

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO.: _____**

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY CLIENT PRIVILEGE WITH SPECIAL COUNSEL FLORIO KENNY & RAVAL, LLP RELATING TO THE SETTLEMENT OF THE PENDING WORKERS COMPENSATION MATTERS KNOWN AS BH V. CITY OF HOBOKEN (CLAIM NO.: W000358606) AND LK V. CITY OF HOBOKEN (CLAIM NO.: 001190004)

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of litigation); and,

WHEREAS, the City seeks to settle the workers compensation matters known as BH v. City of Hoboken (Claim No.: W000358606) and LK v. City of Hoboken (Claim No.: 001190004); and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege; and,

WHEREAS, the City Council seeks to receive advice from Special Counsel Florio Kenny & Raval, LLP relative to the potential settlement of the above referenced matters in a closed session.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that it shall enter into closed session to discuss matters within attorney client privilege relative to the matters of BH v. City of Hoboken (Claim No.: W000358606) and LK v. City of Hoboken (Claim No.: 001190004); and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

Meeting Date: September 7, 2016

APPROVED AS TO FORM:

Brian J. Aloia, Esq.
Corporation Counsel

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO.: _____**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND
ATTORNEY CLIENT PRIVILEGE WITH SPECIAL COUNSEL
WEINER LESNIAK, LLP RELATING TO THE SETTLEMENT OF
THE PENDING MATTER OF JM V. CITY OF HOBOKEN
(CLAIM NO. W881014494)**

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of litigation); and,

WHEREAS, the City seeks to settle the workers compensation matter known as JM V. City Of Hoboken (Claim No. W881014494); and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege; and,

WHEREAS, the City Council seeks to receive advice from Special Counsel Weiner Lesniak relative to the potential settlement of the above referenced matters in a closed session.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that it shall enter into closed session to discuss matters within attorney client privilege relative to the matter of JM V. City Of Hoboken (Claim No. W881014494); and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

Meeting Date: September 7, 2016

APPROVED AS TO FORM:

Brian J. Aloia, Esq.
Corporation Counsel

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND THE ATTORNEY-CLIENT PRIVILEGE WITH JOSEPH MARAZITI, ESQ., AS WELL AS OTHER ATTORNEYS OF THE FIRM OF MARAZITI FALCON, LLP, TO DISCUSS PENDING LITIGATION BETWEEN THE CITY OF HOBOKEN, SHIPYARD ASSOCIATES, L.P. AND APPLIED MONROE LENDER, LLC REGARDING THE PROPOSED “MONARCH AT SHIPYARD” DEVELOPMENT AND THE PROPOSED REDEVELOPMENT OF 800-822 MONROE STREET

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within the attorney-client privilege (for legal guidance on the above-referenced pending litigation); and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, Joseph Maraziti, Esq., as well as other attorneys of the firm of Maraziti Falcon, LLP, which is subject to the attorney-client privilege and which is offered regarding the above-referenced pending litigation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the discussion had therein will be made available to the public.

MEETING: September 7, 2016

APPROVED AS TO FORM:

**BRIAN ALOIA, ESQ.
CORPORATION COUNSEL**



RECEIVED
2016 AUG -5 PM 2:34
CITY CLERK
HOBOKEN, NJ 07030

August 5, 2016

To Whom It May Concern,

Please be advised that I am hereby appointing Leo Pellegrini, Director of Health and Human Services/Environmental Services as Acting Mayor from Sunday, August 7, 2016 through and including Monday, August 22, 2016, pursuant to applicable law.

Sincerely,

Mayor Dawn Zimmer
City of Hoboken



RECEIVED
2016 AUG -4 PM 1:36
CITY CLERK
HOBOKEN, NJ 07030

August 4, 2016

MEMORANDUM

TO: City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Historic Preservation Commission

Mr. Farina,

I am appointing the following member to Hoboken's Historic Preservation Commission:

Dr. Jonathan Metsch, 2nd Alternate

Please update your records and perform the oaths of office as appropriate.

Thank you,

Mayor Dawn Zimmer



RECEIVED
2016 AUG -4 PM 1:36
CITY CLERK
HOBOKEN, NJ 07030

August 4, 2016

MEMORANDUM

TO: City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Self-Insurance Fund Commission

Mr. Farina,

I am appointing the following members to the Self-Insurance Fund Commission, as established by Hoboken ordinance Z-396:

Councilman Michael Russo
Quentin Wiest
Linda Landolfi

Each member will occupy a term of one year. Please update your records and perform the oaths of office as appropriate.

