


Back up documentation for this agenda is available for review at the City Clerk's Office, 2nd Floor, 512 Springfield Avenue and at the Summit Free Public Library, 75 Maple Street.

Agenda, without attachments, is available on the City's website at www.cityofsummit.org



COMMON COUNCIL of the CITY OF SUMMIT

CLOSED SESSION AGENDA FOR TUESDAY, OCTOBER 15, 2013



7:00 p m – 7:20 p m

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

ADEQUATE NOTICE

RESOLUTION – Authorize Closed Session

Collective bargaining matters – NJSA 10:4-12.b (4)

- FMBA Update

Litigation and/or attorney-client privilege matters – NJSA 10:4-12.b (7)

- Ameripay Update

Appointments – NJSA 10.4-12.b (8)

**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 11/7 and 11/14.*

ADJOURN CLOSED SESSION



COMMON COUNCIL of the CITY OF SUMMIT
REGULAR MEETING AGENDA FOR TUESDAY, OCTOBER 15, 2013
7:30 P.M.

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

COMMITTEE MEETINGS SCHEDULE

Committee - Time - Attendees - Office

BUILDINGS AND GROUNDS COMMITTEE

Tuesday 8:00 am Dept. of Community Services
Drummond, Hurley, Kinney

FINANCE and PERSONNEL COMMITTEE

Thursday 4:00 pm – 6:00 pm Large Conference Room
Bomgaars, Rubino, Madden, Mayor Dickson, Cotter, Olsen, Hughes

GENERAL SERVICES COMMITTEE

Tuesday 9:00 am – 9:30 am Large Conference Room
Dill, Drummond, McNany, Leblein-Josephs

SAFETY COMMITTEE (Police and Fire)

Friday 7:00 am – 8:00 am Police Chief's Conf. Room
8:00 am – 9:00 am Police Chief's Conf. Room
Hurley, Bomgaars, Mayor Dickson, Cotter, Houck, Weck

WORKS COMMITTEE

Monday 5:30 pm – 6:30 pm Dept. of Community Services
Rubino, Dill, Kinney

LAW, Ad Hoc

meets as needed

Drummond, Dill, Hughes, Scrivo

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



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 3, 2013, 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 Channels 34 and 36 and Verizon Channel 30 and rebroadcast on Thursdays and Saturdays on HomeTowne TV – 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. To help facilitate an orderly meeting and to permit all to be heard, speakers are asked to limit their comments to approximately 3 minutes or so in length.

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

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

APPROVAL OF MINUTES

Regular and Closed Session Meetings – October 1, 2013

REPORTS

Mayor, Council President, City Administrator

ORDINANCE(S) FOR HEARINGS

Comments are solicited from Council members and the public.

<u>Number</u>	<u>Title</u>	<u>Introduction Date</u>
	<u>LAW</u>	
13-3031	Appoint City Solicitor from December 18 – 31, 2013	9/17/13
	<u>LAW</u>	
13-3032	Appoint City Solicitor from January 2014 to December 2014	9/17/13
	<u>WORKS</u>	
13-3033	Amend Streets and Sidewalks Ordinance – Road Openings (<i>5-year restriction on newly paved streets</i>)	9/17/13

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>
	<u>LAW</u>	
13-3031	Appoint City Solicitor from December 18 – 31, 2013	9/17/13
	<u>LAW</u>	
13-3032	Appoint City Solicitor from January 2014 to December 2014	9/17/13
	<u>WORKS</u>	
13-3033	Amend Streets and Sidewalks Ordinance – Road Openings (<i>5-year restriction on newly paved streets</i>)	9/17/13

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>
<u>GENERAL SERVICES</u>		
	Bond Ordinance Appropriating \$500,000 for the Improvement of the Family Aquatic Center Parking Lot	11/6/13 (Wed.)
<u>BUILDINGS AND GROUNDS</u>		
	Vacate 50-foot Right-of-Way on Middle Avenue	11/6/13 (Wed.)
<u>BUILDINGS AND GROUNDS</u>		
	Vacate Unnamed Alley next to 485 Springfield Avenue	11/6/13 (Wed.)
<u>BUILDINGS AND GROUNDS</u>		
	Vacate 50-foot Right-of-Way on Brantwood Drive	11/6/13 (Wed.)
<u>BUILDINGS AND GROUNDS</u>		
	Vacate 30-foot Right-of-Way on Springfield Avenue	11/6/13 (Wed.)

RESOLUTIONS

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

FINANCE/PERSONNEL

Certify 2012 Audit Review

GENERAL SERVICES

Authorize Execution An Agreement to Modify the Interlocal Services Agreement, Dated June 2012, with Union County

SAFETY

Accept Donation of Funds to Police Department from Celgene Corporation - \$5,000.00

BUILDINGS AND GROUNDS

1. Authorize Administrative Amendments to the Affordable Housing Trust Fund Spending Plan and Seeking COAH Review
2. Amend Resolution Granting Permission to Cross River Fiber Inc. – Change Submission Deadline for Performance Bond

CONSENT AGENDA

Staff reports are attached, as appropriate, when resolution is not self-explanatory. Matters authorizing action, licenses, or granting permission have met all department qualifications.

WORKS

Authorize Release of Performance Bond – 545 Morris Avenue “The Promenade”
- \$2,004.92

FINANCE/PERSONNEL

1. Authorize Dedication By Rider – Police and Fire Equipment Purchases
2. Cancel Reserve Balances – General Capital
3. Cancel Reserve Balances – Sewer Capital
4. Cancel Reserve Balances – Parking Capital
5. Authorize Redemption of Tax Sale Certificate
6. Apply Tax Credit – 2013 Tax Court Judgment
7. Refund Overpayment of 2013 Taxes – County Board Judgment
8. Authorize Sewer Connection Fees and Road Opening Deposit Refunds
9. Authorize Payment of Quarterly Taxes – County Purpose - \$9,034,390.88;
County Open Space - \$258,171.52 and SID Taxes - \$44,700.00
10. Authorize Parking Refunds - \$120.00
11. Authorize Payment of Bills - \$1,041,627.86

ITEMS FOR DISCUSSION, ACTION, OR REFERRAL

*(Comments are solicited from Council members **and the public**. Staff reports are attached as appropriate. Items are listed according to Council Committees, those in **italics** indicate secondary committee reference.)*

GENERAL SERVICES

Request from Summit Downtown, Inc. for Free Parking on Saturday after Thanksgiving

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. To help facilitate an orderly meeting and to permit all to be heard, speakers are asked to limit their comments to 3 minutes.*

PENDING ORDINANCES

<u>Number</u>	<u>Title</u>	<u>Hearing Date</u>
<u>FINANCE</u>		
13-3034	Amend 2013 Salary Ordinance (<i>Create Deputy Assessor and change Captains' salaries</i>) (<i>pending Closed Session discussion</i>)	11/6/13 (Wed.)
<u>LAW</u>		
13-3035	Amend Peddlers Ordinance (<i>youth organizations waive inspection of prepackaged foods</i>)	11/6/13 (Wed.)
<u>BUILDINGS AND GROUNDS</u>		
13-3036	Ordinance to Vacate Alley Adjacent to 75 Union Place	11/6/13 (Wed.)
<u>BUILDINGS AND GROUNDS</u>		
13-3037	Ordinance to Vacate Alley Parallel to George Street	11/6/13 (Wed.)
<u>BUILDINGS AND GROUNDS</u>		
13-3038	Ordinance to Vacate Right-of-Way in Lot Between 121 & 123 Passaic Avenue	11/6/13 (Wed.)

COUNCIL MEMBERS' COMMENTS/NEW BUSINESS**PRESENTATION(S) and LIASON, STAFF REPORTS****ADJOURNMENT REGULAR MEETING****CLOSED SESSION (if needed and authorized)****EXPLANATORY NOTE REGARDING CORRESPONDENCE, STAFF & LIAISON REPORTS, AND GENERAL INFORMATION ITEMS**

By the Friday morning before the meeting, the agenda and copies of letters, staff reports, and general information items are available for public inspection at the City Clerk's office, the public library reference desk, and the agenda only is on the City Hall bulletin board in the downstairs lobby. The agenda and relevant data also are provided to designated newspapers, and persons who have paid the appropriate fee.

Unless otherwise indicated, all items on the agenda are distributed only to Mayor, Council, Scott Olsen, Beth Kinney, Christopher Cotter, Library, Robert Weck, Joseph Houck, Thomas Scrivo and the Press and provided with the official "Board" copy for review by the public. 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, 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.)

1. Letters:
 - a. Governor Christie advising of his veto of A-1857 which would have made the Municipal Clerks Association President a member of the State's Government Records Council which regulates the Open Public Records Act.
 - b. Comcast, re Channel and Billing Changes
2. Ordinances and Resolutions other Governing Bodies:
 - a. New Providence, ordinance amending Zoning Regulations, re minimum required off-street parking
3. Newsletters:
 - a. NJDEP – Super Storm Sandy: Waterway Debris Removal Project Message to Municipalities
4. Minutes, Reports, etc. from the following:
 - a. Community Services Department – 2nd Quarter 2013
 - b. Education, Board of – 7/11/13; 7/17/13
 - c. Fire Department – 9/13

ORDINANCES & RESOLUTIONS EXPLANATIONS:

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

Ordinances:

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

Resolutions:

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

Pending

Law (OH)
#1

Ordinance #:	13-3031
Introduction Date:	9/17/13
Hearing Date:	10/15/13
Passage Date:	

AN ORDINANCE TO AMEND THE CODE, CHAPTER II, ADMINISTRATION, SECTION 2-8 CITY SOLICITOR (*Appoint City Solicitor*)

WHEREAS, the current term for Thomas P. Scrivo as the municipal attorney [City Solicitor] for a one [1] year term began on December 18, 2012 and ends on December 17, 2013, and

WHEREAS, said term does not coincide with other annual professional contract terms and it is the desire of the Common Council to have this contract be for a calendar year, and

WHEREAS, in order to correct this situation it is necessary to have a short term contract for Thomas P. Scrivo to serve as the municipal attorney [City Solicitor] for the remainder of 2013.

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

Section 1. That **CHAPTER II, ADMINISTRATION, SECTION 2-8 CITY SOLICITOR** of the Code be amended and supplemented as follows:

2-8 CITY SOLICITOR

That Thomas P. Scrivo is hereby appointed as the municipal attorney [City Solicitor] for a term to begin December 18, 2013 and end December 31, 2013.

Section 2. This ordinance shall be effective immediately upon publication after final passage as provided by law.

Dated:

I, David L. Hughes, City Clerk of the City of Summit, do hereby certify that the foregoing ordinance was duly passed by the Common Council of said City at a regular meeting held on Tuesday evening,.

Approved:

Mayor

City Clerk

Pending

Law (0#)
#2

Ordinance #:	13-3032
Introduction Date:	9/17/13
Hearing Date:	10/15/13
Passage Date:	

**AN ORDINANCE TO AMEND THE CODE, CHAPTER II, ADMINISTRATION,
SECTION 2-8 CITY SOLICITOR (*Appoint City Solicitor*)**

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

Section 1. That **CHAPTER II, ADMINISTRATION, SECTION 2-8 CITY SOLICITOR** of the Code be amended and supplemented as follows:

2-8 CITY SOLICITOR

Pursuant to NJSA 40A:9-139, Attorney; appointment; term, Thomas P. Scrivo is hereby appointed as the municipal attorney [City Solicitor] for a one [1] year term to begin January 1, 2014 and ending December 31, 2014.

Section 2. This ordinance shall be effective immediately upon publication after final passage as provided by law.

Dated:

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

Approved:

Mayor

City Clerk

Pending

J. Stokes
(OH)

Ordinance #:	13-3033
Introduction Date:	9/17/13
Hearing Date:	10/15/13
Passage Date:	
Effective Date:	

AN ORDINANCE AMENDING THE CODE, CHAPTER XVIII, SECTION 18-3, EXCAVATION OF STREETS, SUBSECTION 18-3.1, ROAD OPENINGS; PERMIT REQUIRED *(5-year restriction on newly paved streets)*

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

Section 1. That **CHAPTER XVIII, STREETS AND SIDEWALKS, SECTION 18-3, EXCAVATION OF STREETS, SUBSECTION 18-3.1, Road Openings; Permit Required** of the Code be and it is hereby amended and supplemented to create a new paragraph as follows:

18-3.1 Road Openings; Permit Required.

e. On newly paved streets, there shall be a five (5) year restriction on the issuance of road opening permits. Exceptions shall be granted for utility emergencies, utility openings that impact the safety and welfare of property owners, (e.g. generators) or if the applicant is able to prove undue hardships. Undue hardships shall be approved at the discretion of the City Engineer. In the event that an exception is granted during the moratorium, the applicant shall be responsible to limit the disruption as much as possible, saw cut all excavations, and restore the trench to its original condition including, but not limited to the pavement, surface treatments, and striping. All repair paving shall be completed utilizing infra-red technology within one (1) week of the trench repair. A non-refundable fee of \$500 will be charged to open a road within its moratorium. The inspection fee would be \$150 and the trench must be compacted in 12" lifts. A refundable deposit would still be required in accordance with section b, above.

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

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

Dated:

I, David L. Hughes City Clerk of the City of Summit, do hereby certify that the foregoing ordinance was duly passed by the Common Council of said City at a regular meeting held on Tuesday evening,.

Approved:

Mayor

City Clerk

YS (OI)

Ordinance #:	
Introduction Date:	
Hearing Date:	
Passage Date:	
Effective Date: <i>(barring any objections)</i>	

BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE FAMILY AQUATIC CENTER PARKING LOT IN AND BY THE CITY OF SUMMIT, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$476,000 BONDS OR NOTES OF THE CITY FOR FINANCING SUCH APPROPRIATION. *(Family Aquatic Center Parking Lot Improvements)*

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 improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The City of Summit, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$500,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$24,000 as the down payment for said improvement or purpose required by law 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 improvement or purpose and to meet the part of said \$500,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the City are hereby authorized to be issued in the principal amount of \$476,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the City in a principal amount not exceeding \$476,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the Family Aquatic Center parking lot in and by the City by the surfacing or resurfacing thereof, including all drainage facilities, curbing, milling, striping, structures, equipment, site work, 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 Engineer and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$476,000.

(c) The estimated cost of said purpose is \$500,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$24,000 down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and 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 benefitted thereby.

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is ten (10) 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 \$476,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$50,000 for interest on said obligations, costs of issuing said obligations 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 cost of said improvement and is 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 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, David L. Hughes, City Clerk of the City of Summit, do hereby certify that the foregoing ordinance was duly passed by the Common Council of said City at a regular meeting held on

Approved:

Mayor

City Clerk



TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer

DATE: September 24, 2013

COPY: Judith Josephs, Director - Department of Community Programs

SUBJECT: Bond Ordinance Introduction - Family Aquatic Center Parking Lot Improvements

The parking lot at the Family Aquatic Center (FAC) needs to be completely reconstructed. Over the last several years the City's DPW has made repairs but the condition of the parking lot has deteriorated such that a full reconstruction is needed. Funding for this project has been delayed several years as two (2) major issues remain. These include the excess flooding of the FAC grounds from the detention basin at Jefferson School and the alignment of the Jefferson and FAC driveway which were directly adjacent to one another.

The access driveway to the FAC is technically located on Board of Education property but is used both by the BOE as an exit and the FAC as a primary access. Additionally, BOE staff utilizes the FAC parking lot during the school year. Thanks to an agreement by the BOE within their capital budget, it was agreed that this project will be undertaken jointly in a unique shared service of City and BOE resources. Since the FAC and BOE operate on opposite schedules, timing of this project will be critical.

To date, the City has met with the BOE Engineer's to develop a concept plan that is mutually beneficial and can be completed with minimal disruption to either entity. The plan entails the following:

- Relocating the FAC driveway approximately 8 feet west to permit the installation of a sidewalk on the east side of the driveway.
- Separation of the two (2) driveways by approximately thirty feet.
- Connection of the BOE detention outfall pipe directly to the City storm sewer within the FAC parking lot. (This storm sewer was installed in 2007 in anticipation of the connection)
- Continuation of the sidewalk from the access driveway to the entrance of the FAC.
- Bike rack installation.
- Curb repair/installation.
- Landscaped island installation.
- Full repaving of the parking lot area.
- ADA compliance of the parking spaces.

It is anticipated that the City will utilize both private contractors and DPW forces to reduce cost and to gain better control over the construction schedule. Funding of the shared areas will be split by BOE and the City while the BOE would fully fund the cost of the drainage connection.

A preliminary schedule for this project is as follows:

- October 1, 2013 - Ordinance introduction.
- November 6, 2013 - Ordinance hearing.
- January 2014 - Request authorization to bid.
- February 2014 - Install temporary driveway by DPW forces.
- April 2014 - Install new driveway from FAC and all curbing.
- May 2014 - Complete all paving, drainage work (DPW or private)

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



B:G
(OI) #1

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

AN ORDINANCE TO VACATE A 50 FOOT RIGHT-OF-WAY OF MIDDLE AVENUE ADJACENT TO BLOCK 3708, LOT 1 AND BLOCK 3803, LOTS 1 AND 2 IN THE CITY OF SUMMIT, COUNTY OF UNION AND STATE OF NEW JERSEY AND TO RELEASE ALL PUBLIC RIGHTS AND INTERESTS THEREIN RESULTING FROM ANY DEDICATION THEREOF. [Vacate Middle Ave 50' ROW]

WHEREAS, it appears that there is no longer a need for the public interest in a 50 Foot Right-Of-Way of Middle Avenue adjacent to Block 3708, Lot 1 and Block 3803, Lots 1 and 2 in the City of Summit, County of Union and State of New Jersey.

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

Section 1. That the public interest a in 50 Foot Right-Of-Way of Middle Avenue adjacent to Block 3708, Lot 1 and Block 3803, Lots 1 and 2 in the City of Summit, County of Union and State of New Jersey, more particularly described In Exhibits A and B attached, subject to all rights and privileges by easement or otherwise set forth in NJSA 40:67-1 and reserving and excepting any drainage and/or utility easement retained by the City of Summit as shown on Exhibit B, be and same is hereby vacated and relinquished, and all public rights and interests resulting from any easement of said premises, be and the same are hereby released and extinguished.

Section 2. That notice of the introduction of this ordinance shall be mailed to every person whose lands may be affected by the ordinance.

Section 3. That after publication after final adoption, a certified copy of ordinance together with proof of publication shall be forwarded to the Union County Register's Office, Court House, Elizabeth, New Jersey, and thereafter the Register's Certificate indicating the Book and Page of the recorded Vacation shall be attached to the Ordinance.

Section 4. This ordinance shall take effect immediately in the manner provided by law.

Dated:

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

Approved:

Mayor

Deputy City Clerk



TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer

DATE: October 10, 2013

SUBJECT: Ordinance to Vacate a 50-Foot Right-of-Way on Middle Avenue

The Engineering Division has compiled a list of all parcels and right-of-ways that are currently owned and/or maintained by the City. At completion of the list, the Division began a thorough investigation into the possible vacation, sale, or abandonment of each. At this time, four (4) additional right-of-ways have been identified for disposal and are being recommended to be vacated by order of the Common Council. The specific right-of-ways are:

1. Brantwood Drive 50' ROW between Block 2203, Lot 1 and Block 2206, Lot 1. Unimproved.
2. Middle Avenue 50' ROW adjacent to Block 3708, 26 Morris & Essex Turnpike, north side of Route 24.
3. Unnamed Alley 12'-16' wide adjacent to Block 1911 Lots 4 & 5 (485-487 Springfield Avenue).
4. Springfield Avenue 30' ROW adjacent to Block 3401, Lot 53 and Block 3401, Lot 54. (166 & 162 Springfield Avenue), across from Argyle Court.

If approved, the City will update the tax maps and acquire easements as needed for any sewer or drainage easements. This would be completed as part of the annual contract with the City's Surveyor. All revisions to the deeds for the individual parcels that may gain land as a result of the vacation would be the responsibility of the property owner.

A letter was sent to the adjacent property owners on October 10, 2013.



Hatch Mott
MacDonald

Hatch Mott MacDonald
Perryville III
53 Frontage Rd., Suite 170
Hampton, NJ 08827
T 908.730.6000 www.hatchmott.com

June 3, 2013

A PORTION OF MIDDLE AVENUE

TO BE VACATED WITHIN

CITY OF SUMMIT, UNION COUNTY, NEW JERSEY

Any public rights to that portion of Middle Avenue (50' wide per tax map) to be vacated, said portion being located northeast of New Jersey Route 24 Freeway, beginning at said Route 24 and running northeasterly to the Millburn Township line, and as shown on attached sketch.

Subject to any easements or restrictions either recorded or unrecorded.

Subject to the rights of any utilities located within the above described vacation.

Subject to right-of-ways dedicated to the State.

Checked by: JC

THE CITY OF
SUMMIT, N.J.



BOROUGH OF MOUNTAINSIDE

TOWNSHIP OF SPRINGFIELD

TOWNSHIP OF MILLBURN

BOROUGH OF CHATHAM

PASSAIC

TOWNSHIP OF CHATHAM

BOROUGH OF NEW PROVIDENCE

OF BERKELEY HEIGHTS

RIVER

INTERSTATE 78

OLIVIER AVENUE

UNION

TOWNSHIP OF SPRINGFIELD

B:G (01) #2

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

AN ORDINANCE TO VACATE AN UNNAMED ALLEY 12 FEET TO 16 FEET WIDE ADJACENT TO BLOCK 1911 LOTS 4 AND 5 IN THE CITY OF SUMMIT, COUNTY OF UNION AND STATE OF NEW JERSEY AND TO RELEASE ALL PUBLIC RIGHTS AND INTERESTS THEREIN RESULTING FROM ANY DEDICATION THEREOF.
[Vacate unnamed alley next to 485 Springfield Ave.]

WHEREAS, it appears that there is no longer a need for the public interest in an Unnamed Alley 12 feet to 16 feet wide adjacent to Block 1911 Lots 4 and 5 next to 485 Springfield Avenue in the City of Summit, County of Union and State of New Jersey.

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

Section 1. That the public interest in an Unnamed Alley 12 f to 16 feet adjacent to Block 1911 Lots 4 and 5 next to 485 Springfield Avenue in the City of Summit, County of Union and State of New Jersey, more particularly described In Exhibits A and B attached, subject to all rights and privileges by easement or otherwise set forth in NJSA 40:67-1 and reserving and excepting any drainage and/or utility easement retained by the City of Summit as shown on Exhibit B, be and same is hereby vacated and relinquished, and all public rights and interests resulting from any easement of said premises, be and the same are hereby released and extinguished.

Section 2. That notice of the introduction of this ordinance shall be mailed to every person whose lands may be affected by the ordinance.

Section 3. That after publication after final adoption, a certified copy of ordinance together with proof of publication shall be forwarded to the Union County Register's Office, Court House, Elizabeth, New Jersey, and thereafter the Register's Certificate indicating the Book and Page of the recorded Vacation shall be attached to the Ordinance.

Section 4. This ordinance shall take effect immediately in the manner provided by law.

Dated:

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

Deputy City Clerk

Approved:

Mayor



TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer

DATE: October 10, 2013

SUBJECT: Ordinance to Vacate an Unnamed Alley Next to 485 Springfield Avenue

The Engineering Division has compiled a list of all parcels and right-of-ways that are currently owned and/or maintained by the City. At completion of the list, the Division began a thorough investigation into the possible vacation, sale, or abandonment of each. At this time, four (4) additional right-of-ways have been identified for disposal and are being recommended to be vacated by order of the Common Council. The specific right-of-ways are:

1. Brantwood Drive 50' ROW between Block 2203, Lot 1 and Block 2206, Lot 1. Unimproved.
2. Middle Avenue 50' ROW adjacent to Block 3708, 26 Morris & Essex Turnpike, north side of Route 24.
3. Unnamed Alley 12'-16' wide adjacent to Block 1911 Lots 4 & 5 (485-487 Springfield Avenue).
4. Springfield Avenue 30' ROW adjacent to Block 3401, Lot 53 and Block 3401, Lot 54. (166 & 162 Springfield Avenue), across from Argyle Court.

If approved, the City will update the tax maps and acquire easements as needed for any sewer or drainage easements. This would be completed as part of the annual contract with the City's Surveyor. All revisions to the deeds for the individual parcels that may gain land as a result of the vacation would be the responsibility of the property owner.

A letter was sent to the adjacent property owners on October 10, 2013.



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
Perryville III
53 Frontage Rd., Suite 170
Hampton, NJ 08827
T 908.730.6000 www.hatchmott.com

June 3, 2013

A VARIABLE WIDTH UNNAMED ALLEY

TO BE VACATED WITHIN

CITY OF SUMMIT, UNION COUNTY, NEW JERSEY

Any public rights to a variable width unnamed alley to be vacated, said alley beginning at the intersection of Kent Place Boulevard and Springfield Avenue, running within Block 1911 between lots 4 & 5, north 140 feet, more or less, then east 50 feet, more or less, and as shown on attached sketch.

Subject to any easements or restrictions either recorded or unrecorded.

Subject to the rights of any utilities located within the above described vacation.

Reserving rights but not the obligation to a maintenance easement located within 10 feet of existing drainage features.

Checked by: JC




REFERENCE:

CITY OF SUMMIT, UNION COUNTY, NEW JERSEY TAX MAP SHEET 19.

DIMENSIONS SHOWN HEREON WERE CALCULATED BASED ON ABOVE LISTED DEEDS, SCALED (±) AND TAX MAPS (T) AND ARE SHOWN PICTORIALY. LOCATION OF VACATED ROAD MUST BE FIELD VERIFIED.

RESERVING RIGHTS BUT NOT THE OBLIGATION TO A MAINTENANCE EASEMENT LOCATED WITHIN 10 FEET OF EXISTING DRAINAGE FEATURES.

		PAMELA L. MATHEWS, PROFESSIONAL ENGINEER, LAND SURVEYOR NEW JERSEY LICENSE NO. 41181	
Date	Revision		
Job: 311784		<p>PARCEL MAP VACATION OF ALLEY ALONG BLOCK 1911 - LOTS 4 & 5 IN THE CITY OF SUMMIT UNION COUNTY, NEW JERSEY</p>	
File: SUMMIT R/W VACATIONS			
Book:	Page:		
Drawn: SLY	Checked: JJC		
Scale: 1"= 60'	Sht. No.		
Date: 5/2013			
Drawing No.: 1397-H		 <p>Hatch Mott MacDonald</p> <p>Certificate No. 24GA28016600</p> <p>Perryville III 53 Frontage Road, Suite 170 Hampton, New Jersey 08827</p>	

THE CITY OF
SUMMIT, N.J.



BOROUGH OF MOUNTAINSIDE

TOWNSHIP OF SPRINGFIELD

OF BERKELEY HEIGHTS

TOWNSHIP OF MILLBURN

BOROUGH OF CHATHAM

PASSAIC

TOWNSHIP OF CHATHAM

BOROUGH OF NEW PROVIDENCE

RIVER

BOROUGH OF MOUNTAINSIDE

TOWNSHIP OF SPRINGFIELD

OF BERKELEY HEIGHTS

TOWNSHIP OF MILLBURN

BOROUGH OF CHATHAM

PASSAIC

TOWNSHIP OF CHATHAM

BOROUGH OF NEW PROVIDENCE

RIVER

2:61(01) #3

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

AN ORDINANCE TO VACATE A 50 FOOT RIGHT-OF-WAY OF BRANTWOOD DRIVE BETWEEN BLOCK 2203, LOT 1 AND BLOCK 2206, LOT 1 IN THE CITY OF SUMMIT, COUNTY OF UNION AND STATE OF NEW JERSEY AND TO RELEASE ALL PUBLIC RIGHTS AND INTERESTS THEREIN RESULTING FROM ANY DEDICATION THEREOF. [Vacate Brantwood Drive 50' ROW]

WHEREAS, it appears that there is no longer a need for the public interest in a 50 Foot Right-Of-Way of Brantwood Drive between Block 2203, Lot 1 and Block 2206, Lot 1 in the City of Summit, County of Union and State of New Jersey.

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

Section 1. That the public interest in a 50 Foot Right-Of-Way of Brantwood Drive between Block 2203, Lot 1 and Block 2206, Lot 1 in the City of Summit, County of Union and State of New Jersey, more particularly described In Exhibits A and B attached, subject to all rights and privileges by easement or otherwise set forth in NJSA 40:67-1 and reserving and excepting any drainage and/or utility easement retained by the City of Summit as shown on Exhibit B, be and same is hereby vacated and relinquished, and all public rights and interests resulting from any easement of said premises, be and the same are hereby released and extinguished.

Section 2. That notice of the introduction of this ordinance shall be mailed to every person whose lands may be affected by the ordinance.

Section 3. That after publication after final adoption, a certified copy of ordinance together with proof of publication shall be forwarded to the Union County Register's Office, Court House, Elizabeth, New Jersey, and thereafter the Register's Certificate indicating the Book and Page of the recorded Vacation shall be attached to the Ordinance.

Section 4. This ordinance shall take effect immediately in the manner provided by law.

Dated:

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

Approved:

Mayor

Deputy City Clerk



TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer

DATE: October 10, 2013

SUBJECT: Ordinance to Vacate Brantwood Drive 50' Right-of-Way

The Engineering Division has compiled a list of all parcels and right-of-ways that are currently owned and/or maintained by the City. At completion of the list, the Division began a thorough investigation into the possible vacation, sale, or abandonment of each. At this time, four (4) additional right-of-ways have been identified for disposal and are being recommended to be vacated by order of the Common Council. The specific right-of-ways are:

1. Brantwood Drive 50' ROW between Block 2203, Lot 1 and Block 2206, Lot 1. Unimproved.
2. Middle Avenue 50' ROW adjacent to Block 3708, 26 Morris & Essex Turnpike, north side of Route 24.
3. Unnamed Alley 12'-16' wide adjacent to Block 1911 Lots 4 & 5 (485-487 Springfield Avenue).
4. Springfield Avenue 30' ROW adjacent to Block 3401, Lot 53 and Block 3401, Lot 54. (166 & 162 Springfield Avenue), across from Argyle Court.

If approved, the City will update the tax maps and acquire easements as needed for any sewer or drainage easements. This would be completed as part of the annual contract with the City's Surveyor. All revisions to the deeds for the individual parcels that may gain land as a result of the vacation would be the responsibility of the property owner.

A letter was sent to the adjacent property owners on October 10, 2013.



Hatch Mott
MacDonald

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T 908.730.6000 www.hatchmott.com

June 3, 2013

A PORTION OF BRANTWOOD DRIVE

TO BE VACATED WITHIN

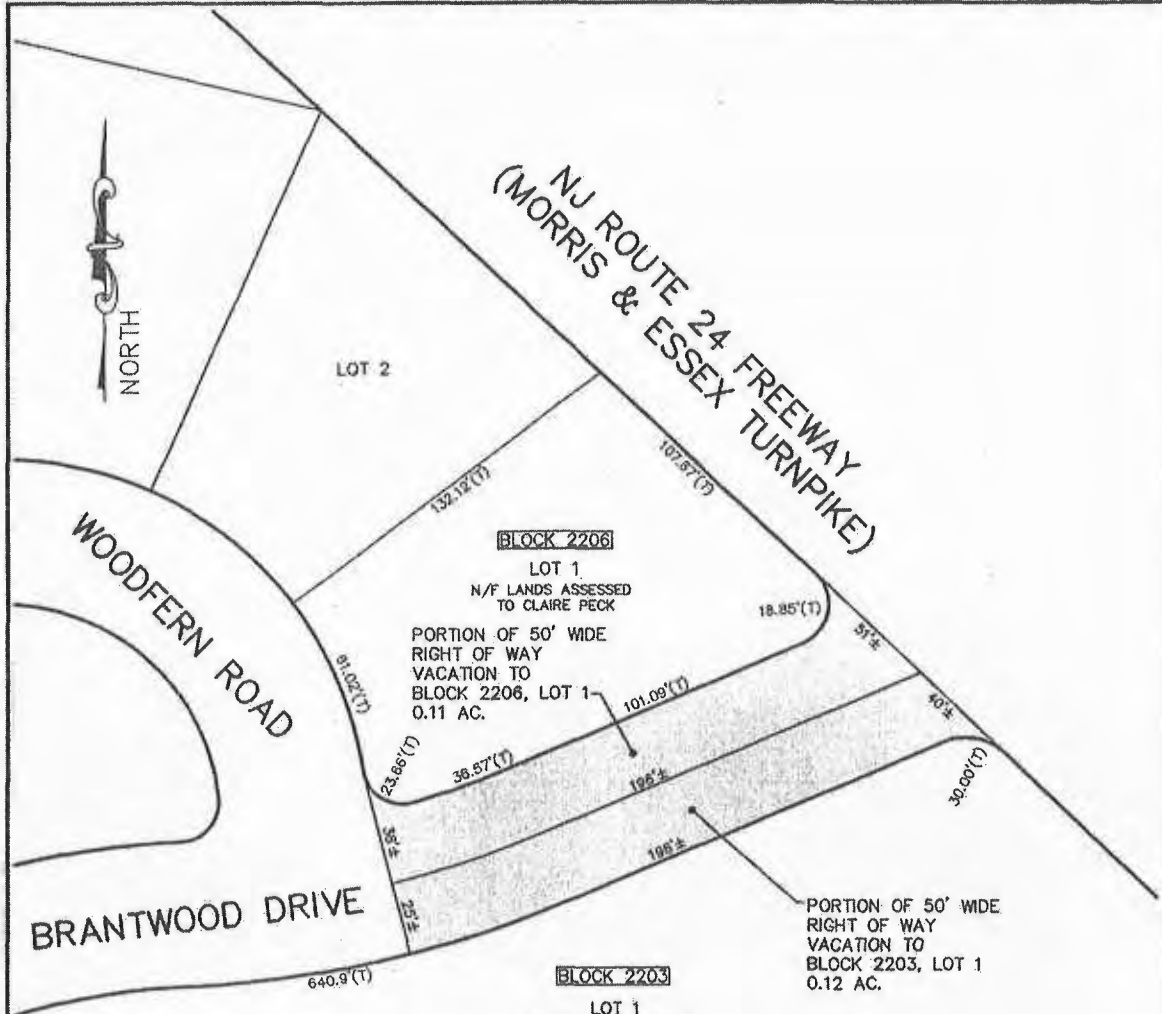
CITY OF SUMMIT, UNION COUNTY, NEW JERSEY

Any public rights to that portion of Brantwood Drive (a 50 foot wide right-of-way per tax map) to be vacated, said portion being located northeast of Woodfern Road, beginning at Woodfern Road and running easterly to New Jersey Route 24 Freeway, as shown on attached sketch.

