



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
www.ucimprovementauthority.org
(732) 382-9400 (732) 382-5862 fax

Resolution No. 14-2019

Date: February 6, 2019

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING CONTINUING CONSULTATION PROFESSIONAL
SERVICES CONTRACT FOR HISTORICAL PRESERVATION
CONSULTANT FOR THE OAK RIDGE PARK PROJECT**

APPROVED AS TO FORM:
Lisa M. da Silva, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
☒ YES ☐ NO ☐ NONE REQUIRED
UNION COUNTY IMPROVEMENT AUTHORITY

Lisa M. da Silva

Blair B...

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓			✓	
<i>Bornstad</i>	✓		✓				
<i>D'Elia</i>		✓					
<i>Gunderman</i>	✓		✓				
<i>Hockaday</i>	✓		✓				✓
<i>Huff</i>	✓		✓				
<i>Lattimore</i>	✓		✓				
<i>Rountree</i>		✓					
<i>Salerno</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING CONTINUING CONSULTATION PROFESSIONAL
SERVICES CONTRACT FOR HISTORICAL PRESERVATION
CONSULTANT FOR THE OAK RIDGE PARK PROJECT**

WHEREAS, a regular meeting of the Union County Improvement Authority (the "Authority") was held on February 6, 2019; and

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40: 37A-44 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, it is necessary for the Authority to obtain and continue professional historical preservation consultant services (the "Services") for the Oak Ridge Project; and

WHEREAS, the Services are an exception to the public bidding requirements of the Local Public Contracts Law as a professional service; and

WHEREAS, the Authority has a need to acquire the Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Mary Delaney Krugman Associates Inc. has completed and submitted a Business Entity Disclosure Certification which certified that Mary Delaney Krugman Associates Inc. has not made any reportable contributions to a political or candidate committee as prohibited by the law in the previous year, and that the contract will prohibit Mary Delaney Krugman Associates Inc. from making any reportable contribution through the term of the contract; and

WHEREAS, the Authority would like to authorize a continuing hourly consultation contract with Mary Delaney Krugman Associates Inc. for the provision of the Services in accordance with her December 1, 2018 Proposal and this Resolution.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF
THE UNION COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. The Authority hereby authorizes Mary Delaney Krugman Associates Inc. to continue to perform historical preservation consultant services for the Oak Ridge Project on an hourly as-needed basis, at a standard hourly rate of \$200/ hour for a cost not to exceed \$25,000.00 ;
2. The Authority authorizes the Executive Director of the Authority to approve and execute a continuing contract with Mary Delaney Krugman Associates Inc. setting forth the terms of the provision of the Services. Such approval and execution by the Executive Director shall be deemed approval by the Authority and no further action or approval shall be required.
3. The Clerk of the Authority is directed to cause a brief notice of the above qualification to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

AND BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

AGREEMENT

THIS AGREEMENT made and entered into this day of February 2019, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"), with offices located at 1499 U.S. Highway 1 North, Rahway, New Jersey hereinafter referred to as **Authority** and **Mary Delaney Krugman Associates Inc.** having its principal place of business at 62 Myrtle Ave, Montclair, New Jersey 07042, hereinafter referred to as **Vendor**.

WITNESSETH that the **Authority** and the **Vendor**, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. SCOPE OF WORK

The County shall enter into a Continuing Agreement with **Vendor** on an hourly as-needed basis for an hourly rate of \$200.00/hour for the sum not to exceed \$25,000.00 and **Vendor** shall furnish continuing Historical Preservation Consulting Services at the Oak Ridge Park Project in Clark, New Jersey in accordance with their December 1, 2018 Proposal which is annexed hereto as Appendix A, and incorporated herein as part of this Agreement and collectively with this Agreement referred to as the "contract documents". **Vendor** shall do everything required by such contract documents.

Further, the **Vendor** agrees to comply with all Federal and State and local laws applicable to this Agreement

2. DATES OF AGREEMENT

This Agreement shall commence as of December 1, 2018 and shall terminate in twelve (12) months on November 30, 2019.

3. CONFIDENTIALITY OF DOCUMENTS

All data and documentation arising out of the performance of this Agreement are the property of

the **Authority**. Any data or documentation whose premature disclosure would be detrimental to the **Authority** shall remain confidential and shall only be released to authorized personnel, in accordance with the Open Public Records Act.

4. INSURANCE

On or before commencing the work the **Vendor** shall file with the **Authority** evidence of insurance coverage. The policy shall state "All bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence". Coverage shall be effective and continuous for the entire term of the Agreement. The **Authority** shall be named as additional insured on the policy.

The **Authority** requires all **Vendors** to be able to comply with the following insurance requirements. The **Vendor** must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the **Authority**.

INSURANCE REQUIREMENTS APPLICABLE TO ALL VENDORS:

A Certificate of Insurance shall be filed with the **Authority** prior to commencement of the work. This Certificate shall contain a provision that insurance afforded under the policies will not be canceled without at least 30 days prior written notice being given to the **Authority** and name the **Authority** as additional insured.

1. Automobile Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage liability. A certificate of such current insurance shall be provided to the **Authority** and shall reflect the provision of at least 30 days notice to the **Authority** before any major cancellation or major change may be made in the policy.
2. Workers Compensation Insurance insuring the obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational

Disease Laws as respects work performed under this Contract. Insurance shall be extended to include any obligations under “the United States Longshoremen's and Harbor Workers Act” or any maritime Act, when applicable.

3. General Liability Insurance shall be provided on a Comprehensive General Liability Form with a Combined Single Limit of \$1,000,000.00 per Occurrence for Bodily Injury Liability and Property Damage Liability and shall include the interest of the **Authority** with Respect to work emanating from the Contract with the **Authority**.

This instance shall include the following:

- (a) Personal Injury Liability,
- (b) Blanket Contractual Liability applying to assumption of liability under any written, Contract,
- (c) Products and/or Completed Operations Liability

5. INDEMNIFICATION

The **Vendor's** liability to the **Authority** and its employees in third party suits shall be as follows:

- a. Indemnification for Third Party Claims - The **Vendor** shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the **Authority** and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this **Agreement**.
- b. The **Vendor** further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, which may arise out of or be caused by the actions, activities or omissions of the **Vendor's** employees, subcontractors and agents in connection with the performance of the work as outlined in this Agreement.

- c. The **Vendor**'s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

6. INDEPENDENT VENDOR STATUS

The **Vendor** and its employees, vendors, subcontractors, agents and representatives are, for all purposes arising out of the Agreement, independent contractors and not employees of the Authority. It is expressly understood and agreed that the **Vendor** and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which **Authority** employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

7. TERMINATION OF AGREEMENT FOR CAUSE

The **Authority** may, by written notice of default to the **Vendor**, and without prejudice to any other right or remedy, terminate this Agreement under any one of the following circumstances if the **Vendor** does not cure such default within a period of ten (10) days (or such longer periods as the County may authorize in writing) after providing notice to the **Vendor** specifying such failure:

- a. If the **Vendor** refuses or fails to supply services called for in this Agreement or fails to meet any criteria defined in the Agreement;
- b. If the **Vendor** disregards laws, ordinances, rules, regulations or orders;
- c. If the **Vendor** fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- d. If the **Vendor** files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the County.

In the event, the Agreement is terminated, all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **Authority**, become the **Authority**'s property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

8. TERMINATION OF AGREEMENT WITHOUT CAUSE

This Agreement may be terminated without cause at any time upon thirty (30) days prior written notice from the **Authority**. In no event, however, shall the **Vendor** be paid for loss of anticipated profits or consequential damages.

In the event the Agreement is terminated all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **Authority**, become the **Authority's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

9. CHANGES AND MODIFICATIONS

The parties may from time to time during the term of the Agreement make changes, extensions of time or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department. Change Orders shall comply with N.J.A.C. 5:30-11 titled Change Orders and Open-End Agreements and subsequent articles of the New Jersey Administrative Code.

10. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity will not void the entire Agreement or affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; rather, the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the **Vendor** shall not be relieved of liability to the **Authority** for damages sustained by the **Authority** by virtue of any breach of the Agreement.

11. PAYMENT

The **Authority** shall pay this **Vendor** for the work specified by the Agreement at an hourly rate of \$200.00/ hour for a sum not to exceed \$25,000.00. Unless otherwise stated. in the specifications, payment

requests shall be submitted to the respective Authority every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and provide the necessary documentation of same.

Payment to the **Vendor** is to be made within forty-five (45) days after the receipt of **Vendor's** invoice and properly executed **Authority** voucher.

12. FORCE MAJEURE

Neither party shall be liable for any damages for failure to perform its obligations under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the **Authority** solely in its sovereign or contractual capacity, fires, floods, war, riot, insurrection, accidents, epidemics, quarantine restrictions, freight embargoes, industrial disturbances and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the **Vendor** or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

13. DISCRIMINATION

This **Vendor** acknowledges that she has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

14. AFFIRMATIVE ACTION

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C.17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter IO of the Administrative Code at N.J.A.C. 17:27.

15. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the **Authority** unless the **Vendor** provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted;

or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

Further, a subcontractor shall provide a copy of its business registration to the **Vendor** who shall forward it to the contracting agency. No agreement with a subcontractor shall be entered into by any contractor under any agreement with a contracting agency unless the contractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the Agreement.

The **Vendor** shall maintain and submit to the **Authority** a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

16. COMPLIANCE WITH STATUTE

It is understood and agreed that should N.J.S.A. 10:2-1 et seq; N.J.S.A. 24:10-57.1 and N.J.S.A. 57.2; 34:11-56.25; N.J.S.A. 40A:11-18 or N.J.S.A. 52:33-1, together with any amendment or supplement thereto, be applicable to this Agreement and should said statute not be complied with, then this Agreement shall be voidable at the option of the **Authority**.

