT TESTING - D MAY	110.00	8-01-25-265-000-500 Fire Contract Services	180612	
12/04/18	SAFETY	18-03273	FBI FBINAA-NJ 1 4th Quarterly Meeting	195.00	8-01-25-240-000-804 POL Training & Seminars	11/8/18	
12/04/18	SAFETY	18-03424	INTERN30 INTERNATIONAL CODE COUNCIL INC 1 3004508	357.00	T-16-56-800-000-001 Fire Prevention	1000923168	
12/04/18	SAFETY	18-03472	KUIKENBR KUIKEN BROTHERS COMPANY INC 1 Phase II Renovation	937.15	C-04-30-084-00A-010 3084A PD Reconfigure Dispatch Area	RX-2314175	
12/04/18	SAFETY	18-03075	MOCTY MORRIS COUNTY PUBLIC SAFETY 1 FIRE INSTRUCTOTR 1 - T PENN	300.00	8-01-25-265-000-804 Fire Training & Seminars	26826	
12/04/18	SAFETY	18-01597	NATIONFU NATIONAL FUEL OIL INC 16 TICKET # 019050 FUEL DELIVERY	3,871.06	8-01-31-460-000-000 GASOLINE	19050	
12/04/18	SAFETY	18-01597	NATIONFU NATIONAL FUEL OIL INC 17 TICKET #18641 FUEL DELIVERY	3,712.50	8-01-31-460-000-000 GASOLINE	18641	
			P.O. Total:	7,583.56			
12/04/18	SAFETY	18-01601	NEWJER36 NEW JERSEY FIRE EQUIPMENT COMP 7 HYDRO TEST "O" RING & RECHARGE	28.00	8-01-25-265-000-700 Fire Equipment	58633	
12/04/18	SAFETY	18-00444	QUALIT25 QUALITY AUTOMOTIVE CO. 9 Misc. Vehicle Maintenance	1,138.68	8-01-25-240-000-703 POL Vehicle Maintenance		
12/04/18	SAFETY	18-03280	SKYLANDS SKYLANDS AREA FIRE EQUIPMENT 1 QUOTE 5509 NAT'L FOAM UNIV GOL	2,270.04	T-03-56-286-000-132 Reserved Celgene & Volunteer FD Donation	10298	
12/04/18	SAFETY	18-03280	SKYLANDS SKYLANDS AREA FIRE EQUIPMENT 2 FREIGHT	390.00	T-03-56-286-000-132 Reserved Celgene & Volunteer FD Donation	10298	
			P.O. Total:	2,660.04			

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SUMMIT16 SUMMIT CAR WASH						
12/04/18	SAFETY	18-01412	4 Police Vehicle Wash (DB)	325.00	8-01-25-240-000-703 POL Vehicle Maintenance	7280
12/04/18	SAFETY	18-01412	5 Police Vehicle Washes	650.00	8-01-25-240-000-703 POL Vehicle Maintenance	0301 0311 0309
			P.O. Total:	975.00		
VERIZON1 VERIZON						
12/04/18	SAFETY	18-00432	10 552 031 077 0001 95 FD BLANKET	116.99	8-01-31-440-000-000 TELEPHONE	11/9/18
VILLAG25 VILLAGE OFFICE SUPPLY						
12/04/18	SAFETY	18-03281	1 Public Safety Supplies	23.00	8-01-25-240-000-201 POL Supplies and Materials	4285583-0
WBMAISON W.B. MASON CO, INC						
12/04/18	SAFETY	18-03284	1 Toner Supplies	249.73	8-01-25-240-000-201 POL Supplies and Materials	I60404458
			Total for Batch: SAFETY	48,135.47		
AABERMSL AA BERMS LLC						
12/04/18	WORKS	18-02187	5 2018 Curb & Sidewalk Project	35,129.86	C-04-31-041-00E-140 3141E DCS Pedestrian Safety Improve Prjt	PAYMENT #2
AIRBRA50 AIR BRAKE EQUIPMENT						
12/04/18	WORKS	18-01790	16 VEH# 68 MAINT #295350	259.79	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	295350
12/04/18	WORKS	18-01790	17 VEH# 4 MAINT #295351	259.79	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	295351
			P.O. Total:	519.58		
AIRBRA50 AIR BRAKE EQUIPMENT						
12/04/18	WORKS	18-02462	6 Veh Maint #73 #294582	178.60	8-01-26-315-000-615 Garage TS Vehicle Maintenance	294582
12/04/18	WORKS	18-02462	7 Veh Maint #78 #294583	699.04	8-01-26-315-000-615 Garage TS Vehicle Maintenance	294583
12/04/18	WORKS	18-02462	8 Veh Maint #585 #292875	343.14	8-01-26-315-000-616 Garage COMPOST Vehicle Maintenance	292875
			P.O. Total:	1,220.78		
AMERIC64 AMERICAN TRAFFIC & STREET SIGN						
12/04/18	WORKS	18-03316	2 Eqpt Maint - #18486	476.00	8-01-26-315-000-604 Garage RECYCLING Equipment Maintenance	18486
APIGNASO A PIGNA & SON MASON CONTRACTOR						
12/04/18	WORKS	18-02832	1 Valley View Drvwy/Curb Project	2,100.00	C-04-29-091-00A-001 2991 - Valley View Avenue Improvements	BLANKET CONTROL

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APOLLO50 APOLLO BATTERY & TIRE							
12/04/18	WORKS	18-02167	7 VEH# 3 #1011184	853.04	8-01-26-315-000-618 Garage GARAGE Vehicle Maintenance	1011184	
ARMPCO50 ARMPCO OFFICE MACHINES, INC.							
12/04/18	WORKS	18-00665	9 METER READING #IN11446	55.89	8-01-32-465-000-701 CS Equipment	IN11446	
12/04/18	WORKS	18-00665	10 METER READING #IN11536	52.40	8-01-32-465-000-701 CS Equipment	IN11536	
			P.O. Total:	108.29			
ATRAJANI ATRA JANITORIAL SUPPLY CO. INC							
12/04/18	WORKS	18-00664	7 Bldg Maint #56044	153.26	8-01-26-310-000-201 PB&G Supplies and Materials	56044	
12/04/18	WORKS	18-00664	8 Bldg Maint #55871	283.02	8-01-26-310-000-201 PB&G Supplies and Materials	55871	
			P.O. Total:	436.28			
BIGBELLY BIG BELLY SOLAR, INC							
12/04/18	WORKS	18-02687	4 BIGBELLY SYSTEMS 31555-5	19,219.00	G-02-26-801-014-013 2013 Recycling Tonnage Grant	23068	
12/04/18	WORKS	18-02687	5 BIGBELLY SYSTEMS Q31555-5	6,150.87	G-02-26-806-015-000 2015 Clean Communities Grant	23068	
12/04/18	WORKS	18-02687	6 BIGBELLY SYSTEMS Q31555-5	11,378.13	G-02-26-801-014-014 2014 Recycling Tonnage Grant	23068	
			P.O. Total:	36,748.00			
BJMAUTO BJ&M AUTO INC							
12/04/18	WORKS	18-02326	6 Veh/Eqpt Maint #47349	665.00	8-01-26-315-000-699 Garage Diesel Vehicle Inspections	47349	
BOROUG66 BOROUGH OF NEW PROVIDENCE							
12/04/18	WORKS	18-01422	7 Quarterly Sewer License Overs.	2,700.00	8-07-55-502-004-494 Sewer Operating TV Sewer Inspection	4TH QTR 2018	
12/04/18	WORKS	18-01422	8 Quarterly Sewer License Overs.	31,373.10	8-07-55-502-004-513 Sewer Operating Sewer Service	4TH QTR 2018	
			P.O. Total:	34,073.10			
BOROUG66 BOROUGH OF NEW PROVIDENCE							
12/04/18	WORKS	18-01423	48 Sewer Services Inv# 046-18	310.00	8-07-55-502-004-513 Sewer Operating Sewer Service	046-18	
12/04/18	WORKS	18-01423	49 Sewer Services Inv# 051-18	310.00	8-07-55-502-004-513 Sewer Operating Sewer Service	051-18	
			P.O. Total:	620.00			
BOSWEL50 BOSWELL ENGINEERING							
12/04/18	WORKS	18-02422	4 Pine Grove Ave - S1/inv#124891	7,956.28	C-04-31-069-100-010	124891	

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3169 City Portion Local Improvements							
12/04/18	WORKS	18-03315	CALIFANO CALIFANO, MICHAEL 1 SUB COVERAGE FOR BUILDING INSP	450.00	8-18-00-701-000-104 UCC Overtime	11/9/18	
12/04/18	WORKS	18-03433	CALIFANO CALIFANO, MICHAEL 1 SUBSTITUTE BUILDING INSPECTOR	675.00	8-18-00-701-000-104 UCC Overtime	11/15-21/18	
12/04/18	WORKS	18-03244	CAMPBE20 CAMPBELL FOUNDRY CO 1 VARIOUS SUPPLIES 283944	650.00	8-01-26-300-000-211 PW Road Materials	283944	
12/04/18	WORKS	18-03302	CAMPBE20 CAMPBELL FOUNDRY CO 1 8" TYPE N CURB #284588	151.00	8-01-26-300-000-212 PW Storm Sewer Materials	284588	
12/04/18	WORKS	18-00878	CANONB66 CANON BUSINESS SOLUTIONS-EAST 11 COPIER MAINT #4026789663	80.32	8-01-32-465-000-201 CS Supplies and Materials	40268789663	
12/04/18	WORKS	18-03194	CASTLERI CASTLE RIDGE CONSTRUCTION, INC 1 RFD PERMIT #16-163	1,500.00	T-03-56-286-000-117 Reserved Road Opening Deposits		
12/04/18	WORKS	18-03194	2 RFD PERMIT #16-163	500.00	T-03-56-286-000-115 Reserved Sewer Fees		
			P.O. Total:	2,000.00			
12/04/18	WORKS	18-02253	CHATHA40 CHATHAM LAWNMOWER SERVICE, INC 4 ECHO PRO ATTACHMENT #178564	279.00	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	178564	
12/04/18	WORKS	18-02253	5 ECHO W/W #178563	319.99	8-01-28-375-000-709 P&ST Equipment	178563	
12/04/18	WORKS	18-02253	7 Veh/Eqpt maint #171116	148.00	8-01-28-375-000-205 P&ST Tools	171116	
			P.O. Total:	746.99			
12/04/18	WORKS	18-02052	CHATNAPA CHATHAM NAPA 15 VEH MAINT #742716	56.08	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	742716	
12/04/18	WORKS	18-02052	17 Veh Maint #744263	21.59	8-01-26-315-000-601 Garage RRM Equipment Maintenance	744263	
12/04/18	WORKS	18-02052	18 Veh Maint #23 #750078	1.99	8-01-26-315-000-601 Garage RRM Equipment Maintenance	750078	
12/04/18	WORKS	18-02052	19 Veh Maint #71 #740144	53.96	8-01-26-315-000-615 Garage TS Vehicle Maintenance	740144	
12/04/18	WORKS	18-02052	20 VEH #16 MAINT #751622	3.98	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	751622	
			P.O. Total:	137.60			

