

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

A 1

AT A MEETING HELD ON: FEB 15 2017

INTRODUCED BY: _____
SECONDED BY: R. Roman

James J. Sarina

CITY OF HOBOKEN
CITY CLERK RESOLUTION NO. _____

RESOLUTION AUTHORIZING A NO-COST AMENDMENT TO THE CONTRACT WITH T&M ASSOCIATES FOR THE CITY WAYFINDING AND FIRST STREET REVITALIZATION PROJECT TO EXTEND THE CONTRACT TO JUNE 1, 2017 AND INCORPORATE THE MANDATORY CONTRACT LANGUAGE CONTAINED IN THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY ("NJEDA") ADMINISTRATIVE MANUAL

WHEREAS, on November 16, 2015, the City awarded a professional service contract to T&M Associates ("T&M") for engineering services related to the City Wayfinding and First Street Revitalization Project in the amount of \$72,000.00; and,

WHEREAS, on July 6, 2016, the City increased the contract by \$15,000.00 for a total contract amount of \$87,000.00 and extended the term of the contract to February 17, 2017; and,

WHEREAS, on January 4, 2017, the City pre-qualified T&M as a pool licensed engineer for the City of Hoboken for the 2017 calendar year; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-15(9), the duration of a contract for construction services, "including the retention of the services of any architect or engineer in connection therewith" may be "for the time... necessary for the completion of the actual construction;" and,

WHEREAS, the Administration recommends amending the contract to incorporate the attached exhibits and mandatory contract language that is contained in the New Jersey Economic Development Authority ("NJEDA") Administrative Manual; and,

WHEREAS, the Administration also recommends extending the term of the contract to June 1, 2017 in accordance with N.J.S.A. 40A:11-15(9); and,

WHEREAS, the Mayor or her designee is authorized to sign the attached "Amendment to Agreement for City Wayfinding and 1st Street Streetscape Revitalization Project."

NOW, THEREFORE, BE IT RESOLVED, that the Mayor or her designee is authorized to sign the attached "Amendment to Agreement for City Wayfinding and 1st Street Streetscape Revitalization Project"; and,

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, subject to the following conditions:

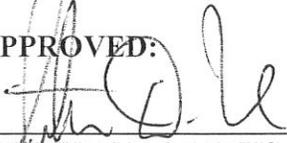
1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The mayor, or her designee, is hereby authorized to execute an agreement as outlined herein with:

T&M Associates
 11 Tindall Road
 Middletown, New Jersey 07748

Meeting date: February 15, 2017

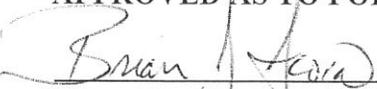
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham				
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALQIA, ESQ.
CORPORATION COUNSEL

73

INTRODUCED BY: [Signature]
SECONDED BY: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AMENDING THE PROFESSIONAL SERVICE
CONTRACT TO T&M ASSOCIATES FOR FIRST STREET
STREETSCAPE AND CITY WAYFINDING CONTRACT
ADMINISTRATION IN AN AMOUNT NOT TO EXCEED
\$15,000.00, FOR A TOTAL CONTRACT AMOUNT OF
\$87,000.00 FOR A ONE YEAR TERM TO COMMENCE
FEBRUARY 18, 2016 AND EXPIRE FEBRUARY 17, 2017**

WHEREAS, the City of Hoboken published its annual CY2016 RFP for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that T&M Associates qualified as a pool engineer to provide the City with the most effective and efficient Civil Engineering services for the 2015 and 2016 calendar year, and, furthermore, awarded T&M Associates the professional service contract for construction administration of the City Wayfinding and First Street Streetscape project in 2015, which it now seeks to amend in 2016; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to amend the contract to T&M Associates for the City Wayfinding and First Street Streetscape Construction Administration for an increase in the total contract amount by Fifteen Thousand Dollars (\$15,000.00), for a total contract amount of \$87,000.00, with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017; and,

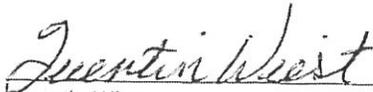
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the contract with the below listed vendor is amended for the City Wayfinding and First Street Streetscape Construction for an increase in the total contract amount by Fifteen Thousand Dollars (\$15,000.00), for a total contract amount of \$87,000.00, with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017, as follows:

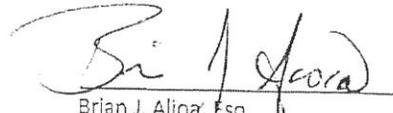
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP, the original contract (with all backup), and T&M's June 20, 2016 proposal, attached hereto, shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services.

Meeting Date: July 6, 2016

APPROVED:

APPROVED AS TO FORM:


Quentin Wiest
Business Administrator


Brian J. Alio, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			/
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR FIRST STREET STREETScape AND CITY WAYFINDING CONTRACT ADMINISTRATION IN AN AMOUNT NOT TO EXCEED \$15,000.00, FOR A TOTAL CONTRACT AMOUNT OF \$87,000.00 FOR A ONE YEAR TERM TO COMMENCE FEBRUARY 18, 2016 AND EXPIRE FEBRUARY 17, 2017

AMOUNT TO BE CERTIFIED:

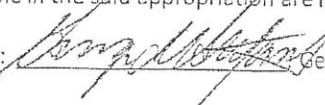
\$15,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-714-220

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$15,000.00 is available in the following line: C-04-60-714-220 of the CY2016 capital budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 capital budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 06 2015


CITY CLERK

July 5, 2016
10:38 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-220 2299 \$1.8M Road Improvement Soft Cost	Encumbrance	CFD Cert for meeting 07/06/16 T & M	15,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	15,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	15,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	15,000.00
Total:	1	15,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	15,000.00		

Batch: GDS Updated Entries: 1 Updated Amount: 15,000.00 Ref Num: 4226



YOUR GOALS. OUR MISSION.

HOBK-00061

June 20, 2016

VIA REGULAR MAIL AND EMAIL: smarks@hobokenni.gov

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

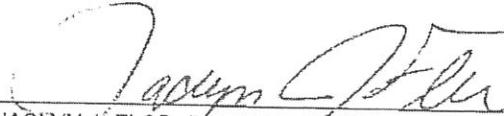
Re: Request for Additional Fee
Construction Administration and Inspection Services
Citywide Wayfinding and First Street Streetscape Revitalization
City of Hoboken

Dear Mr. Marks:

On November 16, 2015 the Council of the City of Hoboken awarded T&M a CA&I contract for the above referenced project for a total contract fee of \$72,000.00. The approved fee was based upon the construction bid documents that set forth a performance period of 120 calendar days from the Notice to Award for the completion of the work. Due to unknown underground conflicts, plan changes and additional work, the contractor could not complete the project within the specified timeframe allotted. As a result of the aforementioned items, the contractor will be granted an extension of time to complete the project. Additionally, T&M is respectfully requesting an additional fee in the amount of \$15,000 to continue part-time CA&I services due to the extended duration of the project.

Should you have any questions or desire additional information, please give me a call.

Very truly yours,
T&M ASSOCIATES



JACLYN J. FLOR, P.E., P.P., CME
CONSULTING ENGINEER

JJF:it

H:\HOBK\00061\Correspondence\Marks T&M Additional Fee Request 6-20-16.doc

**AMENDMENT TO AGREEMENT
FOR CITY WAYFINDING AND 1ST STREET STREETSCAPE
REVITALIZATION PROJECT**

THIS AMENDMENT (*hereinafter referred to as the "Amendment"*) is made to the agreement dated 04/23/2013 (*the "Agreement"*) between the **City of Hoboken** (*the "MUNICIPALITY"*) having an address at 94 Washington St., Hoboken, NJ 07030 and **T&M Associates** (*the "CONSULTANT"*), having an address at 11 Tindall Road, Middletown, NJ 07748. The MUNICIPALITY and CONSULTANT may be referred to in this Amendment individually as a "Party" or collectively as the "Parties".

WHEREAS, the Agreement pertains to the CONSULTANT's professional services for the City Wayfinding and 1st Street Streetscape Revitalization Project;

WHEREAS, the Parties desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein and in the Agreement and pursuant to all federal, state, and local laws and ordinances, the Parties agree to amend this Agreement as follows:

1. **The term of the Agreement shall be extended to 06/01/2017.**
2. **The Exhibits and Mandatory Contract Language required by the NJEDA CDBG-DR Administrative Manual, which is attached hereto as Appendix A, is hereby incorporated and made a part of the Agreement.**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment as of the date and year last written below.

CITY OF HOBOKEN

T&M ASSOCIATES

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Witness:

CDBG-DR Contract Requirements

Per the NJEDA- CDBG-DR Administrative Manual, the below enumerated Contract Exhibits and Mandatory Contract Language is hereby attached to and made a part of the contract between Professional Service Vendor or Construction Contractor and Owner/Sub-Recipient.

1. Contract Exhibits

A. **Professional Service Contracts** shall include all applicable exhibits included in Appendix 5; State of NJ Standard Terms and Conditions (Exhibit 5-1), CDBG General Conditions, as applicable (Exhibit 5-3), Voluntary Compliance Agreement and Conciliation Agreement (Exhibit 5-4), and CDBG Compliance Provisions for Professional Services Contracts (Exhibit 5-5).

B. **Construction Contracts** shall include all applicable exhibits included in Appendix 5; State of New Jersey Standard Terms and Conditions (Exhibit 5-1), CDBG Compliance Provisions for Construction Contracts (Exhibit 5-2), CDBG General Conditions, as applicable (Exhibit 5-3), and Voluntary Compliance Agreement and Conciliation Agreement (Exhibit 5-4).

2. Mandatory Contract Language (for Professional Service and Construction Contracts)

“Sub recipient and/or borrower agrees to use its best efforts to afford small businesses, minority business enterprises, women’s business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.”

And:

“The contractor must demonstrate to the NJEDA’s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJEDA’s contract with the contractor. Payment may be withheld from a contractor’s contract for failure to comply with these provisions.

Evidence of a “good faith effort” includes, but is not limited to:

- A. *The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;*

CDBG-DR Contract Requirements

- B. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;*
- C. The Contractor shall actively solicit and shall provide the NJEDA with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and*
- D. The Contractor shall provide evidence of efforts described at B. above to the NJEDA no less frequently than once every 12 months.*
- E. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.”*

January 7, 2016

Date of Executed Contract

Initials
Owner/Subrecipient

Initials
Prof. Svcs. Vendor/
Construction Contractor

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON: FEB 15 2017

A2

James J. Sarena

CITY CLERK

CITY OF HOBOKEN

RESOLUTION NO.: _____

SPONSORED BY: _____

SECONDED BY: _____

OF
R. Vanna

RESOLUTION AWARDING TWO CHANGE ORDERS, WHICH TOTAL \$6,782.37, TO THE CITY'S CONTRACT WITH DEE-EN ELECTRICAL CONTRACTING, INC. FOR THE EMERGENCY GENERATOR PROJECT FOR A NEW TOTAL CONTRACT AMOUNT OF \$1,203,550.95

WHEREAS, the City Council of the City of Hoboken awarded a contract to DEE-EN Electrical Contracting, Inc. for electrical services for the Emergency Generator Project by way of resolution dated March 18, 2015 in the amount of \$1,042,600.00; and,

WHEREAS, the City received the attached change order requests from construction manager EI Associates regarding two change orders to the contract with DEE-EN Electrical Contracting Inc.; and,

WHEREAS, the City Council is being asked to award Change Order #23 to this contract, in the amount of \$1,813.58 for work removing the existing automatic transfer switch and emergency conduit and cable and rewiring the existing emergency panel at police headquarters; and,

WHEREAS, the City Council is being asked to award Change Order #24 to this contract, in the amount of \$4,968.79 for working resetting the height of the previously installed electrical conduit and fittings due to the fact that the height of the roof surface has been raised, which was an unanticipated condition; and,

WHEREAS, the total amount of the two change orders is \$6,782.37; and,

WHEREAS, the new total contract amount, including previous change orders, is \$1,203,550.95, which is an increase in the total contract amount by 15.5%.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that Change Order #23 shall be awarded as delineated above in the amount of \$1,813.58; Change Order #24 shall be awarded as delineated above in the amount of \$4,968.79; and,

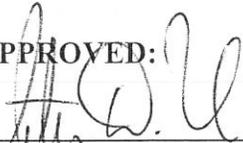
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.

4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: February 15, 2017

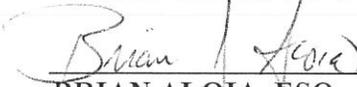
Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla	/			
Michael DeFusco	/			
Peter Cunningham	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:



 STEPHEN D. MARKS
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



 BRIAN ALOIA, ESQ.
 CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING TWO CHANGE ORDERS, WHICH TOTAL \$6,782.37, TO THE CITY'S CONTRACT WITH DEE-EN ELECTRICAL CONTRACTING, INC. FOR THE EMERGENCY GENERATOR PROJECT FOR A NEW TOTAL CONTRACT AMOUNT OF \$1,203,550.95

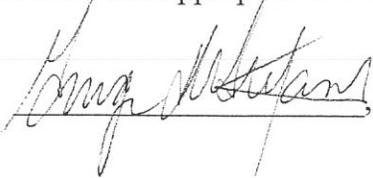
AMOUNT TO BE CERTIFIED:

\$6,782.37

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$6,782.37 is available in the following appropriation: C-04-60-713-310 and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

Batch Id: GDS Batch Date: 02/15/17 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-713-310 Z-248 BACKUP GENERATORS	Encumbrance	CFO Cert for meeting 02/15/17 Dee-En	6,782.37	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	6,782.37
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	6,782.37

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	6,782.37
Total:	1	6,782.37

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	6,782.37

Batch: GDS Updated Entries: 1 Updated Amount: 6,782.37 Ref Num: 4691

MASTER CHANGE ORDER LOG

Project: Emergency Generator Installation for the City of Hoboken, NJ
 Contractor: DEE-EN Electrical Contracting, Inc.
 A/E: RSC Architects for 124 Grand St. (EI Associates for 6 Generator Sites)

Project No.: EG7452.02
 Contract No.:
 Base Contract Amount: \$1,042,600.00

Project Manager: Frank Brancato (201) 921-2306

Master CO #	6 - Gen CO #	Change Type	Requested By	Date Submitted	Date Approved	Approved By	Status	Description	Time Ext. (# Days)	CO \$ Amount	Cum CO \$ Amount	Cum Contract \$ Amount
									365		0.00	\$1,042,600.00
CO 1		Unforeseen	DEE-EN	9/16/15	9/16/15	COH-Resolution	APPROVED	Removal of unforeseen underground conc. 124 Grand St.	7	3,925.68	3,925.68	1,046,525.68
CO 2		Unforeseen	DEE-EN	9/16/15	9/16/15	COH-Resolution	APPROVED	Removal of unforeseen underground footing 124 Grand St.	7	2,240.15	6,165.83	1,048,765.83
CO 3		Requested	COH	9/8/15	11/16/15	COH-Resolution	APPROVED	Modify kitchen electric panel feeder at 124 Grand St.	3	1,283.71	7,449.54	1,050,049.54
CO 3a		Unforeseen	DEE-EN	9/8/15	11/16/15	COH-Resolution	APPROVED	Credit towards CO 3 = \$2,666.66			7,449.54	1,050,049.54
CO 4	GEN-01	Unforeseen	DEE-EN	9/14/15	11/16/15	COH-Resolution	APPROVED	Relocate exist. electric service equipment at 201 Jefferson St.	30	22,721.33	30,170.87	1,072,770.87
CO 5	GEN-02	Field Condition	DEE-EN	9/29/15	11/16/15	COH-Resolution	APPROVED	Add sub panel w/100 Amp feed & relocate 17 ccts at 707 Clinton	4	5,748.76	35,919.63	1,078,519.63
CO 6	GEN-03	Add Work	DEE-EN	11/6/15	1/20/16	COH-Resolution	APPROVED	Add work to install misc. receptacles & lights at various sites	6	8,173.23	44,092.86	1,086,692.86
CO 7	GEN-04	Add Work	DEE-EN	11/12/15			DENIED	Misc. removals & build new patio and low wall at 707 Clinton St.	7	0.00	44,092.86	1,086,692.86
CO 8	GEN-05	Field Condition	DEE-EN	11/19/15	1/20/16	COH-Resolution	APPROVED	Relocate new electric equip. to adjacent wall at 1313 Washington	4	6,495.83	50,588.69	1,093,188.69
CO 9	GEN-06	Unforeseen	DEE-EN	11/30/15	1/20/16	COH-Resolution	APPROVED	Underground interferences encountered at 201 Jefferson St.	12	5,456.33	56,045.02	1,098,645.02
CO 10		Field Condition	DEE-EN	12/21/15	1/20/16	COH-Resolution	APPROVED	New 150 Amp electric feeder for Child Day Care at 124 Grand Street	2	4,775.88	60,820.90	1,103,420.90
CO 11		Field Condition	DEE-EN	1/6/16	1/20/16	COH-Resolution	APPROVED	Remove & replace faulty elevator disconnect at 124 Grand Street	1	1,273.65	62,094.55	1,104,694.55
CO 12		Field Condition	DEE-EN	1/6/16	1/20/16	COH-Resolution	APPROVED	Remove & replace 2nd floor electric panel at 124 Grand Street	2	2,771.62	64,866.17	1,107,466.17
CO 13		Field Condition	DEE-EN	1/6/16	1/20/16	COH-Resolution	APPROVED	Remove & replace 2nd floor electric panel & contactor at 124 Grand St.	3	4,005.05	68,871.22	1,111,471.22
CO 14	GEN-07	Field Condition	DEE-EN	3/10/16	4/6/16	COH-Resolution	APPROVED	Relocate new electric service to 1st floor at 106 Hudson St	30	21,436.47	90,307.69	1,132,907.69
CO 15	GEN-08	Field Condition	DEE-EN	4/12/16	5/18/16	COH-Resolution	APPROVED	Steel platform and conc footing modifications at 501 Observer Highway	60	21,412.28	111,719.97	1,154,319.97
CO 16	GEN-09	Add Work	DEE-EN	4/28/16	5/18/16	COH-Resolution	APPROVED	Install steel floor plates on generator platforms at 201, 501 and 707	2	2,543.47	114,263.44	1,156,863.44
CO 17	GEN-10	Add Work	DEE-EN	5/6/16	9/21/16	COH-Resolution	APPROVED	Lost time at Hoboken PD due to restricted access to work site.	7	4,687.40	118,950.84	1,161,550.84
CO 18	GEN-11	Add Work	DEE-EN	9/2/16	9/21/16	COH-Resolution	APPROVED	Gas equipment BTU survey at all sites	2	1,910.28	120,861.12	1,163,461.12
CO 19	GEN-12	Add Work	DEE-EN	9/20/16	9/21/16	COH-Resolution	APPROVED	Sunday (Premium Time) work for final electric cut-over at 106 Hudson St	1	5,261.08	126,122.20	1,168,722.20
CO 20	GEN-13	Add Work	DEE-EN	9/15/16	9/21/16	COH-Resolution	APPROVED	Repairs to basement steps at 201 Jefferson St. required by PSE&G	1	1,812.79	127,934.99	1,170,534.99
CO 21	GEN-14	Add Work	DEE-EN	9/15/16	9/21/16	COH-Resolution	APPROVED	Install additional gas piping due to new PSE&G meter at 106 Hudson St	2	5,160.49	133,095.48	1,175,695.48
CO 22	GEN-15	Add Work	DEE-EN	9/15/16	9/21/16	COH-Resolution	APPROVED	Install additional regulators on gas service at all sites per PSE&G req.	10	21,073.10	154,168.58	1,196,768.58

CHANGE ORDER

Construction Manager (CM) – Adviser Edition

Initiation Date: January 30, 2017

CM Project Number: 15117

Change Order Number: 24 (GEN-17)

Project Title: Installation of 6 Emergency Generators
Various Municipal Sites, Hoboken, NJ

Owner: [X]
Construction Manager: [X]
A/E: [X]
Contractor: [X]
Other: []

Owner: City of Hoboken
94 Washington Street
Hoboken, NJ

To Contractor: DEE-EN Electrical Contracting, Inc.
3013 Tremley Point Road
Linden, NJ 07036

Contract Number: EG7524.1

Contract For: Electrical Work

Original Contract Date: March 18, 2015

The Contract is changed as follows:

See attached Change Order Proposal #24 (GEN-17) prepared by DEE-EN Electrical Contracting, Inc. dated January 30, 2017

The original contract amount was:	\$ 1,042,600.00
Net change by previously approved/pending change orders:	\$ 133,095.48
The contract sum prior to this change order was:	\$ 1,198,582.16
The contract sum will be increased by this change order in the amount of:	\$ 4,968.79
The new contract amount, including this change order will be:	<u>\$1,203,550.95</u>

This change order will increased the contract time by approximately 3-days

Construction Manager:

EI ASSOCIATES
C/O F. Brancato Associates, LLC
1341 Hamburg Turnpike, Suite 2-6
Wayne, NJ 07470

 2/6/17

By (Signature): _____ Date: _____
Type Name: Frank P. Brancato

Owner:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Approved by (Signature): _____ Date: _____
Type Name: Quentin Wiest

Contractor:

DEE-EN Electrical Contracting, Inc
3013 Tremely Point Road
Linden, NJ 07036

By (Signature): _____ Date: _____
Type Name: Dominick Livia

Note:

The work under this change order shall be performed under the same conditions as specified in the original contract, unless otherwise noted.

DEE-EN
ELECTRICAL CONTRACTING INC

3014 TREMLEY POINT ROAD
LINDEN, NEW JERSEY 07036
P: (908) 862-8189 F: (908) 862-8171
EMAIL: DNELECTRIC13@GMAIL.COM

City of Hoboken
801 Clinton St
Additional Work due to New Roof Installation
Remove and Reconnect Electric Line and Gas Line
From Roof Top Generator

1/30/17
C/O # 24 (Gen -17)

Labor:

2 - Days	Electrician - 14 Hrs -	\$ 101.48	\$ 1,420.72
2 - Days	PipeFitter - 14 Hrs -	\$ 97.90	\$ 1,370.60

Subtotal Labor: \$ 2,791.32

The Height of the Roof Surface has been Raised which requires
Resetting the Height of the Previously Installed Electrical Conduit and Fittings
This was an unperceived Situation

Additional Material:

1 - 3"x8" Threaded Nipple	\$ 23.95
2 - 2"x8" Threaded Nipple	\$ 24.70
2 - 3" Threaded Couplings	\$ 36.00
4 - 2" Threaded Couplings	\$ 24.00

Additional Labor:

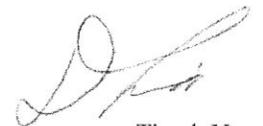
1 - Day - 2 Men (Electrician) - 14 Hrs	\$ 1,420.72
--	-------------

Subtotal Additional Labor and Material \$ 1,529.37

Total Labor & Material Cost:	\$ 4,320.69
15% Profit & Overhead:	\$ 648.10

Total C/O Amount: \$ 4,968.79

*Due to C/O, contract to be extended by 3 days.



Thank You,
Dominick Livia

CHANGE ORDER

Construction Manager (CM) – Adviser Edition

Initiation Date: January 25, 2017

CM Project Number: 15117

Change Order Number: 23 (GEN-16)

Project Title: Installation of 6 Emergency Generators
Various Municipal Sites, Hoboken, NJ

Owner: [X]
Construction Manager: [X]
A/E: [X]
Contractor: [X]
Other: []

Owner: City of Hoboken
94 Washington Street
Hoboken, NJ

To Contractor: DEE-EN Electrical Contracting, Inc.
3013 Tremley Point Road
Linden, NJ 07036

Contract Number: EG7524.1

Contract For: Electrical Work

Original Contract Date: March 18, 2015

The Contract is changed as follows:

See attached Change Order Proposal #23 (GEN-16) prepared by DEE-EN Electrical Contracting, Inc. dated January 25, 2017

The original contract amount was:	\$ 1,042,600.00
Net change by previously approved/pending change orders:	\$ 133,095.48
The contract sum prior to this change order was:	\$ 1,196,768.58
The contract sum will be increased by this change order in the amount of:	\$ 1,813.58
The new contract amount, including this change order will be:	<u>\$1,198,582.16</u>

This change order will increased the contract time by approximately 1-day

Construction Manager:

EI ASSOCIATES
C/O F. Brancato Associates, LLC
1341 Hamburg Turnpike, Suite 2-6
Wayne, NJ 07470

 2/16/17

By (Signature): _____ Date:

Type Name: Frank P. Brancato

Owner:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Approved by (Signature): _____

Date:

Type Name: Quentin Wiest

Contractor:

DEE-EN Electrical Contracting, Inc
3013 Tremely Point Road
Linden, NJ 07036

By (Signature): _____ Date:

Type Name: Dominick Livia

Note:

The work under this change order shall be performed under the same conditions as specified in the original contract, unless otherwise noted.

DEE-EN

ELECTRICAL CONTRACTING INC

3014 TREMLEY POINT ROAD
LINDEN, NEW JERSEY 07036
P: (908) 862-8189 F: (908) 862-8171
EMAIL: DNELECTRIC13@GMAIL.COM

Hoboken Emergency Generator

106 Hudson St

Police Headquarters

Remobilization to Complete the Following

1/25/17

C/O # 23 (Gen-16)

Remove: 1- Existing Automatic Transfer Switch

Remove: 1- Existing Emergency conduit and cable

Rewire Existing Emergency Panel

Total Amount:

\$ 1,813.58

*Work to start at 6am on Monday 1/30/17 as requested from Police Captain

Thank You,



Dominick Livia
DEE-EN Electrical Contracting, Inc

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

FEB 15 2017

SPONSORED BY: _____

SECONDED BY: _____



CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO.: _____

RESOLUTION AWARDING TWO CHANGE ORDERS, WHICH TOTAL \$31,433.60, TO THE CITY'S CONTRACT WITH UNDERGROUND UTILITIES CORPORATION FOR THE WASHINGTON STREET REDESIGN PROJECT FOR A .17% INCREASE IN THE TOTAL CONTRACT AMOUNT

WHEREAS, the City Council of the City of Hoboken awarded a contract to Underground Utilities Corporation for construction services for the Washington Street Redesign Project by way of resolution dated October 19, 2016, pursuant to their bid proposal in the amount of \$17,563,235.71; and,

WHEREAS, the City received the attached correspondence from T&M Associates dated February 8, 2017, regarding two change orders to the contract with Underground Utilities Corporation; and,

WHEREAS, the City Council is being asked to award Change Order #1 to this contract, in the amount of \$16,913.60 to upgrade the fire hydrants specified in the contract to hydrants that include a Storz Connection, which will ensure mutual aid units from surrounding towns will be able to secure water supply in Hoboken and increase the speed of hose connection; and,

WHEREAS, the City Council is being asked to award Change Order #2 to this contract, in the amount of \$14,520.00 for additional pest control, as requested by the City Health Officer; and,

WHEREAS, the total amount of the two change orders is \$31,433.60; and,

WHEREAS, the new total contract amount, including previous change orders, is \$17,594,669.31, which is an increase in the total contract amount by .17%.

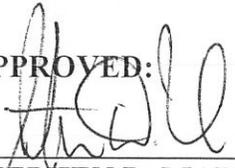
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that Change Order #1 shall be awarded as delineated above in the amount of \$16,913.60; Change Order #2 shall be awarded as delineated above in the amount of \$14,520.00; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the

- sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
Jennifer Giattino	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			

APPROVED:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING TWO CHANGE ORDERS, WHICH TOTAL \$31,433.60, TO THE CITY'S CONTRACT WITH UNDERGROUND UTILITIES CORPORATION FOR THE WASHINGTON STREET REDESIGN PROJECT

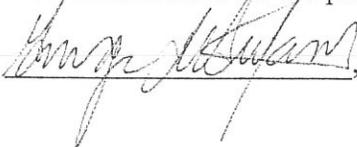
AMOUNT TO BE CERTIFIED:

\$31,433.60

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$31,433.60 is available in the following appropriation: \$16,913.60 from C-04-60-715-110 and \$14,520.00 from C-04-60-715-112 and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

Batch Id: GDS Batch Date: 02/15/17 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-110 Z360 Washington Street Water Mains	Encumbrance	CFO cert meeting 02/15/17 Underground	16,913.60	1
C-04-60-715-112 Z360 Drainage and Green Infrastructure	Encumbrance	CFO cert meeting 02/15/17 Underground	14,520.00	2

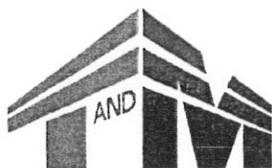
Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	31,433.60
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	31,433.60

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	31,433.60
Total:	2	31,433.60

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	31,433.60

Batch: GDS Updated Entries: 2 Updated Amount: 31,433.60 Ref Num: 4689



YOUR GOALS. OUR MISSION.

HOBK-00091

February 8, 2017

The City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Attn: Stephen Marks, Business Administrator

**Re: Change Order Recommendation No. 1
Washington Street Redesign**

Dear Mr. Marks,

Prior to the start of construction, it was determined by the City of Hoboken that additional work would be required for pest control and fire hydrants on the project. Several meetings were held with the City, Underground Utilities Corp. and the Engineer to discuss the nature and reason for the extra work, and the parameters to incorporate the work into the contract.

Item 9001 – Additional Baiting of Catch Basins and Tree Burrows \$14,520.00 Lump Sum

The need for extra pest control measures is due to the unprecedented surge of Norway Rats within Hoboken. Rodent burrows in tree planters as well the city's sewers have surged and is evidenced by burrows found in tree planters in front of 117 Washington St. and 122 Washington St. The sewer basin on the northeast corner of 5th and Bloomfield St also had nests burrowed in it. With the spring and summer seasons approaching, presenting a further surge in rat populations, the importance of these upgrades is clear.

In a meeting with the City's Health Department on January 10, 2017, the Resident Engineer requested a cost proposal for the additional pest control services and in an email dated January 11, 2017, the Contractor in an email dated January 12, 2017 provided a lump sum cost in the amount of \$14,520.00 for this work. This cost was reviewed by the Resident Engineer and found reasonable and acceptable for the type of work and effort expected to be expended by the Contractor.

Since there are no items in the contract to pay for this work, it is proposed to establish Item 9001 – Additional Baiting of Catch Basins and Tree Burrows at the lump sum price of \$14,520.00 for the extra work.

Item 9002 – Hydrant with Storz Connection Upgrade \$545.60 per Unit

The 4-inch Steamer hydrant thread Hoboken uses is unique to Hoboken, no other municipality in Hudson County uses it. This causes problems and delays when mutual aid companies are operating in town. The Storz Connection is a type of hose coupling that connects using interlocking hooks and flanges, it has been widely employed on fire hoses in firefighting applications. Fire engines in the United States typically carry LDH (large diameter hose) with Storz couplings on both ends for connections between fire hydrants and pumps. The installation of fire hydrants with the Storz Connection will ensure mutual aid units from anywhere will be able to secure water supplies.

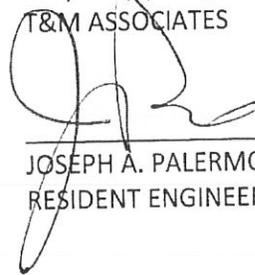


In the monthly utility meeting held on January 12, 2017, the Resident Engineer requested a cost proposal for the material upgrade of fire hydrants with integral Storz Connection, the Contractor in an email dated January 21, 2017 provided a unit price for 31 hydrants totaling \$16,913.60 for this work. This cost was reviewed by the Resident Engineer and found reasonable and acceptable for the material upgrade of each unit.

Since there are no items in the contract to pay for this work, it is proposed to establish Item 9002 – Hydrant with Storz Connection Upgrade at the unit price of \$545.60 per Unit and a total cost of \$16,913.60 for the extra work.

Since the work described in Change Order Recommendation No. 1 can be performed concurrently with the existing Contract work without causing a delay to the Contractor's critical path, no adjustment of time is warranted.

Very truly yours,
T&M ASSOCIATES



JOSEPH A. PALERMO PE, CCM
RESIDENT ENGINEER

JP

cc: Patrick Wherry
Richard Gomes
Peter Bondar

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

44

AT A MEETING HELD ON: FEB 15 2017

James J. Sarino

INTRODUCED BY: *QT*

SECONDED BY: *A. Namm*

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO.: _____

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY'S
CONTRACT WITH ACCURATE LANGUAGE SERVICES FOR
LANGUAGE INTERPRETER/TRANSLATION SERVICES FOR THE
MUNICIPAL COURT TO INCREASE THE TOTAL AMOUNT BY
\$20,000.00 FOR A NEW TOTAL CONTRACT AMOUNT OF \$70,812.00**

WHEREAS, by way of resolution dated June 1, 2016 the City renewed its contract with Accurate Language Services for language interpreter/translation services for the Hoboken Municipal Court in the amount of \$50,812.00 for a term to expire May 7, 2017; and,

WHEREAS, for the period May 2016 – January 2017, the requests for translation services exceeded original projections; and,

WHEREAS, the City expects the increased requests to continue for the remainder of Accurate Language Services' contract; and,

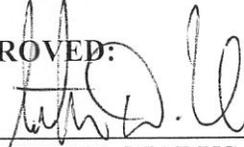
WHEREAS, it is necessary to amend the City's contract with Accurate Language Services by increasing the total contract amount by \$20,000.00, which represents a 39% increase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City's contract with Accurate Language Services for language interpreter/translation services is hereby amended in an increased amount not to exceed \$20,000.00, for a new total contract amount of \$70,812.00, and:

- 1) Aside from the change in contract amount, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; and,
- 2) The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract and any other steps necessary to effectuate this resolution; and,
- 3) This resolution shall take effect immediately.

Meeting date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle				/
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo		/		
President Giattino	/			

APPROVED:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY'S CONTRACT WITH ACCURATE LANGUAGE SERVICES FOR LANGUAGE INTERPRETER/TRANSLATION SERVICES FOR THE MUNICIPAL COURT TO INCREASE THE TOTAL AMOUNT BY \$20,000.00 FOR A NEW TOTAL CONTRACT AMOUNT OF \$70,812.00

AMOUNT TO BE CERTIFIED:

\$20,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

From Temporary Appropriation:
 \$4,000.00- 6-01-43-490-030
 \$6,000.00- 7-01-43-490-030

Remaining to be appropriated in CY2017 final budget when adopted

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following temporary appropriation: \$4,000.00- 6-01-43-490-030 \$6,000.00- 7-01-43-490-030; and I further certify that the remaining \$10,000.00 will be appropriated in the CY2017 final budget; and I further certify that this commitment together with

all previously made commitments and payments does not exceed the funds available in the temporary appropriation for the CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

E

Budget Account Maintenance

Account: 6-01-43-490-020 Desc: MUNICIPAL COURT ONE
 Acct Type: Control Chk Acct: IOPERATING Cap Flag:
 Fund Type: Budget Class Id: Class Id 2:

Activity

Activity To Date:		Current Period:	
Encumber:	16,664.73	Budgeted:	157,800.00
Expended:	117,660.08	Balance:	23,475.19
Trans-In:	.00	Trans-In:	.00
Trans-Out:	.00	Trans-Out:	.00
Reimburse:	.00	YTD Requested:	.00
Cancel:	.00	Requested Balance:	23,475.19
		Expended:	7,944.51
		Trans-In:	.00
		Trans-Out:	.00
		Reimburse:	.00



Control Account - No. of Sub-Accounts: 12.

Batch Id: GDS Batch Date: 02/15/17 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-43-490-030 Legal & Audit	Encumbrance	CFOC ert for meeting 02/15/17 Accurate	4,000.00	1

WARNING: This account would have a negative balance: 6-01-43-490-030. Balance would be: 5,262.00-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	4,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	4,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	4,000.00
Total:	1	4,000.00

There are warnings in this listing, but can proceed with update.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	4,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 4,000.00 Ref Num: 4682

Introduced by: [Signature]
Seconded by: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14 - 04 FOR AN ADDITIONAL ONE YEAR IN THE TOTAL NOT TO EXCEED AMOUNT OF \$ 50,812.00 TO COMMENCE MAY 8, 2016 AND EXPIRE ON MAY 7, 2017

WHEREAS, proposals were received for Bid Number 14 - 04 for the provisions of Language Interpreter/Translation services and the contract was, thereafter, awarded to Accurate Language Services, and the City now seeks to exercise its option to extend the contract; and,

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City entered into a two (2) year contract with Accurate Language Services, which is set to expire on May 7, 2016, and the City now wishes to exercise its option to extend the contract for the goods and services specified in Bid No. 14 - 04 for an additional one year term, to commence May 8, 2016, and further maintains its rights to the additional one year option to extend at the sole discretion of the City; and,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

- A. This resolution exercises the City's option to extend the contract for the goods and services specified in Bid No. 14 - 04, for an additional one year term, to commence May 8, 2016, and further maintain the City's rights to the additional one year option to extend at the sole discretion of the City.
- B. The City exercises this one year option to extend in the total amount of Fifty Thousand Eight Hundred Twelve Dollars (\$50,812.00), in year one (1), with all options to extend and all funds thereunder subject to non-appropriation of funds and extension at the sole discretion of the City.
- C. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the contract. The contract term shall hereby be extended to May 7, 2017.
- D. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted, so none will be allowable under the contract.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting date: June 1, 2016

APPROVED:
[Signature]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
[Signature]
Atylia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle				
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JULY 1, 2015

James J. Savino

CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14 - 04 FOR AN ADDITIONAL ONE YEAR IN THE TOTAL NOT TO EXCEED AMOUNT OF \$ 50,812.00 TO COMMENCE MAY 8, 2016 AND EXPIRES ON MAY 7, 2017

AMOUNT TO BE CERTIFIED:

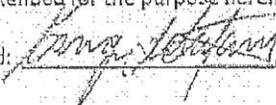
\$ 50,812.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-43-490-030

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,812.00 is available in the following appropriation 6-01-43-490-030 in the CY2015 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

CITY OF HOBOKEN

Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: April, 12, 2016
To: Quentin Wiest, Business Administrator
Corporation Counsel
From: AL B. Dineros
Subject: Recommendation to extend the contract for Certified
Language/Translation Services IAW Bid 14 - 04 for NTE
\$52,000.00

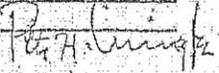
City entered into a two (2) year contract with Accurate Language Services, which is set to expire on May 7, 2016. and the City now wishes to exercise its option to extend the contract for the goods and services specified in Bid No. 14 - 04 for an additional one year term, to commence May 8, 2016, and further maintains its rights to the additional one year option to extend at the sole discretion of the City.

Attached is the revise price list effective May 7, 2016.

Certification of funds: 6-01-43-490-030 - \$10,000.00

RF-02038

VENDOR # 3175
10

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER / TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14-04 IN THE TOTAL AMOUNT OF \$50,812.00 PER YEAR FOR TWO (2) YEARS FROM THE DATE OF CONTRACT AWARD, WITH TWO (2) SEPARATE ONE (1) YEAR OPTIONS TO EXTEND, BOTH OF WHICH OPTIONS SHALL BE AT THE SOLE DISCRETION OF THE CITY

WHEREAS, proposals were received for Bid Number 14-04 for the provisions of certified language interpreter / translation services; and,

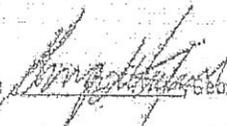
WHEREAS, Eight (8) bid proposals were received, of which the Purchasing Agent advised the lowest three (3) bidders being:

VENDOR	TOTAL BID	EXCEPTIONS
Accurate Language Services	\$50,812.00	Yes
Montoro Associates	\$55,448.00	No
Legal Interpreters LLC	\$59,710.00	Yes

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to contract for the goods and services specified in Bid No. 14-04, and Accurate Language Services submitted a responsible, and responsive bid for the units and extended prices; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriations: 4-01-43-490-030 in the CY2014 temporary appropriation; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$40,812.00 balance is available and appropriated in the following appropriation 4-01-43-490-030 in the CY2014 budget upon adoption of said budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 temporary appropriation; and I further certify that I will immediately review the CY2015 budget to determine whether the additional \$50,812.00 balance (for year two of the contract) is available and appropriated in the following appropriation 4-01-43-490-030 in the CY2015 budget upon adoption of said budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 temporary appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

- A. This resolution awards a contract to Accurate Language Services for Bid No. 14-04,

In the total amount of Fifty Thousand Eight Hundred Twelve Dollars (\$50,812.00) per year for two years, of which \$10,000.00 shall heretofore be appropriated, with the remaining \$40,812.00 from year one not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, and with the remaining \$50,812.00 from year two not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2015 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget. The Contract shall be for two (2) years from the date of contract award, with two (2) separate one (1) year options to extend, both of which options shall be at the sole discretion of the City.

- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the contract.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. The only exceptions allowed are those which were noted in the attachment to the Purchasing Agent's recommendation.
- D. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- E. This resolution shall take effect immediately upon passage.

MEETING: May 7, 2014

REVIEWED:

Quentin West
 Quentin West
 Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo
 Melissa L. Longo, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castollano	/			
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Council President Jen Glatino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: MAY 07 2014

James J. Sarullo
 CITY CLERK

NOTES:

1. * Spanish interpreter shall be present in all court sessions (including special session). Failure to maintain a Spanish interpreter in any court session shall constitute a material breach of the agreement for which the City shall be entitled to damages and, in its sole discretion, immediate termination of the agreement.
2. The City will pay two hours minimum for every language translation/interpretation services provided.
3. Travel expenses will not be allowable under this agreement. It is the Contractor's responsibility to reasonably estimate travel expenses of its interpreters and incorporate those amounts into their hourly proposal.
4. These estimates are provided as informational only and the City shall not be obligated to purchase any minimum or maximum number of service hours herein described. *Vendor will be paid for the actual services rendered.*

SIGNATURE PAGE

 _____ Signature	March 24, 2014 _____ Date
Victoria Ewing _____ Print Name	Director of Business Development _____ Title/Position
Accurate Language Services _____ Bidder/Company	
PO Box 2243, Haddonfield, NJ 08033 _____ Company Address	
856-795-8380 _____ Telephone #	866-924-0744 _____ Fax #
victoria@accuratelanguageservices.com _____ Email Address	admin@accuratelanguageservices.com _____ PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting proposal.

EXCEPTIONS TO BID SPECIFICATIONS

Bid 14 -04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

COMPANY NAME Accurate Language Services

In regards to cancellations:

- Advanced cancellation notice of 24 hours or more: No Charge
- Less than 24 hours notice or same date cancellations: The two hour minimum interpreting fee will be charged.
- Cancellation notice required for American Sign Language is two (2) full business days (48 hours)

BID PROPOSAL SHEET

Bid 14 -04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

Language	A. Annual Hours (estimate)	B. Hourly Rate	C. Annual Cost (A X B)	
1.Chinese	60	\$85	\$5,100	
2.Korean	10	\$90	900	
3.Vietnamese	10	\$90	900	
4.Sign Language	20	\$110	2,200	
5.Thai	2	\$95	190	
6.Russian	2	\$95	190	
7.Croatian	2	\$95	190	
8.Czech	2	\$95	190	
9.French	2	\$95	190	
10.Hebrew	2	\$95	190	
11.Hindi	2	\$95	190	
12.Italian	2	\$95	190	
13.Japanese	2	\$120	240	
14.Persian	2	\$95	190	
15.Polish	2	\$95	190	
16.Filipino	2	\$110	220	
17.Turkish	2	\$95	190	
18.Urdu	2	\$95	190	
19.Yiddish	2	\$95	190	
20.Panjabi	2	\$95	190	
		D.Total Cost (Add C1- C20)	\$12,220	
	E. Number of Session (annual estimate)	F. Cost per Session	G. Annual Cost (E X F)	J. Additional fee when session exceeds 3 hours (rate per hour)
*22.Spanish	192	\$201	\$38,592	\$55
		H. Grand Total - Bid Price (D + G22)	\$50,812	N/A

Fifty-thousand eight-hundred and twelve dollars.