17. OPEN PUBLIC RECORDS ACT ("OPRA")

Pursuant to the Open Publics Record Act, N.J.S.A. 47:A-1.1 et seq. ("OPRA"), all information and documentation received in response to this Request for Quotations documents will become the property of the **Authority**. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the **Authority** unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your contract documents are requested pursuant to OPRA.

18. INSPECTIONS AND RECORDS

The **Vendor** shall maintain accounting records in a manner so as to enable the **Authority** to easily audit and examine any books, documents, papers, and records maintained in support of the Agreement. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. The **Vendor** agrees that the **Authority** shall have the right to examine any of the **Vendor's** records that are directly related to this Agreement. All such documents shall be made available to the **Authority** for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this Agreement. The **Authority** may, at its option, retain at its expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, "the **Vendor** shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or the County upon request."

If requested, the **Vendor** shall deliver to the **Authority** all background material prepared or obtained by the **Vendor** relating to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the **Vendor** and all, data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

19. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

UNION COUNTY IMPROVEMENT AUTHORITY:

UCIA
Office of the Executive Director
1499 U.S. Highway 1 North
Rahway, New Jersey

VENDOR:

Mary Delaney Krugman Associates Inc.
62 Myrtle Ave
Montclair, NJ 07042

20. GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The **Vendor** irrevocably agrees that, subject to the **Authority's** sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the **Vendor** consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

21. WAIVER

No term or provision hereof shall be deemed waived and no breach excused by the **Authority** unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the **Authority** to, or waiver by the **Authority** of, a breach by the **Vendor**, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

22. ENTIRE AGREEMENT

It is expressly agreed that the terms and conditions of this agreement shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written agreements between the parties.

23. ASSIGNMENT

The **Vendor** is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any of its responsibilities under this Agreement, in whole or in part, to any other person, company or corporation, and this Agreement may not be involuntarily assigned or assigned by operation of law without prior written consent of the **Authority**, which consent shall not be unreasonably withheld. If such a transfer without consent occurs, the **Authority** may refuse to carry out its Agreement with either the Assignor or Assignee, and reserves all rights of action for breach of the Agreement.

The **Authority** reserves the right to assign or transfer the Agreement to any person, office or entity as it deems appropriate.

24. SUBCONTRACTING

Unless otherwise specified in the **Authority's** specifications the subcontracting of any of **Vendor's** responsibilities under this Agreement is not permitted without the expressed written consent of the **Authority**.

25. PRICE CHANGES

All prices shall be firm and not subject to increase during the period of this Agreement.

26. COOPERATION WITH OTHER VENDORS

The **Vendor** shall fully cooperate with other vendors and contractors of the **Authority**, the **Authority's** employees, and/or the employees of others as may be required by circumstances or directed by the **Authority**.

27. LICENSES AND PERMITS

Vendor shall be responsible to apply for and obtain all necessary permits and licenses unless the specifications provide for the **Authority** to obtain such permits and licenses.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

**UNION COUNTY IMPROVEMENT
AUTHORITY**

LISA DaSILVA, Clerk
UCIA

BY: _____
DANIEL P. SULLIVAN
Executive Director

APPROVED AS TO FORM:

DAVID MINCHELLO, ESQ.
UCIA General Counsel

ATTEST:

**MARY DELANEY KRUGMAN
ASSOCIATES INC**

Corporate Secretary / Notary Public

Authorized Signatory

Mary Delaney Krugman
Print Name

President
Print Title

APPENDIX A

December 1, 2018 Proposal of Mary Delaney Krugman Associates Inc.

Proposal for Continuing Historic Preservation Consulting Services

In re

**The NJDEP Approved Project: Union County Sports Complex
Oak Ridge Park, Oak Ridge Road
Clark Township, Union County, New Jersey 07066**

Submitted to

Union County Improvement Authority
1499 US Highway One, North, 3rd Floor
Rahway, New Jersey 07065

Contact: Linda D. Stender, Deputy Director/Project Manager
Em: LStender@ucia-nj.org • Tel: (732) 382-9400 *231

Submitted by

MARY DELANEY KRUGMAN ASSOCIATES, INC.
Historic Preservation Consultants
62 Myrtle Avenue, Montclair, New Jersey 07042

Contact: Mary Delaney Krugman, JD, MSHP, President
Voice (973) 746-2810 • Fax (973) 746-2599
Em: mkrugman@mdka.com

December 1, 2018

TABLE OF CONTENTS

1.0	Overview	3
2.0	Project Information	4
2.1	Description of Property	4
3.0	Technical Proposal	5
3.1	The Project Team	5
3.3	Scope of Work	6
3.4	Tasks	6
3.4	Additional Services	6
3.5	Excluded Services	7
3.6	Products	7
3.7	Project Schedule	7
4.0	Cost Proposal	8
4.1	Fees	8
4.2	Expenses	8
4.3	Additional Services; Rates	8
4.4	Invoices	8
4.5	Payment Schedule	8
4.6	Fee Proposal Duration	8
5.0	Miscellaneous Provisions	9
5.1	Request for Cessation of Work	9
5.2	Limitation of Liability	9
5.3	Indemnification	9
5.4	Extent of Agreement	9
5.5	Governing Law—Forum Selection	10
5.6	Successors and Assigns	10
5.7	Ownership of Documents	10
5.8	Suspension of Services by MDKA	10
5.9	Insurance	10
5.10	Headings	11
Appendix A	12Project Team Qualifications	12
Appendix B	NJDEP Approval and Clarification	13

1.0 OVERVIEW

Oak Ridge Park (the Park) is owned and managed by the County of Union (the County), located on Oak Ridge Road near the intersection Ash Brook Drive, Clark Township, New Jersey. Part of the park is also located in Middlesex County, although not the part of the site now under consideration for this project.

The Park was formerly the “Oak Ridge Golf Course” but this use was abandoned in 2009. The clubhouse for the golf course was the main residence of the former “Homestead Farm at Oak Ridge” (the Farm), a property that was listed on the New Jersey (SR) and National Registers (NR) of Historic Places in 1995. A number of contributing resources (still extant) associated with the farmstead are found within the boundaries of the Park, including a tenant cottage and ruins of a slave settlement. A number of Revolutionary War and Native American artifacts have previously been recovered within the boundaries of the property.

Because the Farm is listed on the New Jersey Register of Historic Places, any “public undertakings” that affect it must be reviewed by the New Jersey Historic Preservation Office (NJHPO), as per the provisions of the New Jersey Register of Historic Places Act (NJRHPA). The County, through the Union County Improvement Authority (UCIA), as owner of the property, was required to submit an “Application for Project Authorization.” The Application was prepared by the Union County Improvement Authority on behalf of the County; the firm of Mary Delaney Krugman Associates, Inc. (MDKA) provided historic preservation consulting services in the preparation of the Application, the presentation of the matter to the New Jersey Historic Sites Council, and ongoing consultation with the NJHPO.

This project was granted approval with conditions by the Assistant Commissioner of the New Jersey Department of Environmental Protection (NJDEP) on December 20, 2017 (the Approval), and was accepted, with clarifications, by the County of Union on February 16, 2018. Some of the conditions imposed require review and approval of certain aspects of the project by the NJHPO, including a Historic Structure Report and a Landscape Plan developed by a certified landscape architect with expertise in historic sites.

Because of the continuing oversight of the NJHPO, the County wishes to continue to retain the ongoing historic preservation consulting services of MDKA as needed for the next stages of the project to ensure that compliance with the conditions relating to historic properties are properly met, and has asked for a proposal from MDKA for those services on an hourly basis. In addition, it has requested an accounting of the additional services rendered by MDKA after the NJDEP’s conditional approval of the project and prior to the County’s acceptance of the conditions, so that additional compensation may be made to MDKA.

2.0 PROJECT INFORMATION

2.1 Description of Property

The property is the site of the “Homestead Farm at Oak Ridge,” which is listed on the New Jersey and National Registers of Historic Places (SR/NR: 1995). The Homestead Farm dates from 1720 – 1740, with alterations of ca. 1800 and ca. 1860. It was a part of a region known as “Ash Swamp,” an open, freshwater marsh area west of the former golf course that was the site of a battle during Revolutionary War, the Battle of Ash Swamp (a/k/a the Battle of Short Hills) in June 1777.¹ The farm was converted to a private golf course in the early 1930s, which was ultimately sold to Union County in 1974.

The former main residence at Homestead Farm (the Homestead²) itself was, with very little alteration, converted to use as a clubhouse during the golf club period. Other outbuildings from the farm period were removed, the land graded for tees, sand traps, and other golf-related features. During Union County’s ownership, several new maintenance and storage buildings had been constructed, and remain extant.

The roughly 90-acre³ site was used as the Oak Ridge Golf Course from ca. 1930 to 2009, when the golf course was closed and the property converted to a public park. The park is managed by Union County. The previous owners sold a power line easement across the property to the Holland Company in 1927, which is now owned by Public Service Electric and Gas (PSEG). A railroad line owned by Conrail forms the western boundary of the property.

The former golf course lands straddle the boundary between the Township of Edison, Middlesex County, and the Township of Clark, in Union County, NJ, with the bulk of the lands situated in Union County. Only the Southernmost corner of the property (along Ashbrook Drive and Oak Ridge Road) is situated in Middlesex County.

After its conversion to use as a public park, the features related to golf were removed, and the land was regraded in some locations for a softer profile.

With the approval of the project for the creation of a multi-sport field and associated facilities by the NJDEP, the County is now continuing with the regulatory compliance, conducting required studies for the Historic Structure Report (HSR), and the construction activities needed to realize the project within the next two years. The project, as of the date of this proposal, has received

¹ William T. Fidurski, Preparer, “Homestead Farm at Oak Ridge,” Nomination to the National Register of Historic Places dated March 22, 1995; listed on the SR and NR in 1995.

² Although “plantation house” was the term used to define the main residence on the Homestead Farm in the NR nomination form (Section 7, 4), this document uses “Homestead” for the former residence, in the interest of simplicity.