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12/04/18	WORKS	18-03237	CHATNAPA CHATHAM NAPA 4 TRK #16 TIRE CHAINS #752546	223.99	8-01-26-290-000-201 RRM Supplies	752546	
12/04/18	WORKS	18-03051	CONSTR50 CONSTRUCTION & INDUSTRIAL 1 Eqpt Maint-Plate Cmpctr	2,450.00	C-04-30-084-00B-150 3084B DCS Vibratory Plate Compactor	75851	
12/04/18	WORKS	18-00873	CUSTOM25 CUSTOM BANDAG INC 25 ROAD DEPT #56 #70153035	471.74	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	70153035	
12/04/18	WORKS	18-00873	27 PARKS DEPT #103 #70153034	471.74	8-01-26-315-000-619 Garage RPST Vehicle Maintenance	70153034	
12/04/18	WORKS	18-00873	28 Veh/eqpt maint #82 #70152838	295.00	8-01-26-315-000-615 Garage TS Vehicle Maintenance	70152838	
12/04/18	WORKS	18-00873	29 Veh/eqpt maint #77 #70151508	570.00	8-01-26-315-000-615 Garage TS Vehicle Maintenance	70151508	
12/04/18	WORKS	18-00873	30 VEH #15 #70153164	475.00	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	70153164	
12/04/18	WORKS	18-00873	31 VEH #41 & #46 #70153183	1,037.20	8-01-26-315-000-612 Garage PW Vehicle Maintenance	70153183	
12/04/18	WORKS	18-00873	32 VEH #100 & #105 #70152942	1,037.20	8-01-26-315-000-619 Garage RPST Vehicle Maintenance	70152942	
			P.O. Total:	4,357.88			
12/04/18	WORKS	18-02162	DONOFO D'ONOFRIO & SON INC 8 LANDSCAPE MAINT #27602	6,150.00	8-01-28-375-000-504 P&ST Contracted Grounds Maintenance	27602	
12/04/18	WORKS	18-01819	DREYER50 DREYER'S LUMBER & HARDWARE INC 10 COMPOST BLDG REMODEL #676476	121.83	C-04-31-014-00A-060 3114A DCS Transfer Station Upgrade	676476	
12/04/18	WORKS	18-02270	DREYER50 DREYER'S LUMBER & HARDWARE INC 8 PROPANE PAVER #25 #682095	25.00	8-01-26-290-000-205 RRM Tools	682095	
12/04/18	WORKS	18-03251	DREYER50 DREYER'S LUMBER & HARDWARE INC 2 3/8" BRS PIPE CAP #681948	7.98	8-01-26-310-000-420 PB&G Repairs - ButlerPkwy/Tatlock Fldhs	681948	
12/04/18	WORKS	18-03317	DREYER50 DREYER'S LUMBER & HARDWARE INC 1 Sewer materials #679718	33.96	8-07-55-502-004-212 Sewer Operating Materials	679718	
12/04/18	WORKS	18-01867	ENVIRO44 ENVIRONMENTAL RENEWAL, L.L.C. 14 DISPOSAL CHARGE #280675	150.00	8-01-26-308-000-200 Disposal Charges	280675	

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12/04/18	WORKS	18-01142	FBASSOJR F BASSO JR RUBBISH REMOVAL INC 12 CURBSIDE RECYCLING #1018-1020	19,001.66	8-01-26-305-001-512 Recycling Curbside Collection	1018-1020	
12/04/18	WORKS	18-00898	FLOORMAT FLOOR MAT MANAGEMENT, INC 12 Veh maint #1860	292.00	8-01-26-310-000-201 PB&G Supplies and Materials	1860	
12/04/18	WORKS	18-00895	FOLEY50 FOLEY INCORPORATED 28 Veh/Eqpt Main #PSIN2124699	23.54	8-01-26-315-000-604 Garage RECYCLING Equipment Maintenance	PSIN2124699	
12/04/18	WORKS	18-00895	29 Veh/Eqpt Main #89 #PSIN2124320	837.66	8-01-26-315-000-606 Garage COMPOST Equipment Maintenance	PSIN2124320	
12/04/18	WORKS	18-00895	30 Veh/Eqpt Main #89 #PSIN2138093	53.08	8-01-26-315-000-616 Garage COMPOST Vehicle Maintenance	PSIN2138093	
12/04/18	WORKS	18-00895	31 Veh/Eqpt Main #89 #PSIN2138092	88.35	8-01-26-315-000-616 Garage COMPOST Vehicle Maintenance	PSIN2138092	
12/04/18	WORKS	18-00895	32 Veh/Eqpt Main #89 #PSIN2137250	203.75	8-01-26-315-000-616 Garage COMPOST Vehicle Maintenance	PSIN2137250	
12/04/18	WORKS	18-00895	33 Veh/Eqpt Main #89 #PSIN2137248	650.34	8-01-26-315-000-616 Garage COMPOST Vehicle Maintenance	PSIN2137248	
12/04/18	WORKS	18-00895	34 Veh/Eqpt Main #89 #PSIN2129596	340.38	8-01-26-315-000-616 Garage COMPOST Vehicle Maintenance	PSIN2129596	
			P.O. Total:	2,197.10			
12/04/18	WORKS	18-03401	FRANKS50 FRANKS TREE SERVICE INC. 1 CRANE WORK #2680	4,000.00	8-01-28-375-000-514 P&ST Contracted Tree Pruning Services	2680	
12/04/18	WORKS	18-03401	2 CLEAN DEBRIS #2680	500.00	8-01-28-375-000-514 P&ST Contracted Tree Pruning Services	2680	
			P.O. Total:	4,500.00			
12/04/18	WORKS	18-02410	FSTIRE F&S TIRE CORP INC 9 Veh maint #430824	2,076.00	8-01-26-315-000-601 Garage RRM Equipment Maintenance	430824	
12/04/18	WORKS	18-00929	GARDENBO GARDEN STATE BOBCAT(Freehold) 7 Veh/eqpt maint #17 #P53728	14.50	8-01-26-315-000-601 Garage RRM Equipment Maintenance	P53728	
12/04/18	WORKS	18-00929	8 Veh/eqpt maint #17 #P53746	134.75	8-01-26-315-000-601 Garage RRM Equipment Maintenance	P53746	
			P.O. Total:	149.25			
12/04/18	WORKS	18-03343	GERITY50 GERITY, THOMAS 1 CDL LICENSE 2018	20.00	8-01-32-465-000-812 CS Licenses and Certifications	10/26/2018	
12/04/18	WORKS	18-02250	GRAING60 GRAINGER INDUSTRIAL SUPPLY 12 SHOWER DRAIN PIPE #9943100223	9.00	8-01-26-310-000-412	9943100223	

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PB&G Repairs - 512 Springfield City Hall							
12/04/18	WORKS	18-02923	HANOVE66 HANOVER SUPPLY CO INC 5 VARIOUS SUPPLIES #W228114	38.61	8-07-55-502-004-402 Sewer Operating Building Maintenance	W228114	
12/04/18	WORKS	18-02923	6 VARIOUS SUPPLIES #W227002	309.80	8-07-55-502-004-402 Sewer Operating Building Maintenance	W227002	
			P.O. Total:	348.41			
HENDERSON HENDERSON PRODUCTS INC							
12/04/18	WORKS	18-01502	4 VEH# 32 MAINT #280447	54.75	8-01-26-315-000-601 Garage RRM Equipment Maintenance	280447	
HUDSON66 HUDSON COUNTY MOTORS, INC.							
12/04/18	WORKS	18-00900	6 Veh maint #72 #147894	20.99	8-01-26-315-000-615 Garage TS Vehicle Maintenance	147894	
IEWCONTS IEW CONSTRUCTION GROUP, INC							
12/04/18	WORKS	18-03117	1 Sewer Lining Morris Ave Bridge	10,215.07	C-06-31-067-00A-010 3167A Sewer TV Inspect & Line Cleaning		
INDUST28 INDUSTRIAL COOLING CORPORATION							
12/04/18	WORKS	18-01496	10 SERV ATTIC AHU #179199	65.00	8-01-26-310-000-412 PB&G Repairs - 512 Springfield City Hall	179199	
12/04/18	WORKS	18-01496	11 SERV TAC CIRC PUMP #179891	230.00	8-01-26-310-000-412 PB&G Repairs - 512 Springfield City Hall	179891	
			P.O. Total:	295.00			
JAMATTEN JAMATT ENTERPRISES, INC							
12/04/18	WORKS	18-01716	3 TREES INSTALLED #16456	2,089.50	8-01-28-375-000-226 P&ST Tree Planting	16456	
12/04/18	WORKS	18-01716	4 TREES INSTALLED #16521	298.50	8-01-28-375-000-226 P&ST Tree Planting	16521	
			P.O. Total:	2,388.00			
JCPL0050 JCP&L							
12/04/18	WORKS	18-00367	14 100004835532 NEW PROV AVE SWR	618.45	8-07-55-502-004-601 Sewer Operating Pumps Electricity	95605527188	
JCPL0050 JCP&L							
12/04/18	WORKS	18-00429	10 200000000808 MASTER SEWER	309.29	8-07-55-502-004-601 Sewer Operating Pumps Electricity	95007556666	
JENEL JEN ELECTRIC, INC.							
12/04/18	WORKS	18-00901	12 SIGNAL MAINT #12144	790.00	8-01-26-300-000-408 PW Traffic Signal Maintenance	12144	
JESCO150 JESCO INC							
12/04/18	WORKS	18-02201	7 VARIOUS SUPPLIES #J64857	344.28	8-01-26-315-000-611	J64857	