(Bid Price in Words)

Bid 14 -04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

Company Name: Accurate Language Services

Cost Proposal Matrix

LANGUAGE	Number of Interpreters	Hourly Rate per Interpreter	Rate per Session Per Interpreter
Arabic	4	\$95	\$285
Chinese - Cantonese	5	\$90	\$270
Chinese - Mandarin	5	\$90	\$270
Croatian	1	\$95	\$285
Czech	1	\$95	\$285
French -- Creole	4	\$95	\$285
French -- Senegal	3	\$95	\$285
Hebrew	3	\$95	\$285
Hindi	3	\$95	\$285
Italian	3	\$95	\$285
Japanese	2	\$120	\$360
Korean	4	\$95	\$285
Persian	1	\$95	\$285
Polish	2	\$95	\$285
Russian	3	\$95	\$285
Serbo-Croatian	2	\$95	\$285
Sign Language	5	\$110	\$330
*Spanish	10	\$67	\$201
Tagalog	2	\$110	\$330
Turkish	3	\$95	\$285
Urdu	3	\$95	\$285
Vietnamese	4	\$90	\$270
Yiddish	2	\$95	\$285

Notes:

- a. * Spanish Interpreter shall be present in all court sessions. Failure to maintain a Spanish interpreter in any court session shall constitute a material breach of the agreement for which the City shall be entitled to damages and, in its sole discretion, immediate termination of the agreement.

- b. The City will pay two hours minimum for every language translation/interpretation services provided.

TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON:

A5

FEB 15 2017

INTRODUCED BY: _____

SECONDED BY: _____

James J. Sarena

R. Ramos

CITY CLERK

CITY OF HOBOKEN

RESOLUTION NO.: _____

**RESOLUTION WAIVING CONSTRUCTION FEES FOR THE
 AMERICAN LEGION CONSTRUCTION PROJECT, WHICH ARE
 ESTIMATED TO BE APPROXIMATELY \$14,000.00**

WHEREAS, the American Legion in Hoboken is planning to start construction to develop a new facility, which will include housing units for homeless veterans; and,

WHEREAS, the American Legion's application for Hurricane Sandy relief funds with the MFHA was recently approved and their architects have nearly completed construction plans; and,

WHEREAS, the Administration and the City Council of the City of Hoboken have committed to financially aiding the American Legion where possible during the construction process; and,

WHEREAS, the American Legion has requested that the City waive construction permit fees related to this project, which are estimated to be approximately \$14,000.00, in order to ease the financial burden.

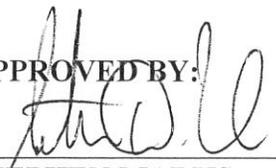
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, the construction permit fees for the American Legion construction project shall be waived by the City of Hoboken; and,

BE IT FURTHER RESOLVED, that the Administration and the City of Hoboken Construction Official is authorized to take necessary action to implement this resolution.

Meeting Date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Giattino	/			

APPROVED BY:

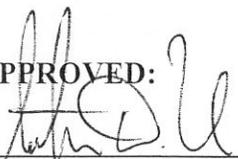

STEPHEN MARKS
BUSINESS ADMINISTRATOR

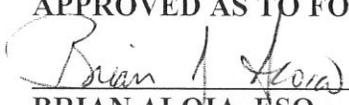
APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Meeting date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Giattino				

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL



For Immediate Release:
January 25, 2017

Contact:
Susanne LaFrankie
609-292-0701
Greg Reinert
609-777-3305

N.J. Board of Public Utilities Advances Development of Town Center Microgrid Systems by Offering Feasibility Study Grants

Christie Administration's Energy Master Plan Update supports microgrids as a technology to make critical facilities more resilient to major storms

TRENTON, NJ – The N.J. Board of Public Utilities (Board) today advanced the development of town center microgrids by opening the first 60-day application window for the Town Center Distributed Energy Resources Microgrid Feasibility Study Incentive Program (Program) and inviting qualified state or local government entities to apply for incentives of up to \$200,000 to cover the expense of a feasibility study.

Town Center Distributed Energy Resources (TCDER) microgrids are capable of providing on-site power to connected critical facilities within a local area or town center setting during electric grid outages.

Since New Jersey suffered devastating damage from the impacts of Superstorm Sandy, the Christie Administration has made it a priority to improve energy resiliency and emergency preparedness and response. Therefore, the Administration's Energy Master Plan (EMP) Update, released in December 2015, consists of a new section addressing the high priority areas of protecting critical energy infrastructure, improving the electric companies' emergency preparedness and response, increasing the use of microgrid technologies and applications for distributed energy resources (DER) and creating long-term financing for resiliency measures.

"This is an exciting step in implementing the Christie Administration's EMP policies supporting the development of town center microgrid systems," said Richard S. Mroz, President, N.J. Board of Public Utilities. "These onsite powerhouses will provide communities with the ability to operate critical facilities, such as government buildings, police and fire operations, hospitals and shelters, independently of the grid."

The Board established a Program budget of \$1 million to incentivize the preparation of feasibility studies, which is expected to fund five to 12 proposed studies. Initial incentives are capped at \$200,000. The Program will be managed in two phases; first, the feasibility study, then selected applicants will move to the detailed engineering design phase. This current application window is only for the first phase of incentivizing feasibility studies. To apply for a feasibility study incentive:

- A local government or state agency must be the applicant;
- The applicant must be a government entity that owns or manages critical facilities;
- The BPU seeks applicants which demonstrate a high degree of planning and ability to implement every aspect of a microgrid proposal;
- The Program is initially open to potential TCDER microgrids identified by the New Jersey Institute of Technology (NJIT) in its report of potential microgrids within FEMA's nine Superstorm Sandy disaster designated counties or similar Town Centers which satisfy the screening criteria as set forth in the NJIT Report.

Through the Program, the Board will establish statewide microgrid policy for connecting multiple customers across multiple rights of ways (ROW) that can include both electric and thermal energy. The focus in this initial program is on critical facilities at the local level classified as:

- A public facility, including any federal, state, county, or municipal facility,
- A non-profit and/or private facility, including any hospital, water/wastewater treatment facility, school, multifamily building, that could serve as a shelter during a power outage.

The Program is exclusively intended for projects that include multiple critical facility customers in a single municipality developed as a TCDER microgrid. The TCDER microgrid must have a nucleus of critical buildings and offer emergency energy services under "dark sky" conditions, as well as operate in a cost effective manner during typical "blue sky" conditions.

Applicants must demonstrate an ability to incorporate multiple critical facility stakeholders into the TCDER microgrid.

- Each applicant must identify the proposed stakeholder groups, how they were identified, and level of commitment to participate in the feasibility study program.
- Applicants must demonstrate a firm understanding of the technical and power infrastructure needs of each critical facility stakeholder.
- This includes initial early stage studies of the overall Town Center's energy needs both electric and thermal, the types of DER technologies, interconnection technologies, utility requirements and initial microgrid cost/benefit modeling.

- The applicant's residents must be serviced by a regulated electric utility that pays a societal benefits charge (SBC) on their electric bill.

To view the full Microgrid Report please visit [NJBPU Microgrid Report](#)

###

Town Center Distributed Energy Resource Microgrid Feasibility Study Incentive Program

Phase 1 Application Process

Background

The U.S. Department of Energy Microgrid Exchange Group defines a microgrid as:

“An integrated energy system consisting of a group of interconnected loads and distributed energy resources (DER) with clearly defined electrical boundaries that acts as a single controllable entity with respect to the grid and can connect and disconnect from the grid to enable it to operate in both grid connected or island mode.”¹

A Town Center DER microgrid, for the purpose of this incentive program, is a cluster of critical facilities within a municipal boundary that may also operate as shelter for the public during and after an emergency event or provide services that are essential to function during and after an emergency situation. The Town Center DER microgrid could include, but not be limited to, multifamily buildings, hospitals, and local or state government critical operations in a relatively small radius.² These critical facilities are connected to a single or series of DER technologies that can operate while isolated and islanded from the main grid due to a power outage. In some cases these are termed an advanced microgrid since they connect multiple customers across multiple rights of ways within a municipality.

Based on a review of the events and consequences from several recent extreme weather events on New Jersey’s energy systems, the 2015 Energy Master Plan Update (EMP Update) established a new overarching goal: “Improve Energy Infrastructure Resiliency & Emergency Preparedness and Response.” One of the EMP Update’s new Plan for Action’s policy recommendations included: “Increase the use of microgrid technologies and applications for Distributed Energy Resources (DER) to improve the grid’s resiliency and reliability in the event of a major storm.”³ This new policy recommends that:

“The State should continue its work with the USDOE, the utilities, local and state governments and other strategic partners to identify, design and implement Town Center DER microgrids to power critical facilities and services across the State.”

¹ <https://building-microgrid.lbl.gov/microgrid-definitions>

² As general rule of thumb guidance this distance would be at a maximum 1 mile or less since overall costs will increase with the distance between multiple facilities.

³ http://nj.gov/emp/docs/pdf/New_Jersey_Energy_Master_Plan_Update.pdf

The Town Center DER Microgrid – Feasibility Study Incentive Program is the first step in implementing this new policy goal.

Because of the impacts of these weather events, the State of New Jersey has entered into two Memoranda of Understanding (MOU) with the U.S. Department of Energy (USDOE) to evaluate the potential of developing ER microgrids on two key projects: (1) a microgrid within the northeast portion of the NJ Transit system (NJT Grid) and (2) a microgrid within the PSE&G service area in the City of Hoboken. To test the feasibility of these two projects, the USDOE provided funding for both the NJT Grid and the Hoboken microgrid to evaluate the improved resiliency in these proposed systems when the grid is down. In addition, the Board of Public Utilities (BPU) worked with the New Jersey Institute of Technology (NJIT) to map potential Town Center DER microgrids. The resulting report (NJIT Report) mapped 24 potential Town Center DER microgrids across the 17 municipalities in the 9 Sandy-designated counties attached as Appendix A.

New Jersey has at least 45 operating DER microgrids. These microgrids are single building or a campus setting microgrids with mostly a single DER technology. The current main New Jersey DER microgrid technology is natural gas combined heat and power systems.

As documented in EPRI's report *The Integrated Grid*,⁴ DER systems can:

1. benefit the distribution grid because of their increased efficiencies;
2. assist in managing the quality of power on the grid including enhanced voltage controls and balancing real and reactive power; and
3. provide energy, capacity and other ancillary services to the larger grid, which can potentially provide additional revenues to the DER system;

A key aspect noted by EPRI's report is that DER can help to optimize the operations of the distribution grid by being fully integrated with distribution grid operations. That optimization requires the input, cooperation and coordination by the Electric Distribution Companies (EDC).

It should be clear to any applicant upfront in this process that while there are strong benefits including security, reliability, resiliency, energy saving and environmental, there are also costs and impacts of those costs. All of these costs and benefits need to be evaluated and assessed in an open and fair process. EPRI advanced the principles of the benefits of DER on the distribution system as an integrated grid through their

⁴ <http://www.epri.com/Our-Work/Pages/Integrated-Grid.aspx>

Integrated Grid Benefits-Cost Framework.⁵ This incentive program will require the development of a detailed cost benefit analysis. At a minimum, that will include an initial assessment through the Rutgers' DER Cost Benefit analysis model.

Per USDOE's various energy laboratory microgrid reports, microgrids if designed, constructed and operated properly can increase distribution grid system reliability, resiliency and efficiency with the use and integration of DER technologies.⁶ However, these general statements depend on case specific design details. A key barrier to developing Town Center DER Microgrids is the availability of detailed data on the costs and benefits of specific projects. BPU is establishing a Town Center DER Microgrid - Feasibility Study Incentive program that will assist in the development of this case specific data for the evaluation, assessment and demonstration of potentially successful implementation of advance microgrid pilots on a community scale across the state.

The Town Center DER Microgrid Feasibility Study Incentive program is intended to serve as one part of guidance for the BPU in establishing a statewide microgrid policy for connecting multiple customers across multiple rights of ways (ROW) and can include both electric and thermal energy. The focus in this initial program is on critical facilities at the local level. Critical facilities will be classified as:

- A public facility, including any federal, state, county, or municipal facility,
- A non-profit and/or private facility, including any hospital, police station, fire station, water/wastewater treatment facility, school, multifamily building, or similar facility that :
 - is determined to be either Tier 1 or critical infrastructure by the Office of Emergency Management or the Office of Homeland Security and Preparedness or
 - could serve as a shelter during a power outage.⁷ . They must be able to document the ability to be a shelter during an emergency when there is a major grid outage.

Target Market and Eligibility

The Program would be managed by BPU through a Memorandum of Understanding (MOU) between the Town Center DER public partners and the BPU. With its application, the Town Center DER public partners will provide a letter of support from the local electric distribution company (EDC LOS) which details the EDC's willingness to

⁵ <http://www.epri.com/abstracts/Pages/ProductAbstract.aspx?ProductId=000000003002005003>

⁶ <http://www.energy.gov/oe/services/technology-development/smart-grid/role-microgrids-helping-advance-nation-s-energy-syst-0>

⁷ A shelter must have the ability to provide food, sleeping arrangements, and other amenities to the public during and after an emergency.

assist in the study. The MOU and the EDC LOS will be part of staff's recommendation in the Board's Order to approve the Town Center DER microgrid feasibility study incentive.

The Program will be managed in two phases one for a feasibility study and the second for detailed engineering design.⁸ This application is only for feasibility studies. Initial feasibility evaluations are capped at \$200,000. An applicant must have a BPU approved feasibility study or equivalent to be eligible for any subsequent detail engineering design incentives.

The applicant must be a government entity including municipal or county agency that owns or manages critical facilities. There must be one lead local government agency but all current local government agency partners will be required to enter into the overall agreement. The BPU seeks applicants that show a high degree of planning and ability to implement all or portions of a micro grid proposal. This will include the ability of the local government entity to enter into agreements with the BPU, its partners and the local electric and gas utility to assist in the feasibility study.

The Town Center DER Microgrid – feasibility study incentive program is initially open to proposed Town Center DER microgrids that include critical facilities identified in the NJIT report or similar Town Centers within the 9 Sandy designated counties that can document that they satisfy the screening criteria set forth in the NJIT report.

The Town Center DER Microgrid – feasibility study incentive program is not open to single-building or campus-setting microgrids that are eligible for other NJCEP incentives. This incentive program is not to evaluate or perform a feasibility study for an individual customer or single building microgrid; or a campus setting microgrid. Public sector, not for profits and colleges/universities single building or campus setting microgrids can obtain a high level assessment of their potential microgrid through the local government energy audit (LGEA) program.

The feasibility study incentive program is for a project that includes multiple critical facility customers in a single municipality developed as an advanced microgrid. The advanced microgrid must have a nucleus of critical buildings and customers that can provide essential services and emergency energy services under black sky conditions in a cost effective manner, as well as operate in a cost effective manner 24 – 7 under "blue sky" conditions.

Applicants must demonstrate an ability to incorporate multiple critical facility stakeholders into the Town Center DER microgrid. Each applicant must identify the

⁸ The second detail engineering design incentive is TBD and depends on the Board's approval of the budget allocation and program details.

proposed stakeholder groups, how they were identified, and level of commitment to participate in the feasibility study program. Applicants must demonstrate a firm understanding of the technical and power infrastructure needs of each critical facility stakeholder. This would include any initial early stage studies of the overall Town Center's energy needs both electric and thermal, the types of DER technologies, interconnection technologies, utility requirements and any initial microgrid cost/benefit modeling. This feasibility study incentive is not for early stage planning needs and such studies will not be funded.

The applicant's residents must be serviced by a regulated electric utility that pays a societal benefits charge (SBC) on their electric bill.

For the first round of applications the consultant for the local government is limited to one award.

Program Technical Requirements

Town Center DER Microgrid applicant must submit a pre-application that includes at a minimum the following:

1. Project Name

2. Project Description including all potential critical facilities with a description of why they are critical facilities within the proposed Town Center DER Microgrid. This should include the following:

- i. approximate size of the project in energy (electrical and thermal);
- ii. approximate electric and thermal load of each building;
- iii. the estimated square footage of each building and the total project;
- iv. the overall boundaries of the proposed project and distance between critical facilities; and
- v. the FEMA Category Classification of each building

3. If applicant is not a Town Center identified in the NJIT report, documentation indicating that it satisfies the screening criteria set forth in the NJIT report is required as follows:

Criteria were based on a cluster of critical facilities that included the following ranking:

1. Criticality based on the FEMA Category Classification of Facilities.

2. Total electric and thermal loads based on Btu's per square foot.
3. A Town Center should have at least 2 Category III or IV facilities within 0.5 miles and a facility with an energy usage of approximately 90 M Btus per square foot.
4. A list of all potential partners to be included in the Town Center DER microgrid MOU.
5. A general description of the technology to be developed within the Town Center DER Microgrid. This should include a description of the proposed connection (electric and/or thermal) of the critical facilities and the DER technologies. This should include a location of the connection to the EDC's facilities/equipment.
6. A general description of the overall cost and potential financing that may be available.
7. A general description of the benefits of the proposed Town Center DER Microgrid as well as the need for the proposed project. Both 6 and 7 should be detailed with any available microgrid modeling efforts that have been performed.
8. Timeframe for the completion of the feasibility study.
9. The specific microgrid modeling to be used in the overall feasibility study.
10. The requested funding amount.
11. Any cost share by the Lead Local Agency or any of the stakeholder partners.
12. An EDC LOS.

Pre-application Review Process

Given the initial limited funding BPU is implementing a quasi-competitive process for the review and approval of the Town Center DER microgrid feasibility study incentive. BPU staff will open a window for pre-applications to be submitted based on the criteria in this application process. The window will be open for 60 days. Based on a review by BPU staff the pre-applications will be ranked based on the below criteria if more pre-applications funding requests are received than total funding available:

1. Distribution of feasibility study projects across all electric utilities. The objective of this criterion is to have at least 1 Town Center DER microgrid feasibility study project in each of the PSE&G, JCPL, ACE, and RECo territories. However, staff may select 2 or more feasibility studies in one specific electric distribution company service territories based on criteria 2 and 3 below.
2. Distribution of feasibility study projects across the state. The objective of this criterion is to have Town Center DER microgrid feasibility study projects in

different areas of the state based on the qualities of the distribution system, the availability of local services and the proximity of vulnerable communities that would shelter in place.

3. The applicant demonstrates understanding of the technical, financial and power infrastructure needs of each Town Center DER Microgrid stakeholder.
4. The evaluation of the applicant's proposed project based on the criteria identified in the NJIT Report as follows:
 1. The number of FEMA Category III or IV facilities; and
 2. The total electric and thermal loads based on Btu's per square foot.

If the total available funding for this program is not allocated after the review of the applications submitted in the 60 day time period, the BPU will make recommendations for awards based on a first come first serve basis and will open subsequent funding request windows.

Incentive

The pre-application submittal must be approved by the Board. The Board will issue a Notice to Proceed to confirm the availability and commitment of funding. Phase 1 funding is capped at a maximum of \$200,000. The BPU anticipates between 5 to 10 approved Phase 1 Notice to Proceed letters. The Notice to Proceed will include an MOU between all the Town Center DER public partners, the BPU and the EDC LOS. It will detail the terms of the commitment including timeframes for the completion of the feasibility study.

All payments for the Phase 1 Feasibility Incentive will be made after the completion and acceptance of the final report. A Phase 1 approval is no guarantee of any subsequent incentive nor is it the BPU approval of the DER Town Center Microgrid.

Pre-applications can be submitted to TCDERmicrogrid@bpu.nj.gov

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

A7

AT A MEETING HELD ON:

FEB 15 2017

SPONSORED BY:

SECONDED BY:

JP

T. Kama

James J. Sarena

CITY OF HOBOKEN

RESOLUTION NO.:

CITY CLERK

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HOBOKEN, COUNTY OF HUDSON, NEW JERSEY,
AUTHORIZING THE ISSUANCE AND SALE OF UP TO
\$11,273,000 OF GENERAL OBLIGATION BONDS, SERIES
2017, OF THE CITY OF HOBOKEN, COUNTY OF HUDSON,
NEW JERSEY; AUTHORIZING SUCH FURTHER ACTIONS
AND MAKING SUCH DETERMINATIONS AS MAY BE
NECESSARY OR APPROPRIATE TO EFFECTUATE THE
ISSUANCE AND SALE OF THE BONDS

BACKGROUND

WHEREAS, pursuant to the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), the City Council of the City of Hoboken, County of Hudson, New Jersey ("City"), has, pursuant to bond ordinance Z-30 ("Bond Ordinance"), duly and finally adopted and published in accordance with the requirements of the Local Bond Law, authorized the issuance of general obligation bonds or bond anticipation notes of the City to finance the costs of certain capital improvements to the City's parks ("Park Improvements"); and,

WHEREAS, on March 15, 2016, the City issued its Bond Anticipation Notes of 2016, Series A, in the principal amount of \$52,218,443 ("Notes") to temporarily finance a portion of the costs of certain capital improvements authorized by bond ordinances DR-388, Z-40, Z-33, Z-95, Z-30, Z-149, DR-399, Z-18, Z-248, Z-234, Z-99, Z-235, Z-296, Z-299, Z-313, Z-361 and Z-375, including the Park Improvements; and

WHEREAS, the Notes mature on March 14, 2017; and,

WHEREAS, it is the desire of the City to issue its general obligation bonds in the aggregate principal amount of up to \$11,273,000 ("Bonds"), the proceeds of which, together with

other available funds of the City, will be used to: (i) permanently finance the Park Improvements by the payment of a portion (\$11,273,000) of the principal of the Notes at maturity; and (ii) pay certain costs and expenses incidental to the issuance and delivery of the Bonds (collectively, the "Project"); and,

WHEREAS, pursuant to the Local Bond Law and the Bond Ordinance, it is the intent of the City Council hereby to authorize, approve and direct the issuance and sale of such Bonds, to ratify and confirm certain actions heretofore taken by or on behalf of the City, and to make certain related determinations and authorizations in connection with such issuance and sale.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, PURSUANT TO THE LOCAL BOND LAW, AS FOLLOWS:

Section 1. Pursuant to the Local Bond Law and the Bond Ordinance, the issuance and sale of the Bonds of the City, to be designated substantially, "City of Hoboken, County of Hudson, New Jersey, General Obligation Bonds, Series 2017", in an aggregate principal amount of up to \$11,273,000 to finance the Project, is hereby authorized and approved.

Section 2. The Bonds shall be dated their date of issuance and shall mature on February 1 in the years and amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2018	\$468,000	2026	\$770,000
2019	645,000	2027	795,000
2020	660,000	2028	820,000
2021	675,000	2029	850,000
2022	690,000	2030	875,000
2023	710,000	2031	905,000
2024	725,000	2032	935,000
2025	750,000		

The term of the Bonds is equal to or less than the average period of usefulness of the

Project being financed through the issuance of the Bonds. Interest on the Bonds shall be payable semiannually on February 1 and August 1, commencing February 1, 2018, in each year until maturity or earlier redemption.

Section 3. The Bonds shall be general obligations of the City. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the Bonds and, to the extent payment is not otherwise provided, the City shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 4. The Bonds maturing on and after February 1, 2028, are subject to redemption prior to their stated maturity dates at the option of the City, upon notice as set forth below, as a whole or in part (and, if in part, such maturities as the City shall determine and within any such maturity by lot) on any date on and after February 1, 2027, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date.

Section 5. Notice of redemption with respect to the Bonds shall be given by mailing first class mail in a sealed envelope with postage pre-paid not less than thirty (30) days nor more than sixty (60) days prior to the redemption date to the owner of every Bond of which all or a portion is to be redeemed at his or her last address, if any, appearing on the registration books of the Paying Agent (hereinafter defined). So long as the Bonds are issued in book-entry-only form, all notices of redemption will be sent only to the Securities Depository (hereinafter defined) and not be sent to the beneficial owners of the Bonds. Failure of an owner of the Bonds to receive such notice or of the Securities Depository to advise any participant or any failure of a participant to notify any beneficial owner of the Bonds shall not affect the validity of any proceedings for the redemption of Bonds. Such notice shall specify: (i) the series and maturity of the Bonds to be redeemed; (ii) the redemption date and the place or places where amounts that are due and payable

upon such redemption will be payable; (iii) if less than all of the Bonds are to be redeemed, the letters and numbers or other distinguishing marks of the Bonds to be redeemed; (iv) in the case of a Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed; (v) that on the redemption date there shall become due and payable with respect to each Bond or portion thereof to be redeemed, the redemption price; and (vi) that from and after the redemption date interest on such Bonds or portion thereof to be redeemed shall cease to accrue and be payable.

Section 6. The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Bonds maturing in each year. Both the principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository ("Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000, or a necessary odd denomination, through book-entries made on the books and the records of DTC and its participants. The principal of and interest on the Bonds will be paid to DTC by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of DTC as listed on the records of DTC as of the first (1st) day of the month containing an interest payment date. The Bonds will be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Chief Financial Officer, attested by the City Clerk or the Deputy City Clerk, and shall bear the affixed, imprinted or reproduced seal of the City thereon. The Bonds shall not be valid or obligatory for any purpose unless the Authentication

Certification printed thereon shall be duly executed by an authorized officer of the Paying Agent (hereinafter mentioned).

Section 7. The City is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

Section 8. In the event that DTC may determine to discontinue providing its service with respect to the Bonds or is removed by the City and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds in denominations of \$5,000, or any integral multiple thereof ("Registered Bonds"). The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 9. The Mayor, Chief Financial Officer, Director of Finance and Business Administrator are each hereby authorized to solicit proposals for and engage the services of a qualified financial institution to serve as paying agent for the Bonds ("Paying Agent") and/or Dissemination Agent for the Bonds ("Dissemination Agent"). The Mayor, Chief Financial Officer, Director of Finance and Business Administrator are each hereby authorized to enter into an agreement with the Paying Agent and/or Dissemination Agent for the services to be provided.

Section 10. The preparation of a preliminary official statement ("Preliminary Official Statement") relating to the Bonds, and the distribution of said Preliminary Official Statement to prospective purchasers of the Bonds and others having an interest therein, are hereby authorized and directed. The Mayor, Chief Financial Officer and Director of Finance are each hereby

authorized to deem the Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

Section 11. The appointment of McElwee & Quinn, LLC, Cherry Hill, New Jersey ("Printer"), to provide electronic and/or physical dissemination of the Preliminary Official Statement and Official Statement (hereinafter defined) is hereby authorized, approved, ratified and confirmed. The Mayor, Chief Financial Officer, Director of Finance and Business Administrator of the City are each hereby authorized and directed to enter into an agreement with Printer for the services to be provided.

Section 12. Pursuant to the Local Bond Law, the Mayor, Chief Financial Officer and Director of Finance, each a "Sale Official", are hereby authorized to sell and award the Bonds at a public sale. The sale of the Bonds shall be in accordance with the provisions of the Local Bond Law, and the advertised terms of such public sale. If necessary or desirable, the Sale Official is hereby authorized to postpone, from time to time, the date and time established for receipt of bids for the sale of the Bonds in accordance with the Local Bond Law. If any date fixed for receipt of bids and the sale of the Bonds is postponed, the Sale Official is hereby authorized to announce an alternative sale date at least forty-eight (48) hours prior to such alternative sale date. The Sale Official is hereby authorized and directed to cause a summary notice of sale and a notice of sale of the Bonds to be prepared and disseminated in accordance with the Local Bond Law. At the next meeting of the City Council after the sale and award of the Bonds, the Sale Official shall report, in writing, to the City Council the principal amount, the rate or rates of interest, the maturity dates, the dates upon which interest on the Bonds shall be paid, the price and the purchaser or purchasers of the Bonds.

Section 13. The utilization of i-Deal LLC, New York, New York, to provide electronic bidding services to the City in connection with the competitive sale of the Bonds ("Bidding Agent") through the use of the Bidding Agent's BiDCOMP/PARITY auction system, pursuant to the Local Bond Law and the regulations promulgated thereunder, is hereby authorized, approved, ratified and confirmed.

Section 14. The preparation of a final official statement ("Official Statement") with respect to the Bonds is hereby authorized and directed. Within seven (7) business days of the sale of the Bonds and in sufficient time to accompany any confirmation that requests payment from a customer, the City will deliver sufficient copies of the Official Statement to the purchaser of the Bonds in order for the same to comply with Paragraph (b)(4) of Rule 15c2-12. The Mayor, Chief Financial Officer and Director of Finance are each hereby authorized to execute the Official Statement, and the distribution thereof to purchasers and others is hereby authorized and directed. The execution of the final Official Statement by the Mayor, Chief Financial Officer and Director of Finance shall constitute conclusive evidence of approval by the City of the changes therein from the Preliminary Official Statement. The Mayor, Chief Financial Officer and Director of Finance are each hereby authorized to approve any amendments of or supplements to the Official Statement.

Section 15. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 16. The City hereby covenants as follows: (i) it shall timely file such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 17. To the extent not otherwise exempt, the City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

Section 18. Application to Moody's Investors Service and/or S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, for a rating of the Bonds, and the furnishing of certain information concerning the City and the Bonds, for the purpose of qualifying the Bonds for municipal bond insurance, are hereby authorized, ratified, confirmed and approved.

Section 19. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk, Deputy City Clerk and other City officials or by the City's professional advisors, in connection with the issuance and sale of the Bonds are hereby ratified, confirmed, approved and adopted.

Section 20. The Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk and Deputy City Clerk are each hereby authorized to determine all matters and execute all documents and instruments in connection with the Bonds not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinance, or by this or any subsequent resolution, and the signatures of the Mayor, Chief Financial Officer, Director of Finance, Business Administrator, City Clerk and Deputy City Clerk on such documents or

instruments shall be conclusive as to such determinations.

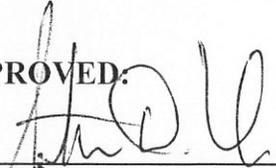
Section 21. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 22. This resolution shall take effect immediately upon adoption this 15th day of February, 2017.

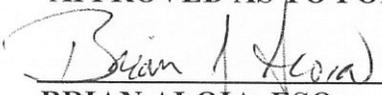
Meeting date: February 15, 2017

Councilperson	Yea /	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle				✓
Tiffanie Fisher	/			
Jennifer Giattino	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			

APPROVED:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOJA, ESQ.
CORPORATION COUNSEL

The foregoing is a true copy of a resolution adopted by the City Council on February 15, 2017.


JAMES J. FARINA, RMC, City Clerk

[Seal]

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

A8

AT A MEETING HELD ON: FEB 15 2017 CO-SPONSORED BY: THE ADMINISTRATION

COUNCILMAN BHALLA
COUNCILMAN MELLO
James J. Sorensen *Ram* *Ram*
CITY OF HOBOKEN
CITY CLERK RESOLUTION NO.: _____

**RESOLUTION TO APPROVE AND AUTHORIZE MONETARY GRANTS
OF \$360,000 AND \$206,000 FROM THE CITY OF HOBOKEN TO THE
HOBOKEN HOUSING AUTHORITY AND AMERICAN LEGION POST
107**

WHEREAS, the Hoboken Housing Authority (HHA) is an integral part of the Hoboken community that provides housing to over 3,000 residents; and,

WHEREAS, it has been demonstrated that due to age, the doors at the residential buildings of the HHA pose a significant safety concern to residents; and,

WHEREAS, Mayor Dawn Zimmer and the Hoboken City Council want to ensure that all members of our community are safe, and it is estimated by the Executive Director of the HHA that the cost to replace the doors is approximately \$360,000; and,

WHEREAS, the HHA Executive Director and the Hoboken Chief of Police determined replacing the doors is an urgent public safety issue given the age of the doors; and,

WHEREAS, residents in the HHA have expressed concerns regarding public safety relating to the doors to the HHA and the City; and,

WHEREAS, the City and its elected officials have an obligation to take all necessary measures to protect the health and safety of all residents of Hoboken; and,

WHEREAS, the American Legion Post 107 headquarters was severely damaged by Hurricane Sandy and is being rebuilt in a more flood-resilient manner along with six units of affordable housing for homeless veterans; and,

WHEREAS, the American Legion applied for approximately \$1.5 million in funds from the New Jersey Housing and Mortgage Finance Agency for the affordable housing component of the project and was awarded \$1,293,838 million, leaving approximately a \$206,000 funding gap; and,

WHEREAS, the City of Hoboken has funds from a settlement of litigation that are established in a capital fund with the City that can be designated towards projects consistent with the Housing element of the Master Plan, and the replacement of doors and provision for veteran affordable housing is consistent with the Master Plan; and,

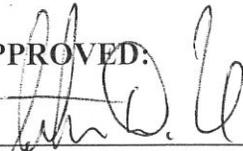
WHEREAS, a grant for the door replacement in the HHA and the American Legion Post 107 allocated from this capital fund would not cause an increase in municipal taxes.

NOW, THEREFORE, BE IT RESOLVED, that the Hoboken City Council expresses its support to the Hoboken Housing Authority and American Legion Post 107 and supports a grant from the established City Capital Fund of up to \$360,000 to the HHA for the use of the replacement of doors and \$206,000 to American Legion Post 107 for the purpose of closing a funding shortfall for the affordable housing component of the American Legion Post 107 project, and the Council authorizes the Administration to immediately provide for and administer these grants.

Meeting date: February 15, 2017

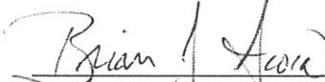
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

APPROVED:



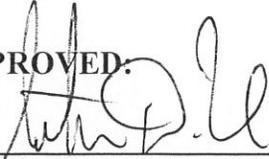
STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



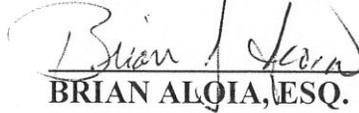
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla	✓			
Michael DeFusco	/			
Peter Cunningham	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

A10

AT A MEETING HELD ON:

FEB 15 2017

SPONSORED BY:

SECONDED BY:

[Handwritten signatures]

[Handwritten signature]

[Handwritten signature]

CITY OF HOBOKEN

RESOLUTION NO.:

CITY CLERK

RESOLUTION GRANTING SUEZ/UNITED WATER'S REQUEST TO
EXTEND THE PERMITTED CONSTRUCTION HOURS OUTLINED IN
HOBOKEN CITY CODE §133-9C TO ALLOW WORK TO BE
PERFORMED ON WASHINGTON STREET AND OBSERVER
HIGHWAY OVERNIGHT

WHEREAS, Suez/United Water needs to perform work for the City of Hoboken, including a wet tap, on the water main on the corner of Washington Street and Observer Highway; and,

WHEREAS, due to the fact that the work is being performed in the intersection, Suez/United Water and the City wish to perform the work overnight in order to avoid obstructing the flow of traffic in this busy area during the day; and,

WHEREAS, Suez/United Water and the City are requesting to perform the work on February 21st, 22nd, and 23rd from 8:00 p.m. to 6:00 a.m.; and,

WHEREAS, Hoboken City Code §133-9C states "All construction and demolition activity, excluding emergency work, shall not be performed between the hours of 6:00 p.m., and 8:00 a.m. on weekdays or at any time during weekends and federal holidays"; and,

WHEREAS, the City recognizes that there is a need to authorize an extension of the normal construction hours allowed under §133-9C for the above referenced work to be performed overnight.

NOW, THEREFORE, BE IT RESOLVED, that Suez/United Water may perform the wet tap on the water main on Washington Street and Observer Highway during the following time periods:

- February 21st, 22nd, and 23rd from 8:00 p.m. to 6:00 a.m.

Meeting Date: February 15, 2017

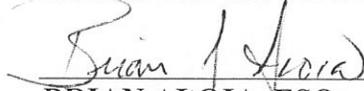
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle				/
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

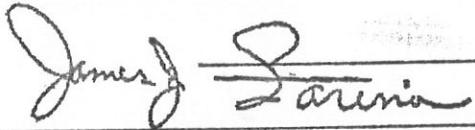


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

CC1

AT A MEETING HELD ON: FEB 15 2017



CITY CLERK

SPONSORED BY:

SECONDED BY:



CITY OF HOBOKEN

RESOLUTION NO.: _____

**RESOLUTION TO AWARD A PROFESSIONAL SERVICE CONTRACT
TO BENJAMIN CHOI, ESQ. FOR LEGAL SERVICES AS SPECIAL
COUNSEL – ALCOHOL BEVERAGE CONTROL (“ABC”) BOARD
ATTORNEY IN THE NOT TO EXCEED AMOUNT OF \$15,000.00**

WHEREAS, service to the City as Special Legal Counsel- ABC Board Attorney is a professional service as defined by N.J.S.A. 40A:11-1 et seq.; and,

WHEREAS, the City of Hoboken issued Request for Proposals 17-04 seeking proposals from qualified law firms, in compliance with the process for awarding a professional service contract pursuant to Hoboken Code §20A; and,

WHEREAS, the City received two (2) responsive proposals from:

1. Benjamin Choi, Esq.
2. Ronald Mondello, Esq.

WHEREAS, the evaluation committee has determined that the proposal submitted by Benjamin Choi, Esq. demonstrates that he is qualified to provide effective and efficient legal services to the City; and,

WHEREAS, the Administration recommends awarding a contract to Benjamin Choi, Esq. for legal services as ABC Board Attorney, for the term of February 1, 2017 through December 31, 2017, in the not to exceed amount of \$15,000.00.

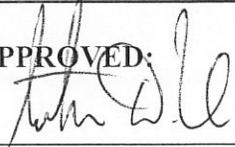
NOW THEREFORE, BE IT RESOLVED, that a contract is hereby awarded to Benjamin Choi, Esq. to represent the City as Special Legal Counsel- ABC Board Attorney for a term to commence on February 1, 2017 and expire on December 31, 2017, for a total not to exceed amount of **Fifteen Thousand Dollars (\$15,000.00)**; and:

1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City’s ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The mayor, or her designee, is hereby authorized to execute an agreement as outlined herein with:

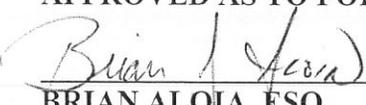
Benjamin B. Choi, Esq.
 c/o The Choi Law Group, LLC
 100 Challenger Road, Suite 302
 Ridgefield Park, New Jersey 07660

Meeting date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

APPROVED:


 STEPHEN D. MARKS
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


 BRIAN ALOJA, ESQ.
 CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AWARD A PROFESSIONAL SERVICE CONTRACT TO BENJAMIN CHOI, ESQ. FOR LEGAL SERVICES AS SPECIAL COUNSEL – ALCOHOL BEVERAGE CONTROL (“ABC”) BOARD ATTORNEY IN THE NOT TO EXCEED AMOUNT OF \$15,000.00

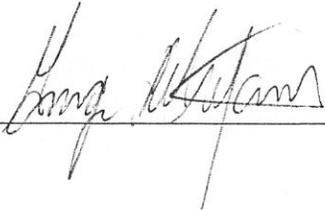
AMOUNT TO BE CERTIFIED:

\$15,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$15,000.00 is available in the following appropriation: \$3,750.00 from: 7-01-25-275-030 in the temporary CY2017 appropriation; and I further certify that, immediately upon adoption of the CY2017 final budget, I will certify the remaining \$11,250.00 from 7-01-25-275-030; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017 temporary appropriation and/or budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  , George DeStefano, CFO

CITY OF HOBOKEN
Office of Corporation Counsel

DAWN ZIMMER
Mayor



BRIAN ALOIA
Corporation Counsel

To: Mayor Zimmer
Brian Aloia
Stephen Marks
Al Dineris

From: Scott DeRosa, Esq.
Re: Evaluation Results for: Special Counsel – ABC Board Attorney RFP 17-04
Date: January 27, 2017

Please be advised that all evaluations for: ABC Board Attorney RFP 17-04 were received in the Law Department and reviewed. The evaluation results were as follows:

	Benjamin Choi	Ronald Mondello
Juan Melli	100	98
Patrick Wherry	100	96
Brian Aloia	100	100
Totals	300	294

The administration is hereby authorized to review the above evaluation results and proceed to contract for the above services in accordance therewith. Thank you.

Batch Id: GDS Batch Date: 02/15/17 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
7-01-25-275-030 Municipal Prosecuter Legal & Audit	Encumbrance	CFO Cert meeting 02/15/17 Ben Choi ESq	3,750.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	3,750.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	3,750.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	3,750.00
Total:	1	3,750.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	3,750.00

Batch: GDS Updated Entries: 1 Updated Amount: 3,750.00 Ref Num: 4686

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

CD 1

AT A MEETING HELD ON: FEB 15 2017

James J. Sarina

CITY CLERK

SPONSORED BY: *[Signature]*
SECONDED BY: *[Signature]*

CITY OF HOBOKEN
RESOLUTION NO.: _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT WITH PSE&G

WHEREAS, the City of Hoboken owns the property located at Block 102 Lot 1; and,

WHEREAS, the City of Hoboken wishes to grant PSE&G a license and right of access to the property located at Block 102 Lot 1; and,

WHEREAS, the Administration recommends entering into the attached agreement entitled "Grant of License and Right of Entry Agreement" with PSE&G to accomplish this purpose.

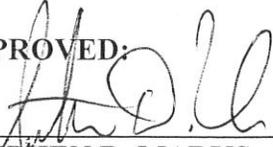
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby authorizes the City to enter into the attached Grant of License and Right of Entry Agreement, in the form attached or substantially similar with no substantive changes, and:

1. The above recitals are incorporated as if fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to realize the intent and purpose of this resolution.
3. This resolution shall be effective immediately.