³ *The Revised RFP for Architectural/Engineering Services for the Oak Ridge Park Redevelopment Project* (n.d.), Union County Improvement Authority, cites that the tract consists of only 72 acres.

approval for the design of the athletic fields and architectural plans for the fieldhouse. The consultant for the Historic Structure Report on the Homestead, Richard Grubb Associates (RGA), has been retained by the UCIA, and since spring of 2018 has been conducting the investigation and research necessary to prepare the report, which RGA estimates should be complete by early 2019.

Given MDKA's past experience with the project and with the regulatory requirements outlined by the DEP project approval, the UCIA would like to be able to consult with MDKA regarding historic preservation aspects of future stages of the project on an as-needed, hourly basis until the project is complete and the SHPO final approvals have been successfully obtained. The following is MDKA's proposal for that work.

3.0 Technical Proposal

3.1 The Project Team

***Mary Delaney Krugman Associates, Inc. Principal Historic Preservation Specialist
Historic Preservation Consultants***

62 Myrtle Avenue
Montclair, New Jersey 07042
(973) 746-2810 Voice
(973) 746-2599 Fax
mkrugman@mdka.com

3.2 Qualifications of Project Team

MDKA is well qualified to provide historic preservation consulting services to this project, having had extensive experience in historical research and documentation, evaluation of cultural significance, and rehabilitation projects affecting a diverse array of historic resources in the State of New Jersey. MDKA, a woman-owned enterprise (WBE), includes among its projects a large number of historic rehabilitation projects and historic landscapes for which MDKA provided assistance with regulatory compliance related to historic properties and design consultations for compliance with the U.S. Secretary of the Interior's *Standards and Guidelines for the Treatment of Historic Properties* (the *Standards*), the national standard for historic preservation work. The firm has participated in several projects recognized by statewide awards. MDKA also served as consultant to the County and the UCIA during the Application for Project Authorization for this project, and is very familiar with the requirements of the conditions imposed by the NJDEP.

Mary Delaney Krugman, president of MDKA, shall serve as Principal Preservation Specialist to the Project (see Appendix A: Qualifications). Ms. Krugman holds a Master's Degree in Historic Preservation from Columbia University's Graduate School of Architecture, Planning, and Preservation, where she specialized in historical research and documentation. While at Columbia,

she garnered two awards for historical documentation as well as a fellowship grant. Krugman also earned the degree of *Juris Doctor* from the Columbus School of Law, The Catholic University of America, Washington, D. C. She is a member of the bar in both the State of New Jersey and the District of Columbia, although retired from active practice. As a result of her education, professional training, and experience, Ms. Krugman has developed special expertise in architectural history, historical research and documentation, and regulatory compliance with regard to historic resources. Krugman exceeds the National Park Service's Professional Qualifications Standards for Architectural Historian.

3.3 Scope of Work

The scope of work (SOW) for this proposal is provide continuing historic preservation consulting services to the County and the UCIA on an hourly basis with regard to the conditions of the Approval relating to the matters overseen by the NJHPO (see attached Approval letter of December 20 2017 and NJDEP letter of clarification dated February 8, 2018, in Appendix B). MDKA shall provide such services on an ongoing basis as needed at its standard hourly rates.

3.4 Tasks

To accomplish the above Scope of Work, MDKA shall perform a number of tasks, which shall include, but are not limited to, the following activities:

- Assist in the drafting of a SOW, if needed, for the preparation of the Historic Landscape Plan and other landscape tasks identified in the Approval.
- Identify and contact, if needed, qualified landscape architecture firms with appropriate expertise in historic landscapes and experienced in the tasks identified in the Approval.
- Be available as needed, to the historic preservation consultants, and project architects and landscape architects to respond to historic preservation issues related to the project;
- Coordination of the historic architecture and landscape teams with the ongoing work of other project teams operating at the Oak Ridge Park.
- Ongoing consultation, including telephone and correspondence, with Linda Stender, as project manager for UCIA and other members of the project team regarding the ongoing activities related to historic preservation and help to coordinate the other work of the team;
- Ongoing consultation with SHPO as requested by UCIA regarding reviews and approvals required under the Approval letter of February 8, 2018 and supplementary clarifications.
- Attendance at meetings of the UCIA project team, as needed;
- Any other historic preservation consulting services as requested by the UCIA Project Manager.

3.4 Additional Services

If requested, MDKA may be retained for consulting services in addition to those specifically set for in the above Scope, at its standard hourly rates as per the provisions set forth below in Section 4.3 "Compensation – Additional Services."

3.5 Excluded Services

Engineering and/or architectural services are beyond the expertise of MDKA and are specifically excluded from this proposal.

3.6 Products

3.6(a) Basic Products

No MDKA products are anticipated under this agreement, unless specifically requested by the UCIA as "Additional Products."

3.6 (b) Additional Products

UCIA may request additional products from MDKA, which shall be provided to it as additional services at MDKA's standard hourly rates. Reproduction costs for the report and any additional copies of documents developed by MDKA at the sole cost and expense of the UCIA.

3.6(c) Retained Materials

MDKA shall retain for its files any digital files generated as part of the project and one (1) set of any and all project documents, photographs, and/or digital images prepared in the course of the project, the cost of which shall be included in the project expenses.

3.7 Project Schedule

The contract period for the services described herein shall consider to have commenced on December 1, 2018. A duly executed copy of this proposal (a facsimile of same may suffice to begin the contract period as long as it is followed by an original of the signed document) shall be provided MDKA upon acceptance.

The contract period shall extend to the completion of the project or, alternatively, upon full approval of the completed project by the NJ Historic Preservation Office, during which MDKA shall be available for consultation services to the UCIA and to other members of the project team, as needed, with regard to the historic preservation aspects of the project.

4.0 COST PROPOSAL

4.1 Fees

Compensation for the above as-needed professional services shall be calculated at MDKA's standard hourly rates, as set forth below.

4.2 Expenses

In addition to the above fees, MDKA invoices will reflect charges for disbursements directly related to the project, including items such as film and photographic processing (if required), reproduction, postage, and messenger and courier services.

4.3 Additional Services; Standard Hourly Rate

MDKA fees for historic preservation consulting services shall be at its then-current standard hourly rates set forth below, which may change from time to time. Expenses associated with Additional Services shall be calculated at the same rate as those under the original contract.

The MDKA's current standard hourly rates are as follows:

Mary Delaney Krugman, Principal Preservation Specialist	\$	200.00 hour
---	----	-------------

4.4 Invoices

Invoices are prepared on a monthly basis and mailed during the early part of the month following the month in which services are rendered or expenses incurred, unless the activity or expenses relating to this matter in a particular month has been minimal. Invoices shall reflect project personnel, its hourly rate(s), a description of work performed, and a statement of what tasks were performed during the period.

4.5 Payment Schedule

MDKA's invoices shall be due when received and approved by the UCIA, which shall be at the next regularly scheduled meeting of the UCIA Board.

4.6 Fee Proposal Duration

This agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted, including the hourly billing rates, as specified above prior to commencement of services.

The hourly billing rates set forth above shall remain in effect for a period of eight (8) months from the above date. After eight (8) months MDKA shall have the discretion to increase the rates based upon the increase in salary costs of the firm, from the time this Agreement is executed. Once such rate increases have been made, that increase shall stay in effect for a period of at least eight (8) months. Notice of any changes in the billing rates shall be provided in a letter accompanying invoices sent to UCIA.

5.0 MISCELLANEOUS PROVISIONS

5.1 Request for Cessation of Work

UCIA may, at any time, request in writing that work on the project be terminated. At such time UCIA will be billed for all work performed by MDKA up to the time such notification is received at the offices of MDKA.

5.2 Limitation of Liability

UCIA and MDKA recognize and agree that MDKA's liability for any and all claims or actions, regardless of how arising, shall be limited to the total amount of fees and costs provided on this project. UCIA hereby releases MDKA from any liability above such amount. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty. In no event shall MDKA and/or be liable for any incidental, indirect or consequential damages, including commercial loss, or lost profits resulting from any service furnished under this Agreement.

5.3 Indemnification

UCIA shall defend, indemnify, protect, and save harmless MDKA, its servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any negligent act, error, or omission of UCIA, its agents, servants, employees, and subcontractors in the performance of the services of this Agreement, other than MDKA. UCIA shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against MDKA for which indemnification is provided under this paragraph, UCIA shall, at its expense, satisfy and discharge same.

5.4 Extent of Agreement

This agreement represents the entire and integrated agreement for the services contained herein for the Project between UCIA and MDKA and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both UCIA and MDKA. If any part or parts of this Agreement are found not to be legally unenforceable under a particular circumstance, then that portion shall be deleted for such circumstance and all other parts remain in effect.

5.5 Governing Law—Forum Selection

The laws of the State of New Jersey shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of the State of New Jersey.

5.6 Successors and Assigns

UCIA and MDKA bind themselves, their successors, legal representatives, agents, and assigns to each other to this agreement. Neither UCIA nor MDKA shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

5.7 Ownership of Documents

Except as otherwise noted, all preliminary reports, computer files, field data, notes and other documents and instruments prepared by MDKA pursuant to this Agreement (“Documents”) other than documents otherwise in the public domain are and remain the property of MDKA. The documents are not intended or represented to be suitable for reuse by UCIA or others on extensions of this project or on any other project. Any reuse of the documents without the written approval by MDKA will be at UCIA’s sole risk and without liability or legal exposure to MDKA. UCIA shall indemnify, defend and hold harmless MDKA from and against any claims, damages or losses, including attorneys’ fees and costs, arising out of or resulting therefrom.