Subject to any easements or restrictions either recorded or unrecorded.

Subject to the rights of any utilities located within the above described vacation.


Checked by: JC



REFERENCE:

CITY OF SUMMIT, UNION COUNTY, NEW JERSEY TAX MAP SHEET 22.

DIMENSIONS SHOWN HEREON WERE CALCULATED BASED ON ABOVE LISTED DEEDS, SCALED (±) AND TAX MAPS (T) AND ARE SHOWN PICTORIALY. LOCATION OF VACATED ROAD MUST BE FIELD VERIFIED.

		PAMELA L. MATHEWS, PROFESSIONAL ENGINEER, LAND SURVEYOR NEW JERSEY LICENSE NO. 41181	
Date	Revision		
Job: 311784		<p>PARCEL MAP VACATION OF RIGHT OF WAY ALONG BLOCK 2206 - LOT 1 BLOCK 2203 - LOT 1 IN THE CITY OF SUMMIT UNION COUNTY, NEW JERSEY</p>	
File: SUMMIT R/W VACATIONS			
Book:	Page:		
Drawn: SLY	Checked: JC		
Scale: 1"= 50'	Sht. No.		
Date: 5/2013			
Drawing No.: 1398-H		 <p>Hatch Mott MacDonald Certificate No. 24GA28016600 Perryville III 53 Frontage Road, Suite 170 Hampton, New Jersey 08827 Tel: 908 736 6600 Fax: 908 736 6600</p>	

THE CITY OF
SUMMIT, N.J.



OF BERKELEY HEIGHTS

BOROUGH OF MOUNTAINSIDE

TOWNSHIP OF SPRINGFIELD

TOWNSHIP OF MILLBURN

BOROUGH OF CHATHAM

PASSAIC

TOWNSHIP OF CHATHAM

BOROUGH OF NEW PROVIDENCE

RIVER



2461(01)
#4

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

AN ORDINANCE TO VACATE A 30 FOOT RIGHT-OF-WAY OF SPRINGFIELD AVENUE BETWEEN BLOCK 3401, LOTS 53 AND 54 IN THE CITY OF SUMMIT, COUNTY OF UNION AND STATE OF NEW JERSEY AND TO RELEASE ALL PUBLIC RIGHTS AND INTERESTS THEREIN RESULTING FROM ANY DEDICATION THEREOF. [Vacate Springfield Ave. 50' ROW – Across from Argyle Ct.]

WHEREAS, it appears that there is no longer a need for the public interest in a 30 Foot Right-Of-Way of Springfield Avenue adjacent to Block 3401, Lots 53 and 54 in the City of Summit, County of Union and State of New Jersey.

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

Section 1. That the public interest in a 50 Foot Right-Of-Way of 30 Foot Right-Of-Way of Springfield Avenue adjacent to Block 3401, Lots 53 and 54 in the City of Summit, County of Union and State of New Jersey, more particularly described In Exhibits A and B attached, subject to all rights and privileges by easement or otherwise set forth in NJSA 40:67-1 and reserving and excepting any drainage and/or utility easement retained by the City of Summit as shown on Exhibit B, be and same is hereby vacated and relinquished, and all public rights and interests resulting from any easement of said premises, be and the same are hereby released and extinguished.

Section 2. That notice of the introduction of this ordinance shall be mailed to every person whose lands may be affected by the ordinance.

Section 3. That after publication after final adoption, a certified copy of ordinance together with proof of publication shall be forwarded to the Union County Register's Office, Court House, Elizabeth, New Jersey, and thereafter the Register's Certificate indicating the Book and Page of the recorded Vacation shall be attached to the Ordinance.

Section 4. This ordinance shall take effect immediately in the manner provided by law.

Dated:

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

Approved:

Mayor

Deputy City Clerk



TO: Mayor and Common Council

FROM: Aaron Schrager, City Engineer

DATE: October 10, 2013

SUBJECT: Ordinance to Vacate Springfield Avenue 50-Foot Right-of-Way - Across from Argyle Court

The Engineering Division has compiled a list of all parcels and right-of-ways that are currently owned and/or maintained by the City. At completion of the list, the Division began a thorough investigation into the possible vacation, sale, or abandonment of each. At this time, four (4) additional right-of-ways have been identified for disposal and are being recommended to be vacated by order of the Common Council. The specific right-of-ways are:

1. Brantwood Drive 50' ROW between Block 2203, Lot 1 and Block 2206, Lot 1. Unimproved.
2. Middle Avenue 50' ROW adjacent to Block 3708, 26 Morris & Essex Turnpike, north side of Route 24.
3. Unnamed Alley 12'-16' wide adjacent to Block 1911 Lots 4 & 5 (485-487 Springfield Avenue).
4. Springfield Avenue 30' ROW adjacent to Block 3401, Lot 53 and Block 3401, Lot 54. (166 & 162 Springfield Avenue), across from Argyle Court.

If approved, the City will update the tax maps and acquire easements as needed for any sewer or drainage easements. This would be completed as part of the annual contract with the City's Surveyor. All revisions to the deeds for the individual parcels that may gain land as a result of the vacation would be the responsibility of the property owner.

A letter was sent to the adjacent property owners on October 10, 2013.



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
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T 908.730.6000 www.hatchmott.com

June 3, 2013

A 30' WIDE UNNAMED ROAD

TO BE VACATED WITHIN

CITY OF SUMMIT, UNION COUNTY, NEW JERSEY

Any public rights to a 30 foot wide unnamed road to be vacated, said road beginning at Springfield Avenue running southwesterly 240 feet, more or less, within Block 3401, between lots 53 & 54 to lot 49 and as shown on attached sketch.

Subject to any easements or restrictions either recorded or unrecorded.

Subject to the rights of any utilities located within the above described vacation.

Reserving rights but not the obligation to a maintenance easement located within 10 feet of existing drainage features.

Checked by: JC

THE CITY OF
SUMMIT, N.J.



BOROUGH OF MOUNTAINSIDE

TOWNSHIP OF SPRINGFIELD

OF BERKELEY HEIGHTS

TOWNSHIP OF MILLBURN

BOROUGH OF CHATHAM

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PASSAIC

TOWNSHIP OF CHATHAM

BOROUGH OF NEW PROVIDENCE

RIVER

**CERTIFY 2012
AUDIT REVIEW**

Im/Res (P)

October 15, 2013

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2012 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Summit, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk



RESOLUTION (ID # 2115)

DOC ID: 2115

TO: Mayor and Common Council
FROM: Scott Olsen, City Treasurer
DATE: October 9, 2013
SUBJECT: Certify 2012 Audit Review

SUMMARY

In this meeting's packet you'll find a *revised* copy of the 2012 Audit Report, modified to reflect the NJ DEP v. Occidental Chemical which named the City as a third party ; a Corrective Action Plan identifying actions we will undertake to address and correct the audit findings will be presented at a later time.

At this meeting, you will have the opportunity to sign an affidavit indicating you have read – at minimum – the Comments and Recommendations section of the audit document beginning on page 194.

In addition to the affidavit is this resolution for your approval, which certifies to the Local Finance Board you have read the appropriate sections of the audit. I recommend your approval of this resolution.

GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY

NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF UNION

We, members of the governing body of the City of Summit, in the County of Union, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Common Council of the City of Summit in the county of Union;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2012;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

David L. Hughes, City Clerk

Sworn to and subscribed before me this
_____ Day of _____

Notary Public of New Jersey

The Municipal Clerk or Deputy Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

**AUTHORIZE EXECUTION OF INTERLOCAL
SERVICES AGREEMENT MODIFICATION
WITH UNION COUNTY – 2013-2014 CDBG PROGRAMS**

JS (R)

October 15, 2013

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

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

WHEREAS, it is in the best interest of the City of Summit and the County of Union in cooperation with each other to enter into a modification of the Inter-local Services Agreement pursuant to N.J.S.A. 40:8A-1.

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

That the agreement entitled "Agreement to Modify Interlocal Services Agreement, dated June 2012, for the Purpose of Inserting a Description of Activities to be funded in the 2013-2014 Consolidated Plan of the County of Union, a copy of which is attached hereto, be executed by the Mayor and City Clerk in accordance with the provisions of law.

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

Dated: October 5, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk

AGREEMENT

An agreement to modify Interlocal Services Agreement, dated June 2012, as amended, for the purpose of inserting a Description of Activities for the FY 2013-2014, Union County Community Development Block Grant Program.

WHEREAS, this contract, the Interlocal Services Agreement, dated June 2012, was entered into by various parties, including the City of Summit, and

WHEREAS, in order to meet federal requirements there must be a binding agreement in effect, and

NOW, THEREFORE, it is mutually agreed that the Interlocal Services Contract dated June 2012, be amended by adding the following Section:

Description of Activities to be funded in the 2013-2014 Consolidated Plan of the County of Union.

City of Summit

Ellen Dickson, Mayor – City of Summit

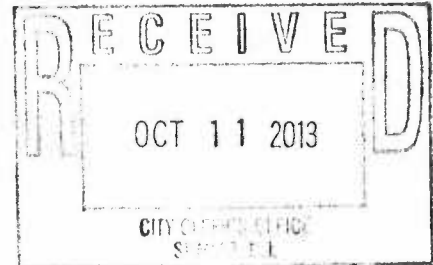
ATTEST: _____
Rosalia M. Licatase, Deputy City Clerk

Dated: _____

HOUSING AUTHORITY of the CITY OF SUMMIT

Office of the Executive Director

MEMO



Date: 10/10/2013

To: Rosemary Licatase, City of Summit
Deputy City Clerk

From: Joseph M. Billy, Jr. 

Re: Amended Inter-Local Agreement
City of Summit and the County of Union
Fiscal Year 2013-2014 CDBG Grants

As per the attached correspondence from the County of Union, it is time to adopt the annual amendment to the Inter-Local Agreement between the City of Summit and the County of Union for distribution of this year's CDBG grants.

The adoption of this amendment is an annual perfunctory action required to receive funding for the approved grants. The amendment should be approved by the General Services Committee at its earliest convenience with a recommendation to the Common Council for its adoption at its next scheduled meeting.

Attached are a sample resolution and modification agreement to serve as a model. Your office processed similar documents in September 2012 for council adoption and should follow that same format for this year's amendment. Also attached is the "Description of Activities to be funded with the 2013-2014 grants" which should be attached to this year's resolution.

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

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

Thanks

Cc: R. McNany, City of Summit

**Description of Activities to be funded
in the 2013-2014 Consolidated Plan of
the County of Union.**

Facilities Year 39 Final Allocation

\$500,000.00

Account #	Township	Project Name	Approved Allocation
013-009	Countywide	The Arc's Residential Improvement Project	\$51,000.00
013-013	Countywide	Occupational Center - Roof Replacement Project	\$100,000.00
013-015	Kenilworth	Oswald Nitschke House - Barrier Free Upgrades	\$20,000.00
013-030	Linden	Morningstar Senior Building - Roof Replacement Project	\$25,000.00
013-045	Plainfield Non-Profit	Neighborhood Health Services Corp - Vision Suite Rehabilitation	\$25,000.00
013-047	Plainfield Non-Profit	BUF Health & Human Services - Boiler Replacement/Fuel Conversion Project	\$22,000.00
013-050	Plainfield	UCPC Behavioral Healthcare, Inc - Elevator	\$20,000.00
013-051	Plainfield	Multi Park Bathroom Facility Upgrades	\$100,000.00
013-056	Rahway Non-Profit	Rahway Housing Authority - JFK Apts Generator Switch	\$12,000.00
013-057	Rahway Non-Profit	Rahway Housing Authority - ADA Apartment upgrades	\$30,000.00
013-059	Roselle	Roselle Senior Citizens Comm. Center Renovations - Electrical	\$15,000.00
013-064	Summit	Summit Housing Authority - Energy Efficient Windows deteriorated	\$20,000.00
013-065	Scotch Plains	Scotch Plains Senior Housing Facility Improvements - deteriorated Windows	\$20,000.00
013-080	Westfield	Westfield Community Center - Heating System	\$40,000.00
		Sub - Total	\$500,000.00

Public Improvements Year 39 Final Allocation

\$1,000,000.00

Account #	Township	Project Name	Approved Allocation
013-110	Clark	ADA Ramp/Curb Rehabilitation Program	\$10,000.00
013-111	Cranford	ADA Ramp/Curb Rehabilitation Program	\$10,000.00
013-126	Hillside	Hillside Roadway Rehabilitation	\$60,000.00
013-128	Kenilworth	ADA Ramp/Curb Rehabilitation Program	\$10,000.00
013-137	Linden	Linden Roadway Rehabilitation	\$173,000.00
013-152	Plainfield	Plainfield Roadway Rehabilitation	\$350,000.00
013-158	Rahway	Rahway Roadway Rehabilitation	\$146,000.00
013-163	Roselle	Roselle Roadway Rehabilitation	\$135,000.00
013-172	Roselle Park	Roselle Park Roadway Rehabilitation	\$56,000.00
013-174	Springfield	ADA Ramp/Curb Rehabilitation Program	\$10,000.00
013-193	Winfield	Winfield Sewer Rehabilitation Program	\$40,000.00
		Sub-Total	\$1,000,000.00

Social Services Year 39 Final Allocation

\$578,000.00

Account #	Township	Project Name	Approved Allocation
013-200	Berkeley Heights	Berkeley Heights Senior Citizen Center Program	\$14,200.00
013-206	Clark	Clark Senior Citizen Transportation Program	\$5,500.00
013-207	Clark	Clark Senior Citizens Social Services Program	\$8,900.00
013-209	Countywide	Union County - Recreation Programs for Disabled Adults	\$13,200.00
013-211	Countywide	Center for Hope Hospice - Bereavement Program	\$12,000.00
013-213	Countywide	Union County College Senior Citizen Prog. (LIFE Center)	\$9,000.00
013-216	Cranford	Cranford Nutrition Program	\$5,100.00
013-217	Cranford	Cranford Senior Citizen Social Services Program	\$12,690.00
013-218	Cranford	Cranford Senior Citizen Transportation Program	\$3,900.00
013-220	Fanwood	Fanwood Senior Citizens Social Services Program	\$3,600.00
013-221	Fanwood	Fanwood Senior Citizen Transportation Program	\$7,700.00
013-222	Garwood	Garwood Senior Citizen Transportation Program	\$2,700.00
013-223	Garwood	Garwood Senior Citizens Social Services Program	\$13,250.00
013-226	Hillside Senior Health Care	Hillside Senior Citizens Social Services Program	\$13,690.00
013-227	Hillside Senior Citizens Pro	Hillside Senior Citizens Social Services Program	\$10,680.00
013-229	Hillside	Hillside Buie Center Youth Recreation Program	\$13,560.00
013-230	Hillside	Hillside Maternal Child Health Care Program	\$25,500.00
013-231	Kenilworth	Kenilworth Senior Citizen Chronic Illness Program	\$1,500.00
013-232	Kenilworth	Kenilworth Senior Citizens Social Services Program	\$6,400.00
013-233	Kenilworth	Kenilworth Senior Citizen Transportation Program	\$3,800.00
013-236	Linden	Linden Food Pantry/Nutrition Prog. of Linden	\$4,400.00
013-240	Mountainside	Mountainside Senior Citizen Transportation Program	\$6,000.00
013-241	Mountainside	Mountainside Senior Citizens Social Services Program	\$4,700.00
013-245	New Providence	New Providence Senior Citizens Social Services Program	\$4,400.00
013-246	New Providence	New Providence Seniors Citizen Transportation Program	\$3,900.00
013-247	New Providence	New Providence Senior Citizen High Risk Health Care Program & Fair	\$5,000.00
013-250	Plainfield	SSYC- -Teen Resource	\$4,000.00
013-252	Plainfield	Plainfield Disable Care Services - Shut In Council	\$2,500.00

Social Services Year 39 Final Allocation

013-254	Countywide	Countywide FISH Hospitality Program	\$8,900.00
013-255	Plainfield	Plainfield Bilingual Day Care Center	\$30,000.00
013-258	Plainfield	Plainfield Senior Citizens Social Services Program	\$33,000.00
013-259	Plainfield Non-Profit	Neighborhood Health Services Corp - Domestic Violence	\$5,720.00
013-262	Plainfield Non-Profit	Plfd Non-Profit Toddler Learning Center - Day Care	\$4,750.00
013-265	Plainfield Non-Profit	Plfd Boy's & Girl's Club Teen Program Activities	\$5,100.00
013-266	Plainfield Non-Profit	Plfd YWCA Children's Programs	\$6,300.00
013-268	Plainfield Non-Profit	Plfd New Horizons College Club, Inc.	\$5,000.00
013-271	Plainfield Non-Profit	Plfd Countywide-Food Pantry (Salvation Army)	\$6,300.00
013-274	Rahway	Rahway Senior Citizen Social Services Program	\$14,380.00
013-276	Borough of Roselle	Roselle Senior Citizen Transportation Program	\$12,995.00
013-278	Borough of Roselle	Workforce Initiative	\$10,000.00
013-282	Borough of Roselle Park	Roselle Park Senior Citizens Social Services Program	\$23,490.00
013-287	Springfield	Springfield Senior Citizen Transportation Program	\$7,430.00
013-292	City of Summit ✖	Summit Housing Authority Project Independence	\$5,000.00
013-294	City of Summit ✖	Summit Youth Center	\$4,000.00
013-295	City of Summit ✖	Senior Citizen Transportation Program	\$1,880.00
013-297	City of Summit ✖	Summit Early Childhood Education - TLC	\$3,000.00
013-321	United Way	United Way of Greater Union County Family Strengthening Program	\$158,585.00
013-331	Winfield	Winfield Senior Citizens Social Services Program	\$11,700.00
		Sub - Total	\$579,300.00

Housing Year 39 Final Allocation

\$1,500,000.00

Account #	Township	Project Name	Approved Allocation
013-399	Kenilworth	Kenilworth Senior Citizen Handyman Program	\$2,000.00
013-400	Countywide	Union County Home Improvement Program	\$390,000.00
013-401	Countywide	Faith, Bricks & Mortar, Inc. - Plfd Tools for Opportunity	\$47,000.00
013-402	Countywide	Brand New Day, Inc. Foreclosure Prevention & Intervention Initiative Phase IV	\$19,000.00
013-403	Countywide	Comprehensive Housing Counseling-Urban League	\$53,000.00
013-406	Cranford	Cranford Senior Citizen Handyman Program	\$8,000.00
013-408	Garwood	Garwood Senior Citizen Handyman Program	\$2,000.00
013-417	Hillside	Hillside Code Enforcement Program	\$65,000.00
013-427	Linden	Linden Home Improvement Program	\$255,000.00
013-428	Fanwood	Fanwood Senior Citizen Handyman Program	\$1,000.00
013-431	Mountainside	Mountainside Senior Citizen Handyman Program	\$2,000.00
013-436	Plainfield	Plainfield Comprehensive Housing Assistance Program (CHAP)	\$335,000.00
013-437	Plainfield	Plainfield Office of C.D. Emergency Housing Assistance Program	\$10,000.00
013-441	Rahway	City of Rahway Home Improvement Program	\$275,000.00
013-442	Rahway	Rahway Code Enforcement Program	\$20,000.00
013-443	Roselle Park	Roselle Park Senior Citizen Handyman Program	\$1,000.00
013-446	Roselle	Roselle Housing Code Enforcement Program	\$15,000.00
		Sub-Total	\$1,500,000.00

Safety (R)

**ACCEPT CELGENE CORPORATION
DONATION TO POLICE DEPARTMENT**

October 15, 2013

WHEREAS, in a memo dated October 8, 2013, the Police Chief advises that Celgene Corporation has generously donated funds in the amount of \$5,000.00, and

WHEREAS, it is the wish of the donor that the funds be allocated to purchase any equipment needed in the Police Department.

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

The City of Summit does hereby accept the aforementioned donation in the amount of \$5,000.00 for the purpose of purchasing any needed equipment in the Police Department.

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said city at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk



SUMMIT POLICE DEPARTMENT ADMINISTRATION



MEMORANDUM

To: Mayor Dickson
Public Safety Committee Members
David Hughes - City Clerk
Scott Olson - CFO

From: Chief Robert K. Weck

Re: Donation - Celgene Corporation

Date: October 8, 2013

I would like to respectfully request that the Common Council initiate a resolution to accept a generous donation in the amount of \$5000.00 from the Celgene Corporation. This donation will allow the department to identify and purchase equipment that will assist our officers in their efforts to maintain the highest level of service to the people of Summit.

Thank you in advance.



Celgene Corporation
86 Morris Avenue
Summit, New Jersey 07901
Tel 908-673-9000
Fax 908-673-9001

September 10, 2013

Summit Police Department
512 Springfield Avenue
Summit, NJ 07901

Attn: Robert K. Weck, Chief of Police

Ref: Donation

Dear Chief Weck:

On behalf of Celgene Corporation, we are pleased to make the enclosed donation of \$5,000.00 to the Summit Police Department. Feel free to use these funds at your discretion for needed equipment.

Thank you for your tireless efforts on behalf of the community.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Michael Duffy", is written over a horizontal line.

Michael Duffy
Sr. Director, Corporate Services

ORIGINAL

**APPROVE CITY OF SUMMIT'S AMENDED
AFFORDABLE HOUSING TRUST FUND
SPENDING PLAN AND SEEKING COURT AND
COAH REVIEW**

B:G(R)

October 15, 2013

WHEREAS, the Planning Board of the City of Summit adopted an Amended Housing Element and Fair Share Plan on December 15, 2008 ("2008 Plan"), and

WHEREAS, the Common Council endorsed the 2008 Plan on December 16, 2008, and

WHEREAS, the City received approval for a development fee ordinance on October 20, 1998, and approval of a subsequent amendment to its development fee ordinance on April 17, 2006, and

WHEREAS, the development fee ordinance establishes an affordable housing trust fund that includes development fees, payments from developers in lieu of constructing affordable units on-site, barrier free escrow funds, rental income, repayments from affordable housing program loans, recapture funds, and proceeds from the sale of affordable units, and

WHEREAS, a Spending Plan was prepared and adopted in connection with the 2008 Plan ("2008 Spending Plan") to address the development fees collected, which was endorsed by the City Council on December 16, 2008, and

WHEREAS, the 2008 Spending Plan was approved by the Court on May 28, 2009 and subsequently by COAH by Resolution adopted on October 21, 2009, and

WHEREAS, the City of Summit adopted an amended spending plan on June 19, 2012, and

WHEREAS, after receiving the Court's approval of same on July 2, 2012, the City transmitted the amended spending plan to COAH for approval on July 2, 2012, with additional revisions transmitted on July 16, 2012 at COAH's request, and

WHEREAS, COAH has failed to approve the July 16, 2012 amended spending plan to date, and

WHEREAS, the City would now like to amend the July 16, 2012 spending plan to further identify a group home project already included within the July 16, 2012 amended spending plan, and

WHEREAS, N.J.A.C. 5:97-8.1(d) requires a municipality with an affordable housing trust fund to receive approval of a spending plan prior to spending any of the funds in its housing trust fund, and

WHEREAS, N.J.A.C. 5:97-8.10 requires a spending plan to include the following:

1. A projection of revenues anticipated from imposing fees on development, based on pending, approved and anticipated developments and historic development activity;
2. A projection of revenues anticipated from other sources, including payments in lieu of constructing affordable units on sites zoned for affordable housing, funds from the sale of units with extinguished controls, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, and interest earned;
3. A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
4. A description of the anticipated use of all affordable housing trust funds pursuant to N.J.A.C. 5:97-8.7, 8.8, and 8.9;

5. A schedule for the expenditure of all affordable housing trust funds, provided that the trust fund balance as of July 17, 2008 is committed for expenditure within four years of that date and that all development fees and any payments in lieu of construction are committed for expenditure within four years from the date of collection;
6. If applicable, a schedule for the creation or rehabilitation of housing units;
7. A pro-forma statement of the anticipated costs and revenues associated with the development if the municipality envisions supporting or sponsoring public sector or non-profit construction of housing, and
8. The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan, and
9. A description of the anticipated use of excess affordable housing trust funds, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation.

WHEREAS, the City of Summit has prepared an amended spending plan consistent with N.J.A.C. 5:97-8.10 and P.L. 2008, c.46.

WHEREAS, the City of Summit shall satisfy the criteria set forth in N.J.A.C. 5:97-6 with respect to the affordable housing mechanisms proposed in the amended spending plan.

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

That it does hereby endorse the spending plan and requests that the Court, and then COAH, review and approve the City's amended spending plan in the form attached hereto, or a substantially similar form if COAH or the Court should subsequently require revisions thereto.

Dated: October 15, 2013

I, Rosalia M. Licatense, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk

ADOPTED: October 15, 2013

Ellen Dickson, Mayor

Attest:

Rosalia M. Licatense, Deputy City Clerk



RESOLUTION (ID # 2119)

DOC ID: 2119

TO: Mayor and Common Council

FROM: Beth Kinney, DCS Director

DATE: October 9, 2013

SUBJECT: RESOLUTION APPROVING CITY OF SUMMIT'S AMENDED
SPENDING PLAN AND SEEKING COURT AND COAH REVIEW

The Council on Affordable Housing (COAH) requires each municipality to establish an Affordable Spending Plan. The plan is amended from time to time based on changes proposed and then approved by the governing body. On June 19, 2012, the City adopted an amended spending plan. Following Court approval of the plan on July 2, 2013, the plan with additional revisions was forwarded to COAH for approval on July 16, 2013. Action by COAH is pending.

It is appropriate to now amend the spending plan with the specific elements of the Our House group home project (previously identified generically in the plan) based on the approval by Common Council on October 1, 2013.

Attachments included which are required by COAH are:

- Amended Spending Plan
- Project certification
- Our House Agreement
- Aerial map I
- Aerial map II
- Glendale Road time line
- Glendale COAH survey
- Glendale Road budget
- Glendale Road contract of sale

A resolution amending the spending plan to include details of the Our House Project is recommended.

City of Summit

Affordable Housing Trust Fund Spending Plan

INTRODUCTION

The City of Summit, Union County, prepared a Housing Element and Fair Share Plan in 2008 ("2008 Plan") in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). The City also prepared a Spending Plan in connection with the 2008 Plan ("2008 Spending Plan") to address the development fees it had been collecting pursuant to its development fee ordinance. Specifically, a development fee ordinance creating a dedicated revenue source for affordable housing was adopted by Summit on March 21, 2006 and approved by the Court on April 17, 2006. The ordinance establishes the City of Summit affordable housing trust fund for which this spending plan is prepared.

The 2008 Spending Plan was approved by the Court on May 28, 2009 and subsequently by COAH by Resolution adopted on October 21, 2009. This spending plan is prepared in response to the 2008 amendments to the Fair Housing Act which require that all development fees be "committed for expenditure" within four years from the date of collection.

As of December 31, 2011, the City of Summit has collected \$3,572,778.72 in fees and interest and has expended \$1,635,320.78, resulting in a balance of \$1,937,457.94 as of December 31, 2011. The City projects to collect \$361,000 in fees and interest between January 1, 2012 and December 31, 2018. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in PNC Bank for the purposes of affordable housing. These funds have been and shall be spent in accordance with NJAC 5:97-8.7-8.9 as described in the sections that follow.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate projected revenue anticipated during the period of third round substantive certification, the City of Summit considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payments in lieu (PIL):

No payments in lieu are anticipated.

(c) Other funding sources:

No other funding sources are anticipated.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund is based on the current average interest rate.

SOURCE OF FUNDS	PROJECTED REVENUES - AFFORDABLE HOUSING TRUST FUND 2012 THROUGH 2018							
	2012	2013	2014	2015	2016	2017	2018	Total
(a) Development fees								
1. Approved Development			\$10,000	\$10,000	\$5,000			\$25,000
2. Development Pending Approval								NA
3. Projected Development	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$315,000
(b) Payments in Lieu of Construction								NA
(c) Other Funds (Specify source(s))								NA
(d) Interest	\$3,500	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$2,500	\$21,000
Total	\$48,500	\$48,000	\$58,000	\$58,000	\$53,000	\$48,000	\$47,500	\$361,000

The City of Summit projects a total of \$361,000 in revenue and interest to be collected between January 1, 2012 and December 31, 2018. This projected amount, when added to the City of Summit's trust fund balance as of December 31, 2011, results in an anticipated total revenue of \$2,298,457.94 available to fund and administer its affordable housing plan. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by City of Summit:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the City of Summit's development fee ordinance for both residential and nonresidential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

Projects for the distribution of funds will be considered by the City's Affordable Housing Subcommittee and authorized by the Common Council.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) **Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)**

The City of Summit will dedicate \$1,120,100 to rehabilitation and new construction programs (see detailed descriptions in Fair Share Plan) as follows:

Rehabilitation program: \$540,100

New construction project(s): \$ 580,000 total

Summit Place: \$180,000

Nine rental family units are being created. The creation of rental units is being supported by \$180,000 (\$20,000 per unit) through Housing Trust Fund monies. This project was included in the 2008 Plan.

Group Home: \$400,000

A 4 bedroom group home (special needs housing for people with developmental disabilities) will be developed by Our House Inc at 43 Glendale Road. The \$400,000 will be leveraged with HMFA financing under the Special Needs Housing Partnership program for acquisition and renovation of the existing four bedroom house. This project was not included in the 2008 Plan, and will be included in a subsequent Plan Amendment. The City reserves the right to use affordability assistance funds for the group home..

(b) **Affordability Assistance (N.J.A.C. 5:97-8.8)**

Projected minimum affordability assistance requirement:

Actual fees thru 12/31/2011		\$3,392,582.15
Actual interest thru 12/31/2011	+	\$43,638.67
Projected Development Fees, 2012-2018	+	\$340,000
Projected Trust Fund Interest 2012-2018	+	\$21,000
Less Housing Activity thru 6/2/2008	-	\$594,579.90
Total	=	\$3,202,640.92
30 % Requirement	x 0.30 =	\$960,792.28
Less Affordability assistance expenditures thru 12/31/2011	-	\$0
Projected Minimum Affordability Assistance, 1/1/2012 through 12/31/2018	=	\$960,792.28
Projected Minimum Affordability Assistance for Very Low-Income, 2012 thru 2018	x 1/3 =	\$320,264.09

The City of Summit will dedicate a minimum of \$960,792.28 from the affordable housing trust fund to render units more affordable, including \$320,264.09 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

- Down-payment assistance;
- Rental assistance;
- Security Deposit Assistance;
- Low interest loans;
- Assistance with homeowner's association or condominium fees and special assessments;
- Assistance with emergency repairs; and/or
- Converting low-income units to very-low income units, etc.

(c) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

Actual development fees and interest through 12/31/2011		3,436,220.82
Projected Development fees & interest 2012-2018	+	\$361,000
Less RCA expenditures	-	\$520,000
Total	=	\$3,277,220.82
20 percent requirement	x 0.20 =	\$655,444.16
Less Administration through 12/31/11	-	\$227,630.88
PROJECTED MAXIMUM Administration Expenses Available For 1/1/2012	=	\$427,813.28

The City of Summit projects that a maximum of \$427,813.28 is the maximum permitted amount that can be used for administrative purposes. Projected administrative expenditures subject to the 20 percent cap, are as follows:

- For day-to-day oversight of the programs.
- Consultant costs associated with the creation and operation of the programs.
- Other expenses associated with the implementation of the Housing and Fair Share Plan and monitoring of current and future housing programs for Summit.