Meeting date: February 15, 2017

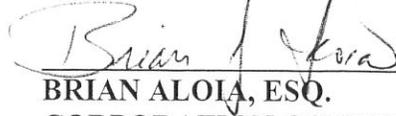
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				✓
Peter Cunningham	/			
Michael DeFusco	//			
James Doyle				
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	//			
President Jennifer Giattino	/			

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT

THIS GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2017 by and among **the CITY OF HOBOKEN**, a public body corporate and politic of the State of New Jersey, having its address at 94 Washington Street, Hoboken, New Jersey 07030 ("**Licensor**"), and **PUBLIC SERVICE ELECTRIC & GAS COMPANY**, a New Jersey corporation having its address at 80 Park Plaza, Newark, New Jersey 07102 ("**Licensee**"). Collectively, Licensor and Licensee are referred to herein as the "**Parties.**"

WHEREAS, Licensor owns certain real property known as Block 102, Lot 1 (formerly, Block 102, Lots 1-8, 25-32) on the tax maps of the City of Hoboken, known commonly as 1101 Monroe Street/1100 Madison Street, Hoboken, New Jersey (the "**City Parcel**"); and

WHEREAS, Licensor's predecessor in title recently completed a remediation of the City Parcel which consists of an engineering control in the form of an earthen cap and an institutional control in the form of a deed notice; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") has issued a Soil Remedial Action Permit ("SRAP"), a copy of which is attached hereto as **Exhibit A**, which establishes monitoring, maintenance, and evaluation requirements for determining the continued effectiveness of the engineering control at the City Parcel; and

WHEREAS, Licensee owns certain real property known as Block 35 Lots 1, 2, 3, 4.01, and 5.01 on tax maps of the City of Hoboken, known commonly as 201 Marshall Street and Block 35, Lots 33, 34, 35, and 36 on the tax maps of the City of Hoboken, known commonly as 200 Harrison Street (the "**PSE&G Parcels**"); and

WHEREAS, the Parties previously entered into a non-binding Letter of Intent ("LOI"), dated August 26, 2016, pursuant to which they have agreed that Licensor will convey the City Parcel to Licensee in exchange for Licensee conveying the PSE&G Parcels to the Licensor along with additional cash consideration; and

WHEREAS, under the terms of the LOI each Party also agreed that it desired to undertake due diligence investigations of the other Party's property; and

WHEREAS, the Parties are in the process of negotiating the terms of a formal Agreement to Transfer Real Property ("Transfer Agreement") which will govern the proposed transfer of the City Parcel to the Licensee and the PSE&G Parcels to the Licensor, and which will include provisions relative to each Party's due diligence rights and obligations to investigate the other Party's property; and

WHEREAS, Licensee desires to begin its due diligence investigations of the City

Parcel in advance of finalizing the Transfer Agreement; and

WHEREAS, Licensee has requested Licensor's permission to enter upon the City Parcel solely as a license (the "License"), for the exclusive purpose of carrying out due diligence investigation activities at the City Parcel; and

WHEREAS, Licensor is willing to grant to Licensee and its duly designated agents, servants, volunteers, employees, and contractors, such permission and the within License to enable Licensee to do so upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, Licensor and Licensee hereby agree as follows:

- 1. Grant of Access.** Licensor hereby grants Licensee a limited License to enter onto the City Parcel for the purpose of carrying out due diligence investigation activities, defined below as the "Work." Licensee, and its authorized agents, employees, servants, volunteers, and contractors (for purposes of paragraphs 1-6, collectively referred to as "Licensee"), are authorized to enter onto the City Parcel during the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. Licensee agrees to provide at least forty-eight (48) hours advanced written notice to Licensor of the dates and times that Licensee will require access to the City Parcel, said dates and times to be reasonably acceptable to Licensor whose consent shall not be unreasonably withheld. Licensee's written notice must also identify all personnel that will be entering the City Parcel including each person's name, title, and company affiliation. License granted herein shall give Licensee the right to enter onto the portions of the City Parcel at times agreed to by the parties where the Work will be performed. Any and all Work undertaken by or on behalf of Licensee pursuant to this Agreement shall be conducted by professionals who are not Licensed Site Remediation Professionals ("LSRPs") as defined by NJDEP regulations. Licensee agrees that it has been granted only a License by Licensor to enter upon and use the City Parcel for the specific purposes set forth herein and that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in and to the City Parcel, nor any exclusive privilege or right to enter onto the City Parcel by virtue of this License. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the Parties.
- 2. Pre-Entry Responsibilities.** Licensee, in furtherance of its activities on the City Parcel shall take reasonable precautions to minimize damage to the City Parcel from the Work and to ensure work site safety. Licensee shall be solely responsible to: (i) obtain any and all permits required to conduct the Work, as defined below; (ii) ensure all electric, gas, water, steam, sewer,

and other service lines shall be shut off, capped, or otherwise controlled; and (iii) shall procure at its sole expense the necessary equipment to carry out the Work described below. Licensor shall use its best efforts to locate any underground utilities and facilities on the City Parcel prior to commencement of the Work, as defined below. Licensor shall also reasonably cooperate with and assist Licensee with Licensee's efforts to locate such utilities, equipment and facilities.

3. **Work.** Licensee shall perform or cause to be performed the Work at its sole cost and expense, except as otherwise indicated in the herein Agreement. The Work shall consist of, and shall be limited to, the scope of work identified in **Exhibit B** attached hereto. Prior to execution of this Agreement, Licensee shall provide said scope of work to Licensor for review and approval, said approval not to be unreasonably withheld. Licensee shall ensure that the Work is conducted: (a) in a manner that does not compromise the integrity of, or otherwise violate, any institutional and/or engineering controls that are in place at the City Parcel; (b) in accordance with all applicable permits, including the existing SRAP that has been issued for the City Parcel; (c) in accordance with any and all applicable government regulations and requirements, including but not limited to those promulgated by the NJDEP and the U.S. Occupational Safety and Health Administration ("OSHA"); and (d) in a manner that minimizes, to the maximum extent practicable, any damage to the City Parcel and/or interference with Licensor's use of the City Parcel. Licensee shall not, during the course of performing the Work, cause or contribute to any environmental contamination at the City Parcel. Licensee agrees to immediately notify Licensor of any interference with or damage to subsurface systems, or any other real and/or personal property occasioned by Licensee's entry onto or use of the City Parcel.
4. **Storage/Handling.** Licensee shall not store any materials or equipment on the City Parcel without the written consent of Licensor, except those materials or equipment necessary or required to conduct the Work. Licensee shall not transmit, store, handle or dump any toxic or hazardous wastes or hazardous substances anywhere on the City Parcel, nor shall Licensee violate any environmental or land use laws as such may apply to the City Parcel or the Work being undertaken at the City Parcel pursuant to the Agreement. Licensee shall be considered the "operator," "owner" and "generator" of all wastes generated at the City Parcel in connection with the Work authorized by this Agreement and shall, at Licensee's sole cost and expense, be responsible for promptly disposing of any wastes generated in connection with said Work with the exception that Licensee shall be permitted to return boring or drilling cuttings to the boring hole to the extent permitted by law. Upon request of Licensor, Licensee shall provide documentation evidencing Licensee's lawful and proper disposal of any

such wastes.

5. **Work Site.** Licensee agrees to keep the City Parcel neat and free from refuse, trash, garbage and debris at all times. Licensee agrees to be solely responsible for removing all debris, wreckage, rubbish and garbage resulting from demolition activities. Upon termination of this Agreement, Licensee shall promptly remove from the City Parcel all equipment and all materials of any nature used in connection with the Work brought onto the City Parcel by or at the direction of Licensee and shall restore the City Parcel to the condition it was in prior to undertaking the Work to the reasonable satisfaction of Licensor.
6. **Safety.** All activities undertaken by Licensee at the City Parcel shall be performed in a safe, good and workmanlike manner so as to ensure the safety of all persons at the City Parcel and in accordance with all applicable federal, state, county and municipal laws and regulations, and in a manner designed to minimize the effect of such activity on Licensor and other property owners in, on and around the City Parcel and their respective tenants, licensees and occupants. All of Licensee's agents, volunteers or employees performing the City Parcel shall display proper identification at all times. Work shall be done so as to not create a hazard to pedestrians or vehicles.
7. **Indemnification.** Licensee agrees to assume all security and protection for, risk of loss and/or damage to the City Parcel or injury to or death of persons arising out of its use of the City Parcel or implementation of the Work unless same is the result of the gross negligence or willful misconduct of Licensor. Licensee shall defend, indemnify and hold harmless Licensor and each of their respective employees, agents, directors, officers and representatives (collectively, the "Licensor Indemnified Parties") from and against any and all costs, expenses (including, without limitation, attorney fees, disbursements and court costs), liabilities, damages, losses, fines, judgments, claims, actions, lawsuits or demands for injury to, or death of any person or damage to any tangible property incurred by or asserted against any Licensor Indemnified Party or Parties to the extent caused by or arising out of Licensee's use of the City Parcel or implementation of the Work. The indemnity obligations in this section shall survive expiration or termination of this Agreement.
8. **Insurance.** Licensee shall carry and maintain, at its sole cost and expense, the insurance coverages outlined on **Exhibit C** attached hereto. It shall be Licensee's sole responsibility to maintain Worker's Compensation insurance for any of its authorized employees, if applicable, in accordance with all applicable federal, state, county and municipal laws. Certificates of insurance shall name "the City of Hoboken" as an additional insured, and

shall remain in full force and effect for the duration of the Agreement. Licensee will not be permitted to access the City Parcel prior to Licensor's review and written approval of all insurance policies required by this Agreement.

9. **Oversight; Split Sampling.** Licensor shall have the right to monitor Licensee's Work and enter the City Parcel at any time without notice to Licensee. Upon request by Licensor and at Licensor's sole cost and expense, Licensee shall cooperate with Licensor to facilitate obtaining split samples of any soil or groundwater samples taken from the City Parcel, which Licensor shall have the right to analyze at its own expense.
10. **Costs; No Liens.** All activities performed or to be performed under this License and all obligations and expenses associated therewith shall be at the sole cost and expense of and be borne solely by Licensee, except where indicated in the herein Agreement. Licensee shall not permit any lien to be filed against the City Parcel or any improvements thereon for any labor or materials in connection with any activities undertaken by, or on behalf of, Licensee at the City Parcel. In the event that such a lien is filed against the City Parcel or any improvements thereon, Licensor shall have the right, but not the obligation, if Licensee fails to discharge or bond the lien within thirty (30) days of receipt of notice from Licensor, to cause such lien to be released, and Licensee shall reimburse Licensor for all of Licensor's reasonable costs (including, but not limited to, reasonable attorneys' fees) incurred in connection therewith promptly upon demand by Licensor.
11. **Assignment.** Licensee shall not assign this Agreement or any rights hereunder without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensee shall not permit third parties to enter the City Parcel at any time.
12. **Information.** Concurrently upon receipt of the same, Licensee will provide Licensor with complete copies of all reports generated by Licensee or on Licensee's behalf in connection with the Work authorized by this Agreement at the City Parcel. Except as required by law, Licensee is prohibited from submitting any reports, correspondences or notices of any kind whatsoever to any federal, state, county or municipal government and any department, agency, bureau or other similar type of body regarding the Work undertaken at the testing accomplished on the City Parcel without the express written consent of Licensor.
13. **Term of License.** The rights herein granted to Licensee shall be deemed a License in favor of Licensee for the limited purposes set forth herein. This License shall continue until such time as the Transfer Agreement is fully-

executed by the Parties, at which time the Transfer Agreement shall govern Licensee's access to conduct due diligence activities at the City Parcel. In the event that the Transfer Agreement is not fully-executed within one hundred twenty (120) days from execution of the LOI, this License shall automatically terminate unless extended in writing by Licensor at its sole discretion. This License may be terminated by either Party, at any time, for any cause or for the benefit of the public upon sixty (60) days written notice to the other Party, or (i) upon receipt of notice by Licensor from any governmental authority that the License violates any federal, state, county or municipal law or requiring that this License be immediately revoked or (ii) any failure of Licensee to timely comply with any of the terms, covenants or conditions of this Agreement. However, the Parties agree that the conditions set-forth in Paragraphs 4, 5, 7, 8, and 10 shall survive termination of this License.

14. **Entire Agreement.** This License contains the entire understanding between the Parties and shall not be amended or modified unless in writing executed by both Parties.
15. **Choice of Law.** This License shall be governed by the laws of the State of New Jersey.
16. **No Obligation to Perform Work.** The Parties agree that this Agreement gives Licensee the right to perform the Work, but does not obligate Licensee or impose a duty on Licensee to perform the Work defined herein.
17. **Binding on Successors.** This Agreement is binding upon and inures to the benefit of Licensor and Licensee and their respective heirs, executors, administrators, personal representatives, successor, transferees and assigns.
18. **Construction.** Licensor and Licensee acknowledge that this Agreement has been negotiated at arm's length and, therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this document. If any part of this Agreement is for any reason found to be unenforceable, all of the remaining portions nevertheless remain enforceable.
19. **Waiver or Breach of Term.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.
20. **Effective Date.** This Agreement may be executed in counterparts and shall be effective on the date last written below.

21. **Authorization to Execute.** Each person executing this Agreement represents that the execution of this Agreement has been duly authorized by the Party on whose behalf the person is executing this Agreement and that such person is authorized to execute the Agreement on behalf of such Party.

22. **Notice.**

(a) All notices, demands, requests and approvals hereunder shall be in writing and delivered personally or mailed, certified or registered mail, postage prepaid, or by a reputable overnight delivery service, addressed as follows:

To Licensor:

Brandy Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, NJ 07030
P (201) 420-2233
F (201) 420-2094

With copies to:

Brian Aloia, Esq.
Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
P (201) 420-2010
F (201) 792-1858

Kevin M. Kinsella, Esq.
DeCotiis, FitzPatrick, Cole & Giblin, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, New Jersey 07666
P (201) 907-5229
F (201) 928-0588

To Licensee:

PSEG Services Corporation
Manager – Corporate Real Estate-Transactions
80 Park Plaza T6B

T6B
Newark, New Jersey 07102
P (973) 430-6926
F (973) 624-8964

With copies to:

PSEG Services Corporation
David Richter, Esq.
Associate General Regulatory Counsel and Property Counsel
80 Park Plaza T5B
T5
Newark, New Jersey 07102
P (973) 430-6451
F (973) 802-1267

Robert A. Verdibello, Esq.
Connell Foley LLP
Harborside 5
185 Hudson Street, Suite 2510
Jersey City, New Jersey 07311
P (201) 631-7812
F (201) 521-0100

- (b) The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by mail shall be deemed to have been received by the addressee on the third (3rd) business day after posting in the United States mail, or, if transmitted by overnight delivery service, on the first business day after transmittal, or, if delivered personally, on the date of delivery.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CITY OF HOBOKEN, LICENSOR

Date:

By: _____

Name:

Title:

PUBLIC SERVICE ELECTRIC & GAS
COMPANY, LICENSEE

Date:

By: _____

Name:

Title:

EXHIBIT A

SOIL REMEDIAL ACTION PERMIT (RAP 160001)

EXHIBIT B
SCOPE OF WORK

EXHIBIT C

INSURANCE REQUIREMENTS

1. Coverage Required: Commercial General Liability & Umbrella Excess Liability no less than \$2,000,000.00;
2. Workers' Compensation And Employers' Liability;
3. Automobile Liability in an amount of not less than One Million (\$1,000,000.00) Dollars in Combined Single Limits
4. Policy Numbers
5. Commencement and Expiration Dates of Policies
6. Please have the Additional Insured reflect as follows: For legal purposes, do not abbreviate unless otherwise indicated.
7. Please have the Certificate Holder read exactly and mailed to:
8. Minimum of Thirty (30) Day unqualified cancellation clause. Please omit the words "endeavor to" from your cancellation clause.
9. Since Certificates of Insurance confer no rights, you are also required to provide us with Binders followed by Endorsements to your policies, which indicate the Additional Insured status on the policies.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

Site Remediation and Waste Management Program
Remediation Oversight Element
Bureau of Remedial Action Permitting
401 E. State Street
P.O. Box 420
Mail Code 401-05S
Trenton, NJ 08625-0420
Phone: (609) 984-2990

December 7, 2016

Michael Sciarra
Managing Member
Block 102 Development LLC
71 Grand St
Hoboken, NJ 07030

Dawn Zimmer
Mayor
HOBOKEN CITY
94 Washington Street, City Hall
Hoboken, NJ 07030

RE: Soil Remedial Action Permit – Modification – Transfer of Ownership

Site: 1100-1114 Madison Street & 1101-1113 Monroe Street
Address: 1100-1114 Madison Street & 1101-1113 Monroe Street
City: Hoboken City
County: Hudson
SRP Program Interest #: 284639
Soil Remedial Action Permit #: RAP160001
Block: 102, Lot: 1 (Formerly Known as: Block: 102, Lots: 1-8, 25-32)

Dear Hon. Zimmer and Mr. Sciarra:

Enclosed is a Soil Remedial Action Permit issued pursuant to the Site Remediation Reform Act, 58:10C-1 et seq. and the Administrative Requirements for the Remediation of Contaminated Sites at N.J.A.C. 7:26C-1 et seq. This permit becomes effective on 12/07/2016. Please note the referenced permit and program interest numbers and refer to them when corresponding with the Department. This permit modification transfer of ownership supersedes the initial remedial action soil permit issued on 10/29/2015, permit # RAP 150001.

The enclosed permit requires the permittee to conduct monitoring, maintenance and evaluation for compliance and effectiveness of the remedial action and its associated institutional control. The permit establishes all requirements necessary for demonstrating that the remedial action and control continue to be protective of public health, safety and the environment.

The Technical Requirements for Site Remediation (Technical Requirements) at N.J.A.C. 7:26E-1.8 define remediation to include a remedial action. The Technical Requirements further define remedial action such that "... A remedial action continues as long as an engineering control or an institutional control is needed to protect the public health and safety and the environment, and until all unrestricted use remediation standards are met." Therefore, a person who is

implementing a remedial action that includes an engineering or institutional control is conducting remediation, and that person is required to hire a licensed site remediation professional (LSRP) pursuant to the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; see N.J.A.C. 7:26C-2.3(a) and (b)).

At all times, an LSRP is required to be retained for a case that has a Deed Notice, Classification Exception Area, Soil Remedial Action Permit, and/or Ground Water Remedial Action Permit until the remedial action(s) is no longer needed to protect the public health and safety and the environment, and until all unrestricted use remediation standards are met. The LSRP must be retained to operate, maintain, and monitor the institutional and/or engineering controls at the site, to ensure that the remedial action(s) remains protective of public health and safety and the environment, and to ensure compliance with the requirements of the Deed Notice, Classification Exception Area, Soil Remedial Action Permit, and/or the Ground Water Remedial Action Permit. This includes but is not limited to site inspections, ground water sampling, biennial submission of a Soil and/or Ground Water Remedial Action Protectiveness/Biennial Certification Form and Report, responding to any activities involving the institutional and/or engineering controls at the site, and responding to any public inquiries regarding the current status of the site. It is the responsibility of the LSRP certifying the Remedial Action Permit application to inform the Responsible Entity of the requirement regarding LSRP retention for a case that has a Soil and/or Ground Water Remedial Action Permit.

An LSRP may be retained or dismissed for a case that has an approved Soil and/or Ground Water Remedial Action Permit through the New Jersey Department of Environmental Protection online portal (www.nj.gov/dep/online/) by choosing the "LSRP Retention" or "LSRP Release" submission type selection option within the "LSRP Notification of Retention or Dismissal" service, and choosing the "Remedial Action Permit" activity in the case selection page. Please note that the Bureau of Remedial Action Permitting records the LSRP Retention for pending Remedial Action Permit Applications so there is no need to perform this function online. Also note that the LSRP Comprehensive Report (datamine2.state.nj.us/DEP_OPRA/OpraMain/categories?category=SRRA) now includes information pertaining to approved Soil and Ground Water Remedial Action Permits to which the LSRP is assigned.

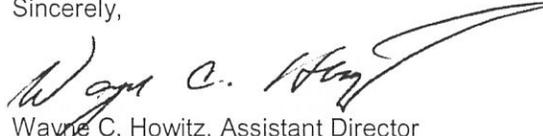
Please be aware that there are annual fees associated with this permit in accordance with N.J.A.C. 7:26C-4.6. These annual permit fees will be handled by invoicing the fee billing contact we have on record:

Dawn Zimmer
Mayor
HOBOKEN CITY
94 Washington Street, City Hall
Hoboken, NJ 07030
Phone: (201) 420-2013
Email: qwiest@hobokennj.gov

Any changes to this contact should be brought to the Department's attention. Changes to fee billing contacts are updates and are not considered modifications to the permit.

The Department looks forward to future continued cooperation in working together to provide a healthy environment for the citizens of New Jersey and to protect its resources. Going forward, questions or comments regarding this permit should be addressed to the Bureau of Remedial Action Permitting at 609-984-2990, attention Robert Soboleski, Bureau Chief.

Sincerely,



Wayne C. Howitz, Assistant Director
Remediation Oversight Element

Enclosure

cc:

City of Hoboken Planning Board
94 Washington Street
Hoboken, New Jersey 07030

City of Hoboken Health Department
94 Washington Street
Hoboken, New Jersey 07030

City of Hoboken Clerk's Office
94 Washington Street
Hoboken, New Jersey 07030

Hudson County Division of Planning
Meadowview Complex
595 County Avenue
Building 1
Floor 2
Secaucus, N.J. 07094

Hudson County Regional Health Commission
Meadowview Campus, Building 1
595 County Avenue
Secaucus, NJ 07094

Hudson County Clerk's Office
Hudson County Plaza
4th Floor
257 Cornelison Avenue
Jersey City NJ 07302

New Jersey Department of Environmental Protection



Bureau of Remedial Action Permitting
401 East State Street
P.O. Box 420
Mail Code 401-05L
Trenton, NJ 08625-0420
Phone #: 609-984-2990

**SOIL REMEDIAL ACTION PERMIT
Deed Notice with Engineering Control
Modification Change of Property Ownership**

The New Jersey Department of Environmental Protection hereby grants you a Remedial Action Permit pursuant to N.J.S.A. 58:10C-1 et seq. and N.J.A.C. 7:26C-1 et seq. for the facility/activity named in this document. This permit is the regulatory mechanism used by the Department to help ensure your remedial action will be protective of human health and the environment.

This permit establishes the monitoring, maintenance, and evaluation requirements for determining the effectiveness of the deed notice's engineering control. This permit RAP160001 supersedes permit RAP150001 issued on 10/29/2015.

Site: 1100-1114 Madison Street & 1101-1113 Monroe Street

<u>Facility Address:</u> 1100-1114 Madison Street & 1101-1113 Monroe Street Hoboken City, NJ 07030 Hudson County Block: 102 Lot: 1. (Formerly Known as: Block: 102, Lots: 1-8, 25-32)	<u>Program Interest#:</u> 284639 <u>Permit#:</u> RAP160001
<u>Person Responsible for Conducting the Remediation - Co-Permittee:</u> Michael Sciarra Managing Member Block 102 Development LLC 71 Grand St Hoboken, NJ 07030 Phone: (201) 795-1030 Email: ursadevgrp@aol.com	
<u>Property Owner - Co-Permittee:</u> Dawn Zimmer Mayor HOBOKEN CITY 94 Washington Street, City Hall Hoboken, NJ 07030 Phone: (201) 420-2013 Email: qwiest@hobokennj.gov Primary Responsibility for Permit Compliance	

Soil Remedial Action Permit #: RAP160001
Site: 1100-1114 Madison St & 1101-1113 Monroe St
PI #: 284639

Issuance Date:
12/07/2016

Effective Date:
12/07/2016

I. Authority

The Department is issuing this permit in accordance with N.J.S.A. 58:10C-1 et seq. and N.J.A.C. 7:26C-1et seq.

II. Permit Requirements

A. MONITORING REQUIREMENTS

1. The permittee shall conduct monitoring and maintenance pursuant to Exhibit C of the attached Deed Notice. [N.J.A.C. 7:26C- 7.8(a)2]
2. The permittee shall conduct periodic inspections of each engineering control to determine its integrity, operability, and effectiveness. [N.J.A.C. 7:26C- 7.8(b)2]
3. The permittee shall conduct periodic inspections of any excavations or disturbances that have resulted in unacceptable exposure to the soil contamination. The permittee shall maintain a detailed maintenance and evaluation log. [N.J.A.C. 7:26C- 7.8(b)]

B. REMEDIAL ACTION PROTECTIVENESS/BIENNIAL CERTIFICATION FORM

1. Reporting Requirements

a. The permittee shall prepare and submit to the Department a Remedial Action Protectiveness/Biennial Certification Form every two years following the anniversary of the date of the effective date of this permit. The certification shall be submitted on the required form provided by the Department. Submit a Remedial Action Protectiveness/Biennial Certification Form biennially from the effective date of this permit. [N.J.A.C. 7:26C- 7.7(a)1]

2. Evaluation Requirements

a. The permittee shall hire a Licensed Site Remediation Professional to prepare and certify that the remedial action continues to be protective of the public health and safety and the environment. [N.J.A.C. 7:26C- 1.5(a)2]

b. The permittee shall conduct the remediation in accordance with all applicable statutes, rules, and guidance. [N.J.A.C. 7:26C- 1.2(a)]

c. The permittee shall provide the results of the periodic inspections required under the monitoring requirements of this permit. [N.J.A.C. 7:26C- 7.8(c)]

d. The Remedial Action Protectiveness/Biennial Certification Form shall include an evaluation of any actual or pending zoning or land use changes to determine if these changes are consistent with the use restrictions contained in the attached deed notice/declaration of environmental restriction. If the evaluation finds that the engineering/institutional controls are no longer protective of the public health and safety and the environment, the permittee shall im-

plement appropriate remedial action to ensure that the engineering/institutional controls are protective of the public health and safety and the environment. [N.J.A.C. 7:26C- 7.8(b)1]

e. The Remedial Action Protectiveness/Biennial Certification Form shall include a comparison of the laws, Remediation Standards, and other regulations applicable at the time the engineering or institutional control was established with any relevant subsequently promulgated or modified laws or regulations to determine whether the engineering or institutional control remains protective. The results shall be provided in table format, comparing of applicable laws, regulations, and standards. [N.J.A.C. 7:26C- 7.8(b)3]

C. FINANCIAL ASSURANCE REQUIREMENTS

1. Government Entity

a. The person responsible for the remediation and the property owner(s) certified that the permittees are a government entity exempted from establishing financial assurance pursuant to N.J.S.A. 58:10C19.c(2). [N.J.A.C. 7:26C- 7.10(c)1]

D. FEES

1. For each year hereafter on the anniversary of the effective date of this permit, the Department shall invoice the permittees the amount of the annual Remedial Action Permit Fee. [N.J.A.C. 7:26C- 4.6]

E. PERMIT TRANSFERS

1. The permittee shall, at least 60 days prior to the sale or transfer of the property, or transfer of the operation of the property, or termination of a lease, submit a Remedial Action Permit Transfer/Change of Ownership Application and pay the permit transfer fee to the Department. [N.J.A.C. 7:26C- 7.11(b)]

F. PERMIT MODIFICATIONS

1. Soil Permit Modifications

a. The permittee shall apply to have the Department modify a Remedial Action Permit within 30 days after a statement that the permittee has completed a protectiveness evaluation required in its permit and has determined that the remedial action is not adequately protective of the public health and safety and of the environment, and stating the reasons for coming to this conclusion. [N.J.A.C. 7:26C- 7.12(b)1]

b. The permittee shall apply to have the Department modify a Remedial Action Permit within 30 days after any person proposes to change the engineering controls applicable to the site, as described in the deed notice filed for the property. [N.J.A.C. 7:26C- 7.12(b)3]

c. The permittee shall apply to have the Department modify a Remedial Action Permit within 30 days after the person responsible for conducting the remediation modifies the remedial action. [N.J.A.C. 7:26C- 7.12(b)4]

d. The permittee shall apply to have the Department modify a Remedial Action Permit within 30 days after the municipality has revised the lot and block designations of the property. [N.J.A.C. 7:26C- 7.12(b)5]

e. The permittee shall apply to have the Department modify a Remedial Action Permit within 30 days after the permittee changes its address. [N.J.A.C. 7:26C- 7.12(b)6]

G. PERMIT TERMINATIONS

1. A request for a permit termination can be filed by submitting a Remedial Action Permit Application to terminate the permit to the Department when the remedial action meets all applicable remediation standards without the need for the Remedial Action Permit and the remedial action is protective of the public health and safety and of the environment without the presence of the Remedial Action Permit. [N.J.A.C. 7:26C- 7.13]

H. FORM SUBMITTAL

1. Any forms, applications or documents required by this chapter that can be submitted in an electronic format shall be submitted electronically 90 days after the date that the Department informs the public in the New Jersey Register that the relevant electronic application is functional. [N.J.A.C. 7:26C- 1.6(c)]
2. All submissions required pursuant to this permit shall be made on forms approved and available from the Department. These forms and instructions for completing these forms can be found at <http://www.nj.gov/dep/srp/srra/forms>. [N.J.A.C. 7:26C- 1.6]

I. RESTRICTED LAND USES

1. Contaminated sites remediated to non-residential soil remediation standards that require the maintenance of engineering and/or institutional controls cannot be converted to a child care facility, public, private or charter school without the Department's prior approval, unless a presumptive remedy is implemented pursuant to the Department's Remedial Action requirements for residences, schools, and child care centers. [N.J.A.C. 7:26E-5.3]

III. Permit Schedule

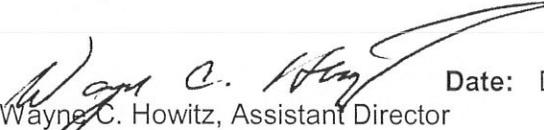
Permit Effective Date: 12/07/2016	
Submission Requirement	Due Date
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2017
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2019
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2021
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2023
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2025
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2027
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2029
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2031
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2033
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2035
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2037
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2039
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2041
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2043

Permit Effective Date: 12/07/2016	
Submission Requirement	Due Date
Submit a Remedial Action Protectiveness/Biennial Certification Form	10/29/2045

Note: Remedial Action Protectiveness/Biennial Certification Forms are required to be submitted according to the schedule, and shall continue to be submitted until the Permit is terminated or modified.

Your Soil Remedial Action Permit under Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1 et seq. has been approved by the New Jersey Department of Environmental Protection.

Sincerely,


Wayne C. Howitz, Assistant Director
Remediation Oversight Element

Date: December 7, 2016

IV. Attachments:

A. Deed Notice

Deed Notice ID: DER10001144980
Filed Deed Notice in the Hudson County Clerk's Office
Book Number the Deed Notice is filed in: 9046
Instrument Number: 20150625010064850
Page Numbers: 793-818
Date Filed: 06/25/2015
Block: 102 Lot(s): 1
Formerly Known as: (Block: 102, Lots: 1-8, 25-32)

DEED NOTICE

Prepared by: _____
[Signature]

Douglas L Harm, LSRP
[Print name below signature]

Recorded by: _____
[Signature, Officer of County Recording Office]

[Print name below signature]



20150625010054850 1/26
06/25/2015 12:33:53 PM DEED
Bk: 9046 Pg: 793
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 1029309

DEED NOTICE

This Deed Notice is made as of the 25 day of June, 2015, by Block 102 Development LLC (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. Block 102 Development LLC is the owner in fee simple of certain real property designated as Block 102 Lots 1-8 and 25-32, on the tax map of the City of Hoboken, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 284639; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. Licensed Site Remediation Professional Douglas L. Harm, LSRP License No. 574862, has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. Block 102 Development LLC has remediated contaminated soil at the Property, such that soil contamination remains in certain areas of the Property that contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

26029 07015 MC

4. CONSIDERATION. In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at www.nj.gov/srp/forms within thirty (30) calendar days after the effective date of any

conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at www.nj.gov/srp/forms, within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 7Aii., above, a soil remedial action permit modification is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

- i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;
- ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;
- iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;
- iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;
- v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and
- vi. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the measures completed or implemented to restore the engineering control; and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

8. TERMINATION OF DEED NOTICE.

- i. This Deed Notice may be terminated only upon filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the County Clerk of Hudson County, New Jersey, expressly terminating this Deed Notice.
- ii. Within thirty (30) calendar days after the filing of a Termination of Deed Notice, the owner of the property shall apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as wells as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays,

keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table; and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice;
and

(C) The objective of the restrictions.

ii. Exhibit C-2A: Pervious Surface Cover: Exhibit C-2 includes a narrative description of the Pervious Surface Cover as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

Douglas L. Hark
1805 Atlantic Avenue
Mahwah, NJ 08736
732-223-2225

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST: Mark Settembre
Block 102 Development LLC
By M. Sciarra
Mark Settembre, Secretary M Sciarra
[Print name and title] [Signature]

RECEIVED
JUN 18 2015

Michael Sciarra, Managing Member;
Ursa Development Group L.L.C.,
Itself Manager of Block 102 Development LLC

STATE OF NEW JERSEY SS.:
COUNTY OF HUDSON

I certify that on 16, 2015 Mark Settembre personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is a [secretary/assistant secretary] of Block 102 Development LLC, the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Managing Member of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Mark Settembre
[Signature]
Mark Settembre, Secretary
[Print name and title of attesting witness]

Signed and sworn before me on 6-16, 2015
Antonina Gadaleta, Notary Public

ANTONIA GADALETA
[Print name and title] ANTONIA GADALETA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
JANUARY 28, 2018

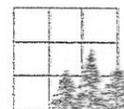


EXHIBIT A



U.S.G.S. TOPOGRAPHIC WEEHAWKEN & JERSEY CITY, NJ QUADS
 SCALE: 1" = 24,000'
 PHOTO REVISED: 1995/1981

0' 1000' 2000'
 SCALE: 1" = 2000'

BRINKERHOFF 
 ENVIRONMENTAL SERVICES, INC.

FIGURE A-1 - VICINITY MAP
 1100-1114 MADISON STREET
 1101-1113 MONROE STREET
 BLOCK 102, LOTS 1-8 AND 25-32
 HOBOKEN, HUDSON COUNTY, NEW JERSEY

DATE: 1/16/15	JOB NO.: 13BR138	SCALE: 1" = 2000'
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EXHIBIT A-2A

Property Metes and Bounds

1100-1114 Madison Street and 1101-1113 Monroe Street
Block 102, Lots 1-8 and 25-32
Hoboken, Hudson County, New Jersey

All that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate lying and being in the City of Hoboken, County of Hudson, State of New Jersey:

Beginning at a point of intersection of the westerly side line of Madison Street with the northerly side line of 11th Street and from thence running:

- 1). Along the said westerly side line of Madison Street, North 13 degrees 04 minutes 00 seconds a distance of 200.00 feet to a point; thence
- 2) North 76 degrees 56 minutes 00 seconds West a distance of 200.00 feet to a point in the easterly side line of Monroe Street; thence
- 3) South 13 degrees 04 minutes 00 seconds West, a distance of 200.00 feet in the aforesaid northerly side line of 11th Street; thence
- 4) Along the northerly side line of 11th Street, South 76 degrees 56 minutes 00 seconds East, a distance of 200.00 feet to a point in the aforesaid westerly side line of Madison Street and the point and place of BEGINNING.

Also known as Lots 1 through 8 and 25 through 32 in Block 102 on the tax map of the City of Hoboken, County of Hudson, State of New Jersey.

MONROE STREET

MADISON STREET

11TH STREET

SUBJECT
PROPERTY

0' 20' 40'

SCALE: 1" = 40'

BRINKERHOFF
ENVIRONMENTAL SERVICES, INC.



FIGURE A-3 - PROPERTY MAP
1100-1114 MADISON STREET
1101-1113 MONROE STREET
BLOCK 102, LOTS 1-8 AND 25-32
HOBOKEN, HUDSON COUNTY, NEW JERSEY

DATE: 4/17/15

JOB NO.: 13BR138

SCALE: 1" = 40'

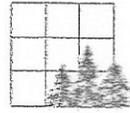


EXHIBIT B

0" SURFACE

CLEAN FILL MATERIAL

18"

HISTORIC FILL MATERIAL

PERVIOUS CAP

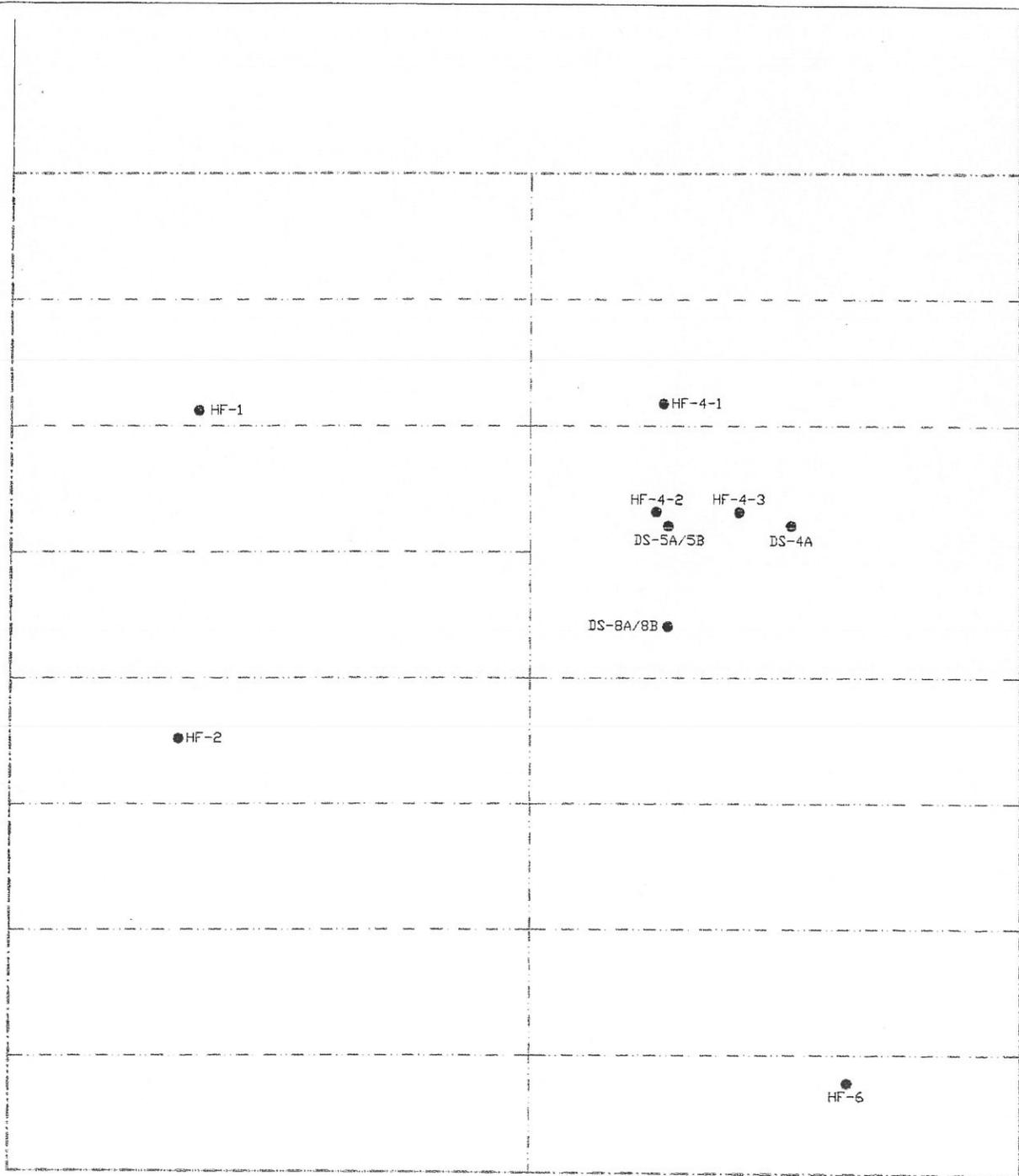
DEMARCATON LAYER



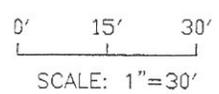
FIGURE B-1A/1B - ENGINEERING CONTROL DIAGRAM
1100-1114 MADISON STREET
1101-1113 MONROE STREET
BLOCK 102, LOTS 1-8 AND 25-32
HOBOKEN, HUDSON COUNTY, NEW JERSEY

DATE: 4/24/15 JOB NO.: 13BR138 SCALE: NTS

Handwritten mark or signature in the top right corner of the map area.



11TH STREET



LEGEND

● - HISTORIC FILL/LEAD SAMPLE LOCATION
HF-2

NOTES:

1. SAMPLES DISPLAYED ARE IN EXCESS OF N.J.D.E.P. SOIL REMEDIATION STANDARDS.
2. SAMPLE RESULTS AREA PRESENTED ON EXHIBIT B-2A.

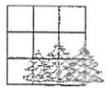
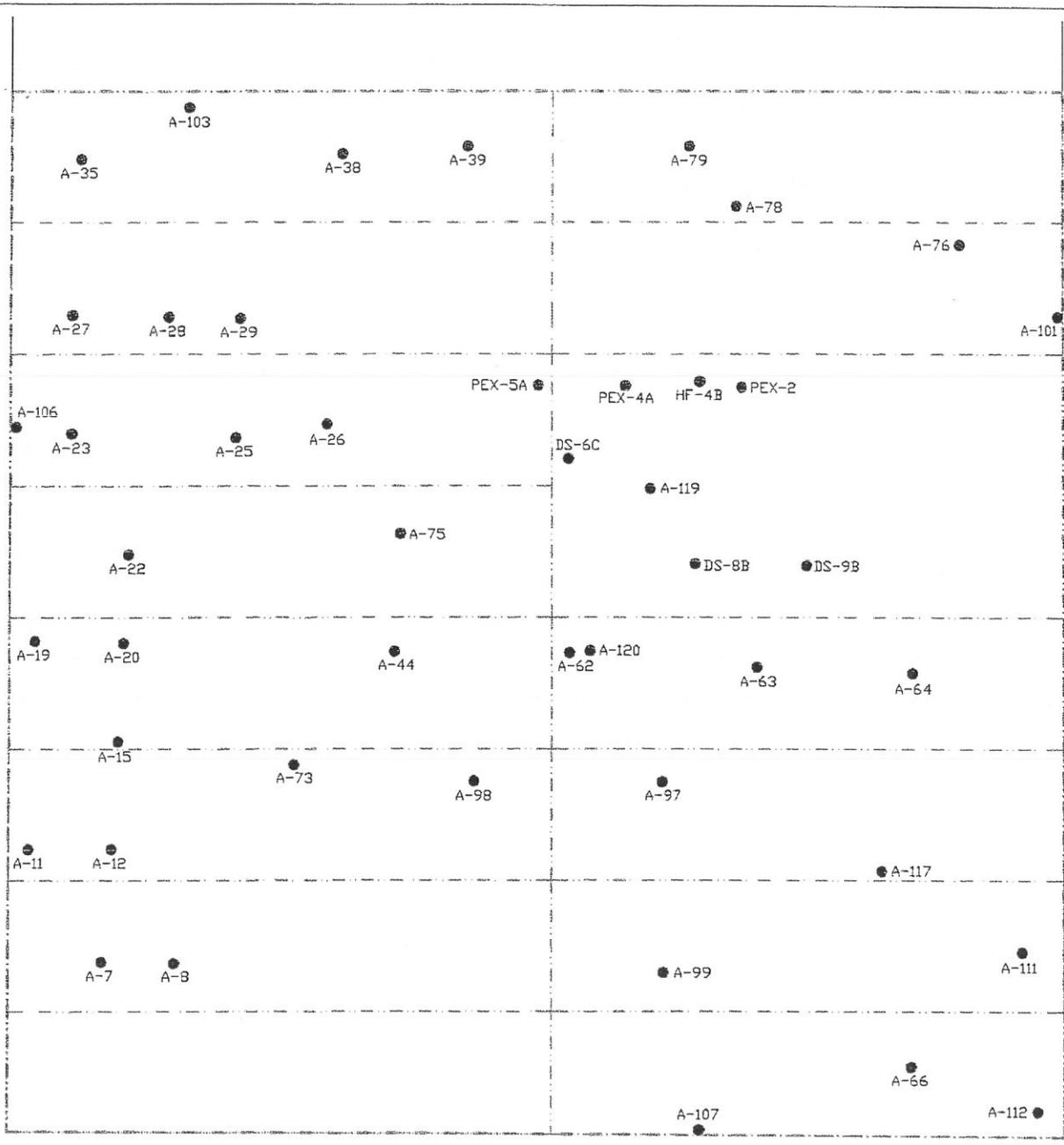
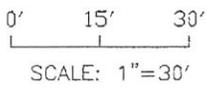
BRINKERHOFF 
 ENVIRONMENTAL SERVICES, INC.