5.8 Suspension of Services by MDKA

If UCIA fails to make payments when due or otherwise is in breach of this Agreement, MDKA may suspend its performance five (5) days from the date of providing notice to the UCIA. MDKA shall have no liability whatsoever to UCIA for any costs or damages as a result of such suspension. Following suspension of services for failure to make payment, work on the project shall only be resumed when all invoices have been brought fully to date, including all charges for late payment (including interest), and the retainer, if such retainer was used as partial payment against outstanding invoices, has been replaced.

5.9 Insurance

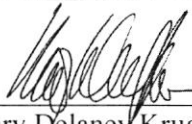
MDKA represents that it holds a Commercial General Liability Coverage insurance policy with an aggregate limit of \$2,000,000 and a Worker’s Compensation insurance policy as required by law, both currently in full force and effect.

5.10 Headings

Headings are set forth for the convenience of the parties only, and are not part of this Agreement.

This Agreement is duly signed and executed by the parties this _____ day of _____, 20____
by:

MARY DELANEY KRUGMAN ASSOCIATES, INC.

By:  _____
Mary Delaney Krugman, President

Date: January 9, 2019

ACCEPTED:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

Date: _____

Title: _____

Appendix A

Project Team Qualifications

MARY DELANEY KRUGMAN

62 Myrtle Avenue
Montclair, NJ 07042

(973) 746-2810 Voice • (866) 755-8505 Fax • mkrugman@mdka.com

EDUCATION

Columbia University, The Graduate School of Architecture, Planning, and Preservation, N.Y., N.Y.

Degree Awarded: Master of Science in Historic Preservation (1995).
Grants: Kinne Research Grant (1994).
Awards: Citation of Recognition, Clio and James Marston Fitch Prize Committee (1994);
Faculty Award for Outstanding Thesis, History Sector (1995).

The Columbus School of Law, The Catholic University of America, Washington, D. C.

Degree Awarded: Juris Doctor (1974).

The George Washington University, Washington, D.C.

Degree Awarded: Bachelor of Arts (1970).
Major: Political Science.

Elmira College, Elmira, N.Y. (1966 - 1968).

Honors: Honors Program; Dean's List; Regents Scholarship.
Elected: Class President; Representative, Judicial and Legislative Boards.

AWARDS

2009 Grand Prize Award, Civil/Site Construction, For Excellence in Concrete Design and Construction for Sally's Pond Dam Rehabilitation [Ringwood State Park], Ringwood, NJ. *Team Member; Historic Preservation Specialist*. Presented by the Eastern Pennsylvania & Delaware Chapter, American Concrete Institute (2010).

Outstanding Comprehensive Master Plan Award, City of Hoboken, NJ, Master Plan. *Team member; author of Historic Preservation Element*. Award presented to Team Leader, Phillips Preiss Shapiro Associates, Inc., by the NJ Chapter of the American Planning Association (2004).

2002 NJ Historic Preservation Award from the NJ Historic Sites Council and NJ Department of Environmental Protection for documentation in "Rehabilitation of Bi-County Bridges Nos. A0601 and A0605," presented May 2002.

Honorable Mention, 39th Annual NJ Concrete Awards, to project team for "Rehabilitation of Sally's Pond Dam (2000-2001), Ringwood Manor State Park, Ringwood, NJ," presented May 2002.

Special Citation of Recognition, Clio and James Marston Fitch Prize Committee, Preservation Alumni, Inc., for work in historical documentation: *From Horse to Horsepower: Automobile Row and the Rise of General Motors (1900 - 1926)*. Paper. Columbia University, Graduate School of Architecture, Planning, and Preservation (1993), presented October 1994.

Outstanding Thesis Award, History Sector, presented by the faculty of the Historic Preservation Program, Columbia University, Graduate School of Architecture, Planning, and Preservation, for thesis entitled *From Main Street to Mall: The Evolution of the American Branch Department Store* (1995), presented May 1995.

MEMBERSHIPS / AFFILIATIONS

Member of the Bar, NJ (1975 – present); District of Columbia (1974 - present). Retired.
NJ State Bar Association: Land Use Section
Society of Architectural Historians
Vernacular Architecture Forum
Association for Preservation Technology International
ASTM International (formerly The American Society for Testing and Materials)
International Council on Monuments and Sites/US Chapter (US/ICOMOS)
Society for Industrial Archeology; SIA-Roebling Chapter (NY-NJ)
National Trust for Historic Preservation, NTHP Forum
Preservation Alumni, Inc. (Columbia University, GSAPP); PA Mentoring Program
Preservation New Jersey, Inc.
Montclair (NJ) Historical Society

Positions Held:

Board of Directors, Association for Preservation Technology International, *member* (2000 - 2003); Chair, Outreach and Partnerships Committee (2001 - 2003).
 Executive Committee of Preservation Industry Network, a Task Force of the Association for Preservation Technology International, *Member* (1997 - 2001).
 Preservation Committee, NJ League of Historical Societies, *Member* (1997-1999).
 Board of Trustees, Advocates for NJ History, *member* (1997-1999).
 Board of Trustees and Executive Committee, Montclair Historical Society, Montclair, NJ, *Member* (1992 - 1998); *Chair*, Preservation Committee (1994 - 1996); *Member*, "Evergreens" Committee (1994-2001).
 Township of Montclair, NJ, Historic Preservation Commission, (1994-1998). *Chair*.

EMPLOYMENT

Mary Delaney Krugman Associates, Inc., Montclair, NJ. *President*. Historic preservation consulting firm (1995 -1996; 1997 - present). Website: <http://www.mdka.com>; Professional Blog: *Ribbons and Lines* <http://ribbonsandlines.blogspot.com> (2010 - present).

Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security. *Senior Historic Preservation Specialist*. DR-4086-NJ. Public Assistance Program; Mitigation Assessment Team (MAT) (2012 - 2013).

URS Corporation/NISTAC. *Technical Assistance Contractor-Historic Preservation, Southwest Louisiana Region* for Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security, DR 1607-Hurricane Rita, ESF-14 (Long Term Community Recovery) and Public Assistance Program (2006).

Heritage Marketplace, Inc., Montclair, NJ. *President*. Publisher of the Internet magazine *Trovare*[®], an advertising website for available older and historic properties (1998 - 2001).

Preservation New Jersey, Inc., Perth Amboy, NJ. *Executive Director*. NJ's statewide non-profit historic preservation organization (1996 - 1997).

Krugman, Chapnick & Grimshaw, Saddle Brook, NJ. *Attorney*. Multi-office international and domestic corporate practice (1974-1980).

RECENT PROJECTS

Residential Buildings:

27 Heck Avenue, Ocean Grove, NJ (new construction). Expert testimony before the Ocean Grove Historic Preservation Commission regarding an application for new development within the Ocean Grove historic district (2017).

8 Allen Avenue, Allenhurst, NJ (new construction). Expert testimony in an application for a C/A for proposed residence before the Allenhurst Historic Preservation Commission (2015).

33 Big Woods Road, Spencertown, NJ (ca. 1840). Project manager and historic preservation specialist for redesign of site drainage management systems around this timber frame farmhouse and building systems upgrades (2014 - present).

115 West Avenue, Ocean City, NJ (ca. 1885). Historian, historic preservation specialist, and project manager for retrofitting of a wood frame former camp meeting cottage to be flood-proof, following flood damage by Super Storm Sandy (2012 - 2014).

Preservation Surveys, Planning Studies, and Community Development:

Post-Sandy Consultant to Preservation New Jersey, Inc., including organizing a Workshop Series on Coastal and Urban Resiliency, a resiliency "Toolkit," and assistance with interested party consultation under the National Historic Preservation Act, Section 106, for the statewide historic preservation organization, using a grant from the New Jersey Historic Trust (2014-15).

Frank Sinatra Drive, Hoboken New Jersey: Visioning and Conceptual Design Plan - Preliminary Cultural Resource Study. Study to support a redevelopment plan for the Frank Sinatra Drive for the City of Hoboken, NJ and Kimley-Horn and Associates, Inc. (2014).

Parks and Landscapes:

Oak Ridge Park, Clark, NJ, formerly The Homestead at Oak Ridge (1720 – 1930). Consultant to Union County on an Application for Project Authorization under the NJ Register of Historic Places Act for the construction of a new sports complex on the grounds of the former golf course and earlier farm (2017-2018).

Paterson Urban Park, Paterson, NJ: Master Plan. Cultural resource team member with Field Operations, the New York City landscape and architectural design firm, winner of national competition for development of a Master Plan for a NJ State Park on the site of the Great Falls National Historic Landmark Site (2006-2008).

Goffle Brook County Park (c. 1930), Hawthorne, NJ. Preparation of a successful nomination of this Passaic County Park to the NJ and National Registers of Historic Places on behalf of the Please Save Our Parkland Committee, Hawthorne, NJ (2002).

Nominations to the National Register of Historic Places

Stanhope United Methodist Church (1920), Netcong, NJ. Preparation of a Preservation Plan and National Register nomination for the church building on behalf of the congregation, partially funded by a grant from the Morris County [NJ] Historic Preservation Trust (2011-2012).

Interstate Hosiery Mills, Inc. – Bloomfield NJ Plant (1923; addition 1924). Preparer of successful National Register nomination for manufacturing facility as part of an adaptive use project that garnered federal historic rehabilitation tax credits on behalf of developer Mosaic Realty Partners, LLC (2009).

United Synagogue of Hoboken, former Star of Israel Synagogue (1915), Hoboken, NJ. Preparation of a successful National Register nomination for the United Synagogue of Hoboken funded by a grant from the Garden State Preservation Trust, NJ (2008).

Institutional Buildings (Houses of Worship, Libraries, Museums, etc.):

St. Bridget's R. C. Church (ca. 1887), Jersey City, NJ. Consultant to developer in the conversion/adaptive use of a church building for use as multi-unit residential (in progress).

Bellevue Avenue Branch Library (1914), Montclair, NJ. Consultant to the Montclair Free Public Library in connection with the state and local regulatory reviews related proposed 2016 rehabilitation work (2016).