4. EXPENDITURE SCHEDULE

The City intends to use affordable housing trust fund revenues for the following:

Program	# of Units	Projected Expenditure Schedule 2012-2018							
		2012	2013	2014	2015	2016	2017	2018	Total
<i>Rehabilitation</i>	47	\$81,442	\$81,442	\$81,442	\$81,442	\$81,442	\$66,442	\$66,448	\$540,100
<i>Summit Place</i>	9	\$180,000	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000
<i>Group Home</i>	4	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Total Programs	60	\$261,442	\$481,442	\$81,442	\$81,442	\$81,442	\$66,442	\$66,448	\$1,120,100
Affordability Assistance		\$555,873	\$67,486	\$67,486	\$67,486	\$67,486	\$67,486	\$67,489.28	\$960,792.28
Administration		\$56,795	\$46,795	\$22,795	\$22,795	\$22,795	\$22,795	\$22,795.66	\$217,565.66
Total	130	\$874,110	\$595,723	\$171,723	\$171,723	\$171,723	\$156,723	\$156,732.94	\$2,298,457.94

5. EXCESS OR SHORTFALL OF FUNDS

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to continue with the City's affordable housing programs, including projects/programs in the 2008 Housing Element and Fair Share Plan which may be approved and associated in this Amended Spending Plan.

Any shortfall in funds will be offset by bonding.

SUMMARY

The City of Summit intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and N.J.A.C. 5:94-6.1, as applicable. Spending of such funds will also be consistent with the housing programs outlined in the City's December 2008 Housing Element and Fair Share Plan as amended.

As of December 31, 2011, the City of Summit has collected \$3,572,778.72 in development fees and interest. The City projects to collect \$361,000 in fees and interest between January 1, 2012 and December 31, 2018. To date the City has expended a total of \$1,635,320.78. Those expenditures include:

- Rehabilitation
- Habitat for Humanity – Creation of 6 units
- Elizabeth RCA – 26 units
- Administrative

The City of Summit will dedicate projected funds of \$2,298,457.94 between 1/1/2012 to 1/31/2018 to the following:

- Rehabilitation - \$540,100
- Summit Place - \$180,000
- Group Home - \$400,000
- Affordability Assistance - \$960,792.28
- Administrative Costs - \$217,565.66

SPENDING PLAN SUMMARY		
Balance as of December 31, 2011		\$1,937,457.94
PROJECTED REVENUE 2012-2018		
Development fees	+	\$340,000
Payments in lieu of construction	+	\$0.00
Other funds	+	\$0.00
Interest	+	\$21,000
TOTAL REVENUE	=	\$2,298,457.94
PROJECTED EXPENDITURES 2012-2018		
Funds used for Rehabilitation	-	\$540,100
Funds used for New Construction		
1. Summit Place	-	\$180,000
	-	
2. Group Home	-	\$400,000
Affordability Assistance	-	\$960,792.28
Administration	-	\$217,565.66
TOTAL PROJECTED EXPENDITURES	=	\$2,298,457.94
REMAINING BALANCE	=	\$0.00

CITY OF SUMMIT – UNION COUNTY
SPENDING PLAN AMENDMENT
CERTIFICATION OF SUSAN S. GRUEL

Susan S. Gruel, P.P., of full age, does hereby certify as follows:

1. I am a licensed professional planner in the State of New Jersey and a Principal in the firm of Heyer, Gruel and Associates, a community planning consulting firm which serves as the affordable housing planning consultant to the City of Summit in Union County.
2. I have extensive experience in the Mount Laurel arena. I have served as an affordable housing expert on behalf of approximately 30 municipalities and various developers and have been qualified as an affordable housing expert in New Jersey Superior Court.
3. I am fully familiar with the facts of this case.
4. The City of Summit previously adopted a Housing Element and Fair Share Plan in December 2008 and petitioned the Council of Affordable Housing for third round substantive certification in December 2008.
5. A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by Summit on March 26, 2006 and approved by the Court on April 17, 2006. The ordinance established the City of Summit's affordable housing trust fund.
6. The City prepared a Spending Plan in 2008 based up the adopted Summit 2008 Housing Element and Fair Share Plan. The 2008 Spending Plan was approved by the Court on May 28, 2009 and by COAH on October 21, 2009.
7. The City subsequently prepared a Spending Plan dated July 16, 2012 which was submitted to COAH. The 2012 Spending Plan was prepared in response to the 2008 amendments to the Fair Housing Act.

8. At this time, the City of Summit desires to expend \$400,000 of its affordable housing trust fund monies to assist in the acquisition and renovation of a four bedroom house by Our House Inc. The four bedroom house (Block 2406, Lot 4) will be developed as a group home for adults with developmental disabilities. Although a four bedroom group home was part of the City's submitted Spending Plan, this specific site and proposal was not included in the City's 2008 Fair Share Plan and the 2012 Spending Plan.
9. Our House Inc is a qualified affordable housing developer under the New Jersey Department of Community Affairs, New Jersey Department of Human Services - New Jersey Housing Mortgage Finance Agency (DCA - DHS - NJHMF) Special Needs Housing Partnership Loan Program (SNHPLP). Our House Inc has completed and /or is under development for a total of 28 units under this initiative.
10. COAH'S rules at N.J.A.C. 5:97-8.11 "Consideration for Mechanisms not in the Adopted Fair Share Plan" anticipate municipalities funding such emergent affordable housing opportunities as follows:

"a. A municipality may request authorization for expenditure of affordable housing trust funds on emergent affordable housing mechanisms not included in the municipal Fair Share Plan, in the form of an amendment to the spending plan.

b. In addition to the requirements for approval of a spending plan or amendment to an approved spending plan set forth at a N.J.A.C. 5:96-5, the resolution submitted by the municipality shall include a certification that the affordable housing opportunity addresses the Council's (COAH's) criteria set forth in N.J.A.C. 5:97-6, and the municipality shall submit information regarding the proposed mechanism in a form to be provided by Council.

c. The municipality shall submit an amendment to its Fair Share Plan to include the mechanism at the earlier of two years after the Council's (COAH's) approval of the spending plan amendment or the next planned amendment to the Fair Share Plan resulting from plan evaluation pursuant to N.J.A.C. 5:96-10.

d. The municipality shall submit monitoring pursuant to N.J.A.C. 5:96-11 relating to the affordable units created using affordable housing trust funds."

11. On _____, the City of Summit Common Council adopted Resolution No. _____ requesting the authorization of the City Affordable Housing Trust Funds on emergent opportunities. This certification has been prepared in concert with that resolution to satisfy COAH rules at N.J.A.C. 5:97-8.11 and to ensure that the affordable housing opportunities of the Our House Inc. property address COAH's rules at N.J.A.C. 5:97-6.10, Supportive and Special Needs Housing.

12. The City of Summit shall submit an amendment to its Fair Share Plan to include the mechanism at the earlier of two years after the Council's approval of the Spending Plan amendment or the next planned amendment to the Fair Share Plan resulting from plan evaluation by COAH pursuant to N.J.A.C. 5:96-10.

13. This certification has been prepared to satisfy COAH's rules at N.J.A.C. 5:97-8.11 and to ensure that affordable housing opportunities at 43 Glendale Road address COAH's criteria set forth in N.J.A.C. 5:97-6 and more specifically N.J.A.C. 5:97-6.10 Supportive and Special Needs Housing.

14. COAH's rule at N.J.A.C. 5:97-6.10 (b)4 and (e)3 and N.J.A.C. 5:97-3.13 Site Suitability is addressed as follows:

a. Available - The site is available and is free of encumbrances. Our House Inc has a contract to purchase the existing four bedroom house at 43 Glendale Road. Our House has applied for financing to the NJHMFA under the SNHPLP. The financing through the HMFA and the contribution of \$400,000 by the City of Summit will pay for the purchase and renovation costs of the existing house in order to convert it to a four bedroom group home.

b. Land Use Compatibility and Site Access - The site is located in a single family residential neighborhood and is zoned R-25 Single Family Residential. According to the tax assessment records, the lot is approximately 24,000 square feet in size. The site fronts and has vehicular access to Glendale Road, an improved local cul de sac public street, (see attached site aerial map.) The use of the single family

house as a group home is consistent with the City's Master Plan and zoning ordinance.

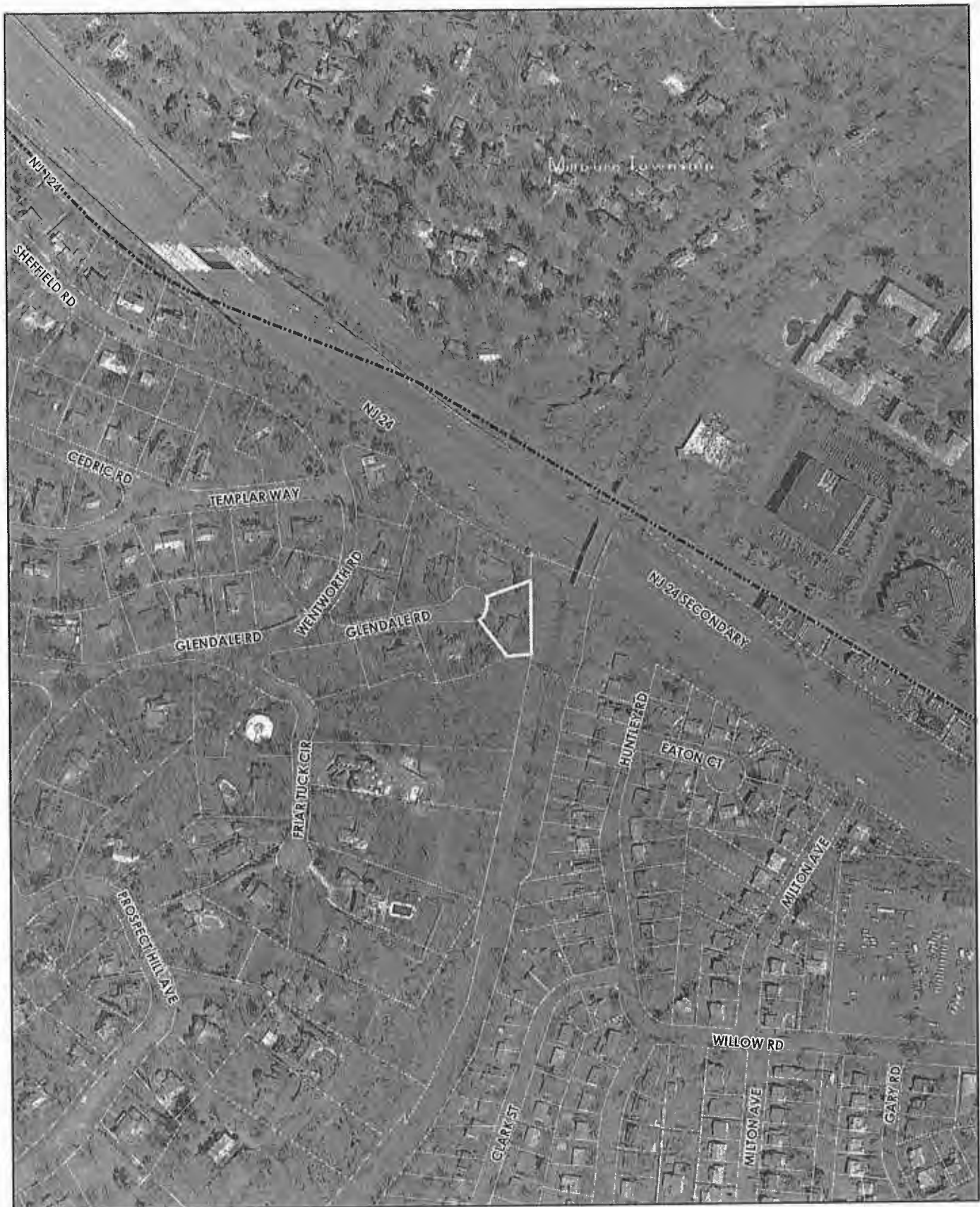
- c. Adequate Water and Sewer Capacity - The site and neighborhood are served by public water and public sewer.
- d. Consistency with RSIS - As a group home, the site does not require site plan approval. The lot and house are existing. No subdivision is proposed. Appropriate permits will be obtained to renovate and convert the existing home to a group home.
- e. Consistency with the State Development and Redevelopment Plan - The site is located in Planning Area I pursuant to the 2001 Policy Map of the State Development and Redevelopment Plan. According to COAH regulations, Planning Area I is the preferred location for a municipality to address its affordable housing obligation.

15. In conclusion, this certification has been prepared to satisfy COAH Rules at N.J.A.C. 5:97-8.11 and I have found that the affordable housing opportunities as set forth in the October 8, 2013 amended spending plan, specifically the subsidy for the acquisition and renovation of the four bedroom house at 43 Glendale Road by Our House Inc., address the COAH criteria set forth in N.J.A.C. 5:97-6 as eligible affordable housing compliance mechanisms

I hereby certify the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: _____

Susan S. Gruel, P.P.



0 150 300 Feet
Source: NJDEP, NJGIN, NJGIS

43 Glendale Road
Block 2406 & Lot 4
City of Summit, NJ



Hoyer, Gruel & Associates
October 2013



0 50 100 Feet
Source: NJDEP, NJGIN, NJGIS

43 Glendale Road
Block 2406 & Lot 4
City of Summit, NJ



Hoyer, Gruel & Associates
October 2013

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Summit County: Union
Sponsor: Our House, Inc. Developer: Our House, Inc.
Block: 2406 Lot: 4 Street Address: 43 Glendale Road
Facility Name: Glendale Group Home

Section 1: Type of Facility: <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____	Section 2: Sources and amount of funding committed to the project: <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input checked="" type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ <u>250,000</u> <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input type="checkbox"/> HUD - Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input checked="" type="checkbox"/> Other - Please specify: <u>Summit AHTF - \$400,000</u> <input checked="" type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
Section 3: For all facilities other than permanent supportive housing: Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____	Section 4: For permanent supportive housing: Total # of units <u>4</u> , including: # of very low-income units <u>4</u> # of low-income units _____ # of moderate-income units _____ # of market-income units _____
Section 5: Length of Controls: <u>30</u> years Effective Date of Controls: __/__/__ Expiration Date of Controls: __/__/__ Average Length of Stay: _____ months (transitional facilities only)	Section 6: CO Date: __/__/__ For licensed facilities, indicate licensing agency: <input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: __/__/__ Current License Date: __/__/__
Section 7: Has the project received project-based rental assistance? ___ Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ Other operating subsidy sources: <u>Division of Developmental Disabilities</u> Length of commitment: <u>1 year</u> Is the subsidy renewable? <input checked="" type="checkbox"/> Yes ___ No	
Section 8: The following verification is attached: <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
Section 9: Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No Age-restricted? ___ Yes <input checked="" type="checkbox"/> No Population Served (describe): <u>Adults with Developmental Disabilities</u> Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes <input checked="" type="checkbox"/> No	



Section 10: Affirmative Marketing Strategy (check all that apply):

- ☒ DDD/DMHS/DHSS waiting list
☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Jim Stone Our House, Inc. 10/6/13

Certified by: [Signature] Date 10/7/13
Project Administrator
Municipal Housing Liaison

AFFORDABLE HOUSING AGREEMENT

This Agreement is made and dated this ____ day of October, 2013, by and between:

THE CITY OF SUMMIT, in Union County, a municipal corporation of the State of New Jersey, having an address at 512 Springfield, Avenue, Summit, NJ 07901 (the "City"), and

OUR HOUSE, INC. is a New Jersey corporation having an address at _____ ("Our House").

WITNESSETH

WHEREAS, Our House is under contract to purchase a home at 43 Glendale Road in Summit ("Premises"); and

WHEREAS, Our House is a qualified affordable housing developer under the NJ Department of Community Affairs/NJ Department of Human Services/NJ Housing Mortgage Finance Agency Special Needs Housing Partnership Loan Program and has seven projects completed and/or under development for a total of 28 units under this initiative; and

WHEREAS, Our House has proposed that the City contribute \$400,000 from its affordable housing trust fund for its use in acquiring and renovating the Premises in order to operate a permanent supportive and special needs housing project containing four bedrooms, each for income-qualified individuals ("Project") in compliance with the regulations and policies of the New Jersey Council on Affordable Housing ("COAH"), as to be amended; and

WHEREAS, the City desires to provide assistance to Our House to foster the production of very low income housing in partial satisfaction of the City's obligation to provide affordable housing in accordance with the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. (the "Act") and COAH regulations; and

WHEREAS, COAH's rules permit permanent supportive and special needs housing as a mechanism for the City to address a portion of its fair share obligation; and

WHEREAS, in exchange for said contribution by the City, Our House agrees to the placement of affordable housing deed restrictions on the Premises, pursuant to the terms of the Council on Affordable Housing ("COAH") regulations, N.J.A.C. 5:97, and the Uniform Housing Affordability Controls ("UHAC") regulations, N.J.A.C. 5:80-26.1, *et seq.*; and

WHEREAS, a copy of the form deed restriction to be placed on the Premises, review, revised and approved by the City Attorney pursuant to the terms of this Agreement, following the form of Appendix E-2 of the UHAC regulations, is attached hereto as **Exhibit A** and made a part hereof (the "Deed Restriction"); and

WHEREAS, Our House's operation of the Premises shall qualify as "supportive and special needs housing" as defined in N.J.A.C. 5:97-6.10(a), and any subsequent applicable regulation; and

WHEREAS, Our House agrees to comply with all of the terms and requirements of COAH and UHAC regulations in order to qualify the four (4) units as very low-income COAH rental units for supportive and special needs housing under N.J.A.C. 5:97-6.10, and any subsequent applicable regulation, thereby permitting the City to receive COAH credit for said units; and

WHEREAS, pursuant to N.J.A.C. 5:97-6.10(b), the City shall receive a unit of credit for each apartment of the Premises, along with any applicable bonus credit for the rental units; and

WHEREAS, further, pursuant to N.J.A.C. 5:97-6.10(d), for such units to qualify as COAH units in order for the City to receive COAH credit, the apartments shall comply with N.J.A.C. 5:97-9 and UHAC regulations; and.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Our House, intending to be bound, do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to create a realistic opportunity for the provision of four very low income units that are creditworthy under all applicable laws by providing a subsidy from the affordable housing trust fund to facilitate the provision of these affordable units.
2. **Our House Project.** Our House agrees to maintain and operate the Premises as a 4-unit permanent supportive and special needs housing project for income-qualified individuals. Our House agrees to take all necessary steps to ensure that the units comply with all applicable COAH regulations, as may be subsequently amended, and with the New Jersey Department of Community Affairs' Uniform Housing Affordability Controls (UHAC) regulations including but not limited to standards concerning pricing, deed restrictions, and other requirements, as well as any applicable licensing requirements, so that that units can be deemed creditworthy by the Court.
3. **Deed Imposing Restrictive Covenants, Conditions and Restrictions on Affordable Housing Property.** A proper COAH-approved 30-year Deed Imposing Restrictive Covenants, Conditions, and Restrictions on Affordable Housing Property ("Deed") in a form acceptable to the City and COAH or the Court shall be executed by Our House simultaneously herewith. The Deed will set forth the 30-year affordability restrictions that will encumber the subject property, binding the parties hereto and their respective heirs, successors and assigns. The consideration recited in the Deed shall be One Dollar (\$1.00). Our House shall record the Deed.
4. **City's Obligations.** Subject to certain conditions listed below, the City shall contribute \$400,000 from its affordable housing trust fund towards the Project. The City shall

release the funds to Our House after receipt of approval from both the Court and COAH in the form of either spending plan approval or approval of this specific expenditure.

5. **Compliance With COAH Rules.**

- a. Our House shall be solely responsible for the daily operation and management of the Premises and the Project. The City shall not be involved in the daily operations of the Premises and the Project.
- b. Our House shall act as the administrative agent with respect to the Project and represents that it is qualified to act in this capacity. Our House shall provide an Affirmative Marketing Plan to the City which is acceptable to the court master. Our House agrees to comply with all applicable COAH and UHAC regulations.. Our House is obligated to maintain the creditworthiness of the units. Towards that end, Our House will cooperate with the City and its Administrative Agent, its successor and/or assigns, to comply with applicable COAH and UHAC regulations.
- c. Our House acknowledges the obligation of the City and its Administrative Agent (currently Summit Housing Authority) to fill out COAH's monitoring forms as to all affordable housing units in the City on a yearly basis. Our House agrees to cooperate with the City and Administrative Agent and provide all relevant documentation in its possession to the City and its Administrative Agent so that the Administrative Agent may monitor and report on the creditworthiness of the units to COAH. In the event Our House fails to cooperate with the City or Administrative Agent, the City shall be entitled to pursue any remedy available in equity and at law, provided the City or the Administrative Agent shall have (i) provided Our House with prior written notice of such failure and (ii) provided Our House with a thirty (30) day cure period from receipt of such notice.

6. **Representations and Covenants of Our House and Our House.** Our House represents and covenants that:

- (a) Our House is a duly organized and validly existing corporation under the laws of the State of New Jersey, doing business in the State of New Jersey;
- (b) To the best of its knowledge, Our House is not in violation of or in conflict with any applicable provisions of the laws of the State of New Jersey or any other agreement related to the Premises and the Project which would impair its ability to carry out its obligations under this Agreement;
- (c) Our House is empowered to enter into the transactions contemplated by this Agreement;
- (d) Our House is duly authorized the execution, delivery, and performance of this Agreement;

- (e) Our House will do all things in its power required of it in order to maintain its existence, perform its obligations hereunder, and assure the assumption of its obligations hereunder by any successor body;
- (f) There is no litigation or proceeding pending, or to the knowledge of Our House threatened, against Our House, the Premises any other person or entity affecting in any material manner whatsoever the right of Our House to execute this Agreement or to otherwise comply with its obligations contained in this Agreement;
- (g) When executed by duly authorized officers of Our House, this Agreement will be binding upon Our House and enforceable in accordance with its terms;
- (h) Our House covenants and agrees that the proceeds disbursed by the City pursuant to this Agreement shall be used only for the purposes and costs permitted in this Agreement;
- (i) Our House has control over the Premises, and shall continue to, and permit the City's Administrative Agent to, affirmatively market and qualify all residents of the Units pursuant to the affordability controls set forth herein, the Deed Restriction, COAH and UHAC regulations;
- (j) The Premises is not age-restricted, and is not restricted to youth under eighteen (18) years of age;
- (k) The Premises meets the site suitability criteria and consistency with the State Development and Redevelopment Plan pursuant to N.J.A.C. 5:97-3.13;
- (l) Our House agrees to comply with the City and its Administrative Agent to comply with N.J.A.C. 5:97-9 and UHAC regulations; and
- (m) Our House agrees to annually provide the City and the Administrative Agent a list of all current residents of the Premises, along with all requested documentation and proofs required for the income verification and certification that such residents meet the income requirement of COAH regulations, including a copy of all existing approvals.

7. **Conditions to Disbursements.** The obligation of the City to undertake any of the obligations outlined herein shall be **expressly conditioned** upon the satisfaction of the following conditions:

- (a) Our House shall be the fee-simple owner of the Premises on which the four (4) affordable rental units are to be located, and such entity shall obtain good and marketable title to same, subject only to encumbrances that do not impair the ability of the Premises to be developed and/or operated for the purposes set forth

herein, together with all deed restrictions, or any mortgages required in connection with the financing of the Project.

- (b) Our House complies with the rules and regulations promulgated by COAH or any successor entity for credit as a four (4) unit, income restricted affordable housing rental project.
 - (c) Our House shall have caused to be recorded with the Union County Clerk's office, the Deed Restriction putting into place the thirty (30) years of affordability controls, restricting the affordable units by the filing of the Mandatory Deed Restriction for Rehabilitated Rental Property as required by N.J.A.C. 5:80-26.5(d) and Appendix E-2, and approved by COAH, attached hereto as **Exhibit A**. A copy of said Deed Restriction shall be provided to the City Attorney and the City Planner for review and approval prior to recording. **Recording of the approved form of Deed Restriction by Our House shall expressly be considered a condition for any payments as recited herein.** No permits shall be issued by the City until Our House has provided the City with a copy of the recorded Deed Restriction. If Our House fails to record the Deed Restriction, it shall reimburse any and all monies disbursed.
 - (d) Our House shall have provided the City with a copy of (1) its Bylaws; (2) confirmation that it is recognized by the State in active status; and (3) a copy of its Business Registration Certificate.
 - (e) Our House shall have received all approvals required by the City of Summit, County of Union, or by the State of New Jersey or any department, agency or authority thereof, including, but not limited to: the New Jersey Department of Community Affairs.
 - (f) The Premises shall be in compliance with all Hazardous Substance Laws and, to the extent applicable, the Premises shall have received all necessary governmental approvals for any Hazardous Substances remediation plan required in connection with the Project.
 - (g) Our House shall have the construction/renovation work at the Premises to have been commenced after a building permit for the Project shall have been issued by the Construction Official of the City, and the work shall have been completed and approval received from the City Construction Official for the work within one (1) year of obtaining all necessary approvals to complete the improvements contemplated herein.
8. **Sale or Transfer.** With the exception of an assignment by Our House to an entity composed of the same or substantially similar members or shareholders or their successors, the Premises shall not be sold or transferred without the prior written consent of the City, which consent shall not be unreasonably withheld, subject to all statutory and regulatory requirements and conditions applicable to transfer of the Premises. Our House

and agrees that the City shall not be deemed unreasonable in refusing to consent to the sale or transfer of the Premises if:

- (a) Our House is in material default under this Agreement or the COAH Regulations, and such default has continued beyond any applicable cure period;
- (b) the City reasonably believes that the risk of a breach of any covenant or agreement contained in this Agreement would be increased as a result of such sale or transfer;
- (c) the City reasonably believes that the prospective transferee has insufficient experience or net worth to operate the Premises in a manner satisfactory to the City, or has violated affordability or management covenants with the City or other public agencies;
- (d) the City reasonably believes that such sale or transfer will result in the loss of the Project's qualification for COAH credits without satisfactory payment or arrangement therefore; or
- (e) the sale or transfer will result in a violation or revocation of COAH's approval of the City's Spending Plan.

No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the City and that obligates the transferee to keep all the covenants and agreements contained in this Agreement. Notwithstanding anything to the contrary contained herein, the withdrawal, removal and/or replacement of Our House's or Our House's managing member(s) in accordance with the bylaws of Our House (the "Bylaws") shall not require the consent of City and shall not constitute a default under this Agreement, to the extent there is compliance with the terms of this Agreement. The City shall not unreasonably withhold its consent to any substitute managing member proposed. Notwithstanding the foregoing, the substitute managing member shall assume all of the rights and obligations of the removed managing member under this Agreement, the COAH Deed Restriction and/or applicable COAH Regulations.

9. **Unit Affordability Controls.** Our House shall cause to be properly entered into the chain of title for the Premises, and recorded with the Union County Clerk COAH deed restrictions for each of the four (4) affordable housing units at the Premises. All of the units shall be restricted as income rental units, which units shall all be subject to the COAH deed restriction for a period of no less than thirty (30) years. Our House shall provide proof of recording of the COAH Deed Restriction for the Premises to the City Attorney by providing a copy of the Deed Restriction with the "recorded" stamp of the Union County Clerk. The documents which create the COAH deed restrictions on the units shall contain the following provision:

"Sale and use of the property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in

New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:50-26.1, et seq., the "Regulations") and any amendments, changes or supplements thereto. Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof, or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations, unless Our House agrees to extend such Control Period.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the affordability controls set forth therein during the Control Period until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the affordability controls for a period of at least thirty (30) years."

10. **Parties.** Our House and the City, and all parties who lawfully succeed to their rights and responsibilities, shall be bound by this Agreement.
11. **Preamble.** All of the recital clauses set forth hereinabove are hereby made an integral part of this Agreement.
12. **Entire Agreement.** This Agreement represents the entire agreement between the parties and can only be changed in writing by Our House and the City.
13. **Preparation:** The Parties acknowledge that they each have been represented by counsel with regard to the preparation of this Agreement and that this Agreement has been prepared jointly by attorneys representing each Party as a means of furthering the purposes set forth, and therefore, this Agreement shall be construed on a parity among the Parties, and any presumption for resolving ambiguities against the drafter or any Party shall not apply.
14. **Controlling Law.** This Agreement shall be interpreted under the laws of the State of New Jersey in force on the date that the Agreement was executed. The Parties agree that the terms of this Agreement shall be binding despite any subsequent changes in law unless agreed upon in writing by the Parties.
15. **Notices.** All notices required under this Agreement shall be sent via certified mail, return receipt requested to the following:

To Our House:

To the City: City of Summit
512 Springfield, Avenue
Summit, NJ 07901
Attention: Chris Cotter

Jeffrey R. Surenian and Donna A. McBarron, Esq.
Jeffrey R. Surenian and Associates, LLC
707 Union Avenue
Suite 301
Brielle, NJ 08730

To the Administrative Agent:

Joseph Billy
Summit Housing Authority
512 Springfield, Avenue
Summit, NJ 07901

16. **Signatures.** Our House and the City agree to the terms and conditions contained in this Agreement. This Agreement is being made by legal entities and the proper corporate officers or municipal representative of each entity have been authorized to sign and affix the corporate seals on the date first written above.
17. **Recording.** Upon execution of this Agreement, the City shall record the Agreement in the Union County Clerk's Office.

Attest:

The City of Summit, a municipal
corporation of the State of New Jersey

David L. Hughes , City Clerk

Ellen K. Dickson, Mayor

Attest:

Our House, Inc.

Acknowledgments

State of New Jersey :
County of Union :ss.

I CERTIFY that on _____, 2013, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared City Clerk, who I am satisfied: (a) is the Clerk of the City of Summit, the municipal corporation named in this document; (b) is the attesting witness to the signing of this document by the proper officer who is Ellen Dickson, Mayor of the City of Summit; (c) signed, sealed and delivered this document on behalf of the City as its voluntary act and deed under authority from its governing body; (d) this person knows the seal of the City which was affixed to this document; and (e) signed this proof to attest to the truth of these facts.

David L. Hughes, City Clerk

Signed and sworn to before me
on the ____ day of _____, 2013.

Notary Public of the State of New Jersey
My Commission Expires: _____

State of New Jersey :
County of Union :ss.

I CERTIFY that on _____, 2013, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document as _____ of Our House, Inc., a New Jersey corporation; and
- (b) signed and delivered this document as his or her act and deed on behalf of said limited liability company.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE (3) BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND/OR CANCEL THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

CONTRACT OF SALE

This Contract of Sale (together with all supplements and addendums hereto, this "Contract") is made this _____ day of **July, 2013**, by and between **[James A. McDermott, Jr. and Bette W. McDermott]** having an address care of **43 Glendale Road, Summit, NJ 07901** (hereinafter referred to as "Seller") and **Our House, Inc.**, a not for profit organization of the State of New Jersey, with an address of **76 Floral Avenue, New Providence, New Jersey 07974** (hereinafter referred to as "Buyer").

WHEREAS Seller is the owner of that certain parcel of land and building located at **43 Glendale Road, Summit, NJ 07901, Union County, State of New Jersey** also known as **Block [2406], Lot [4]** on the official tax maps of **The City of Summit**, which parcel of land is more fully described in **Exhibit "A"** attached hereto and by this reference incorporated herein, together with all rights, easements and appurtenances pertaining to said real property, if any (collectively, the "Land"); and all improvements, buildings and structures situated on the Land to the extent remaining on the Closing Date. All of the foregoing items to be purchased under this Contract shall be collectively referred to as the "Property"; and

WHEREAS Buyer is desirous of purchasing the Property from Seller on the terms and conditions set forth in this Contract.

NOW THEREFORE in consideration of the Purchase Price, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties do agree as follows:

1. **Property.** Subject to the terms and conditions set forth in this Contract, Seller agrees to sell and Buyer agrees to purchase from Seller on the terms and conditions set forth in this Contract, a fee simple interest in the Land and all of Seller's rights and interests in the Property.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is **[Five Hundred Twenty Five Thousand] Dollars (\$[525,000.00])** and shall be paid as follows:

- a. **[One Thousand] Dollars (\$[1000.00])** as an "initial deposit" at the time of the execution of this Contract. **[KL GATES P.C. Attorney Trust Account]** (the "Escrow Agent") shall hold the initial deposit in an interest-bearing account. All interest shall belong to the party to which the Escrow Agent shall turn over the deposit monies pursuant to the terms of this Contract.
- b. **[Twenty Five Thousand Two Hundred Fifty] Dollars (\$[25,250.00])** as an "additional deposit" to be paid to the Escrow Agent within two (2) business days after the expiration of the Due Diligence Period (as defined in Section 25 below). The Escrow Agent shall hold the additional deposit in an interest-bearing account.
- c. **[Four Hundred Ninety Eight Thousand Seven Hundred Fifty] Dollars (\$[498,750.00])**, or the "balance payment", to be paid at the time of the Closing in cash, certified check, bank cashier's and/or attorney trust account check.