FIGURE B-1C - HISTORIC FILL & LEAD SAMPLE LOCATION MAP
 1100-1114 MADISON STREET
 1101-1113 MONROE STREET
 BLOCK 102, LOTS 1-8 AND 25-32
 HOBOKEN, HUDSON COUNTY, NEW JERSEY

DATE: 4/24/15	JOB NO.: 13BR138	SCALE: 1" = 30'
---------------	------------------	-----------------



11TH STREET



LEGEND
 ● - PCB SAMPLE LOCATION
 A-8

NOTES:
 1. SAMPLES DISPLAYED ARE IN EXCESS OF N.J.D.E.P. SOIL REMEDIATION STANDARDS.
 2. SAMPLE RESULTS AREA PRESENTED ON EXHIBIT B-2B.

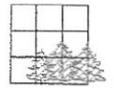
BRINKERHOFF 
 ENVIRONMENTAL SERVICES, INC.

FIGURE B-1C
 PCB SAMPLE LOCATION MAP
 1100-1114 MADISON STREET- 1101-1113 MONROE STREET
 BLOCK 102, LOTS 1-8 AND 25-32
 HOBOKEN, HUDSON COUNTY, NEW JERSEY

DATE: 4/24/15	JOB NO.: 13BR138	SCALE: 1" = 30'
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EXHIBIT B-2A
Restricted Area Data Table

1100-1114 Madison Street and 1101-1113 Monroe Street
Block 102, Lots 1-8 and 25-32
Hoboken, Hudson County, New Jersey

Sample ID:	Sample Date:	Sample Elevation Above Mean Sea Level (AMSL):	Feet Below Ground Surface:	NJDEP Soil Remediation Standards (SRS)		HF-1 8/27/2013 mg/Kg	HF-2 8/27/2013 mg/Kg	HF-6 8/27/2013 mg/Kg	HF-4-1 8/21/2014 mg/Kg	HF-4-2 8/21/2014 mg/Kg	HF-4-3 8/21/2014 mg/Kg
				RDCSRS	NRDCSRS						
METALS											
7439-92-1	Lead	400	800	Lowest	<SRS	424	454	1570	474	862	
SEMI-VOLATILE ORGANIC COMPOUNDS											
56-55-3	Benzo(a)anthracene	0.6	2	Lowest	NA	0.695	13.6	NA	NA	NA	
50-32-8	Benzo(a)pyrene	0.2	0.2	0.2	0.481	0.607	9.91	NA	NA	NA	
205-99-2	Benzo(b)fluoranthene	0.6	2	0.6	0.619	0.692	12.6	NA	NA	NA	
207-08-9	Benzo(k)fluoranthene	6	23	6	NA	NA	6.97	NA	NA	NA	
53-70-3	Dibenz(a,h)anthracene	0.2	0.2	0.2	NA	NA	2.17	NA	NA	NA	
193-39-5	Indeno(1,2,3-cd)pyrene	0.6	2	0.6	NA	NA	5.92	NA	NA	NA	

Sample ID:	Sample Date:	Sample Elevation Above Mean Sea Level (AMSL):	Feet Below Ground Surface:	NJDEP Soil Remediation Standards (SRS)		DS-4A 8/20/2014 mg/Kg	DS-5A 8/2/2014 mg/Kg	DS-5B 8/2/2014 mg/Kg	DS-8A 8/21/2014 mg/Kg	DS-8B 8/21/2014 mg/Kg
				RDCSRS	NRDCSRS					
METALS										
7439-92-1	Lead	400	800	Lowest	719	442	2,330	439	410	
SEMI-VOLATILE ORGANIC COMPOUNDS										
56-55-3	Benzo(a)anthracene	0.6	2	Lowest	NA	NA	NA	NA	NA	NA
50-32-8	Benzo(a)pyrene	0.2	0.2	0.2	NA	NA	NA	NA	NA	NA
205-99-2	Benzo(b)fluoranthene	0.6	2	0.6	NA	NA	NA	NA	NA	NA
207-08-9	Benzo(k)fluoranthene	6	23	6	NA	NA	NA	NA	NA	NA
53-70-3	Dibenz(a,h)anthracene	0.2	0.2	0.2	NA	NA	NA	NA	NA	NA
193-39-5	Indeno(1,2,3-cd)pyrene	0.6	2	0.6	NA	NA	NA	NA	NA	NA

RDCSRS Residential Direct Contact Soil Remediation Standard
NRDCSRS Non-Residential Direct Contact Soil Remediation Standard
AMSL Above Mean Sea Level
mg/Kg Milligrams per kilogram
NA Not Analyzed

BOLD & Shaded Indicates a concentration that exceeds applicable criteria.

Note: Example depths are shown in both Feet Below Ground Surface and their corresponding Feet Above Mean Sea Level Elevations.

1100-1114 Madison Street and 1101-1113 Monroe Street
Block 102, Lots 1-8 and Lots 25-32
Hoboken, Hudson County, New Jersey

Sample ID:	Sample Date:	NJDEP Soil Remediation Standards (SRS)		A-7 1/22/2015 3.5-4.0 1.0-1.5 mg/Kg	A-8 1/22/2015 3.5-4.0 1.0-1.5 mg/Kg	A-11 1/22/2015 3.5-4.0 1.0-1.5 mg/Kg	A-12 1/22/2015 3.5-4.0 1.0-1.5 mg/Kg	A-15 1/22/2015 3.5-4.0 1.0-1.5 mg/Kg	A-19 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg	A-20 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg	A-22 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg	A-23 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg	A-25 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg
		RDCSRS	NRDCSRS										
11096-82-5	Arcoelor-1260	0.2	1	0.36	0.54	0.32	0.49	0.29	0.22	0.68	0.44	0.25	0.55
				Compared Standard Lowest									

Sample ID:	Sample Date:	NJDEP Soil Remediation Standards (SRS)		A-26 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg	A-27 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg	A-28 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg	A-29 1/23/2015 3.5-4.0 1.0-1.5 mg/Kg	A-35 1/23/2015 2.0-2.5 2.5-3.0 mg/Kg	A-38 1/23/2015 2.0-2.5 2.5-3.0 mg/Kg	A-39 1/29/2015 3.0-3.5 1.5-2.0 mg/Kg	A-44 1/29/2015 3.0-3.5 1.5-2.0 mg/Kg	A-55 2/5/2015 3.0-3.5 1.5-2.0 mg/Kg	A-63 2/5/2015 2.0-2.5 2.0-2.5 mg/Kg
		RDCSRS	NRDCSRS										
11096-82-5	Arcoelor-1260	0.2	1	0.75	0.65	0.25	0.66	0.37	0.43	0.88	0.39	0.41	0.53
				Compared Standard Lowest									

Sample ID:	Sample Date:	NJDEP Soil Remediation Standards (SRS)		A-64 2/5/2015 2.0-2.5 2.0-2.5 mg/Kg	A-66 2/5/2015 2.0-2.5 2.5-3.0 mg/Kg	A-73 2/11/2015 2.0-2.5 2.5-3.0 mg/Kg	A-75 2/11/2015 2.0-2.5 2.5-3.0 mg/Kg	A-76 2/12/2015 2.0-2.5 2.5-3.0 mg/Kg	A-78 2/12/2015 2.0-2.5 2.5-3.0 mg/Kg	A-79 2/12/2015 2.0-2.5 2.5-3.0 mg/Kg	A-97 2/26/2015 1.0-1.5 3.5-4.0 mg/Kg	A-98 2/26/2015 3.5-4.0 1.0-1.5 mg/Kg	A-99 2/26/2015 3.5-4.0 1.0-1.5 mg/Kg
		RDCSRS	NRDCSRS										
11096-82-5	Arcoelor-1260	0.2	1	0.46	0.28	0.43	0.43	0.69	0.25	0.27	0.61	0.68	0.39
				Compared Standard Lowest									

Sample ID:	Sample Date:	NJDEP Soil Remediation Standards (SRS)		A-103 2/27/2015 3.0-3.5 1.5-2.0 mg/Kg	A-106 2/27/2015 2.0-2.5 2.0-2.5 mg/Kg	A-107 2/27/2015 3.5-4.0 1.0-1.5 mg/Kg	A-111 3/2/2015 4.5-5.0 0.5-1.0 mg/Kg	A-112 3/2/2015 4.5-5.0 0.5-1.0 mg/Kg	A-117 3/17/2015 2.0-2.5 2.5-3.0 mg/Kg	A-119 3/17/2015 2.0-2.5 2.0-2.5 mg/Kg	PEX-2 3/18/2015 11.0-11.5 -(6.0-6.5) mg/Kg	PEX-4A 4/13/2015 13.5-14 -(8.0-8.5) mg/Kg	PEX-5A 4/13/2015 13.5-14 -(8.0-8.5) mg/Kg
		RDCSRS	NRDCSRS										
11096-82-5	Arcoelor-1260	0.2	1	0.33	0.92	0.37	0.61	0.22	0.62	0.22	0.208	0.571	0.996
				Compared Standard Lowest									

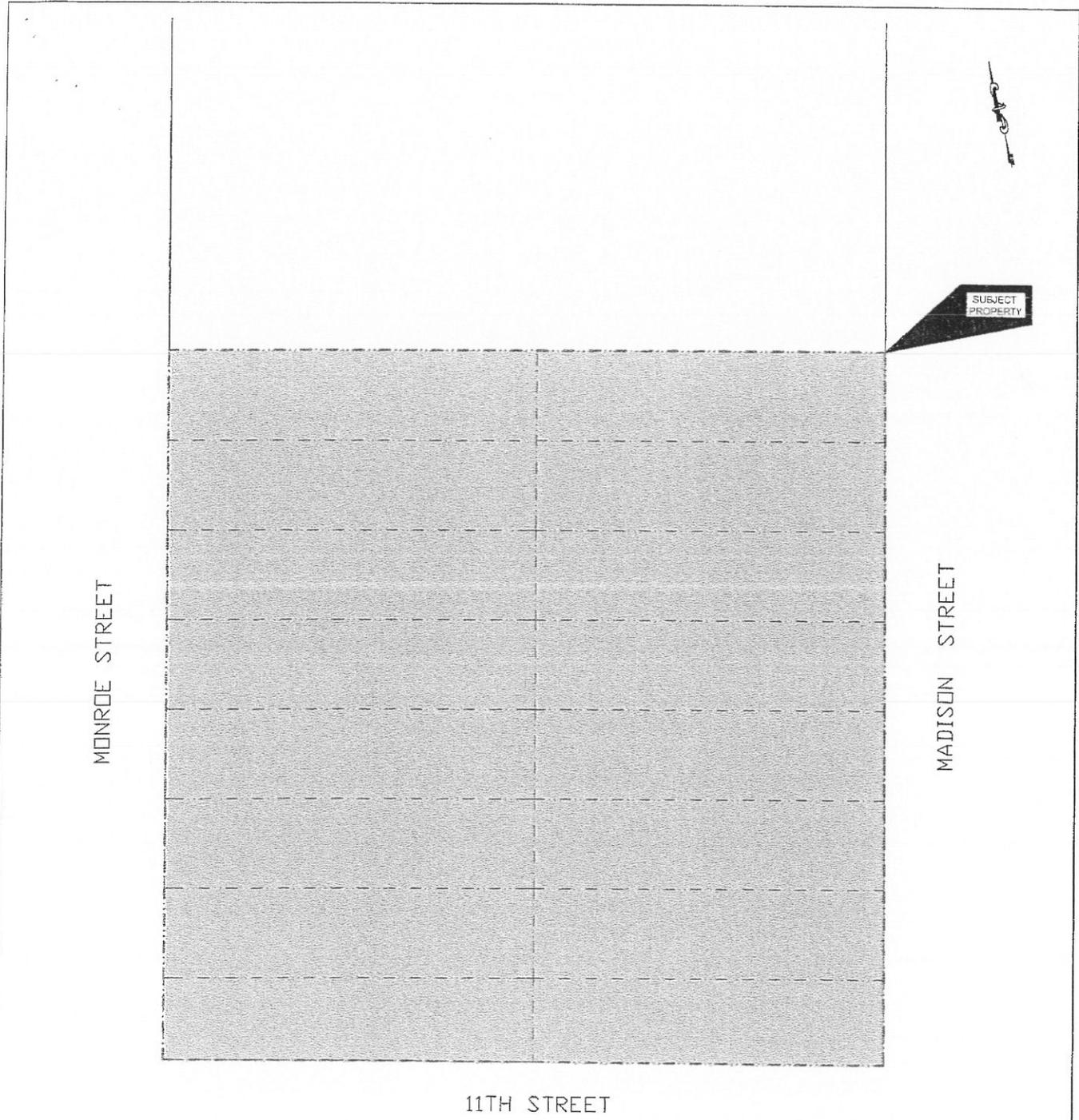
Sample ID:	Sample Date:	NJDEP Soil Remediation Standards (SRS)		DS-6C 8/20/2014 18.0-18.5 -(13.0-13.5) mg/Kg	DS-8B 8/21/2014 11.0-11.5 -(6.0-6.5) mg/Kg	DS-9B 8/21/2014 11.0-11.5 -(6.0-6.5) mg/Kg	HF-4B 8/27/2013 18.0-18.5 -(13.0-13.5) mg/Kg
		RDCSRS	NRDCSRS				
11096-82-5	Arcoelor-1260	0.2	1	0.55	0.36	0.39	0.68
				Compared Standard Lowest			

1100-1114 Madison Street and 1101-1113 Monroe Street
Block 102, Lots 1-8 and Lots 25-32
Hoboken, Hudson County, New Jersey

RDCSRS Residential Direct Contact Soil Remediation Standard
NRDCSRS Non-Residential Direct Contact Soil Remediation Standard
AMSL Above Mean Sea Level
mg/Kg Milligrams per kilogram
BOLD & Shaded Indicates a concentration that exceeds applicable criteria.

Notes:

Example depths are shown in both Feet Below Ground Surface and their corresponding Feet Above Mean Sea Level Elevations.



LEGEND

 - RESTRICTED AREA LOCATION

0' 20' 40'

SCALE: 1"=40'

BRINKERHOFF
 ENVIRONMENTAL SERVICES, INC.

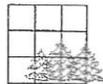


FIGURE B-3 - RESTRICTED AREA MAP (PREVIOUS COVER)
 1100-1114 MADISON STREET
 1101-1113 MONROE STREET
 BLOCK 102, LOTS 1-8 AND 25-32
 HOBOKEN, HUDSON COUNTY, NEW JERSEY

DATE: 4/17/15

JOB NO.: 13BR138

SCALE: 1" = 40'



EXHIBIT C

EXHIBIT C-1

Deed Notice Institutional Control

1100-1114 Madison Street and 1101-1113 Monroe Street
Block 102, Lots 1-8 and 25-32
Hoboken, Hudson County, New Jersey

A. General Description of this Deed Notice

- 1) The Restricted Area comprises the entire Property, consisting of 0.93 acres located at 1100-1114 Madison Street and 1101-1113 Monroe Street in Hoboken, Hudson County, New Jersey. The Property is also identified as Block 102, Lots 1-8 and 25-32.
- 2) The objectives of this Deed Notice are to 1) prevent direct contact with the contaminants exceeding NJDEP residential direct contact soil remediation standards, and 2) protection of public health and safety and the environment.

B. Description of the Monitoring

- 1) The Property Owner shall maintain all engineering controls to ensure that all controls will continue to be a protection of public health and safety and of the environment. The Property Owner shall perform semi-annual inspections of the permeable cap to confirm that the controls are operating as designed and intended, including the integrity, operability, and effectiveness of the controls. The Property Owner shall perform periodic inspections of the Property to determine that the land use does not violate the Deed Notice. The Property Owner shall submit to the NJDEP a Biennial Certification form every two (2) years on the anniversary of the date stamped on the Deed Notice that indicates when the Deed Notice was recorded, documenting the condition of the engineering controls.
- 2) The Property Owner shall notify the NJDEP of any land use changes occurring after the filing of this Deed Notice or the most recent Biennial Certification.
- 3) The Property Owner shall assure the land use is consistent with the restrictions set forth in this Deed Notice. If any site changes occur, the Deed Notice shall be amended to address the new land use, pending approval by the NJDEP.
- 4) The Property Owner and/or designated assignee of the Deed Notice obligations shall compare New Jersey laws, remediation standards, and other regulations applicable at the time the Deed Notice was established with any relevant subsequently promulgated and/or modified law, regulations or remediation standards to determine whether any changes have occurred and/or the institutional control complies with the requirements of the new laws and/or regulations.
- 5) The Property Owner and/or designated assignee of the Deed Notice obligations may be required to perform additional sampling as necessary in order to evaluate the protectiveness of the remedial action as a result of new standards, regulations, or laws.

C. Description of Items within Biennial Certification

- 1) Pursuant to N.J.S.A. 58:10B-13.1, a Biennial Certification form shall be submitted in writing every two (2) years on the anniversary of the date stamped on the Deed Notice that indicates when the Deed Notice was recorded.
- 2) The monitoring report and Biennial Certification shall include the current land use information to determine that no changes have occurred to the Property since the filing of the Deed Notice and/or most recent Biennial Certification.
- 3) The monitoring report and Biennial Certification shall confirm that engineering and institutional controls are being properly maintained and continue to be protective of the public health and safety and the environment.

The Biennial Certification Form shall be submitted to:

Bureau of Case Assignment & Initial Notice
Site Remediation Program
NJ Department of Environmental Protection
401-05H
PO Box 420
Trenton, NJ 08625-0420

EXHIBIT C-2

Deed Notice Engineering Control

Placement of Pervious Surface Cover

1100-1114 Madison Street and 1101-1113 Monroe Street
Block 102, Lots 1-8 and 25-32
Hoboken, Hudson County, New Jersey

A. General Description of Engineering Control

- 1) The engineering control consists of pervious surfaces consisting of a minimum of eighteen (18) inches of clean fill above a demarcation layer of orange plastic construction fence at the interface of existing soils and clean fill. See Exhibit C-2A.
- 2) The objectives of this engineering control are to eliminate the potential for receptor contact with the impacted soils, cease migration of impacted soils, and protect the public health and safety and the environment.
- 3) The engineering control is intended to function as a receptor barrier, limiting the potential exposure to contaminated soils.

B. Description of the Operation and Maintenance:

- 1) The Property Owner and/or designated assignee of the Deed Notice obligations shall inspect all pervious cover to ensure that the integrity, operability, and/or effectiveness of the engineering control has not been breached.
- 2) The Property Owner and/or designated assignee of the Deed Notice obligations shall ensure that the engineering control is designed and installed to protect the public health and safety and the environment from the contaminated soil remaining onsite.
- 3) The Property Owner and/or designated assignee of the Deed Notice obligations shall ensure that any alteration, excavation, and/or disturbance of the engineering control is performed in a timely manner, appropriate measures are performed to maintain the integrity of the engineering controls, and all alteration, excavations, and disturbances are recorded and reported to all appropriate persons.
- 4) The Property Owner and/or designated assignee of the Deed Notice obligations shall periodically inspect the engineering control to ensure that the remedial action is continuing to protect the public health and safety and the environment. The Property Owner and/or designated assignee of the Deed Notice obligations shall additionally ensure that the engineering control is maintained to prevent the possible exposure to soil contamination remaining onsite.

- 5) The Property Owner and/or designated assignee of the Deed Notice obligations shall perform self-inspection of the engineering control. The self-inspection shall identify whether any excavation or other disturbance activities have taken place within the restricted areas and/or any disturbance of the soils at the Property have resulted in unacceptable exposure to soil contamination. A detailed log shall be completed and maintained, documenting all inspection dates, current site conditions, noted site changes, and descriptions of application actions (if required).
- 6) The Property Owner and/or designated assignee of the Deed Notice obligations shall compare New Jersey laws, remediation standards, and other regulations applicable at the time the engineering control was established with any relevant subsequently promulgated and/or modified law, regulations or remediation standards to determine whether any changes have occurred and/or the engineering control complies with the requirements of the new laws and/or regulations.

C. Description of Items within Biennial Certification

- 1) The Property Owner and/or designated assignee of the Deed Notice obligations shall prepare a monitoring report documenting the protectiveness of the engineering control as a remedial action. The monitoring report shall periodically include a review of documented operations and maintenance records for the engineering control, a periodic inspection of the engineering control, comparison of laws, remediation standards and other regulations applicable at the time the engineering control was established with any subsequent promulgated or modified laws, regulations, remediation standards, and development of a detailed log of the persons responsible for monitoring the protectiveness of the remedial action.
- 2) The monitoring report shall include an inspection of the engineering control to ensure that the engineering control integrity and effectiveness is operating as designed.
- 3) The monitoring report shall include an evaluation to ensure that the remedial action continues to be protective of public health and safety and the environment.
- 4) The monitoring report and Biennial Certification shall be submitted to the NJDEP every two (2) years on the anniversary of the date stamped on the Deed Notice that indicates when the Deed Notice was recorded.

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Deed Notice
1100-1114 Madison Street and 1101-1113 Monroe Street
Block 102, Lots 1-8 and 25-32
Hoboken, Hudson County, New Jersey

EXHIBIT C-2A
Deed Notice Institutional Control
Page 2 of 2



EcolSciences, Inc.
Environmental Management & Regulatory Compliance

February 9, 2017

Michael J. Meriney, P.G., LSRP
Excel Environmental Resources, Inc.
111 North Center Drive
North Brunswick, New Jersey 08902

Re: Historic Fill Management Plan for Geotechnical Investigation
1101 Monroe/1100 Madison Street;
Block 102, Lots 1-8 and 25-32,
City of Hoboken, Hudson County, New Jersey
SRP PI# 284639
Soil Remedial Action Permit #: RAP160001

Dear Mr. Meriney:

As you may be aware, PSE&G has proposed to conduct invasive geotechnical and geophysical data collection tests at the property referenced above to determine soil engineering characteristics in advance of future construction. The work will include two test pits and two soil borings. The geotechnical investigations will be completed by Melick-Tully Associates and environmental oversight will be conducted by EcolSciences, Inc. We are aware that this property contains historic fill and has been remediated via the installation of an engineering control (cap), and institutional controls (Deed Notice and Soil Remedial Action Permit (Soil RAP)). The clean soil cap has been installed across the entire property, and consists of an eighteen inch (18") clean soil cap atop a visual demarcation layer.

In order to maintain compliance with the Soil RAP, this Historic Fill Management Plan has been developed to ensure that the integrity of the engineering control is maintained during and subsequent to all invasive work, and to restore the site to the pre-existing conditions. Care will be taken to prevent the mixing of contaminated soil from beneath the cap with the surficial clean cap material.

At the time when investigation activities are initiated, the NJDEP Hotline will be notified of the temporary cap disturbance, and a Communications Center case number will be assigned by NJDEP.

Soil Boring Installation:

Prevention measures to protect the cap prior to the installation of soil borings may include (but are not limited to) the use of plastic sheeting to prevent spoils/drill cuttings from contacting the clean cap, or the relocation of the clean cap materials in the immediate vicinity of the boring prior to drilling. All drill cuttings below the cap will either be returned to the boring, or containerized for offsite disposal by PSE&G. If the clean cap material is relocated before drilling, at the completion of drilling activity, a section of orange plastic contractor's fence will be placed over the disturbed

Michael J. Meriney, LSRP
February 9, 2017
Page 2

area to serve as a visual demarcation layer between the fill material and the cap, and the previously reserved clean soil cap material will be returned and compacted with the equipment.

Test Pit Installation:

The top eighteen inches of clean cap material (down to the demarcation layer) will be removed and reserved for reuse at the completion of the test pit activities. All materials excavated from the below the demarcation layer will be removed and located on plastic sheeting (or placed in a lined roll-off container) so as to prevent mixing with the clean cap material. Care will be taken to prevent spillage onto the clean cap. If the test pit will not be backfilled on the same day as installation, the excavated material will be covered and secured with plastic sheeting so as to minimize contact with the elements.

Test pits will be backfilled in the following manner: soil from beneath the demarcation layer will be returned to the test pit (last out/first in) to the level of the demarcation layer and compacted with the excavator. The demarcation layer (orange plastic contractor fencing) will be installed atop the fill material, and the previously reserved clean cap material will be reinstalled atop the demarcation layer. Any excess soil will be containerized for offsite disposal by PSE&G at an approved facility.

Post-Investigation Activity:

All cap restoration activities will be documented by EcolSciences. A post-closure cap restoration report will be prepared by EcolSciences and reviewed by EcolSciences' LSRP. The report will be provided to the City of Hoboken for future inclusion in the Biennial Certification that is due to NJDEP in October 2017.

I trust that the procedures discussed herein are satisfactory to demonstrate that the engineering control will be protected and restored according to the Soil RAP. If you have any questions, please feel free to call Tim Rutka or me.

Very truly yours,

EcolSciences, Inc.



Peter A. Hansen, LSRP, LEP
Vice President

cc: Peter Maguire, PSE&G
Tim Rutka, EcolSciences

Madison Street Substation Geotechnical Analysis

Madison Street Substation Scope of Work:

This project constructs new 69/4 kV Madison Substation. The works include the conversion of existing Clay Street Substation to a 69/4kV substation. The completion of this project will continue development of the 69 kV network and eliminate considerable 26kV circuit exposure, simplify operations, increase reliability of the Madison Street Substation. This project will satisfy flood mitigation requirements.

Project Scope:

The Company identified Madison Street Substation as a location to be upgraded to 69kV operation. The major portions of the 69kV upgrades at Madison Street include:

- a) Installation of a one (1) seven (7) breaker GIS Ring Bus arrangement with three (3) line positions, four (4) transformer positions, and all associated relaying, supporting structures, disconnects and bus.
- b) Install elevated structures (FEMA flood zone ABFE plus 1 foot) supported by a pile foundation system for all 69 kV equipment, including the GIS building.
- c) Install a GIS 69 kV GIs precast concrete building with control room elevated above the FEMA flood zone ABFE plus 1 foot.
- d) Install four (4) high impedance 69/4kV Power transformers with no LTC.
- e) Installation of 20 ft. tall perimeter wall around the new acquired lot and existing station.

PSE&G will acquire a new lot located on Block 102, Lots 1-8 adjacent to the existing Madison Street Substation. This scope covers two borings, and two test pits on this acquired lot for installation of new 69 kV GIS building and other electrical items as described above. This scope also includes two test pits to be performed on existing station, Block 102, lot 7. Preliminary borings and test pits location plans are provided for reference. Geotechnical vendor will have to determine exact location with PSE&G approval depending upon accessibility of the drilling equipment.

Existing Site Conditions:

This existing station and a new lot to be acquired have been identified as AE flood zone on FEMA flood map with ABFE of 11 feet NAVD-88. The site is vacant and consists of historic fill that has been remediated via the use of an engineering control (in the form of a cap), and institutional controls in the form of a Deed Notice and Soil Remedial Action Permit (Soil RP). The NJDEP Site Remediation Program (SRP) Preferred Identification (PI) for the site is 284639. The cap consists of eighteen inches (18") of certified clean fill atop a visual demarcation layer (orange plastic contractor fence) atop "native" historic fill.

Geotechnical Vendor Scope of Work:

1.1 GENERAL

- 1.2 All specifications, codes, standards, statutes and methods cited herein are implied to be of the latest issue and revision unless indicated otherwise.
- 1.3 This specification establishes the general and technical requirements for

PSE&G's (CLIENT) subsurface investigations. The purpose is to provide consistent data and support to the project team for the proposed design, construction and modification of various sub and switching stations. Overall, the service to be provided includes digging or drilling, a laboratory testing program and a report for submittal. The general goals of the investigation include determining geotechnical engineering properties for foundation, dewatering and storm water design.

- 1.4 To accomplish these goals, a subsurface exploration program consisting of several supervised borings and/or test pits must be performed at the site. Depths, locations and testing criteria are to be defined in the sections to follow.

2.1 REQUIREMENTS & USE

- 2.2 Explore the subsurface soil and groundwater conditions as close as possible to the locations identified to the geotechnical contractor (CONSULTANT).
- 2.3 Evaluate the site foundation requirements considering the proposed construction (THE PROJECT) and encountered subsurface conditions.
- 2.4 Recommend appropriated types of foundations for support of the proposed improvements and provide geotechnical-related foundation design and installation criteria, including an estimate of Site Class for seismic design purposes and defined by the International Building Code (IBC) as adopted by the New Jersey Uniform Construction Code (NJUCC) NJAC 5:23.
- 2.5 Discuss appropriate earthwork operations or considerations consistent with the proposed construction and encountered subsurface conditions. These may include management of groundwater, dewatering, estimated depths of excavation required to remove unsuitable materials, evaluation of the suitability of the site soils for use as controlled compacted fill and backfill, as well as material and placement requirements for controlled fill and backfill.
- 2.6 To comply with the terms of the Soil Remedial Action Permit and Deed Notice.

3.1 DELIVERABLES

3.2 Deliverables from Geotechnical contractor (CONSULTANT):

- 3.2.1 The data collected from the soil and geotechnical tests are to be compiled and presented in an organized, results report for the detail design team. Sections may include but are not limited to the following:
- 3.2.2 A discussion of the proposed construction: If available, a high level scope will be provided by the CLIENT for the CONSULTANT to acknowledge the expectations and role of their work in design of the project.
- 3.2.3 Purpose and Scope of Work: background information detailing the nature of the borings.

3.2.4 Site Conditions: including notable surface and geographical features, surface materials and subsurface conditions, and subsurface conditions encountered at the site shall be discussed based upon stratigraphic sequence observed and local geology. A general description of the engineering properties or parameters determined from the investigation and applied to foundation recommendations shall be provided. Prevailing groundwater elevations observed and those recommended for design shall be noted. Previous construction activity that may have created subsurface openings or fills should be discussed as well.

3.2.5 Findings and Recommendations: general to the site and recommendations specific to the project, foundation recommendations, site preparation and earthwork guidelines, OSHA excavation regulations and soil classification (Unified Classification System), groundwater, storm water management recommendations, and dewatering recommendations, expected settlement, the seismic design criteria including IBC site classification. Where applicable, the geotechnical engineering report shall include recommendations and design criteria for storm water infiltration/groundwater recharge drainage basins.

3.2.6 Design Parameters for Deep Foundations shall include, but are not limited to, the following:

- Minimum embedment lengths
- Ultimate skin friction and end bearing values for compression and uplift for each soil or rock stratum encountered.
- Uplift loading
- Appropriate factors of safety to utilize in design
- Estimated settlement
- Design water conditions
- Lateral design parameters for use in the computer program LPILE Plus
- Recommended soil model type, effective unit weight, cohesion or friction angle for each soil stratum encountered
- Pile driving criteria
 - Hammer specifications
 - PDA testing requirements
 - Lateral capacities
 - Splicing Specifications
 - Butt/tip diameters
 - Steel pipe pile, timber pile and helical pile recommendations

3.2.7 Design Parameters for Shallow Foundations shall include, but are not limited to, the following:

- Net allowable bearing pressure values
- Resistance to sliding at the anticipated bearing depths
- Possibility of allowing for overstressing to shallow foundations under short sustained seismic or wind loads shall be addressed
- Appropriate factors of safety to utilize in design
- Estimated settlement
- Design water conditions (and any buoyancy factors)
- Minimum cover for frost depth
- Seismic conditions or hazards
- Requirements for over-excavation and replacement of subgrade materials shall include distances or extent of limits and depths to which over-excavation and structural fill will extend

3.2.8 Design Parameters for Basements and Lateral Earth Pressures (where applicable) shall include, but are not limited to the following:

- At rest lateral earth pressures shall be provided for below grade vertical walls. It is preferred that the lateral earth pressures be provided as equivalent fluid pressure values, however, equations may be developed for the same.
- Any assumptions relating to the construction method or type backfill shall be outlined in detail (i.e. granular, cohesive, drained or undrained conditions).
- Active, passive, and at-rest coefficients used in determining these pressures shall be noted.

3.2.9 Appendix: Boring locations, Log of borings, Gradation curves, soil classification, limitations of the report presented, photographs of soil samples and site visit and any previous reports issued by the CLIENT specific to the project.

3.2.10 Other major sections may include:

- Compaction requirements
- Grading recommendations
- Lateral earth pressure
- Slope stability and excavations / Excavation requirements
- Evaluation of geologic hazards
- Corrosion potential and chemical impact on concrete
- Seismic hazards
- Remediation recommendations (where applicable)

- 3.2.11 Five (5) hard copies of the draft report, signed and sealed by a registered professional engineer in the state of New Jersey, are to be mailed directly to the requesting PSE&G CIVIL ENGINEER as well as an electronic copy through email.
- 3.2.12 Following receipt and incorporation of comments from the ENGINEER regarding draft report, the final report shall be provided to PSE&G. If required by PSE&G, the CONSULTANT shall make available upon request all documented calculations to the ENGINEER.

4.1 REQUIRED TESTS

- 4.2 **The Geotechnical Vendor shall provide a detailed specification of the testing procedures required to obtain the requested data below to PSE&G for approval. All of the tests are to be performed for this SOW. The consultant is to develop a Boring Plan and Resistivity testing location plan based on the information provided. These should be developed based on the SOW provided above and the Consultant's expertise surrounding the extent of testing required for this site.**
- 4.3 Laboratory tests shall be performed by the CONSULTANT to classify soils and obtain geotechnical physical characteristics for soils and rock such as strength, compressibility and compaction. These tests are to be performed in quantity and quality consistent with local and industry geotechnical engineering practices and as specified by PSE&G Civil Engineer or A/E Representative. Required tests depend upon the type of soil and/or rock encountered during drilling and sampling.
- 4.4 For Dewatering & Storm Water Management Recommendations:
 - 4.4.1 Discharge Data – Percolation Rates/Infiltration
 - 4.4.2 Recharge Data – Recharge Rates
 - 4.4.3 For all storm water recommendations and design criteria, reference NJ Storm Water Management Best Management Practices (BMP) - Appendix E.
 - 4.4.4 Conditions present at the site requiring groundwater control, dewatering or surface drainage during excavation and construction shall be discussed in the report.
 - 4.4.4.1 Anticipated types of dewatering shall be described along with extent or time of operation.
 - 4.3.1.2 Special consideration to exposed sub-soils within the bottom of excavations during construction shall be addressed.
- 4.5 Soil Water Properties:

- 4.5.1 Water table depth at the time of test (to be stated in the boring log and in a detailed description in the “Findings and Recommendations” section of the report).
- 4.5.2 Estimated seasonal high water table (to be stated in the boring log and in a detailed description in the “Findings and Recommendations” section of the report).
- 4.5.3 Provide a description of the soil layering and soil grain analysis, soil permeability, and other soil characteristics in the vicinity of the storm water management system required for design in accordance with NJ Storm Water Management Best Management Practices (BMP) – Appendix E.
- 4.5.4 Report shall also provide recommendations regarding surrounding drainage aggregate, aggregate filter material or geotextile as deemed necessary to prolong the use of the infiltration system.
- 4.5.5 Estimated permeability rates (to be stated in the “Findings and Recommendations” section of the report with further recommendations on storm water management approaches given the results).

4.5.5.1 Permeability Testing:

4.5.5.1.1 Perform permeability or percolation testing in accordance with NJDEP guidelines for determination of both the horizontal and vertical components (if noticeably different) of the soil hydraulic conductivity and infiltration rate. Identify hydraulic soil group(s) at the potential drainage areas.

4.5.5.1.2 Obtain soil samples within the upper layers to determine moisture content, grain size analysis, Atterberg limits and classification. Identify soil texture class per USDA NRCS National Soil Survey Handbook. Provide infiltration rates and hydraulic conductivities.

4.5.5.1.3 Acceptable tests include the following except where exempt by state or local codes – i.e. NJDEP:

- a) Guelph Permeameter (ASTM D5126-90-Method)
- b) Falling Head Permeameter (ASTM D5126-90 Method)

- c) Double Ring Permeameter or Infiltrometer (ASTM D3385-03, D5093-02, D5126-90 Methods)
- d) Amoozemeter or Amoozegar Permeameter (Amoozegar 1992)
- e) Tube Permeameter, Percolation Test, Pit Bailing Test or Basin Flood Test (for bedrock) described within NJ Storm Water Management Best Management Practices (BMP) – Appendix E
- f) Alternative test not listed will be considered upon review by ENGINEER and PSE&G.

4.5.5.1.4 The infiltration test should be completed in accordance with the NJDEP SMP Manual or between 5 to 7 feet below final grade and/or within representative soils above the groundwater table. The test pits and permeability testing shall be completed in tandem in accordance with NJDEP guidelines.

4.5.5.1.5 Geotechnical contractor shall provide a detailed specification of the testing procedures utilized to obtain the required permeability data to PSE&G for approval.

4.6 Soil Classification:

- 4.6.1** Mechanical grain size analyses, material description, gradation, compactness, consistency, moisture content, etc.
- 4.6.2** Soil classification is to be identified using Unified Soil Classification System.
- 4.6.3** Soil classification is to be stated in the boring log and the detailed description in the “Findings and Recommendations” section of the report.
- 4.6.4** Structural properties of the soil are to be provided including, but not limited to, bearing pressure, compaction capabilities, cohesiveness, foundation recommendations, shear strength, Atterberg Limits, slope stability, settlement estimates and seismic hazards.
- 4.6.5** If applicable, obtain continuous rock core samples and store in core boxed in accordance with ASTM D2113. Take color photographs of each complete core box for inclusion in the report.
- 4.6.6** Sampling:
 - 4.6.6.1** Samples shall be obtained from the borings at regular intervals and at soil layer interfaces where material

characteristics change. Obtain samples at 2.5 feet intervals down to 15 feet and 5 feet intervals beyond by the following methods:

- a) Split-Barrel Sampler (SPT) or Ring-Lined Barrel Sampling in cohesionless soils (sands, gravels) and hard soils: D1586 or D3550.
- b) Thin-Walled Tube (Shelby) in cohesive soils (silty clays, sandy clays and material with adhesive binder): D1587.
- c) Obtain bulk samples of the near-surface materials for compaction testing.

4.6.7 TEST PIT METHOD:

The CONSULTANT shall maintain a detailed test pit log of the excavations associated with the test pits including test pit number, location and date of excavation, surface elevation, a description of the type of equipment used for excavation, a detailed description of the materials encountered, sampling depths and types, samples recovered, water level readings and any other pertinent information regarding the soils or excavation operations. Final test pit logs shall include soil classification of the materials encountered with regard to applicable USCS soil classification standards. Adequate safety measures shall be used during the excavation of the test pits and during the performance of the permeability tests (if the permeability test are located in an excavated section). Upon execution of the necessary permeability testing and excavation, photographs shall be provided of the test pits and permeability setup. The test pits shall be backfilled in a manner compliant with the Soil RAP and adequately compacted with the bucket of the backhoe. Refer to section 5.0 for additional information on backfilling.

For this SOW at least two (2) test pits shall be completed at existing station and at least two (2) test pits shall be completed at new lot to be acquired adjacent to the existing station. It is the Consultant's responsibility to establish the location of these test pits to be submitted to PSE&G for approval.

4.6.8 BORING METHODS (if applicable):

Borings shall be advanced with drilling methods that minimize the potential for disturbance, sloughing or mixing of materials within soil samples. Soil boring depths should reach on the order of 50 feet below the existing surface level where appropriate or to the depth of impenetrable rock unless otherwise recommended by the CONSULTANT. When water is encountered within a hole in

Cohesive material, rotary wash drilling methods with bentonite or polymer slurry shall be used, in which positive head is maintained within the hole. Water levels encountered as well as the method used in advancing drilling shall be indicated on the respective boring logs or within the report.

Where rock core samples are obtained, the boring logs shall include detailed information regarding the rock types, rock formations, degree of hardness, extent of weathering, percentage of recovery, and Rock Quality Designation (RQD) values.

For this SOW at least two (2) borings shall be completed at new lot to be acquired adjacent to the existing station. It is the Consultant's responsibility to establish the location of these borings to be submitted to PSE&G for approval.

4.7 Geothermal Testing:

- 4.7.1 This test is required for buildings with a basement in which excavation approaches 10 feet. All GIS buildings require this test.
- 4.7.2 Samples for thermal testing are to be taken at 3 feet and at 8 feet where indicated on the boring log.
- 4.7.3 Samples should be obtained according to Geotherm's specifications (Section 9.0 – Attachments).
- 4.7.4 Proper sampling techniques shall be used, adequate sample size is obtained and samples shall be stored and shipped properly in accordance with Geotherm, Inc. specifications.
- 4.7.5 If conditions warrant additional testing, the ENGINEER will authorize additional locations for testing at the established unit prices.
- 4.7.6 Testing shall include a description of the soils, moisture content, density and thermal dryout tests (thermal resistivity versus moisture content) and shall be in accordance with ASTM D5334.
- 4.7.7 The data from the geothermal testing shall be provided to the ENGINEER within the geotechnical engineering report (refer to section 3.2 of this specification). The report shall include a summary of the laboratory test results and Geotherm's evaluation of the results.
- 4.7.8 A minimum of samples as indicated for laboratory geothermal testing shall be obtained at locations as directed. General requirements for sampling are noted below. However, Geotherm, Inc. should verify these procedures.

- 4.7.8.1 If cohesive soils (clayey or silty) are encountered, samples should be taken in normal 3” diameter Shelby tubes or larger diameter California sampler with brass liners. Otherwise, standard split spoon samples or auger cuttings should be taken.
- 4.7.8.2 The samples should be representative of the soil at the cable (or duct bank) burial depth. If the soil above this elevation is different, it should be sampled as well.
- 4.7.8.3 Undisturbed tube samples should be about 6” long and disturbed (bulk) samples should be about 5 pounds in weight.
- 4.7.8.4 Tube samples should be sealed at both ends with plugs or plastic caps to minimize disturbance and moisture loss during shipment. Disturbed (bulk) samples should be contained in heavy-duty zip-lock bags and properly sealed to ensure natural moisture content.
- 4.7.9 Thermal Soil Properties (performed by Geotherm, Inc.):
Samples should be provided to Geotherm in accordance with their specifications (refer to section 9.0 – Attachments). All fees shall be covered by CONSULTANT [4 complete series; testing at 3 feet and 8 feet as indicated].

Geothermal testing is required for this Scope of work.

4.8 Resistivity Testing:

- 4.8.1 The preferred method to measure resistivity is the Wenner four-point instrumentation method (as described in IEEE Standard 81-2012 “Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System”), rather than the Soil Box Method. **The Consultant should use the attached plan with new equipment marked in red to develop the limits of resistivity testing.**
- 4.8.2 Applicable codes and standards for resistivity testing:
 - 4.8.2.1 American Society for Testing and Materials (ASTM) – G57-06 Standard Test Method for Field Measurement of Soil Resistivity using the Wenner Four-Electrode Method.
 - 4.8.2.2 Institute of Electrical and Electronics Engineers (IEEE) – 81-2012 Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.
 - 4.8.2.3 Occupational Safety and Health Administration (OSHA) , Department of Labor, 29 CFR Part 1910 - Occupational

Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

- 4.8.3** The field test results shall be recorded as indicated on the attached sample from "Soil Resistivity Field Report" (refer to section 9.0 - Attachments). The report shall include the weather condition, temperature, soil type and soil conditions at the time the test was performed.
- 4.8.4** The soil resistivity test should be performed in accordance with the following:
 - 4.8.4.1** All of the points shall be tested using the Wenner four-point method.
 - 4.8.4.2** Readings shall be per the proposed resistivity test location drawing, as applicable.
 - 4.8.4.3** If there is any physical interference or safety hazard in testing diagonally, the tested two perpendicular traverses alongside in existing substation is acceptable to establish the average resistivity.
 - 4.8.4.4** Stray currents, buried water pipes, cable sheaths and other factors may interfere and distort the readings. Should this be the case, additional measurements should be taken along other traverses at each site as a minimum.
 - 4.8.4.5** Readings are usually taken at horizontal probe spacing of 2.5, 5, 10, 15, 20, 30, 40, 60 and 80 feet.
 - 4.8.4.6** Bad data should be checked in the field and alternate results should be determined. The inability to take any measurements must be recorded.
- 4.8.5** A minimum of two (2) measurements are required for each depth as follows:
 - 4.8.5.1** A longitudinal measurement by alignment of the four test probes parallel to the orientation of the substations structures.
 - 4.8.5.2** A perpendicular measurement for the purpose of determining the possible influence of unknown underground metallic installations in the area that may interfere with test results. To evaluate results, it may be necessary to make a third test away from the vicinity of a suspected underground installation.
 - 4.8.5.3** The soil resistivity testing equipment used shall have a calibration record issued by the manufacturer or certified laboratory within one calendar year. A copy of the

calibration report shall be submitted with the field measurement test results.