Former James Library, now Museum of Early Trades and Crafts (1900), Madison, NJ. Team historian for Preservation Plan, on behalf of the Museum, partially funded by a grant from the Morris County [NJ] Historic Preservation Trust (2011-2012).

St. Bridget's Parish Buildings (1887 – 1923), Jersey City, NJ. Preservation consultant to developer for preparation of Application for Certification for federal rehabilitation tax credits, Parts 1 – 3 (2011 - present).

Stanhope United Methodist Church (1920), Netcong, NJ. Preparation of a Preservation Plan and National Register nomination for the church building on behalf of the congregation, partially funded by a grant from the Morris County [NJ] Historic Preservation Trust (2011-2012).

Preservation Ordinances, Master Plan Preservation Elements

Township of Montclair, NJ, Historic Preservation Ordinance, enacted June 1994. *Co-author.*

Township of Montclair, NJ, Historic Preservation Element of Master Plan, adopted May 1993. *Co-author.*

TESTIMONY

193 Palisade Avenue, Jersey City, NJ (ca 1875). Expert testimony before the Jersey City Zoning Board of Adjustment regarding the historic integrity of this former residence and the appropriateness of the rehabilitation and plans for an addition, as per the SOI *Standards and Guidelines* (in progress).

27 Heck Avenue (new construction), Ocean Grove, Neptune Twp, NJ. Expert testimony on the potential effects of reinstatement of a historic driveway on the Ocean Grove Historic District, before the Neptune Twp. Zoning Board of Adjustment (2017).

Doris Duke Homestead (1893), Duke Farms, Hillsborough, NJ. Expert testimony on behalf of objectors in application by the Duke Farms Foundation to demolish the Duke Family Homestead at Duke Farms (2015).

8 Allen Avenue, Allenhurst, NJ (new construction). Expert testimony on behalf of applicant regarding proposed design of a new residence to be built within the Allenhurst Residential Historic District (2015).

Former Convent, St. Aloysius R. C. Church, Jersey City, NJ. Design consultations and expert testimony before the Jersey City Zoning Board of Adjustment regarding the rehabilitation and adaptive use of this former convent to market rate housing (2015).

89 Stewart Road, Short Hills Park Historic District, Twp. of Millburn, Essex County, NJ. Expert testimony on behalf of objector in hearing on Application for C/A before the Millburn Historic Preservation Commission in opposition to the demolition of a contributing building and proposed new construction (single family house) (2014).

120 Franklin Avenue, Ocean Grove, Neptune Twp., NJ. Expert testimony before the Ocean Grove Historic Preservation Commission regarding the demolition of a 1920 bungalow on behalf of the owner.

Harsimus Cove Embankment (1875; 1901). Expert testimony on behalf of the Embankment Preservation Coalition before the Jersey City Zoning Board of Adjustment on appeal from the Historic Preservation Commission decision (2011).

Lake Solitude Dam, High Bridge, NJ. Expert testimony in NJ Superior Court on behalf of Borough of High Bridge in condemnation valuation of historic dam (2006).

Expert testimony on behalf of appellant before the Glen Ridge Planning Board on appeal from Historic Preservation Commission decision (2005).

160 Sussex Street (ca 1866), Jersey City, NJ. Expert testimony before the Jersey City Historic Preservation Commission on preservation issues in an application for new development in the Paulus Hook Historic District (2004).

Expert testimony regarding historic preservation issues in re the Application of the Montclair Community Church before the Montclair Zoning Board of Adjustment for use variance and site plan approval on behalf of neighborhood residents (2001).

Expert testimony in re the Application of Kramer Communities, LLC, for use variance for property located at 61-63 North Mountain Avenue, Montclair, NJ, before the Montclair Zoning Board of Adjustment on behalf of opponents (2000).

Testimony before the NJ Legislature's Joint Committee on the Environment, Trenton, NJ, on proposed legislation creating "Garden State Preservation Trust" and proposed allocation of bond funds (1999).

Testimony before the Montclair Township Planning Board in support of application for site plan approval on behalf of developer, New Street redevelopment project, Montclair NJ (1999).

Testimony before the NJ Senate Judiciary Committee on proposed legislation: "NJ Religious Freedom Act" (S. 321) and its potential effects on local land use regulation on behalf of Advocates for NJ History (1998).

Expert testimony in *Laurel Construction Management, Inc. vs. Zoning Board of Adjustment, Twp. of Lawrence, NJ and the Twp. of Lawrence, NJ* (US Dist. Ct, Dist. of NJ) in support of Developer-Plaintiff re proposed adaptive use of a 19th Century residence (1998).

Appendix B

**NJDEP Letter of Conditional Approval
dated December 20, 2017
And clarification dated February 8, 2018**



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
www.ucimprovementauthority.org
(732) 382-9400 (732) 382-5862 fax

February 16, 2018

ELECTRONIC AND OVERNIGHT DELIVERY

The State of New Jersey Historic Preservation Office
Attn: Katherine J. Marcupol, Administrator
501 East State Street
Mail Code: 501-04B, P.O. Box 420
Plaza Building 5, 4th Floor
Trenton, New Jersey 08625-0420
Kate.Marcupol@dep.nj.gov

Re: Oak Ridge Park, Clark Township, Union County, NJ – Application For Project
Authorization Approval, Dated December 20, 2017
HPO-L2017-142 PROD
HPO Project # 17-2128-4
Acceptance of Approval, Dated December 20, 2017 as Clarified by the Clarification Dated
February 8, 2018.

Dear Administrator Marcupol:

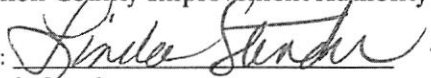
Please be advised that we are in receipt of Assistant Commissioner Boornazian's letter, dated February 8, 2018, (the "Clarification") clarifying condition No. 8 of the Assistant Commissioner's approval of the above referenced project, dated December 20, 2017 (the "Approval"). A copy of the Clarification and the Approval are attached hereto as **Exhibit A**.

Please be further advised that the Union County Improvement Authority accepts the Approval as clarified by the Clarification.

Thank you for your assistance with this matter.

Very truly yours

Union County Improvement Authority

By: 
Linda Stender,
Deputy Executive Director
Union County Improvement Authority

cc: Daniel Sullivan, Executive Director, UCIA
Ryan J. Scerbo, Esq. (DeCotiis)
Mary Krugman (MDK)
Union County Freeholders
Union County Manager
Union County Counsel



HPO-L2017-142 PROD
HPO Project # 17-2128-4

State of New Jersey

MAIL CODE 501-04B

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES

Office of the Assistant Commissioner

Mail Code 501-03A

P.O. Box 420

Trenton, NJ 08625-0420

TEL. (609) 292-3541 FAX (609) 984-0836

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

December 20, 2017

Linda D. Stender, Deputy Director/Project Manager
Union County Improvement Authority
1499 US Highway One, North, 3rd Floor
Rahway, NJ 07065

RE: Union County, Clark Township
Construction of Multi-Sport Athletic Fields & Related Facilities at Oak Ridge Park
Homestead Farm at Oak Ridge (NJ Register listed September 8, 1995)
Application for Project Authorization
New Jersey Register of Historic Places Act

Dear Ms. Stender:

I am writing regarding your request for authorization for the above referenced project. The construction of the multi-sport athletic fields and related facilities at Oak Ridge Park is located within the boundaries of the Homestead Farm at Oak Ridge. In accordance with the New Jersey Register of Historic Places Act, the Historic Preservation Office (HPO) presented the application to the New Jersey Historic Sites Council (HSC) at its December 15, 2017 meeting. The HSC, after reviewing the submitted Application, hearing the project presentation given by representatives of the Union County Improvement Authority, and listening to public comments received at the meeting and submitted by letter and e-mail, voted to adopt Resolution 2017-393 which recommends that the undertaking, as proposed, be denied.

I have carefully reviewed the record in light of my obligation to consider: (1) the public benefit of the proposed project; (2) whether there are feasible and prudent alternatives to the preferred alternative; and (3) whether sufficient measures could be taken to avoid, reduce, or mitigate impacts to the New Jersey Register listed Homestead Farm at Oak Ridge. In order for me to authorize the application, I must be satisfied the criteria has been met. Based on my review, and the reasons set forth below, I believe these criteria have been met.

The Union County Improvement Authority (UCIA) established that alternative locations have been sought; however because of the environmental and use constraints with other County parks, as well as the fact that most of the parks within the Union County Park System are designed by the Olmsted Brothers, the County has chosen Oak Ridge Park for the proposed project. As presented in your application, based on the Standards and Guidelines of the National Recreation and Park Association (NRPA) for Public Recreation and Open Space, Oak Ridge is currently underutilized. The proposed location of the multi-sport athletic field is on an area of property that was formerly a golf course. The New Jersey Register nomination notes that the period of significance for the property is 1720-1929 and the golf course is a noncontributing element of the historic property. In addition, based on primary documentation, the location of the Battle of Short Hills was south of the Homestead. The proposed

project is located northeast of the Homestead. Archeological investigations of the project site did not identify significant archeological remains in the project area. The image of the five-mile view as presented by public comment is from the back of the house to the Short Hills. The proposed project area will not impede that view shed.

Based on my review of the information provided, the UCIA has demonstrated that the public benefit of the construction of multi-sport athletic fields and related facilities at Oak Ridge Park would provide additional recreation opportunity to the surrounding community and create a National Collegiate Athletic Association (NCAA) standard facility for the Union County College. The UCIA has established why other County parks, with existing track facilities such as Rahway River Park, Meisel Avenue Park, and Warinanco Park cannot meet the NCAA standards, by explaining that all 3 of these parks serve high school sports, which have different field dimensions that is required for collegiate sports.