The Purchase Price shall be adjusted so that all costs and expenses of Closing are allocated as set forth in Section 9 herein below.

3. **Mortgage Financing.** Buyer agrees to make a good faith effort to obtain a first mortgage loan in the amount of **[Four Hundred Ninety Eight Thousand Seven Hundred Fifty] Dollars (\$498,750.00)**, from the Special Needs Housing Partnership Loan Program under which the City of Summit's Affordable Housing Trust Fund, the New Jersey Housing and Mortgage Finance Agency and the New Jersey Department of Community Affairs will participate to provide the Mortgage Financing. Buyer shall have a sixty (60) day period (the "Mortgage Contingency Period") commencing on the successful completion date of the Due Diligence becomes binding in accordance with Section 25 hereof to terminate this Contract on written notice to Seller if Buyer is not able to obtain a first mortgage loan as described above, in which event the initial deposit and the additional deposit shall be returned to Buyer and, upon such return, this Contract shall terminate and neither party shall have any further obligations hereunder. Buyer shall have the right at its sole option to extend the Mortgage Contingency Period for one (1) additional thirty (30) day period upon written notice to Seller which must be given at least three (3) days prior to the expiration of the Mortgage Contingency Period.

a. Nothing contained herein shall compel Buyer to obtain a mortgage commitment in the amount set forth above, if Buyer determines for any reason that it would prefer to pay more of the Purchase Price in cash or its equivalent and to have a mortgage in a lesser amount or to have no mortgage at all.

b. In the event that Buyer obtains financing prior to the expiration of the Mortgage Contingency Period, Buyer shall promptly notify Seller.

4. **Quality of Title.** Seller shall convey good, insurable and indefeasible fee simple title to Buyer by means of a bargain and sale deed with covenants against the grantor's acts. Title shall be such as to be insurable by a title insurance company licensed to do business in the State of New Jersey at regular rates. The description of the Land shall be subject to such facts as an accurate survey may reveal, provided nothing therein contained prevents the use of the Property as set forth in Section 13.

5. **Place of Closing.** The Closing shall occur at the offices of Buyer's attorney or the offices as designated by Buyer's lender, or such other place upon which the parties may mutually agree.

6. **Date of Closing.** This transaction shall close (the "Closing") on or before the date (the "Closing Date") which is fifteen (15) days after all of the contingencies in this Contract have been either satisfied or waived. The parties recognize that no firm date for the Closing can be set at this time. However, the parties agree that the intended date of the Closing is **[October 15, 2013]**, and that the Closing shall occur during normal business hours.

7. **Condition of Property.** Except as set forth hereafter, Buyer affirms that it accepts the Property "as is" and "where is" as Buyer has inspected the Property. Seller agrees to permit Buyer to have a termite inspection of the Property within ten (10) days after the execution of this Contract. Seller agrees to leave the Property in "broom clean" condition. All rubbish and personal property shall be removed from the Property, except such personal property and equipment as specifically set forth in Section 8 herein below. Seller agrees to keep the grounds, grass, shrubs and dwelling in good condition until the Closing. Walks and driveways shall be free of debris, ice and snow. Buyer shall be entitled to inspect the Property immediately prior to the Closing.

8. **Personalty.** All personal property and equipment which are necessary for the proper operation of the Property are included in the sale of the Property.

9. **Adjustments at Closing.** The parties agree to make all usual adjustments including, but not limited to, real estate taxes, utilities, fuel oil and sewer taxes, at the time of the Closing. Buyer shall be entitled to deduct from and credit against the Purchase Price the realty transfer fee, all monetary liens against the Property (which shall be released or discharged prior to or simultaneous with Closing), and the charges for recording releases or discharges of any such monetary liens.

10. **Financial Ability.** Subject to Section 3 hereof, Buyer represents that it has the ability to pay the Purchase Price set forth in this Contract pursuant to the terms for payment contained herein.

11. **Default.** In the event that Buyer shall default in the performance of this Contract, all deposit monies paid by Buyer in accordance with this Contract shall be paid over to Seller as liquidated damages. The parties acknowledge that it would be difficult to calculate Seller's actual damages in the event of such default by Buyer and have agreed that the deposit monies paid are fair and reasonable as damages in the event of Buyer's default. In the event of Seller's default in the performance of this Contract, Buyer shall be entitled to the return of its deposit monies plus any interest accrued thereon, or the remedy of specific performance.

In the event of any alleged default, the party alleging default must give the other party written notice of the alleged default and a ten-day period within which to correct the alleged default.

12. **Real Estate Commissions.** Each party represents to the other that they have dealt solely with their respective agent listed below and Seller agrees to pay the named Realtor(s) or their agents, except as set forth in this Contract.

Selling Broker:	CBC Feist & Feist Rlty. Corp	Listing Broker:	Lois Schneider Realtors
Agent:	Lori A. Wisniewski	Agent:	Deborah Lupton
Commission:	2.5%-50.00 MLS fee	Commission:	2.5% + \$50.00 MLS fee

This commission will be earned, due and payable upon Closing. Seller hereby authorizes and directs Buyer's attorney, or the settlement agent, as the case may be, to pay the named Realtor(s) the full commission out of the funds at Closing. Buyer is not liable to pay for any real estate commissions due the Realtors. Buyer and Seller each represent and warrant to the other that no other broker, agent or finder, licensed or otherwise has been engaged by it, respectively, in connection with the transaction contemplated by this Contract. In the event of any such claim for broker's, agent's or finder's fee or commission in connection with the negotiation, execution or consummation of this transaction, the party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs. Buyer and Seller hereby agree that the representations and warranties contained in this Section shall survive the Closing and delivery of the deed.

13. **Certificate of Occupancy.** Not applicable.

14. **Survival.** It is understood and agreed that whether or not specifically provided herein, any provision of this Contract which, by its nature and effect, if required to be observed, kept or performed after the delivery of the deed shall survive and shall not be merged therein, but shall remain binding upon, and for the benefit of the parties hereto, until fully performed, kept or observed.

15. **Effects of Agreements.** This Contract shall be binding upon the parties, their respective successors, heirs and assigns, and shall be construed in accordance with the laws of the State of New Jersey.

16. **Notice.** All notices required by this Contract shall be given in writing, certified mail, return receipt requested or via facsimile or electronic mail, to the appropriate parties at the addresses below:

a. If to Seller, at the address first set forth above and to _____
Esq., _____ New Jersey, _____;
Fax: () _____; Email: _____.

b. If to Buyer at the address first set forth above and to Matthew J. Schiller, Esq., K&L Gates LLP, One Newark Center, Tenth Floor, Newark, NJ 07102 Phone: (973) 848-4057; Fax: (973) 848-4001; Email: matthew.schiller@klgates.com

c. If to Buyer's Realtor, to Lori A. Wisniewski, EVP, CB FEIST & FEIST REALTY CORP., 180 Mt. Airy Rd. Suite 200, Basking Ridge, New Jersey, 07920; Phone: (908)377-8594; Fax: (908)696-1511; Email: loriwis602@aol.com

d. If to Seller's Realtor, to Deborah Lupton, LOIS SCHNEIDER REALTORS, 431 Springfield Avenue, Summit, New Jersey, 07901 Phone: (908) 277-1398; Fax: (908) 277-0956; Email: dlupton@loisschneiderrealtor.com

e. If to the Escrow Agent, to Matthew J. Schiller, Esq., K&L Gates LLP, One Newark Center, Tenth Floor, Newark, NJ 07102 Phone: (973) 848-4057; Fax: (973) 848-4001; Email: matthew.schiller@klgates.com

The parties agree that notice by counsel may serve as effective notice by the party whom that counsel represents.

17. **Recording.** No part of this Contract or any memorandum thereof may be recorded in the Office of the Clerk of Union County or in any other location without the consent of both parties; provided, however, that Buyer and Buyer's lender may record notices of settlement in accordance with applicable law upon the expiration of the Due Diligence Period (provided that this Contract is not terminated in accordance with Section 25 below). Recording of this Contract without said consent shall be considered a default, which may not be cured pursuant to Section 11 of this Contract.

18. **Captions.** The captions in this Contract are not be construed as part of this Contract and are merely for convenience and reference.

19. **Construction.** When the context of this Contract so requires, nouns appearing in the singular shall have the same effect as if used in the plural and vice versa, and the proper gender shall be attributed to all pronouns.

20. **Entire Agreement.** This Contract represents the entire agreement between the parties hereto. The parties affirm that there are no other understandings and/or oral promises between the parties. The parties' further state that this Contract may not be modified orally, but only may be modified by a written agreement executed by the parties to this Contract.

21. **Rollback Taxes.** Not applicable.

22. **Attorney Review.**

Buyer's Attorney: Matthew J. Schiller, Esq. Ph: (973) 848-4057 Fax: (973) 848-4001
K&L Gates LLP Email: matthew.schiller@klgates.com

Seller's Attorney: Ph: Fax:

a. Study by Attorney – Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, then the attorney must complete his or her review of this Contract within the three-day period after the full execution of this Contract by Buyer and Seller. This Contract will be legally binding at the end of this three-day period unless an attorney for Buyer or Seller reviews and disapproves of this Contract.

b. Counting the Time – You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.

c. Notice of Disapproval – If an attorney for Buyer or Seller reviews and disapproves of this Contract, then the attorney must notify the Realtor(s), the Escrow Agent and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney

must send the notice of disapproval to the Realtor(s) by certified mail, facsimile, electronic mail, or by delivering it personally. The certified letter will be effective upon sending. The personal delivery, facsimile or electronic mail will be effective upon delivery to the Realtor's office. The attorney may also, but need not, inform the Realtor(s) of any suggested revision(s) in the Contract that would make it satisfactory.

23. **Cancellation.** If this Contract is legally and rightfully cancelled, then Buyer shall get back the deposit monies and the parties will be free of liability to each other.

24. **Escrow.** All deposit monies paid by Buyer shall be held in escrow with the Escrow Agent until the Closing, at which time all deposit monies shall be paid over to Seller, or as otherwise payable pursuant to the terms of this Contract. In the event any contingency in this Contract is not satisfied or waived, both parties must acknowledge with the Escrow Agent the mutually accepted cancellation of this Contract before the deposit monies are returned to Buyer.

25. **Due Diligence Period.** Buyer shall have a twenty (20) day period (the "Due Diligence Period") commencing on the date this Contract (including any supplements and addendums hereto) becomes binding in accordance with Section 22 hereof to terminate this Contract without cause upon written notice to Seller, in which event the initial deposit shall be returned to Buyer and, upon such return, this Contract shall terminate and neither party shall have any further obligations hereunder. Failure by Buyer to so terminate this Contract shall constitute a waiver of Buyer's right to do so.

a. Seller agrees that Buyer, its representatives, and consultants shall have the right to enter upon the Property during the Due Diligence Period to perform engineering, environmental and such other feasibility studies necessary for Buyer's intended use of the Property, as Buyer determines in its sole discretion.

b. Buyer's right to enter upon the Property and to inspect the Property during the Due Diligence Period for the purpose of making such inspections is conditioned upon the following: (1) that such entry shall be at Buyer's sole risk, cost and expense; and (2) that all inspections of whatever nature shall be performed only by qualified engineers and contractors; and (3) that prior to any such entry (A) Buyer shall afford Seller not less than forty-eight (48) hours' advance notice of such inspection and permit Seller to have a representative present at such inspection, and (B) Buyer shall furnish Seller with proof satisfactory to Seller that all of the inspections to be conducted upon the Property by Buyer's said representatives and consultants shall be protected by liability insurance coverage pursuant to a liability insurance policy satisfactory to Seller naming Seller as an additional insured thereunder and having a single limit of not less than \$1,000,000.00, which policy shall be in a form reasonably satisfactory to Seller. Buyer shall indemnify, defend and hold Seller harmless from all claims, judgments or expenses arising from said entry and inspection. No inspection shall include any disturbance of the ground without the prior written consent of Seller.

c. In the event Buyer causes damage to the Property as a result of its studies performed pursuant to this Section 25 and Closing hereunder does not occur, Buyer shall immediately repair such damage and restore to the Property to its previous condition.

26. **Seller Representations.** Seller represents that, unless previously noted in the listing agreement, they are disclosing that no oil tanks exist on the property. If an oil tank(s) previously existed prior to the listing of this property, then Seller agrees to provide any relevant documentation related to the testing and removal of such tank(s).

27. **Board Approval.** Acceptance of this Contract by Buyer is subject to and contingent upon the unanimous approval of the Board of Directors of Our House, Inc.

28. **Further Action.** Seller and Buyer each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require consistent with this Contract to consummate, evidence or confirm the sale contemplated hereby. The provisions of this Section 28 shall survive the Closing and delivery of the deed.

29. **Counterparts.** This Contract (including all supplements and addendums, if any) may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Contract by facsimile or other electronic means shall be equally as effective as delivery of an original counterpart to this Contract.

30. **Assignment.** This Contract shall be binding upon the parties hereto and their respective heirs, successors or representatives, and this Contract may not be assigned by either party without the express written consent of the other party first having been obtained. Notwithstanding the foregoing, however, it is expressly agreed that Buyer may assign its rights in, to and under all or any portion of this Contract to any affiliate of Buyer; provided, however, that Buyer shall remain liable as a guarantor for the performance of all of the covenants, agreements, representations, and warranties hereof.

31. **Risk of Loss.** Risk of loss or damage to the Property by condemnation, eminent domain or similar proceedings (or deed in lieu thereof), from the date hereof through the Closing Date will be on Seller. In the event any portion of the Property has been taken by condemnation or eminent domain proceedings (or deed in lieu thereof) or if any means of access to the Property has been locked or substantially impaired by any such taking, Buyer may, at its option, elect to terminate this Contract or consummate the transaction and receive an assignment of all proceeds of insurance or condemnation awards attributable to such damage or taking.

32. **Authority.** Those persons signing on behalf of Buyer and Seller represent that they are authorized to sign.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have set their hands and/or caused these individuals, who attest their legal ability to sign for their respective party on the day and date first above written.

Witness/Attest:

W. Capron
FOR Debbie Capton

Witness/Attest:

Ch. Wernsing

James A. McDermott
"Seller"

BY: JAMES A. McDERMOTT

Bette W. McDermott
"Seller"

BY: Bette W. McDermott

Our House, Inc. "Buyer"

BY: Michele Wernsing

Name: Michele Wernsing
Title: Executive Director

OUR HOUSE, INC.
76 FLORAL AVENUE
MURRAY HILL, NJ 07974

Bank of America.



55-33-212

® ECOMSM Check Fraud
Protection for Business

6604

6604

****One Thousand and 00/100 Dollars

DATE

AMOUNT

4/30/2013

\$1,000.00

PAY
TO THE
ORDER
OF

K & L GATES, LLP ATTORNEY TRUST ACCOUNT

Richard W. ...
AUTHORIZED SIGNATURE

Security features. Details on back.



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT



Property Address: 43 Glenhol Rd
Summit NJ
 Seller: James + Betty MacDonnell

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

OCCUPANCY

Yes No Unknown

1. Age of House, if known Built 1923
 2. Does the Seller currently occupy this property?
 If not, how long has it been since Seller occupied the property?
 3. What year did the seller buy the property? 1983
 3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the property? If "yes," please attach a copy of it to this form.

Yes No Unknown

4. Age of roof NRW 2010
 5. Has roof been replaced or repaired since seller bought the property?
 6. Are you aware of any roof leaks?
 7. Explain any "yes" answers that you give in this section:

ATTIC, BASEMENTS AND CRAWL SPACES (Complete only if applicable)

Yes No Unknown

8. Does the property have one or more sump pumps?
 8a. Are there any problems with the operation of any sump pump?
 9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the property?
 9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the property?
 10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs:
 11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify location. outside wall of attached garage
 12. Are you aware of any restrictions on how the title may be used as a result of the manner in which the title or roof was constructed?
 13. Is the attic or house ventilated by: ☐ a whole house fan? ☐ an attic fan?
 13a. Are you aware of any problems with the operation of such a fan?
 14. In what manner is access to the attic space provided? ☐ staircase ☐ pull down stairs
☒ crawl space with aid of ladder or other device ☐ other
 15. Explain any "yes" answers that you give in this section:
#11. water, cracks to be repaired. No more
construction

TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS

Yes No Unknown

16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the property?
 17. Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot, or pests?
 18. If "yes," has work been performed to repair the damage?
 19. Is your property under contract by a licensed pest control company? If "yes," state the name and address of the licensed pest control company: Western Pest Control
Providence, RI
 20. Are you aware of any termite/pest control inspections or treatments performed on the property in the past? YES NO

21. Explain any "yes" answers that you give in this section:

Heavily loaded property R/Vs, no the - That 006144
Foundation Anomaly

STRUCTURAL ITEMS

Yes No Unknown

☒ ☐ ☐

22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations, including any restrictions on how any space, other than the attic or roof, may be used as a result of the manner in which it was constructed?

☐ ☒ ☐

23. Are you aware if the property or any of the structures on it have ever been damaged by fire, smoke, wind or flood?

☐ ☒ ☐

24. Are you aware of any fire retardant plywood used in the construction?

☒ ☐ ☐

25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or retaining walls on the property?

☒ ☐ ☐

26. Are you aware of any present or past efforts made to repair any problems with the items in this section?

27. Explain any "yes" answers that you give in this section. Please describe the location and nature of the problem.
See memo in question 11-15

ADDITIONS/REMODELS

Yes No Unknown

☐ ☒ ☐

28. Are you aware of any additions, structural changes or other alterations to the structures on the property made by any present or past owners?

☐ ☐ ☐

29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this section:

PLUMBING, WATER AND SEWAGE

Yes No Unknown

☐ ☐ ☐30. What is the source of your drinking water? ☒ Public ☐ Community System☐ Well on Property ☐ Other (explain):☐ ☐ ☐

31. If your drinking water source is not public, have you performed any tests on the water?

If so, when?

Attach a copy of or describe the results.

☐ ☒ ☐

32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any location other than the sewer, septic, or other system that services the rest of the property?

☐ ☐ ☐

33. When was well installed?

Location of well?

☐ ☒ ☐

34. Do you have a softener, filter, or other water purification system?

☐ Leased ☐ Owned☐ ☐ ☐35. What is the type of sewage system? ☒ Public Sewer ☐ Private Sewer ☐ Septic System☐ Cesspool ☐ Other (explain):☐ ☐ ☐

36. If you answered "septic system," have you ever had the system inspected to confirm that it is a true septic system and not a cesspool?

☐ ☐ ☐

37. If Septic System, when was it installed?

Location?

☐ ☒ ☐

38. When was the Septic System or Cesspool last cleaned and/or serviced?

☐ ☒ ☐

39. Are you aware of any abandoned Septic Systems or Cesspools on your property?

☐ ☐ ☐

39a. If "yes," is the closure in accordance with the municipality's ordinance? (explain):

☐ ☒ ☐

40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems? If "yes," explain:

☐ ☒ ☐

41. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage tanks, or dry wells on the property?

☐ ☒ ☐

42. Is either the private water or sewage system shared? If "yes," explain:

☐ ☒ ☐43. Water Heater: ☐ Electric ☐ Fuel Oil ☒ Gas☐ ☒ ☐Age of Water Heater 2010 12/11☐ ☒ ☐

43a. Are you aware of any problems with the water heater?

☐ ☒ ☐

44. Explain any "yes" answers that you give in this section:

HEATING AND AIR CONDITIONING

Yes No Unknown

☐ ☐ ☐

45. Type of Air Conditioning:

☐ Central one zone ☐ Central multiple zone ☒ Wall/Window Unit ☐ None☐ ☐ ☐

46. List any areas of the house that are not air conditioned:

Fans used as direct additional heating☐ ☐ ☐

47. What is the age of Air Conditioning System?

☐ ☐ ☐48. Type of heat: ☐ Electric ☐ Fuel Oil ☒ Natural Gas ☐ Propane ☐ Unheated ☐ Other☐ ☐ ☐

49. What is the type of heating system? (for example, forced air, hot water or base board, radiator, steam heat)

Forced Air

If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.

Yes No Unknown

99. Are you aware if the property has been tested for radon gas? (Attach a copy of each test report if available.)

100. Are you aware if the property has been treated in an effort to mitigate the presence of radon gas? (If "yes," attach a copy of any evidence of such mitigation or treatment.)

101. Is radon remediation equipment now present in the property?

101a. If "yes," is such equipment in good working order?

MAJOR APPLIANCES AND OTHER ITEMS

The terms of any final contract executed by the seller shall be controlling as to what appliances or other items, if any, shall be included in the sale of the property. Which of the following items are present in the property? (For items that are not present, indicate "not applicable.")

Yes No Unknown N/A

102. Electric Garage Door Opener

102a. If "yes," are they reversible? Number of Transmitters _____

103. Smoke Detectors

☐ Battery ☒ Electric ☐ Both How many _____

☐ Carbon Monoxide Detectors How many _____

Location _____

104. With regard to the above items, are you aware that any item is not in working order?

104a. If "yes," identify each item that is not in working order or defective and explain the nature of the problem:

105. ☐ In-ground pool ☐ Above-ground pool ☐ Pool Heater ☐ Spa/Hot Tub

105a. Were proper permits and approvals obtained?

105b. Are you aware of any leaks or other defects with the filter or the walls or other structural or mechanical components of the pool or spa/hot tub?

105c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?

106. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)

☒ Refrigerator

☒ Range

☐ Microwave Oven

☒ Dishwasher

☐ Trash Compactor

☐ Garbage Disposal

☐ In-Ground Sprinkler System

☐ Central Vacuum System

☐ Security System

☐ Washer

☐ Dryer

☐ Intercom

☐ Other

107. Of those that may be included, is each in working order? If "no," identify each item not in working order, explain the nature of the problem:

ACKNOWLEDGMENT OF SELLER

The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing or assisting the seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller alone is the source of all information contained in this statement. If the Seller relied upon any credible representations of another, the Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

James M. O'Neil
SELLER:

DATE:

7/8/12

Butte W. McDermott
SELLER:

DATE:

7/8/12

EXECUTOR, ADMINISTRATOR, TRUSTEE

(if applicable) The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE:

DATE:

RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER

The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of the property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract to purchase the property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home inspector.

PROSPECTIVE BUYER:

DATE:

PROSPECTIVE BUYER:

DATE:

ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON

The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement form and that the information contained in the form was provided by the Seller.

The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the property with reasonable diligence to ascertain the accuracy of the information disclosed by the seller, prior to providing a copy of the property disclosure statement to the buyer.

The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement form for the purpose of providing it to the Prospective Buyer.

SELLER'S REAL ESTATE BROKER/

DATE:

BROKER-SALESPERSON/SALESPERSON:

PROSPECTIVE BUYER'S REAL ESTATE BROKER/

DATE:

BROKER-SALESPERSON/SALESPERSON:

Union* Summit City* (2918)

Residential Agent Complete Report



43 Glendale Rd*

List Price: \$549,000

MLS#: 3013958	Section:	LP: \$549,000
Status: A	ZN:	OLP: \$549,000
Rms: 9	GRS: Lincoln-Hubbard	SP:
Bdrm: 4	MSJR: Summit MS	LD: 04/01/2013
FB: 3	HS: Summit HS	XD: 07/30/2013
HB: 0	Acres: .55*	UCD:
ZIP: 07901-3714*	LtSz: 143X168 AVG*	AntCd:
RZIP: 07901	SqFt:	CD:
Block: 2406*	CLR: Yellow	ADM: 105
Lot: 4*	CL: No	DOM: 105
Unit #:	GSMLS.com: Yes	Terms:
Floor #:	Pets:	SDA: Yes
Bldg #:	YB/Dscr/Ren: 1983 / Approximate /	
FHA55+: No	PSubType: Single Family	
Style: Ranch		

Directions: Whittredge Road to Westminster Road to the cul de sac end of Glendale Road to #43

Remarks: Wonderful opportunity to own on Summit's northside with potential galore on over a half acre of property. Great Lower Price!! New furnace and air conditioning installed in June 2013. All new gutters and leaders in 2013, new roof and water heater in 2010.

INTERIOR

Applincs: Carbon Monoxide Detector, Dishwasher,	IntFeat: Carbon Monoxide Detector, Smoke Detector
Range/Oven-Gas	Kitch: Eat-In Kitchen
Bsmnt: Yes / Unfinished, Walkout	MastBr: Full Bath, 1st Floor, Walk-In Closet
Dina: Formal Dining Room	MstBath: Stall Shower
Exclu: Washer and Dryer	
FirePl: 0 /	
Floor: Carpeting, Ceramic Tile, Vinyl-Linoleum	

EXTERIOR / OTHER FEATURES

Drive: / 1 Car Width, Additional Parking, Gravel	Garage: 2 / Attached Garage
Exterior: Vinyl Siding	Pool: No /
ExtFeat: Deck	Roof: Asphalt Shingle

ROOMS

LivRm: 12x16 / First	DinRm: 12x12 / First	Kitch: 20x12 / First	Den: /	FamRm: 19x26 / First
Bed1: 19x11 / First	Bed2: 10x9 / First	Bed3: 14x10 / First	Bed4: 12x15 / First	
Bathroom: /First	Bathroom: /First	Bathroom: /Ground	Rec Room: /Ground	
LevelG: Bath(s) Other, Laundry Room, Rec Room, Walkout				
Level1: 4 Or More Bedrooms, Bath Main, Bath(s) Other, Dining Room, Family Room, Foyer, Kitchen, Living Room				

UTILITIES

Heat: 1 Unit, Forced Hot Air	Sewer: Public Sewer
Cool: 1 Unit, Ceiling Fan, Central Air	Utilities: Electric, Gas in Street
Fuel: Gas-Natural	Water: Public Water
Service: Cable TV Available, Garbage Included	WtrHt: Gas

FINANCIAL INFORMATION / TAX INFORMATION

Fee: \$ /	LenderAprvReq: No	OTP: Fee Simple	Taxes: \$15,868 / 2012	LndAsmt: \$356,500
AppFee: \$	Easement: Unknown /		TaxRt: 3.967 / 2012	BldAsmt: \$43,500
Other: \$ /				TotAsmt: \$400,000

SHOWING INFORMATION

Owner: MCDERMOTT, JAMES A., JR. & BETTE W.*	OwnerPh: 908-273-6796	Sign: Yes
Instr: PLEASE speak to Jim at 908-273-6796 (Home) or Bette at 973-902-3551		Poses: POT
Show: Call Owner, Courtesy Call, <u>GSMLS Lockbox</u>		

LISTING OFFICE INFORMATION

ListOff: LOIS SCHNEIDER REALTOR (0061)	Ph: 908-277-1398	Fax: 908-277-0956
ListAgt1: DEBORAH LUPTON (267401)	Ph: 908-376-2724	Fax: 908-934-9390
BREL: Seller Agent	BB: 2 1/2% - \$50	SB: 0
LType: Exclusive Right to Sell	Photo: Broker/Agent to Provide	TB: 2 1/2% - \$50

Copyright, Garden State MLS, L.L.C.

Info. deemed RELIABLE but not GUARANTEED - ALL Room Sizes are Approx.

PETER WISNIEWSKI

APR. 5, 2013 12:08PM

LOIS SCHNEIDER REALTOR

NO. 873

P. 2

BLOCK 1820

BLENDABLE RD.
(30 FT. WIDE R.O.W.)

GR. TO THE NORTHEASTERN
SIDEWALK OF RAILROAD CROSSING
AS EXTENDED

UTILITY EASEMENT
(VACATED PORTION OF BLENDABLE RD.)

3 85° 25' 31" E
159.54

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
84.2

2 21° 41' 8" E
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This certification is made only to those persons for purchase under mortgage of herein delineated property by named purchaser. No responsibility or liability is assumed by Surveyor for use of survey for any other purpose including, but not limited to, use of survey for survey plaintiff, resale of property, or to any other person not named in this document, either directly or indirectly.

MAP REFERENCE: MAP ENTITLED "FINAL
MAP OF BLENDABLE ESTATES" DATED AUGUST
22, 1980, REVISED SEPT. 22, 1980. THIS MAP
WAS FILED IN THE UNION COUNTY REGISTER'S
OFFICE APRIL 16, 1981 AS MAP N° 742D.

THIS SURVEY IS CERTIFIED TO:
ONE A. MCDERMOTT AND BETTE L. MCDERMOTT,
HIS WIFE, SUMMIT AND ELIZABETH TRUST COMPANY,
BUYERS TITLE INSURANCE CORPORATION AND
BANK PIZZ, ETC.

FINAL LOCATION: DEC. 20, 1983
CERTIFICATION ADDED 12.2.83

SURVEY AT
CITY OF SUMMIT
UNION COUNTY, N.J.
MARCH 4, 1983 SCALE 1"=50'

A. EDWARD YANNACCONE
N.J. LIC. LAND SURVEYOR # 15155
YANNACCONE, MURPHY & HOLLOWAY, INC.
CIVIL ENGINEER AND SURVEYORS
52 BERNARDS AVENUE
BERNARDSVILLE, N.J. 07924

P.S. Construction Inc.

Peter Streletz
2150 Stony Garden Road
Kintnersville Pa 18930

Date 10/7/2013

PA#065288 NJ#13hv03526500 NJ Builder# 038190

Office 610 346-8677 Cell 732 433-3989 Fax 610 346-8970

Email: psbld@enter.net web site: psbuilding.com

Customer: Our House Inc. 76 Floral Ave Murray Hill NJ 07974

Contact: Gia Gore 908 568-3966 Email: giagore@comcast.net

Location: #43 Glendale Road Summit NJ

Description

Time Line

Week 1-4

Job Start, submit permits, permit completion

Week 5-9

Demolition and Frame completion

Week 10-13

Rough plumbing completion, Reconfigure electric completion, HVAC rough completion, fire suppression rough completion

Week 14-17

Sheetrock completion, tile completion, driveway completion, floor completion

Week 18-21

All finals, exterior fence, final inspections, plumbing finals, electric finals and final inspection.

PLEASE NOTE:

The enclosed Special Needs Proforma is for applicants that are seeking Special Needs Financing only.

Applicants that are seeking Low Income Housing Tax Credits, Home Express and/or Multifamily Financing must complete the Form 10 included in the UNIAP. The UNIAP can be found on the NJHMFA website:
<http://www.state.nj.us/dca/hmfa/biz/devel/uniap.html>

**New Jersey Housing and Mortgage Finance Agency
Special Needs Proforma**

SCHEDULE 10-A: PROJECT DESCRIPTION

Project Applicant/Sponsor: Our House, Inc.
Project Name: Glenside Road
Contact Person: Gia Gore

Site Location

Street Address: 43 Glenside Road
City: Summit
Zip Code: 07836
County: Union
Block(s): 2406
Lot(s): 4
Legislative District: 21
Congressional District: 7
Census Tract: 038000

Type of Project (Mark "x")

Acquisition Only:
Acquisition With Minor Rehabilitation: X
Acquisition With Substantial Rehabilitation:
New Construction:
Modular Construction:
Other:

Project Timeline

Construction Term (Months): 3
Rent Up Period (Months): 2
Acquisition Closing Date: 13-Nov
Date in Service: 14-Mar

Project Description

Number of Dwellings: 1
Number of Bedrooms: 4

Type of Residential Structure*	# Buildings	# Stories	# Bedrooms	Unit Size s/f
SF	1	1	4	2,100
Basement				
Office/Program Space				
Common Space				
Garage & Indoor Parking				
Other (Please Specify):				

* Unit = single property address: a single family home, condo, townhouse, apt. etc.