- 4.8.6 Standard grounding methods shall be:
 - 4.8.6.1 Deep driven ground rods, with varying depths, 10-30ft. from grade in soft and medium hard soils,
 - 4.8.6.2 The radial counterpoise buried 18-24 inches below grade in case of shallow rock or hard soils not permitting driving the rods, and
 - 4.8.6.3 A combination of both, as required to obtain a specified grounding resistance.
- 4.8.7 The field measurements shall be taken to avoid interferences from nearby objects. A pipe, existing structure foundations or existing grounding system could influence the measurements. The CONSULTANT shall obtain multiple measurements at each structure location and provide an average measurement best representing the true site soil resistivity condition.

It is the Consultant's responsibility to establish the location of these tests to be submitted to PSE&G for approval.

- 4.8.8 Field testing shall be performed when there is no snow/ice cover on the ground and no ground frost is present. Otherwise, measured resistivity may be exceptionally high.

4.9 Corrosion Potential and Chemical Attack on Concrete:

- 4.9.1 An evaluation of representative subsurface materials shall be performed to provide laboratory test results for chemical constituents, specifically pH, chloride ion, soluble sulfates and electrical resistivity, as well as redox potential and sulfides. These parameters are required to evaluate the potential for corrosion of underground piping, for design of grounding and for selection of cement type to resist potential sulfate attack. CONSULTANT'S local experience and expertise may be applied to evaluate the potential for corrosion at the site in lieu of the laboratory testing, as long as CONSULTANT'S experience and expertise is well established for the applicable site area.

For this Scope of work Resistivity Testing is required.

5.1 FIELD WORK PROCEDURES

- 5.2 Coordinate all site visits with PSE&G Inside Plant Construction Department and PSE&G IP Civil Engineer. Site Escorts, safety watchers, and site access will be provided by IP Construction Department

- 5.3** Mark-out Requirements and CALL BEFORE YOU DIG are to be adhered to prior to any excavation work on site. Refer to PSE&G General Specification Civil05 – Excavation & Trenching
- 5.4** During the course of work, any obstructing trees and vegetation within PSE&G's property may be cleared or trimmed. Tree clearing permit requirements are to be coordinated with PSE&G and are the responsibility of the Consultant.
- 5.5** Unless otherwise noted, excavation equipment is provided and operated by PSE&G for Test Pits, etc.
- 5.6** All field work is to be performed under direct technical observation of a Geotechnical Engineer supplied by the Consultant and field representation by PSE&G IP Construction.
- 5.7** All drill cuttings will either be returned to the bore hole, or containerized in drums provided by PSE&G for eventual off-site disposal by PSE&G. Care will be taken to prevent the mixing of contaminated soil from beneath the cap with the surficial clean cap material. Procedures to be used may include (but are not limited to) the use of plastic sheeting to prevent spoils/drill cuttings from contacting the clean cap, or temporarily relocating the clean cap materials in the immediate vicinity of the boring prior to drilling. If the clean cap material is relocated, at the completion of drilling activity, a section of orange plastic contractor's fence will be placed over the disturbed area, and the reserved clean soil material will be returned atop the demarcation layer and compacted with the equipment. The backfill material and technique shall be noted on the boring logs.
- 5.8** The top eighteen inches of clean cap material (down to the demarcation layer) will be removed and reserved for reuse at the completion of the test pit activities. All materials excavated from the below the demarcation layer will be removed and located on plastic sheeting so as to prevent mixing with the clean cap material. Care will be taken to prevent spillage onto the clean cap. If the any test pit will not be backfilled on the same day as installation, the excavated material will be covered and secured with plastic sheeting so as to minimize contact with the elements.
- 5.9** Ground surfaces will be disturbed and rutting may occur as a result of heavy machinery. Unless otherwise indicated, re-leveling of the ground surface is to be performed per station drawings and where tests and rutting occurred. Re- leveling of ground surface where tests and rutting occurred.

- 5.10 Drill cuttings and fluids will be containerized in drums to be left at the site for waste classification, sampling and laboratory testing by PSE&G Resource Recovery and subsequent appropriate off-site disposal by others.
- 5.11 Any variations from this specification to be performed on site are to be provided to PSE&G for approval.

6.1 SAFETY PROCEDURES

- 6.2 Odors encountered in the soil during excavation are to be reported to PSE&G for further investigation.
- 6.3 Prior to conducting the testing, all personnel involved in the testing must review and discuss the pertinent test procedures and the job hazard analysis; and address the safety aspects of the testing activities. Coordination should be conducted with PSE&G's local IP Construction Representative at site to determine allowable space for working and details related to safety and other issues.
- 6.4 The Contractor shall coordinate with all underground utilities to locate and mark any underground utility in the vicinity of each test location prior to perform any measurements. The underground utilities shall be verified by PSE&G's local IP Construction Representative.
- 6.5 All contractors must follow proper procedures regarding New Jersey's "Call Before You Dig" notification procedure in accordance with the New Jersey Underground Facility Protection Act and New Jersey Administrative Code.

CONTRACTORS MUST CALL 1-800-272-1000 FOR A FREE MARKOUT NOT LESS THAN THREE (3) FULL BUSINESS DAYS OR MORE THAN TEN (10) FULL DAYS IN ADVANCE BEFORE DIGGING.

- 6.6 Known underground and overhead facilities exist immediately adjacent to the work area. The PSE&G Construction Specialist will assist in identifying these facilities. The Contractor shall exercise caution when excavating, and shall contact the Company immediately upon discovering previously unknown or unidentified underground facilities.
- 6.7 The existing substation and switching station equipment, adjacent to the work area, is energized. Caution shall be exercised accordingly. The CONSULTANT shall maintain a minimum clearance from energize

equipment at all times as required per the applicable OSHA and related safety requirements.

- 6.8** Care shall be used while operating equipment within areas of known underground and overhead distribution facilities. Restrictions may be placed regarding the use of certain equipment. All equipment must be grounded by approved methods.
- 6.9** 24-hour access is required by PSE&G to the existing substation. Care must be taken not to impede or impact access with construction material, vehicles and equipment.
- 6.10** All MSDS sheets shall be available at project site.
- 6.11** The Contractor shall submit a written job hazard analysis (“JHA”) to Linda Engelhardt at Linda.Engelhardt@pseg.com / Phone No. 908-412-7004 prior to mobilizing. Company safety personnel will review the JHA with Contractor to ensure it is compatible with the Work and the Site. This Work plan should reference information outlined in 29 CFR 1926 OSHA Construction Industry Regulations and must include requirements explained in Subpart V §1926.957 and Subpart R §1910.269.
- 6.12** The Contractor shall perform Work in strict accordance with all applicable Company protocols. These protocols shall be adhered to, implemented and followed by all persons on all levels including Contractor, its Subcontractors, and all other contractors, throughout the entire Project life cycle. The Contractor shall communicate these protocols to any person or entity entering the Site. This communication creates a heightened awareness of work environment and surroundings, which is essential when working around overhead lines and with equipment in control houses.
- 6.11** The Contractor shall perform tailboard meetings at the start of each day and whenever it is deemed necessary by Contractor due to change(s) in Project Site conditions. Tailboard meetings must be specific to the job activities for that day and involve all disciplines working for Contractor including Subcontractors. A copy of the tailboard meeting, including signatures of all Contractor personnel and Subcontractor personnel in attendance, shall be given to the Company supervisor.
- 6.12** All equipment moved on Site must be escorted by Contractor’s own personnel (The Company provided Safety Watcher will not have this responsibility). The standard personal protection equipment (“PPE”) required for the Work includes, but is not limited to hard-hat, sturdy work shoes, gloves and safety glasses. The Contractor shall also furnish the additional PPE required for its specific tasks.

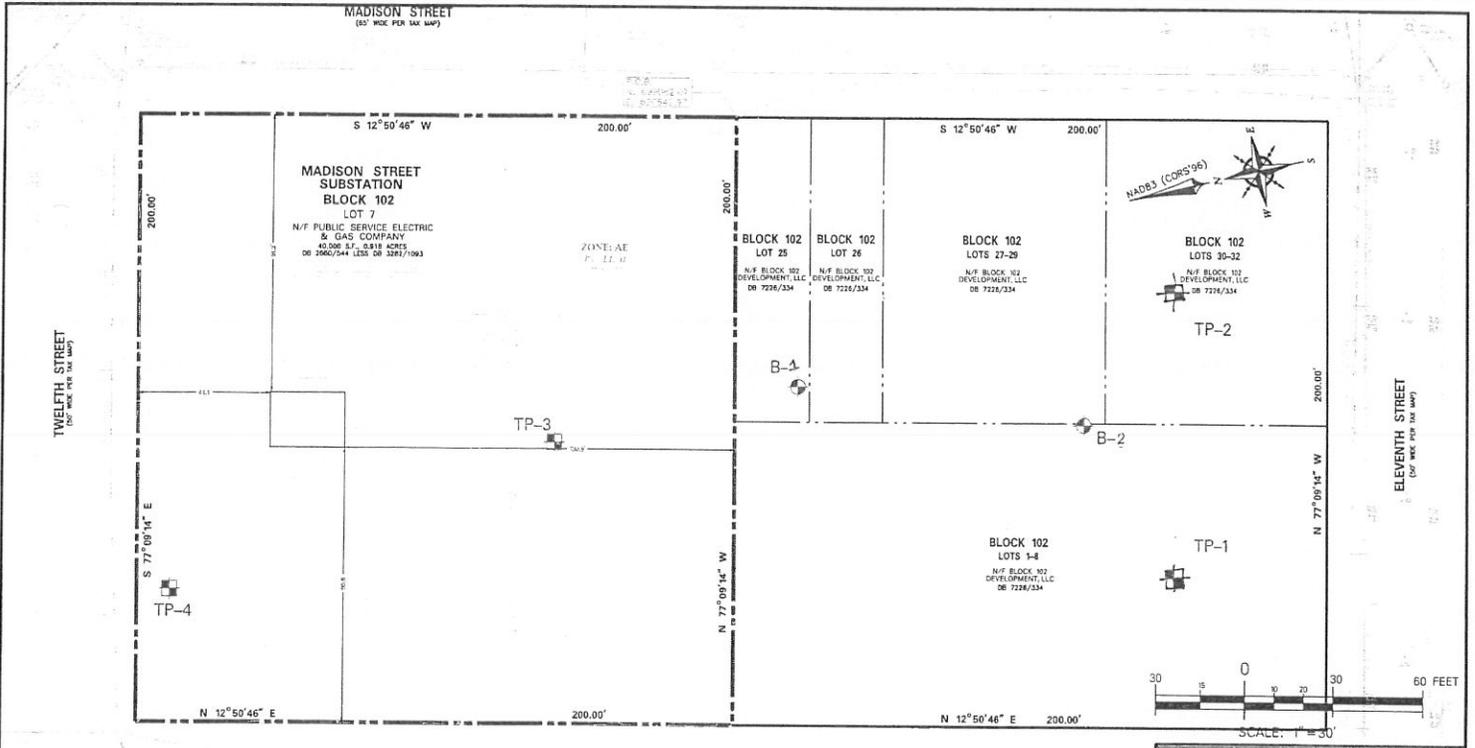
6.13 The Contractor shall submit a list of all personnel intending to perform work at the Project Site. Each such personnel shall state his/her compliance with the Company's health and safety requirements.

7.1 **ATTACHMENTS**

7.2 Site Layout Plan

7.3 Geothermal Specifications

7.4 Sample Soil Resistivity Test Report



LEGEND:

- PROPERTY BOUNDARY LINE
- BLOCK & FRONT OF WALK LINE
- "M" LOT LINE
- EASEMENT
- 10' SIDEWALK ELEVATION
- 10' TOP OF CONC PAD ELEVATION
- EXISTING MAJOR CONDUIT
- EXISTING MINOR CONDUIT
- DISTURBED WIRING
- UNDERGROUND GAS
- UNDERGROUND ELECTRIC
- EXISTING FENCE
- UTILITY POLE
- LIGHT POLE
- EXISTING PAVEMENT
- EXISTING GRAVEL
- TEST WELLS
- BORING LOCATION

MONROE STREET
(60' WIDE PER TAX MAP)

3. PROPOSED LOCATIONS ARE APPROXIMATE. VENDOR SHALL FIELD VERIFY SITE ACCESSIBILITY AND FINALIZE LOCATIONS WITH PSEG APPROVAL
 NOTES: 4. VERIFY EXISTING UNDERGROUND UTILITIES AND OVERHEAD LINES PRIOR TO BORING.

1. HORIZONTAL DATUM = NAD-83(CORS'96)
 VERTICAL DATUM = NAVD-83 (GEOID'98)
2. THE SUBJECT PREMISES LIES WITHIN AN AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD DESIGNATED AS ZONE AE (ELEV. 11 FT.) AS SHOWN ON A MAP ENTITLED, "FIRM FLOOD INSURANCE RATE MAP, HUDSON COUNTY, NEW JERSEY (ALL SUBDIVISIONS), PANEL 43 OF 18, COMMUNITY: HOBOKEN, CITY OF, NUMBER: 340222, PANEL: 0043, SUFFIX: E, MAP NUMBER: 340700048, PRELIMINARY DATE: DECEMBER 20, 2013". ELEVATIONS ON THIS MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. SHEET NO. 28 OF TAX MAPS OF THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY.
1. BOUNDARY & TOPOGRAPHIC SURVEY OF MADISON STREET SUBSTATION, LOT 7, BLOCK 102, CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY, PREPARED BY KENNON SURVEYING SERVICES, INC., DATED 8/27/12.
2. BOUNDARY & TOPOGRAPHIC SURVEY OF LOT 1, BLOCK 102, CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY, PREPARED BY KENNON SURVEYING SERVICES, INC., DATED 9/21/15.

PSEG
 Services Corporation
 SURVEYS & MAPPING

CORPORATE HEADQUARTERS
 40 Park Plaza 7E9
 Newark, N.J. 07102-4154
 Phone: (973) 420-6952
 Email: surveying@pseg.com

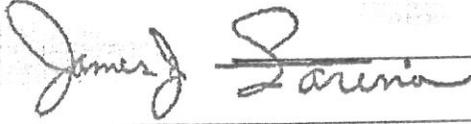
MADISON STREET SUBSTATION
 CITY OF HOBOKEN BORING LOCATION PLAN, HUDSON COUNTY, N.J.
EXHIBIT A - CITY PROPERTY

DRAWN: AT CHECKED: BSG SCALE: AS SHOWN
 DATE: 12/23/16 EXAMINED: SKA AUTH: PLS/12042

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

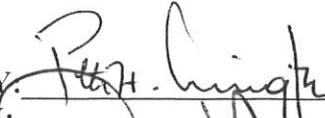
AT A MEETING HELD ON:

FEB 15 2017



CITY CLERK

SPONSORED BY:
SECONDED BY:




CITY OF HOBOKEN
RESOLUTION NO.: _____

**RESOLUTION AWARDING A ONE YEAR PROFESSIONAL SERVICE
CONTRACT TO USA ENVIRONMENTAL MANAGEMENT, INC. TO
PROVIDE LSRP SERVICES FOR 1600 PARK AND HOBOKEN COVE IN
THE AMOUNT OF \$4,000.00**

WHEREAS, USA Environmental Management, Inc. ("USA") was pre-qualified as a pool LSRP firm to provide the City with LSRP services for the 2017 calendar year; and,

WHEREAS, the City requires a qualified firm to provide LSRP services, including inspections and biennial reporting, for the Hoboken Cove/1600 Park Avenue project; and,

WHEREAS, the Administration recommends awarding a contract to USA for environmental consulting services related to Hoboken Cove/1600 Park Avenue Site in the not to exceed amount of \$4,000.00, for a one (1) year term to expire February 15, 2018, in accordance with the attached proposal of USA dated February 8, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with USA is awarded for a not to exceed amount of \$4,000.00, for a one (1) year term to expire on February 15, 2018, in accordance with the attached proposal of USA as well as the CY2017 general engineering (LSRP) RFP and their responsive proposal, for LSRP services as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and USA's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: February 15, 2017

C12

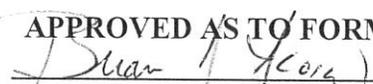
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	//			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	//			
President Jennifer Giattino				

APPROVED:



 STEPHEN MARKS
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



 BRIAN ALOJA, ESQ.
 CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A ONE YEAR PROFESSIONAL SERVICE CONTRACT TO USA ENVIRONMENTAL MANAGEMENT, INC. TO PROVIDE LSRP SERVICES FOR 1600 PARK AND HOBOKEN COVE IN THE AMOUNT OF \$4,000.00

AMOUNT TO BE CERTIFIED:

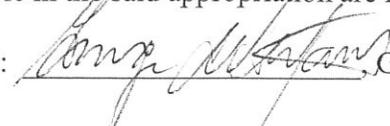
\$4,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

T-26-56-850-851

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$4,000.00 is available in the following appropriation: T-26-56-850-851; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO



USA Environmental Management, Inc.
Environmental ♦ Engineering ♦ Construction

February 8, 2017

Brandy Forbes
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: *Proposed Scope for Inspections and Reporting*
Hoboken Cove/1600 Park Avenue Site-LSRP Services
Hoboken, Hudson County, NJ

Dear Ms. Forbes:

USA Environmental Management, Inc. (USAEMI) is pleased to provide you with the following Proposed Scope of Work for the above referenced project. The NJDEP has issued a Remedial Action Permit-Soil for the engineering control at the 1600 Park Avenue site. USAEMI anticipates that the NJDEP will issued a Permit Modification to include the Hoboken Cove site. This permit obligates the City to perform annual inspections and prepare and submit to the NJDEP a biennial certification in July 2018 (and every two years thereafter). Therefore, USAEMI proposes to perform the required inspections for 2017 & 2018 and prepare the biennial certification in 2018 for this project. The work will be performed under the direction of a NJ Licensed Site Remediation Professional (LSRP). The LSRP will be responsible for assuring compliance with all NJDEP regulations. During each inspection, the LSRP will evaluate the site conditions to assure that the engineering controls continue to be effective and are in good repair, USAEMI will also document any changes/repairs made to the engineering controls. During the biennial certification, the LSRP shall review the current NJDEP regulations and standards to assure the continued protectiveness of the engineering controls.

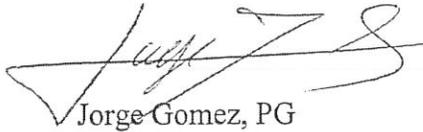
USAEMI proposes to perform the required work for the following fees:

1. Inspection-2 events (June 2017/June 2018 @ \$1,000/event	\$2,000.00
2. Biennial Certification 1 event	<u>\$2,000.00</u>
Total	\$4,000.00

If you have any questions or need additional information, please call.

Respectfully submitted,

USA Environmental Management, Inc.

A handwritten signature in black ink, appearing to read 'Jorge Gomez', written over a horizontal line.

Jorge Gomez, PG
Program Manager

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

A1

AT A MEETING HELD ON: JAN 01 2017

INTRODUCED BY:

SECONDED BY:

[Handwritten signatures]

[Handwritten signature: James J. Savino]

CITY OF HOBOKEN
RESOLUTION NO.:

CITY CLERK

RESOLUTION AUTHORIZING THE CITY TO ACCEPT AND QUALIFY
RESPONSES TO THE CITY'S REQUEST FOR PROPOSALS FOR
ARCHITECT, ENGINEER, LANDSCAPE ARCHITECT, LSRP,
PLANNER AND SURVEYOR FOR THE TERM JANUARY 4, 2017
THROUGH DECEMBER 31, 2017

WHEREAS, service to the City as an architect, engineer, landscape architect, LSRP,
planner and surveyor, are professional services as defined by N.J.S.A. 40A:11-1 et seq; and,

WHEREAS, the City of Hoboken issued Request for Proposals 16-26 seeking a qualified
architect, engineer, landscape architect, LSRP, planner and surveyor; and,

WHEREAS, proposals were received from the following:

	Architect	Engineer	Landscape Architect	LSRP	Planner	Surveyor
Advanced Geoservices Corp.		X		X		
ARH Associates Inc.		X	X	X	X	X
Arterial, LLC			X		X	
Banisch Assoc., Inc.					X	
BFJ Planning					X	
Brinkerhoff Environmental				X		
Boswell Engineering		X		X		X
Brilliant Environmental Services				X		
Burgis Associates, Inc.			X		X	
CDM Smith, Inc.		X	X	X	X	
Concord Engineering		X				
Coppa Montalbano Architects	X					
CP Professional Services	X	X				
DMR Architects	X				X	
Dresdner Robin Environmental Management, Inc.		X	X	X	x	X
E&LP		X	X			X
EI Associates	X	X				
Engenuity Infrastructure		X			X	
ES Design Studio, LLC	X					
Excel Environmental Resources, Inc.				X		
GEOD Corporation						X
Geosyntec Consultants		X				
H2M Architects					X	

HMR Architects	X					
Intertech Associates, Inc.		X				
James Corner Field Operations			X			
JM Sorge, Inc.				X		
Kimley-Horn and Assoc., Inc.		X	X			
L2A Land Design, LLC		X				
Louis Berger	X	X	X	X	X	
Meliora Environmental Design, LLC		X				
Musial Group Architects	X	x				
Nastasi Architects	X					
Neglia Engineering Associates		X	X		X	X
NV5, Inc.	X	X	X	X	X	X
Pennoni Associates, Inc.				X		
Petry Traffic, LLC		X				
Prestige Environmental, Inc.		X		X		
Rambol Environ US Corp.		X		X		
Remington & Vernick Engineers		X	X	X		x
Roofscapes, Inc. d/b/a/ Roofmeadow		X	X			
RSC Architects	X					
Scape Landscape Architecture, PLCC			X			
Stantec Consulting Services, Inc.		X	X			
Starr Whitehouse Landscape Architects			X		X	
Suburban Consulting Engineers, Inc.		X	X			X
T&M Associates		X	X	X	X	X
Tetra Tech Inc.		X				
Topology-NJ, LLC					X	
TTI Environmental, Inc.				X		
USA Environmental Management Inc.				X		

WHEREAS, the City's review team has determined that all of the above listed firms are qualified to provide effective and efficient services, cost and other factors considered; and,

WHEREAS, the Administration recommends that all of the above listed firms be qualified in their designated specialty(s) to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the below listed respondents are deemed qualified to be contracted for architect, engineer, landscape architect, LSRP, planner and surveyor services to the City, as necessary when determined by the Administration, from the period of January 4, 2017 through December 31, 2017:

	Architect	Engineer	Landscape Architect	LSRP	Planner	Surveyor
Advanced Geoservices Corp.		X		X		
ARH Associates Inc.		X	X	X	X	X
Arterial, LLC			X		X	
Banisch Assoc., Inc.					X	
BFJ Planning					X	
Brinkerhoff Environmental				X		
Boswell Engineering		X		X		X
Brilliant Environmental Services				X		
Burgis Associates, Inc.			X		X	
CDM Smith, Inc.		X	X	X	X	
Concord Engineering		X				
Coppa Montalbano Architects	X					
CP Professional Services	X	X				
DMR Architects	X				X	
Dresdner Robin Environmental Management, Inc.		X	X	X	x	X
E&LP		X	X			X
EI Associates	X	X				
Engenuity Infrastructure		X			X	
ES Design Studio, LLC	X					
Excel Environmental Resources, Inc.				X		
GEOD Corporation						X
Geosyntec Consultants		X				
H2M Architects					X	
HMR Architects	X					
Intertech Associates, Inc.		X				
James Corner Field Operations			X			
JM Sorge, Inc.				X		
Kimley-Horn and Assoc., Inc.		X	X			
L2A Land Design, LLC		X				
Louis Berger	X	X	X	X	X	
Meliora Environmental Design, LLC		X				
Musial Group Architects	X	x				
Nastasi Architects	X					
Neglia Engineering Associates		X	X		X	X
NV5, Inc.	X	X	X	X	X	X
Pennoni Associates, Inc.				X		
Petry Traffic, LLC		X				
Prestige Environmental, Inc.		X		X		
Rambol Environ US Corp.		X		X		
Remington & Vernick Engineers		X	X	X		x
Roofscapes, Inc. d/b/a/ Roofmeadow		X	X			
RSC Architects	X					
Scape Landscape Architecture, PLCC			X			

Stantec Consulting Services, Inc.		X	X			
Starr Whitehouse Landscape Architects			X		X	
Suburban Consulting Engineers, Inc.		X	X			X
T&M Associates		X	X	X	X	X
Tetra Tech Inc.		X				
Topology-NJ, LLC					X	
TTI Environmental, Inc.				X		
USA Environmental Management Inc.				X		

Meeting date: January 4, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
Jennifer Giattino	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Batch Id: GDS Batch Date: 02/15/17 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
T-26-56-850-851 Municipal Open Space Trust	Encumbrance	CFO Cert for meeting 02/15/17 USA Envir	4,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	T-26	0.00	0.00	0.00	0.00	0.00	4,000.00
Total Of All Funds:		<hr/> 0.00	<hr/> 0.00	<hr/> 0.00	<hr/> 0.00	<hr/> 0.00	<hr/> 4,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	4,000.00
Total:	1	4,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	4,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 4,000.00 Ref Num: 4683

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

CD3

AT A MEETING HELD ON: FEB 15 2017

James J. Sarena

SPONSORED BY:
SECONDED BY:

Peter H. ...
...

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO.: _____

**RESOLUTION AWARDING A ONE YEAR PROFESSIONAL SERVICE
CONTRACT TO EXCEL ENVIRONMENTAL RESOURCES, INC. TO
PROVIDE LSRP SERVICES FOR BLOCK 102, LOT 1 IN THE NOT TO
EXCEED AMOUNT OF \$5,000.00**

WHEREAS, Excel Environmental Resources, Inc. ("Excel") was pre-qualified as a pool LSRP firm to provide the City with LSRP services for the 2017 calendar year; and,

WHEREAS, the Administration recommends awarding a contract to Excel for environmental consulting services related to the acquisition and redevelopment of 1101 Monroe Street/1100 Madison Street, with a legal description of Block 102, Lot 1, in the City of Hoboken, in the not to exceed amount of \$5,000.00, for a one (1) year term to expire February 15, 2018, in accordance with the attached proposal of Excel dated January 25, 2017; and,

WHEREAS, the Administration recommends having Michael J. Meriney, P.G. of Excel serve as the LSRP for the above referenced site.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for a not to exceed amount of \$5,000.00, for a one (1) year term to expire on February 15, 2018, in accordance with the attached proposal of Excel, as well as the CY2017 general engineering (LSRP) RFP and their responsive proposal, for LSRP services as follows:

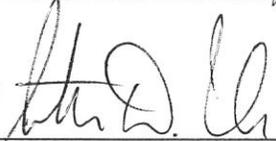
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Excel's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement with:

Excel Environmental Resources, Inc.
111 North Center Drive
North Brunswick, NJ 08902

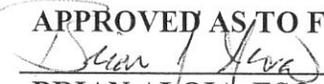
Meeting date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:


 STEPHEN MARKS
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


 BRIAN AJOIA, ESQ.
 CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A ONE YEAR PROFESSIONAL SERVICE CONTRACT TO EXCEL ENVIRONMENTAL RESOURCES, INC. TO PROVIDE LSRP SERVICES FOR BLOCK 102, LOT 1 IN THE NOT TO EXCEED AMOUNT OF \$5,000.00

AMOUNT TO BE CERTIFIED:

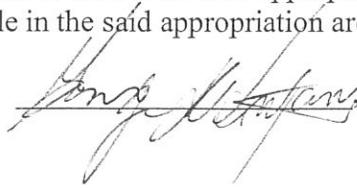
\$5,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

7-01-21-181-036

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$5,000.00 is available in the following appropriation:7-01-21-181-036; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO



*Solving Environmental Problems
& Creating Redevelopment Opportunities*

January 25, 2017

Mr. Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

**RE: Technical and Cost Proposal
Environmental Consulting and Technical Support
1101 Monroe Street/1100 Madison Street
(Adjacent to the Madison Street Substation at 11th Street)
Block 102, Lot 1
City of Hoboken, Hudson County, New Jersey**

Dear Mr. Marks:

Excel Environmental Resources, Inc. (Excel) is pleased to present this proposal to provide professional environmental consulting services for technical review, evaluation and support to the City of Hoboken (City) in connection with the City's conveyance of the above-referenced parcel to Public Service Electric & Gas (PSE&G) Company.

SCOPE OF SERVICES

Excel understands the City's intention to sell the property to enable PSE&G to elevate, expand and improve the utility of the adjacent existing substation to the north. The property is currently vacant, was recently remediated by the prior property owner, and contains an Engineering Control (cap) with an Institutional Control (Deed Notice) and Soil Remedial Action Permit (SRAP). In coordination with the City, Excel's role as the City's environmental consultant will include the following:

- Act as the LSRP for the referenced site;
- Review existing project materials, technical documents, reports and environmental data;
- Review Exhibit B (PSE&G) Scope of Work;
- Review work orders from PSE&G for compliance with the constraints of the existing Deed Notice and Soil Remedial Action Permit;
- Provide on-call services for review or compliance ;



FEES FOR SERVICE

Professional services to perform the above-described scope of work is summarized below:

**1.0 1101 Monroe Street/1100 Madison Street Environmental
Consulting Services \$5,000**

Please note that the proposed cost above represents a not-to-exceed level-of-effort estimate for the tasks associated with the City's transaction of the 1101 Monroe Street/1100 Madison Street parcel and are based on information provided by the City.

The total estimated Not-to-Exceed cost to complete the scope of work is **\$5,000**.

TERMS AND CONDITIONS

Note that should less time and/or effort be required to complete the work scope, Excel will only bill for the actual hours expended and costs incurred. We will not exceed this cost estimate without advance written authorization in the form of a signed Extension of Services or other acceptable documentation. This proposal is valid for a period of 60 days from the date of the proposal. The work outlined in this proposal will be conducted in accordance with the terms set forth in the Agreement executed by Excel and the City.

SCHEDULE/TIMELINE

Excel is prepared to immediately respond to directives from the City's redevelopment team, participate in conference calls with the City, City's attorney, and attend meetings on behalf of the City on an as-needed basis related to the Scope of Services outlined above, including evaluation of environmental documents and PSE&G's proposed scope of services and compliance with the existing Deed Notice and SRAP.

Thank you for the opportunity to assist with this project. Please feel free to contact me or Lawra Dodge at (732) 545-9525 if you have any questions regarding this proposal.

Sincerely,

EXCEL ENVIRONMENTAL RESOURCES, INC.



Michael J. Meriney, P.G., LSRP
Vice President/Investigation Services

Cc: Caleb D. Stratton AICP, CFM, Principal Planner, City of Hoboken



Batch Id: GDS Batch Date: 02/15/17 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
7-01-21-181-036 Professional Services - Redevelopment	Encumbrance	CFO cert meeting 02/15/17 Excel Environ	5,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	5,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	5,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	5,000.00
Total:	1	5,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	5,000.00

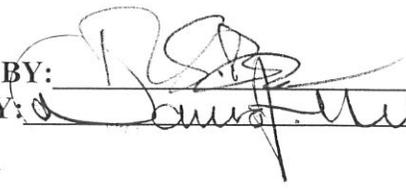
Batch: GDS Updated Entries: 1 Updated Amount: 5,000.00 Ref Num: 4684

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

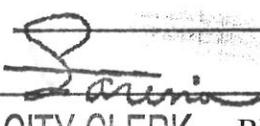
E1

AT A MEETING HELD ON:

FEB 15 2017

INTRODUCED BY: 

SECONDED BY: 

CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO. _____

RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF UP TO \$10,494.00 FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, the City of Hoboken has applied for and has been awarded a grant in the amount of up to \$10,494.00 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Action, along with report preparation for the Jackson Street Garage property; and,

WHEREAS, there is no City monetary match required for the acceptance of this grant.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the above referenced grant is hereby accepted and the Mayor and Business Administrator are hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the City of Hoboken; and,

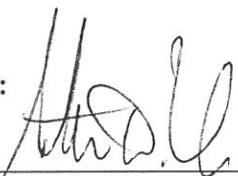
BE IT FURTHER RESOLVED, that the City Council of the City of Hoboken authorizes the Mayor and Business Administrator to accept and spend any funds received in accordance with the terms and conditions as specified in the grant; and,

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority.

Meeting date: February 15, 2017

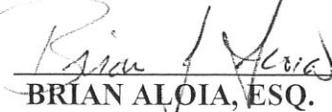
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

APPROVED:



STEPHEN MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

CHECKLIST FOR COMPLETING AND SUBMITTING CLOSING DOCUMENTS

1. Obtain a resolution or ordinance adopted by Public Entity substantially in the form attached to the HDSRF Grant Agreement as Schedule D (The "Resolution" or "Ordinance"). Have the Resolution or Ordinance certified by an Authorized Representation of the Public Entity.
2. Enter into contract(s) for the performance of the project. If the project entails only one of the following activities: preliminary assessment, site investigation, remedial investigation or remedial action, then the contract(s) must provide for the performance of the entire project. If the project entails two or three of such activities, then the contract must provide for the performance of at least the first such activity.
3. Have the Authorized Representative designated in the Resolution or Ordinance execute each of the three originals of the Grant Agreement on the page and at the place indicated and have the Grant Agreements attested by an official authorized to attest such documents.
4. Fill in and complete the information required on the original of Schedule C of the Grant Agreement, entitled "Certification of Awarded Contracts," which have been provided in your packet, and have the Authorized Representative execute and date same. Attach copies to Schedule C of the contracts that have been awarded. See item 2 above.
5. Complete and submit Schedule E-Public Entity Project Summary by December 31st of each year until completion of the Project. (see Section 4.1 B of the Grant Agreement)
6. Obtain and attach a copy of the deed, or other evidence of site control, or tax certificates to the project, as the case may be.
7. Enclose in one overnight mail package and send to the Authority the following:

- 1) all three originals of the signed and attested Grant Agreement (included in the transmittal email;**
- (2) a copy of the certified resolution or ordinance of the Public Entity;**
- (3) the original of the executed Schedule C (including resolutions awarding contracts); and**
- (4) evidence of site control, if applicable.**

CLOSING INSTRUCTIONS AND REQUIREMENTS
HDSRF PUBLIC ENTITY GRANT AGREEMENT

Set forth below are instructions and requirement for closing on your Hazardous Discharge Site Remediation Public Entity Grant (the “HDSRF Grant”), along with descriptions of the closing documents.

General Closing Procedures

Attached in this packet for execution by the public entity receiving an HDSRF grant are is the HDSRF Grant Agreement (the “Grant Agreement”).

In order to close on its HDSRF Grant, the public entity must complete and execute these documents, obtain evidence of site control of the project if applicable, and then submit such documents to the Authority at the same time, in the same package. Please note that if the public entity fails to submit all the required documents at the same time they will be returned without review by the Authority, which may delay or jeopardize closing on the grant.

If and when all the documents and evidence are submitted to the Authority, they will be reviewed by the Authority and its counsel. Provided they are found to be in proper form and order, the Authority will execute the Grant Agreement and return a fully executed original to you. Upon such mailing, closing shall be complete.

These closing documents are to be executed by an official of the public entity who has been authorized by the public entity resolution or ordinance (see Schedule D of Grant Agreement for Sample) to execute same on its behalf (the “Authorized Representative”).

**DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR
COMPLETING SAME**

[] The Grant Agreement

The Grant Agreement governs the rights and duties of the parties with respect to your HDSRF Grant. The provisions of this Grant Agreement have been standardized to apply to all public entity grantees under this program and are not negotiable. Please review the Grant Agreement carefully in consultation with your counsel. If acceptable, have the Authorized Representative execute and acknowledge three (3) originals on page 12, Schedules C & D.

[] SCHEDULE A: Project Description

This document describes the project in respect to the grant amount, DEP's cost estimates, project scope, your legal name and address and other material information. You are not required to execute this document, but please review it for accuracy. (Please note that the disbursement check will be made out and mailed to name and address of the Grantee indicated on this Schedule A).

[] SCHEDULE B: Project Completion Certificate and Calculation of Unexpended Proceeds Form

If the project/activity has been completed, this Schedule must be submitted with the Grant Agreement.

This is the form that certifies to the Authority that the project has been completed in accordance with the requirements of the Grant Agreement. The attached original of this Schedule B must be executed by the Authorized Representative and submitted to the Authority within 10 days after the project has been completed. You will note that Schedule B includes the Calculation of Unexpended Proceeds Form. This Unexpended Proceeds Form must be filled out completely and accurately. We strongly recommend that you immediately notify your contractor of this requirement as soon as possible so that it can assist you in completing Schedule B accurately.

[] SCHEDULE C: Certification of Awarded Contracts

This document is a certification by the public entity of the award contracts for the project. Originals of this document must be executed by the Authorized Representative and returned with the Grant Agreement. Please note that copies of each awarded contract and of your resolution authorizing the award of same are to be attached by you to this Schedule C.

In addition, if the project includes more than one phase and you have not yet contracted out for all of them, then you must complete and submit to the Authority a separate Schedule C for each phase of the project as subsequently awarded.

**DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR
COMPLETING SAME (CON'T.)**

SCHEDULE D: Resolution

Schedule D contains a sample resolution for adoption by the public entity accepting the grant award and designating the Authorized Representative or Representatives that can execute the closing documents.

The resolution must include:

1. the name of the program ("Hazardous Discharge Site Remediation Fund, Public Entity Grant Program"),
2. the amount of the grant, and
3. identity of the Authorized Representative who can execute the Grant Agreement the and Schedules.

SCHEDULE E:

Public Entity Project Summary is to be submitted as directed in Section 4.1 B. of the Grant Agreement.

Proof of Site Control

As required by law, the public entity must provide proof to the Authority it holds a tax sale certificate for the project property; or has acquired it through foreclosure or other similar means; or has passed a resolution or ordinance or other appropriate document to acquire the property, by voluntary conveyance for the purpose of redevelopment. To do so, you must enclose as part of the closing documents a certified copy of the public entity title or tax sale certificate or resolution acquiring the project property. (Not applicable to projects in the Brownfield Development Areas or projects for recreation and conservation or for affordable housing.)

Grants may only be awarded for real property on which there has been a discharge or a suspected discharge of a hazardous substance or hazardous waste.

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

P#40180
City of Hoboken
Project Site: Jackson Street Garage
116-118 Jackson Street
Hoboken City, Hudson County
New Jersey
Grant Award: Up to \$ 10,494

TABLE OF CONTENTS

HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

BACKGROUND STATEMENT..... 1

1. THE GRANT Section 1

 The Grant Section 1.1

 Term of Agreement..... Section 1.2

2. GRANTEE REPRESENTATIONS Section 2

 Organization of Grantee..... Section 2.1

 Authorization of Documents..... Section 2.2

 Site Control, Eligibility..... Section 2.3

 A. Section 2.3

 B. Section 2.3

 C. Section 2.3

 Use of Project Site Section 2.4

 Pending Litigation..... Section 2.5

 No Defaults Section 2.6

 Important Inducement..... Section 2.7

 Use of Grant Monies Section 2.8

 Compliance with Act and Regulations Section 2.9

 Verification of Project Description..... Section 2.10

 Licenses and Consents Section 2.11

 Full Disclosure..... Section 2.12

 Authorized Representative..... Section 2.13

3. DISBURSEMENT OF THE GRANT Section 3

 Conditions Precedent to Disbursements Section 3.1

 A. Section 3.1

 B. Section 3.1

 Delivery of Documents..... Section 3.1

 Disbursement of Grant Monies..... Section 3.3

4. COVENANTS OF THE GRANTEE Section 4

 Project Completion; Repayment of Unexpended Proceeds Section 4.1

 Indemnification..... Section 4.2

 Diligent Prosecution Section 4.3

 Subrogation of Rights Section 4.4

 Compliance; Inspection Section 4.5

 No Assignment Section 4.6

5.	DEFAULT	Section 5.
	Event of Default.....	Section 5.1
	A.	Section 5.1
	B.	Section 5.1
	C.	Section 5.1
	D.	Section 5.1
	Remedies.....	Section 5.2
	A.	Section 5.2
	B.	Section 5.2
	C.	Section 5.2
	D.	Section 5.2
6.	MISCELLANEOUS	Section 6
	Limitation of Liability of Authority.....	Section 6.1
	Notices	Section 6.2
	Severability	Section 6.3
	Applicable Law.....	Section 6.4
	Binding Effect.....	Section 6.5
	Amendments	Section 6.6
	No Warranty of Condition or Suitability by Authority.....	Section 6.7
	Further Assurances	Section 6.8
	Headings	Section 6.9
	Sole Agreement.....	Section 6.10
	Counterparts.....	Section 6.11
	Contractual Liability Act	Section 6.12
	SIGNATURE PAGE	11
	SCHEDULE A: PROJECT DESCRIPTION	A
	SCHEDULE B: PROJECT COMPLETION CERTIFICATE.....	B
	Calculation of Unexpended Proceeds Form.....	B
	SCHEDULE C: CERTIFICATION OF AWARDED CONTRACTS.....	C
	SCHEDULE D: SAMPLE RESOLUTION.....	D
	SCHEDULE E: PROJECT ENTITY PROJECT SUMMARY	E

HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

GRANT AGREEMENT (the "Agreement") made and entered into by and between the New Jersey Economic Development Authority, a body corporate and politic constituting an instrumentality of the State of New Jersey (the "Authority") and the City of Hoboken, a New Jersey public entity (the "Grantee").

BACKGROUND STATEMENT

Pursuant to the provisions of Brownfields and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1, et seq., amending the Industrial Site Recovery Act, P.L. 1993, c.139, as amended from time to time (the "Act"), and pursuant to the regulations promulgated by the Authority thereunder, N.J.A.C. 19:31-8.1, et seq. (the "Regulations"), the Authority, in concert with the New Jersey Department of Environmental Protection (the "Department" or "DEP"), administers a financing program under which it makes grants from monies in the Hazardous Discharge Site Remediation Fund (the "Fund") to public entities for real property: 1) on which they hold a tax sale certificate; 2) that they have acquired through foreclosure or other similar means; or 3) that they have acquired, or have passed a resolution or ordinance or other appropriate document to acquire, by voluntary conveyance for the purpose of redevelopment. The site control requirement does not apply to projects located in a brownfield development area or projects seeking approval for remedial action matching grants for recreation and conservation or for affordable housing. The grant monies are used to fund all or a portion of the costs of performing preliminary assessments, site investigations, remedial investigations and/or remedial actions on such real properties. Notwithstanding the above, no grant shall be awarded: unless the public entity has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in that municipality or can demonstrate to the Authority that a realistic opportunity exists that the subject real property will be developed or redeveloped within a three year period from the completion of the remediation.