In accordance with N.J.S.A. 13:1B-15.131 and its implementing rules, specifically N.J.A.C. 7:4-7.2(e)(9)ii, I hereby authorize the project with the following conditions :

1. The UCIA shall work with a roofer with experience in historic properties to properly address the ventilation needs in the roof of the Homestead within six months of the UCIA's acceptance of these conditions. Plans for the roof repairs shall be sent to the HPO for review and approval.
2. The UCIA shall fund a Historic Structure's Report (HSR) for the Homestead, to be done by a team of professionals who meet the relevant National Park Service's professional qualification for Historic Preservation Specialist. The HSR shall meet the guidelines for HSRs provided by the New Jersey Historic Trust and available on their publications page of their website. All future rehabilitation efforts shall be done in accordance with the U.S. Secretary of the Interior's *Standards and Guidelines for Rehabilitation* (the *Standards*). The HSR and a plan for the rehabilitation of the historic Homestead shall be submitted to the HPO under a separate application for project authorization for review and approval within one year of the UCIA's acceptance of these conditions. The UCIA shall ensure the HPO approved rehabilitation plan is implemented within two years of HPO approval. The Homestead shall be occupied by spring of 2020.
3. The UCIA shall engage a qualified licensed landscape architect, who specializes in historic landscapes, to prepare a Landscape Plan for Homestead Park that is historically appropriate. UCIA and the landscape architect, shall work with an archaeological consultant to evaluate the archaeological impacts of the landscape plan. The Landscape Plan, as well as the qualifications of the landscape architect generating the plan, shall be submitted to the HPO for review and approval, prior to implementation, within two years of UCIA's acceptance of these conditions. At a minimum, the Landscape Plan shall include the following provisions:
 - a. Landscaping immediately adjacent to the Homestead shall be planted as part of the rehabilitation of the Homestead. Trees shall be used in this area to further screen the new multi-sport athletic fields. Modern concrete block pavers shall be removed around the perimeter of the historic Homestead. These areas shall be restored with lawn and shrubs.
 - b. Landscape buffers in the following areas:
 - i. The existing plantings in the area between the entry and the exit road to the parking lot for the Track and Field Area shall be saved and enhanced with the addition of native evergreen trees, deciduous shade trees, and ornamental trees. Every effort shall be made to install shade trees wherever possible and

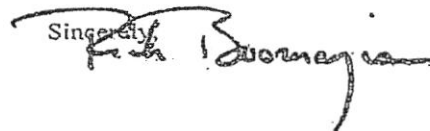
appropriate. The proposed plant material shall be similar to those plants found in the County's Ash Brook Swamp. As appropriate, trees such as Red Maple, Sweetgum, American Holly, Red Cedar, Pin Oak, White Oak, White Pine, Winterberry Holly shall be planted in this buffer. The landscape buffer shall help to screen the parking lot, not only from those travelling along Oak Ridge Road, but also to serve as a screen for the residential area located along Oak Ridge Road.

- ii. Additional trees shall be installed on all the islands located within the parking lot to provide shade and additional screening.
 - iii. The existing landscape buffers behind the proposed bleachers will be supplemented. This shall include planting of evergreen and deciduous trees. This shall not only provide additional buffering of the sports field, but shall also offset any trees that would need to be removed to install the Track and Field area.
 - iv. The area immediately surrounding the multipurpose building shall be landscaped not only to soften the hard edges of the building, but also to beautify this highly visible area for park users. A landscape buffer shall include the area around the multipurpose building and the buffer shall then continue and extend along Oak Ridge Road with the purpose of screening the high jump area/shot put areas from Oak Ridge Road. This buffer shall consist of native evergreen and deciduous trees where appropriate.
- c. Shade trees and lawn shall be installed to help restore areas where non-contributing buildings are removed.
- d. The multipurpose building shall be incorporated into the landscape with appropriate plantings. Plantings shall provide a visual hierarchy and shall be used to highlight the Homestead and reduce the visual importance of the multipurpose building.
- e. Existing trees in good condition shall be maintained and those in poor condition shall be removed. Additional trees shall be strategically planted as appropriate to enhance views towards the Great Lawn. The UCIA shall make every effort to remove only the existing trees that would be in conflict with the proposed construction. New native evergreen, deciduous shade, and ornamental trees shall be planted wherever appropriate to balance the loss of trees due to the construction of the sports facilities.
- f. Dead tree removal shall be completed northwest of the Homestead building to open up the vista and evoke the landscape character of a livestock pasture prevalent in the Homestead's past. Tree planting shall emphasize the vista to the north and northwest of the Homestead building. Dead tree removal and the pruning of dead branches shall be undertaken on the mature trees in this area.
- g. The UCIA shall complete a tree inventory of the 12 acres and any additional areas of the historic property that will be disturbed during construction of the sports facility.
4. The UCIA shall implement the landscape plan once it has been reviewed and approved by the HPO.

5. The UCIA shall continue to maintain the open lawn area and existing pathways, and shall repair and/or reroute any walkways displaced by the new facilities where necessary so as to reconnect the walkway system around the park after the completion of the sports facilities.
6. The UCIA shall remove two non-contributing storage buildings west of the Homestead. During the removal of the two non-contributing storage buildings, the pavement shall be removed to the north and east of the buildings. The pavement to the west of the restroom building shall remain and shall only be removed to the line of the walkway north of the Homestead meeting the line of the edge of asphalt from the parking lot. Lawn and shrubs shall be installed to the area. The UCIA shall submit a demolition plan to the HPO for review and approval, prior to project implementation.
7. All outstanding details for the project, such as the color of the track, number, location, color, height and details of the proposed lights, and the details of the fencing and. multipurpose building shall be reviewed and approved by the HPO prior to project implementation.
8. The UCIA shall pursue funding to draft a nomination and list the Union County Park System on the New Jersey and National Registers of Historic Places within two years of agreeing to these conditions.

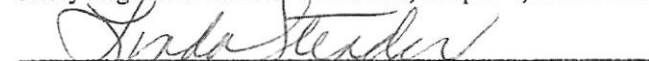
Please note that, in accordance with N.J.A.C. 7:4-7.2(e)9ii(1), you must respond in writing to the conditions within 60 days of the issuance of this letter. If you agree to the conditions specified above, please sign the bottom of this letter in the space provided and return it to the HPO. Signature at the bottom of the letter will constitute formal acceptance of the conditions of project authorization. If you disagree or fail to respond to the requirements set forth within 60 days, I must, by regulation, deny your application.

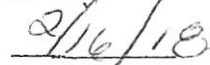
If you have any questions, please contact Meghan MacWilliams Baraita of the HPO staff at (609) 292-1253 with any questions regarding this review. Thank you for your cooperation.

Sincerely,


Rich Boornazian
Assistant Commissioner for
Natural and Historic Resources

By signing this letter, the UCIA accepts the conditions of authorization outlined above, in accordance with New Jersey Register of Historic Places Act, Chapter 4, laws of 1970 and N.J.A.C.* 7:4-7.2(e)9ii(1)


For the UCIA



The Union County Improvement Authority accepts conditions 1-7 of this Approval, and Condition 8, as it has been clarified by the clarification issued by the Assistant Commission, dated February 8, 2018 attached hereto.

Attachment

Cc: Mary Delaney Krugman, Mary Delaney Krugman Associates
Clark Historical Society
Union County Historical Society Office
Metuchen Edison Historical Society
Union County Office of Cultural & Heritage Affairs

NEW JERSEY HISTORIC SITES COUNCIL
RESOLUTION # HSC-2017-393

NAME OF PROPERTY ON STATE REGISTER OF HISTORIC PLACES:	Homestead Farm at Oak Ridge
COUNTY:	Union
MUNICIPALITY:	Clark Township
DATE REGISTERED	September 8, 1995
APPLICANT:	Union County Improvement Authority

WHEREAS, the New Jersey Historic Sites Council, created pursuant to N.J.S.A. 13:1B-15.108 et. Seq., is authorized by N.J.S.A. 13:1B-15.131 to offer advice and recommendations concerning encroachments upon properties listed in the New Jersey Register of Historic Places to the Commissioner of the Department of Environmental Protection; and

WHEREAS, the jurisdiction of the Department of Environmental Protection/Historic Sites Council under the New Jersey Register of Historic Places Act, N.J.S.A. 13:1B-15.131, and its attendant regulation, N.J.A.C. 7:4, concerns the consideration of actions with effects, both direct and indirect, on New Jersey Register of Historic Places listed properties; and

WHEREAS, the Union County Improvement Authority (UCIA) has requested authorization to construct a multi-sport athletic field, multipurpose building, and parking area within the boundaries of Homestead Farm at Oak Ridge, a property listed on the New Jersey Register of Historic Places; and

WHEREAS, the New Jersey Historic Sites Council conducted open public meetings on December 15, 2017 pursuant to the requirements of the "Open Public Meetings Act," N.S.S.A.10:4-6 et seq.; and

WHEREAS, the New Jersey Historic Sites Council, based on the evidence presented at the public meeting, made the following findings of fact:

1. According to the New Jersey and National Registers of Historic Places nomination, Homestead Farm at Oak Ridge encompasses 208 acres, delineated by its colonial boundaries. It continuously functioned as a farmstead from the early 1700s until 1929. During most of the 19th-century, Homestead Farm was the home of Hugh Hartshorne Bowne, a local political figure, judge, state legislator, and founding member of the New Jersey Republican Party. Bowne occupied the main house of the farmstead, which today is the sole surviving building from the farmstead. The main house combines a fine Federal style main block with a colonial period west wing, and an Italianate east wing and front and rear porches. The house was originally constructed between 1720-1740 with alternations completed during the 19th-century. The historic property is the last large tract of land in Union County reminiscent of an

18th- and 19th-century farmstead. The property is significant under Criterion A for its military associations during the Revolutionary War. Evidence strongly suggests that this house was the site of an inflammatory incident in December 1776, in which its owner, William Smith, was shot and his daughter sexually assaulted by a Hessian officer and his party who were en route from Hackensack to New Brunswick. This incident was described both in a newspaper account and in a broadside, that helped fuel American hostility to the British occupiers of New Jersey. Almost seven months later, on June 26, 1777, the "battle of Ash Swamp" (or Battle of the Short Hills as it is also known) took place. Early fighting of the battle is documented to have taken place on the southern edge of the Homestead Farm. The successful defense of this neighborhood by approximately 2,500 outnumbered Continental troops and militia, under the command of Lord Stirling, in the face of 11,000 British troops, safeguarded the main body of the Continental Army from encirclement and capture at Quibbletown (now New Market in Middlesex County), and caused British General Howe to quit his New Jersey campaign against Washington. The British within days strategically withdrew from New Jersey and turned attention to the capture of Philadelphia, which took place less than three months later. The property is also significant under Criterion B for its association with Hugh Hartshorne Bowne in the areas of politics and law, as well as Criterion C for its architecture, both for its unusually high quality of construction in the pre-Revolutionary west wing, and for the high quality of the Federal style treatment of the main block. The Italianate porches are also notable for their size and good state of preservation. The period of significance for Homestead Farm at Oak Ridge is 1720-1929.