**Low - Rise (1 - 3), Mid/Hi - Rise (4 + stories), Townhouse or Semi-detached

New Jersey Housing and Mortgage Finance Agency
Special Needs Proforma

SCHEDULE 10-B: DEVELOPMENT BUDGET

1. SOURCES OF FUNDS DURING CONSTRUCTION

A. Summit	\$400,000
B. NJHMFA SNHPLP	\$250,000
C. DDD Fire Suppression	\$30,000
D.	
E.	
TOTAL SOURCES OF FUNDS	\$680,000

2. USES OF FUNDS

A. ACQUISITION COSTS

a. Land Acquisition	\$525,000
b. Other	
Total Acquisition Costs	\$525,000

B. REHABILITATION/CONSTRUCTION COSTS

a. Demolition	
b. Residential Structures	\$58,655
c. Permits	\$2,500
d. Surety & Bonding	\$3,500
e. Environmental Remediation	\$0
f. Green & Sustainable Features	\$0
g. Site Work	
h. Other: Fire Suppression	\$30,000
i. Other: Washing Machine & Dryer	\$1,700
Total Rehab/Const. Costs	\$96,255

C. DEVELOPER FEE Max. 8% of A. + B.

\$31,062

D. CONTINGENCY

a. Rehabilitation Costs	2.00%	\$1,925
Total Rehab/Const. Costs		\$1,925

E. PROFESSIONAL SERVICES

a. Appraisal	\$350
b.	\$450
c. Architect	\$0
d. Attorney	\$10,000
e. Environmental Consultant	\$0
f. Surveyor / Engineering Services	\$2,500
g. Other:	\$0
Total Professional Costs	\$13,300

F. COSTS DURING CONSTRUCTION

a. Insurance - 3 months	\$700
b. Taxes - One Quarter	\$5,289
c. Title Insurance and Recording Expenses	\$3,500
d. Utilities	\$0
e. Other:	\$0
Total Closing Costs	\$9,489

TOTAL USES

\$677,031

3. OVERAGE / (SHORTAGE)

\$0

**New Jersey Housing and Mortgage Finance Agency
Special Needs Proforma**

SCHEDULE 10-C: OPERATING EXPENSES

1. ADMINISTRATIVE EXPENSES			
A. Stationery & Supplies		\$200	
B. Telephone		\$800	
C. Dues & Subscriptions		\$0	
D. Postage		\$400	
E. Inspections & Other Fees		\$0	
F. Legal Services		\$0	
G. Auditing		\$1,000	
H. Bookkeeping/Accounting		\$371	
I. Other:		\$0	\$2,771
2. SALARIES AND RELATED EXPENSES			
	% of Employee Time		
A. Janitorial	0%	\$0	
B. Grounds & Landscaping	0%	\$0	
C. Security	0%	\$0	
D. Site Office & Admin	0%	\$0	
E. Maintenance	0%	\$5,297	
F. Other Salaries:	0%	\$0	
G. Empl. Benefits	0%	\$1,420	
H. Empl. Payroll Taxes	0%	\$720	
I. Worker's Comp.	0%	\$170	
J. Other:	0%	\$0	\$7,607
3. MAINTENANCE AND REPAIRS			
A. Masonary		\$0	
B. Carpentry		\$0	
C. Plumbing		\$0	
D. Electrical		\$0	
E. Windows & Glass		\$0	
F. Snow Removal		\$1,000	
G. Grounds & Landscaping		\$1,600	
H. Paint & Decorating Supplies		\$516	
I. Janitorial Supplies & Tools		\$0	
J. HVAC Supplies		\$300	
K. Other:		\$0	\$3,416
4. MAINTENANCE CONTRACTS			
A. Rubbish Removal		\$584	
B. Heating & AC Maintenance		\$600	
C. Grounds, Parking & Landscaping		\$0	
D. Exterminating		\$600	
E. Other:		\$0	\$1,784
5. UTILITIES			
A. Water Charges		\$1,100	
B. Sewer Charges		\$900	
C. Electricity		\$3,251	
D. Gas		\$1,551	
E. Fuel		\$0	\$6,802
6. REAL ESTATE TAXES (Choose One And Provide Value)			
A. Regular Taxation		\$0	
B. PILOT / Tax Abatement		\$0	
C. Mark "x" If Exempt From Property Taxes	X	\$0	\$0
7. MANAGEMENT FEE			
			\$0
8. MONTHLY REPAIR AND REPLACEMENT			
			\$0
9. INSURANCE			
			\$0
TOTAL EXPENSES			\$22,380
10. DEBT SERVICE			
A. -		\$0	
B. -		\$0	
C. -		\$0	
TOTAL DEBT SERVICE			\$0

**New Jersey Housing and Mortgage Finance Agency
Special Needs Proforma**

SCHEDULE 10-D: OPERATING INCOME

# Bedrooms	Population To Be Subsidy Per Bed	Subsidy Type	Tenant Rent Per Bed if applicable	Tenant Paid Utilities	Tenant Total Rent	Total Subsidy	Total Income	
4	\$1,865	DDD			\$0	\$22,380	\$22,380	
					\$0	\$0	\$0	
					\$0	\$0	\$0	
					\$0	\$0	\$0	
					\$0	\$0	\$0	
Totals							\$0	\$22,380 \$22,380

Other Income:

Other Income:

Equipment and Amenities Available To Tenants (Mark "X")

Ranges	<input checked="" type="checkbox"/>
Refrigerator	<input checked="" type="checkbox"/>
Air Conditioning	<input checked="" type="checkbox"/>
Laundry Facilities	<input checked="" type="checkbox"/>
Disposal	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>
Carpet	<input type="checkbox"/>
Drapes	<input checked="" type="checkbox"/>

Services Paid By Tenants (Mark "X")

Heat	<input type="checkbox"/>	Indicate Type:	<input type="text"/>
Hot Water	<input type="checkbox"/>	Indicate Type:	<input type="text"/>
Cooking	<input type="checkbox"/>	Indicate Type:	<input type="text"/>
Air Conditioning	<input type="checkbox"/>	Indicate Type:	<input type="text"/>
Household Electric	<input type="checkbox"/>		
Water	<input type="checkbox"/>		
Sewer	<input type="checkbox"/>		
Parking	<input type="checkbox"/>		

**AMEND PERFORMANCE
BOND SUBMISSION DEADLINE
CROSS RIVER FIBER, INC.
FIBER OPTIC CABLE INSTALLATION
WITHIN CITY RIGHT-OF-WAY**

Big (R)

October 15, 2013

WHEREAS, on April 2, 2013 Resolution No. 35701 was adopted by Common Council which granted permission to Cross River Fiber, Inc. (Cross River) to install fiber optic cable within the City's Right-of-Way, and

WHEREAS, one of the conditions set forth in the resolution, Item No. 9, required that Cross River provide the City with a performance bond in the amount of twenty-five thousand dollars (\$25,000) to be submitted not more than forty-five (45) days after the effective date of the adopted resolution, and

WHEREAS, Cross River has since advised that while it has every intention of submitting the aforementioned performance bond, submitting same would occur in conjunction with receiving the appropriate permits and approvals as required by law, which has not yet occurred, and

WHEREAS, Cross River has requested that Item No. 9 of Resolution No. 35701 be changed to require the performance bond be submitted forty-five (45) days prior to installation of fiber optic cable.

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

That the requirement stipulated in Resolution No. 35701, Item No. 9, be amended as follows:

"Cross River shall provide the municipality, ~~not more than~~ forty-five (45) days prior to installation of fiber optic cable, ~~after the effective date of this Resolution~~, at its sole cost and expense, a performance bond in the amount of twenty-five thousand dollars (\$25,000) to ensure faithful performance of its undertakings.

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk

35701

**GRANT PERMISSION TO
CROSS RIVER FIBER, INC.
TO INSTALL FIBER OPTIC CABLE
WITHIN CITY RIGHT-OF-WAY**

April 2, 2013

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

WHEREAS, N.J.S.A. 48:3-19 requires Cross River Fiber to obtain the consent of the City of Summit for the joint use of any existing utility poles, and

Whereas, the general laws of the State of New Jersey grant the Council the authority to review an application made by a certified local telephone exchange carrier to install fiber-optic cable that is designed to provide telecommunications services within the municipality, and

Whereas pursuant to N.J.S.A. 48:17-10, the Council may grant its consent to the erection of telephone poles, conduits, wires or other fixtures in, upon, along, over or under any public road, street or highway of the municipality via the passage of a resolution, and

Whereas, Cross River-Fiber, Inc. ("Cross River"), is a corporation qualified to do business in New Jersey, and

Whereas, Cross River is a certified local exchange carrier and is authorized to provide telecommunications services in the State of New Jersey under authority granted to it by the New Jersey Board of Public Utilities, as set forth in the Order of Approval in Docket No. TE11050320 on July 14, 2011 and Docket No. TE12040297 on July 18, 2012, and

Whereas, Cross River seeks consent from the Council to install fiber-optic cable within public rights-of-way controlled by the municipality, and

Whereas, the Council is satisfied that it is in the public interest to promote competition in the telecommunications market within the municipality by providing this authorization to Cross River, and

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

1. Permission is hereby granted to Cross River to install fiber optic cable and other telecommunications related facilities in and over the public rights-of-way for the purpose of operating a telecommunications network within the municipality's public right of way, subject to the conditions set forth in the following paragraphs, of this resolution, which by its acceptance of this resolution, Cross River, its successors and assigns, agrees to be bound.
2. Any and all expenses related to the installation of lines approved herein shall be borne by Cross River.

3. Cross River shall be required, at its own expense, to obtain all necessary permits and approvals as required by applicable law and regulations.
4. Cross River shall adhere to all applicable safety requirements related to the installation, operation, maintenance, and use of the telecommunications network within the municipality.
5. The permission granted herein shall be extend to Cross River, its successors, and/or assignees, for twenty-five years, and a the end of said term, Cross River, its successors and/or assignees, at its sole option, may choose to extend the permission granted herein for an additional twenty-five years.
6. Cross River, its successors and assigns shall defend, indemnify, and hold the municipality harmless from any and all liability for damage to property or injury directly resulting from the installation, operation, maintenance or use of the local authorized herein.
7. Cross River shall maintain and keep in force and effect, as its sole cost and expense, and at all times during the term of this resolution, sufficient liability insurance naming the municipality as an additional insured and insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and one million dollars (\$1,000,000.00) for bodily injury or death resulting from any one accident or occurrence stemming from or arising out of Cross River's exercise of its rights hereunder.
8. Cross River shall be responsible for the repair of damage to paving, existing utility lines, or any surface or subsurface installations, arising from the installation or maintenance of the telecommunications network authorized herein.
9. Cross River shall provide the municipality, not more than forty-five (45) days after the effective date of this Resolution, as its sole cost and expense, a performance bond in the amount of twenty-five thousand dollars (\$25,000) to ensure faithful performance of its undertakings.

Dated: April 2, 2013

I, David L. Hughes City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, April 2, 2013.



City Clerk

**REFUND CASH PORTION OF
PERFORMANCE GUARANTEE
"THE PROMENADE" – 545 MORRIS AVENUE**

Shorke (CA)

October 15, 2013

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

That, in accordance with that the City Engineer's memo dated September 24, 2013, based on review of the file, final inspection of the site, and confirmation from the City Forester for the work at "The Promenade", 545 Morris Avenue, the City Treasurer be and he is hereby authorized to release the following to DP Morris Associates, LLC, 47 River Road, Suite 200, Summit NJ 07901:

Cash Portion of Performance Guarantee: \$2,004.92

Dated: October 15, 2013

I, Rosalia M. Licatense, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

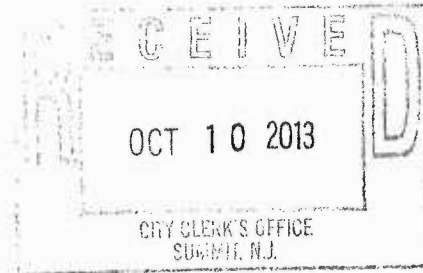
Deputy City Clerk



RESOLUTION (ID # 2049)

DOC ID: 2049

TO: Mayor and Common Council
FROM: Aaron Schrager, City Engineer
DATE: September 24, 2013



SUBJECT: Authorize release of performance guarantee for 545 Morris Avenue, "The Promenade".

The Applicant has requested a final release of a performance guarantee for the project at 545 Morris Avenue known as the Promenade. The performance guarantee was previously reduced in March 2012. As of June, the Applicant's performance guarantee including all accrued interest in account 00007200016694 was \$2,004.92.

Based on a review of the file, a final inspection of the site and confirmation from the City Forester, I recommend releasing the performance guarantee at this time. The refund should be sent to:

DP Morris Associates, LLC
47 River Road, Suite 200
Summit, New Jersey 07901

If you have any questions or require anything further please let me know.

Fin/Pers (CA) #1

**DEDICATION BY RIDER –
POLICE AND FIRE EQUIPMENT PURCHASES**

October 15, 2013

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance, and

WHEREAS, N.J.S.A 40A:5-29 provides for receipt of Donations – Acceptance of Bequests and Gifts by the municipality to provide for the operating costs to administer this act; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from Donations – Acceptance of Bequests and Gifts are hereby anticipated as revenue and are hereby appropriated for the sole purposes to which said revenue is dedicated by statute or other legal requirement:

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

1. That such fees received by the municipality be placed in a specific trust fund and such trust fund shall be considered a “Dedication by Rider” to the budget of the local unit per N.J.S.A. 40A:4-39 for the sole purpose of purchasing Police and Fire Equipment.
2. That two certified copies of this resolution be filed with the Director of Local Government Services.

Dated: October 15, 2013

I, Rosalia M. Licatense, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk



RESOLUTION (ID # 2116)

DOC ID: 2116

TO: Mayor and Common Council

FROM: Scott Olsen, City Treasurer

DATE: October 9, 2013

SUBJECT: Dedication By Rider – Police and Fire Equipment Purchases

SUMMARY

The Police Department recently received a \$5,000 donation from Celgene to be used towards the purchase of equipment; the Fire Department expects to receive a similar donation. This resolution allows these *and future* donations to be accepted without preparing additional resolutions. The term used is “Dedication by Rider”, because these funds – which are not easily estimated in advance– are dedicated for a specific use. In this case, their use is towards the purchase of equipment for the two departments.

**CANCEL RESERVE BALANCES
GENERAL CAPITAL**

*Fin/Pers
(CAP)
#2*

October 15, 2013

WHEREAS, there exists various Reserves for Preliminary Expenses on the balance sheet of the General Capital Fund, and

WHEREAS, these reserves have been investigated and it has been determined that they should be canceled to the Capital Improvement Fund or Capital Surplus.

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

That the following Reserves for Preliminary Expenses in the amount of \$30,312.00 are hereby canceled:

Old Town Hall Renovation	\$30,000.00
Oak Ridge Avenue Section II Engineering Services	5.00
Hobart Avenue Sections I & II Surveying Services	19.50
Parkview Terrace Roadway Surveying Services	287.50

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk



RESOLUTION (ID # 2085)

DOC ID: 2085

TO: Mayor and Common Council
FROM: Scott Olsen, City Treasurer
DATE: September 23, 2013

SUMMARY

This housekeeping resolution cleans up some items on the General Capital Balance Sheet. For the Old Town Hall Renovation, \$30,000 represents a matching grant received from Union County for façade improvements to 71 Summit Avenue, known as Old Town Hall. These improvements were completed in 2010, at a cost of \$77,400. While the grant money was received some years earlier, the City utilized funding from a bond ordinance rather than the grant, so this action acknowledges the project is complete and allows us to “realize” the grant money into Capital Surplus.

The next three projects were originally funded from the Capital Improvement Fund as Preliminary Expenses for third party engineering or survey services. The projects have been completed and the unspent balances listed may now be cancelled. Mechanistically, these funds are returned to the Capital Improvement Fund.

Finally, Summit Junior Baseball donated \$7,500 in 2009 for capital improvements to Wilson Park baseball field. Nearly all of the money was used to install coaches boxes, relocate the scoreboard posts, install conduit and additional irrigation. A small balance (\$103) will be refunded to Summit Junior Baseball.

CANCEL RESERVE BALANCES - SEWER CAPITAL

Fin/Pers (CA)
#3

October 15, 2013

WHEREAS, there exists a Reserve for Chatham Road Sewerage Pumping Station Study on the balance sheet of the Sewer Capital Fund, and

WHEREAS, this reserve has been investigated and it has been determined that it should be canceled to the Sewer Capital Improvement Fund.

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

That the Reserve for Chatham Road Sewerage Pumping Station Study in the amount of \$1,420.00 is hereby canceled:

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk



RESOLUTION (ID # 2113)

DOC ID: 2113

TO: Mayor and Common Council
FROM: Scott Olsen, City Treasurer
DATE: October 9, 2013
SUBJECT: Cancel Reserve Balances - Sewer Capital

SUMMARY

This housekeeping resolution cleans up an item on the Sewer Capital Balance Sheet. A Preliminary Study was authorized many years ago for the Chatham Road Sewerage Pumping Station. Funding was originally appropriated from the Capital Improvement Fund; this resolution returns the unspent balance back to the Sewer Capital Improvement Fund.

CANCEL RESERVE BALANCES - PARKING CAPITAL

October 15, 2013

WHEREAS, there exists several reserves on the balance sheet of the Parking Capital Fund, and

WHEREAS, these reserves have been investigated and it has been determined that they should be canceled to the Parking Capital Improvement Fund.

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

That the following reserves in the amount of \$5,655.67 are hereby canceled:

Reserve for Broad Street Garage Rehabilitation	\$655.67
Reserve for Schematic Analysis for Various Parking Sites	5,000.00

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk



RESOLUTION (ID # 2114)

DOC ID: 2114

TO: Mayor and Common Council
FROM: Scott Olsen, City Treasurer
DATE: October 9, 2013
SUBJECT: Cancel Reserves Balances – Parking Capital

SUMMARY

This housekeeping resolution cleans up two items on the Parking Capital Balance Sheet. In 2010, \$50,000 was authorized for a Preliminary Study/Schematic Analysis for various parking sites; in 2012, \$60,000 was authorized for the Broad Street Garage Rehabilitation. This resolution returns the unspent balances from both reserves back to the Parking Capital Improvement Fund.

**AUTHORIZE REDEMPTION OF
TAX SALE CERTIFICATE**

Fin/Pers (A) #5

October 15, 2013

WHEREAS, at the Municipal Tax Sale held on April 9, 2013 liens were sold for 2012 delinquent taxes, and

WHEREAS, the liens were sold to outside lienholders at 0% redemption fee with a premium.

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
503	21	Amozoqueno, Tony 6 Lowell Ave Premium: Check payable and mail to: FWDSL & Associates LLC 5 Cold Hill Rd Ste#11 Mendham NJ 07945 (2012 Sewer)	\$264.56 \$500.00
3604	7	Pinzon, Luis 75 Broad St. Premium: Check payable and mail to: FWDSL & Associates LLC 5 Cold Hill Rd Ste#11 Mendham NJ 07945 (2012 Sewer)	\$264.55 \$400.00

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk

Fin/Res (CA) #6

APPLY TAX CREDIT - 2013 TAX COURT JUDGMENT

October 15, 2013

WHEREAS, the Collector of Taxes has received a Tax Court Judgment from the Tax Court of New Jersey reducing the assessment on the following property for 2013.

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 apply credit to the 4th quarter installment:

Block	Lot	Name	Amount
1702	12	Schiffer, Craig & Amy Elizabeth 40 Beekman Terrace 2013 Original Assessment: 2,141,600 = \$86,991.79 Per Tax Court, Assessment: 1,922,000 = \$78,071.64 Judgment Applied	 \$8,920.15
		TCJ 2013 NO FREEZE	

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk

REFUND OVERPAYMENT OF 2013 TAXES
- COUNTY BOARD JUDGMENTS

Fin/Pers (C) #7*

October 15, 2013

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
2801	5	Tricker, Adrian & Hilary 678 Springfield Ave	5,264.15
		Original Assessment: 524,300 = 21,297.06 Per Tax Court, Assessment: 260,500 = 10,581.51	
		Check Payable and Mail to: Tricker, Adrian & Hilary c/o John R Loyd, esq. 155 Polifly Road Hackensack, NJ 07601	
3307	1.302 condo	RJ Realty Associates 33 Overlook Rd st#202/4	670.43
		Original Assessment: 459,800 = 18,677.07 Per Tax Court, Assessment: 325,600 = 13,225.87	
		Check Payable and Mail to: RJ Realty Associates Inc. 8 Hampshire Ct. Springfield NJ 07081	
3208	17	Batra, Poonam 60 Linden Place	4,484.00
		Original Assessment: 747,900 = 30,379.70 Per Tax Court, Assessment: 334,200 = 13,575.21	
		Check Payable and Mail to: Batra, Poonam 14 Greensview Dr Scotch Plains NJ 07076	

Block	Lot	Name	Amount
			517.91
4610	22	Barber, Daniel & Wendy 6 Watchung Place	
		Original Assessment: 364,300 = 14,797.86 Per Tax Court, Assessment: 258,300 = 10,492.14	
		Check Payable and Mail to: Barber, Daniel & Wendy 6 Watchung Place Summit NJ 07901	
		22	
3005	23	Bush, Andrew G. & Lori 24 Ramsey Dr	671.52
		Original Assessment: 631,200 = 25,639.35 Per Tax Court, Assessment: 453,100 = 18,404.93	
		Check Payable and Mail to: Michael A. Vespasiano Attorney Trust Account 331 Main Street Chatham NJ 07928	
3307	1.204 condo	Farrokh Shafaie Profit Sharing 33 Overlook Rd Ste#104	22.65
		Original Assessment: 153,700 = 6,243.29 Per Tax Court, Assessment: 113,800 = 4,622.55	
		Check Payable and Mail to: Farrokh Shafaie Profit Sharing 33 Overlook Rd Suite#104 Summit NJ 07901	
3307	1.207 Condo	Frisoli, Gary M.D 33 Overlook Rd Ste# 110	348.50
		Original Assessment: 293,000 = 11,901.66 Per Tax Court, Assessment: 209,600 = 8,513.95	
		Check Payable and Mail to: Frisoli, Gary MD 33 Overlook Rd Suite# 110 Summit, NJ 07901	

Block	Lot	Name	Amount
3307	1.402 Condo	Shafaie, Farrokh M.D 33 Overlook Rd Ste# 302 Original Assessment: 398,400 = 15,573.70 Per Tax Court, Assessment: 274,300 = 11,142.06 Check Payable and Mail to: Shafaie, Farrokh M.D 33 Overlook Rd Suite# 302 Summit, NJ 07901	445.24
3307	1.406 Condo	Summit Property Association LLC 33 Overlook Rd Ste# 306 Original Assessment: 204,800 = 8,318.97 Per Tax Court, Assessment: 146,500 = 5,950.83 Check Payable and Mail to: Summit Property Assoc. c/o Dr. Daniels 33 Overlook Rd Suite# 306 Summit, NJ 07901	238.74
3307	1.503 Condo	Summit Medical Property Associates LLC 33 Overlook Rd Ste# 403 Original Assessment: 449,000 = 18,238.38 Per Tax Court, Assessment: 321,200 = 13,047.14 Check Payable and Mail to: Summit Property Associates LLC 33 Overlook Rd Suite# 403 Summit, NJ 07901	522.77
4501	25	Freeman, Timothy & Katherine 10 Rowan Rd Original Assessment: 876,400 = 35,599.39 Per Tax Court, Assessment: 634,400 = 25,769.32 Check Payable and Mail to: Freeman, Timothy & Katherine 10 Rowan Rd. Summit, NJ 07901	5,553.44

Block	Lot	Name	Amount
2704	5	34 Maple St. Associates LLC 34-36 Maple St	2,286.62

Original Assessment: 709,100 = 28,803.65

Per Tax Court, Assessment: 453,100 = 18,404.93

Check Payable and Mail to:

34 Maple St. Associates LLC

c/o Dempsey, Dempsey & Sheehan

387 Springfield Ave

Summit, NJ 07901

Dated: October 15, 2013

I, Rosalia M. Licatase, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk

**AUTHORIZE REFUNDS - SEWER CONNECTION FEES AND
ROAD OPENING DEPOSITS**

October 15, 2013

WHEREAS, in a memo dated July 7, 2010, the Assistant Engineer had advised that the following items were complete and had been inspected, and the corresponding deposits can now be released.

WHEREAS, the Assistant Engineer further advises that all work regarding the aforementioned repairs have been completed and that the following deposits can be released.

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

That the City Treasurer be and he is hereby authorized to refund the following amounts to:

Name:	File:		Refund Amount:
Aanensen's 142 Midland Avenue Kearny, NJ 07032	05-328	Sanitary Sewer Connection 40 Beekman Terrace	\$2,700.00
J Alex Cranmer 90 Larned Road Summit, NJ 07901	10-120	Storm Sewer Connection & Curbing 90 Larned Road	\$500.00
Cashman Landscape Management & Design Inc 10 B Great Meadow Lane East Hanover, NJ 07936	07-181	Storm Sewer Connection 125 Hillcrest Avenue	\$500.00
DP22 Sunset LLc Nicholas Minoia 47 River Road Suite 200 Summit, NJ 07901	08-280	Storm Sewer Connection & Road Opening 22 Sunset Drive	\$500.00
Frederick Monsma 159 Mountain Avenue Summit, NJ 07901	04-107	Storm Sewer Connection 159 Mountain Avenue	\$800.00
Lombardi Enterprises 2901 South Clinton Avenue South Plainfield, NJ 07080	09-237	Storm Sewer Connection 556 Morris Avenue	\$500.00
Robert and Jane Giordano 23 Friar Tuck Circle Summit, NJ 07901	07-042	Road Opening 23 Friar Tuck Circle	\$3,000.00

Pelcon Construction Inc 709 Sharon Garden Court Woodbridge, NJ 07095	08-168	Storm Sewer Connection 39 Glendale Road	\$500.00
Rodkin LLC Noel Raskin 16 High Street Summit, NJ 07901	08-329	Storm Sewer Connection 18 High Street	\$500.00
Ron Paxson Carpentry Inc 43 Reservoir Place Cedar Grove, NJ 07009	08-304	Storm Sewer Connection 155 Woodland Avenue	\$500.00
Simonfay Landscaping Steve Simonfay 150 Main Street Chatham, NJ 07928	07-029	Storm Sewer Connection 3 Devon Road	\$500.00
Summit Square LLC PO Box 745 Summit, NJ 07902	03-044	Sanitary Sewer Connection 4 Whittredge Road	\$500.00
Thomas Caporaso Caporaso Landscaping Inc 18 Morris Court Summit, NJ 07901	08-059	Road Opening 25 Walnut Street	\$500.00
Thomas Caporaso Caporaso Landscaping Inc 18 Morris Court Summit, NJ 07901	10-010	Sanitary Sewer Connection 22 Kent Place Boulevard	\$500.00
Upland Builders & Renovators Inc 327 Green Village Road Green Village, NJ 07935	08-121	Storm Sewer Connection 17 Club Drive	\$500.00
Vansam Builders LLC 12 Morris Avenue Suite 102 Union, NJ 07083	06-028	Sanitary & Storm Sewer Connection 17 Sayre Street	\$500.00

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk



RESOLUTION (ID # 2109)

DOC ID: 2109

TO: Mayor and Common Council

FROM: Marge Gerba, Assistant City Treasurer

DATE: October 7, 2013

SUBJECT: Authorize Refunds - Sewer Connection Fees and Road Opening Deposits

SUMMARY

This resolution authorizes release of fees and deposits authorized by the Engineering Department.

Funds are being released as we receive confirmation of address and outstanding status from each depositor

Fin/Pers (CA) #9

**PAY QUARTERLY COUNTY TAXES,
SID TAXES AND OPEN SPACE TAXES - 4TH QUARTER**

October 15, 2013

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 a check and issue the same to the County Treasurer in the amount of \$9,034,390.88 on account 4th Quarter 2013 County Taxes.

FURTHER RESOLVED that the proper officers of the City be and they are hereby authorized and directed to draw a check and issue the same to Summit Downtown, Inc. in the amount of \$44,700.00 for the 4th Quarter 2013 Special Improvement District Taxes.

FURTHER RESOLVED that the proper officers of the City be and they are hereby authorized and directed to draw a check and issue the same to the County Treasurer, the 4th Quarter 2013 Open Space, Recreation and Historic Preservation fund Taxes, in the amount of \$258,171.52.

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

Deputy City Clerk

AUTHORIZE PARKING REFUNDS

*Lin/Pers (CA)
#10*

October 15, 2013

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 he is hereby authorized to issue checks to reimburse Summit SmartCard and prepaid parking and users of overnight permits in the amount(s) listed below to the following:

NAME	TYPE	REASON OR LOT	REFUND AMOUNT
Timothy Cronin 111 Spring Ridge Dr. Berkeley Heights, NJ 07922	Prepaid Qtrly.	No Longer Needs	\$120.00
TOTAL			\$120.00

Dated: October 15, 2013

I, Rosalia M. Licatase, Deputy City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013

Deputy City Clerk

AUTHORIZING PAYMENT OF BILLS

Lin/Pers (CA)
11

October 15, 2013

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 **\$1,041,627.86** for the payment of the itemized bills listed on the following Schedule "A" which have been approved by several committees and the President of the Common Council and which are made a part of the minutes of this meeting.

Dated: October 15, 2013

I, David L. Hughes, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, October 15, 2013.