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12/04/18	WORKS	18-02201	8 FUEL FILTER #25 #J56185	26.99	Garage RRM Vehicle Maintenance 8-01-26-315-000-601 J56185		
			P.O. Total:	371.27	Garage RRM Equipment Maintenance		
12/04/18	WORKS	18-03407	KEYTEC50 KEY-TECH 1 Asphalt Field	1,854.00	C-04-31-069-100-010 3169 City Portion Local Improvements	49261	
12/04/18	WORKS	18-02790	LACALEQU LACAL EQUIPMENT INC 3 Eqpt Maint -#19 #0289573-IN	980.00	8-01-26-315-000-601 Garage RRM Equipment Maintenance	0289573-IN	
12/04/18	WORKS	18-02790	4 Eqpt Maint #18 #19 #0290099-IN	204.00	8-01-26-315-000-601 Garage RRM Equipment Maintenance	0290099-IN	
			P.O. Total:	1,184.00			
12/04/18	WORKS	18-00903	LIBERT20 LIBERTY CLEANERS 13 Uniform Cleaning-#665029	91.00	8-01-26-315-000-802 Garage DPW Uniform Cleaning	665029	
12/04/18	WORKS	18-00903	14 uniform Cleaning-#667029	154.00	8-01-26-315-000-802 Garage DPW Uniform Cleaning	667029	
12/04/18	WORKS	18-00903	15 uniform Cleaning-#678267	147.00	8-01-26-315-000-802 Garage DPW Uniform Cleaning	678267	
12/04/18	WORKS	18-00903	16 uniform Cleaning-#676472	59.50	8-01-26-315-000-802 Garage DPW Uniform Cleaning	676472	
12/04/18	WORKS	18-00903	17 Uniform Cleaning-#674161	133.00	8-01-26-315-000-802 Garage DPW Uniform Cleaning	674161	
12/04/18	WORKS	18-00903	18 Uniform Cleaning-#679697	66.50	8-01-26-315-000-802 Garage DPW Uniform Cleaning	679697	
12/04/18	WORKS	18-00903	19 Uniform Cleaning-#680956	98.00	8-01-26-315-000-802 Garage DPW Uniform Cleaning	680956	
12/04/18	WORKS	18-00903	20 Uniform Cleaning-#682741	77.00	8-01-26-315-000-802 Garage DPW Uniform Cleaning	682741	
12/04/18	WORKS	18-00903	21 UNIFORM CLEANING #685010	52.50	8-01-26-315-000-802 Garage DPW Uniform Cleaning	685010	
12/04/18	WORKS	18-00903	22 UNIFORM CLEANING #686285	129.50	8-01-26-315-000-802 Garage DPW Uniform Cleaning	686285	
12/04/18	WORKS	18-00903	23 UNIFORM CLEANING #687545	150.50	8-01-26-315-000-802 Garage DPW Uniform Cleaning	687545	
			P.O. Total:	1,158.50			
12/04/18	WORKS	18-03279	MALONE50 MALONE SPRINKLER CORPORATION 1 SPRINKLER SERV #27167	265.00	8-01-26-310-000-411 PB&G Repairs - 41 Chatham Rd City Garage	27167	
12/04/18	WORKS	18-02134	METROH50 METRO HYDRAULIC JACK CO OF NJ 8 Veh/Eqpt Maint #83 #277710	425.00	8-01-26-315-000-606 Garage COMPOST Equipment Maintenance	211710	
12/04/18	WORKS	18-02134	9 Veh/Eqpt Maint #211639	658.00	8-01-26-315-000-606 Garage RRM Equipment Maintenance	211639	

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					Garage COMPOST Equipment Maintenance	
			P.O. Total:	1,083.00		
12/04/18	WORKS	18-01048	MID-AT50 MID-ATLANTIC INTERNATIONAL 28 Veh maint #67 #R101000348:01	125.00	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	R101000348:01
12/04/18	WORKS	18-01048	29 Veh maint #64 #X101002740:01	345.31	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	X101002740:01
12/04/18	WORKS	18-01048	30 Veh maint #68 #X101000488:01	94.82	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	X101000488:01
12/04/18	WORKS	18-01048	31 Veh maint #1652534	72.32	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	1652534
12/04/18	WORKS	18-01048	32 Veh/Eq Main #68 #R101000603:01	727.04	8-01-26-315-000-613 Garage G&T Vehicle Maintenance	R101000603:01
			P.O. Total:	1,364.49		
12/04/18	WORKS	17-03071	MOTTMACD MOTT MACDONALD LLC 8 Transfer Station Floor Coating	1,883.98	C-04-30-084-00A-140 3084A DCS Transfer Station Remed/Redev	IV00275777
12/04/18	WORKS	17-03620	MOTTMACD MOTT MACDONALD LLC 9 Downtown Sewer-Cleaning & Inv.	75.00	C-06-31-013-200-110 3113 Sewer Priority Spot Repairs & Invst	IV00275776
12/04/18	WORKS	18-00192	MOTTMACD MOTT MACDONALD LLC 4 Electric & Site Dsgn Generator	6,400.00	C-04-30-066-00A-070 3066 Generators Various Bldgs & Facilts	IV00275775
12/04/18	WORKS	18-01325	MOTTMACD MOTT MACDONALD LLC 8 Various Surveying Projects	3,900.00	C-04-31-044-100-010 3144 City Portion Local Improvements	IV00275962
12/04/18	WORKS	18-01325	MOTTMACD MOTT MACDONALD LLC 9 Various Surveying Projects	2,047.50	C-04-31-044-100-010 3144 City Portion Local Improvements	IV00275963
			P.O. Total:	5,947.50		
12/04/18	WORKS	18-01694	MOTTMACD MOTT MACDONALD LLC 3 Beekman Terr Survey	720.00	C-04-31-041-00E-130 3141E DCS Open Space Management	IV00275964
12/04/18	WORKS	18-02292	MOTTMACD MOTT MACDONALD LLC 3 Wallace Road Survey	797.50	C-04-31-014-00D-010 3114D DCS Drainage Improvement Project	IV00275965
12/04/18	WORKS	18-00595	NATIONFU NATIONAL FUEL OIL INC 30 DIESEL FUEL #20026	460.88	8-01-31-461-000-000 DIESEL FUEL	20026
12/04/18	WORKS	18-00863	NESTLERR READYREFRESH BY NESTLE 10 0425994928 DCS WATER 2018	118.13	8-01-32-465-000-201	18K0425994928

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CS Supplies and Materials							
12/04/18	WORKS	18-03338	NJLEAG50 NJ STATE LEAGUE OF 1 PW F/T MAINT WORKERS #11750DB	115.00	8-01-32-465-000-202 CS Marketing & Advertising	11750DB	
12/04/18	WORKS	18-03432	OLINGE50 OLINGER, WILLIAM 1 SUBSTITUTE PLUMBING INSPECTOR	225.00	8-18-00-701-000-104 UCC Overtime	11/07/18	
12/04/18	WORKS	18-03366	PRICELAN PRICE LAND USE SERVICES 2 ZONING/LAND SERVICES #1063	780.00	8-01-21-180-000-510 MLU Planner Services	1063	
12/04/18	WORKS	18-00278	PRINTME PRINT MEDIA LLC 4 Office Supplies, Inv# 20347	845.00	8-18-00-701-000-201 UCC Office Supplies	20347	
12/04/18	WORKS	18-00278	5 Office Supplies, inv# 20400	220.00	8-18-00-701-000-201 UCC Office Supplies	20400	
			P.O. Total:	1,065.00			
PUMPIN50 PUMPING SERVICES INC							
12/04/18	WORKS	18-02157	3 Eqpt Maint #1104203	1,498.00	8-07-55-502-004-492 Sewer Operating Pumps Maintenance	1104203	
12/04/18	WORKS	18-00934	QUALIT25 QUALITY AUTOMOTIVE CO. 481 Veh Maint #310 #614189	150.80	8-01-20-165-000-405 Eng Vehicle Maintenance	614189	
12/04/18	WORKS	18-00934	482 Veh Maint #310 #614230	6.72	8-01-20-165-000-405 Eng Vehicle Maintenance	614230	
12/04/18	WORKS	18-00934	483 Veh Maint #615352	92.00	8-01-26-315-000-214 Garage Vehicle Supplies	615352	
12/04/18	WORKS	18-00934	484 Veh Maint #618289	28.00	8-01-26-315-000-214 Garage Vehicle Supplies	618289	
12/04/18	WORKS	18-00934	485 Veh Maint #617803	69.95	8-01-26-315-000-214 Garage Vehicle Supplies	617803	
12/04/18	WORKS	18-00934	486 Veh Maint #614912	112.82	8-01-26-315-000-601 Garage RRM Equipment Maintenance	614912	
12/04/18	WORKS	18-00934	487 Veh Maint #19 #614718	163.01	8-01-26-315-000-601 Garage RRM Equipment Maintenance	614718	
12/04/18	WORKS	18-00934	488 Veh Maint #18 #615071	12.95	8-01-26-315-000-601 Garage RRM Equipment Maintenance	615071	
12/04/18	WORKS	18-00934	489 Veh Maint #18 #616081	12.95	8-01-26-315-000-601 Garage RRM Equipment Maintenance	616081	
12/04/18	WORKS	18-00934	490 Veh Maint #615834	12.60	8-01-26-315-000-601 Garage RRM Equipment Maintenance	615834	
12/04/18	WORKS	18-00934	491 Veh Maint #615581	12.60	8-01-26-315-000-601 Garage RRM Equipment Maintenance	615581	
12/04/18	WORKS	18-00934	492 Veh Maint #23 #616083	47.00	8-01-26-315-000-601 Garage RRM Equipment Maintenance	616083	
12/04/18	WORKS	18-00934	493 Veh Maint #12 #617573	13.95	8-01-26-315-000-601 Garage RRM Equipment Maintenance	617573	