Grants may only be awarded for real property on which there has been a discharge or suspected discharge of a hazardous substance or hazardous waste.

On December 7, 2016 the Authority approved the award of a grant to Grantee in the amount of up to \$ 10,494 (Total Grant Amount) (the "Grant") for the Remedial Action, along with report preparation, of the Jackson Street Garage site (the "Project").

1. THE GRANT

1.1. The Grant

The Authority agrees, upon the terms and subject to the conditions set forth herein, to make the Grant to the Grantee for the purposes set forth herein. The Grantee agrees to accept the Grant upon the terms and subject to the conditions set forth herein and pursuant to the ACT and Regulations promulgated thereunder, and to use the proceeds of the Grant to finance the cost of the Project. The Grantee will only use the Grant for the purposes outlined in Schedule A for which the Grant was made and will adhere to all terms and conditions of the Grant Agreement and to the Act and the Regulations promulgated thereunder.

1.2. Term of Agreement

This Agreement and the respective obligations of the parties hereto shall be in full force and effect from the date hereof until the completion of the Project and all unused funds, if any, have been returned to the Authority in accordance with Section 4.1 & Schedule B, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the representations and covenants of Grantee in Sections 4.2 (indemnification), 4.4 (subrogation) and 5.2(c) (payment of attorneys' fees) of this Agreement shall survive expiration of the term or early termination of this Agreement.

2. GRANTEE REPRESENTATIONS

2.1. Organization of Grantee

The Grantee is a public entity of the State of New Jersey having the full legal right and authority to perform all of the undertakings of this Grant, to receive the Grant made hereunder, to execute and deliver this Agreement and to undertake and complete the Project.

2.2. Authorization of Documents

The execution, delivery and performance by the Grantee of this Grant Agreement and any other documents executed in connection with the making of this Grant:

- (a) have been duly authorized by the Grantee and duly executed, attested and delivered by authorized officers of the Grantee, and all proceedings of the Grantee's governing body authorizing the Grantee to enter into this Grant Agreement have been duly and lawfully adopted in accordance with applicable law;
- (b) do not and will not conflict with or violate any provision of law, any order of the court, or other agency of government;
- (c) do not and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature other than any lien, charge or encumbrance which may be imposed on project site in connection with the awarding of this grant; and
- (d) do not and will not result in the breach of the terms, conditions or provisions of any corporate restrictions or any evidence of indebtedness, agreement or instrument of whatever nature to which the Grantee is now a party or by which it is bound, or constitute a default under any of the foregoing.

2.3. Site Control, Eligibility

Grantee represents that, as of the date of this Agreement:

- A. It either 1) holds a tax sale certificate on the Project Site; 2) acquired title to the Project Site through foreclosure or other similar means; or 3) acquired title to the Project Site, or passed a resolution, ordinance or other appropriate document to acquire title to the Project Site, through voluntary conveyance for the purpose of redevelopment. (Not applicable to projects in brownfield development areas or projects for recreation and conservation or for affordable housing.)
- B. There has been a discharge or there is a suspected discharge of a hazardous substance or hazardous waste on the Project Site.

- C. It has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in its municipality or can demonstrate to the Authority that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three year period from the completion of the remediation. Evidence of the foregoing is set forth in Schedule D (in the event a resolution was adopted).

2.4. Pending Litigation

No litigation of any nature is now pending or threatened to restrain, enjoin, or invalidate the execution of this Agreement or the performance by Grantee of its covenants and obligation thereunder.

2.5. No Defaults

The Grantee is not presently in breach or default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or is otherwise bound.

2.6. Important Inducement

The availability of the Grant by the Authority as provided herein has been an important inducement to the Grantee to undertake the Project.

2.7. Use of Grant Monies

The Grant monies received by Grantee pursuant to this Agreement shall be used and applied by Grantee solely for the purpose of performing preliminary assessments, and/or site investigations, and/or remedial investigations and /or remedial actions on the Project Site in accordance with the scope of work approved by DEP.

2.8. Compliance with Act and Regulations

As of the date hereof, Grantee is in full compliance with all the terms, conditions and requirements of the Act and the Regulations.

2.9. Verification of Project Description

The description and summary of the Project as set forth in Schedule A hereof is true, complete and correct.

2.10. Licenses and Consents

All state, federal and county governmental consents, licenses, and approvals necessary or required to prosecute the Project to completion have been obtained and are in full force and effect.

2.11. Full Disclosure

All representations, statements, and warranties of the Grantee set forth in its application to the Department or any documents delivered to the Department or the Authority by the Grantee in connection with the Grant: (i) are true, correct and complete; (ii) do not contain any untrue statement of material fact; and (iii) contain all material facts necessary to make the statements contained therein not misleading or incomplete. If at any time prior to the expiration or earlier termination of this Agreement, the Grantee becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or covenants herein made untrue or materially misleading or incomplete, the Grantee shall immediately notify the Authority in writing of such facts, occurrences, information, statements or events.

2.12. Authorized Representative

Any certification or other document that Grantee is required to execute and submit to the Authority pursuant to the terms of this Agreement shall be executed by a duly Authorized Representative.

3. DISBURSEMENT OF THE GRANT

3.1. Conditions Precedent to Disbursements

A. Disbursement of Grant funds shall be subject to satisfaction of the following conditions precedent:

(1) approval by the Department of the work activities covered by such contracts, the cost of such work activities, and the amount of the Grant monies to be disbursed;

(2) approval by the Department of all previously performed work with respect to which Grant monies have already been disbursed to Grantee; and

(3) any applicable requirements under the Act or Regulations promulgated thereunder.

B. Notwithstanding the foregoing: (1) no disbursement shall be made at any time that an Event of Default, as defined under Section 5.1, has occurred and is continuing under this Agreement; (2) Grantee's right to disbursement of Grant monies pursuant to this Section 3.1 shall be subject to any approvals required by the Department of the contract or contracts for which the requisition of Grant monies has been submitted; and (3) if the contract or contracts described in Schedule C includes work or activities outside the scope of the Project, then the Grant monies disbursed shall only be in the amount of the contract(s), or a portion thereof, representing the activities falling within approved scope of Project, as determined by the Department in its discretion.

3.2. Delivery of Documents

All documents required to be submitted to the Authority as a condition precedent to disbursement of the Grant shall be furnished to the Authority at its office at the address set forth in Section 6.2.

3.3. Disbursement of Grant Monies

The Authority shall, after receipt of all documents completed and in the form required, disburse the Grant monies by check via U.S. certified return receipt mail to the Grantee at the address of the Grantee set forth on Schedule A.

4. COVENANTS OF THE GRANTEE

4.1. Project Completion; Repayment of Unexpended Proceeds

A. Within ten (10) business days of completion of the Project, the Grantee shall submit to the Authority Schedule B, "Project Completion Certificate" and the "Calculation of Unexpended Proceeds Form", which shall be completed and executed by Grantee, together with a check payable to the Authority in the amount of any such unexpended proceeds.

B. The Grantee shall submit to the Authority a completed Schedule E attached hereto no later than December 31st of each year until completion of the Project.

4.2. Indemnification

To the fullest extent permitted by law, the Grantee will indemnify, defend and hold harmless the Department and the Authority and their respective members, officers, employees and agents ("Indemnified Party") against any and all liability, loss, cost, damage, claims, judgment or expense of any kind the Indemnified Party may incur by reason of any claim, suit or action based upon personal injury, death or damage to property arising out of the Grantee's construction, acquisition, installation, operation, or ownership of the Project or Project Site or arising or purportedly arising from this Grant Agreement or any transaction contemplated thereunder.

4.3. Diligent Prosecution

Grantee shall diligently prosecute the Project to completion and shall cause such Project to be performed in a worker-like fashion.

4.4. Subrogation of Rights

To the extent provided in the Act, the Grantee subrogates to the Department all rights it has or may have to recover Remediation Costs, as defined in the Act and Regulations, from the discharger or other liable parties. Grantee covenants that it has not relinquished, impaired, or waived, and shall not relinquish, impair or waive any right to recover the costs of remediation against any insurance carrier, discharger or person in any way responsible for a hazardous substance pursuant to N.J.S.A 58:10-23.11(g).

4.5. Compliance; Inspection

Grantee agrees that it shall provide to the Authority and the Department, as necessary or upon request, evidence that the Grant is being spent for the purpose for which it was made and evidence that it is adhering to all of the terms and conditions of the Agreement, the Act and Regulations. Grantee further agrees that it shall provide to the Authority, the Department, and their agents, access at reasonable times to the Project Site to determine compliance with the terms and conditions of the Agreement.

4.6. No Assignment

Grantee agrees that it shall not assign this Agreement, nor the Grant made hereunder, for any reason without the prior written consent of the Authority.

5. DEFAULT

5.1. Event of Default

Any one or more of the following events shall constitute an event of default of the Grantee hereunder (an "Event of Default"):

- A. Except as otherwise provided herein, failure of the Grantee to comply with any terms, covenants, promises or conditions set forth in this Agreement within thirty (30) days after notice of such failure shall be given to the Grantee by the Authority. If the failure of a condition is of such a nature that it cannot be corrected within thirty days of receiving notice, it shall not constitute an Event of Default if: (1) corrective action capable of remedying such failure in the sole opinion of the Authority is instituted by the Grantee within said thirty (30) day period and diligently pursued until the failure is corrected in the sole opinion of the Authority; and (2) the Grantee shall have certified to the Authority prior to the end of said thirty (30) day period and the Authority in its sole discretion agrees that said failure is such that it can be corrected, but not within said thirty (30) day period.
- B. Any representation or warranty made by the Grantee herein, or in any report, certificate, or financial statement furnished in connection with this Agreement, or any of the Schedules attached hereto, shall prove to have been false, incorrect, or misleading in any material respect on the date as of which made.

- C. The occurrence of an Event of Default under any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.
- D. The Grantee is in violation of an administrative or judicial order, judgment, or consent agreement regarding violation or threatened violation of an environmental law regarding the Project Site, unless the violation, fee, penalty or assessment is currently being contested by the Grantee in a manner prescribed by law or unless the violation resulted from a lack of sufficient money to perform the required remediation activities.
- E. The Grantee violates the provisions of a duly recorded Deed Restriction in the case of a grant for remedial action for a project involving the redevelopment of contaminated property for recreation or conservation purposes.

5.2. Remedies

A. Available Remedies

Upon the occurrence of an Event of Default, the Authority may exercise one or more of the following remedies:

(i) terminate the Grant Agreement;

(ii) require the return of all unspent proceeds of the Grant and the repayment of all proceeds of the Grant spent by the Grantee, such repayment to be made within 10 days after receiving notice of the default from the Authority;

(iii) avail itself of all other legal or equitable remedies provided in law or equity. This includes, without limitation, the right to obtain injunctive relief or specific performance. If injunctive relief is sought, Grantee waives the requirement of posting bond.

B. No Remedy Exclusive

No remedy herein conferred or reserved by the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power nor shall same be construed to be a waiver thereof, but any such right or power may be exercised from time to time as often as deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this section, it shall not be necessary to give notice, other than such notice specifically required in Section 5 hereof.

C. Agreement to Pay Attorneys' Fees and Expenses

In the event the Grantee should default under any of the provisions of this Agreement and the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of any obligation on the part of the Grantee herein contained, the Grantee agrees that it will, on demand, pay to the Authority the reasonable attorneys' fees and other expenses incurred by the Authority whether or not a lawsuit is brought.

D. No Additional Waiver Implied by One Waiver

In the event any agreements contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

6. **MISCELLANEOUS**

6.1. **Limitation of Liability of Authority**

In the event of default, there shall be no other recourse for damages by the Grantee against the Authority, its officers, members, agents and employees, or any of the property now or hereafter owned by it or them.

6.2. **Notices**

Notice hereunder shall be given in writing by personal service, by recognized overnight mail service or by certified or registered mail, return receipt requested.

If to the Authority: New Jersey Economic Development Authority
 36 West State Street
 PO Box 990
 Trenton, New Jersey 08625-0990
 Attention: Incentives Portfolio Management
Re: Hazardous Discharge Site Remediation Public Entity Grant
 Program

If to the Grantee: As set forth on the attached Schedule A

Notices given by personal service shall be effective upon receipt. Notices given by recognized overnight mail services shall be effective upon receipt. Notices given by mail shall be deemed effective three (3) business days after the date mailed.

6.3. **Severability**

If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceable portion, and such prohibition or unenforceable shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Agreement.

6.4. **Applicable Law**

This Agreement shall be deemed to be a contract made in New Jersey and governed by New Jersey law.

6.5. **Binding Effect**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and the terms "Authority" and "Grantee", where the context requires, include the respective successors and assigns of such persons. The DEP shall be deemed a third party beneficiary of this Agreement.

6.6. **Amendments**

This Agreement may not be amended except by an instrument in writing signed by the parties.

6.7. **No Warranty of Condition or Suitability by Authority**

The Authority makes no warranty, either express or implied, as to the condition of the Project or any part thereof or that they will be suitable for the Grantee's purposes or needs. The Grantee acknowledges and agrees that the Authority is not a dealer in property of such kind, and that the Authority has not made, and does not hereby make, any representation or warranty or covenant with respect to the fitness for a particular purpose, condition or suitability of the Project in any respect or in connection with, or for the purposes and uses of the Grantee or its tenants.

6.8. Further Assurances

The Authority and the Grantee shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required for carrying out the intention of or facilitating the performance of this Agreement.

6.9. Headings

The captions or headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

6.10. Sole Agreement

This contract represents the entire and complete agreement between these parties with respect to the Grant set forth herein.

6.11 Counterparts

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

6.12. Contractual Liability Act

The rights and remedies of the Grantee under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the provisions of which are hereby incorporated herein by reference in their entirety.

6.13 Executed Contract.

Grantee agrees to provide both the Authority (Program Services, P.O. Box 990, Trenton, New Jersey 08625 and DEP (P.O. Box 413, Trenton, New Jersey 08625) within 120 days of the date of this Agreement, a copy of the executed contract for the Scope of Work for which this Grant is being made.

6.14 No Assignment

Recipient may not assign or transfer the whole or any part of this Agreement.

6.15 Cross Default

It is specifically understood and agreed that this Grant is *cross-defaulted* with any existing assistance and any future assistance provided by the Authority and/or State to the Grantee and/or any of its subsidiaries including, but not limited to, entities that may not be related to Grantee, but have common principals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed and delivered as of the date and year set forth below.

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

WITNESS:

By: _____

By: _____

Arlene M. Clark
Director
Closing Services

Date: _____

[SEAL]

CITY OF HOBOKEN

ATTEST:

By: _____

By: _____

Dawn Zimmer
Mayor

Date: _____

P#40180
City of Hoboken
Project Site: Jackson Street Garage
Grant Award: Up to \$10,494 (Total Grant Award)

SCHEDULE A

PROJECT DESCRIPTION

HAZARDOUS DISCHARGE SITE REMEDIATION FUND – PUBLIC ENTITY GRANT PROGRAM

IT IS THE RESPONSIBILITY OF THE GRANTEE TO VERIFY THE FOLLOWING INFORMATION.

NJEDA APPLICATION NUMBER: P40180

Related Application Number: N/A

NAME OF GRANTEE (RECIPIENT): City of Hoboken**

Authorized Representative (Mayor): The Honorable Dawn Zimmer

Contact: Stephen D. Marks

Title: Assistant Business Administrator

City of Hoboken

94 Washington Street

Hoboken, NJ 07030

Phone Number: 201-420-2059

Fax Number: 201-420-2096 or 201-222-2096

Email: smarks@hobokennj.gov

CONSULTANT FIRM NAME: Excel Environmental Resources, Inc.

Michael Meriney

111 North Center Drive

North Brunswick, NJ 08902

Phone Number: 732-545-9525 Fax Number: 732-545-9425

PROJECT SITE NAME: Jackson Street Garage

116-118 Jackson Street

County: Hudson County

Block: 26 Lots: 27, 28

ESTIMATED DEP PROJECT COSTS:	Preliminary Assessment:	Up to \$
	Site Investigation:	Up to \$
	Remedial Investigation:	Up to \$
	Remedial Action	Up to \$10,494
	TOTAL COSTS	Up to \$10,494

TOTAL GRANT AWARD: Up to \$10,494

AUTHORIZED USE OF GRANT PROCEEDS:

Finance Preliminary Assessment and/or Site Investigation and/or Remedial Investigation and/or Remedial Action

AUTHORIZED PROJECT DESCRIPTION/SCOPE: Remedial Action along with report preparation

*** Grant Proceeds will be made out & Mailed to the Grantee at this address*

P#40180
City of Hoboken
Project Site: Jackson Street Garage
Grant Award: Up to \$10,494 (Total Grant Award)

SCHEDULE B

PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of Grantee, City of Hoboken. I make this statement pursuant to Section 4 of the Agreement, by and between Grantor, the New Jersey Economic Development Authority and Grantee, dated as of _____. (All undefined terms used herein shall have the same meaning ascribed to them in the Agreement).
2. The Project was completed as of _____. (date)
3. The Project is being operated as an authorized "Project" under the Act and as substantially as proposed in the Application. The Grant proceeds were used only for the purposes for which the Grant was made and the Grantee has adhered to all terms and conditions of the Agreement.
4. Enclosed is a check for unexpended Grant proceeds, if any as determined under the attached Calculation of Unexpended Proceeds Form, payable to the Authority in accordance with Section 4.1 of the Agreement.

(Signature): _____

Name (Print): _____

Date: _____

Title: _____

Forward to the NJ Economic Development Authority at the below address the executed Project Completion Certificate along with a check, payable to the NJEDA, for unexpended funds, if any, in the amount calculated on the **CALCULATION OF UNEXPENDED PROCEEDS FORM** attached.

New Jersey Economic Development Authority
Incentives Portfolio Management
36 West State Street
PO Box 990
Trenton, NJ 08625-0990

SCHEDULE B

PROJECT COMPLETION CERTIFICATE (CONT'D.)

CALCULATION OF UNEXPENDED PROCEEDS FORM

DATE PROJECT COMPLETED: _____

The following actual approved project costs have been paid:

NJ DEP Oversight (actual dollars invoiced):	\$ _____
Preliminary Assessment	\$ _____
Site Investigation	\$ _____
Remedial Investigation	\$ _____
Remedial Action	\$ _____
Contingency	\$ _____
Other costs (Itemize)	\$ _____
(A) Total Project Costs Paid:	\$ _____
(B) Project Grant Amount (from Schedule A)	\$ _____
Amount to be Remitted to NJEDA (B) – (A)	\$ _____

Make checks payable to the "New Jersey Economic Development Authority" or "NJEDA" and returned with the Project Completion Certificate.

P#40180
City of Hoboken
Project Site: Jackson Street Garage
Grant Award: Up to \$10,494 (Total Grant Award)

**SCHEDULE C
CERTIFICATION OF AWARDED CONTRACTS**

The undersigned hereby certifies as follows:

- 5. I am an Authorized Representative of the Grantee.
- 5. As of the date noted below, Grantee has awarded contract(s) to the contractors listed below for preliminary assessment (PA), site investigation (SI), remedial investigation (RI), or remedial action (RA) of the "Project" defined in Schedule A of the Agreement. P^
- 5. Listed below are the contracts awarded. **Copies of each of said contracts are attached hereto and made a part of this certification.**

4. Attached hereto are certified copies of each resolution(s) awarding such contract(s).

5. All terms not defined herein shall have the means ascribed to them in the defined in the Agreement, to which this Schedule C is attached, and which was entered into by and between Grantor and Grantee, dated as of [Insert date of Agreement] _____.

Name of Contractor	Nature of Contract (PA, SI, RI, RA)	Date of Contract Award	Amount of Contract
1.			
2.			
3.			
4.			
5.			
-----	-----	TOTAL	\$

Authorized Representative

(Signature): _____

Name(Print): _____

Dated: _____

Title: _____

SCHEDULE D

SAMPLE RESOLUTION

A RESOLUTION ACCEPTING A GRANT FROM THE
HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM
THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, City of Hoboken has applied for and has been awarded a grant in the amount of up to \$10,494 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Action, along with report preparation for the Jackson Street Garage property;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Hoboken that the above referenced grant is hereby accepted and the (Mayor, Administrator, etc.) is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the City of Hoboken.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority.

[SEAL]

Date Adopted by (Council/Committee): _____

Attest:

Clerk

(Council President/Mayor)

SCHEDULE E

**Hazardous Discharge Site Remediation Fund (HDSRF)
Public Entity Project Summary**

Public Entity: _____ Latest Project #: _____

Site Name: _____ Site Location: _____

Size of Site: _____ Current Zoning of Site: _____

Who owns the site: Public Entity Redeveloper Private Other

Contact: _____ County: _____

Address: _____

Phone: _____ Fax: _____

Latest Application Closing Date: _____ Total grant funding to date: _____

Has the Preliminary Assessment (PA), Site Investigation (SI) and Remedial Investigation (RI) studies been completed? If not, what is the status of the work?

	Yes	No	
PA	—	—	_____
SI	—	—	_____
RI	—	—	_____

Does the site have contamination? Yes / No If yes, describe _____

Has the site been remediated? Yes / No If no, when will it be done _____

What are the projected cleanup costs? (Please circle estimated costs)

0-\$100,000 \$100,000 -\$ 500,000 \$500,000 -\$1,000,000 \$1,000,000 & over

How was the site used previous to contamination? _____

Has the site been redeveloped? Yes / No If yes, what is the current use? _____

If the site has not been redeveloped, what are the plans for redeveloping the site? _____

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON: FEB 15 2017

SPONSORED BY:

SECONDED BY:

[Handwritten signatures]

EZ

[Handwritten signature]
CITY CLERK

CITY OF HOBOKEN

RESOLUTION NO.:

RESOLUTION APPROVING THE DESIGN OF THE POP-UP-PARK AT THE NORTHWEST RESILIENCY PARK AND AUTHORIZING ACTION BY THE ADMINISTRATION TO EFFECTUATE THE PROJECT PURSUANT TO CHAPTER 56A OF THE HOBOKEN CITY CODE

WHEREAS, in December 2016 the City of Hoboken acquired the former 6.1 acre BASF property in northwest Hoboken; and,

WHEREAS, the City is planning to create a temporary 4-acre "pop-up" park for the public to use and enjoy until the permanent park planned for the former BASF property can be constructed; and,

WHEREAS, Chapter 56A of the Hoboken City Code requires public comment and council review and recommendation for any change in use of any City owned park; and,

WHEREAS, the City announced a public meeting regarding the "pop-up" park on December 18, 2016 in the Hudson Reporter and the Jersey Journal, and also placed notices regarding the meeting on the actual site; and,

WHEREAS, the public meeting was held on January 19, 2017 and approximately forty (40) members of the public were in attendance; and,

WHEREAS, a public survey was released from January 6- January 23, 2017 to further allow members of the public to provide feedback on the proposed "pop-up" park, and 775 responses were received; and,

WHEREAS, in accordance therewith, the Council seeks to recommend the City proceed with the design for the Pop-Up-Park at the Northwest Resiliency Park (as shown in the attached design sketch).

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hoboken hereby approves the design of Northwest Pop-Up-Park (as shown in the attached design sketches); and,

BE IT FURTHER RESOLVED, the Council authorizes the Administration to take action in accordance with this approval.

Meeting Date: February 15, 2017

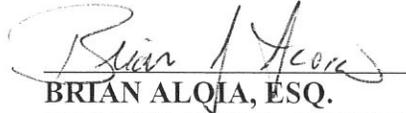
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

APPROVED:



STEPHEN MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOJA, ESQ.
CORPORATION COUNSEL

CITY OF HOBOKEN

Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: February 3, 2017

TO: Hoboken City Council Community Development North Subcommittee

CC: Stephen D. Marks, Business Administrator
Brandy Forbes, Director of Community Development

FROM: Jennifer Gonzalez, Principal Planner

RE: Northwest Pop-Up Park Concept Plan

The City recently acquired the former 6.1 acre BASF property in northwest Hoboken, in the area of 12th & 13th Streets between Adams & Madison Streets. The site has been remediated, capped, and deemed completely safe for the community's use by a Licensed Site Remediation Professional.

The long-term planning process for the permanent 5.4 acre "resiliency park," which would be the city's largest park, is anticipated to start in spring 2017. The short-term planning process is underway to create a temporary 4-acre "pop-up" park so that the community could start to enjoy the benefits of this site by this summer. The goal of a pop-up park is to provide a fun and safe recreation area for the enjoyment of the Hoboken community for the next 2-3 years, at the lowest cost to taxpayers.

The City released an online survey on January 6, 2017 to solicit public input on potential features and amenities at the pop-up park. Initial responses to the survey informed the development of the proposed concept plan (see *Attachment A*). The concept plan proposes the following features and amenities.

Features

- Multi-Sport Courts
- Sand Volleyball Court
- Rock Climbing Wall
- 9-hole Mini-Golf Course
- Painted Asphalt Track with Fitness Stations

Amenities

- Trees
- Shade Structures
- Food Truck Area
- Picnic Area
- Adirondack & Lounge Chairs

Features

- Bouldering
- Open Fitness and Event Space
- Playground with play structure, slide, and swings
- Spray Water Feature
- Life-size Checkers & Chess
- Bocce Ball Court
- Community Gardens

Amenities

- Restrooms
- Water Fountain
- Public Art

The orientation of these proposed features and amenities in the concept plan seeks to ensure safety while avoiding noise and evening lighting for nearby residences. A temporary surface parking lot is also proposed south of the pop-up park. The temporary parking lot would have 136 spaces, with a vehicular entrance at an existing gate on Madison Street south of 12th Street. A separate announcement will be made with further information regarding the temporary parking lot.

The concept plan does not propose the following features and amenities.

*Not proposed due to cost
(\$500,000+):*

- Pool
- Full size turf athletic field

*Not proposed due to site
constraints:*

- Open green space or passive park
- Grass
- Dog Run

*Not proposed because existing
facilities are underutilized:*

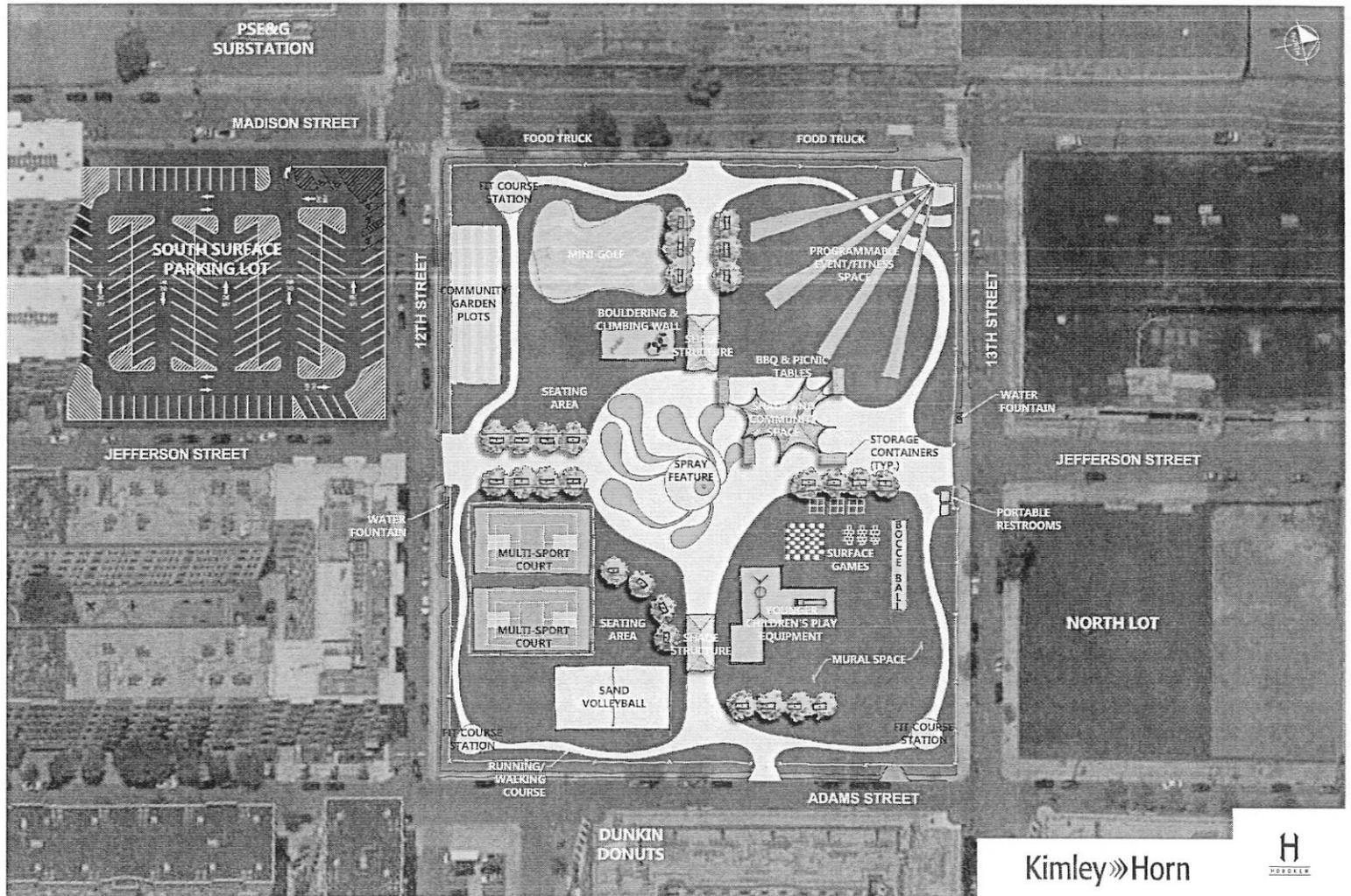
- Roller hockey

The concept plan was presented at a public meeting on January 19, 2017 (see *Attachment B*). A video of the meeting is available at www.hobokennj.gov/nwpark. Approximately 40 people attended the public meeting, 7 provided written comment forms, and 10 provided email comments following the meeting. The online survey closed on January 23, 2017 and received a total of 775 responses. The most popular features based on public comments and final survey responses did not vary significantly from the initial survey responses.

Based upon public feedback during and after the meeting, the following changes to the concept plan are proposed:

- Remove the sand volleyball course and replace with another multi-sport court. Combine the three multi-sport courts to allow for a single fence around the perimeter.
- Reorient the northwest quadrant so that the “amphitheater” projects from the center toward the northwest to avoid conflicts with the running track.
- Swap the elements in the southwest quadrant (community gardens, rock climbing/bouldering, mini golf) with the elements in the northeast quadrant (playground, bocce, surface games, mural space) to minimize noise levels.

Keeping the cost to the taxpayers minimal is a high priority for the pop-up park. Therefore, the concept plan proposes reusable features to the greatest extent possible. Approximately 60% of the proposed budget is comprised of features and amenities that could be reused at other City parks or the permanent resiliency park. Potential sources of funding for the pop-up park include: revenue from rental fees at City parks, revenue from parking fees at a temporary surface parking lot south of the pop-up park, the municipal Open Space Trust Fund, concessions, sponsorships and/or donations.





HOBOKEN

Proposed Northwest Pop-Up Park

Public Meeting

January 19, 2017

7 PM – 9 PM

Jubilee Center, 601 Jackson Street

Pop-up Park Design Considerations

What CAN we build at a pop-up park?

- The goal of a pop-up park is to provide a fun and safe recreation area for the enjoyment of the Hoboken community for the next 2-3 years
- Features that are affordable
- Features that are not currently provided at other parks in Hoboken

What CAN'T we build at a pop-up park?

- Features that will disturb the asphalt cap, which is an approved remediation engineering control
- Features which are cost-prohibitive (\$500,000+)
- Features which require additional sewer connections
- Features which would require significant maintenance

What we heard:

Your Preferred Pop-up Park Features from 700+ Survey Responses

Not Popular

- Bike "Speed Ring" Loop
- Bike Skills Course
- Tetherball
- See Saw
- Balance Beam

Somewhat Popular

- BBQ Grill
- Dog Run
- Rock Climbing Wall
- Climbing Net
- 18-hole Mini-Golf Course
- Slide
- Life-size Games
- Community Gardens

Very Popular

- Multi-Sport Court
- Amphitheater
- Track with Fitness Stations
- Playground
- Sand Volleyball Court
- Roller Hockey Court
- Spray Water Feature
- 9-hole Mini-Golf Course



HOBOKEN

What we heard:

Your top 15 open-ended responses

Proposed in concept plan:

- Food truck area
- Shade structures
- Trees
- Picnic tables / café seating
- Tennis
- Restrooms
- Community gardens
- Fitness equipment
- Murals / public art
- Roller skating
- Swings

Not proposed due to site constraints:

- Open green space or passive park
- Grass
- Dog Run

Not proposed due to cost:

- Pool
- Full size turf athletic field

Not proposed because existing facilities are underutilized:

- Roller hockey

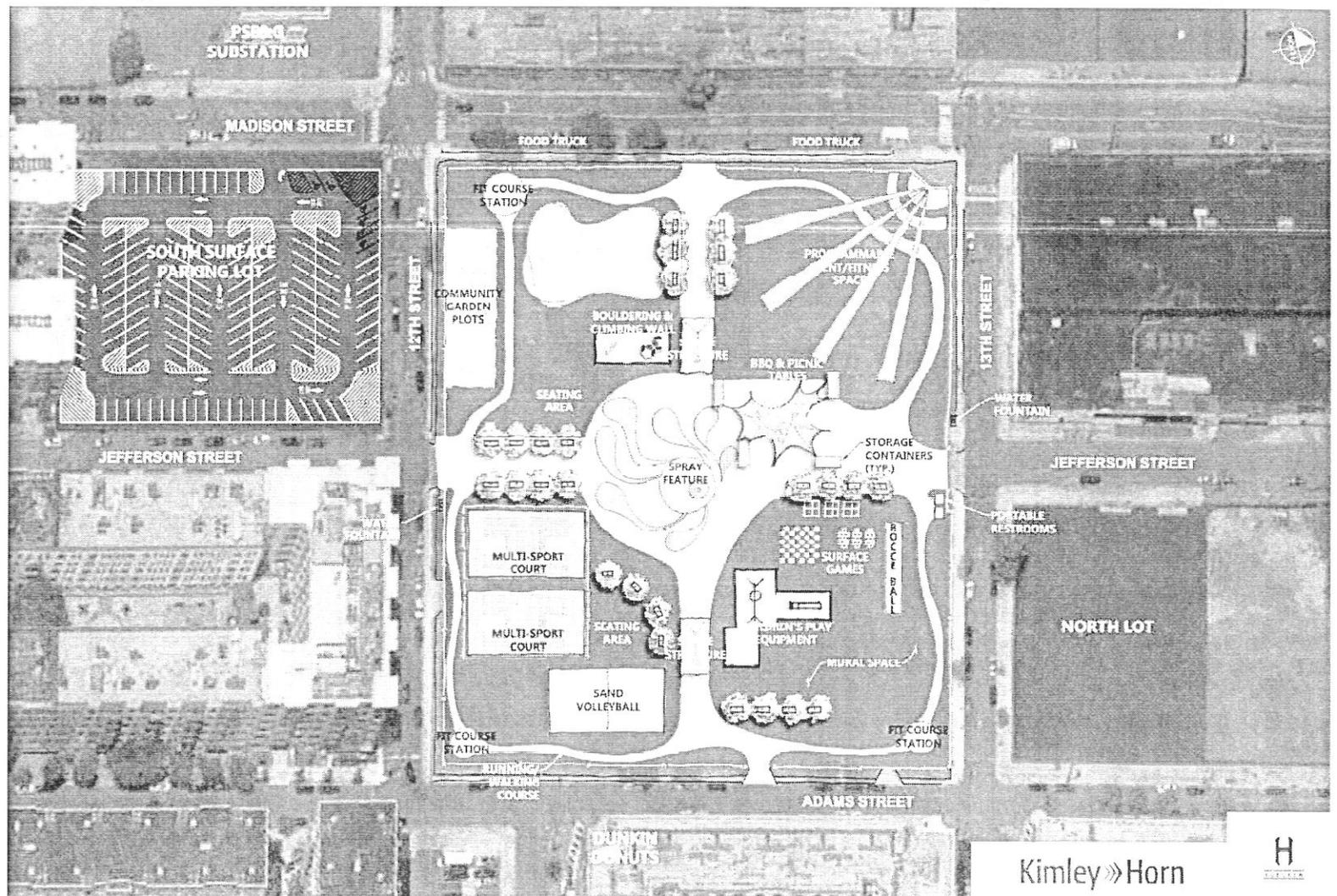
General Concerns:

- Keep cost for taxpayers minimal
- Avoid noise, lights, and traffic
- Ensure safety

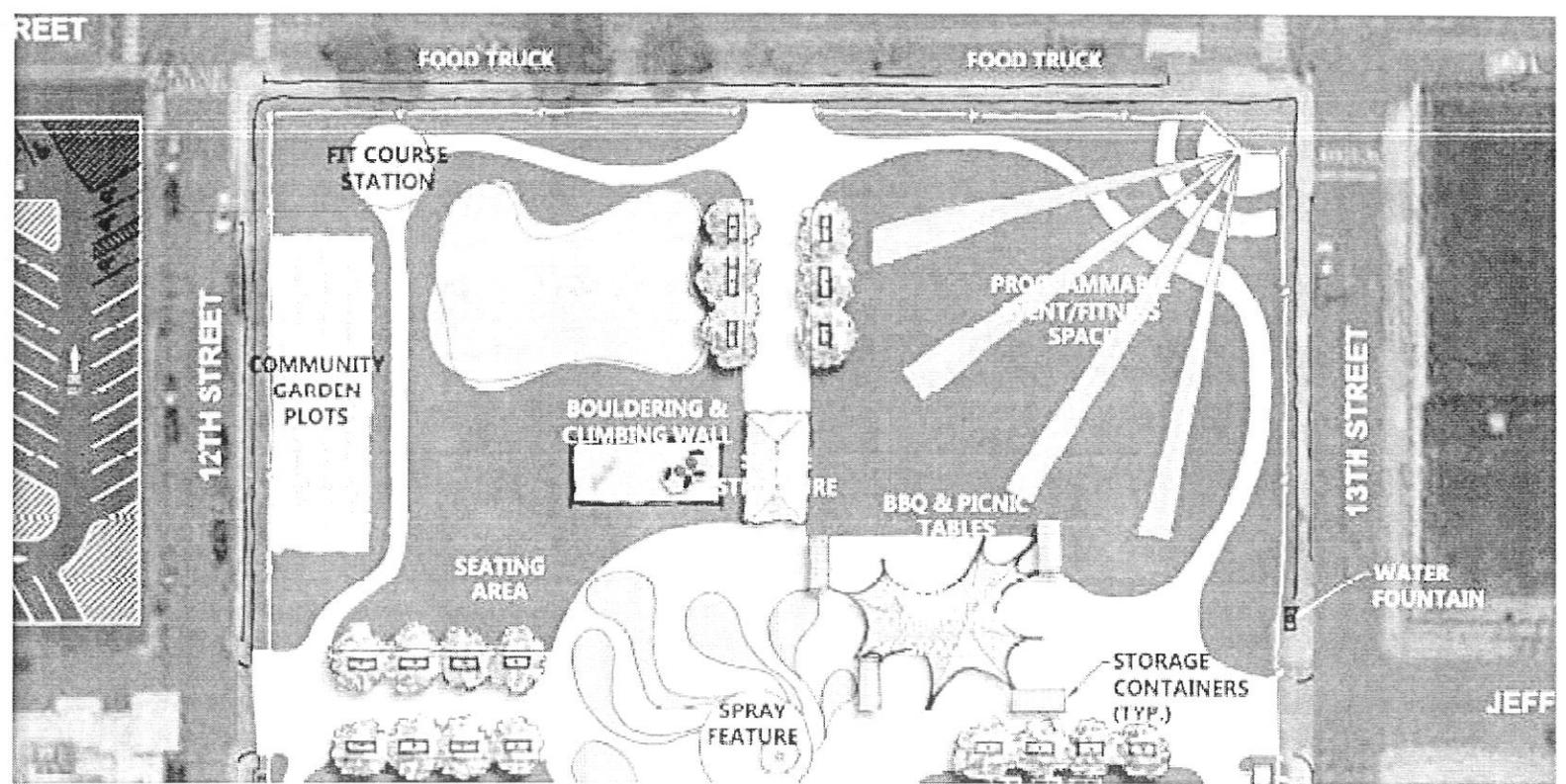


HOBOKEN

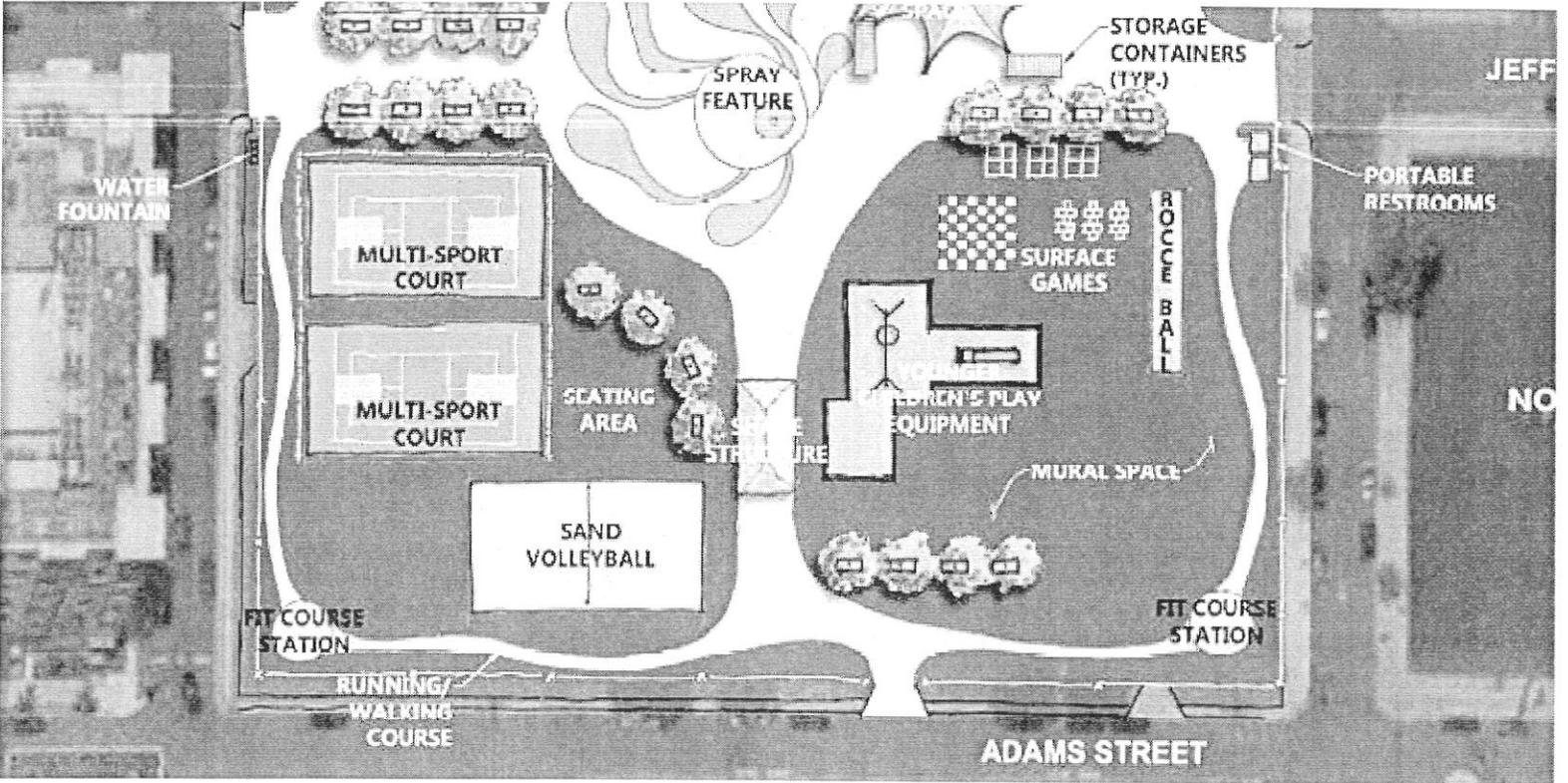
Proposed Pop-up Park Concept Plan



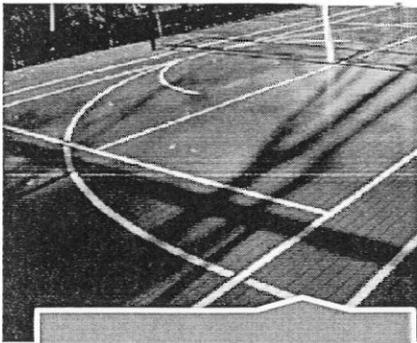
Proposed Pop-up Park Concept Plan: Western Side