2. Homestead Farm at Oak Ridge resides in both the Township of Edison, in Middlesex County and the Township of Clark in Union County. The proposed project is located in Union County.
3. 163 acres of the 208-acre property were converted to a private golf course in the early 1930s. During this transition, the land was regraded to golf use and farm outbuildings were removed. The main house (referred to here and in the application as "the Homestead") was converted for use as the golf course clubhouse. Limited alterations were made to the Homestead to accommodate its new use. The property was known as Oak Ridge Golf Course from 1930 to 2009.
4. Union County purchased the golf course in 1974. During Union County's ownership, several maintenance and storage buildings were constructed. These buildings are present on the property today.
5. The golf course closed in 2009. After closing, the 208 acres were converted to a public park. To accommodate use as a public park, golf features were removed and areas of the land were regraded. Specifics regarding the location and extent of regrading associated with the removal of the golf course were not available for review by the Council.

6. Testimony was given at the meeting by a member of the public that Union County has not maintained the historic property to the point where the Homestead building continues to deteriorate. In addition, a county line stone marker denoting the boundary between Essex and Middlesex Counties, that predates 1857 when Union County broke away from Essex County, previously existed within the property, but has subsequently been removed. Testimony was given by the applicant that the Homestead building is not currently heated. Testimony was also given at the meeting by a member of the public that the current condition of the Homestead building is especially egregious given that Union County levies a 1% tax to fund open space, recreation, and historic preservation within the county, with approximately \$10M available annually.
7. Based on Union County's *2010 Parks, Recreation & Open Space Master Plan*, the County has evaluated the amount of open space available in all County Parks by municipality using the Standards and Guidelines of the National Recreation and Park Association (NRPA) for Public Recreation, Park and Open Space. Based on these studies, the County has determined that Oak Ridge Park is underutilized. The park is only used by local bike riders and walkers, and those who use the archery range, or come to summer events and concerts. Oak Ridge Park is in a section of Union County that has no other recreational facility nearby other than the adjoining golf course at Ashbrook. Union County anticipates that the addition of a recreational facility at this location will provide alternative recreational opportunities that are more accessible to residents in this area of the County.
8. Within Oak Ridge Park, the Union County Improvement Authority (UCIA) is proposing to construct a new multi-sport athletic field. The sports facility is intended for use by Union County residents and Union County College (UCC). Based on correspondence between Mary Krugman, project consultant, and Meghan Baratta, of HPO staff on December 7 2017, Union County is pursuing the creation of this sports facility to enable students at UCC to compete on a regional conference level and to consolidate their facilities, which are currently spread out among many Union County parks. The proposed facility includes a 400 meter, 8-lane track, 20-foot-tall press box and bleachers, a 3,000-square foot multipurpose building, soccer and lacrosse fields and a parking area for 145 cars and 4 buses and light stanchions. The distance between the Union County College campus and the proposed multi-sport athletic fields is 5.7 miles. No information about a parking study was submitted with the application. Based upon public comment, Union County College in the past has proposed putting an athletic field on the Union County College campus.
9. The UCIA considered the following criteria to evaluate and select the location within the historic site and park. This assessment resulted in the selection of the northeast sector of property.
 - Maintain distance from the Homestead and create a buffer between it and the sports fields and related facilities.

- Avoid the natural open lawn area behind the Homestead, which is frequently used for summer events and concerts.
 - Avoid perimeter wetlands and flood lines, walkways, etc.
 - Maintain as much open space and trees as is possible.
 - Connection with the town pool, existing parking, and the driveway to the main road.
10. The proposed sports facility is proposed to be located on the northeast sector of Oak Ridge Park, along Oak Ridge Road. Entry to and exit from the parking area will be via two one-way driveways connecting to Oak Ridge Road.
 11. Since the 1930s, this location has consisted primarily of golf greens delineated by minimal vegetation, rather than forested lands. As a result, this project will require minimum tree removal. In addition, as proposed, the project is located entirely outside of any wetland, wetland transition, flood hazard, or stream corridor areas. As a result, the project is not anticipated to have any significant impact upon sensitive environmental features, nor will it require a Freshwater Wetlands permit from the NJ Department of Environmental Protection's Division of Land Use Regulation.
 12. When completed, the entire project will involve approximately 7.4% of the Park itself, 7.2 acres of this 208-acre Park of which only approximately 97 acres are developable, due to environmental constraints, leaving the remainder of the parkland open for passive recreation and open space.
 13. A Phase I archaeological survey was undertaken for the proposed Union County Multi-Sport Athletic Fields. The Phase I archaeological survey was carried out by Hunter Research, Inc. in November of 2017. The report made the following findings and conclusions:
 - The Phase I archaeological survey was undertaken to establish the presence or absence of archaeological resources within the project's area of potential effect (APE) and to offer a preliminary evaluation of the significance of any identified subsurface remains. The primary concern was for the presence of pre-contact archaeological remains or historic-period deposits relating to the 300-year long occupation of the Homestead Farm.
 - The APE is defined as all areas of proposed ground disturbance associated with the proposed multi-sport athletic fields.
 - Phase I archaeological survey included background research, field reconnaissance, and the excavation of 236 shovel test pits (STPs) within the APE.

- Eight STPs yielded eight prehistoric artifacts: six pieces of debitage (three flakes and three shatter fragments), a hammerstone and a fragment of a Late Woodland-period (circa A.D. 1000 to 1600) triangular projectile point. None of these tests were located adjacent to one another. Supplemental radial testing of each of these tests produced only one additional shovel test with prehistoric material around Shovel Test 152. Other than the projectile point fragment, no tools or chronologically diagnostic artifacts were identified.
 - No evidence was found for pre-contact subsurface features, such as pits or hearths, which might indicate semi-sedentary activity such as camping or food processing anywhere within the project site.
 - Testing in the project area also yielded 42 historic artifacts spread across a large area of the property. Most of the objects retained were non-diagnostic brick and glass fragments. A small selection of ceramic vessel sherds was retained and displayed a varied range of production from the late-18th century to mid-20th century. No military artifacts or other relevant material that might relate to Revolutionary War activity or the nearby Short Hills battlefield was identified or recovered.
 - No evidence was found for historic-period subsurface features within the APE.
 - Given the low-density distribution of the recovered artifacts, the report concludes that the pre-contact artifacts identified represent informal and locally expedient working of stone and it is unlikely that further excavation will yield substantial new information about Native American settlement or subsistence.
 - Based on the results of the subsurface testing, the report recommends that the construction of the multi-sport athletic fields at Oak Ridge Park has no potential to impact archaeological resources.
14. The construction of this project is being partially funded by the County of Union's Capital Budget (\$5.7 M), Union County College and County of Union Shared Services Agreement (\$2.0 M), New Jersey DEP's Green Acres Grant funds to the County of Union (\$2.25 M, \$1.5 M of which will be invested in the Homestead).
15. The UCIA looked at other parks and potential locations in Union County prior to selecting the proposed location. While Union County is the owner of extensive parkland, a significant percentage of it is wetlands located along the Elizabeth, Passaic or Rahway Rivers, and is therefore undevelopable. Because of the size of Oak Ridge Park, the proposed sports facility will have a relatively small footprint on overall site, compared with the higher level of impact on other Union County parks. Most of Union County Parks were designed by the Olmsted Brothers. The landscape at Oak Ridge Park is not designed by a historically significant landscape architect.

16. The *Secretary of the Interior's Standards for the Treatment of Historic Properties Standards for Rehabilitation* are the appropriate Standards to use in the evaluation of this undertaking, specifically Standard 9 which states: New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property.
17. The desire to compete in regional collegiate conferences warrants the UCC's facilities to meet certain standards such as a red track with white stripping so that runners can easily see their lanes and a press box to enable officials to see the track from above and film the performance of the athletes. The four-foot black fencing around the facility is proposed to remain. The County has committed to working with the HPO on a design for the fencing.
18. Based on correspondence between Mary Krugman, project consultant and Meghan Baratta, of HPO staff on December 11, 2017, that the proposed lights are necessary because UCC students are mainly available to use the proposed fields in the evening. However, the application did not include details regarding the proposed lighting. The HPO asked the following questions about the proposed lighting:
 - How many light stanchions are proposed?
 - How tall are the proposed lights?
 - Can the lights be powder coated black?
 - Where exactly will the lights be located?
 - What time will the lights be turned off?

Ms. Krugman noted that UCIA is willing to work with the HPO to minimize the impacts of the lighting on the historic resource while meeting their project goals. Therefore, UCIA plans to consult with the HPO further to develop the details and number of lights.