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
12/04/18	WORKS	18-00934	494 Veh Maint #19 #616834	3.95	Garage RRM Equipment Maintenance 8-01-26-315-000-601	616834	
12/04/18	WORKS	18-00934	495 Veh Maint #18 #616819	12.95	Garage RRM Equipment Maintenance 8-01-26-315-000-601	616819	
12/04/18	WORKS	18-00934	496 Veh Maint #616817	27.96	Garage RRM Equipment Maintenance 8-01-26-315-000-601	616817	
12/04/18	WORKS	18-00934	497 Veh Maint #23 #617139	31.00	Garage RRM Equipment Maintenance 8-01-26-315-000-601	617139	
12/04/18	WORKS	18-00934	498 Veh Maint #17 #617136	12.95	Garage RRM Equipment Maintenance 8-01-26-315-000-601	617136	
12/04/18	WORKS	18-00934	499 Veh Maint #30 #617967	93.90	Garage RRM Equipment Maintenance 8-01-26-315-000-601	617967	
12/04/18	WORKS	18-00934	500 Veh Maint #31 #617966	46.95	Garage RRM Equipment Maintenance 8-01-26-315-000-601	617966	
12/04/18	WORKS	18-00934	501 Veh Maint #561 #615349	6.67	Garage RRM Equipment Maintenance 8-01-26-315-000-605	615349	
12/04/18	WORKS	18-00934	502 Veh Maint #612128	23.90	Garage TS Equipment Maintenance 8-01-26-315-000-605	612128	
12/04/18	WORKS	18-00934	503 Veh Maint #404 #611557	49.95	Garage TS Equipment Maintenance 8-01-26-315-000-605	611557	
12/04/18	WORKS	18-00934	504 Veh Maint #89 #614714	126.91	Garage TS Equipment Maintenance 8-01-26-315-000-606	614714	
12/04/18	WORKS	18-00934	505 Veh Maint #614444	8.95	Garage COMPOST Equipment Maintenance 8-01-26-315-000-609	614444	
12/04/18	WORKS	18-00934	506 Veh Maint #137 #614463	18.75	Garage RPST Equipment Maintenance 8-01-26-315-000-609	614463	
12/04/18	WORKS	18-00934	507 Veh Maint #149 #618238	81.22	Garage RPST Equipment Maintenance 8-01-26-315-000-609	618238	
12/04/18	WORKS	18-00934	508 Veh Maint #13 #614716	5.82	Garage RPST Equipment Maintenance 8-01-26-315-000-611	614716	
12/04/18	WORKS	18-00934	509 Veh Maint #11 #615350	44.07	Garage RRM Vehicle Maintenance 8-01-26-315-000-611	615350	
12/04/18	WORKS	18-00934	510 Veh Maint #11 #615099	259.18	Garage RRM Vehicle Maintenance 8-01-26-315-000-611	615099	
12/04/18	WORKS	18-00934	511 Veh Maint #45 #614443	9.90	Garage RRM Vehicle Maintenance 8-01-26-315-000-612	614443	
12/04/18	WORKS	18-00934	512 Veh Maint #66 #614050	22.00	Garage PW Vehicle Maintenance 8-01-26-315-000-613	614050	
12/04/18	WORKS	18-00934	513 Veh Maint #68 #617577	150.14	Garage G&T Vehicle Maintenance 8-01-26-315-000-613	617577	
12/04/18	WORKS	18-00934	514 Veh Maint #64 #616825	55.82	Garage G&T Vehicle Maintenance 8-01-26-315-000-613	616825	
12/04/18	WORKS	18-00934	515 Veh Maint #63 #614051	21.96	Garage G&T Vehicle Maintenance 8-01-26-315-000-614	614051	
12/04/18	WORKS	18-00934	516 Veh Maint #73 #613728	11.80	Garage RECYCLING Vehicle Maintenance 8-01-26-315-000-615	613728	
12/04/18	WORKS	18-00934	517 Veh Maint #561 #615083	116.71	Garage TS Vehicle Maintenance 8-01-26-315-000-615	615083	
12/04/18	WORKS	18-00934	518 Veh Maint #85 #615828	12.95	Garage TS Vehicle Maintenance 8-01-26-315-000-616	615828	
12/04/18	WORKS	18-00934	519 Veh Maint #618008	158.80	Garage COMPOST Vehicle Maintenance 8-01-26-315-000-616	618008	

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12/04/18	WORKS	18-00934	520 Veh Maint #546 #613323	475.00	Garage COMPOST Vehicle Maintenance 8-01-26-315-000-617 613323		
12/04/18	WORKS	18-00934	521 Veh Maint #3 #616333	530.50	Garage PB&G Vehicle Maintenance 8-01-26-315-000-618 616333		
12/04/18	WORKS	18-00934	522 Veh Maint #3 #616333 - CREDIT	108.00-	Garage GARAGE Vehicle Maintenance 8-01-26-315-000-618 616333		
12/04/18	WORKS	18-00934	523 Veh Maint #3 #616350	84.40	Garage GARAGE Vehicle Maintenance 8-01-26-315-000-618 616350		
12/04/18	WORKS	18-00934	524 Veh Maint #618273	494.25	Garage GARAGE Vehicle Maintenance 8-01-26-315-000-618 618273		
12/04/18	WORKS	18-00934	525 Veh Maint #94 #614045	12.95	Garage GARAGE Vehicle Maintenance 8-01-26-315-000-619 614045		
12/04/18	WORKS	18-00934	526 Veh Maint #614977	519.73	Garage RPST Vehicle Maintenance 8-01-26-315-000-619 614977		
12/04/18	WORKS	18-00934	527 Veh Maint #96 #615351	2.75	Garage RPST Vehicle Maintenance 8-01-26-315-000-619 615351		
12/04/18	WORKS	18-00934	528 Veh Maint #94 #615072	12.95	Garage RPST Vehicle Maintenance 8-01-26-315-000-619 615072		
12/04/18	WORKS	18-00934	529 Veh Maint #90 #615073	25.42	Garage RPST Vehicle Maintenance 8-01-26-315-000-619 615073		
12/04/18	WORKS	18-00934	530 Veh Maint #615010	40.00	Garage RPST Vehicle Maintenance 8-01-26-315-000-700 615010 Garage Fuel System Equipment Maintenance		
P.O. Total:				4,240.46			

12/04/18	WORKS	18-02689	QUALITYA QUALITY AUTO GLASS INC 4 Veh maint #100 #136949	391.57	8-01-26-315-000-619 136949 Garage RPST Vehicle Maintenance
12/04/18	WORKS	18-01509	SANITA50 SANITATION EQUIPMENT CORP 8 Veh Maint #68 #51434	707.14	8-01-26-315-000-613 51434 Garage G&T Vehicle Maintenance
12/04/18	WORKS	18-01509	9 Veh Maint #64 #51419	102.05	8-01-26-315-000-613 51419 Garage G&T Vehicle Maintenance
12/04/18	WORKS	18-01509	10 Veh Maint #68 #51359	429.04	8-01-26-315-000-613 51359 Garage G&T Vehicle Maintenance
12/04/18	WORKS	18-01509	11 Veh Maint #62 #51433	870.75	8-01-26-315-000-614 51433 Garage RECYCLING Vehicle Maintenance
P.O. Total:				2,108.98	

12/04/18	WORKS	18-00987	STORRT50 STORR TRACTOR CO 7 Veh/eqpt maint - 805387	223.99	8-01-26-315-000-609 805387 Garage RPST Equipment Maintenance
12/04/18	WORKS	18-00965	SUMMIT40 SUMMIT IND. HARDWARE 330 Bldg/eqpt Maint #654492	17.99	8-01-26-290-000-205 654492 RRM Tools
12/04/18	WORKS	18-00965	331 Bldg/eqpt Maint #653683	11.99	8-01-26-290-000-205 653683 RRM Tools
12/04/18	WORKS	18-00965	332 Bldg/eqpt Maint #654495	38.95	8-01-26-305-001-203 654495