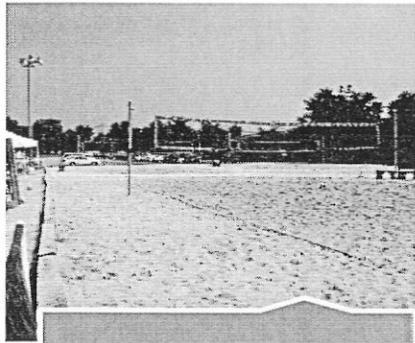
Proposed Pop-up Park Concept Plan: Eastern Side



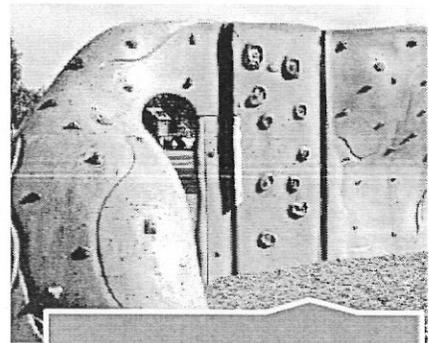
Proposed Pop-up Park Features



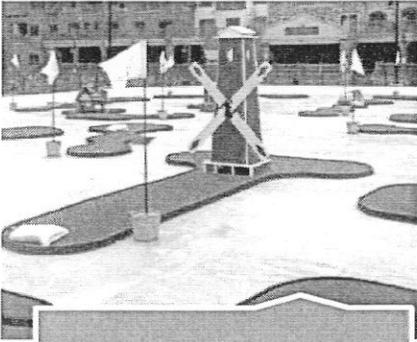
Multi-Sport Courts



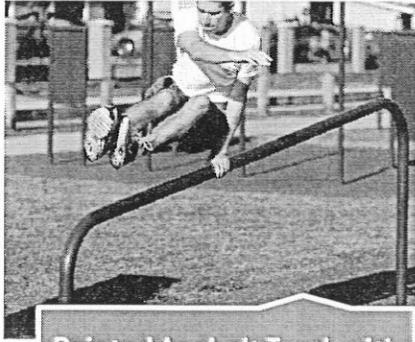
Sand Volleyball Court



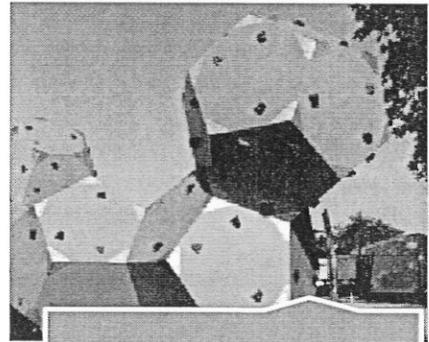
Rock Climbing Wall



9-hole Mini-Golf Course

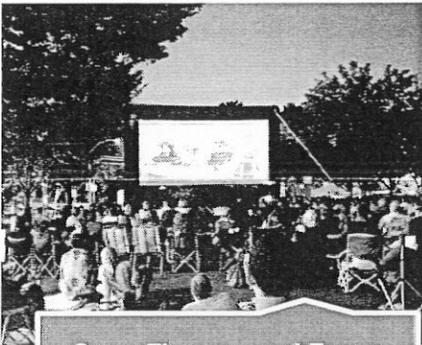


Painted Asphalt Track with Fitness Stations



Bouldering

Proposed Pop-up Park Features



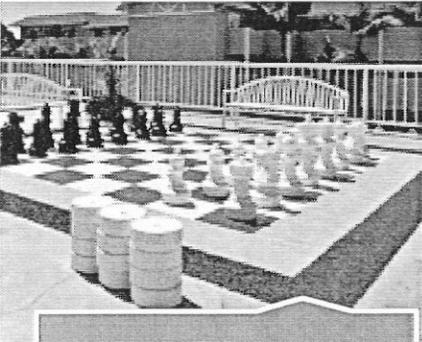
Open Fitness and Event Space



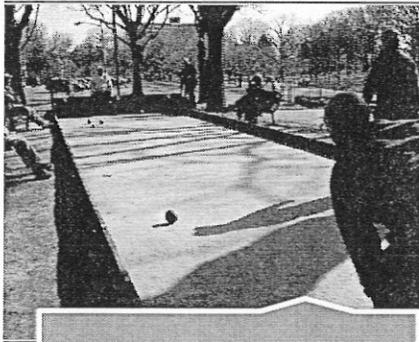
Playground with play structure, slide, and swings



Spray Water Feature



Life-size Checkers & Chess



Bocce Ball Court

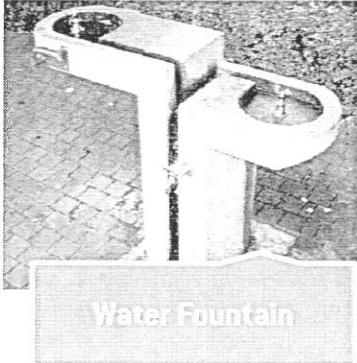
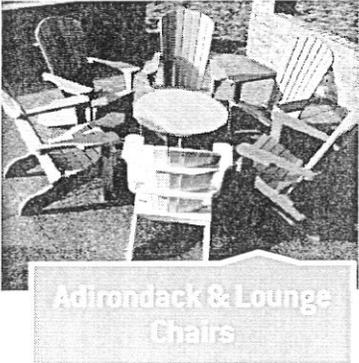
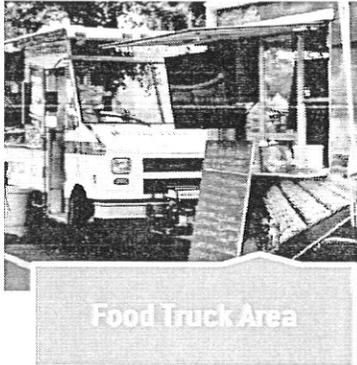
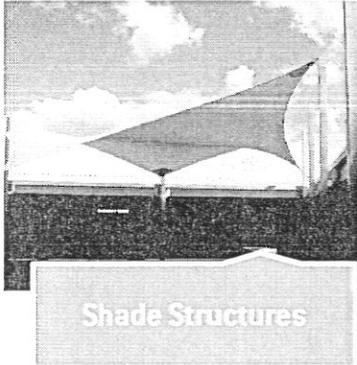


Community Gardens



HOBOKEN

Proposed Pop-up Park Amenities



Cost of Proposed Pop-up Park Features

Proposed Features	Non-Reusable Cost [approximate]	Reusable Cost [approximate]
Community Garden Planter Boxes (30)		\$12,000
Water Spray Feature on Fire Hydrant		\$100
Sand Volleyball Court	\$25,000	
Multi-Sport Courts (rubberized, modular)	\$11,000	\$70,000
9-hole Mini-Golf Course		\$18,500
Open Fitness and Event Space Painting	\$30,000	
Pedestrian Plaza and Perimeter Track Painting	\$50,625	
Fitness Stations		\$6,700
Bouldering and Rock Climbing Area	\$4,500	\$19,400
Playground Area	\$9,375	\$25,000
Slide		\$2,500
Swing Set		\$8,500
Bocce Ball Court	\$2,500	
Life-size chess, hopscotch and four-square	\$1,125	\$1,000
Subtotal	\$134,125	\$163,700

All costs are approximate and inclusive of labor/installation.



HOBOKEN

Cost of Proposed Pop-up Park Amenities

Proposed Amenities	Non-Reusable Cost [approximate]	Reusable Cost [approximate]
Drinking Fountains		\$7,500
Trees in Planter Boxes		\$15,600
Shade Structures		\$61,750
Picnic Tables		\$6,000
BBQ Grills		\$1,300
Benches		\$2,400
Adirondack Chairs		\$800
Lounge Chairs		\$750
Storage Containers		\$8,000
Portable Restrooms	\$8,640	
Lighting, Utilities and Site Work	\$22,100	\$6,400
Subtotal	\$30,740	\$110,500

All costs are approximate and inclusive of labor/installation.



HOBOKEN

Proposed Pop-up Park Funding Strategy

Proposed Amenities	Cost [approximate]
Non-Reusable Cost (paint, fencing, utilities, etc.)	\$164,865
Reusable Cost (shade, trees, equipment, multi-sport courts, etc.)	\$274,200
Total	\$439,065
15% Contingency	\$65,860
Total with Contingency	\$504,925

Potential Sources of Funding:

- Revenue from rental fees at City parks
- Revenue from parking fees at temporary surface parking lot
- Open Space Trust Fund
- Concessions
- Sponsorships / donations

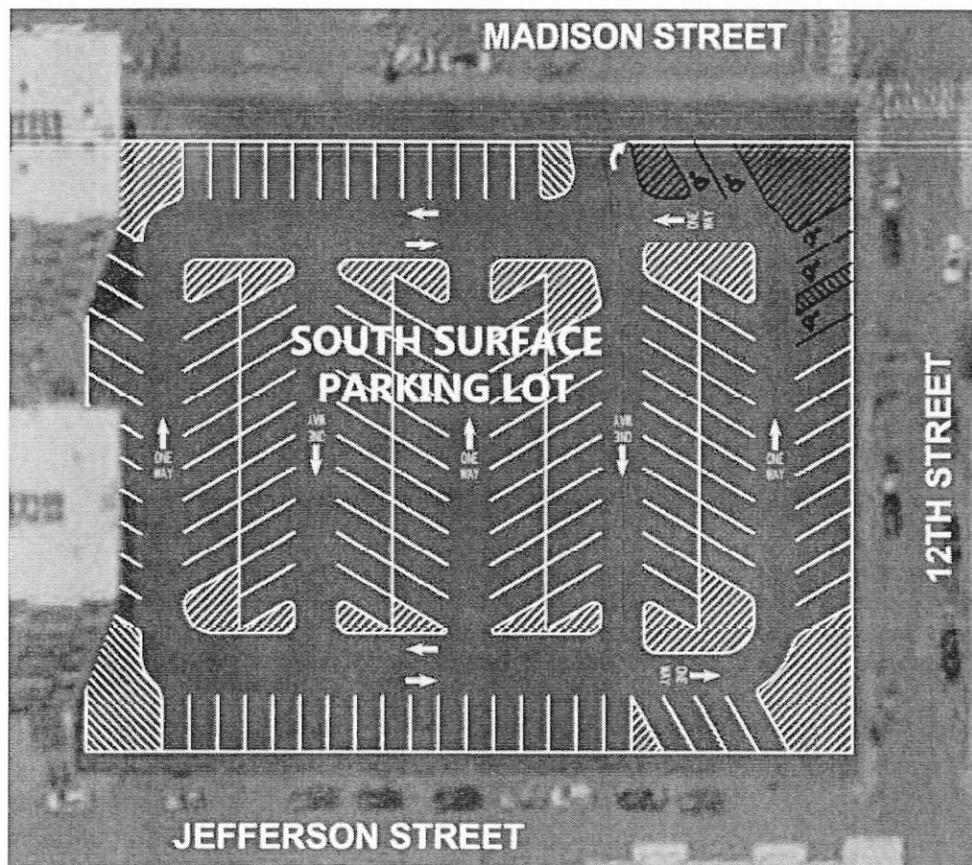
All costs are approximate and inclusive of labor/installation.



HOBOKEN

Proposed Temporary Parking Concept Plan

- 136 Total Parking Spaces
- Vehicle entrance on Madison Street between 11th and 12th Streets
- Pedestrian entrance on Madison Street at 12th Street



How to provide your Feedback on the Concept Plan:

- Complete a comment card tonight
- Email comments to NorthwestPark@hobokennj.gov

Please provide all comments on the concept plan tonight or via email by tomorrow, January 20, 2017

Comments and Questions?



City of Hoboken
northwestpark@hobokennj.gov

Kimley»Horn

Adam Gibson, P.E.
Adam.Gibson@kimley-horn.com

Kevin Van Hise, PLA
kevin.vanhise@kimley-horn.com



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CITY OF HOBOKEN

Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: **REVISED** February 7, 2017

TO: City of Hoboken Planning Board

CC: Stephen D. Marks, Business Administrator
Brandy Forbes, Director of Community Development

FROM: Jennifer Gonzalez, Principal Planner

RE: Northwest Pop-Up Park Concept Plan

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Features

- Multi-Sport Courts
- Sand Volleyball Court
- Rock Climbing Wall
- 9-hole Mini-Golf Course
- Painted Asphalt Track with Fitness Stations
- Bouldering
- Open Fitness and Event Space

Amenities

- Trees
- Shade Structures
- Food Truck Area
- Picnic Area
- Adirondack & Lounge Chairs
- Restrooms
- Water Fountain

Features

- Playground with play structure, slide, and swings
- Spray Water Feature
- Life-size Checkers & Chess
- Bocce Ball Court
- Community Gardens

Amenities

- Public Art

The orientation of these proposed features and amenities in the concept plan seeks to ensure safety while avoiding noise and evening lighting for nearby residences. A temporary surface parking lot is also proposed south of the pop-up park. The temporary parking lot would have 136 spaces, with a vehicular entrance at an existing gate on Madison Street south of 12th Street. A separate announcement will be made with further information regarding the temporary parking lot.

The concept plan does not propose the following features and amenities.

Not proposed due to cost (\$500,000+):

- Pool
- Full size turf athletic field

Not proposed due to site constraints:

- Open green space or passive park
- Grass
- Dog Run

Not proposed because existing facilities are underutilized:

- Roller hockey

The concept plan was presented at a public meeting on January 19, 2017. A video of the meeting is available at www.hobokennj.gov/nwpark. Approximately 40 people attended the public meeting, 7 provided written comment forms, and 10 provided email comments following the meeting. The online survey closed on January 23, 2017 and received a total of 775 responses. The most popular features based on public comments and final survey responses did not vary significantly from the initial survey responses.

Based upon public feedback during and after the meeting, as well as City Council subcommittee comments, the following changes to the concept plan are proposed:

- Remove the sand volleyball course and replace with another multi-sport court. Combine the three multi-sport courts to allow for a single fence around the perimeter.
- Reorient the northwest quadrant so that the “amphitheater” projects from the center toward the northwest to avoid conflicts with the running track.
- Swap the elements in the southwest quadrant (community gardens, rock climbing/bouldering, mini golf) with the elements in the northeast quadrant (playground, bocce, surface games, mural space) to minimize noise levels.
- Move the center entrance on the east side of the site to 12th Street to avoid any mid-block pedestrian crossings.
- Restripe crosswalks, as needed, along 13th Street for pedestrian safety, considering truck routes from the proposed Trader Joe’s.

Keeping the cost to the taxpayers minimal is a high priority for the pop-up park. Therefore, the concept plan proposes reusable features to the greatest extent possible. Approximately 60% of the proposed budget is comprised of features and amenities that could be reused at other City parks or the permanent resiliency park. Potential sources of funding for the pop-up park include: revenue from rental fees at City parks, revenue from parking fees at a temporary surface parking lot south of the pop-up park, the municipal Open Space Trust Fund, concessions, sponsorships and/or donations.

HUDSON REPORTER ASSOC., L.P.

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State of New Jersey, HOBOKEN CITY CLERK'S OFFICE
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County of Hudson HOBOKEN, NJ 07030

I, Barbara Johnson, of full age, being duly sworn according to law,

On her oath, says that she is the Receptionist of THE HUDSON
REPORTER, a public newspaper printed and published in the city of

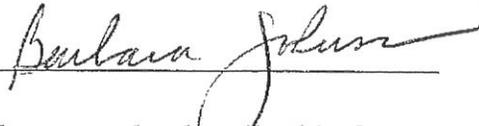
Bayonne in said County. That a notice re: Public Notice

a newspaper clipping of which is attached hereto, was published

1 Time(s) in said newspaper on the following days:

Hoboken Reporter

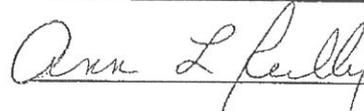
December 18, 2016



Sworn and subscribed before me

this 27 day

of December A.D., 2016


_____, Notary Public, N.J.

ANN L. REILLY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES
OCTOBER 1, 2017

HUDSON REPORTER ASSOC. LP
 BROADWAY
 HOBOKEN NJ 07002

(201) 798-7800

Fax(201) 798-0018

Advertising Memo Bill

1 Memo Bill Period 12/2016		2 Advertiser/Client Name HOBOKEN CITY CLERK'S OFFICE	
23 Total Amount Due 300.30		3 Unapplied Amount	
21 Current Net Amount Due .00		22 30 Days .00	60 Days .00
		Over 90 Days .00	
4 Page Number 1	5 Memo Bill Date 12/27/16	6 Billed Account Number DAVE UNGER	7 Advertiser/Client Number 4473

8 Billed Account Name and Address HOBOKEN CITY CLERK'S OFFICE JAMES FARINA 94 WASHINGTON ST HOBOKEN NJ 07030		Amount Paid: Comments: Ad #: 225019
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Please Return Upper Portion With Payment

10 Date	11 Newspaper Reference	12, 13, 14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
12/18/16	225019 D	DISPLAY ADVERTISING 12/18 HR	3.0X 7.00 21.00	1 14.30	300.30	300.30

Statement of Account - Aging of Past Due Amounts

21 Current Net Amount Due	22 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
0.00	0.00	0.00	0.00		300.30

HUDSON REPORTER ASSOC. LP
 (201) 798-7800

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 Invoice 225019		25 Billing Period 12/2016		Advertiser Information 6 Billed Account Number 4473		7 Advertiser/Client Number 4473		8 Advertiser/Client Name HOBOKEN CITY CLERK'S OF	
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INJURED – More than 100 people were injured in the train accident, both aboard and on the platform. Photo by Caren Matzner.

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**PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, NJ**

Notice of Public Meeting

The City of Hoboken will hold a public meeting to discuss plans for a "Pop-up Park" and temporary parking at the BASF property. The property is comprised of three parcels, totaling approximately 6 acres, located at 1113-1131 Madison Street (Block 103 Lot 7), 1201 Madison/1200 Adams Street (Block 107 Lot 1), and 1301-1311 Jefferson Street (Block 113 Lot 1). The City recently signed the contract to acquire the property which is covered with asphalt, and the City is looking to establish a temporary park and parking at this location while permanent plans for the property can be prepared. Members of the public are invited to attend the meeting to discuss the proposed plans for temporary park/recreation and surface parking improvements, as well as provide any other recommendations requested by the public.

The meeting details are as follows:

Date: Thursday, January 19, 2017
(Snow Date: Tuesday, January 24, 2017)

Location: Jubilee Center
601 Jackson Street, Hoboken, NJ 07030
7:00 PM – 9:00 PM

If you cannot attend this meeting, please submit your written comments directly to Jennifer Gonzalez, Principal Planner, via mail at 94 Washington Street, Hoboken, NJ 07030 or email at NorthwestPark@hobokennj.gov.

Posted: December 16, 2016

TRAIN from cover

Hoboken, 34, who was hit by debris outside the train.

A spokesman for the National Transportation and Safety Board (NTSB) told the Reporter on Sept. 30 that the federal agency would not have a final report or answers for the public for at least a year after the crash.

The agency has been investigating since then, and has released some preliminary findings that contradict the train engineer's recollection of that morning.

The train's engineer, Thomas Gallagher of Morris Plains, who worked for NJ Transit for 29

He said it is not difficult to see how the "You" gas pedal pushes the throttle click into a deliberate NJ Transit accident properly that terminal speedon

A similar accident occurred in N of 2013.

years, said in interviews with the NTSB that he did not remember the moment of impact, but that the train was going 10 miles per hour (the speed limit) when it entered the terminal.

But on Oct. 13, the NTSB released a four-page preliminary report that contradicts this recollection. The report gave details from interviews with personnel, eyewitness accounts, and the train's salvaged data recorder. The report stated the following:

- "The event recorder indicated that about 38 seconds before the collision, throttle increased from idle to the number 4 position while the train was traveling about 8 mph. Train speed began to increase and reached a maximum of about 21 mph while the brake pipe pressure remained unchanged."

- "Just prior to the collision, the event recorder indicated that the throttle position went from number 4 to idle. Engineer-induced emergency braking occurred less than 1 second before the collision with the bumping post."

- "The event recorder showed the train speed was about 21 mph at the time of the collision with the bumping post."

In their report, the NTSB noted, "The information in this report is preliminary and will be supplemented or corrected during the course of the investigation."

What happened?

Since that time, Gallagher has not had any further recollection of the accident, said his attorney, Jack Arseneault of Chatham, last week. Last month, he told the press that since the accident, his client has been diagnosed with sleep apnea.

"I forwarded the formal diagnosis to the NTSB on October 31," said Arseneault last week. "I advised NJ Transit on October 7 that the sleep specialist physician stated that Mr. Gallagher very likely suffers from sleep apnea and that the accident may be directly related to that condition."

An individual with sleep apnea has one or more pauses in breathing or shallow breathing during sleep, according to the National Health Institute. It may leave a sufferer feeling fatigued.

But if this condition was a cause of the tragedy, it leaves a big question: How did the train's throttle move from idle to the number 4 position? Is that something that could happen accidentally?

Expert explains

A former railroad engineer who now works around the country as an expert forensic witness, Augustine F. Ubaldi, explained some of the technical aspects of the NTSB's report in an interview last week.

Ubaldi works as an expert witness at Robson Forensic in Ohio. He has not been retained by anyone in connection with the Hoboken case but has spoken with national media outlets for several years about other train crashes.

"I started doing this, responding and answering questions and analyzing reports, almost 30 years ago," said Ubaldi last week. "I have worked on airports and railroads for over 46 years."

Ubaldi has worked as engineering director for the Greater Cleveland Regional Transit Authority and for various railroads.

the NTSB looked about 6 stated it was operational the cab has no 1 Ubaldi "If you you might and control speed you would 1 position son to upgrade Gallag rested u Oct. 13 He al brake to operatir The N cell pho away di

The N sure re mean?

"When you control pushes Ubaldi comprehensive train dc means: l reservoir engage. The li did not increase sure rer "He [there w which t

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AD TEXT

Legals

PUBLIC NOTICE CITY OF HOBOKEN HUDSON COUNTY, NJ Notice of Public Meeting The City of Hoboken will hold a public meeting to discuss plans for a "Pop-up Park" and temporary parking at the BASF property. The property is comprised of three parcels, totaling approximately 6 acres, located at 1113-1131 Madison Street (Block 103 Lot 7), 1201 Madison/1200 Adams Street (Block 107 Lot 1), and 1301-1311 Jefferson Street (Block 113 Lot 1). The City recently signed the contract to acquire the property which is covered with asphalt, and the City is looking to establish a temporary park and parking at this location while permanent plans for the property can be prepared. Members of the public are invited to attend the meeting to discuss the proposed plans for temporary park/recreation and surface parking improvements, as well as provide any other recommendations requested by the public. The meeting details are as follows: Date: Thursday, January 19, 2017 (Snow Date: Tuesday, January 24, 2017) Location: Jubilee Center 601 Jackson Street, Hoboken, NJ 07030 7:00 PM - 9:00 PM If you cannot attend this meeting, please submit your written comments directly to Jennifer Gonzalez, Principal Planner, via mail at 94 Washington Street, Hoboken, NJ 07030 or email at NorthwestPark@hobokennj.gov. Posted: December 16, 2016 12/16/16 \$62.95

Related Categories: Notices and Announcements - Legal Notice

Published in *The Jersey Journal* 12/16. Updated 12/16.



**PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, NJ**

Notice of Public Meeting

Date: January 19, 2017 (snow date: January 24, 2017)

Time: 7:00 PM - 9:00 PM

Location: Jubilee Center, 601 Jackson Street, Hoboken, NJ 07030

The City of Hoboken will hold one public meeting to discuss plans for a "Pop-up Park" and temporary parking at this site. This site is composed of three parcels totaling approximately 6 acres, including 1111-1131 Madison Street (Block 703 Lot 1), 1279 Madison Street (Block 107 Lot 1), and 1301-1311 Jefferson Street (Block 113 Lot 1). The City recently signed the contract to acquire the property, which is covered with asphalt, and the City is looking to establish a temporary park and parking at this location while permanent plans for the property can be prepared. Members of the public are invited to attend the meeting to discuss the proposed plans for temporary park recreation and surface parking improvements, as well as provide any other recommendations requested by the public.

If you cannot attend this meeting, please submit your written comments directly to Jennifer Gonzalez, Principal Planner via mail at 64 Washington Street, Hoboken, NJ 07030 or email at Jennifer.Gonzalez@hobokennj.gov.

Printed On: 01/16/2017



**PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, NJ**

Notice of Public Meeting

Date: January 19, 2017 (snow date: January 24, 2017)
Time: 7:00 PM - 9:00 PM
Location: Jubilee Center, 601 Jackson Street, Hoboken, NJ 07030

The City of Hoboken will hold one public meeting to discuss plans for a "Pop-up Park" and temporary parking at this site. This site is comprised of three parcels, totaling approximately 6 acres, including 1113-1131 Madison Street (Block 103 Lot 7), 1201 Madison/1200 Adams Street (Block 107 Lot 1), and 1301-1311 Jefferson Street (Block 113 Lot 1). The City recently signed the contract to acquire the property, which is covered with asphalt, and the City is looking to establish a temporary park and parking at this location while permanent plans for the property can be prepared. Members of the public are invited to attend the meeting to discuss the proposed plans for temporary park/recreation and surface parking improvements, as well as provide any other recommendations requested by the public.

If you cannot attend this meeting, please submit your written comments directly to Jennifer Gonzalez, Principal Planner, via mail at 94 Washington Street, Hoboken, NJ 07030 or email at NorthwestPark@hobokennj.gov.

Posted: December 16, 2016



**PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, NJ**

Notice of Public Meeting

Date: January 19, 2017 (snow date: January 24, 2017)
Time: 7:00 PM - 9:00 PM
Location: Jubilee Center, 601 Jackson Street, Hoboken, NJ 07030

The City of Hoboken will hold one public meeting to discuss plans for a "Pop-up Park" and temporary parking at this site. This site is comprised of three parcels, totaling approximately 6 acres, including 1113-1131 Madison Street (Block 103 Lot 7), 1201 Madison/1200 Adams Street (Block 107 Lot 1), and 1301-1311 Jefferson Street (Block 113 Lot 1). The City recently signed the contract to acquire the property, which is covered with asphalt, and the City is looking to establish a temporary park and parking at this location while permanent plans for the property can be prepared. Members of the public are invited to attend the meeting to discuss the proposed plans for temporary park/recreation and surface parking improvements, as well as provide any other recommendations requested by the public.

If you cannot attend this meeting, please submit your written comments directly to Jennifer Gonzalez, Principal Planner, via mail at 94 Washington Street, Hoboken, NJ 07030 or email at NorthwestPark@hobokennj.gov.

Posted: December 16, 2016



PUBLIC NOTICE CITY OF HOBOKEN HUDSON COUNTY, NJ

Notice of Public Meeting

Date: January 19, 2017 (snow date: January 24, 2017)
Time: 7:00 PM - 9:00 PM
Location: Jubilee Center, 601 Jackson Street, Hoboken, NJ 07030

The City of Hoboken will hold one public meeting to discuss plans for a “Pop-up Park” and temporary parking at this site. This site is comprised of three parcels, totaling approximately 6 acres, including 1113-1131 Madison Street (Block 103 Lot 7), 1201 Madison/1200 Adams Street (Block 107 Lot 1), and 1301-1311 Jefferson Street (Block 113 Lot 1). The City recently signed the contract to acquire the property, which is covered with asphalt, and the City is looking to establish a temporary park and parking at this location while permanent plans for the property can be prepared. Members of the public are invited to attend the meeting to discuss the proposed plans for temporary park/recreation and surface parking improvements, as well as provide any other recommendations requested by the public.

If you cannot attend this meeting, please submit your written comments directly to Jennifer Gonzalez, Principal Planner, via mail at 94 Washington Street, Hoboken, NJ 07030 or email at NorthwestPark@hobokennj.gov.

Posted: December 16, 2016

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON:

FEB 15 2017

F1

James J. Sarena

SPONSORED BY: _____

SECONDED BY: _____

N. Ramos

CITY CLERK

CITY OF HOBOKEN
 RESOLUTION NO.: _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED AMENDMENT TO THE CITY'S CONTRACT WITH HEARTLAND PAYMENT SYSTEMS FOR CREDIT CARD PROCESSING SERVICES

WHEREAS, pursuant to Resolution No. F1 dated September 21, 2016, the City awarded a contract to Heartland Payment Systems for credit card processing services; and,

WHEREAS, the City of Hoboken is requesting that Heartland Payment Systems provide "gross billing" rather than "net billing", which is an additional charge of two (2) base points but no additional transactions fees; and,

WHEREAS, the Administration recommends entering into the attached amendment to the City's agreement with Heartland Payment Systems to reflect said change.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby authorizes the City to enter into the attached Amendment to the Government and Education Merchant Processing Agreement between Heartland Payment Systems LLC and the City of Hoboken, in the form attached or substantially similar with no substantive changes, and:

1. The above recitals are incorporated as if fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to realize the intent and purpose of this resolution.
3. This resolution shall be effective immediately.

Meeting date: February 15, 2017

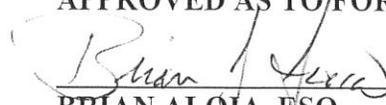
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOJA, ESQ.
CORPORATION COUNSEL

**Amendment
to
Government and Education Merchant Processing Agreement
between
Heartland Payment Systems, LLC.
and
City of Hoboken**

THIS AMENDMENT ("Amendment") to the Government and Education Merchant Processing Agreement (the "Agreement") is made as of the date of the last signature below (the "Effective Date") by and between Heartland Payment Systems, LLC ("HPS"), a Delaware corporation, with its principal place of business at 10 Glenlake Parkway North East, North Tower, Atlanta, GA 30328-3473 and the City of Hoboken with its principal place of business at 94 Washington Street, Hoboken, New Jersey 07030 ("Merchant"). HPS and Merchant are collectively from time to time referred to herein as the "Parties" with each being individually referred to as a "Party".

WHEREAS, Merchant and HPS desire to amend the Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merchant and HPS agree as follows:

1. HPS will cease providing "net billing" and will provide "gross billing" at an additional charge of two (2) basis points. No additional transaction fees will be charged.

2. This Amendment does not, and shall not be construed to, modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced in this Amendment. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

3. Except as otherwise modified herein, the capitalized terms used in this Amendment shall have the meaning specified in the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed on its behalf by its duly authorized representative.

CITY OF HOBOKEN

HEARTLAND PAYMENT SYSTEMS, LLC.

By: _____

By:  _____

Title: _____

Title: President, Campus Solutions

Date: _____

Date: January 27, 2017

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 15 2017

12

Introduced By:

David M...

Seconded By:

JR

James J...

CITY CLERK

CITY OF HOBOKEN

RESOLUTION No. _____

RESOLUTION TO ESTABLISH A 2017 TEMPORARY CAPITAL BUDGET (N.J.S.A. 40A:4-43)

WHEREAS, the City of Hoboken desires to establish the 2017 Temporary Capital Budget of said municipality by inserting therein the following project;

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Hoboken as follows:

Section 1. The 2017 Temporary Capital Budget of the City of Hoboken is hereby established by the adoption of the schedule to read as follows:

Temporary Capital Budget of the
City of Hoboken
County of Hudson, New Jersey
Projects Scheduled for 2017
Method of Financing

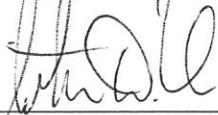
<u>Project</u>	<u>Est. Costs</u>	<u>Grants</u>	<u>Budget Appr. Fund</u>	<u>Capital Imp. Fund</u>	<u>Bonds</u>	<u>Self-Liquidating Bonds</u>
Rehabilitation and Reconstruction of Pier "A"	\$4,000,000			\$200,000	\$3,800,000	

Section 2. The Clerk be and is authorized and directed to file a certified copy of this resolution with the Division of Local Government Services Department of Community Affairs, State of New Jersey, within three days after the adoption of this project for the 2017 Temporary Capital Budget, to be included in the 2017 Permanent Capital Budget as adopted.

Meeting date: February 15, 2017

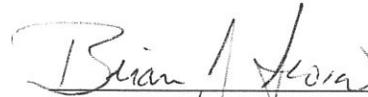
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Giattino	/			

APPROVED BY:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

441

AT A MEETING HELD ON: FEB 15 2017

SPONSORED BY:
SECONDED BY:

David Mello
David Mello

James J. Sarino

CITY CLERK CITY OF HOBOKEN
RESOLUTION NO.: _____

**RESOLUTION AWARDING A CHANGE ORDER AND CLOSE OUT TO
THE CITY'S CONTRACT WITH REGGIO CONSTRUCTION, INC. FOR
THE SIDEWALK REHABILITATION AT MULTI-SERVICE CENTER
PROJECT IN THE DECREASED AMOUNT OF \$10,344.45**

WHEREAS, a contract was awarded to Reggio Construction, Inc. for the Sidewalk Rehabilitation at Multi-Service Center project, in the original amount of \$136,285.00; and,

WHEREAS, the City then received the attached request from Boswell Engineering to award Change Order #1 decreasing the contract amount by \$10,344.45, a decrease of 7.66%, and then closing out the contract; and,

WHEREAS, in accordance with the direction of the Administration, the City Council therefore wishes to approve Change Order #1 decreasing the contract with Reggio Construction, Inc. by \$10,344.45 and closing out the contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that Change Order #1 to the City's contract with Reggio Construction, Inc. for the Sidewalk Rehabilitation at Multi-Service Center project is granted, so that the contract is decreased by \$10,344.45 and closed out, for a final contract amount of \$125,840.55.

Meeting date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:
Stephen D. Marks
STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:
Brian Aloia
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

MAINTENANCE BOND

Bond No. 40103

KNOW ALL MEN BY THESE PRESENTS:

That Reggio Construction Inc. 1575 West Street Fort Lee, NJ 07024
as Principal, hereinafter called Contractor, and The Service Insurance Company, Inc.
80 Main Street West Orange NJ 07052, as Surety, hereinafter called Surety, are held
and firmly bound unto City of Hoboken
84 Washington Street Hoboken NJ 07030, as Obligee, hereinafter
called Owner, in the penal sum of Eighteen Thousand Eight Hundred Seventy Six Dollars and
00/100 Dollars (\$ 18,876.00), for payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements:

Sidewalk Rehabilitation at Multi Service Center

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by
reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any
defects due to faulty materials or workmanship, and pay for any damage to other work resulting
therefrom, which shall appear within a period of Two Years from the date of substantial
completion of the work provided for in the Plans, then this obligation to be void; otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed
defects with reasonable promptness.

SIGNED and sealed this 12th day of January, 2017.

In the presence of:

[Signature]

Reggio Construction Inc.
Principal (Seal)

By: [Signature]
Title

FILE NO. HO 508
REC'D
JAN 10 2017
E. J. ...
SC...

The Service Insurance Company, Inc.
Surety
By: [Signature]
William Paterno Attorney-in-Fact

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

THE SERVICE INSURANCE COMPANY INC., surety (ies) on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and the surplus requirements of R.S. 17: 17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The Capitol (where applicable) and surplus, as determined in accordance with the applicable laws of this state, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2014 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indication separately for each surety that surety's capitol and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

The Service Insurance Co., \$6,499,106 (12/31/14)

(3) (a) With respect to each surety participating in the issuance of the bond that has received from the United States Secretary of Treasury a certificate of authority pursuant to 31 U.S.C 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date (thereof):

The Service Insurance Co., \$650,000.00 (6/25/2015)

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority pursuant to R.S, 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

-0-

(4) The amount of the bond to which this statement and certification is attached is \$18,876.00

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both then for each contract of reinsurance:

(a) The name and address of each such reinsurance under that contract and the amount of that reinsurance participation in the contract is as follows:

ENDURANCE REINSURANCE CORPORATION OF AMERICA, 25%
750 Third Avenue
19th Floor
New York, NY 10017

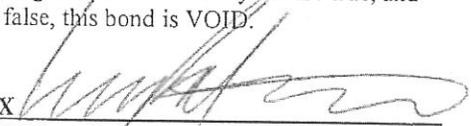
(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17: 51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(To be completed by an authorized agent for each surety on the bond)

I William Paterno (name of agent), as Attorney-In-Fact (title of agent) for The Service Insurance Co. (name of surety), a corporation/ mutual insurance company/ other (indicating type of business organization) (circle one) domiciled in New Jersey (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

X


William Paterno, Attorney-In-Fact

THE SERVICE INSURANCE COMPANY, INC.
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey, pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

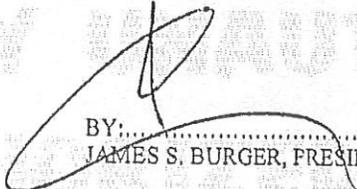
Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$5,000,000.00 (Five Million Dollars).

Does hereby nominate, constitute and appoint WILLIAM PATERNO, JOHN TRUE of MID-ATLANTIC SURETY Insurance Agency as its true and lawful agents ("Outside Agents") and Attorney(s)-in-Fact to make, execute and deliver any and all bond undertakings and Consents of Surety on behalf of the Company to any Obligor for all bid bond, performance bond, payment bond and all bond undertakings not to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars). Said Outside Agents shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Outside Agents by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligor may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 26th day of April, A.D. 2016

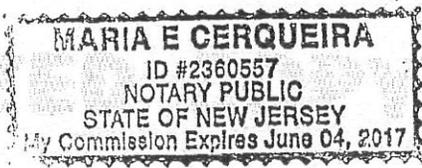
THE SERVICE INSURANCE COMPANY, INC.

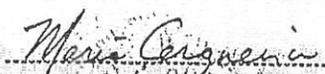
BY: 
GLEN T. BURGER, TREASURER

BY: 
JAMES S. BURGER, PRESIDENT

STATE OF NEW JERSEY)
) SS
CITY OF WEST ORANGE)

On this 26th day of April, A.D. 2016, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself deposed the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.




Notary Public in the State of New Jersey

CERTIFICATE

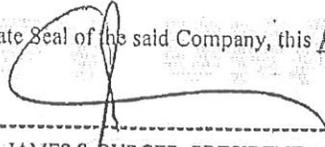
I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 18th day of JANUARY, 2017.

117520


JAMES S. BURGER, PRESIDENT

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY



THE SERVICE INSURANCE COMPANY
(Statutory Basis)
**STATEMENT OF ADMITTED ASSETS,
 LIABILITIES SHAREHOLDER'S EQUITY
 AS OF DECEMBER 31, 2015**

ADMITTED ASSETS

Cash & Cash Equivalents & Short Term Investments	3,470,243
Common Stocks	926,863
Bonds	7,627,082
Interest Income Receivable	104,132
Premiums & Agents Balances	544,339
Amounts Receivable from Reinsurers	305,175
Current Federal Income Tax Recoverable	-
Electronic Data Equipment	4,766
Net Deferred Tax Asset	33,684
	33,684
TOTAL ADMITTED ASSETS	13,016,284

LIABILITIES & SHAREHOLDER'S EQUITY

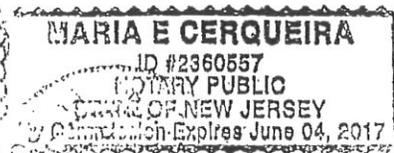
LIABILITIES	
Losses & Loss Adjustment Expenses	551,765
Other Expenses	383,484
Taxes, licenses & fees	41,348
Federal Income Tax	32,960
Unearned Premiums	1,082,421
Amounts Withheld or Retained by Company for Accounts of Others	3,786,092
Miscellaneous	129,254
	129,254
Total Liabilities	6,007,324
SHAREHOLDER'S EQUITY	
Common stock, par value \$20.00 per share	
50,000 shares authorized Issued, 32,000 shares outstanding as of December 31, 2015	1,000,000
Gross Paid-In & Contributed Surplus	839,198
Unassigned funds (surplus)	6,208,362
Treasury Stock	(1,038,600)
Total Shareholder's Equity	7,008,960
TOTAL LIABILITIES & SHAREHOLDER'S EQUITY	13,016,284

STATE OF NEW JERSEY)
) SS
 COUNTY OF ESSEX)

I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2015.

James S. Burger, President

STATE OF NEW JERSEY)
) SS
 COUNTY OF ESSEX)



Subscribed and sworn before me, a Notary Public, State of New Jersey, in the County of Essex, this 11th day of March, 2016.

Maria Cerqueira
 Notary Public

**Individual
Acknowledgement**

State of _____
County of _____ } ss.
On this _____ day of _____, 20____, before me personally came
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the
same.

My commission expires _____

Notary Public

**Firm
Acknowledgement**

State of _____
County of _____ } ss.
On this _____ day of _____, 20____, before me personally came
_____ to me known and known to me
to be a member of the firm of _____
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act
and deed of said firm.

My commission expires _____

Notary Public

**Corporation
Acknowledgement**

State of _____
County of _____ } ss.
On this _____ day of _____, 20____, before me personally came
_____ to me known,
who being by me duly sworn, did depose and say that he is the _____
of _____
the corporation described in and which executed the above instrument; that he knows the seal of said corporation; the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name
thereto by like order.

My commission expires _____

Notary Public

**Surety
Acknowledgement**

State of New Jersey
County of Monmouth } ss.
On this 19th day of January, 2017, before me personally came
William J. Palermo
to me known, who, being by me duly sworn, did depose and say that
he is attorney-in-fact of The Service Insurance Company
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed
to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority
of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

October 10, 2018

FORM # 13



Carol A. McTarsney
Notary Public
Carol A. McTarsney



January 19, 2015

Sent Via Email and Regular Mail

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Director Leo Pellegrini, Health & Human Services

Re: Sidewalk Rehabilitation at Multi-Service Center
City of Hoboken
Hudson County, New Jersey
Our File No. HO-508

Dear Mr. Pellegrini:

Enclosed please find Engineer's Estimate Certificate No. 3 and Final in the amount of \$9,792.37 for work performed to date by the contractor, Reggio Construction, Inc. for the above referenced project. In addition please find Change Order No. 1 and Final representing a credit of \$10,344.45 which is reflected in a total contract amount reduction from \$136,285.00 to a revised contract amount of \$125,840.55. Also, please find the requisite 2-year, 15% Maintenance Bond in the amount of \$18,876.00.