Thank you,

Mayor Dawn Zimmer



August 4, 2016

MEMORANDUM

TO: City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Office of Emergency Management

Mr. Farina,

I am appointing Sgt. **Willie Montanez** as Hoboken's Office of Emergency Management Coordinator. Please update your records as appropriate.

Thank you,

Mayor Dawn Zimmer

RECEIVED
2016 AUG -5 PM 2:34
CITY CLERK
HOBOKEN, NJ 07030



August 16, 2016

MEMORANDUM

TO: City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Green Team appointment

Mr. Farina,

I am appointing the following member to Hoboken's Green Team:

Lauren Zucker

Please update your records and perform the oaths of office as appropriate.

Thank you,

Mayor Dawn Zimmer

RECEIVED
2016 AUG 16 PM 3:34
CITY CLERK
HOBOKEN, NJ 07030



September 2, 2016

MEMORANDUM

TO: City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Office of Emergency Management

Mr. Farina,

I am appointing the following members to the Office of Emergency Management:

Joseph Lupo
Maricela Rivera

Please update your records and perform the oaths of office as appropriate.

Thank you,

Mayor Dawn Zimmer

RECEIVED
2016 SEP -2 PM 3:21
CITY CLERK
HOBOKEN, NJ 07030

Introduced By: _____

Second By: _____

MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANNEOUS LICENSING
September 7, 2016

<u>VENDOR</u>	<u>3 ITEMS</u>
Guillermo Rosario, Jr. 454 Rutherford Avenue Lyndhurst, NJ 07071	\$100.00
Lorra Heutmaker 11 Holmes Ave. Jersey City, NJ 07306	\$100.00
Adrienne Braddy 475 West Side Avenue Jersey City, NJ 07304	\$100.00
<u>PARKING FACILITY</u>	<u>1 ITEM</u>
Imperial Parking US LLC 51 Garden Street Hoboken, NJ 07030	\$300.00
<u>RAFFLE</u>	<u>2 ITEMS</u>
St. Francis Church 308 Jefferson St. Hoboken, NJ 07030	\$20.00
Liberty Humane Society 235 Jersey City Blvd. Jersey City, NJ 07305	\$20.00

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

September 7, 2016 City Council Meeting

Operator Licenses: 8 Total

Owner Licenses: 2 Total

Taxi Operator Licenses - 8 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Jimenez	Belkis	TAXI	T0108	\$75
2	Jacoub	Samir	TAXI	T0111	\$75
3	Awad	Mahros	TAXI	T0115	\$75
4	Shenouda	Milad	TAXI	T0120	\$75
5	Moawwad	Mina	TAXI	T0176	\$75
6	Youssef	Sherif	TAXI	T0188	\$75
7	Mendoza	Alis	TAXI	T0189	\$75
8	Awad	Bahgat	TAXI	T0190	\$75
Total Fees:					\$600
Total Licenses:					8

Limo Operator Licenses -0 total

#	Last Name	First Name	Driver Type	License #	Fee
1			LIMO		
Total Fees:					\$0
Total Licenses:					0

Taxi Owner Licenses -2 total

#	Company Name	Vehicle Type	Vehicle #	Fee	
1	Nour & Sarah Inc	TAXI	#4	\$ 500	Transfer to St. Bishoy LLC
2	Nour & Sarah Inc	TAXI	#44	\$ 500	Transfer to Elias James LLC
Total Fees:				\$ 1,000	
Total Licenses:				2	

Limo Owner Licenses -0 total

#	Company Name	Vehicle Type	Vehicle #	Fee*
1		LIMO		
2		LIMO		
Total Fees:				\$ -
Total Licenses:				0

* Limo Fees include: \$10 License Fee per vehicle, and \$700 Admin fee per vehicle. The \$50 fee per Corporation is not included in this list of licenses.

**CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 7, 2016**

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$
ADM ABC BOARD	IOPERATING	16-00015	STAR LEDGER	2016 ABC BOARD LEGAL ADS	\$ 181.35
		16-00017	JERSEY JOURNAL	2016 ABC BOARD LEGAL ADS	\$ 253.62
ADM BUSINESS ADMINISTRATION	ICAPITAL	15-01153	DEE-EN ELECTRICAL CONTRACTING	ELECTRICAL PROJECT BID 15 - 01	\$ 23,955.75
		15-01175	BOSWELL McCLAVE ENGINEERING	ENGINEER FOR JEFFERSON STREET	\$ 1,188.00
		15-01900	THE BUZAK LAW GROUP LLC	ENVIRONMENTAL LAW -BASF/PONTE	\$ 6,094.17
		15-02286	GREENSCAPE LANDSCAPE	CITY HALL DRAINAGE - BID 15-08	\$ 52,748.50
		15-03826	INTERTECH ASSOCIATES, INC.	PUBLIC SAFETY COM ENGINEERING	\$ 17,330.00
		16-00583	EI ASSOCIATES	EXTENSION - BACK-UP GENERATOR	\$ 11,081.64
		16-00890	TRINO ASSOCIATES, LLC	WATERFRONT RAILING REPLACEMENT	\$ 56,250.00
		16-01001	SUBURBAN CONSULTING ENGINEERS	ENVIRONMENTAL ENG SVC BLK 9/10	\$ 9,940.00
		16-01299	ANS CONSULTANTS, INC.	STRUCTURAL STEEL INSPECTION	\$ 425.00
		16-02085	T & M ASSOCIATES	POLICE DEPT HVAC MODIFICATION	\$ 88.50
		16-02113	FLANAGAN'S CONTRACTING GROUP	HOBOKEN SOUTHWEST BLOCK 12	\$ 181,087.83
		16-02228	BOSWELL McCLAVE ENGINEERING	HAZARD MITIGATION - FIREHOUSES	\$ 1,887.00
		16-03379	BOSWELL McCLAVE ENGINEERING	WATERFRONT ARCH. RAILING REPL.	\$ 4,005.00
		16-01551	DEMETRI SARANTITIS ARCHITECTS	DESIGN SERVICES 9/11 MEMORIAL	\$ 9,852.88
	IOPERATING	15-00778	NW FINANCIAL GROUP, LLC.	WATER UTILITY CONSULTANT	\$ 4,777.50
		15-01153	DEE-EN ELECTRICAL CONTRACTING	ELECTRICAL PROJECT BID 15 - 01	\$ 34,496.15
		15-02034	BOSWELL McCLAVE ENGINEERING	ENG'G SVC SIDEWALK REHAB.	\$ 144.00
		15-02882	SWAGIT PRODUCTIONS, LLC	AV STREAMING SERVICES	\$ 1,790.00
		15-04589	AQUARIUS CAPITAL SOLUTIONS INC	CONSULTING SVC-EMP.BENEFITS	\$ 10,000.00
		16-00406	SOBEL HAN, LLP	CY2016 TENANT ADVOCATE	\$ 1,584.00
		16-00676	BOSWELL McCLAVE ENGINEERING	CITY ENGINEER - ON CALL CY2016	\$ 6,510.00
		16-00678	T & M ASSOCIATES	PD HVAC SYSTEM ENG ASSESSMENT	\$ 661.80
		16-01731	MILLENNIUM STRATEGIES	GRANT WRITING SVC - CY2016	\$ 3,333.00
		16-01959	GRM INFORMATION MANAGEMENT SVC	CY2016 RECORD/FILE MNGT SVC	\$ 252.41
		16-02574	RUTGERS CENTER FOR GOV SVS	MUNICIPAL CLERK REVIEW CLASSES	\$ 622.00
		16-02850	EMPLOYERS ASSOCIATION OF NJ	WEBINAR-DOL EXEMPT CRITERIA	\$ 55.00
		16-03001	HOBOKEN GLASS COMPANY	GLASS FOR BA'S CONFERENCETABLE	\$ 465.00
		16-03162	FAIRVIEW INSURANCE ASSOC.	SEPT2016 MONTHLY&WELLNESS FEES	\$ 17,023.00
		16-03163	BROWN & BROWN METRO INC	JULY 2016 RMC FEES & GSMJIF	\$ 5,400.00
		16-03164	PREMIER TECHNOLOGY SOLUTIONS	JULY 2016 CITY HALL SERVICES	\$ 7,500.00
		16-03166	BROWN & BROWN METRO INC	AUGUST 2016 RMC FEES & GSMJIF	\$ 5,400.00
	ITRUST	16-01551	DEMETRI SARANTITIS ARCHITECTS	DESIGN SERVICES 9/11 MEMORIAL	\$ 48,292.12
ADM BUSINESS ADMINISTRATION	ICAPITAL	16-03281	SUBURBAN CONSULTING ENGINEERS	SOUTHWEST BLOCK 12 CONSTRUCT.	\$ 23,331.88
ADM CITY COUNCIL	IOPERATING	16-02615	ASL PRODUCTIONS LLC	DVD/LIVE STREAM COUNCIL MTGS	\$ 1,200.00
ADM FINANCE SUPERVISORS OFF	IOPERATING	16-00112	PARKER McCAY, P.A.	SPECIAL LEGAL COUNSEL-BOND COU	\$ 1,009.77
		16-02515	PATRICIA LOMBARDI	HANDICAPPED PARKING REFUND	\$ 125.00

**CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 7, 2016**

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$			
ADM FINANCE SUPERVISORS OFF	IOPERATING	16-02556	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 107.94			
		16-02602	STATE OF NJ/DEPT. LABOR/WRKFC	N.J. DIVISION OF LABOR/WRKFC	\$ 68.41			
		16-02710	G.F.O.A. OF NEW JERSEY	DUES AND CONFERENCE REGISTR.	\$ 90.00			
		16-02808	PRIME POINT LLC	PAYROLL PROCESSING CHARGES	\$ 5,591.75			
		16-02809	WILMINGTON TRUST COMPANY	ANNUAL PAYING AGENT FEE	\$ 2,500.00			
		16-02810	COUNTY OF HUDSON	HUDSON COUNTY PILOT TAX 5%	\$ 94,885.73			
		16-02845	NJ DIVISION OF PENSIONS &	DCRP MONTHLY INSURANCE INVOICE	\$ 2,293.47			
		ITRUST	15-03508	SOCIETA MADONNA DEIMARTIRI	REFUND OEP	\$ 2,470.00		
			15-03700	HOBOKEN POLICE SUPERIOR	QTR END 9/30/15 OEP DUES	\$ 6,492.00		
			16-02635	HOBOKEN POLICE SUPERIOR	QUARTER ENDED 6/30/16 OEP DUES	\$ 4,320.00		
			ADM LEGAL ADVERTISING	IOPERATING	16-00467	STAR LEDGER	CY2016 LEGAL ADVERTISING	\$ 443.30
					16-00468	JERSEY JOURNAL	CY2016 LEGAL ADVERTISING	\$ 1,723.87
		ADM MAYOR'S OFFICE	IOPERATING	16-03254	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR JULY 2016	\$ 726.97	
16-02451	W.B. MASON CO., INC.			OFFICE SUPPLIES	\$ 44.19			
ADM MUNICIPAL COURT	IOPERATING	16-02818	B & H PHOTO VIDEO	OFFICE EQUIPMENT	\$ 1,192.80			
		16-02819	THE RIVERVIEW PRESS	PRINTING OF 2016 TAX LETTER	\$ 890.00			
		16-02914	B & H PHOTO VIDEO	OFFICE EQUIPMENT	\$ 17.98			
		16-02960	CALEB STRATTON	REIMBURSEMENT LUNCH MEETING	\$ 53.75			
		16-03004	VIJAY CHAUDHURI	REIMBURSEMENT	\$ 14.90			
		16-03182	CESTARO'S FURNITURE FINISHING	MAYOR'S CONF RM TABLE FINISHED	\$ 975.00			
		16-02366	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	\$ 270.50			
		16-02603	AMARILIS A. DIAZ	SVCS RENDERED AS ACTING JUDGE	\$ 300.00			
		16-03036	FRANCOTYP-POSTALIA, INC.	METER LEASE RENTAL-7/16-1/17	\$ 204.00			
		16-03057	KELLY AUSTIN, JMC	SVCS RENDERED AS ACTING JUDGE	\$ 300.00			
ADM MUNICIPAL MANAGER	ICAPITAL	14-03566	STARR WHITEHOUSE LANDSCAPE	LSRP/ARCHITECT- BLK 12 DESIGN	\$ 27,058.73			
		16-01962	MARAZITI, FALCON, LLP	SP LEGAL COUNSEL - REVIEW BASF	\$ 16,182.55			
ADM OEM	IOPERATING	16-02433	HOBOKEN LOCK & SUPPLY	CAR TIRE BOOTS KEYS	\$ 270.00			
ADM PARKING UTILITY	ICAPITAL	16-02730	BOSWELL McCLAVE ENGINEERING	ENERGY STRONG ROADWAY STRIPING	\$ 4,923.00			
		16-02775	JOHN'S MAIN AUTO BODY	TOWING CHARGES-CENTRAL GARAGE	\$ 275.00			
	IPARK UTILITY	16-00156	MAGIC TOUCH CONSTRUCTION CO.,	GARAGE PLUMBING SERVICES-2016	\$ 1,578.37			
		16-00209	FASTENAL	SUPPLIES FOR HPU,S&T,916 GARD.	\$ 361.40			
		16-01883	JERSEY ELEVATOR COMPANY	MIDTOWN ELEVATOR REPAIRS	\$ 47,734.00			
		16-01905	ULINE	TAPE FOR NO PARKING SIGNS	\$ 422.37			
		16-01967	RYDIN DECAL	HANG TAG ORDER	\$ 4,018.42			
		16-02250	AMANO McGANN, INC.	QUARTERLY METER - 1/16-3/31/16	\$ 16,245.00			
		16-02523	PASSIO TECHNOLOGY, INC.	HOP TRACKING SYSTEM UPDATES	\$ 7,785.00			
		16-02525	QUALITY AUTOMALL	HOP VEHICLE PARTS	\$ 159.54			
16-02526	ALLIANCE BUS GROUP	HOP BUSES LIGHTS	\$ 209.27					

**CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 7, 2016**

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$
ADM PARKING UTILITY	IPARK UTILITY	16-02527	BUY WISE AUTO PARTS	HPU VEHICLE PARTS	\$ 249.80
		16-02547	TULPEHOCKEN SPRING WATER CO.	WATER BOTTLES	\$ 42.00
		16-02550	JACK CANTATORE	ONSTREET PARKING PERMIT REFUND	\$ 17.00
		16-02593	DEE-EN ELECTRICAL CONTRACTING	GARAGE ELECTRIC EVALUATIONS	\$ 825.00
		16-02658	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 66.00
		16-02662	COOPER PEST SOLUTIONS, INC.	GARAGE PEST CONTROL	\$ 180.00
		16-02667	UNITRONICS SYSTEMS, INC.	MONTHLY SUPPORT-916 GARDEN ST.	\$ 11,500.00
		16-02670	JERSEY ELEVATOR COMPANY	MIDTOWN ELEVATOR MAINT.-JULY	\$ 500.00
		16-02672	HIGH TECH PROTECTIVE SVS.INC.	GARAGE MONITORING-3RD QUARTER	\$ 639.06
		16-02674	MRA INTERNATIONAL, INC.	IT EQUIPMENT	\$ 270.00
		16-02675	CLEAN MAT SERVICES LLC	FLOOR MAT SERVICES-JULY 2016	\$ 339.29
		16-02676	UNITRONICS SYSTEMS, INC.	916 GARDEN ST. EQUIPMENT	\$ 296.40
		16-02677	SAL ELECTRIC CO., INC.	MIDTOWN GARAGE REPAIRS	\$ 727.85
		16-02678	IRON MOUNTAIN, INC.	HPU STORAGE - JULY 2016	\$ 334.66
		16-02679	BUY WISE AUTO PARTS	HOP VEHICLE PARTS	\$ 816.25
		16-02770	METROPOLITAN COFFEE SERVICE	COFFEE/WATER SUPPLIES	\$ 69.05
		16-02771	PROPARK AMERICA NEW YORK	MANAGEMENT FEE-GARAGES	\$ 44,362.64
		16-02776	CARYL TECHNOLOGIES LLC	BCN OUTCALLS	\$ 2,050.00
		16-02777	MRA INTERNATIONAL, INC.	IT EQUIPMENT	\$ 400.00
		16-02781	PREMIER TECHNOLOGY SOLUTIONS	IT SUPPORT SERVICES-JUNE 2016	\$ 7,636.50
		16-02782	JOHN'S MAIN AUTO BODY	TOWING CHARGES	\$ 125.00
		16-02783	NEW JERSEY TOWING CO	HPU EMERGENCY TOW-7/1/16	\$ 180.00
		16-02785	HOBOKEN LOCK & SUPPLY	916 GARDEN ST. LOCK SERVICES	\$ 48.00
		16-02786	ADVANCED DOOR SALES, INC.	GARAGE G DOOR REPAIRS	\$ 718.00
		16-02830	ACADEMY EXPRESS LLC	HOP BUS WASH - JUNE 24;JUNE 30	\$ 60.00
		16-02831	EXXONMOBIL FLEET GECC	HPU FUEL - JUNE 2016	\$ 634.89
		16-02832	TRIANGLE HAND CAR WASH	HPU VEHICLE WASH - JUNE-JULY 7	\$ 146.00
		16-02833	HOBOKEN WATER SERVICE	GARAGES WATER UTILITIES	\$ 1,135.68
		16-02835	VERIZON	GARAGES ALARM/COMPUTER-7/16	\$ 495.68
		16-02836	INTELLIGENT TRAFFIC SUPPLY PRO	TRAFFIC MAINTENANCE EQUIPMENT	\$ 2,273.00
		16-02839	PROPARK AMERICA NEW YORK	APRIL 2016 REIMBURSABLES	\$ 13,428.87
		16-02840	PROPARK AMERICA NEW YORK	MAY 2016 REIMBURSABLES	\$ 15,858.21
		16-02898	AMANO McGANN, INC.	GARAGE B PAYSTATION REPAIRS	\$ 468.30
		16-02900	TULPEHOCKEN SPRING WATER CO.	WATER COOLER BOTTLES	\$ 54.00
		16-02904	UNITRONICS SYSTEMS, INC.	REPAIRS-916 GARDEN ST. GARAGE	\$ 1,800.00
		16-02906	AMANO McGANN, INC.	MIDTOWN GARAGE REPAIRS	\$ 460.40
		16-02907	VERIZON	GARAGE UTILITIES-JULY 2016	\$ 393.00
		16-02941	NETWORKFLEET, INC.	GPS INSTALL/SERVICE CALL	\$ 260.00

**CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 7, 2016**

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$		
ADM PARKING UTILITY	IPARK UTILITY	16-02943	VERIZON	HPU ADMIN. UTILITY - JULY 2016	\$ 691.46		
		16-02944	AT&T (LD)	LONG DISTANCE-JULY 2016	\$ 35.62		
		TR-00067	SANDRA MARTIC-MC MILLAN	TOWING ADMIN FEE OVERPAYMENT	\$ 20.00		
ADM PAYROLL	IOPERATING	16-00569	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 83.19		
		16-03013	ANCHOR RUBBER STAMP	CUSTOM SELF-INK DATE STAMP	\$ 52.50		
ADM PERSONNEL	IOPERATING	16-00377	HIRERIGHT, LLC	BACKGROUND CHECK APPLICATIONS	\$ 899.89		
		16-02639	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 186.42		
ADM PERSONNEL/BENEFITS	IOPERATING	16-03137	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE JULY 2016	\$ 48,016.46		
ADM PURCHASING	IOPERATING	16-03165	JENNIFER MASTROPIETRO	REIMBURSEMENT	\$ 30.00		
ADM SPECIAL COUNSEL	IOPERATING	14-00342	VOGEL, CHAIT, COLLINS	OUTSTANDING LITIGATION	\$ 59.35		
		15-00309	DECOTIIS, FITZPATRICK & COLE	SP COUNSEL -PUBLIC UTILITY	\$ 1,034.30		
		15-00627	WEINER & LESNIAK, LLP	SP LEGAL COUN -CY2015 LAND USE	\$ 7,666.58		
		15-00628	WEINER & LESNIAK, LLP	CY2015 LABOR AND EMPLOYMENT	\$ 75.00		
		15-01169	MARAZITI, FALCON, LLP	SP COUNSEL-LIT. REDEVELOPMENT	\$ 22,089.81		
		15-03232	FLORIO & KENNY LLP	SP COUNSEL - CY 2015 GEN. LITI	\$ 1,305.00		
		16-00102	STEVEN HUMMELL	2016 MUNICIPAL PROSECUTOR	\$ 1,300.00		
		16-00104	BENJAMIN CHOI, ESQ.	2016 MUNICIPAL PROSECUTOR	\$ 4,375.00		
		16-00106	ESTHER MILSTED ATTORNEY AT LAW	MUNICIPAL PUBLIC DEFENDER	\$ 3,850.00		
		16-00107	JARED B. WEISS, ESQ	MUNICIPAL PUBLIC DEFENDER	\$ 550.00		
		16-00110	FLORIO & KENNY LLP	AFFIRMATIVE ACTIONÐICS OFC.	\$ 7,725.00		
		16-00114	INGLESINO, WYCISKALA	CY2016 INSURANCE COUNSEL	\$ 213.62		
		16-03185	GARDEN STATE MUNI.JOINT INSURA	JULY 2016 DEDUCTIBLE	\$ 12,043.04		
		ADM TAX ASSESSOR	IOPERATING	16-00405	VINCENT J. LAPAGLIA	SP COUNSEL -CY2016 TAX APPEALS	\$ 6,325.00