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12/04/18	WORKS	18-00965	333 Bldg/eqpt Maint #653577	94.32	Recycling Equipment Maintenance Supplies 8-01-26-305-001-203	653577	
12/04/18	WORKS	18-00965	334 Bldg/eqpt Maint #642324	122.32	Recycling Equipment Maintenance Supplies 8-01-26-307-000-403	642324	
12/04/18	WORKS	18-00965	335 Bldg/eqpt Maint #652528	17.82	Compost Equipment Maintenance 8-01-26-310-000-412	652528	
12/04/18	WORKS	18-00965	336 Bldg/eqpt Maint #17 #648103	11.02	PB&G Repairs - 512 Springfield City Hall 8-01-26-315-000-601	648103	
12/04/18	WORKS	18-00965	337 Bldg/eqpt Maint #31 #654219	29.50	Garage RRM Equipment Maintenance 8-01-26-315-000-601	654219	
12/04/18	WORKS	18-00965	338 Bldg/eqpt Maint #23 #651852	10.32	Garage RRM Equipment Maintenance 8-01-26-315-000-601	651852	
12/04/18	WORKS	18-00965	339 Bldg/eqpt Maint #648256	64.35	Garage RRM Equipment Maintenance 8-01-26-315-000-601	648256	
12/04/18	WORKS	18-00965	340 Bldg/eqpt Maint #643903	77.50	Garage RRM Equipment Maintenance 8-01-26-315-000-604	643903	
12/04/18	WORKS	18-00965	341 Bldg/eqpt Maint #652357	74.25	Garage RECYCLING Equipment Maintenance 8-01-26-315-000-606	652357	
12/04/18	WORKS	18-00965	342 Bldg/eqpt Maint #642324	122.32	Garage COMPOST Equipment Maintenance 8-01-26-315-000-606	642324	
12/04/18	WORKS	18-00965	343 Bldg/eqpt Maint #653649	45.40	Garage RPST Equipment Maintenance 8-01-26-315-000-609	653649	
12/04/18	WORKS	18-00965	344 Bldg/eqpt Maint #652919	9.99	Garage RRM Vehicle Maintenance 8-01-26-315-000-611	652919	
12/04/18	WORKS	18-00965	345 Bldg/eqpt Maint #650761	22.29	Garage GARAGE Vehicle Maintenance 8-01-26-315-000-618	650761	
12/04/18	WORKS	18-00965	346 Bldg/eqpt Maint #654436	28.84	P&ST Grounds Maintenance Materials 8-01-28-375-000-204	654436	
12/04/18	WORKS	18-00965	347 Bldg/eqpt Maint #653858	76.26	P&ST Grounds Maintenance Materials 8-01-28-375-000-204	653858	
12/04/18	WORKS	18-00965	348 Bldg/eqpt Maint #654263	39.06	P&ST Grounds Maintenance Materials 8-01-28-375-000-204	654263	
12/04/18	WORKS	18-00965	349 Bldg/eqpt Maint #649125	198.00	P&ST Tools 8-01-28-375-000-205	649125	
12/04/18	WORKS	18-00965	350 Bldg/eqpt Maint #652640	499.00	P&ST Tools 8-01-29-401-000-200	652640	
12/04/18	WORKS	18-00965	351 Bldg/eqpt Maint #652354	50.98	Downtown Maintenance - OE 8-07-55-502-004-205	652354	
12/04/18	WORKS	18-00965	352 Bldg/eqpt Maint #649252	122.34	Sewer Operating Tools 8-07-55-502-004-205	649252	
12/04/18	WORKS	18-00965	353 Bldg/eqpt Maint #651702	81.52	Sewer Operating Tools 8-07-55-502-004-205	651702	
12/04/18	WORKS	18-00965	354 Bldg/eqpt Maint #448 #653517	2.89	Sewer Operating Tools 8-07-55-502-004-405	653517	
					Sewer Operating Vehicle Maintenance		
				P.O. Total:	1,869.22		

TMBRENNNA T.M. BRENNAN CONTRACTORS, INC.  
12/04/18 WORKS 18-00992 10 Eqpt Maint #4694 190.00 8-01-26-310-000-411 4694  
PB&G Repairs - 41 Chatham Rd City Garage

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
12/04/18	WORKS	18-03234	TMBRENNNA T.M. BRENNAN CONTRACTORS, INC. 2 INVOICE 4734	1,407.29	8-01-26-310-000-412 PB&G Repairs - 512 Springfield City Hall	4734	
12/04/18	WORKS	18-02138	TREASU25 TREASURER, STATE OF NEW JERSEY 10 Sld Wst Compl Fees #182092000	2,473.75	8-01-26-306-000-216 TS Facility Licenses	182092000	
12/04/18	WORKS	18-02120	TRITECHS TRI-TECH SERVICES AND 3 Veh maint	1,146.00	8-01-26-315-000-605 Garage TS Equipment Maintenance	1003	
12/04/18	WORKS	18-00655	UNIONC57 UNION COUNTY SHERIFF'S OFFICE 20 CRUZ, A.	540.00	G-02-26-832-017-000 2017 Union Cty Infrastructure & Muni Aid	18-10-201	
12/04/18	WORKS	18-01421	UNIONC64 UNION COUNTY UTILITES AUTHORITY 20 Tipping Feed - October 2018	64,813.93	8-01-26-308-000-200 Disposal Charges	OCTOBER 2018	
12/04/18	WORKS	18-01421	21 Tipping Fee Rebate Oct 2018	10,357.80-	8-01-26-308-000-200 Disposal Charges	OCTOBER 2018	
			P.O. Total:	54,456.13			
12/04/18	WORKS	18-03337	VALLEYHE VALLEY HEALTH MEDICAL GROUP 1 Urine Screen-DPW #329007C5622	50.00	8-01-32-465-000-812 CS Licenses and Certifications	329007C5622	
12/04/18	WORKS	18-02078	VEOLIA50 VEOLIA ES TECHNICAL SOLUTIONS 3 Eqpt/Bldg Maint - #EW1492229	390.19	8-01-26-308-000-200 Disposal Charges	EW1492229	
12/04/18	WORKS	18-01265	WASTEM50 WASTE MANAGMENT OF NJ, INC. 32 BULKY WASTE #0111127-1091-5	7,496.31	8-01-26-308-000-200 Disposal Charges	0111127-1091-5	
12/04/18	WORKS	18-01265	33 NJ RECYCLE TAX #0111127-1091-5	230.94	8-01-26-308-000-200 Disposal Charges	0111127-1091-5	
			P.O. Total:	7,727.25			
12/04/18	WORKS	18-00228	WBMASON W.B. MASON CO, INC 5 Office Supplies, inv#I60355756	3.98	8-01-20-165-000-201 Eng Supplies and Materials	I60355756	
12/04/18	WORKS	18-01645	WBMASON W.B. MASON CO, INC 94 REFILL, POSTIT #I60355756	14.73	8-01-32-465-000-201 CS Supplies and Materials	I60355756	
12/04/18	WORKS	18-01645	95 BOOK, STENO #I60355756	20.59	8-01-32-465-000-201 CS Supplies and Materials	I60355756	
12/04/18	WORKS	18-01645	96 HIGHLIGHTER, BLUE #I60355756	6.64	8-01-32-465-000-201 CS Supplies and Materials	I60355756	
12/04/18	WORKS	18-01645	97 POUCH, THERML #I60355756	23.23	8-01-32-465-000-201 CS Supplies and Materials	I60355756	

November 29, 2018  
02:24 PM

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

Page No: 25

Rcvd Date	Batch Id	PO #	Vendor Item Description	Amount	Charge Account Description	Invoice Number	Contract
12/04/18	WORKS	18-01645	98 TAPE #I60355756	17.01	CS Supplies and Materials 8-01-32-465-000-201	I60355756	
					CS Supplies and Materials		
			P.O. Total:	82.20			
12/04/18	WORKS	18-01947	WBMASON W.B. MASON CO, INC 3 LINER,40-45 GAL #I59807893	584.85	8-01-28-375-000-204 P&ST Grounds Maintenance Materials	I59807893	
12/04/18	WORKS	18-02210	WBMASON W.B. MASON CO, INC 23 TS Office Supplies-I59682728	176.02	8-01-26-306-000-202 TS Supplies and Materials	I59682728	
12/04/18	WORKS	18-01938	WETIMM50 W E TIMMERMAN CO INC 9 Veh Maint #19 #0216833-IN	715.54	8-01-26-315-000-611 Garage RRM Vehicle Maintenance	0216833-IN	
12/04/18	WORKS	18-03327	ZAPPIA50 ZAPPIA'S 1 STAFF MEETING FOOD & SUPPLIES	469.68	8-01-32-465-000-701 CS Equipment	4449747	
			Total for Batch: WORKS	289,216.08			

Total for Date: 12/04/18      Total for All Batches: 1,138,494.58

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	7-01	6,520.29	0.00	0.00	6,520.29
Current Fund	8-01	296,593.50	0.00	0.00	296,593.50
Sewer Operating	8-07	37,758.94	0.00	0.00	37,758.94
Parking Operating	8-09	32,750.91	228.00	0.00	32,978.91
Uniform Construction Code	8-18	2,415.00	0.00	0.00	2,415.00
Recreation Trust	8-28	3,340.04	0.00	0.00	3,340.04
	Year Total:	372,858.39	228.00	0.00	373,086.39
General Capital	C-04	669,025.06	0.00	0.00	669,025.06
Sewer Capital	C-06	10,290.07	0.00	0.00	10,290.07
Parking Capital	C-08	15,695.47	0.00	0.00	15,695.47
	Year Total:	695,010.60	0.00	0.00	695,010.60
Grant Fund	G-02	37,288.00	0.00	0.00	37,288.00
Trust - Other	T-03	14,840.65	0.00	0.00	14,840.65
Fire Prevention Bureau	T-16	357.00	0.00	0.00	357.00
Community Development	T-17	5,000.00	0.00	0.00	5,000.00
Affordable Housing	T-19	6,391.65	0.00	0.00	6,391.65
	Year Total:	26,589.30	0.00	0.00	26,589.30
Total of All Funds:		1,138,266.58	228.00	0.00	1,138,494.58