Boswell McClave Engineering takes no exception to the payment of \$9,792.37 for work completed to date as outlined in Estimate Certificate No. 3 and Final.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante, P.E.
City Engineer Representative

JAP/jm
Enclosures

cc: Hoboken Purchasing Department
Joseph Bagnato, Reggio Construction, Inc.
John Englese, Boswell McClave Engineering

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
SIDEWALK REHABILITATION AT MULTI-SERVICE CENTER
CITY OF HOBOKEN
PASSAIC COUNTY, NEW JERSEY
OUR FILE NO. HO-508

Estimate Number: 3 & FINAL

Period Ending: 12/9/16

Contractor: Reggio Construction, Inc.
1575 West Street
Fort Lee, NJ 07024

Base Contract Amount:	\$136,285.00	Total Amount Estimated:	\$125,940.55
Less Reductions:	-\$17,844.45	Less 0% Retainage:	\$0.00
Plus Increases:	\$7,500.00	Total Net Amount Estimated:	\$125,940.55
Amended Contract Amount:	\$125,940.55	Less Amount Previously Paid:	\$116,148.18
Contract Starting Date:		Amount Due This Estimate:	\$9,792.37
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:
Time Used:
Percent Complete: 92%

Estimated By: JE
Approved By: Jal

FOR USE BY THE CITY OF HOBOKEN

Verified by: _____
(City Manager)

Joseph A. Pomante
(Project Engineer)

Audited by: _____
(Chief Financial Officer)

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
SIDEWALK REHABILITATION AT MULTI-SERVICE CENTER

CITY OF HOBOKEN
PASSAIC COUNTY, NEW JERSEY
OUR FILE NO. HO-508

Estimate Number: 3 & FINAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
1	Breakaway Barricade	UNIT	\$ 1.00	10		0.00	0	0.00	\$0.00	\$0.00
2	Drum	UNIT	\$ 1.00	10		10.00	0	10.00	\$10.00	\$0.00
3	Traffic Cone	UNIT	\$ 1.00	50		50.00	0	50.00	\$50.00	\$0.00
4	Construction Signs	S.F.	\$ 1.00	100		0.00	0	0.00	\$0.00	\$0.00
5	Allowance for Police Traffic Directors	Allow	\$ 10,000.00	1		0.36	0.49	0.85	\$8,462.00	\$4,862.00
6	No Item		\$ -	0		0.00	0	0.00	\$0.00	\$0.00
7	No Item		\$ -	0		0.00	0	0.00	\$0.00	\$0.00
8	Inlet, Type A	UNIT	\$ 3,000.00	4		4.00	0	4.00	\$12,000.00	\$0.00
9	Concrete Sidewalk, 4" Thick	S.Y.	\$ 65.00	575		566.05	0.00	566.05	\$36,793.25	\$0.00
10	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	\$ 72.00	250		216.15	0.00	216.15	\$15,562.80	\$0.00
11	Detectable Warning Surface	S.Y.	\$ 200.00	7.2		7.20	0.0	7.20	\$1,440.00	\$0.00
12	9" x 18" Concrete Vertical Curb	L.F.	\$ 35.00	220		143.50	0.0	143.50	\$5,022.50	\$0.00
13	Traffic Stripes, 4"	L.F.	\$ 3.00	800		800.00	0	800.00	\$2,400.00	\$0.00
14	Traffic Markings	S.F.	\$ 3.00	700		700.00	0	700.00	\$2,100.00	\$0.00
15	No Item		\$ -	0		0.00	0	0.00	\$0.00	\$0.00
16	High Friction Surface Treatment, Traffic Grade	S.F.	\$ 10.00	1,200		1,200.00	0	1,200.00	\$12,000.00	\$0.00
17	Flexible Reflective Bollard	UNIT	\$ 500.00	10		0.00	0.0	0.00	\$0.00	\$0.00
18	Permanent Pedestrian Crossing Sign System	UNIT	\$ 5,500.00	1		0.00	0	0.00	\$0.00	\$0.00
19	Flashing LED R1-1 Sign System	UNIT	\$ 2,500.00	1		0.00	1	1.00	\$2,500.00	\$2,500.00
20	Tree Removal, Under 12" Diameter	UNIT	\$ 500.00	8		23.00	0	23.00	\$11,500.00	\$0.00
21	Tree with Tree Guard	UNIT	\$ 2,000.00	8		8.00	0	8.00	\$16,000.00	\$0.00
								TOTAL	\$125,840.55	\$7,362.00

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

FEB 15 2017

P51



CITY CLERK

SPONSORED BY: 
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED FIREARMS RANGE USE AND HOLD HARMLESS AGREEMENT WITH NORTH BERGEN POLICE DEPARTMENT FOR THE BENEFIT OF THE CITY OF HOBOKEN POLICE DEPARTMENT, WITH AN ASSOCIATED COST NOT TO EXCEED \$10,000.00

WHEREAS, the City Council of the City of Hoboken (the "City") is hereby asked to approve the attached Firearms Range Use and Hold Harmless Agreement with the North Bergen Police Department on behalf of the Hoboken Police Department; and

WHEREAS, the City's costs associated with this partnership are currently unknown and indeterminable but will not exceed \$10,000.00 through December 31, 2017, and the fees shall at all times be based upon the fee schedule incorporated into the attached agreement.

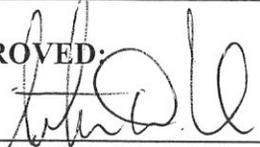
NOW THEREFORE BE IT RESOLVED, that the Mayor or her designee is hereby authorized to execute the attached agreement, and the City's Administration, the Hoboken Police Department, and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement; and,

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be forwarded to all parties in the Administration of this action and this Resolution shall take effect immediately.

Meeting date: February 15, 2017

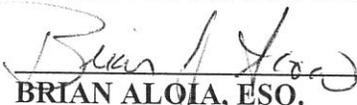
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:



 STEPHEN D. MARKS
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



 BRIAN ALOJA, ESQ.
 CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED FIREARMS RANGE USE AND HOLD HARMLESS AGREEMENT WITH NORTH BERGEN POLICE DEPARTMENT FOR THE BENEFIT OF THE CITY OF HOBOKEN POLICE DEPARTMENT, WITH AN ASSOCIATED COST NOT TO EXCEED \$10,000.00

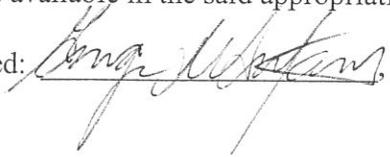
AMOUNT TO BE CERTIFIED:

\$10,000.00

ACCOUNT NUMBER TO CERTIFY FROM: 7-01-25-241-042

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriation: 7-01-25-241-042; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

TOWNSHIP OF NORTH BERGEN
HUDSON COUNTY

AN ORDINANCE REESTABLISHING A FEE SCHEDULE
FOR THE POLICE SHOOTING RANGE AND AMENDING
ORDINANCE NO. 161-13

WHEREAS, the Township of North Bergen ("Township") has constructed a shooting range for use by the North Bergen Police Department; and

WHEREAS, the Township wishes to provide a fee schedule for making said range available for use by outside law enforcement agencies and professional law enforcement training organizations which are certified in firearms training and methods of firearms instruction.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that:

Section 1: Fees for the use of the Township's shooting range shall be as follows:

A minimum fee of \$300.00 for up to four (4) hours and \$60.00 per hour for each additional hour up to a total of eight (8) hours per day. Each separate day's use shall require an additional \$300.00 minimum charge.

Section 2: The Chief of Police shall have discretion in granting and scheduling use of the range by outside law enforcement agencies, and professional law enforcement training organizations that are certified in firearms training and methods of firearms instruction, but nothing herein shall be deemed to require any grant of use by the Chief of Police.

Section 3: The Chief of Police shall have discretion in waiving fees in exchange for professional training services rendered to the North Bergen Police

Department when hosting firearms training. Said exchange of services shall be in writing and in compliance with the Local Public Contracts Law.

Section 4: Any agency or organization granted permission to use the range must, prior to use, provide the Township with a properly executed Use and Hold Harmless Agreement in a form satisfactory to the Township Attorney and proof of liability insurance coverage in a minimum amount of one million dollars per occurrence/three million dollars aggregate, with the Township being named as an additional insured.

Section 5: All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed as to the inconsistency thereof.

Section 6: If any part or parts of this Ordinance are for any reason held to be invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7: This Ordinance shall take effect upon adoption and publication as required by law.

Introduced: March 9, 2016

Published: March 12 & 29, 2016

Adopted: March 23, 2016

Attest: Erin Barillas
Township Clerk

<u>Comm. Cabrera</u>	<u>YES</u>
<u>Comm. Marengo</u>	<u>YES</u>
<u>Comm. Gargiulo</u>	<u>YES</u>
<u>Comm. Pascual</u>	<u>YES</u>
<u>President Sacco</u>	<u>YES</u>

North Bergen Police Department

FIREARMS RANGE USE AND HOLD HARMLESS AGREEMENT

This Use and Hold Harmless Agreement, by and between the North Bergen Police Department, through the Township of North Bergen, New Jersey and

("Agency" or "Organization"), provides for the Agency/Organization to use North Bergen Police Department firearms range ("Range"), located at 8301 West Side Avenue, North Bergen, New Jersey, 07047 for authorized firearms training activities subject to the terms and conditions outlined below.

1. "Agency" refers to any public law enforcement agency that wishes to conduct firearms training activities at the Range.
2. "Organization" refers to any non-law enforcement organization that wishes to conduct firearms training activities at the Range for *law enforcement training purposes only*. Use of the Range is authorized for and limited to Organizations that have been approved by the North Bergen Police Department.
3. Use of the Range is authorized for and limited to law enforcement members who have been certified by the New Jersey Police Training Commission or the Commission of Peace Officer Standards and Training (POST), or duly authorized members of a police training Organization that has been authorized by the North Bergen Police Department. No unauthorized persons will be allowed to use the Range.
4. The term of this Use Agreement shall be from _____ to _____. The North Bergen Police Department shall have the right to terminate this Use Agreement at any time upon written notice to the Agency/Organization.
5. The Agency/Organization agrees to pay the Township of North Bergen a fee based on the current fee schedule. *North Bergen Township Ordinance 284-16 (attached herein)* provides the current schedule of fees. Organization fees may be waived under a Host Training provision.
6. The time, date, and duration of the Agency/Organization's use of the Range will be scheduled and approved by the Training Division upon authorization of the Supervising Firearms Instructor, Training Division Commander, or Chief of Police.
7. The Agency/Organization shall at all times adhere to the rules and regulations of the Range and North Bergen Police Department Firearms Policy, as applicable, and is subject to the

guidance and authority of a North Bergen Police Department Range Safety Officer, or his/her designee.

8. The Agency/Organization recognizes that use of a firearms range could lead to personal injury or death as well as property damage. The Agency/Organization assumes such risks while its personnel/employees are present at the firearms range.
9. The Agency/Organization agrees to defend, indemnify, and hold harmless The Township of North Bergen, its officers, employees, representatives, and agents from and against all claims for bodily or personal injury or property damage resulting from the Agency's/Organization's use of the Range and its performance under this Use Agreement. Said hold harmless and indemnification shall include any settlement or verdict monies which accrue as a result of any action of the Agency/Organization and indemnification for any legal fees or other costs which may be accrued due to the Agency/Organization conducting activities at the Range facility.
10. The Agency agrees to provide a Certificate of Insurance evidencing coverage for general liability insurance, auto liability insurance, and workers compensation insurance, covering all Agency personnel, for minimum statutory limits or an amount not less than One Million (\$1,000,000) Occurrence/Three Million (\$3,000,000) Aggregate, whichever is greater, including contractual liability specifically covering Agency's obligations under the aforementioned hold harmless and indemnification agreement, prior to its use of the Range. Such Certificate of Insurance shall also name Regents of the Township of North Bergen as additionally insured.
11. Non-law enforcement Organizations agree to provide a Certificate of Insurance, evidencing coverage for general liability insurance and auto liability insurance in an amount not less than One Million (\$1,000,000) Occurrence/Three Million (\$3,000,000) Aggregate covering all Organization personnel, including contractual liability, and specifically covering the Organization's obligations under the above Hold Harmless and Indemnification Agreement, prior to its use of the Range. Such Certificate of Insurance shall also name Regents of the Township of North Bergen as additionally insured. Organizations shall also carry workers compensation insurance to at least statutory limits for any and all workers, where applicable.
12. The Agency/Organization agrees that any personal injury or property damage which occurs to or is caused by Agency/Organization's employees or property during use of the range will be the responsibility of the Agency/Organization.
13. The Agency/Organization agrees to clear the Range of any brass, lead, shell casings, or any other refuse it produces from its use. Agency/Organization agrees to collect all brass in the appropriate recycling receptacles. Only brass-cased ammunition shall be utilized at the Range.

Use and Hold Harmless Agreement

Agency / Organization Contact Information

Agency/Organization: _____

Address: _____

Billing Contact: _____

Billing Contact Phone: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____

day of _____, in the year _____.

ATTEST:

TOWNSHIP OF NORTH BERGEN

Township Clerk

By: _____

Signature of Authorizing Dept. Designee

WITNESS:

AGENCY/ORGANIZATION

Print

Authorized Representative (Print)

Sign

Authorized Representative (Sign)

Budget Account Maintenance

Account: 7-01-25-241-020 Desc: POLICE DIVISION O/E

Acct Type: Control Chk Acct: IOPERATING Cap Flag:

Fund Type: Budget Class Id: Class Id 2:

Misc G/L Accounts Adopted Budget Detail

Activity To Date:		Current Period:	
Encumber:	21,330.44	Budgeted:	243,721.88
Expended:	.00	Balance:	222,391.44
Trans-In:	.00	Trans-In:	.00
Trans-Out:	.00	Trans-Out:	.00
Reimburse:	.00	YTD Requested:	10,542.54
Cancel:	.00	Requested Balance:	211,848.90

Control Account - No. of Sub-Accounts: 17.

Batch Id: GDS Batch Date: 02/15/17 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
7-01-25-241-042 Ammunition/Range	Encumbrance	CFO cert meeting 02/15/17 North Bergen	10,000.00	1

WARNING: This account would have a negative balance: 7-01-25-241-042. Balance would be: 10,000.00-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	10,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	10,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	10,000.00
Total:	1	10,000.00

There are warnings in this listing, but can proceed with update.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	10,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 10,000.00 Ref Num: 4685

TX 1

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 15 2017

James J. Sarena

CITY CLERK

INTRODUCED BY: *[Signature]*
SECONDED BY: *R. Roman*

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

WHEREAS, an overpayment of taxes has been made on properties listed below; and,

WHEREAS, Sharon Curran, Collector of Revenue for the City of Hoboken recommends that the following refunds be made in accordance with N.J.S.A. 54:4-69.

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury in the total amount of **\$15,021.78**, made payable to the following:

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Judith A. Crane 727 Monroe Street #209 Hoboken, NJ 07030	82/11/C0209	727 Monroe St	4/16	\$862.28
Amod & Shalini Bhargava 63 Buckingham Drive Belle Mead, NJ 08502	21/1/C002L	300 Newark St	4/16	\$1,529.96
CIT Bank P.O. Box 4045 Kalamazoo, Michigan 49003	261.03/1/ C0622	1125 Maxwell Lane	4/16	\$2,413.92
CIT Bank P.O. Box 4045 Kalamazoo, Michigan 49003	261.03/1/ CP210	1125 Maxwell Lane	4/16	\$140.43
Arthur Thomas 825 Adams Street #2A Hoboken, NJ 07030	91/1.02/ CP001	825 Adams St	3/16	\$120.38
Nationstar Mortgage 1 Corelogic Drive Westlake, Texas 76262	39/2/C02-A	203 Madison St	4/16	\$1,221.80

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Cortes & Hay Inc. 110 Main Street P. O. Box 454 Flemington, NJ 08822	162/3/C005C	1021A-27 Clinton St	3/16	\$1,695.98
Quicken Loans 635 Woodward Avenue Detroit, MI 48226	86/1/C0413	800 Jackson St	4/16	\$442.57
Quicken Loans 635 Woodward Avenue Detroit, MI 48226	86/1/C0P63	800 Jackson St	4/16	\$60.18
Corelogic Outsourcing Recovery PO Box 961230 Mail Code DFW 1-3-200 Fort Worth, TX 76161	104/1.01/ C0415	1100 Adams St	4/16	\$703.39
Christian De Armono & Lin Rao 421 Jackson Street #4 Hoboken, NJ 07030	57/11/ C0004	421 Jackson St	4/16	\$4,364.80
Elite Title Group, LLC 22 Ridge Road Lyndhurst, NJ 07071	170/5/C004R	809 Willow Ave	1/17	\$1,466.09

Meeting date: February 15, 2017

APPROVED:

SHARON CURRAN
TAX COLLECTOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

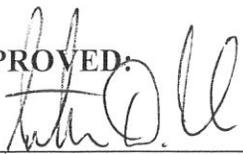
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

Schneck Law Group LLC 301 South Livingston Ave., Suite 105 Livingston, NJ 07039	187/11	153 First St	2015	\$5,598.78
Schneck Law Group LLC 301 South Livingston Ave., Suite 105 Livingston, NJ 07039	187/11	153 First St	2016	\$5,800.74
Schneck Law Group LLC 301 South Livingston Ave., Suite 105 Livingston, NJ 07039	247/37	1200-02 Washington St	2015	\$9,086.79
Schneck Law Group LLC 301 South Livingston Ave., Suite 105 Livingston, NJ 07039	247/37	1200-02 Washington St	2016	\$9,414.57
Schneck Law Group LLC 301 South Livingston Ave., Suite 105 Livingston, NJ 07039	247/27	1224 Washington St	2015	\$2,634.72
Schneck Law Group LLC 301 South Livingston Ave., Suite 105 Livingston, NJ 07039	247/27	1224 Washington St	2016	\$2,729.76
Stark & Stark, P.C. P.O. Box 5315 Princeton, NJ 08543-5315	222/2	40-42 Hudson Place	2016	\$3,133.02

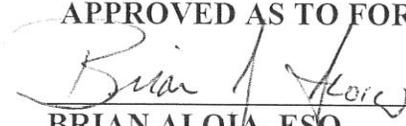
Brach Eichler LLC 101 Eisenhower Parkway Roseland, NJ 07068	117/5	255-259 Fourteenth St	2016	\$4,148.92
McCarter & English LLP Four Gateway Center 100 Mulberry Street Newark, NJ 07102	224/1	38-40 First St	2016	\$31,252.65
Brach Eichler LLC 101 Eisenhower Parkway Roseland, NJ 07068	117/5	255-259 Fourteenth St	2015	\$4,004.47

Meeting date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:


 STEPHEN D. MARKS
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


 BRIAN ALOJA, ESQ.
 CORPORATION COUNSEL

T51

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

FEB 15 2017

SPONSORED BY:

SECONDED BY:

CITY OF HOBOKEN

RESOLUTION NO.: _____

CITY CLERK

RESOLUTION AWARDING A CHANGE ORDER AND CLOSE OUT TO
THE CITY'S CONTRACT WITH REGGIO CONSTRUCTION, INC. FOR
THE SIDEWALK REHABILITATION AT MULTI-SERVICE CENTER
PROJECT IN THE DECREASED AMOUNT OF \$10,344.45

WHEREAS, a contract was awarded to Reggio Construction, Inc. for the Sidewalk Rehabilitation at Multi-Service Center project, in the original amount of \$136,285.00; and,

WHEREAS, the City then received the attached request from Boswell Engineering to award Change Order #1 decreasing the contract amount by \$10,344.45, a decrease of 7.66%, and then closing out the contract; and,

WHEREAS, in accordance with the direction of the Administration, the City Council therefore wishes to approve Change Order #1 decreasing the contract with Reggio Construction, Inc. by \$10,344.45 and closing out the contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that Change Order #1 to the City's contract with Reggio Construction, Inc. for the Sidewalk Rehabilitation at Multi-Service Center project is granted, so that the contract is decreased by \$10,344.45 and closed out, for a final contract amount of \$125,840.55.

Meeting date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:
STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

MAINTENANCE BOND

Bond No. 40103

KNOW ALL MEN BY THESE PRESENTS:

That Reggio Construction Inc. 1575 West Street Fort Lee, NJ 07024
as Principal, hereinafter called Contractor, and The Service Insurance Company, Inc.
80 Main Street West Orange NJ 07052, as Surety, hereinafter called Surety, are held
and firmly bound unto City of Hoboken
84 Washington Street Hoboken NJ 07030, as Oblige, hereinafter
called Owner, in the penal sum of Eighteen Thousand Eight Hundred Seventy Six Dollars and
00/100 Dollars (\$ 18,876.00), for payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

WIHEREAS, Contractor has constructed various public improvements:
Sidewalk Rehabilitation at Multi Service Center

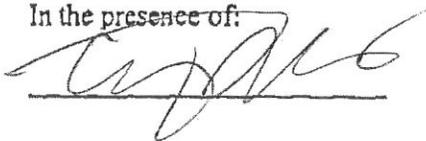
in accordance with the General Conditions, the Drawings and Specifications, which Plans are by
reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any
defects due to faulty materials or workmanship, and pay for any damage to other work resulting
therefrom, which shall appear within a period of Two Years from the date of substantial
completion of the work provided for in the Plans, then this obligation to be void; otherwise to
remain in full force and effect.

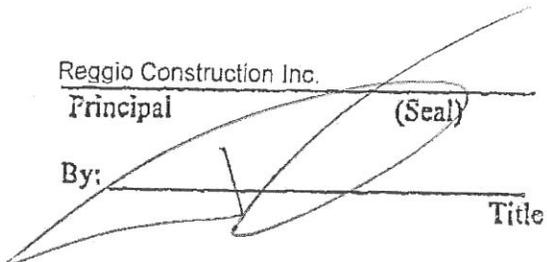
PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed
defects with reasonable promptness.

SIGNED and sealed this 12th day of January, 2017.

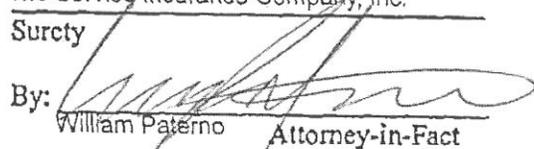
In the presence of:



Reggio Construction Inc.
Principal (Seal)

By: 
Title

The Service Insurance Company, Inc.
Surety

By: 
William Paterno Attorney-in-Fact

FILE NO.	<u>HO</u>	<u>508</u>
REC'D		
JAN 19 2017		
EC L NGR		
SO 1/17 2017		

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

THE SERVICE INSURANCE COMPANY INC., surety (ies) on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and the surplus requirements of R.S. 17: 17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The Capitol (where applicable) and surplus, as determined in accordance with the applicable laws of this state, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2014 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indication separately for each surety that surety's capitol and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

The Service Insurance Co., \$6,499,106 (12/31/14)

(3) (a) With respect to each surety participating in the issuance of the bond that has received from the United States Secretary of Treasury a certificate of authority pursuant to 31 U.S.C 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date (thereof):

The Service Insurance Co., \$650,000.00 (6/25/2015)

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority pursuant to R.S, 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

-0-

(4) The amount of the bond to which this statement and certification is attached is \$18,876.00

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both then for each contract of reinsurance:

(a) The name and address of each such reinsurance under that contract and the amount of that reinsurance participation in the contract is as follows:

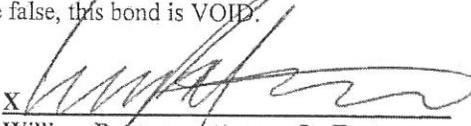
ENDURANCE REINSURANCE CORPORATION OF AMERICA, 25%
750 Third Avenue
19th Floor
New York, NY 10017

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17: 51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(To be completed by an authorized agent for each surety on the bond)

I William Paterno (name of agent), as Attorney-In-Fact (title of agent) for The Service Insurance Co. (name of surety), a corporation/ mutual insurance company/ other (indicating type of business organization) (circle one) domiciled in New Jersey (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

X 
William Paterno, Attorney-In-Fact

THE SERVICE INSURANCE COMPANY
(Statutory Basis)
**STATEMENT OF ADMITTED ASSETS,
 LIABILITIES SHAREHOLDER'S EQUITY
 AS OF DECEMBER 31, 2015**

ADMITTED ASSETS

Cash & Cash Equivalents & Short Term Investments	3,470,243
Common Stocks	926,863
Bonds	7,627,082
Interest Income Receivable	104,132
Premiums & Agents Balances	544,339
Amounts Receivable from Reinsurers	305,175
Current Federal Income Tax Recoverable	-
Electronic Data Equipment	4,766
Net Deferred Tax Asset	33,684
	33,684
TOTAL ADMITTED ASSETS	13,016,284

LIABILITIES & SHAREHOLDER'S EQUITY

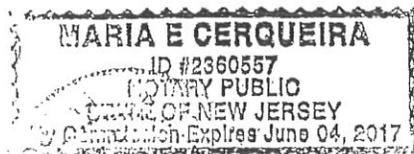
LIABILITIES	
Losses & Loss Adjustment Expenses	551,765
Other Expenses	383,484
Taxes, licenses & fees	41,348
Federal Income Tax	32,960
Unearned Premiums	1,082,421
Amounts Withheld or Retained by Company for Accounts of Others	3,786,092
Miscellaneous	129,254
	129,254
Total Liabilities	6,007,324
SHAREHOLDER'S EQUITY	
Common stock, par value \$20.00 per share	
50,000 shares authorized issued, 32,000 shares outstanding as of December 31, 2015	1,000,000
Gross Paid-In & Contributed Surplus	839,198
Unassigned funds (surplus)	6,208,362
Treasury Stock	(1,038,600)
Total Shareholder's Equity	7,008,960
TOTAL LIABILITIES & SHAREHOLDER'S EQUITY	13,016,284

STATE OF NEW JERSEY)
) SS
 COUNTY OF ESSEX)

I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2015.

 James S. Burger, President

STATE OF NEW JERSEY)
) SS
 COUNTY OF ESSEX)



Subscribed and sworn before me, a Notary Public, State of New Jersey, in the County of Essex, this 11th day of March, 2016.

 Maria Cerqueira
 Notary Public

Individual Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

Firm Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to me known and known to me

to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporation Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to me known,

who being by me duly sworn, did depose and say that he is the _____

of _____ of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires _____

Notary Public

Surety Acknowledgement

State of New Jersey }
County of Monmouth } ss.

On this 13th day of January, 2017, before me personally came

William J. Paterno to me known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of The Service Insurance Company the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires October 10, 2018

Carol A. McTarsney
Notary Public
Carol A. McTarsney





BOSWELL McCLAVE ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

January 19, 2015

Sent Via Email and Regular Mail

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Director Leo Pellegrini, Health & Human Services

Re: Sidewalk Rehabilitation at Multi-Service Center
City of Hoboken
Hudson County, New Jersey
Our File No. HO-508

Dear Mr. Pellegrini:

Enclosed please find Engineer's Estimate Certificate No. 3 and Final in the amount of \$9,792.37 for work performed to date by the contractor, Reggio Construction, Inc. for the above referenced project. In addition please find Change Order No. 1 and Final representing a credit of \$10,344.45 which is reflected in a total contract amount reduction from \$136,285.00 to a revised contract amount of \$125,840.55. Also, please find the requisite 2-year, 15% Maintenance Bond in the amount of \$18,876.00.

Boswell McClave Engineering takes no exception to the payment of \$9,792.37 for work completed to date as outlined in Estimate Certificate No. 3 and Final.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING


Joseph A. Pomante, P.E.
City Engineer Representative

JAP/jm
Enclosures

cc: Hoboken Purchasing Department
Joseph Bagnato, Reggio Construction, Inc.
John Englese, Boswell McClave Engineering

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606
ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
SIDEWALK REHABILITATION AT MULTI-SERVICE CENTER

CITY OF HOBOKEN
PASSAIC COUNTY, NEW JERSEY
OUR FILE NO. HO-508

Estimate Number: 3 & FINAL

Period Ending: 12/9/16

Contractor: Reggio Construction, Inc.
1575 West Street
Fort Lee, NJ 07024

Base Contract Amount:	\$136,285.00	Total Amount Estimated:	\$125,940.55
Less Reductions:	-\$17,844.45	Less 0% Retainage:	\$0.00
Plus Increases:	\$7,500.00	Total Net Amount Estimated:	\$125,940.55
Amended Contract Amount:	\$125,940.55	Less Amount Previously Paid:	\$116,148.18
Contract Starting Date:		Amount Due This Estimate:	\$9,792.37

Actual Starting Date:
Contract Completion Date:
Extensions:

Amended Completion Date:
Time Used:
Percent Complete: 92%

Estimated By: JE
Approved By: Gal

FOR USE BY THE CITY OF HOBOKEN

Verified by: _____ (City Manager)
Audited by: _____ (Chief Financial Officer)

Joseph A. Scrimato
(Project Engineer)

ESTIMATE CERTIFICATE
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
SIDEWALK REHABILITATION AT MULTI-SERVICE CENTER
CITY OF HOBOKEN
PASSAIC COUNTY, NEW JERSEY
OUR FILE NO. HO-508

Estimate Number: 3 & FINAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY ALLOWED PREVIOUS ESTIMATE	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
1	Breakaway Barricade	UNIT	\$ 1.00	10		0.00	0	0.00	\$0.00	\$0.00
2	Drum	UNIT	\$ 1.00	10		10.00	0	10.00	\$10.00	\$0.00
3	Traffic Cone	UNIT	\$ 1.00	50		50.00	0	50.00	\$50.00	\$0.00
4	Construction Signs	S.F.	\$ 1.00	100		0.00	0	0.00	\$0.00	\$0.00
5	Allowance for Police Traffic Directors	Allow	\$10,000.00	1		0.36	0.49	0.85	\$8,462.00	\$4,962.00
6	No Item		\$ -	0		0.00	0	0.00	\$0.00	\$0.00
7	No Item		\$ -	0		0.00	0	0.00	\$0.00	\$0.00
8	Inlet, Type A	UNIT	\$ 3,000.00	4		4.00	0	4.00	\$12,000.00	\$0.00
9	Concrete Sidewalk, 4" Thick	S.Y.	\$ 65.00	575		566.05	0.00	566.05	\$36,793.25	\$0.00
10	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	\$ 72.00	250		216.15	0.00	216.15	\$15,562.80	\$0.00
11	Detectable Warning Surface	S.Y.	\$ 200.00	7.2		7.20	0.0	7.20	\$1,440.00	\$0.00
12	9" x 18" Concrete Vertical Curb	L.F.	\$ 35.00	220		143.50	0.0	143.50	\$5,022.50	\$0.00
13	Traffic Stripes, 4"	L.F.	\$ 3.00	800		800.00	0	800.00	\$2,400.00	\$0.00
14	Traffic Markings	S.F.	\$ 3.00	700		700.00	0	700.00	\$2,100.00	\$0.00
15	No Item		\$ -	0		0.00	0	0.00	\$0.00	\$0.00
16	High Friction Surface Treatment, Traffic Grade	S.F.	\$ 10.00	1,200		1,200.00	0	1,200.00	\$12,000.00	\$0.00
17	Flexible Reflective Bollard	UNIT	\$ 500.00	10		0.00	0.0	0.00	\$0.00	\$0.00
18	Permanent Pedestrian Crossing Sign System	UNIT	\$ 5,500.00	1		0.00	0	0.00	\$0.00	\$0.00
19	Flashing LED R1-1 Sign System	UNIT	\$ 2,500.00	1		0.00	1	1.00	\$2,500.00	\$2,500.00
20	Tree Removal, Under 12" Diameter	UNIT	\$ 500.00	8		23.00	0	23.00	\$11,500.00	\$0.00
21	Tree with Tree Guard	UNIT	\$ 2,000.00	8		8.00	0	8.00	\$16,000.00	\$0.00
								TOTAL	\$125,840.55	\$7,362.00

Change Order No. 1 and Final
 Date 12/09/16
 Job No. HO-508

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING
 330 PHILLIPS AVENUE
 SOUTH HACKENSACK, NJ 07606
 (201) 641-0770

Reggio Construction, Inc. CONTRACTOR
 1575 West Street, Fort Lee, NJ 07024
 ADDRESS

Sidewalk Rehabilitation at Multi-Service Center (HO-508)
 PROJECT & JOB NUMBER
 City of Hoboken/Hudson County
 OWNER/COUNTY

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Within Project Limit

Nature and Reason of Change: As-Built Quantities

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
1	Breakaway Barricade	Unit	-10	\$1.00	-\$10.00
4	Construction Signs	S.F.	-100	\$1.00	-\$100.00
5	Allowance for Police Traffic Directors	L.S.	-0.1538	\$10,000.00	-\$1,538.00
9	Concrete Sidewalk, 4" Thick	S.Y.	-8.95	\$65.00	-\$581.75
10	Concrete Sidewalk, Reinforced 6" Thick	S.Y.	-33.85	\$72.00	-\$2,437.20
12	9" x 18" Concrete Vertical Curb	L.F.	-76.5	\$35.00	-\$2,677.50
17	Flexible Reflective Bollard	Unit	-10	\$500.00	-\$5,000.00
18	Permanent Pedestrian Crossing Sign System	Unit	-1	\$5,500.00	-\$5,500.00
20	Tree Removal, Under 12" Diameter	Unit	15	\$500.00	\$7,500.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Amount of Original Contract \$136,285.00 Supplemental

Change Order No. 1 (\$10,344.45) Extra \$7,500.00

Adjusted Contract Amount \$125,940.55 Reduction -\$17,844.45

Net Amount (\$10,344.45)

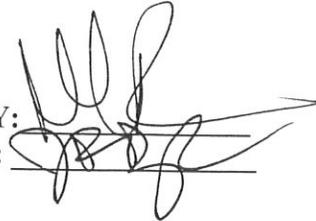
Recommended for Approval Joseph P. Boswell BOSWELL McCLAVE ENGINEERING
 Approved [Signature] OWNER
 Accepted [Signature] CONTRACTOR

DATE 12/12/16
 DATE 12/13/16
 DATE

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 15 2017

T52



SPONSORED BY: _____
SECONDED BY: 

CITY OF HOBOKEN
CITY CLERK RESOLUTION NO.: _____

**RESOLUTION GRANTING SPARWICK CONSTRUCTION'S REQUEST
TO EXTEND THE CONSTRUCTION TIMES AS OUTLINED IN
HOBOKEN CITY CODE §133-9C TO PERFORM WORK ON THE
SINATRA DRIVE AND 15TH STREET PROJECT**

WHEREAS, Hudson County has been performing work at Sinatra Drive and 15th Street in Hoboken; and,

WHEREAS, Sparwick Contracting, Inc., the contractor performing the work for the County, has requested the ability to perform work on Saturdays; on Presidents Day (February 20, 2017); and extended hours during the week from 7:00 a.m. to 5:30 p.m. due to DEP restrictions which would prevent any work from occurring between March 1st and June 20th, as delineated in the attached letter; and,

WHEREAS, the extended construction hours would allow Sparwick to complete the construction project prior to March 1, 2017; and,

WHEREAS, Hoboken City Code §133-9C states "All construction and demolition activity, excluding emergency work, shall not be performed between the hours of 6:00 p.m., and 8:00 a.m. on weekdays or at any time during weekends and federal holidays"; and,

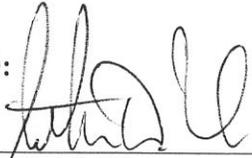
WHEREAS, the City has determined that based upon the above, there is a need to authorize an extension of the normal construction hours allowed under §133-9C.

NOW, THEREFORE, BE IT RESOLVED, that Sparwick Contracting, Inc. may perform work during the following extended time periods:

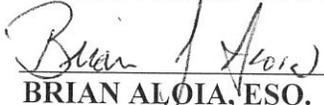
1. Saturday February 11, 2017; Saturday February 18, 2017; and Saturday February 25, 2017 from 8:00 a.m. to 6:00 p.m.; and,
2. Presidents Day – February 20, 2017; and,
3. During the week from 7:00 a.m. to 6:00 p.m. until completion of the project.

Meeting Date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

APPROVED: 

 STEPHEN D. MARKS
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


 BRIAN ALOIA, ESQ.
 CORPORATION COUNSEL



Sparwick Contracting, Inc.

18 Route 94
Lafayette, New Jersey 07848

(973) 300-4709 Phone

(973) 300-4761

2/7/17

Dear Director Morgan;

We would like to revise the previous letter to include a few other days. As discussed, we are working for Hudson County in Hoboken on Sinatra Drive and 15th Street. Due to DEP restrictions we are forced to accelerate the time frame of the project and would like to work the next few Saturdays.

- 2/11/17
- 2/18/17
- 2/25/17

Additionally we need to extend work hours during the week from 7 AM to 5:30 PM and we would like to work President's Day – 2/20/17.

If you have any questions or concerns, please feel free to contact me at any time. Thanks again for your help.

Sparwick Contracting Inc,

A handwritten signature in black ink, appearing to read "MFB", is written over the printed name of Mark Fagersten.

Mark Fagersten
Vice President



Sparwick Contracting, Inc.

18 Route 94
Lafayette, New Jersey 07848

(973) 300-4709 Phone

(973) 300-4761

2/7/17

Dear Director Morgan

Thank you for taking the time to speak with me on this matter this morning. As discussed in our conversation we are working for Hudson County in Hoboken on Sinatra Drive and 15th Street. Due to DEP restrictions we are forced to accelerate the time frame of the project and would like to work the next few Saturdays.

- 2/11/17
- 2/18/17
- 2/25/17

If you have any questions or concerns, please feel free to contact me at any time. Thanks again for your help.

A handwritten signature in black ink, appearing to be 'Jon Wagner', with a long horizontal flourish extending to the right.

Jon Wagner
jwagner@sparwick.com
973-534-1687 cell
973-300-4709 office

**SINATRA DRIVE TERMS AND CONDITIONS OF WATERFRONT DEVELOPMENT PERMIT
DLUR FILE NO. 0905-10-0015.1 WFD140001**

STANDARD CONDITIONS:

- A copy of the permit, authorizing documents, records and information including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents upon request.
- While regulated activities are being undertaken, neither the permittee, its contractors nor subcontractors shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee, its contractors or subcontractors shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary.
- This permit shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Division immediately thereafter. All necessary local, Federal, and other State approvals must be obtained by the applicant prior to the commencement of the herein-permitted activities.
- All excavated material and dredge material shall be disposed of in a lawful manner. The material shall be placed outside of any flood hazard area, riparian zone, regulated water, freshwater / coastal wetlands and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.

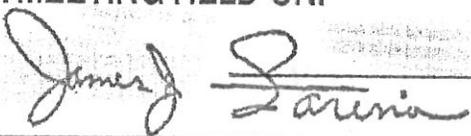
SPECIAL CONDITIONS:

- A minimum of eight feet of the Hudson River Waterfront Walkway will remain open to the public during construction at the project location. Upon project completion the entire walkway must be reopened to the public.
- The authorization of this permit is valid for a term not to exceed five years from the date of this document. Set to expire on September 4th 2019.
- All temporary disturbances must be permanently discontinued within six months after they are begun and all temporary disturbed areas must be restored to their original condition.
- This area of the Hudson River is documented and suitable habitat for Shortnose Sturgeon and Atlantic Sturgeon, a federally listed endangered species. In order to protect the sturgeons within the Hudson River, **no grading, construction or clearing is permitted between March 1st through June 20th of each year.** Furthermore, any activity outside the watercourse, which would likely introduce sediment into the watercourse and/or increase its turbidity, is also prohibited during this period.
- Any additional disturbances of freshwater wetlands, State open waters and/or transition areas shall be considered a violation of the Freshwater Wetlands Protection Act unless a permit is obtained prior to the start of said disturbances from the Division of Land Use Regulation.

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

FEB 15 2017

Sponsored by: 
Seconded by: 



CITY CLERK

City of Hoboken

Resolution No. _____

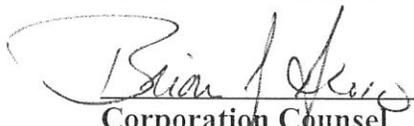
BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular meeting of February 1, 2017 have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:

Approved as to form:



City Clerk



Corporation Counsel

Meeting Date: February 15, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: FEB 15 2017

Introduced by: [Signature]
 Seconded by: [Signature]

CLZ



[Signature]
 CITY CLERK

**THE CITY COUNCIL CALENDAR FOR CY2017 UPDATE ON THE FIRST
 APRIL CITY COUNCIL MEETING**

RESOLVED, that the following dates and times listed below are adopted as the official meeting dates of the Hoboken City Council for January 2017 through December 2017, and be it further

RESOLVED, that in accordance with N.J.S.A. 10:4-8(d) and 10:4-18 (Open Public Meetings Act), within seven (7) days of passage of this Resolution, the City Clerk shall (a) prominently post this Resolution in at least one location at City Hall reserved for similar announcements; (b) mail, telephone, telegram or hand deliver this Resolution to all of the official newspapers of the City of Hoboken; and (c) maintain a copy of this Resolution in the Office of the City Clerk; and, be it further

RESOLVED, that this Resolution be advertised in two (2) of the City's official newspapers within (7) days of passage.

**CITY COUNCIL MEETINGS, COUNCIL CHAMBERS, CITY HALL,
 94 WASHINGTON STREET, HOBOKEN, NJ**

Wednesday	January 4, 2017	7 PM	Wednesday	July 5, 2017	7 PM
Wednesday	January 18, 2017	7 PM			
Wednesday	February 1, 2017	7 PM	Wednesday	August 2, 2017	7 PM
Wednesday	February 15, 2017	7 PM			
Wednesday	March 1, 2017	7 PM	Wednesday	September 6, 2017	7 PM
Wednesday	March 15, 2017	7 PM	Tuesday **	September 19, 2017	7 PM
Wednesday	April 5, 2017****	7 PM	Wednesday	October 4, 2017	7 PM
Wednesday	April 19, 2017	7 PM	Wednesday	October 18, 2017	7 PM
Wednesday	May 3, 2017	7 PM	Wednesday	November 1, 2017	7 PM
Wednesday	May 17, 2017	7 PM	Monday ***	November 13, 2017	7 PM
Wednesday	June 7, 2017	7 PM	Wednesday	December 6, 2017	7 PM
Wednesday	June 21, 2017	7 PM	Wednesday	December 20, 2017	7 PM

* Reorganization Meeting

** Moved due to Rosh Hashanah

*** Moved due to the New Jersey League of Municipality November 14-16, 2017

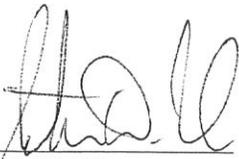
**** Moved from April 6, 2017 to Wednesday, April 5, 2017

All information pertaining to the Council agenda may be obtained from the City Clerk, during regular business hours, prior to each Council meeting and also, on the City's website – <http://www.hobokennj.gov>.

By order of City Council resolution adopted February 15, 2017

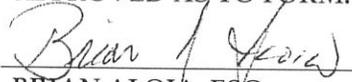
James J. Farina
 City Clerk

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			