City Clerk

Rcvd Batch Id Range: First to Last			Rcvd Date Start: 0 End: 10/03/13		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
10/03/13	CAPITAL	13-00729	TREE & SIGN INVENTORY PROJECT	KSENGINE KS ENGINEERS PC	20,000.00	
10/03/13	CAPITAL	13-00907	VALLEY VIEW AVE IMPROVEMT PRJT	DMFERNAN DM FERNANDES CONTRACTS LLC	139,605.45	
10/03/13	CAPITAL	13-02921	WALDRON AVE IMPROVEMENT PROJECT	AJCONGRP A&J CONTRACTORS GROUP INC	67,424.00	
10/03/13	CAPITAL	13-04425	July 2013 Invoices Balance	KRAEME50 KRAEMER BURNS, P.A.	2,070.00	
10/03/13	CAPITAL	13-04502	Legal Ads	WORRAL66 WORRALL COMMUNITY NEWSPAPERS,	29.70	
10/03/13	CAPITAL	13-04506	Legal Ad 9/12/13	WORRAL66 WORRALL COMMUNITY NEWSPAPERS,	29.70	
10/03/13	CAPITAL	13-04507	legal ads	WORRAL66 WORRALL COMMUNITY NEWSPAPERS,	30.19	
10/03/13	CAPITAL	13-04508	legal ads 6/13/13	WORRAL66 WORRALL COMMUNITY NEWSPAPERS,	292.64	
10/03/13	CAPITAL	13-04509	Legal Ads	WORRAL66 WORRALL COMMUNITY NEWSPAPERS,	291.66	
10/03/13	CAPITAL	13-04510	legal ads	WORRAL66 WORRALL COMMUNITY NEWSPAPERS,	292.64	
10/03/13	CAPITAL	13-04511	Legal Ad	WORRAL66 WORRALL COMMUNITY NEWSPAPERS,	32.15	
10/03/13	CAPITAL	13-04702	HP LT03 ext tape drive	HEWLET66 HEWLETT PACKARD CORP	160.00	
Total for Batch: CAPITAL					230,258.13	
10/03/13	DCP	13-04125	23960 Golf Score Cards	ACETWILL ACE-TWILL	665.00	
10/03/13	DCP	13-04459	5766 Install new Line 22 for	COLLECT COLLECTIVE INFRASTRUCTURE	601.37	
10/03/13	DCP	13-04461	3828375-0 Greeting Card Env.	VILLAG25 VILLAGE OFFICE SUPPLY	15.80	
10/03/13	DCP	13-04462	48401 Motor/Labor Ice Machine	QUALIT75 QUALITY REFRIGERATION	923.01	
10/03/13	DCP	13-04470	65405917 Irrig. Swing Joint	JOHNDE50 JOHN DEERE LANDSCAPES/LESCO	39.46	
10/03/13	DCP	13-04537	Pain for Pool House Floor	SHERWI50 SHERWIN WILLIAMS	641.43	
10/03/13	DCP	13-04551	127415 Service Contract	DOCUMNTS DOCUMENT SOLUTIONS LLC	249.00	
10/03/13	DCP	13-04552	3829400-0 8x10 Cert. Fame	VILLAG25 VILLAGE OFFICE SUPPLY	4.86	
10/03/13	DCP	13-04571	4637-0 Paint for Pool Floors	SHERWI50 SHERWIN WILLIAMS	169.53	
10/03/13	DCP	13-04572	03I0438042145 Drinking Water	POLAND50 POLAND SPRING	16.29	
10/03/13	DCP	13-04587	419423 Hardware Supplies	SUMMIT40 SUMMIT IND. HARDWARE #365	46.97	
10/03/13	DCP	13-04657	415816 Janitorial Supplies	SUMMIT40 SUMMIT IND. HARDWARE #365	44.33	
Total for Batch: DCP					3,417.05	
10/03/13	FINANCE	12-05518	mid- atlantic assoc. ct mngmt	KEATIN50 KEATING, EILEEN	578.64	
10/03/13	FINANCE	13-00900	Summit Downtown Taxes	SUMMIT24 SUMMIT DOWNTOWN INC	44,700.00	
10/03/13	FINANCE	13-04085	web access July 2013	LEXISN50 LEXISNEXIS BUSINESS &	165.00	
10/03/13	FINANCE	13-04196	Chamber Aud/Vis Equip 13 cntrc	HBCOMM05 HB COMMUNICATIONS, INC	4,627.00	
10/03/13	FINANCE	13-04251	web acces for August 2013	LEXISN50 LEXISNEXIS BUSINESS &	165.00	
10/03/13	FINANCE	13-04345	Alison Kasica 8/2-8/30 service	TOWNOF50 TOWN OF WESTFIELD	2,109.00	
10/03/13	FINANCE	13-04428	reimbursement mileage level IV	KEATIN50 KEATING, EILEEN	483.76	
10/03/13	FINANCE	13-04429	reimbursement mileage level IV	HUERTAS HUERTAS, MARILYN	483.76	
10/03/13	FINANCE	13-04501	Legal Ads	WORRAL66 WORRALL COMMUNITY NEWSPAPERS,	372.65	
10/03/13	FINANCE	13-04513	Mileage reimbursement 303miles	SPYCHA50 SPYCHALA, PATRICIA	168.15	
10/03/13	FINANCE	13-04575	AUGUST 2013 INV# 55393	VITALC50 VITAL COMMUNICATIONS, INC.	1,070.00	
10/03/13	FINANCE	13-04578	Printer toner	VILLAG25 VILLAGE OFFICE SUPPLY	255.97	
10/03/13	FINANCE	13-04584	Meal Expense at NFA Symposium	COTTER33 COTTER, CHRISTOPHER	125.05	
10/03/13	FINANCE	13-04677	A/C 114609 INV 188271-000	BALBOA BALBOA CAPITAL	300.00	
Total for Batch: FINANCE					55,603.98	
10/03/13	HEALTH	13-04237	HP LASERJET PRINT CARTRIDGE	STAPLE50 STAPLES CREDIT PLAN	415.24	
10/03/13	HEALTH	13-04354	New Tires for Ford Focus	APOLLO50 APOLLO BATTERY & TIRE	351.96	
10/03/13	HEALTH	13-04562	REIMBURSEMENT(9/20/13)REG.MTG.	BOCCHINO BOCCHINO, ANNA	35.00	
10/03/13	HEALTH	13-04564	REIMBURSEMENT(9/20/13) REG.MTG	MAUROG50 MAURO, GAYLE	35.00	
Total for Batch: HEALTH					837.20	
10/03/13	HOUSING	13-03085	2013 COAH Planner Services	HEYERG50 HEYER, GRUEL & ASSOCIATES,PA	9,105.00	
Total for Batch: HOUSING					9,105.00	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
10/03/13	LAW	13-04569	Inv.202931 Legal thru 8/31/13	APRUZZ50 APRUZZESE MCDERMOTT MASTRO ETC	798.25	
				Total for Batch: LAW	798.25	
10/03/13	LIBRARY	13-04252	Fall/Spring Intl film festival	EASTBR50 EAST BRUNSWICK FRIENDS OF THE	414.30	
10/03/13	LIBRARY	13-04419	Term rental 1775073-SP13	PITNEY25 PITNEY BOWES	246.00	
10/03/13	LIBRARY	13-04420	Central monitoring 10/13-1/12	ADVANC50 ADVANCED VIDEO SURVEILLNC INC	60.00	
10/03/13	LIBRARY	13-04421	install 3 fuses carrier AC	INDUST28 INDUSTRIAL COOLING CORPORATION	112.42	
10/03/13	LIBRARY	13-04463	toner Muratec MFX4555 copier	DOCUMNTS DOCUMENT SOLUTIONS LLC	89.40	
10/03/13	LIBRARY	13-04480	Mostly motown band 10/20/13	LIPSCOMR LIPSCOMB, RHONDA D	400.00	
10/03/13	LIBRARY	13-04481	Onesource global express	ONESOURI ONESOURCE INFORMATION SRVS INC	2,250.00	
10/03/13	LIBRARY	13-04550	Replenish deposit account	OVERDR OVERDRIVE INC	4,200.00	
10/03/13	LIBRARY	13-04643	Sprinkler inspection 9/11/2013	MALONE50 MALONE SPRINKLER CORPORATION	225.00	
10/03/13	LIBRARY	13-04644	magazine ladders purchase	BRODAR50 BRODART COMPANY	336.84	
10/03/13	LIBRARY	13-04645	Monthly basic phone 9/17-10/16	VERIZO08 VERIZON	72.83	
10/03/13	LIBRARY	13-04655	50 downloads/mo. 1 yr. subscri	FOTOLIA FOTOLIA LLC	816.00	
10/03/13	LIBRARY	13-04667	Service agreement 10/29-10/28/	3M-VWP50 3M -VWP2423	1,791.00	
10/03/13	LIBRARY	13-04685	Purchase DVDs	ALLIAN33 ALLIANCE ENTERTAINMENT CORPORA	40.74	
10/03/13	LIBRARY	13-04686	Sept books & processing	BAKERT50 BAKER & TAYLOR, INC	10,158.34	
10/03/13	LIBRARY	13-04687	October door mats service	CLEANM CLEAN MAT SERVICES LLC	44.00	
10/03/13	LIBRARY	13-04688	Sept Playaway purchases	FINDAW50 FINDAWAY WORLD LLC	1,338.67	
10/03/13	LIBRARY	13-04689	D/O City directory Union count	INFOGROU INFOGROUP INC	436.00	
10/03/13	LIBRARY	13-04690	emergency ballast change	KBGELE K.B.G. ELECTRIC	1,133.00	
10/03/13	LIBRARY	13-04691	Sept A/V DVDs, CDs, bks on CD	MIDWES50 MIDWEST TAPE EXCHANGE	2,929.65	
10/03/13	LIBRARY	13-04692	NJSO intl dance party 11/10/13	NEWJSYMP NEW JERSEY SYMPHONY ORCHESTRA	600.00	
10/03/13	LIBRARY	13-04693	CATSS teen flyers	PRINTME PRINT MEDIA	255.00	
10/03/13	LIBRARY	13-04694	J registration cards, book	PRINTME PRINT MEDIA	320.94	
10/03/13	LIBRARY	13-04695	Sept Bks on CD S/O	RECORD50 RECORDED BOOKS LLC	888.95	
10/03/13	LIBRARY	13-04696	Zinio subscription	RECORD50 RECORDED BOOKS LLC	3,001.52	
10/03/13	LIBRARY	13-04703	Petty cash reimbursement 10/13	SUMMIT65 LIBRARY PETTY CASH ACCOUNT	1,057.76	
				Total for Batch: LIBRARY	33,218.36	
10/03/13	PARKING	13-03787	INV#SI36184 JULY PROC. FEES	PAYMENTP PAYMENT PROCESSING, INC.	100.00	
10/03/13	PARKING	13-04389	INV#15243 PAY MACHINE PAPER	PARTEL50 PARTEK SOLUTIONS INC	1,572.00	
10/03/13	PARKING	13-04392	INV#228709 JUAN BOOTS	UNIUNI UNIVERSAL UNIFORM SALES CO INC	137.95	
10/03/13	PARKING	13-04393	5734931 60 WT SW BULB	KRYSTO33 KRYSTON'S HARDWARE	29.94	
10/03/13	PARKING	13-04394	486892/487064/488365 DODGE	QUALIT25 QUALITY AUTOMOTIVE CO.	284.65	
10/03/13	PARKING	13-04395	488100 MALIBU WIPER BLADE/WIX	QUALIT25 QUALITY AUTOMOTIVE CO.	16.88	
10/03/13	PARKING	13-04398	IN#489303 ELEVATOR ROOM NJ DRI	QUALIT25 QUALITY AUTOMOTIVE CO.	27.90	
10/03/13	PARKING	13-04399	IN#665808/665804 DODGE	NIELSEN NIELSEN CHRYSER DODGE JEEP RAM	108.96	
10/03/13	PARKING	13-04400	IN#5027244/1 DODGE	SALERN66 SALERNO DUANE	786.73	
10/03/13	PARKING	13-04401	INV#3276 PKING BUISNESS CARDS	STHPRIN STH PRINTING, LLC	40.00	
10/03/13	PARKING	13-04410	#SI0001878 JUNE USER FEES	PARKMOBI PARKMOBILE USA INC	3,126.42	
10/03/13	PARKING	13-04412	SVC107142 RATE CHANGE/INTERCOM	AMANOMCG AMANO MCGANN INC	515.00	
10/03/13	PARKING	13-04413	INV#099816 ENTRY TICKETS	AMANOMCG AMANO MCGANN INC	4,060.00	
10/03/13	PARKING	13-04660	908273013439654Y - 10/15/13	VERIZO08 VERIZON	122.78	
10/03/13	PARKING	13-04661	908273296731462Y - 10/15/13	VERIZO08 VERIZON	30.40	
10/03/13	PARKING	13-04662	821553360 - 9/14	ATTMOBIL AT&T MOBILITY	276.69	
10/03/13	PARKING	13-04709	PARKING REFUND	CRONINT CRONIN, TIMOTHY	120.00	
				Total for Batch: PARKING	11,356.30	
10/03/13	SAFETY	13-03225	REPLENISH ACCT 2000116074915	E-ZPAS33 E-Z PASS	100.00	
10/03/13	SAFETY	13-03752	INV 2256742 WATER PUMPS	ATLANT14 ATLANTIC DETROIT DIESEL ALLSON	282.78	
10/03/13	SAFETY	13-04197	MAINT COV 7-28 THRU 10-27-13	COLLECT COLLECTIVE INFRASTRUCTURE	842.40	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
10/03/13	SAFETY	13-04219	SCBA AIR PACK SERVICE - FD	NEWJER36 NEW JERSEY FIRE EQUIPMENT COMP	831.48	
10/03/13	SAFETY	13-04366	TRANS SER - FD	LANGUA50 LANGUAGE LINE SERVICES	50.16	
10/03/13	SAFETY	13-04367	Auto Parts	QUALIT25 QUALITY AUTOMOTIVE CO.	246.45	
10/03/13	SAFETY	13-04370	Body Armor	FITRITE FIT-RITE UNIFORM COMPANY INC	450.00	
10/03/13	SAFETY	13-04371	Ordnance & Range / Uniforms	FITRITE FIT-RITE UNIFORM COMPANY INC	3,338.42	
10/03/13	SAFETY	13-04372	Uniforms	FITRITE FIT-RITE UNIFORM COMPANY INC	645.07	
10/03/13	SAFETY	13-04373	Uniforms	FITRITE FIT-RITE UNIFORM COMPANY INC	71.98	
10/03/13	SAFETY	13-04426	Ammo	ATLAN ATLANTIC TACTICAL OF NEW	5,957.70	
10/03/13	SAFETY	13-04450	Badges	ENTENM50 ENTENMENN-ROVIN COMPANY	24.00	
10/03/13	SAFETY	13-04452	Re-Accreditation Fee	NEWJER66 NJ STATE ASSOC CHIEF OF POLICE	1,666.00	
10/03/13	SAFETY	13-04453	Office Equipment	ITSVAVY ITSAVY LLC	481.78	
10/03/13	SAFETY	13-04454	Auto Parts	QUALIT25 QUALITY AUTOMOTIVE CO.	35.15	
10/03/13	SAFETY	13-04495	Uniforms	FITRITE FIT-RITE UNIFORM COMPANY INC	103.94	
10/03/13	SAFETY	13-04496	Psychological Testing	IFP00050 INSTITUTE FOR FORENSIC PSYCHOL	425.00	
10/03/13	SAFETY	13-04497	Reimburse Notary Fee	FERRER50 FERREIRA, PAMELA	25.00	
10/03/13	SAFETY	13-04540	Promotional Exam Expenses	ZAPP1A50 ZAPP1A'S	23.75	
10/03/13	SAFETY	13-04577	Reimburse Tuition	RICEE RICE, ELIZABETH	1,886.49	
10/03/13	SAFETY	13-04670	Reimburse Notary Fee	ROBERT80 ROBERTSON, CHARLES	25.00	
Total for Batch: SAFETY					17,512.55	
10/03/13	SEWCAP	13-01742	SANITARY SEWER MANHOLE INSPECT	MASERC50 MASER CONSULTING PA	170.00	
Total for Batch: SEWCAP					170.00	
10/03/13	SEWER	13-04351	Sewer Charge	BOROU66 BOROUGH OF NEW PROVIDENCE	4,725.00	
10/03/13	SEWER	13-04352	Sewer Charge	BOROU66 BOROUGH OF NEW PROVIDENCE	4,370.00	
10/03/13	SEWER	13-04355	Sewer Charges	BOROU66 BOROUGH OF NEW PROVIDENCE	4,050.00	
10/03/13	SEWER	13-04356	Sewer Charges	BOROU66 BOROUGH OF NEW PROVIDENCE	3,931.50	
10/03/13	SEWER	13-04358	Sewer Charge	BOROU66 BOROUGH OF NEW PROVIDENCE	7,790.00	
10/03/13	SEWER	13-04363	Sewer Charges	BOROU66 BOROUGH OF NEW PROVIDENCE	6,561.44	
10/03/13	SEWER	13-04385	PW SEWER - Equipment Maintenance	FOLEYI50 FOLEY INCORPORATED	117.35	
10/03/13	SEWER	13-04493	PUMP STATION BLDG MAINTENANCE	HANOVE66 HANOVER SUPPLY CO.	36.69	
10/03/13	SEWER	13-04555	4th Quarter Assessment	JOINTM50 JOINT MEETING MAINTENANCE	453,080.71	
10/03/13	SEWER	13-04568	Vehicle Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	13.61	
10/03/13	SEWER	13-04581	Vehicle Maintenance	SPRING84 SPRINGFIELD TRUCK CENTER INC	87.12	
Total for Batch: SEWER					484,763.42	
10/03/13	TRUST	13-03211	RFD PROPERTY USE DPT FLAG DAY	SUMML0DG SUMMIT LODGE #1246	500.00	
10/03/13	TRUST	13-04102	304759/312980 Football Uniform	REFRESHD REFRESH 24	106.50	
10/03/13	TRUST	13-04239	95527939 Post Pads/Mats	BSNPAS50 BSN/PASSON'S/GSC/CONLIN SPORTS	1,450.55	
10/03/13	TRUST	13-04241	0004662642 Port-A-John Rental	MRJOHN33 MR. JOHN	63.57	
10/03/13	TRUST	13-04254	417368 20 LB Propane Tanks	SUMMIT40 SUMMIT IND. HARDWARE #365	54.00	
10/03/13	TRUST	13-04430	Reimb. Soccer Referee Fee	VLAS VLAS, KEN	250.00	
10/03/13	TRUST	13-04431	Reimb. Soccer Referee Fee	CASSAJ25 CASS A. J.	250.00	
10/03/13	TRUST	13-04432	Reimb. Soccer Referee Fee	HARRISON HARRISON, CHRIS	250.00	
10/03/13	TRUST	13-04433	Reimb. Soccer Referee Fee	REDDYDAN REDDY, DAN	250.00	
10/03/13	TRUST	13-04434	Reimb. Soccer Referee Fee	OPPICI OPPICI, ALLEN	250.00	
10/03/13	TRUST	13-04435	Reimb. Soccer Referee Fee	HAUER1 HAUER, RICK	200.00	
10/03/13	TRUST	13-04436	Reimb. Soccer Referee Fee	MINEROR0 MINERO, ROB	200.00	
10/03/13	TRUST	13-04437	Reimb. Soccer Referee Fee	MCILWAIN MCILWAIN, ANN MARIE	200.00	
10/03/13	TRUST	13-04438	Reimb. Soccer Referee Fee	RUSSO RUSSO, VINCE	200.00	
10/03/13	TRUST	13-04439	Reimb. Soccer Referee Fee	GOHRINGO GOHRING, OLIVER	200.00	
10/03/13	TRUST	13-04440	Reimb. Soccer Referee Fee	GUENTHER GUENTHER, WOLFGANG	150.00	
10/03/13	TRUST	13-04441	Reimb. Soccer Referee Fee	HAYFORDM HAYFORD, MATTHEW	150.00	
10/03/13	TRUST	13-04442	Reimb. Soccer Referee Fee	PIEROTTI PIEROTTI, TIM	150.00	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
10/03/13	TRUST	13-04443	Reimb.Soccer Referee Fee	KRAMERD KRAMER, DOUG	150.00	
10/03/13	TRUST	13-04444	Reimb. Soccer Referee Fee	HOLMES HOLMES, R.C.IV & DENISE R	150.00	
10/03/13	TRUST	13-04445	Reimb. Soccer Referee Fee	BEARDCAR BEARD, CARTER	150.00	
10/03/13	TRUST	13-04446	113757 Camp T-Shirts	TRIPLE TRIPLE CROWN SPORTS, INC.	1,121.25	
10/03/13	TRUST	13-04447	126978 Toner for Printer	DOCUMNTS DOCUMENT SOLUTIONS LLC	356.99	
10/03/13	TRUST	13-04449	02940152891 Sup. for Mentor	VILLAG50 VILLAGE SUPERMARKETS	26.98	
10/03/13	TRUST	13-04465	P0386916 Cheeleading Uniforms	OMNICHEE OMNI CHEER/CAMPUS TEAMWEAR	164.57	
10/03/13	TRUST	13-04475	Reimb. Soccer Referee Fee	GROCEJEN GROCE, JENNIFER	200.00	
10/03/13	TRUST	13-04476	Reimb. Soccer Referee Fee	ZECCAROB ZECCA, ROB	150.00	
10/03/13	TRUST	13-04477	Reimb. Soccer Referee Fee	STAUBDAV STAUB, DAVID	150.00	
10/03/13	TRUST	13-04478	Reimb. Soccer Referee Fee	SHARPEMA SHARPE, MARTIN	150.00	
10/03/13	TRUST	13-04503	3414 Ad to Change Date Golf	THEALT THE ALTERNATIVE PRESS LLC	75.00	
10/03/13	TRUST	13-04519	RFD PROPERTY USE DPT 8/23-27	DARPALIS DARPA, LISA	2,000.00	
10/03/13	TRUST	13-04520	RFD PROPERTY USE DPST BALANCE	HOMEFOR1 HOME FOR GOOD DOG RESCUE INC	500.00	
10/03/13	TRUST	13-04532	02940496208 Supplies for	VILLAG50 VILLAGE SUPERMARKETS	10.97	
10/03/13	TRUST	13-04573	1313210229294 Drinking Water	POLAND50 POLAND SPRING	47.79	
10/03/13	TRUST	13-04656	417910 Concrete/Lids/Bucket	SUMMIT40 SUMMIT IND. HARDWARE #365	26.17	
10/03/13	TRUST	13-04659	5194 Football Retired Number	THESIG50 THE SIGN CENTER	522.64	
Total for Batch: TRUST					10,826.98	
10/03/13	UCC	13-04350	UCC - Supplies	KAYPRI50 KAY PRINTING & ENVELOPE CO INC	651.00	
10/03/13	UCC	13-04589	UCC CONFERENCES & MEETINGS	SHERAT16 SHERATON ATLANTIC CITY	286.00	
Total for Batch: UCC					937.00	
10/03/13	WORKS	13-00236	PROF'L CLEANING SERVICES 2013	EXCELBSC EXCELLENT BUILDING SRVCS CORP	3,514.00	
10/03/13	WORKS	13-01441	FORESTER CNTRCT 4/1/13-3/31/14	THESHA50 THE SHADE TREE DEPARTMENT LLC	2,471.55	
10/03/13	WORKS	13-01528	PROF'L LANDSCAPE MNTN SERVICES	ANDYM ANDY MATT INC	4,209.00	
10/03/13	WORKS	13-02562	Conferences and Meetings	NJAFM NJ Assoc. Flood Plain Managers	250.00	
10/03/13	WORKS	13-04127	Vehicle Maintenance	MID-AT50 MID-ATLANTIC INTERNATIONAL	64.00	
10/03/13	WORKS	13-04151	Roads Dept, Vehicle Maintenanc	CUSTOM25 CUSTOM BANDAG INC	606.74	
10/03/13	WORKS	13-04152	Transfer Station Vehicle Mint.	CUSTOM25 CUSTOM BANDAG INC	799.52	
10/03/13	WORKS	13-04248	DISPOSAL CHARGES	CASINGSN CASINGS OF NEW JERSEY INC	277.00	
10/03/13	WORKS	13-04337	Concrete, etc. mater. camera	WELDON50 WELDON CONCRETE CO	167.25	
10/03/13	WORKS	13-04347	Vehicle Maintenance	METROH50 METRO HYDRAULIC JACK CO OF NJ	508.00	
10/03/13	WORKS	13-04348	Community Programs Supplies	NORMAN01 NORMAN MECHANICAL SERVICES LLC	1,200.00	
10/03/13	WORKS	13-04360	CRBD Flags	NORTHE NORTHEAST FLAGS	2,471.60	
10/03/13	WORKS	13-04364	Safety Shoes - DPW	SAF-G SAF-GARD SAFETY SHOE COMPANY	410.97	
10/03/13	WORKS	13-04376	B & G Repairs - City Hall	FIRECO66 FIRE CONTROL ELECTRICAL SYSTEM	2,337.00	
10/03/13	WORKS	13-04377	Vehicle Maintenance	VERMEE50 VERMEER NORTH ATLANTIC SALES &	1,074.46	
10/03/13	WORKS	13-04378	B&G Maintenance, 100 Morris Av	FUSCOB50 FUSCO BROS INC	43.35	
10/03/13	WORKS	13-04379	Fluorescent Recycling	VEOLIA50 VEOLIA ES TECHNICAL SOLUTIONS	412.68	
10/03/13	WORKS	13-04380	Equipment Maintenance	FREDVA50 FRED VACHINO & SONS, INC.	570.00	
10/03/13	WORKS	13-04381	Vehicle/Equipment Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	503.13	
10/03/13	WORKS	13-04384	Compost Area Equipmnt Maintnce	FOLEYI50 FOLEY INCORPORATED	1,950.13	
10/03/13	WORKS	13-04387	Compost Area - Maintenance	FOLEYI50 FOLEY INCORPORATED	825.39	
10/03/13	WORKS	13-04414	ZB Nameplates	ROANOKES ROANOKE STAMP & SEAL CO	19.80	
10/03/13	WORKS	13-04457	B&G Building Maintenance	MALONE50 MALONE SPRINKLER CORPORATION	250.00	
10/03/13	WORKS	13-04458	Membership	ASCE0050 ASCE	245.00	
10/03/13	WORKS	13-04460	Generator Maintenance	RJCONT50 R & J CONTROL INC	645.00	
10/03/13	WORKS	13-04466	Supplies & Materials DPW	SUMMIT40 SUMMIT IND. HARDWARE #365	477.13	
10/03/13	WORKS	13-04467	Materials & Supplies DPW	SUMMIT40 SUMMIT IND. HARDWARE #365	169.53	
10/03/13	WORKS	13-04469	Building Supplies	JOHNAE50 JOHN A. EARL, INC.	50.34	
10/03/13	WORKS	13-04472	Vehicle Maintenance	SALERN33 SALERNO DUANE FORD LLC	84.12	
10/03/13	WORKS	13-04474	Vehicle Maintenance	QUALIT25 QUALITY AUTOMOTIVE CO.	517.51	

October 3, 2013
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City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
10/03/13	WORKS	13-04479	Building Grounds Supplies	ALLENP50 ALLEN PAPER & SUPPLY CO	794.00	
10/03/13	WORKS	13-04482	Road Dept, Equipment Maintence	GAMKAS50 GAMKA SALES CO., INC.	57.50	
10/03/13	WORKS	13-04483	ROAD DEPT, EQUIPMENT MAINTENCE	GARDENBO GARDEN STATE BOBCAT	838.86	
10/03/13	WORKS	13-04484	B&G Building Maintenance	GLASSWRK GLASSWORKS OF SUMMIT LLC	160.00	
10/03/13	WORKS	13-04492	B&G, Property Maintenance	HANOVE66 HANOVER SUPPLY CO.	105.03	
10/03/13	WORKS	13-04530	Maintenance of Golf Course	DREYER50 DREYER'S LUMBER & HARDWARE CO.	12.35	
10/03/13	WORKS	13-04531	Golf Course Maintenance	DREYER50 DREYER'S LUMBER & HARDWARE CO.	18.05	
10/03/13	WORKS	13-04536	B&G Supplies and Materials	JOHNAE50 JOHN A. EARL, INC.	1,477.84	
10/03/13	WORKS	13-04542	P & ST Clothing Cleaning	LIBERT20 LIBERTY CLEANERS	217.50	
10/03/13	WORKS	13-04543	P & ST CLOTHING CLEANING	LIBERT20 LIBERTY CLEANERS	168.75	
10/03/13	WORKS	13-04546	DCS Supplies and Materials	VILLAG25 VILLAGE OFFICE SUPPLY	66.63	
10/03/13	WORKS	13-04547	GASOLINE	RIGGINS RIGGINS, INC.	27,184.77	
10/03/13	WORKS	13-04548	Aug 2013 Bulky Waste Disposal	NEWJER54 NEW JERSEY MEADOWLANDS COMMISS	23,594.06	
10/03/13	WORKS	13-04561	Vehicle Maintenance	CHATHAM8 CHATHAM NAPA	27.66	
10/03/13	WORKS	13-04566	Transfer Station Forms	PRINTME PRINT MEDIA	940.00	
10/03/13	WORKS	13-04567	Vehicle Maintenance	SUMMIT40 SUMMIT IND. HARDWARE #365	88.67	
10/03/13	WORKS	13-04579	Sprinkler Repairs City Hall	MORRISB MORRIS & BERGEN COUNTY IRRIG.	1,722.13	
10/03/13	WORKS	13-04582	Vehicle Maintenance	NEWARK66 NEWARK PULLEY CO.	236.00	
10/03/13	WORKS	13-04583	Miscellaneous Repairs	SUMMIT25 SUMMIT ELECTRICAL SUPPLY CO	290.58	
10/03/13	WORKS	13-04590	Transfer Station Bldg Maintnce	AMERIC64 AMERICAN TRAFFIC & STREET SIGN	169.00	
10/03/13	WORKS	13-04593	DIESEL FUEL	ALLIED75 ALLIED OIL LLC	5,329.09	
10/03/13	WORKS	13-04595	TRANSFER STATION VEH.MAINTENCE	AIRBRA50 AIR BRAKE EXCHANGE	1,086.87	
10/03/13	WORKS	13-04598	DISPOSAL CHARGES	AWFLEA50 A.W.F. LEASING CORP.	15,318.24	
Total for Batch: WORKS					107,027.78	
Total for Date: 10/03/13			Total for All Batches:		965,832.00	

October 3, 2013
02:31 PM

City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First to Last				Rcvd Date Start: 0 End: 10/03/13		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/03/13	DCP	13-04641	293875028-134 Serv. 7/21-9/20	NEXTEL50 NEXTEL COMMUNICATIONS		30.06	
				Total for Batch: DCP		30.06	
10/03/13	FINANCE	13-04663	Hotel stay 2013 League Conf.	SHERAT16 SHERATON ATLANTIC CITY		858.00	
10/03/13	FINANCE	13-04697	Hotel accomm League Conf	SHERAT16 SHERATON ATLANTIC CITY		284.00	
				Total for Batch: FINANCE		1,142.00	
10/03/13	TRUST	13-04640	293875028-134 Serv. 8/21-9/20	NEXTEL50 NEXTEL COMMUNICATIONS		120.93	
				Total for Batch: TRUST		120.93	
Total for Date: 10/03/13				Total for All Batches:		1,292.99	

October 2, 2013
03:39 PM

City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First		to Last	Rcvd Date Start: 0		End: 10/02/13	Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/02/13	SAFETY	13-04664	NJLM Conference Accommodations	SHERAT16	SHERATON ATLANTIC CITY	143.00	
Total for Batch: SAFETY						143.00	
Total for Date: 10/02/13			Total for All Batches:			143.00	

October 2, 2013
08:24 AM

City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First		to Last	Rcvd Date Start: 0		End: 10/02/13	Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor		Amount	Contract
10/02/13	WORKS	13-04676	A\C 06101585613013	COMCA840 COMCAST		219.80	
Total for Batch: WORKS						219.80	
Total for Date: 10/02/13			Total for All Batches:			219.80	

September 28, 2013
05:32 PM

City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First to Last Rcvd Date Start: 0 End: 09/28/13 Report Format: Condensed

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/28/13	FINANCE	13-04603	67 490 190 05 BUTLER PKWY	PSEG1444 PSE&G	14.55	
09/28/13	FINANCE	13-04604	67 293 562 00 100 ASHWOOD AVE	PSEG1444 PSE&G	114.94	
09/28/13	FINANCE	13-04605	67 229 399 01 RIVER ROAD	PSEG1444 PSE&G	17.82	
09/28/13	FINANCE	13-04606	66 600 166 00 512 SPRINGFIELD	PSEG1444 PSE&G	258.06	
09/28/13	FINANCE	13-04607	66 197 754 03 384 BROAD ST	PSEG1444 PSE&G	112.96	
09/28/13	FINANCE	13-04608	66 150 276 07 41 CHATHAM RD	PSEG1444 PSE&G	12.00	
09/28/13	FINANCE	13-04609	65 267 400 06 75 MAPLE ST	PSEG1444 PSE&G	11.64	
09/28/13	FINANCE	13-04610	030 361 4837 001/9082739313	AT105068 AT&T	30.84	
09/28/13	FINANCE	13-04611	030 361 9366 001	AT105068 AT&T	40.94	
09/28/13	FINANCE	13-04612	100 005 845 282 CITY HALL	JCPL0050 JCP&L	11,217.31	
09/28/13	FINANCE	13-04613	100 005 845 241 CITY HALL	JCPL0050 JCP&L	890.02	
09/28/13	FINANCE	13-04614	100005845548 CITYHALL/BD/CHEST	JCPL0050 JCP&L	40.60	
09/28/13	FINANCE	13-04615	100 005 845 316 CITY HALL	JCPL0050 JCP&L	1,680.17	
09/28/13	FINANCE	13-04616	100 047 563 711 BRYANT PK	JCPL0050 JCP&L	11.32	
09/28/13	FINANCE	13-04617	100 052 171 673 / 512 SPRNGFLD	JCPL0050 JCP&L	16.39	
09/28/13	FINANCE	13-04618	100 006 720 377 PHONE BOOTH	JCPL0050 JCP&L	8.61	
09/28/13	FINANCE	13-04620	503956/11935583	MARLINLE MARLIN LEASING	679.95	
09/28/13	FINANCE	13-04621	1538-8634-87-3 INV 486101	PITNEY25 PITNEY BOWES	81.58	
09/28/13	FINANCE	13-04622	13I0425994928 BOTT WTR DCP	POLAND50 POLAND SPRING	60.65	
09/28/13	FINANCE	13-04623	13I0017660366 BOTT WTR P/D	POLAND50 POLAND SPRING	295.76	
09/28/13	FINANCE	13-04625	201 X06 8091 321 44y	VERIZ008 VERIZON	68.58	
09/28/13	FINANCE	13-04626	201 X06 1557 333 13y	VERIZ008 VERIZON	165.00	
09/28/13	FINANCE	13-04627	908 273 0683 236 88Y	VERIZ008 VERIZON	30.93	
09/28/13	FINANCE	13-04628	908 273 8710 025 52Y	VERIZ008 VERIZON	60.42	
09/28/13	FINANCE	13-04629	908 273 0342 619 88Y	VERIZ008 VERIZON	377.05	
09/28/13	FINANCE	13-04630	908 608 0920 545 12y	VERIZ008 VERIZON	502.32	
09/28/13	FINANCE	13-04631	628164944-00001/9711536341	VERIZ408 VERIZON WIRELESS	3,303.14	
				Total for Batch: FINANCE	20,103.55	
09/28/13	SELFINS	13-04619	94915 Oct. 2013	FLAGSH50 FLAGSHIP DENTAL PLANS	646.95	
09/28/13	SELFINS	13-04624	17162\59712	PRUDEN50 PRUDENTIAL FINANCIAL	268.84	
				Total for Batch: SELFINS	915.79	

Total for Date: 09/28/13 Total for All Batches: 21,019.34

September 27, 2013
09:01 AM

City of Summit
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Rcvd Batch Id Range: First to Last			Rcvd Date Start: 0 End: 09/27/13		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/27/13	FINANCE	13-00900	Summit Downtown Taxes	SUMMIT24 SUMMIT DOWNTOWN INC	44,700.00	
Total for Batch: FINANCE					44,700.00	
09/27/13	LIBRARY	13-04471	Monthly phone service 8/31-9/2	AVAYAI33 AVAYA INC.	301.08	
09/27/13	LIBRARY	13-04473	monthly Xfinity9/15-10/14	COMCAS69 COMCAST	234.85	
Total for Batch: LIBRARY					535.93	
09/27/13	SELFINS	13-04601	HEALTH INSURANCE REIMBURSEMENT HARPER50	HARPER, DAVID	1,386.47	
Total for Batch: SELFINS					1,386.47	
Total for Date: 09/27/13			Total for All Batches:		46,622.40	

September 24, 2013
02:04 PM

City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First to Last			Rcvd Date Start: 0 End: 09/24/13 Report Format: Condensed		
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount Contract
09/24/13	FINANCE	13-04556	Master Bill 9/1 #95004545200	JCPL0050 JCP&L	3,795.81
Total for Batch: FINANCE					3,795.81
09/24/13	PARKING	13-04558	MASTER BILL 9/1 #95004545200	JCPL0050 JCP&L	2,171.74
Total for Batch: PARKING					2,171.74
09/24/13	SEWER	13-04557	MASTER BILL 9/1 #95004545200	JCPL0050 JCP&L	190.78
Total for Batch: SEWER					190.78
Total for Date: 09/24/13			Total for All Batches:		6,158.33

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Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First to Last			Rcvd Date Start: 0 End: 09/24/13		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/24/13	SAFETY	13-04499	vehicle Title	NJMOTO38 NJ MOTOR VEHICLE COMMISSION	85.00	
				Total for Batch: SAFETY	85.00	
			Total for Date: 09/24/13	Total for All Batches:	85.00	

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03:45 PM

City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First to Last			Rcvd Date Start: 0 End: 09/24/13		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/24/13	SAFETY	13-04500	Vehicle Title	NJMOTO38 NJ MOTOR VEHICLE COMMISSION	85.00	
Total for Batch: SAFETY					85.00	
Total for Date: 09/24/13			Total for All Batches:		85.00	

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City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First to Last			Rcvd Date Start: 0 End: 09/24/13		Report Format: Condensed	
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
09/24/13	SAFETY	13-04544	Title Fee	NJMOTO38 NJ MOTOR VEHICLE COMMISSION	85.00	
				Total for Batch: SAFETY	85.00	
			Total for Date: 09/24/13	Total for All Batches:	85.00	

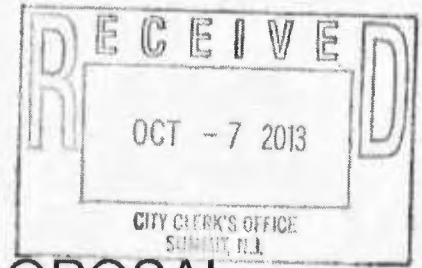
September 24, 2013
03:42 PM

City of Summit
Received P.O. Batch Listing By P.O. Number

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Rcvd Batch Id Range: First to Last			Rcvd Date Start: 0 End: 09/24/13 Report Format: Condensed		
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount Contract
09/24/13	SAFETY	13-04498	vehicle Title	NJMOTO38 NJ MOTOR VEHICLE COMMISSION	85.00
				Total for Batch: SAFETY	85.00
			Total for Date: 09/24/13	Total for All Batches:	85.00

YS
(DAR)



SUMMIT DOWNTOWN, INC. PROPOSAL

PARKING HOLIDAY

SATURDAY AFTER THANKSGIVING

SMALL BUSINESS SATURDAY

Summit Downtown, Inc. would like to request the establishment of a FREE PARKING HOLIDAY on Saturday after Thanksgiving. In 2013, the date is November 30.