## TOWNSHIP OF CHATHAM

58 Meyersville Road  
Chatham, New Jersey 07928  
(973) 635-4600  
Fax (973) 635-2644

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NOV 13 2018

CITY CLERK'S OFFICE  
SUMMIT, N.J.

mail: P. Casais  
A. Schrage  
C. Anderson  
C. Nicola

Memo To: Long Hill Township Clerk  
Chatham Borough Clerk  
New Providence Borough Clerk  
City of Summit Clerk  
Harding Township Clerk  
Morris Township Clerk  
Township of Berkeley Heights Clerk  
Borough of Madison Clerk  
Morris County Planning Board  
Chatham Township Planning Board

From: Gregory J. LaConte  
Municipal Clerk

Date: November 9, 2018

Subject: Ordinance 2018-22

**AN ORDINANCE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS,  
ADOPTING A REDEVELOPMENT PLAN FOR A 3.8 ACRE PORTION OF  
BLOCK 48.16, LOT 117.27 FOR THE DEVELOPMENT OF LOW AND  
MODERATE INCOME HOUSING AND REPEALING SECTION 30-79.1  
TITLED "PURPOSE", SECTION 30-79.2 TITLED "PERMITTED USES", AND  
SECTION 30-79.3 TITLED "REQUIRED CONDITIONS FOR RESIDENTIAL  
DEVELOPMENT" OF THE REVISED GENERAL ORDINANCES OF THE  
TOWNSHIP OF CHATHAM**

Attached please find a copy of the above referenced Ordinance that was introduced by the Township Committee on November 8, 2018.

A public hearing will be held at a Township Committee meeting beginning at 7:30 PM on Thursday, December 13, 2018.

The meeting will be held at the Township Municipal Building, 58 Meyersville Road, Chatham, New Jersey.

Attachment – Ordinance 2018-22

## ORDINANCE 2018-22

**AN ORDINANCE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS,  
ADOPTING A REDEVELOPMENT PLAN FOR A 3.8 ACRE PORTION OF BLOCK  
48.16, LOT 117.27 FOR THE DEVELOPMENT OF LOW AND MODERATE INCOME  
HOUSING AND REPEALING SECTION 30-79.1 TITLED "PURPOSE", SECTION 30-  
79.2 TITLED "PERMITTED USES", AND SECTION 30-79.3 TITLED "REQUIRED  
CONDITIONS FOR RESIDENTIAL DEVELOPMENT" OF THE REVISED GENERAL  
ORDINANCES OF THE TOWNSHIP OF CHATHAM**

**WHEREAS**, on October 12, 2017, the Township Committee of the Township of Chatham adopted Resolution 2017-183 designating a 3.8 acre portion of Block 48.16, Lot 117.27 ("Redevelopment Area") as shown on the Township of Chatham Tax Map as an area in need of non-condemnation redevelopment for the development of low and moderate income housing; and

**WHEREAS**, on October 26, 2017, the Township Committee adopted Resolution 2017-187 clarifying Resolution 2017-183; and

**WHEREAS**, it is the purpose of this Ordinance to adopt the attached Redevelopment Plan ("Redevelopment Plan") which will supersede the underlying AH Affordable Housing Zone and which Plan will set forth specific Land Use and Building Standards (use, bulk and design requirements) for the development of twenty-four (24) low and moderate income housing units within the Redevelopment Area.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Chatham, County of Morris, State of New Jersey, as follows:

**Section 1.** Section 30-79.1 titled "Purpose", Section 30-79.2 titled "Permitted Uses" and Section 30-79.3 titled "Required Conditions for Residential Development" of the Revised General Ordinances of the Township of Chatham are hereby repealed.

**Section 2.** The Redevelopment Plan for a 3.8 acre portion of Block 48.16, Lot 117.27 as shown on the Township Tax Map and attached is hereby adopted.

Section 3. The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this Ordinance to the Morris County Planning Board and to all other persons or entities entitled thereto pursuant to N.J.S.A. 40:55D-15, including to the Clerk of adjoining municipalities, to the last owner of the Redevelopment Area and all persons at their last known address, if any, whose names are noted on the assessment records as claimants of an interest in Redevelopment Area. The Township Clerk shall execute Affidavits of Proof of Service of the notices required by this Section 3, and shall keep the Affidavits on file along with the Proof of Publication of the notice of the required public hearing on the proposed change.

Section 4. After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Township of Chatham for its review in accordance with N.J.S.A. 40A:12A-7e. The Planning Board is directed pursuant to N.J.S.A. 40A:12A-7d to transmit to the Township Committee, within forty-five (45) days after referral, a report finding that the Redevelopment Plan shall be substantially consistent with the Township Master Plan or designed to effectuate the Master Plan or that the Redevelopment Plan is substantially inconsistent with the Township Master Plan or not designed to effectuate the Master Plan.

Section 5. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

Section 6. All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 7. This Ordinance shall take effect immediately upon: (i) adoption; (ii) publication in accordance with the laws of the State of New Jersey; and (iii) filing of the final form of adopted Ordinance by the Clerk with the Morris County Planning Board pursuant to N.J.S.A. 40:55D-16.

Introduced: November 8, 2018

TOWNSHIP OF CHATHAM, COUNTY OF  
MORRIS, STATE OF NEW JERSEY

Adopted:

Attest:

BY: \_\_\_\_\_  
Curt Ritter, Mayor

\_\_\_\_\_  
Gregory J. LaConte, Clerk

GI 12/4/18

18.A.2



## TOWNSHIP OF CHATHAM

58 Meyersville Road  
Chatham, New Jersey 07928  
(973) 635-4600  
Fax (973) 635-2644

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CITY CLERK'S OFFICE  
SUMMIT, N.J.

*email: P. Cascais  
A. Schleser  
C. Anderson  
C. Nicola*

Memo To: Long Hill Township Clerk  
Chatham Borough Clerk  
New Providence Borough Clerk  
City of Summit Clerk  
Harding Township Clerk  
Morris Township Clerk  
Township of Berkeley Heights Clerk  
Borough of Madison Clerk  
Morris County Planning Board  
Chatham Township Planning Board

From: Gregory J. LaConte  
Municipal Clerk

Date: November 9, 2018

Subject: Ordinance 2018-24

### **AN ORDINANCE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, AMENDING CHAPTER XXX, ARTICLE 2, SECTION 30-6, TITLED “DEFINITIONS”, TO ADD “SMOKE SHOP” AND “VAPE SHOP” AND ARTICLE 7, TITLED “ZONING REGULATIONS”, SECTION 30-96.9, TITLED “PROHIBITED USES”, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF CHATHAM PROHIBITING SMOKING AND VAPING SHOPS**

Attached please find a copy of the above referenced Ordinance that was introduced by the Township Committee on November 8, 2018.

A public hearing will be held at a Township Committee meeting beginning at 7:30 PM on Thursday, December 13, 2018.

The meeting will be held at the Township Municipal Building, 58 Meyersville Road, Chatham, New Jersey.

Attachment – Ordinance 2018-24

## ORDINANCE 2018-24

**AN ORDINANCE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS,  
AMENDING CHAPTER XXX, ARTICLE 2, SECTION 30-6, TITLED “DEFINITIONS”,  
TO ADD “SMOKE SHOP” AND “VAPE SHOP” AND ARTICLE 7, TITLED “ZONING  
REGULATIONS”, SECTION 30-96.9, TITLED “PROHIBITED USES”, OF THE  
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF CHATHAM  
PROHIBITING SMOKING AND VAPING SHOPS**

**WHEREAS**, the Township of Chatham has under the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., and the police power, N.J.S.A. 40:48-1, et seq., the authority to regulate land uses within its municipal boundaries; and

**WHEREAS**, the Township Committee of the Township of Chatham believes that it is in the best interest of the health, safety and welfare of its residents that Chapter XXX of the Land Development Regulations of the Township of Chatham, Article 2, Section 30-6 titled “Definitions”, be amended to add definitions of smoke shop and vape shop, and Article 7, titled “Zoning Regulations”, Section 30-96.9, titled “Prohibited Uses”, be amended to prohibit smoking and vaping shops in all zone districts.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Chatham, County of Morris, State of New Jersey, as follows:

Section 1. Chapter XXX of the Land Development Regulations of the Township of Chatham, Article 2, Section 30-6, titled “Definitions”, is hereby amended to add the following:

“Smoke Shop” shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia, including providing an area for smoking tobacco products, but excluding any grocery store, supermarket, convenience store or similar retail use that sells tobacco products shall not be included within the definition of smoke shop. An area for “smoking” shall mean the burning of, inhaling from, exhaling the smoke from, or the possession of a lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco or any other matter that can be smoked, or the inhaling or exhaling of smoke or vapor from an electronic smoking device.

“Vape Shop” shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of electronic smoking devices, liquid nicotine, liquid nicotine containers or vapor product as defined by N.J.S.A. 26:3D-57, N.J.S.A. 2A:170-51.9(a)(2), N.J.S.A. 2A:170-51.9(a)(3) and N.J.S.A. 2A:170-51.9(a)(4), including an area for vaping. An area for “vaping” shall mean the inhaling or exhaling of smoke or vapor from any electronic smoking device.

Section 2. Chapter XXX of the Land Development Regulations of the Township of Chatham, Article 7, titled “Zoning Regulations”, Section 30-96.9, titled “Prohibited Uses”, is hereby amended to add a new subsection c as follows:

### 30-96.9 Prohibited Uses

- a. Where a use is not specifically permitted in a zone district, it is prohibited.
- b. Marijuana cultivation facilities, marijuana production or manufacturing facilities, marijuana testing facilities, and retail marijuana stores are prohibited in all zone districts.
- c. Smoke and vape shops are prohibited in all zone districts.