19. The construction of the Union County Multi-Sport Athletic Fields at Oak Ridge Park does not meet Standard 9. The new construction will physically and visually impact the historic site because of its location in an area of the listed resource that has retained integrity of the historic setting; most notably the historic viewshed from the rear of the Homestead.
20. Based on correspondence between Mary Krugman, project consultant and Meghan Baratta, of HPO staff on December 11, 2017, UCIA will revise the design to minimize effects on the Homestead with the following details:

- The lacrosse and soccer goal nets will be removed after each game.
 - The bleachers have been reduced in size from 1200 seats to 800 seats and have been relocated to be closer to the road and further away from the Homestead. The bleachers are currently designed to be 11 feet tall, with a press box addition making the total height to the top of the press box 20 feet tall.
 - The multipurpose building will be oriented so that the gable end faces the Homestead and the long end faces the street.
 - The material of the multipurpose building will be compatible to the Homestead building. The originally proposed height of the multipurpose building of 28'7" will be reduced.
 - The County is proposing a 10-foot cut and fill in the landscape so that the new facility is at a lower grade than the Homestead. Extra fill will be used to add a berm and gradual to further shield the view of the new facility from the Homestead. Vegetation is proposed on top of the berm.
21. The Homestead has been vacant since the golf course closed in 2009. The County rehabilitated the exterior of the building in 2011. This rehabilitation project included a new cedar shake roof and exterior paint. Unfortunately, according to the Condition Assessment Report prepared by Jablonski Building Conservation on September 25, 2017, when the cedar shake roof was replaced in-kind "all forms of ventilation were removed, which resulted in the rise of the interior humidity levels in the house and caused the finishes to fail." The exterior was not properly prepped prior to painting and therefore the exterior paint job is failing and needs to be redone properly. The interior was not renovated in 2011, and is in currently in very poor condition due to the improper roof replacement and lack of occupancy. As there is no use planned for the Homestead at present, the building will remain vacant and will likely suffer further deterioration without further action.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Council recommends that the Commissioner deny the construction of the Union County Multi-Sport Athletic Fields at Oak Ridge Park for the following reasons:

1. We were not convinced that the encroachment to the historic property could be sufficiently mitigated to lessen the impact of the proposed multi-sport athletic fields on the historic Homestead Farm property.
2. The application did not include the following information:

- Location alternatives analysis
 - i. An analysis that includes a robust examination of alternative locations outside of this property that Union County has proven do not meet the project requirements to justify placement at Homestead Farm.
- Traffic analysis
 - i. An analysis that examines how the newly proposed facility will impact the traffic in and around the surrounding community.
- Nighttime light analysis
 - i. An analysis that examines the impact of the proposed lighting on the surrounding properties.
- Parking analysis
 - i. An analysis that examines what the parking needs are for the proposed multi-sport athletic fields, details how these needs were determined, and examines how proposed parking fits within the framework of the analysis and the existing parking on site.
- Cultural landscape analysis
 - i. An analysis that overlays historic use with current use so that there is a clearer understanding of the chronology of the landscape, including the use of the property as a golf course.
- Architectural compatibility analysis
 - i. An analysis that examines the compatibility of the newly proposed structures with the existing structures on the property.

We believe that even if this information was submitted to the Council, that these studies would not provide evidence to design mitigation that would sufficiently offset the overarching impacts detailed in these analyses and presented with the application.

3. We were not convinced that this was the only location where this project could be situated because testimony was given by the public that alternate locations were proposed for this facility.
4. Homestead Farm at Oak Ridge is significant under Criterion A for its military associations during the Revolutionary War, Criterion B for its association with Hugh Hartshorne Bowne in the areas of politics and law, and Criterion C for its architecture, with fine elements of Federal and Italianate style. Established as a

colonial plantation more than two hundred and fifty years ago, Homestead Farm at Oak Ridge was already two centuries old when it became Oak Ridge Golf Club in the early 1930s. To this day, the former scenic course still retains its original eighteenth-century colonial boundaries. Founded in the early 1700s by descendants of John Smith of Barnstable, Massachusetts, one of the original founders of Woodbridge Township, the more than two hundred acres that comprise this site served as the home for six generations of prestigious Quaker lineage that includes the Smith, Hartshorne, Bowne, and Robinson families. During the American Revolution, Homestead Farm at Oak Ridge was witness to two events that greatly contributed to the British retreat from New Jersey during the campaign of 1777. One pivotal instance of Hessian atrocity took place around the time the British marched from Hackensack to New Brunswick in early December of 1776. Arriving at Homestead Farm, a Hessian officer attempted to "ravish" Isabel Smith in what is now the colonial wing of the existing Homestead building. Hearing his daughter's cries, Quaker farmer William Smith rushed into the house and killed the Hessian on the spot, but was subsequently badly wounded by two musket balls from the officer's party, as they rushed to his aid. Several broadsides and newspapers reported details of the attack on the Smith family. It was reports like these that helped turn the tide of public sentiment against the British at that point in the American Revolution. Later, in June of 1777, in an attempt to lure General Washington and the American forces out of their stronghold in the Watchung Mountains, British forces under General Howe feigned a retreat to Staten Island eventually leading to the engagement known as the Battle of Short Hills. On June 26, 1777, British and American forces clashed in and around Ash Swamp, with 2,500 American soldiers holding off the greatly outnumbering 11,000 British troops. Patriot blood was spilled at Homestead Farm that day. With the British unable to complete their objective of luring Washington out of the mountains and crushing the American force, the British completely abandoned New Jersey, setting their sights on Philadelphia.

In the nineteenth century, Homestead Farm at Oak Ridge served as the lifelong home of Judge Hugh Hartshorne Bowne, a prominent New Jersey statesman, who served as Justice of the Peace, Judge of Common Pleas, Clark Township Mayor and Committeeman, member of the New Jersey Assembly, and delegate of the Southern Reconstruction Convention at Philadelphia in 1866. As a founder of the Republican Party in Essex and Union counties, Bowne was a delegate to the first Republican National Convention of 1856 that nominated Fremont and the second Republican National Convention in 1869, at which Bowne nominated Abraham Lincoln to the presidency of the United States. At the end of the nineteenth-century, the influence of the Bowne-Robinson family was considerable and resulted in the construction of a large Victorian railway station at the rear of the property. Built by the Roselle and South Plainfield Railway Company and known as Ashbrook Station, it was demolished in 1947.

Given the significance outlined above, we believe that the location, setting, feeling, and association will be significantly affected to a level that cannot be offset by mitigation.

5. While Homestead Farm at Oak Ridge has evolved over the last two hundred and fifty years—from plantation to golf course to passive park—evolved landscapes are just as important as designed landscapes.

MOVED BY: Marilou Ehrler

SECONDED BY: William Sanders

IN FAVOR: 5

AGAINST: 0

ABSTAIN: 0

The Council's recommendation and Advice are forwarded to the Commissioner of the Department of Environmental Protection. The Commissioner makes a final determination.

Exhibit A



HPO B 2018- 044 PROD
17-2128-5

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL & HISTORIC RESOURCES
HISTORIC PRESERVATION OFFICE
MAIL CODE 501-04B
P.O. BOX 420
TRENTON, NJ 08625-0420
TEL: # 609-984-0176 FAX: # 609-984-0578

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. MCCABE
Acting Commissioner

February 8, 2018

Ms. Linda Stender
Deputy Executive Director
Union County Improvement Authority
1499 US Highway One, North, 3rd Floor
Rahway 07065
Via e-mail

Re: Union County Multi-Sport Athletic Fields at Oak Ridge Park
Clark Township, Union County
Request for clarification of HPO L 2017-142 PROD

Dear Ms. Stender,

I am writing regarding your January 31, 2018 letter requesting clarification of condition 8 in my conditional authorization letter dated December 20, 2017 (HPO L2017-142 PROD). Condition 8 in HPO L 2017-142 PROD is:

8. The Union County Improvement Authority (UCIA) shall pursue funding to draft a nomination and list the Union County Park System on the New Jersey and National Registers of Historic Places within two years of agreeing to these conditions.

As discussed between you and Katherine Marcopul and Meghan Baratta, of my staff, UCIA is not the owner of the Union County Park System but is responsible for the conditions in the authorization letter HPO L 2017-142 PROD. I have reviewed your letter and agree that condition 8 needs clarification to reflect the Department's intent. Instead of completely removing the condition for the authorization as you requested, I am clarifying condition 8 with the below language:

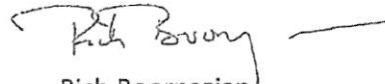
8. The UCIA is strongly encouraged to pursue funding to draft a nomination for the Union County Park System on the New Jersey and National Registers of Historic Places within two years of agreeing to these conditions.

You have made it clear that the UCIA does not have control over the Union County Park System, and therefore have no control over pursuing listing of the County Park System if the County is not in support of listing this resource of the New Jersey and National Registers of Historic Places. I hope that the UCIA and the Union County Park System see the benefit in listing the park system on the New Jersey and National Register of Historic Places for funding opportunities for future rehabilitation work to the various parks.

Please note that, in accordance with N.J.A.C. 7:4-7.2 (e) 9 ii (1), you must respond in writing to the conditions of authorization, which are clarified above, within 60 days of the date of the December 20, 2017 letter. Due to the short amount of time to meet this regulated deadline, the HPO will accept e-mailed correspondence. If you disagree or fail to respond to the requirements set forth within 60 days of the December 20, 2017 conditional authorization letter, I must, by regulation, deny your application.

Please contact Meghan MacWilliams Baratta, of my staff at (609) 292-1253, or Meghan.Baratta@dep.nj.gov with any questions regarding this review. Thank you for your cooperation.

Sincerely,



Rich Boornazian
Assistant Commissioner
For Natural and Historic
Resources

Cc: Daniel Sullivan, Executive Director, UCIA, via e-mail
Ryan J. Scerbo, Esq., via e-mail
Mary Delaney Krugman, Mary Delaney Krugman Associates, via e-mail
Clark Historical Society
Union County Historical Society Office
Metuchen Edison Historical Society
Union County Office of Cultural & Heritage Affairs
Preservation New Jersey
New Jersey Historic Trust
Crossroads of the American Revolution

KJM/MMB