This request is supported by numerous small businesses that exist in our downtown. The ability for SDI and our businesses to market and advertise FREE PARKING on this day will certainly benefit both our customers and the businesses.

Our downtown businesses are competing with the Short Hills Mall during this time of Black Friday and to have an additional day of free parking to offer customers we hope to entice more people to come to our downtown.

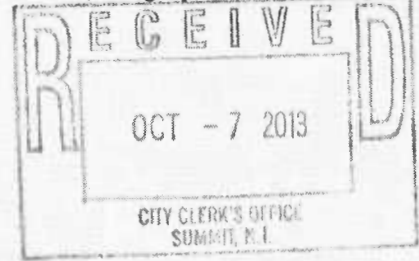
We plan to have press releases, ads, posters and a banner (if there is sufficient time this year) in order to "spread the word" to everyone that downtown Summit will have FOUR DAYS FREE PARKING. All the businesses will be sending out announcements through their own websites and to their customer database. SDI will certainly be promoting this benefit on our website as well.

Please let me know the next step in the process in order to move our proposal along to a positive outcome for our downtown.

Licatese, Rosemary

JS (DAR)

From: Summit Downtown, Inc. <summitdowntown@yahoo.com>
Sent: Friday, October 04, 2013 10:35 AM
To: Dill, Albert
Cc: Cotter, Christopher; McNany, Rita; Hughes, David; Licatese, Rosemary; Kevin Smallwood; Madden, Rich; Dickson, Ellen K.; Hurley, Patrick; Drummond, Gregory; Getzendanner, Tom; Rubino, Robert; Bomgaars, David
Subject: Request - Free Parking Holiday - Saturday
Attachments: RequestFreePkSat2013.docx
Importance: High



Dear Al,

Attached is a request from Summit Downtown, Inc. asking for the Summit Common Council and the City of Summit to add an additional FREE PARKING on the Saturday after Thanksgiving.

Adding this day which is Small Business Saturday as another parking holiday would benefit all of our downtown businesses and be especially supportive of small independent business which comprise a majority of our downtown.

With four parking holidays in the downtown, we will be able to get a lot of impact on our marketing through ads, posters, press releases, website, Facebook and more.

Please let me know if you would like to meet to discuss this proposal and what the next step might be so that we might be able to offer this parking holiday this year.

Many thanks,

Kevin

Kevin Smallwood
Chairman

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

JS (DAR)

David L. Hughes
City Clerk
Secy. to Mayor & Council
(908) 273-6400
Email: Davidlh@cityofsummit.org

Rosemary Licatase
Deputy City Clerk
(908) 273-6400
Fax (908) 273-2977
Email: rpl@cityofsummit.org

October 9, 2013

Via Email

Mr. Kevin Smallwood
summitdowntown@yahoo.com

Re: Your Email dated October 4, 2013 re, Request for Free Holiday Parking on the Saturday after Thanksgiving
– Assigned to the General Services Committee

Dear Mr. Smallwood:

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

1. The correspondence is copied to the Mayor and Council and to the appropriate Department Head for action by the appropriate Committee.
2. The Committee reviews the correspondence and, if appropriate, provides a recommended course of action to the Common Council.
3. If Council action is recommended, the item will appear on the Council agenda for consideration by the Common Council.

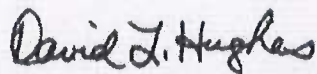
In this case, the matter about which you wrote was referred to the General Services Committee, whose contact is Rita McNany, Parking Services Manager.

Because of the timeliness of your request, the General Services Committee has asked that the matter be placed on the October 15 Council Agenda for discussion. The October 15 Council Meeting will start at 7:30 pm if you wish to attend.

In the mean time, if you have any questions, please contact Ms. McNany at 908-277-9423.

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

Sincerely,



David L. Hughes

c: Mayor and Council
C. Cotter, City Administrator
R. McNany, Parking Services Manager



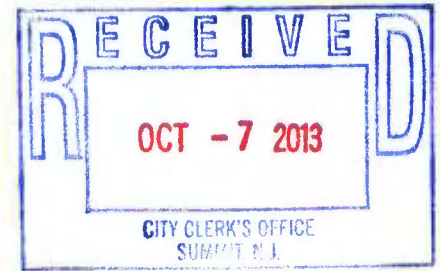
State of New Jersey

OFFICE OF THE GOVERNOR

PO Box 001

TRENTON, NJ 08625-0001

CHRIS CHRISTIE
Governor



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September 12, 2013

Mr. David L Hughes
City Clerk
City of Summit
512 Springfield Avenue
Summit, New Jersey 07901-2607

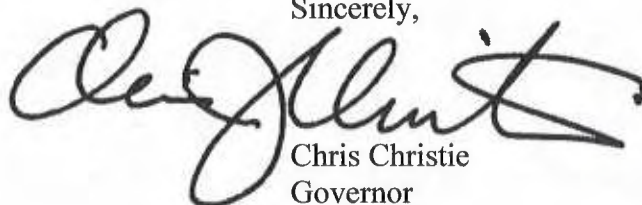
Dear Mr. Hughes:

Thank you for writing to express your support for Assembly Bill No. 1857, which would provide that the President of the Municipal Clerks Association of New Jersey serve as a member of the Government Records Council. I appreciate hearing from you on this issue.

As you may know, I vetoed this bill on September 9th. Under current law, there are five seats on the Government Records Council. One seat is reserved for the Commissioner of Community Affairs and another is reserved for the Commissioner of Education, while the remaining three seats are reserved for "public members," or individuals who are not government employees. This arrangement reflects a policy that government transparency is best preserved if government employees are not permitted to dominate the Government Records Council through a majority, and I agree with that principle. Because this bill would require the removal of one of the "public members" to accommodate the representative from the Municipal Clerks Association, it would disturb that balance in a way that could inadvertently undermine transparency and public access to government records. That result would be inconsistent with the purpose of the Open Public Records Act and the mission of the Government Records Council to make government records more accessible to all New Jerseyans.

While I understand that we are on differing sides of this issue, I hope you understand the prudence of my decision. Best wishes.

Sincerely,



Chris Christie
Governor

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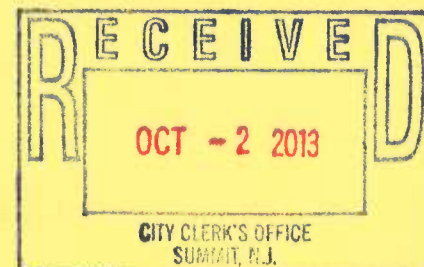
FAX

TO: Mayor and Members of the Governing Body
Municipalities served by:
Comcast of Jersey City, LLC
Comcast of the Meadowlands, LLC
Comcast of New Jersey II, LLC

FROM: Molly B. Adams, Government Affairs Manager

DATE: October 1, 2013

RE: Channel and Billing Changes



The following notification will appear on customer monthly statements beginning October 1, 2013:

"IMPORTANT CORRECTION: The recent communication you received regarding G4 rebranding to Esquire was provided in error. Effective 1/6/2014, G4 and G4 HD will no longer be available on channels 162 and 867, respectively. In addition, on September 23rd, Style and Style HD ch 118 and 834 respectively were re-branded Esquire."

Also, Comcast monthly statements will be available in Spanish beginning November 14, 2013. Comcast is notifying customers via the following bill message, beginning November 16, 2013:

"Buenas noticias, a partir del 14 de noviembre podrás recibir tu factura en español. Sólo tienes que llamar para pedir este cambio al 1-800-COMCAST (266-2278).

Good news, starting November 14th your bill will be available in Spanish. You just need to call 1-800-COMCAST (266-2278) to request this change."

Finally, please be advised that Howard Stern On Demand will no longer be carried. Customers are being advised via the following bill message, beginning October 9, 2013:

"Effective December 16 Howard Stern On Demand will no longer be provided by Comcast. If you currently subscribe to Howard Stern On Demand, your subscription will be automatically discontinued at that time, and your account will be credited for the unused portion of your subscription. We apologize for any inconvenience."

Should you have any questions about this or another Comcast matter, please do not hesitate to contact Charles L. Smith, Director of Government and Regulatory Affairs, at 908.258.8143 or me at 908.851.6854.

BOROUGH OF
NEW PROVIDENCE

GI
SETTLED IN 1720

GI
J. Brooke Hern, Mayor

Wendi B. Barry, Borough Clerk

Douglas R. Marvin, Administrator

DATE: September 27, 2013

TO: Township Clerk, Township of Berkeley Heights
Borough Clerk, Borough of Chatham
Township Clerk, Township of Chatham
City Clerk, City of Summit ✓
Union County Planning Board

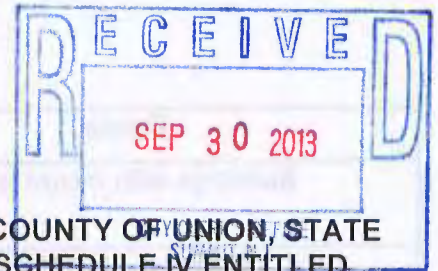


FROM: Denise Gelormini, Deputy Borough Clerk

SUBJECT: Zoning Ordinance 2013-11

Please be advised that Ordinance 2013-11 was introduced by the Borough Council of the Borough of New Providence at a regular Borough Council meeting held on Monday, September 23, 2013. The public hearing is scheduled for Monday, October 14, 2013. A copy of the ordinance is enclosed.

**BOROUGH OF NEW PROVIDENCE
ORDINANCE 2013-11**



**“AN ORDINANCE OF THE BOROUGH OF NEW PROVIDENCE, COUNTY OF UNION, STATE
OF NEW JERSEY, AMENDING AND SUPPLEMENTING 310D SCHEDULE IV ENTITLED
“MINIMUM REQUIRED OFF STREET PARKING” OF THE ZONING ORDINANCE OF THE
BOROUGH OF NEW PROVIDENCE”**

BE IT ORDAINED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey, as follows:

SECTION I. Section 310d of the Code of the Borough of New Providence entitled “Schedule VI, Minimum Required Off-Street Parking” is amended in full, as follows:

Schedule of Parking Requirements	
Type of Use	Required Off-Street Parking
Residential Uses	
Single Family Building	2 for each dwelling unit, one of which shall be in the garage
Two Family dwelling	1 1/2 for each 1-bedroom unit; 2 for all other dwelling units; 1 space per unit shall be in a garage, except in affordable housing districts
Townhouse	Same as 2-Family
Garden Apartment	Same as 2-Family
Rooming or Boarding House	1 for each guest room, plus 1 for owner
Non Residential Uses	
Ambulatory Health Care Facility	10 per building plus 1 per 200 square feet
Assembly hall, auditorium, community center building, theatre and public meeting room	1 for each 100 square feet of gross floor area; or 1 for each 3 seats, whichever is greater.
Auto repair and gasoline stations	4 for each bay: plus 1 for every 1 1/2 employees, plus 10%

Banks	1 per 300 square feet
Buildings with mixed uses	Calculated separately and added to the parking requirement of the other uses
Commercial Office	1 Per 300 square feet
Corporate Office	1 per 250 square feet of gross floor area; or 1 for every 1 1/2 employees, plus 10% whichever is greater; plus 6 for visitors
Child day-care services	1 per employee plus 1 per 10 children or fraction thereof for freestanding uses
Club or Lodge	20 plus 1 additional space for each 200 square feet of gross floor area
Data Center	1 per space per employee plus 4 visitors
Educational services, such as service training schools, data processing schools, business and secretarial schools and job training and vocational rehabilitation services but excluding primary and secondary schools and colleges	1 per employee and 0.9 per student
Electronic computer and data processing services	1 per employee or 1 per 350 square feet, whichever is greater
Fast food restaurant	1 for each 2 seats devoted to service, or 1 for each 125 square feet of gross floor area, whichever is greater; plus 1 for every 1 1/2 employees, plus 10%
Headquarters mixed used complex, including offices, laboratories, and research facilities	Calculated separately and added to the parking requirement of the other uses
Health Care Testing Service Facility	10 per building plus 1 per 150 square feet
Hotel/Conference Center	1.25 per sleeping room and 1 per employee; 0.5 spaces per seat (conference rooms); 10 spaces per 1,000 SF of gross leasable area (restaurant)
Inbound and outbound call centers	1 per space per employee plus 4 visitors
Light industry/ Manufacturing	1 for each 800 square feet of gross floor area; or 1 for every 1 1/2 employees on maximum shift, plus 10%, whichever is greater; plus 6 visitors

Nursing Homes	1 for each 2 beds
Personal Services	1 per employee or 1 per 350 square feet, whichever is greater
Professional offices	1 per 300 square feet
Recreation, Sports Facility, Multi-Pool Commercial Training Facilities.	5 per 1,000/Square feet (Fitness centers)
	Multi-Pool Commercial Training Facilities. 1 per 50 sf of water surface of all pools. 25% of required parking may be reserved subject to approval of Planning Board.
	1 per employee and 3 per court (tennis or badminton courts, shuffleboard courts, and handball or squash)
	4 per 1,000/ SF (Recreation Center)
	14 per 1,000/SF (Multi-Purpose Recreation Center)
Religious uses	1 for each 3 seats or 72 inches of seating spaces when benches rather than seats are used.
Restaurants and taverns (excluding fast food service restaurants)	1 for each 2 seats, plus 1 for every 2 employees
Retail sales and service businesses	1 per 250 square feet
School, Elementary	2 for each classroom and 2 for every 8 seats in auditorium and or assembly halls; or 1 space for each teacher and employee, plus 10%, whichever is greater
School, Secondary	10 for each classroom
Scientific engineering and/or research laboratories devoted to research, design, and/or experimentation and processing and fabrication incidental thereto	1 per employee or 1 per 350 square feet, whichever is greater, plus 6 for visitors
Telecom Hotel	1 per 300 square feet
Unlisted Uses	Determined by the approving authority, as applicable, pursuant to site plan review criteria and considering the nature and intensity of the proposed use and its impact on the surrounding areas.
Veterinary Center	1 per 400 square feet
Wellness and Lifestyle center	Calculated separately and added to the parking requirement of the other uses
Wholesale business	1 per employee or 1 per 350 square feet, whichever is greater

SECTION II. Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION III. All ordinances or parts of ordinances inconsistent with this ordinance area hereby repealed as to the extent of such inconsistency.

SECTION IV. This ordinance shall take effect immediately upon adoption and publication according to law.

The ordinance was introduced on first reading at a regular meeting held on Monday September 23, 2013 and is scheduled to be heard at the Monday October 14, 2013 meeting of the Mayor and Borough Council at 7:00 pm. Copies of this ordinance may be obtained from the office of the Borough Clerk at 360 Elkwood Avenue, New Providence, NJ or from the Borough website at <http://www.newprov.org/>.

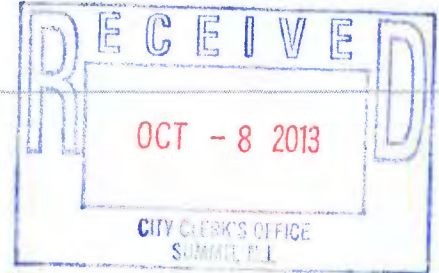
Wendi B. Barry
Borough Clerk

September 25, 2013

From: Hughes, David
Sent: Friday, October 04, 2013 9:05 AM
To: Licatese, Rosemary
Subject: FW: SUPERSTORM SANDY: WATERWAY DEBRIS REMOVAL PROJECT
Attachments: 2013.10.03 Sandy Waterway Debris Removal Message to Municipalities.docx

GI

From: Randazzo, Cindy [<mailto:Cindy.Randazzo@dep.state.nj.us>]
Sent: Thursday, October 03, 2013 6:18 PM
To: Randazzo, Cindy
Cc: Rogers, Joseph; Rogers, Joseph
Subject: SUPERSTORM SANDY: WATERWAY DEBRIS REMOVAL PROJECT



**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPERSTORM SANDY: WATERWAY DEBRIS REMOVAL PROJECT
Message to municipalities**

Dear Municipal Official:

I am writing to thank you for all your help and support in making the State's waterway debris removal project such a success and to bring to your attention an important upcoming deadline.

Since early March, the Department's waterway debris removal contractors have been removing Superstorm Sandy debris from the waters of New Jersey. Your assistance in providing the Department with information about debris in your town helped us to clean up our waterways quickly and efficiently.

Through the end of October, the State's contractors will continue to remove remaining debris (excluding sediment) that Superstorm Sandy left in State waters. Please let us know by **October 15** if you have any remaining requests for debris removal in State waterways, marinas and lagoons at waterwaydebris@dep.state.nj.us.

After that, municipalities will again be responsible for the safety of their beaches and public areas, and hazards in the water. In case of an emergency, please contact the local station of the State Police's Marine Services Bureau (<http://www.njsp.org/maritime/>), and in the case of an environmental emergency call 1-877-WARN-DEP.

Removal of Sandy-related sediment from marinas, lagoons, and backbay areas is ongoing and is expected to proceed well into the Fall. As always, you can track our continuing activities and progress at <http://www.state.nj.us/dep/special/hurricane-sandy/wwdebris.htm> or contact me with any specific questions.

Cindy W. Randazzo

Director - Office of Local Government Assistance
New Jersey Department of Environmental Protection
401 E. State Street
P.O. Box 402
Trenton, NJ 08625-0402
Office: 609-633-7700
Cell: 609.575.3806
email: cindy.randazzo@dep.state.nj.us

Department of Community Services Monthly Summary Report

GI

	<u>Apr-12</u>	<u>May-12</u>	<u>Jun-12</u>	<u>Apr-13</u>	<u>May-13</u>	<u>Jun-13</u>	<u>2012 YTD Until June</u>	<u>2013 YTD</u>	<u>Monthly Avg. 2012</u>	<u>Monthly Avg. 2013</u>
ENGINEERING										
Grading permits	5	8	11	8	10	7	37	42	6	7
Public Utilities	6	14	10	6	11	4	68	54	8	9
Storm/San. Sewers	1	2	0	1	2	1	7	9	1	2
Road Opening	0	1	1	0	0	0	2	0	0	0
Curb/Sidewalks	5	8	7	16	5	6	29	37	4	6
Total Engineering Permits	17	33	29	31	28	18	143	142	19	24
SAFE HOMES/Property Mtce								0		
Code service calls-external	20	22	21	14	11	11	115	74	18	12
Code service call-internal/proactive	14	13	15	7	4	6	92	31	13	5
Total service calls-code	34	35	36	21	15	17	207	105	31	18
Issues found from external referrals	2	2	5	2	3	2	14	14	2	2
Issues found from internal investigations	6	5	4	5	4	4	27	22	5	4
Total issues found	7	7	9	7	7	6	41	36	6	6
Safe Homes Issue found (100% are resolved same day)	1	1	0	0	0	0	4	0	1	0
# of written notices	9	7	13	8	6	8	47	36	6	6
# of summonses	0	0	2	0	0	0	2	0	0	0
# of service calls closed	10	8	14	11	6	8	74	42	10	7
CONSTRUCTION								0		
Zoning CO Inspections	93	85	76	84	112	98	382	479	68	80
Zoning CO Re-Inspections	63	86	61	60	60	73	346	332	61	55
Total Zoning CO Inspections	156	171	137	144			728	468	129	78
Total Zoning Reviews	58	79	84	94	58	83	399	447	68	75
UCC Plan Reviews	253	252	290	286	297	387	1,529	1748	262	291
% completed within 20 days	1	1	1	97%	98%	96%	97%	5.78	97%	578%
Total UCC Inspections	679	777	744	886	795	836	4,616	4775	757	796
Construction Permit Rev.	\$92,190.00	\$113,780.00	\$75,642.00	\$39,023	\$109,973	\$64,134	\$518,135.00	381851	\$75,936.25	\$63,641.83
Total Construction Value	\$6,811,127.00	\$7,711,708.00	\$6,127,329.00	\$2,083,313	\$7,613,725	\$3,851,053	\$37,754,251.00	25016497	\$5,855,584.92	\$4,169,416.17
Total Permits Issued	185	204	202	213	215	271	1,179	1,311	198	219
PLANNING & ZONING										
# of zoning board applications submitted	1	9	6	4	6	2	25	31	3	5
# of zoning board applications decided	1	2	4	8	2	4	16	20	3	3
ZB Application Fees Collected	\$200.00	\$4,012.50	\$1,250.00	\$600.00	\$2,512.50	\$4,337.50	\$8,562.50	18376.75	\$1,098.96	\$3,062.79
ZB Escrow Deposits	\$2,670.58	\$13,486.78	\$5,188.38	\$2,400.00	\$17,551.09	\$10,425.20	\$38,178.46	67561.04	\$4,978.91	\$11,260.17
ZB Inspection Fees Collected	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$382.50	5000	\$208.17	\$833.33
# of planning board applications submitted	0	0	3	1	1	2	5	4	1	1
# of planning board applications decided	0	1	1	0	1	1	2	3	1	1
PB Application Fees Collected	\$0.00	\$0.00	\$5,062.50	\$350.00	\$437.50	\$16,832.00	\$6,175.00	17619.5	\$863.54	\$2,936.58
PB Escrow Deposits	\$0.00	\$4,304.80	\$13,947.90	\$5,400.00	\$5,012.75	\$31,430.40	41518.45	6	\$4,008.83	\$1.00
PB Inspection Fees Collected	\$0.00	\$4,276.17	\$5,000.00	\$0.00	\$0.00	\$6,216.60	31404.72	7	\$2,617.06	\$1.17
TREES								0		
Number of replacement trees	0	17	6	3	0	5	46	9	4	2
Tree Permits Approved/Fee	6	4	5	2	3	8	26	23	3	4
Tree Permits Approved/Exempt	22	17	23	13	20	22	101	80	14	13
Tree Permits Denied	1	0	0	0	0	0	2	0	0	0
Total Tree Permits	29	21	28	15	23	30	128	103	17	17
Dial-A-Truck Stops	87	88	94	87	89	92	554	498	84	83
OPRA Requests	7	10	6	13	11	7	39	48	6	8

July 11, 2013

BOARD OF EDUCATION
SUMMIT, NEW JERSEY

The workshop meeting of the Board of Education was held on Thursday, July 11, 2013, in the Wilson School Board Meeting Room beginning at 7:30 PM. Those present: Ms. Ron-Fornes, presiding, Ms. Colbert, Mr. Dietze, Mr. Hanley, and Mr. Mokuvos. Mr. Freeman arrived at 7:43 PM and Mrs. Kalin was absent.

Also present were Dr. Nathan Parker, Superintendent, Mrs. Glazer, Assistant Superintendent, Mr. Pepe, Assistant Superintendent/Board Secretary, Dr. Shulack, Director of Human Resources, and Dr. Kachmar-Desonne, Director of Special Services. There were five people in the audience.

NOTICE OF CERTIFICATION

The following notice was presented:

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

PRESIDENT'S ANNOUNCEMENTS

"As we start today, I'd like us to take a moment to be grateful for our lives and the opportunity to make a significant positive difference in all our interactions. In the craziness of our lives, we often forget what is truly important. As with any people business, there are moments of tremendous joy and moments of tremendous sadness. We have had death affect two district families recently. There is always a level of sadness across the district when a member of our community is affected because in some way we are all connected. It is with a heavy heart that we start our meeting. Our thoughts and prayers are with the West and Bridges families.

As I shared with you in the last few meetings, one of the great opportunities of the role of President, is to be present and participate in recognition events for our students and staff. At the end of June, I had one more opportunity to participate in such an event. Mr Pepe conducts an annual custodial kickoff meeting. I had heard about this event and was looking forward to experiencing it first hand. It was an amazing event of leadership, teamwork, recognition and support for a group of individuals who are critically important on a daily basis to the safe, beautiful and warm environment which supports our students and staff in the business of learning. I was impressed, but not surprised, by the professional atmosphere which Lou and his team established to recognize individuals who demonstrate the behavior, commitment and excellence we expect as well energizing the team for the summer work. Lou thank you for your leadership and for role modeling to your team what it means to be a Hilltopper. Thank you also for including me.

I will turn now to a couple of updates to ensure that everyone is current:

- 1) Basketball coach: on June 26, we had a Special Board meeting to received Dr Parker's recommendation and to vote on the resolution. The Board accepted Dr Parker's recommendation of Mr. Jim Davidson as our Head Boys Varsity Basketball coach.
- 2) At that meeting, Dr Parker also shared with the Board and community the completion of the Athletic Director search and his recommendation to appoint Mr. Robert Lockhart to be voted on tonight.
- 3) The Post mortem review which we requested regarding the BB situation is underway and Dr Shulack will provide the Board a summary by September.
- 4) Our 2013-2014 Goals were identified during our retreat. As a reminder we will spend a bit more time discussing them today as a Board and then Dr Parker and the administrative team will work on the actions through August.
- 5) As you've heard me say before, we need to continue to ensure that as a Board we are efficient and effective because there is much to do and never enough time – plus, all of us – staff, Board and community – are busier some days that seems humanly possible. One of the things I'm personally passionate about is effectiveness of meetings. You will continue to see incremental improvements over time.
The Communications committee has embraced one part of the meeting agendas and I know they will talk more about is over time – I'll call it "Headlights on Board meeting presentations". Building a calendar of presentations – what presentations will be scheduled for what month – and for which meeting (workshop or regular) – how will the messages be communicated during those presentations so that the salient points are delivered in a way that is compelling and useful to the listeners. We look forward to hearing more about this and seeing a draft schedule and speaker guidance.

As part of my goal to share and inform the community of the way the Board governs itself and works, tonight I will share that at the September workshop meeting we will have our annual Ethics training session. It will be delivered in public so that the community understands the Code of Ethics that we are bound by.

As a reminder also, our workshop meetings are our primary forum for "working" through different challenges and work items as a full board. Our agendas are loaded because of that but hopefully with the added "timing" of the different sections of the agenda, the public can pick and choose what portions to attend. We hope you will join us for all of it but clearly understand that we need to be here for the full agenda but you don't. Also, as a reminder, the Board does not meet in the month of August.

Dr Parker I'll turn it over to you for your opening comments."

SUPERINTENDENT'S REPORT

Dr. Parker talked about the following:

1. Summer activities in the schools:
 - 85 students attending the Extended School Year Program
 - 19 students attending the LCJSMS Summit Summer Skills (S-cubed) program
 - 419 students attending the FLASH program
 - 31 students attending the SHS Summer Academy
2. A number of positions are filled in the spring and also during the summer. At present the district has selected 37 new staff members and 27 open positions remain
3. On-going facility projects:
 - Jefferson School – correcting the sinkhole problem
 - Washington School – reclaiming a classroom space
 - Brayton School – new intercom system
 - LCJSMS – five projects including modification to create another cafeteria line; repurposing faculty workroom to special education classroom; creating faculty workroom previously used for supervisors; and reclaiming office space for supervisor and instruction facility previously used for storage
 - All schools – screening, deep cleaning and applying polyurethane to the gym floors
 - Security upgrades – extending intercom service; walkie-talkie purchases
4. On-going curriculum projects

RETREAT DISCUSSION & GOAL CLARIFICATION

COMMITTEE REPORTS

- A. Education Committee – No report
- B. Operations Committee – Mr. Dietze stated the committee interviewed three Construction Management companies for the facilities projects
- C. Policy Committee – Ms. Colbert stated the committee met on July 11th. The following items were discussed: mandated changes in policies related to assignment of students; pupil smoking; and smoking in school buildings and on school grounds
- D. Communications Committee – Ms. Kalin stated the committee met on July 10th. The following items were discussed: more detailed results/implications/action steps from community survey for sharing with the community; key topics of interest throughout the 2013-2014 school year
- E. Negotiations Committee – No report

F. Liaison Reports – No reports

PUBLIC DISCUSSION

Parent Vyacheslav Zhukov commented on the board goals. He feels the district is reinventing the wheel and that we should be looking at the exiting data. He also asked what the punishment is for missing the goals, and what the teachers' responsibilities are. Dr. Parker and President Ron-Fornes responded.

APPROVAL OF BOARD MINUTES

The items listed under Approval of Board Minutes on the agenda were presented to the Board.

After discussion, there was consensus that the items would be presented for approval at the regular meeting on July 17, 2013.

SCHOOL BOARD OPERATION

The items listed under School Board Operation on the agenda were presented to the Board.

After discussion, there was consensus that the items would be presented for approval at the regular meeting on July 17, 2013.

PERSONNEL

Items listed under Personnel on the agenda were presented to the Board.

After discussion, there was consensus that the items would be presented for approval at the regular meeting on July 17, 2013.

POLICIES

There were no items listed under Policies on the agenda.

FINANCE

Items listed under Finance on the agenda were presented to the Board.

After discussion, there was consensus that the items would be presented for approval at the regular meeting on July 17, 2013.

ADJOURNMENT

Motion by Mr. Dietze, seconded by Ms. Ron-Fornes, and carried to adjourn the meeting at 9:21 PM.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Louis J. Berger".

Secretary

July 17, 2013

BOARD OF EDUCATION
SUMMIT, NEW JERSEY

The Regular Meeting was held on Wednesday, July 17, 2013, in the Summit High School Library/Media Center, beginning at 7:30 PM. Those present: Ms. Ron-Fornes, presiding, Mr. Dietze, Mr. Hanley, and Mrs. Kalin. Mr. Freeman arrived at 7:45 PM. Ms. Colbert and Mr. Mokuvos were absent.

Also present were Dr. Parker, Superintendent of School, Mrs. Glazer, Assistant Superintendent, Mr. Pepe, Assistant Superintendent/Board Secretary, Dr. Shulack, Director of Human Resources, and Dr. Kachmar-Desonne, Director of Special Services. There were 20 people in the audience.

NOTICE OF CERTIFICATION

The following notice was presented:

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

PRESIDENT'S ANNOUNCEMENTS

President Ron-Fornes made the following statement:

"Welcome to our July regular meeting. Typically, this is the month of much personnel and "operational" activity as we close out items, work on summer projects and begin to welcome new members to our community.

Tonight, we have the opportunity to meet two individuals being recommended to join our leadership team - Robert Lockhart, as K-12 Athletic Director and Carly Johnson, as middle school Assistant Principal. I hope you had the opportunity to meet them during the reception. We look forward to welcoming them formally as full staff members once the Board has taken its vote.