Section 3. The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this Ordinance to the Morris County Planning Board and to all other persons or entities entitled thereto pursuant to N.J.S.A. 40:55D-15, including to the Clerk of adjoining municipalities. The Township Clerk shall execute Affidavits of Proof of Service of the notices required by this Section 3, and shall keep the Affidavits on file along with the Proof of Publication of the notice of the required public hearing on the proposed change.

Section 4. After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Township of Chatham for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Township Committee, within thirty-five (35) days after referral, a report including identification of any provisions in the proposed Ordinance which are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 5. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

Section 6. All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 7. This Ordinance shall take effect immediately upon: (i) adoption; (ii) publication in accordance with the laws of the State of New Jersey; and (iii) filing of the final form of adopted Ordinance by the Clerk with the Morris County Planning Board pursuant to N.J.S.A. 40:55D-16.

Introduced: November 8, 2018

TOWNSHIP OF CHATHAM, COUNTY OF  
MORRIS, STATE OF NEW JERSEY

Adopted:

Attest:

BY: \_\_\_\_\_  
Curt Ritter, Mayor

\_\_\_\_\_  
Gregory J. LaConte, Clerk



## TOWNSHIP OF CHATHAM

58 Meyersville Road  
Chatham, New Jersey 07928  
(973) 635-4600  
Fax (973) 635-2644

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NOV 13 2018

CITY CLERKS OFFICE  
SUMMIT N.J.

email: P.Cascais  
a.Schrag  
C.Anderson  
C.Nicola

Memo To: Long Hill Township Clerk  
Chatham Borough Clerk  
New Providence Borough Clerk  
City of Summit Clerk  
Harding Township Clerk  
Morris Township Clerk  
Township of Berkeley Heights Clerk  
Borough of Madison Clerk  
Morris County Planning Board  
Chatham Township Planning Board

From: Gregory J. LaConte  
Municipal Clerk

Date: November 9, 2018

Subject: Ordinance 2018-23

**ORDINANCE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY, AMENDING CHAPTER XXX, TITLED "LAND DEVELOPMENT", OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF CHATHAM, SECTION 30.78, TITLED "R-RESIDENCE DISTRICTS," SUBSECTION 30-78.13, TITLED "REQUIREMENTS FOR ONE-FAMILY DWELLINGS AND MULTI-FAMILY DWELLINGS IN THE R-6C DISTRICT" TO AMEND SECTION 30-78.13(g)(1) THE DEFINITION OF BUILDING HEIGHT, TO ADD A NEW SECTION 30-78.13(k)(7) PROVIDING FOR ADDITIONAL LANDSCAPE BUFFER, TO AMEND SECTION 30-78.13(n)(1) TO PROVIDE FOR CONSTRUCTION PHASING OF MARKET TO AFFORDABLE UNITS**

Attached please find a copy of the above referenced Ordinance that was introduced by the Township Committee on November 8, 2018.

A public hearing will be held at a Township Committee meeting beginning at 7:30 PM on Thursday, December 13, 2018.

The meeting will be held at the Township Municipal Building, 58 Meyersville Road, Chatham, New Jersey.

Attachment – Ordinance 2018-23

## ORDINANCE 2018-23

**ORDINANCE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY, AMENDING CHAPTER XXX, TITLED “LAND DEVELOPMENT”, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF CHATHAM, SECTION 30.78, TITLED “R-RESIDENCE DISTRICTS,” SUBSECTION 30-78.13, TITLED “REQUIREMENTS FOR ONE-FAMILY DWELLINGS AND MULTI-FAMILY DWELLINGS IN THE R-6C DISTRICT” TO AMEND SECTION 30-78.13(g)(1) THE DEFINITION OF BUILDING HEIGHT, TO ADD A NEW SECTION 30-78.13(k)(7) PROVIDING FOR ADDITIONAL LANDSCAPE BUFFER, TO AMEND SECTION 30-78.13(n)(1) TO PROVIDE FOR CONSTRUCTION PHASING OF MARKET TO AFFORDABLE UNITS**

**BE IT ORDAINED** by the Mayor and Township Committee of the Township of Chatham, in the County of Morris and State of New Jersey as follows:

**SECTION 1.** Chapter XXX, titled “Land Development” of the Revised General Ordinances of the Township of Chatham, Section 30.78, titled “R-Residence Districts,” Subsection 30-78.13, titled “Requirements for One-Family Dwellings and Multi-Family Dwellings in the R-6C District,” is hereby amended as follows:

“30-78.13 Requirements for One-Family Dwellings and Multi-Family Dwellings in the R-6C District.

**(a) Permitted Principal and Accessory Uses**

1. Principal uses - One-family dwellings and multifamily dwellings or any combination thereof.
2. Accessory Uses – Indoor and outdoor recreation facilities, including clubhouse, meeting areas and active and passive recreation.

**(b) Area and Density Requirements.**

1. Minimum Area. Each development shall have a minimum tract area of thirty (30) acres. Public or private roads, easements or rights-of-way shall not be deemed to divide acreage of a development.
2. Maximum Density. Two (2) dwelling units/acre, not to exceed a total of fifty-four (54) units, except as provided in Section 30-78.13(n).1 below.
3. Minimum Lot Size Per Dwelling. A minimum lot size per dwelling of 1,200 square feet shall be required for all fee simple dwelling units.

**(c) Maximum Building Coverage**

1. The total ground floor area of all buildings shall not exceed fifteen (15%) percent of the lot area of the development.

**(d) Maximum Impervious Coverage**

1. The total area of all impervious surfaces shall not exceed thirty (30%) percent of the lot area of the development.

**(e) Setback Requirements.**

1. No principal building shall be located within fifty (50) feet of a public street or exterior property line of the tract nor within twenty (20) feet of any internal roadway.
2. No dwelling structure shall have more than two (2) continuous attached dwelling units with the same front building line, and variations in the building line shall be at least four (4) feet.

**(f) Distance Between Buildings.** Minimum distances as specified below shall be maintained between principal buildings:

Positions of Building Walls	Minimum Distance Between Buildings at Any Point
Front facing front	50'
Front facing rear	50'
Front facing side	25'
Rear facing rear	50'
Rear facing side	30'
Side facing side	15'

**(g) Building Requirements.**

1. Height. No building shall exceed a height of two and one-half (2 1/2) stories or thirty-five (35) feet, whichever is lesser, except that existing buildings in excess of the permitted number of stories or height may be re-used for any permitted principal or accessory use. Building height shall be the vertical distance measured from the average post-development ground elevation as measured from the four corners of the building to a horizontal plane projected from the highest point of the roof. However, for locations in which the elevation is, for reasons of topography, one full story or less lower at the rear of the building than at the front, the height shall be measured from an average of the front two elevations only, provided that neither of the elevations at the rear two corners of the building are more than ten feet below the front two corners of that building.
2. Units Per Building. No building shall contain more than four (4) dwelling units.

### h) Dwelling Unit Requirements.

1. Each dwelling unit shall contain as a minimum a separate living room, a separate bedroom, a separate bath, a room for storage and utilities, and a kitchen, which kitchen facility shall be located separate and apart from other rooms in the unit with the exception of the dining room.
2. Minimum Floor Area. Each dwelling unit shall have a minimum floor area, as "floor area" is defined in Article 2 of this chapter, in accordance with the following schedule:

Number of Bedrooms	Minimum Required Floor Area Per Dwelling Unit (in Sq. Ft.)
1	900
2	1,150
For each additional	200 additional

3. No basement shall contain a bedroom.
4. Each dwelling unit shall have at least two (2) private outside entrances.
5. Each dwelling unit shall contain its own heating plant and system and shall constitute a separate, independent unit for metering and all other purposes with respect to all required utilities and similar conveniences. No central or common laundry or similar facilities intended for two (2) or more units shall be permitted.
6. Each dwelling unit shall have at least one (1) individual private yard area, open patio or court adjoining the unit and having a width of at least fifteen (15) feet and an area of at least one hundred fifty (150) square feet. Each private yard area, patio, court or deck shall be effectively screened in order to provide a reasonable degree of privacy.
7. In addition to the above requirements, a storage space with separate access and containing a minimum of eighty (80) square feet of floor area shall be provided for each dwelling unit in the basement of the building in which the unit is located or in the garage serving the unit. Storage space located in a garage shall not encroach upon or be located above a minimum area of ten feet by twenty (10' by 20') feet for the parking of a motor vehicle..
8. The layout and arrangement of buildings and their design shall incorporate energy saving and green design features where practicable.

### (i) Accessory Buildings.

1. Setbacks. Accessory buildings shall meet the street, property line and internal roadway setbacks of the principal buildings and shall be at least twenty-five (25) feet from a principal building and fifteen (15) feet from another accessory building. Detached garages shall be at least fifteen (15) feet from a principal building or from any other garage or accessory building. Clubhouses, swimming pools and recreation facilities shall be at least one hundred (100) feet from a property line.
2. Height. The maximum height of an accessory building shall be fifteen (15) feet except for clubhouses which shall not exceed twenty-eight (28) feet in height.

Existing buildings in excess of the permitted number of stories or height may be re-used for any permitted principal or accessory use.

3. When a clubhouse or other accessory building is attached to a building containing a permitted principal use, the bulk requirements for the permitted principal use shall apply.
4. Design. Architectural design and materials used in the construction of accessory buildings shall conform to or complement those used in the construction of principal buildings.
5. Except to the extent inconsistent with the specific provisions of this subsection, the provisions of subsection 30-96.13 shall be complied with.
6. Signs. The provisions of Section 30-98 shall be complied with.

(j) Off-Street Parking and Internal Roadways. Off-street parking and internal roadways shall conform to the provisions of subsection 30-64.2, and, in addition, the following requirements shall be met:

1. All off-street parking areas and internal roadways shall be paved, bounded by permanent curbing and constructed in accordance with Township of Chatham road specifications; provided, however, that, upon recommendation of the Township Engineer, the requirement of curbing may be waived or modified when found not to be needed for control of storm water, protection of pavement and similar purposes.
2. Parking areas shall be located at least five (5) feet from a building and twenty-five (25) feet from a development property line.
3. Except as otherwise provided in the New Jersey Residential Site Improvement Standards, internal roadways shall be at least twenty-four (24) feet in width for two (2)-way traffic and twelve (12) feet in width for one (1)-way traffic and shall not enter a street within fifty (50) feet of an existing intersection. Drives leading from internal roadways to parking areas shall be at least twenty (20) feet in width. Parking on internal roadways and drives shall be prohibited.
4. The arrangement and location of garages, parking areas and internal roadways shall be subject to approval of the Planning Board and shall be designed to insure maximum safety, proper circulation and maximum convenience for residents and their guests.
5. Sidewalks shall be provided along at least one side of any internal road serving the development.
6. A public trail network shall be provided around and through the site and shall be designed to connect with any nearby public trail or sidewalk system.
7. Unless otherwise provided in the New Jersey Residential Site Improvements Requirements, minimum requirements for off-street parking spaces shall be as follows for low and moderate income housing units:
8.
 

1 bedroom or efficiency unit	1.75 parking spaces
2 bedroom unit	2.0 parking spaces
3 or more bedroom unit	2.5 parking spaces

## (k) Landscaping and Common Open Space.

1. There shall be provided a minimum of forty (40%) percent of the entire tract for common open space, which shall be deed restricted against future development and managed by the homeowners association. Said open space shall not contain any impervious surfaces, detention facilities or other structural or infrastructure improvements.
2. The common open space, where improved, shall be attractively landscaped with varieties of flowering plants, grasses, trees and shrubs that will serve to minimize water use. Provision shall be made for the protection and preservation of existing trees and the prominent hedgerow along Hillside Avenue as well as natural features including those in designated critical areas.
3. Except as otherwise provided in the New Jersey Residential Site Improvement Standards, sidewalks or walkways constructed in accordance with the Township specifications shall be provided in such locations and of such widths as required and approved by the Planning Board to insure safe and convenient pedestrian traffic.
4. A naturalized trail around the perimeter of the property shall be constructed by the developer and maintained and repaired by the HOA and such trail may be surfaced with wood chips or other suitable surface and need not be paved. A public access easement shall be provided allowing public access across the perimeter trail.
5. Effective screening by a fence or wall no less than five (5) feet nor more than seven (7) feet in height shall be provided to shield parking areas and other common facilities from view of adjoining residential properties, provided, however, screening by hedge or other natural landscaping may be substituted for the required fence or wall if approved by the Planning Board as part of the site plan.
6. Lighting. Adequate artificial lighting shall be provided in parking areas and along sidewalks, walkways and internal roadways. The source of lighting shall be directed downward, away from buildings and adjoining streets and property lines. Lighting fixtures shall be so arranged that the direct source of light is not visible from any adjacent residential property.
7. Additional Landscape Buffer. A landscape buffer from the adjacent property shall be provided where the physical height of the structure (post grade to highest point) exceeds thirty-five (35) feet. The buffer shall consist of plants that will screen the structure from neighboring properties year-round. The buffer shall be a combination of deciduous and conifer trees and shrubs.
8. Landscape Standards:
  - a. Deciduous trees shall have a minimum caliper of 3 to 3.5 inches. Species of trees shall be native to the region and shall have a mature height of 40 feet and up. Trees shall be planted a minimum of 15 feet from the building structure.
  - b. Conifer trees shall have a minimum height of 6 feet at the time of installation, with a mature height of 30 feet and up. Species of conifer trees shall be native to the region and shall be planted a minimum of 10 feet from the building structure
  - c. Shrubs shall be native to the region with a combination of heights to sufficiently screen the building.

- d. All plant materials must meet minimum standards as set forth in the American Association of Nurserymen, Inc.
- e. A sufficient number of trees and shrubs shall be provided to adequately shield the lower portion of the structure creating the height to exceed thirty-five (35) feet.

9. Landscape Plan. The site plan shall include a landscape plan which shall be prepared by a landscape architect or other professional thoroughly familiar with landscape plant materials and design. Said plan shall include and show, at a minimum:

- a. Existing tree survey.
- b. All trees proposed for removal.
- c. All proposed vegetation with a planting schedule with the following information: species, size, and method of planting; with a distinct plant schedule for the planting for the building height variance buffer.

10. Guarantee. All elements of the landscape buffer shall be guaranteed by the applicant for the life of the development.

11. Maintenance. Any approved landscape plans are subject to being constructed and maintained as was presented for approval. This includes, but is not limited to, replacing dying or dead trees or shrubs, weeding landscape areas, mowing, etc.

(l) Utilities.

- 1. Adequate provision shall be made for storm water drainage, water supply and sewage treatment and disposal.
- 2. All telephone, electric and CATV service, including outdoor lighting on the property, shall be by underground conduit.
- 3. Fire Hydrants. Fire hydrants shall be installed at locations specified by the Township. Such hydrants shall be provided with appropriate water pressure and otherwise adequately maintained by the owner or owners of the dwelling units. All such hydrants shall conform to the standards of the National Board of Fire Underwriters or Township requirements, whichever is more restrictive.
- 4. Solid Waste, Including Recyclable Materials. Suitable provision shall be made for the orderly deposit and pick-up of solid waste, including recyclable materials. The locations and numbers of all facilities for such purposes shall be subject to approval by the Planning Board and shall meet all regulations of the Township Board of Health and applicable provisions of the Township Recycling Ordinance as well as the following:
  - a. Each receptacle shall be located in a completely enclosed building.
  - b. Buildings used solely for the purpose of housing receptacles shall be located at least five (5) feet from an internal roadway and shall otherwise meet the requirements for accessory buildings
  - c. Buildings used to house receptacles shall be so located as to permit convenient vehicular access.

(m) Roads on Master Plan

If a proposed road shown on the Township Master Plan is located on any property intended to be used for the development, the Planning Board may require that provision shall be made for the dedication and improvement of that portion of said road located within the property in question in accordance with Township road specifications. The area within the right-of-way of any such road may be included in the gross acreage of the property for the purpose of determining maximum density.

**(n) Developer's Obligation to Provide Affordable Housing Development.**

1. Prior to the issuance of any construction permit, or as a condition precedent to the grant of any approval of a development application by the Planning Board, Board of Adjustment or Zoning Officer, as applicable, a developer shall be required to enter into an agreement with the Township Committee to construct 24 low and moderate income, rental housing units at another site within the Township. The maximum number of market rate units on the site shall not exceed 54 units. At least 50% of the rental units shall be available to low income households with the remainder available to moderate income households. The required agreement shall make provisions for the developer's obligation to construct the affordable units at the other site and the phasing of construction of market units on the site shall provide for the construction of the affordable units in tandem with the market units according to the following phasing schedule: (a) the developer must submit a building permit application for the affordable housing at the other site by the time the first certificate of occupancy is issued for the market rate units on the site; (b) the developer must complete the foundation for the affordable housing at the other site by the time forty (40%) percent of the market rate units on the site are completed; (c) the certificate of occupancy for the affordable housing at the other site must be issued by the time seventy (70%) percent of the market rate units on the site are completed.

**(o) Adaptive Reuse of Building.**

1. The adaptive reuse of the existing residential structure shall meet the following standards to the maximum extent possible.
2. The existing residential structure has unique architectural features which shall be preserved through adaptive reuse of the structure.
3. The adaptive reuse of the structure shall consist of incorporating up to four (4) individual residential units on the second and third floors. The first floor of the structure shall be repurposed as a clubhouse.
4. The original elements of the front facade of the structure may not be substantially altered in size or appearance. Rehabilitation shall include restoring the building's front exterior facade to its original profile to the maximum extent reasonably feasible. Repairs should involve the least intervention possible, concentrating specifically on areas of deterioration. When repair is not possible, replacement in-kind is encouraged, reproducing by new construction the original feature exactly, including the original materials, finish, detailing and texture.
5. Remediation of hazardous material such as asbestos and lead, if present, shall be mitigated in accordance with federal and state requirements. The mitigation measures

must incorporate the restoration of existing architectural features to pre-existing conditions to the maximum extent possible.

**SECTION 2.** All other Ordinances, part of Ordinances, or other local requirements that are inconsistent or in conflict with this Ordinance are hereby repealed to the extent of any inconsistency or conflict, and the provisions of this Ordinance apply.

**SECTION 3.** Notwithstanding that any provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, all remaining provisions of the Ordinance shall continue to be of full force and effect.

**SECTION 4.** The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this Ordinance to the Morris County Planning Board and to all other persons or entities entitled thereto pursuant to N.J.S.A. 40:55D-15, including to the Clerk of adjoining municipalities. The Township Clerk shall execute Affidavits of Proof of Service of the notices required by this Section 3, and shall keep the Affidavits on file along with the Proof of Publication of the notice of the required public hearing on the proposed change.

**SECTION 5.** After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Township of Chatham for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Township Committee, within thirty-five (35) days after referral, a report including identification of any provisions in the proposed Ordinance which are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

**SECTION 6.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

**SECTION 7.** This Ordinance shall take effect immediately upon: (i) adoption; (ii) publication in accordance with the laws of the State of New Jersey; and (iii) filing of the final form of adopted Ordinance by the Clerk with the Morris County Planning Board pursuant to N.J.S.A. 40:55D-16.

Introduced: November 8, 2018

TOWNSHIP OF CHATHAM, COUNTY OF  
MORRIS, STATE OF NEW JERSEY

Adopted:

BY:

Attest:

Curt Ritter, Mayor

\_\_\_\_\_  
Gregory J. LaConte, Clerk