I do not have much to say tonight as much of tonight's business is standard procedures. Regarding follow up on some "old business", I do want to share that the PE opt out ad hoc committee has worked diligently to provide a balanced solution and approach. This approach will be implemented by the administration in Sept 2013. The administration has committed to monitor the approach and collect feedback from participants and their families as well as from the staff to provide an overall assessment at the end of the first marking period. At that point, further refinements may be considered. There is no requirement for approval from the Board. Board members served as advisors and part of the work team to represent the collective voice of the community and the full Board. So unless any Board member has any questions or comments, we will move on.

Dr Parker I will pass it to you for your comments."

SUPERINTENDENT'S REPORT

Dr. Parker reported that the number of students taking Advanced Placement (AP) tests increased to 345 from 301. The 14.6% jump is only partially offset by the 5.3% increase in student population, with 89% earning a score of "3" or above on at least one AP test taken. A score of "3" is defined by the College Board as qualified to receive college credit.

Dr. Parker then introduced two administrators on the agenda for approval at tonight's meeting: Robert Lockhart, Athletic Director and Carly Johnson, LCJ Summit Middle School Assistant Principal.

Mrs. Kalin moved approval of the following under Personnel:

- F. Approval to appoint the following professional staff for the 2013-2014 school year:
 - 6. Robert Lockhart, K-12 Athletic Director, \$129,500, effective approximately September 18, 2013 or earlier if he is released from his district, pending criminal history review

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

Mrs. Kalin moved approval of the following under Personnel:

- F. Approval to appoint the following professional staff for the 2013-2014 school year:
 - 15. Carly Johnson, middle school Assistant Principal, \$100,500, effective September 18, 2013 or sooner if released from current contract, pending criminal history review

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

Mrs. Kalin moved approval of the following under Superintendent's Report:

- A. Approval to affirm the Superintendent's decision following receipt of reports of Harassment, Intimidation and Bullying:

6-13-13-26
6-13-13-27

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

7-17-13-28

7-17-13-29

7-17-13-30

C. Approval to accept the Anti-Bullying Report and Self-Assessment presented at the June 13, 2013 Board Meeting

Motion seconded by Mr. Hanley. The roll was called and all present voted “Aye.” The motion was declared adopted.

PUBLIC DISCUSSION

Ms. Hartman asked a question about an estimated cost for full day kindergarten tuition. Mr. Pepe responded.

Mr. Vernotico spoke about the Hilltopper tradition.

Ms. Hartman asked about student performance and a school-to-school analysis. Dr. Parker and President Ron-Fornes responded.

APPROVAL OF BOARD MINUTES

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

A. Approval of the minutes of the following meetings:

1. June 13, 2013 – Workshop/Regular Meeting
2. June 21, 2013 – Special Meeting
3. June 26, 2013 – Special Meeting

Motion was seconded by Mrs. Kalin. The roll was called, Mr. Freeman abstained and all others present voted “Aye.” The motion was declared adopted.

SCHOOL BOARD OPERATION

Mrs. Kalin moved approval of the following items under School Board Operation:

- A. Approval of travel for staff members (information forthcoming)
- B. Approval of Tuition Contract between Summit Board of Education and Chapel Hill Academy, 31 Chapel Hill Road, Lincoln Park, NJ for student #2878002926 from July 1, 2013 through school year 2013-2014 at a cost of \$63,210.00
- C. Approval of Tuition Contract between Summit Board of Education and EPIC, 238 Farview Avenue, Paramus, NJ for student #6348728567 from July 1, 2013 through school year 2013-2014 at a cost of \$91,896.00

- D. Approval of Tuition Contract between Summit Board of Education and The Arc Kohler School, 1137 Globe Avenue, Mountainside, NJ for student #3294840549 for the 2013-2014 school year at a cost of \$68,627.13
- E. Approval of Tuition Contract between Summit Board of Education and The Arc Kohler School, 1137 Globe Avenue, Mountainside, NJ for students #1026245451, #5762253583, and #6351012155 from July 1, 2013 through school year 2013-2014 at a per student cost of \$68,627.13
- F. Approval of Tuition Contract between Summit Board of Education and The Children's Institute, One Sunset Avenue, Verona, NJ for student #6985882626 for the 2013-2014 school year at a cost of \$61,254.10
- G. Approval of Tuition Contract between Summit Board of Education and Montgomery Academy, 188 Mount Airy Road, Basking Ridge, NJ for student #9199440656 for the 2013-2014 school year at a cost of \$57,702.00
- H. Approval of Tuition Contract between Summit Board of Education and Lake Drive School, 10 Lake Drive, Mountain Lakes, NJ for student #7810546585 for the 2013-2014 school year at a cost of \$62,000.00
- I. Approval of Special Instructional Services Contract between Summit Board of Education and Mountain Lakes Board of Education, 400 Boulevard, Mountain Lakes, NJ for student #2365931852 for the 2013-2014 school year at a cost of 4,860.00
- J. Approval of Tuition Contract between Summit Board of Education and Cerebral Palsy of New Jersey, Horizon High School, 220 South Orange Avenue, Livingston, NJ for student #3390168697 for July 1, 2013 through school year 2013-2014 at a cost of \$71,832.60
- K. Approval of Tuition Contract between Summit Board of Education and Celebrate the Children, 345 South Main Street, Wharton, NJ for student #3552153376 for July 9, 2013 to August 9, 2013 at a cost of \$4,200.00 and the 2013-2014 school year at a cost of \$60,714.00
- L. Approval of Special Instructional Services Contract between Summit Board of Education and Mountain Lakes Board of Education, 400 Boulevard, Mountain Lakes, NJ for student #5187102439 for the 2013-2014 school year at a cost of \$9,720.00
- M. Approval of Special Instructional Services Contract between Summit Board of Education and Mountain Lakes Board of Education, 400 Boulevard, Mountain Lakes, NJ for student #9268404428 for the 2013-2014 school year at a cost of \$540.00

- N. Approval of Special Instructional Services Contract between Summit Board of Education and Mountain Lakes Board of Education, 400 Boulevard, Mountain Lakes, NJ for student #5187102439 for the 2013-2014 school year at a cost of \$9,720.00
- O. Approval of Special Instructional Services Contract between Summit Board of Education and Mountain Lakes Board of Education, 400 Boulevard, Mountain Lakes, NJ for student #6758393022 for the 2013-2014 school year at a cost of \$1,485.00
- P. Approval of Services Contract between Summit Board of Education and the State of New Jersey Commission for the Blind & Visually Impaired (CBVI) to provide services to our students for the 2013-2014 school year at the following fees: Level 1-\$1,750.00, Level 2-\$4,200.00, Level 3-\$11,750.00, and Level 4-\$13,325.00
- Q. Approval of Special Education ESY Tuition Contract Agreement between Summit Board of Education and New Providence Board of Education for student #3056483085 at a cost of \$4,444.00
- R. Approval to accept a donation from Christine Murray for the FLASH program in the amount of \$545.00
- S. Approval of School Bus Emergency Evacuation Drill Report as per N.J.A.C. 6A:27-11.1 et seq. conducted on June 19, 2013 at 9:05AM – Jefferson Elementary School Drop off area at blacktop for Special Education transportation route as supervised by Mr. Poles, Ms. Cuskie and Ms. Skobo
- T. Approval of the following out-of-state/overnight field trips:
 - 1. September 20-22, 2013, for 35 Forensics Team students to go to Yale University in Connecticut for a speech and debate tournament;
 - 2. September 24, 2013, for 50 Music/Theatre students to go to New York City for a Broadway musical;
 - 3. December 6-8, 2013, for 30 high school Forensics Team students to go to George Mason University in Virginia
 - 4. January 8, 2014, for 20 high school Advanced Theatre Class students to go to New York for an audition workshop for a Broadway show
 - 5. February 14-17, 2014, for 20 Forensics Team students to go to Harvard College in Massachusetts for a speech and debate tournament
 - 6. September 20 and 21, 2013 for 220 middle school sixth graders to go**

to Fairview Lake Camp

7. September 21 and 22, 2013 for 220 middle school sixth graders to go to Fairview Lake Camp

- U. Approval of annual Commercial Package Insurance as prepared by Willis of New Jersey, Inc., effective July 1, 2013 to include the following lines of coverage:

<u>Coverage</u>	<u>Carrier</u>	<u>Effective</u>	<u>Cost</u>
All Lines	DIPLOMA	7/01/2013	\$292,048.00
Worker's Comp	DIPLOMA	7/01/2013	\$318,919.00
NJ CAP	Fireman's Fund	7/01/2013	\$ 21,031.00
Bonds	Selective	7/01/2013	\$ 1,200.00
Student Accident			
Incl. FLASH	Bob McCloskey	8/01/2013	\$ 64,975.00
Adult Accident	Bollinger	7/01/2013	\$ 350.00

- V. Approval of annual Public Official Bonds for Louis J. Pepe, RSBA and Scott Olsen, Treasurer of School Moneys, as prepared by Willis of New Jersey, Inc. through Selective Insurance Company of America, effective July 1, 2013

- W. Revised Approval for withdrawal of capital reserve funds in the amount of \$1,836,120 to include Lincoln-Hubbard ES roof and security upgrade work, Brayton ES security upgrade work, and removal of Franklin ES security upgrade work (Note: Franklin ES security upgrade work to be included in the addition/renovation)

- X. EI Associates – Architectural and Engineering Services

Resolved, that the Summit Board of Education approve the Architectural and Engineering Services for Roof Replacement at Lincoln-Hubbard Elementary School in conjunction with *Roof Replacement Projects previously approved for Franklin, Jefferson and Washington Elementary Schools** as submitted in the proposal dated July 1, 2013, by EI Associates, Architectural and Engineering, Inc., 8 Ridgedale Avenue, Cedar Knolls, NJ 07927 in the amount of \$30,000.00 *Thirty Thousand Dollars* as attached and detailed below:

Phase I – Schematic Design and ROD Grant Application:	\$ 3,000.00
Phase II – Detailed Design	\$ 20,000.00
Phase III – Bidding and Construction Phase Services	\$ 7,000.00
	\$ 30,000.00

*Roof Replacement Projects at Franklin, Jefferson and Washington Elementary Schools previously approved March 21, 2013 (local share) to be

funded from withdrawal of Capital Reserve funds previously approved by the Board of Education on February 21, 2013.

Further Be It Resolved that the Summit Board of Education authorizes and directs the School Business Administrator to make formal application to the NJ Department of Education, Office of Facilities through EI Associates for the September 4, 2013 Round IV submission date.

Y. EI Associates – Architectural and Engineering Services

Resolved, that the Summit Board of Education approve the Architectural and Engineering Services for Phase I of various projects as submitted in the proposals by EI Associates, Architectural and Engineering, Inc., 8 Ridgedale Avenue, Cedar Knolls, NJ 07927 in the amount of \$201,000.00 *Two Hundred One Thousand Dollars* detailed below:

Phase I – Schematic Design and ROD Grant Application:

Board of School Estimate – May 13, 2013 Approvals:

• Franklin ES Addition	44,000.00
• Jefferson ES Addition	50,000.00
• LCJSMS Brick Re-pointing & Masonry Repairs	15,000.00
• LCJSMS Auditorium Renovation/Restoration	25,000.00
• LCJSMS Science Labs/Bldg. Reconfiguration	32,000.00
• SHS Boiler Replacement/Room Reconfiguration	<u>16,000.00</u>
	\$182,000.00

Capital Reserve Withdrawal – February 21, 2013 Approvals:

• Security Upgrades at Brayton ES*	3,500.00
• Security Upgrades at Lincoln Hubbard ES*	3,500.00
• Security Upgrades at Washington ES*	<u>12,000.00</u>
	\$19,000.00
	\$201,000.00

Note: Phase II Construction Document Phase - TBD
Phase III Construction Administration Phase – TBD

*Security Upgrades at Brayton, Lincoln Hubbard and Washington ES Main Offices projects (local share) to be funded from withdrawal of Capital Reserve funds previously approved by the Board of Education.

Further Be It Resolved that the Summit Board of Education authorizes and directs the School Business Administrator to make formal application to

the NJ Department of Education, Office of Facilities through EI Associates for the September 4, 2013 Rods IV submission date.

- Z. Karl & Associates – Professional Services Asbestos evaluation, sampling and analysis for Various Projects (RODS IV Facility Projects)

Resolved, that the Summit Board of Education approve the Investigation and Sampling Proposals for the Summit School District dated July 9, 2013 submitted by Karl & Associates, 20 Lauck Road, Mohnton, PA 19540 as per review and recommendation of the architect, EI Associates, at an estimated total of \$31,370.00 as follows:

<u>Project</u>	<u>Proposal No.</u>	<u>Est. Cost</u>
SHS Boiler Room	P-130655	\$ 4,560.00
LCJSMS Auditorium	P-130656	\$ 4,360.00
LCJSMS Brick Re-pointing	P-130656	\$ 1,360.00
LCJSMS Science Labs	P-130656	\$ 5,275.00
Franklin ES Addition	P-130657	\$ 6,335.00
Jefferson ES Addition	P-130650	\$ 6,335.00
Brayton, L-H, Washington ES		
Security Upgrades	P-130658	<u>\$ 3,145.00</u>
		\$31,370.00

- AA. EPIC Management, Inc. – Professional Construction Management Services

Resolved, that the Summit Board of Education approve EPIC Management, Inc., 136 Eleventh Street, Piscataway, NJ 08854 for construction management services related to additions at Franklin & Jefferson ES in the amount of \$317,472.00 and renovation/restoration of auditorium and new science labs at LCJSMS in the amount of \$137,868.00 in accordance with N.J.A.C. 5:34-2.1-2.4 for extraordinary unspecifiable services (EUS) as attached

- BB. Approval of Change Order #8 – Drill Construction Co., Inc. (-\$10,612.00) for Site Improvements to Lincoln-Hubbard - various items resulting from February 26, 2013 meeting

- CC. Approval of Change Order #9 – Drill Construction Co., Inc. (-\$4,732.82) for Site Improvements to Lincoln-Hubbard – credits for landscaping, trees, and punch list
- DD. Approval of newly revised curriculum for:
 - 1. Seventh Grade Algebra
 - 2. Seventh Grade Algebra Enriched
 - 3. Eighth Grade Algebra Enriched
 - 4. Pre-Calculus Honors
 - 5. Mandarin IV
- EE. Approval of Summit High School Senior Class Picnic on Monday, September 9, 2013 from 5:30-7:30 PM to be held at Memorial Park – Picnic Grove and Area
- FF. **Approval of Employment Service Agreement between Summit Board of Education and Our House, Inc., 76 Floral Avenue, Murray Hill, NJ for student #9593423162 for July 1, 2013 to August 30, 2013 at a cost of \$51.00 per hour, maximum 50 hours**
- GG. **Resolution to approve new 5-year licensing and support contract beginning with the 2014-2015 school year through the 2018-2019 school year for suite of packages from Systems 3000, Victoria Plaza – Building 4A, 615 Hope Road, Eatontown, NJ at a maximum annual increase of 2% (Note: current total package cost is \$19,660.00)**
- HH. **Approval of contract between Summit Board of Education and Book-it Distribution, 103 Notch Road, Oak Ridge, NJ for the 2013-2014 school year**
- II. **Approval of the following scholarships that were awarded in June:**
 - 1. **Frieda M. Crichfield Scholarship Fund awarded to Janet Becerra in the amount of \$1,000**
 - 2. **Mame Louise Reynolds McGeorge Scholarship Fund awarded to Sade Tyndall in the amount of \$500**
 - 3. **Gottesman Family Foundation Scholarship Fund (Immigrant Student Scholarship) awarded to Shirley Orellana in the amount of \$5,000 per year for four years in accordance with the terms of the original gift**
 - 4. **Gottesman Family Foundation Scholarship Fund (Immigrant Student Scholarship) awarded to Andre Zeledon in the amount of \$5,000 per year for four years in accordance with the terms of the original gift**

- JJ. Approval of Tuition Contract between Summit Board of Education and The Developmental Center for Children & Families (DCCF) of Morris County for student #3552153376 for July 9, 2013 through August 9, 2013 at a cost of \$4,500.00**
- KK. Approval of Tuition Contract between Summit Board of Education and Cranford Public Schools, 132 Thomas Street, Cranford, NJ for students #8411945421 and #7131176729 for the 2013-2014 school year at a cost of \$46,590.00 per student**
- LL. Approval of Tuition Contract between Summit Board of Education and Shepard Preparatory High School, 8 Columba Street, Morristown, NJ for student #1414036617 for the 2013-2014 school year at a cost of \$48,560.88**
- MM. Approval of submission of the FY2014 NCLB Grant Application in the following amounts:**
- | | |
|-----------------|--------------|
| Title I Part A | \$296,225.00 |
| Title II Part A | \$ 50,792.00 |
| Title III | \$ 35,537.00 |
- NN. Approval of submission of the FY2014 IDEA Grant Application in the following amounts:**
- | | |
|------------|--------------|
| Basic | \$899,000.00 |
| Non-Public | \$ 61,171.00 |
| Pre-school | \$ 30,534.00 |
| Non-Public | \$ -0- |
- OO. Approval of Renewal Quote and Proposal #0167-1302 from ECA Educational Services, 1981 Dallavo Drive, Commerce Township, Michigan for science kit management and refurbishment service for the 2013-2014 school year at a cost of \$17,371.23**

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

PERSONNEL

Mr. Hanley moved the following items under Personnel:

A. Approval of the change in assignment for 2013-2014 for:

1. Elizabeth Buettner, from Franklin School as an elementary teacher to the high school as an English teacher
2. **Adam Kestler, Brayton School playground aide, to increase his time to include Monday through Friday from 11:15 am to 1 pm**
3. **Cindy Abramov, Washington School, from teacher to library/media specialist, MA+30 Level, Step 16 - \$81,490 plus 2 Masters \$850 or \$82,340**
4. **Danielle Greco, Brayton School from a part-time to a full time basic skills teacher, MA Level. Step 10 - \$65.525**

B. Approval to accept the resignation of the following staff:

1. Patricia Olsen, Brayton School library secretary, effective June 30, 2013
2. Tasia Walker, Franklin School elementary teacher, effective June 30, 2013
3. Kaitlyn Hicks, high school guidance counselor, effective June 30, 2013
4. Gregory Vacca, high school English teacher, effective August 31, 2013
5. Kristy Lauricella, high school English teacher, effective June 30, 2013
6. Michelle Owen, ESL teacher, effective June 30, 2013
7. Jennifer North, high school instructional facilitator, effective June 30, 2013
8. Zachary Mazouat, middle school dedicated aide, effective June 30, 2013
9. Courtney Cunningham, high school physical education teacher, effective June 30, 2013
10. **Kyle Brooten, Brayton School inclusion aide, effective June 30, 2013**
11. **Kelly Ann Gregg, Washington School inclusion aide, effective June 25, 2013**
12. **Elliot Platt, middle school ABA aide, effective June 25, 2013**

C. Approval to accept the retirement of the following staff:

1. Francene Wuertz, middle school science teacher, effective September 1, 2013
2. Cynthia Hedin, librarian, effective September 1, 2013
3. Frances Priore, high school secretary, effective January 1, 2014

D. Approval to reappoint the following summer custodians, effective June 17, 2013:

1. Dwaine Dabney, Jr., \$11/hr.
2. Shawn Hillas, \$11/hr.
3. Andrew Kaminski, \$11/hr.
4. Joseph Ransome, \$10/hr.

E. Approval to appoint Tina Hernandez as a leave replacement special education resource center teacher, BA+15 Level, Step 3 - \$56,601 (prorated), effective September 1, 2013, to approximately May 8, 2014

F. Approval to appoint the following professional staff for the 2013-2014 school year:

1. Elizabeth Barto, high school special education teacher, BA+15 Level, Step 2 - \$56,167
2. Julie Rodriguez, Jefferson School multi-age classroom teacher, BA Level, Step 5 - \$55,840, pending criminal history review
3. Megan Ryan, Franklin School elementary teacher, BA Level, Step 1 - \$53,937
4. Vanessa Hernandez, high school Spanish teacher, MA+30 Level, Step 12 - \$69,963, pending criminal history review
5. Caitlin Botti, high school environmental science teacher, MA Level, Step 1 - \$58,693, pending criminal history review
6. Marie Barber, high school guidance counselor, MA Level, Step 1 - \$58,693, pending criminal history review
7. Meredith Cohen, part-time high school biology teacher, MA Level, Step 6 - .5 - \$30,666, pending criminal history review
8. Michele Colucci, Franklin School .5 resource room teacher, BA Level Step 1, \$26,969 and .5 instructional aide, Aide Step 1, \$14,916.50, effective September 1, 2013, pending criminal history review
9. Matthew Ferry, Brayton School teacher, BA+15 Level, Step 2 - \$56,167
10. Mariel Jacobs, Franklin School leave replacement teacher (maternity), BA Level, Step 1 - \$53,937
11. Daniel Trench, middle school science teacher, BA Level, Step 1 - \$53,937, pending criminal history review and ability to obtain New Jersey Teaching Certificate
- 12. Emily Greenberg, middle school English teacher, MA Level, Step 1 - \$58,693**
- 13. Chelsea Butera, Lincoln-Hubbard School special education teacher, BA Level, Step 1 - \$53,937**
- 14. Staci Kaplan, Washington School teacher, MA Level, Step 13 - \$71,133, effective September 18, 2013 or sooner if released from current contract, pending criminal history review**
- 15. Awilda Jerez, Jefferson School part-time Spanish teacher, BA Level, Step 1 - \$13,484.25 and part-time inclusion aide, Aide Step 1 - \$14,916.50, pending criminal history review**
- 16. Jamie Farber, high school special education teacher, MA Level, Step 1 - \$58,693, pending criminal history review**
- 19. Jennifer McCarthy, Franklin School teacher, BA+15, Step 8 - \$59,297, pending criminal history review**
- 20. Leslie Hernandez, basic skills teacher, BA+15, Step 2 - \$56,167, pending criminal history review**

G. Approval to appoint the following recommendations for summer curriculum writing projects (**revised** list attached)

- H. Approval to extend the childcare leave for Eleanor Wang, Franklin School resource room teacher, to September 1, 2014
- I. Approval of maternity/family medical leave for Emily Cooper, Lincoln-Hubbard School resource room teacher, from December 20, 2013 through June 5, 2014
- J. Approval to adjust the maternity leave for Aysha Hussain, to return September 1, 2013 rather than the previously approved May 29, 2014
- K. Approval of the following long-term substitute teachers:
 - 1. Alexandra Kelly, Lincoln-Hubbard School resource room teacher (Ahearn maternity), \$225/day, effective September 3, 2013 through approximately January 2, 2014, pending criminal history review and ability to obtain New Jersey Teaching Certification
 - 2. Alexandra Kelly, Lincoln-Hubbard School resource room teacher (Cooper maternity), \$225/day, effective January 3, 2014 through approximately June 5, 2014, pending criminal history review and ability to obtain New Jersey Teaching Certification
 - 3. **Nicholas Tricarico, Franklin School, \$225/day, effective September 3 through approximately December 2, 2013**
 - 4. **Jessica Sanson, Brayton School, \$225/day, effective September 3 through approximately December 3, 2013**
 - 5. **Kristen Allen, middle school special education, \$225/day, effective September 3, 2013 to approximately January 21, 2014, pending criminal history review**
 - 6. **Elise Whitehouse, Brayton School teacher, \$225/day, effective September 3, 2013 to approximately December 3, 2013, pending criminal history review**
- L. Approval to pay Nicholas Murray for two hours to work first grade orientation on June 4, 2013 at \$21.19/hr.
- M. Approval to appoint staff (list attached) for revisions to the following curriculum at the curriculum rate of \$42.31/hr: K-5 Reading/Writing; K-5 Social Studies; K-5 Math; Grades 7 and 8 Science and Social Studies
- N. Approval to revise the Child Study Team summer work schedule to include Marie Adam to work up to six days
- O. Approval to appoint Michael Magdalenski as the Quintessence advisor for 2012-2013 school year, \$3,523, funded by SEA Grant
- P. Approval to appoint the following support staff:

1. Matthew Schachtel, part-time elementary computer technician, \$23,000, effective August 1, 2013, pending criminal history review
2. Margaret Walsh, Franklin School instructional aide, Aide Step 1 - \$29,833
3. **Diane Keyes, middle school instructional aide, Aide Step 1 - \$29,833**
4. **Amelia Hydock, Lincoln-Hubbard dedicated inclusion aide, Aide Step 1 - \$29,833, pending criminal history review**
5. **Nicholas Murray, Lincoln-Hubbard part-time inclusion aide, Aide Step 1 - \$14,916.50, playground aide, \$38/hr., and part-time substitute teacher, \$45/day**
6. **Christine Parolise, Brayton School instructional aide, Aide Step 1, \$29,833**

Q. Approval of the following job descriptions:

1. Revise Instructional Facilitator Job Description
2. Adopt Assistant Superintendent for Business/Board Secretary Job Description
3. Abolish Business Administrator/Board Secretary Job Description
4. Revise Director of Athletics Job Description
5. Revise 6-12 Health and K-12 Physical Education Department Supervisors
6. Adopt Hispanic Community Liaison Job Description
7. **Adopt Latino Literacy Instructor Job Description**

R. Approval of a sixth assignment for the following staff:

1. **Joan Lu, high school Mandarin, \$10,338**
2. **Jonathan Hills, high school Latin, \$10,338**
3. **Ann Dooley, middle school industrial arts, \$4,653**

S. Approval to appoint Cristina Casani, Stefanie Jurista and Erin Day as coordinators of Students Helping Students program from January 1 through May 30, 2013, 40 hours each (including prep time) or \$1,680 each (paid by SEF Grant)

T. Approval to appoint Estefany Nunez as a high school student summer secretarial support, \$10/hr., effective July 1 through August 23, 2013, not to exceed 210 hours, pending criminal history review

U. BE IT RESOLVED by the Summit Board of Education as follows:

1. The request of Anthony Bruno to resign his employment by the Board, effective the close of business on June 30, 2013, is hereby granted and accepted.
2. The terms, stipulations and conditions as established in a Separation of Employment Agreement, annexed to this Resolution, dated July 2, 2013, are

hereby adopted and approved by the Board of Education. The President and Secretary of the Board of Education are hereby authorized and directed to execute the attached Separation of Employment Agreement and any other documents necessary to affect this Separation of Employment Agreement.

- V. Approval of the 2013 Summer/Fall Coaching Recommendations (list attached)**
- W. Approval of the 2013-2014 Winter Coaching Recommendations (list attached)**
- X. Approval to appoint Margaret Kane, Gail McLaughlin, Patricia Glenn, Janet Blasi and Kathleen Maurice to work as substitute nurses at FLASH from June 25 to July 25, 2013 at \$140/day**
- Y. Approval to appoint Winifred Caetta and William O'Regan to work as substitute teachers at Summer Academy 2013, as needed, at the curriculum rate of \$42.31/hr.**
- Z. Approval to pay Dory Marcus as Technology Support Mentor for Scholar Laureate at LCJSMS from 9/17/12 through 6/15/13 at curriculum rate of \$42.31/hr. for 45 hours**
- AA. Approval to appoint Anna Nascimento as a clerical substitute, \$13/hr.**

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

POLICIES

Mrs. Kalin moved the following items under Policies:

First Reading

Bylaws 0000.02	Policy Manual Introduction
Policy 5120	Assignment of Students
Policy 5533	Pupil Smoking
Policy 7434	Smoking in School Buildings and on School Grounds

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

FINANCE

Mr. Hanley moved the following items under Finance:

Upon the recommendation of the Business Administrator to the Superintendent:

A. Approve the June 30, 2013 Bill List as listed below:

1. Regular Bills	Fund 10	\$387,654.25
2. Special Revenue	Fund 20	\$133,653.11
3. Capital Projects	Fund 30	\$ 8,132.83
4. Enterprise Fund	Fund 60	\$ 12,303.54
Sub Total All Funds		\$541,743.73
5. Food Service	Fund 61	\$ 78,568.57
Total All Bills		\$620,312.30

B. Approve the July Bill List as listed below:

1. Regular Bills	Fund 10	\$397,720.25
2. Special Revenue	Fund 20	\$ 18,388.04
3. Capital Projects	Fund 30	\$ -0-
4. Enterprise Fund	Fund 60	\$ 1,536.13
Sub Total All Funds		\$417,644.42
5. Food Service	Fund 61	\$ 4,960.00
Total All Bills		\$422,604.42

C. Approval of monthly payroll for June 30, 2013 - **\$4,730,721.86**

D. Approval of budget adjustments and line item transfers May 31, 2013
(information forthcoming)

E. Approval of Secretary and Treasurer's report for May 31, 2013

F. Monthly Budgetary Line Item Status Certification:

Resolved, that the Board Secretary for the Summit Board of Education certifies that pursuant to NJAC 6A:23A-16.10 (c) 3, as of May 31, 2013, that no line item account has encumbrances and expenditures, which in total exceed the line item appropriation in violation of NJAC 6A:23A-16.10(a); and

Further Be It Resolved, that the Summit Board of Education certifies that pursuant to NJAC 6A:23A-16.10(c) 4 that after review of the board secretary's and treasurer's monthly financial reports and the advice of district officials, we have no reason to doubt that no major account or fund ha been over-expended in violation of NJAC 6A:23A-16.10 (b)

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

ADJOURNMENT

Motion by Mrs. Kalin, seconded by Mr. Hanley, and carried to adjourn the meeting at 8:28 PM.

Respectfully submitted,



Secretary



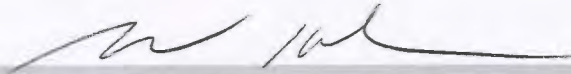
Summit Fire Department Monthly Fire Prevention Inspection Report September 2013

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FIRE INSPECTIONS	Life Hazard	In-Service	Retrofit	Construction	Permits	Sep-13	Sep-12	Year to Date 2013	Year to Date 2012
Theaters & Auditoriums							2	18	22
Nightclubs & Clubs	2			1		3	6	59	77
Restaurants	2	11			5	18	22	340	347
Churches		5			4	9	2	14	65
Professional Services		3		8	1	12	56	296	350
Florists/Laundries							3	13	15
School Day Care (*2 1/2 yr +)	6			1	2	9	20	119	131
Fabrication							4	6	7
Industrial Labs					3	3	4	85	86
A & D Centers								17	34
Hospitals							2	33	56
Child Care (Infants)	10					10	4	37	20
Jails, Retail, Gas Stations	1			1		2	55	164	196
Hotels/Motels					1	1	4	12	7
Rooming Houses							5	36	28
Multi-family apartments		1		8		9	20	169	143
One & Two family units				24		24	19	162	201
Storage, auto repair & lumber yds.	1					1	8	32	34
Metals, low storage & food products							1	8	21
Total All Inspections	22	20	-	43	16	101	237	1,620	1,840

FIRE EDUCATION PROGRAMS	Sep-13	Sep-12	2013	2012
			Year to Date	Year to Date
Fire Prev. Programs off-site	5	3	30	27
Fire Prev. Programs in-station	2	2	23	19
Fire Extinguisher Training	3		4	
Total	10	5	57	46

PLAN REVIEWS	Sep-13	Sep-12	2013	2012
			Year to Date	Year to Date
Total Plans Reviewed	40	25	435	367
Total Site Plans Reviewed	6	5	54	50


Prepared by Fire Official, Chief Joseph Houck



Summit Fire Department Monthly Fire Activity Response Report

September 2013

Fires	Sep-13	Sep-12	2013 To date	2012 To Date
Fires Inside Structures	9	3	64	46
Fires Outside Structures				3
Vehicle Fires	1		15	10
Tree/Brush/Grass/Refuse Fires	1		9	14
All Other Types of Fires			3	6
Mutual Aid Task Force Responses		1		5
Total Fires	11	4	91	84

Emergencies

Hazardous Conditions	4	5	69	66
Electrical Hazards	7	12	114	111
Motor Vehicle Accidents	3	3	25	27
Mutual Aid Station Coverage			17	11
Service Calls (Lock-Outs, Water Removal, etc.)	27	19	271	245
Good Intent Calls	24	25	197	220
Miscellaneous Calls (Assist Police, Stand-By, Special Services)	12	9	110	99
CO Detector Activations		2	8	16
Total Emergencies	77	75	811	795

Rescues

Motor Vehicle Extrications	4	2	20	22
Elevator Emergencies, Searches, etc.		1	15	16
Emergency Medical Calls	30	30	287	276
Total Rescues	34	33	322	314

Alarm Activations

Malicious False Alarms			7	4
Accidental, Malfunctions, Honest Mistakes	49	42	407	488
Total Alarm Activations	49	42	414	492

Total Number of Responses

171	154	1638	1685
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Prepared by

Lt. Kenneth Jenks