				16-01000	MCGUIRE ASSOCIATES, LLC	REAL ESTATE APPRAISER CY2016	\$ 23,374.98
		ADM TAX COLLECTOR	IOPERATING	16-02606	EDMUNDS & ASSOCIATES INC.	TAX BILL -4 QTRS. 2016/2017	\$ 6,447.56
				16-02984	THOMAS BRENNAN	REFUND OVERPAYMENT	\$ 10,993.22
16-02986	JONATHAN ABREU			REFUND OVERPAYMENT	\$ 130.99		
16-02987	YONG SU			REFUND OVERPAYMENT	\$ 504.92		
16-02988	FORZAGLIA, PETER & THOMAS			REFUND OVERPAYMENT	\$ 5,517.91		
16-02989	GLAZER, SCOTT & HOLLY			REFUND OVERPAYMENT	\$ 8,833.70		
ITRUST	ITRUST			16-02991	US BANK CUST BV002 TRST&CRDTRS	REDEMPTION	\$ 1,888.43
				16-03010	PEI SICARDI	REDEMPTION	\$ 4,078.30
				16-03011	PAM INVESTORS	REDEMPTION	\$ 1,398.97
				16-03012	MTAG CUST ALTERNA FUNDINGI	REDEMPTION	\$ 135,507.00
				16-03086	US BANK CUST BV002 TRST&CRDTRS	PREMIUM	\$ 5,200.00
				16-03174	HOE YOOK CHIEN	REDEMPTION	\$ 2,446.01
				16-03175	DBW TL HOLDCO 2016 LLC	REDEMPTION	\$ 5,078.92
16-03176	USBANK AS CUST FOR ACTLIEN HOL	REDEMPTION	\$ 26,254.80				

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ADM TAX COLLECTOR	ITRUST	16-03177	US BANK C/F BV001 TRST & CRDTR	REDEMPTION	\$ 69,103.64
		16-03178	RIDGEBACK VENTURES LLC	REDEMPTION	\$ 4,546.07
		16-03179	CST FOR EBURY FUND 1 NJ LLC	REDEMPTION	\$ 10,917.08
		16-03180	USBANKCUSTFORPC6,LLC STERLING	REDEMPTION	\$ 50,563.55
		16-03334	PROPEL FUNDING MULTISTATE, LLC	REDEMPTION	\$ 21,615.67
		16-03336	CST FOR EBURY FUND 1 NJ LLC	REDEMPTION	\$ 2,010.81
		16-03337	ISAAC MORADI	REDEMPTION	\$ 2,765.12
ADM/CITY CLERK	IOPERATING	16-02643	W.B. MASON CO., INC.	AVERY CLEAR LABELS AVE- 5664	\$ 112.52
ADM/CODIFICATION OF CODE	IOPERATING	16-02955	GENERAL CODE PUBLISHERS	CODIFICATION OF CODE	\$ 1,670.33
ADM/CONSTRUCTION CODE	IOPERATING	16-02548	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 198.88
		16-02802	MRA INTERNATIONAL, INC.	DRUMFORPRINTER-CONSTRUCTIONOFF	\$ 140.00
		16-02961	NJ ELEVATOR INSPECTION AGENCY	ELEVATOR SUB-CONSTRUCTION OFF.	\$ 19,543.00
		16-02859	HUDSON REPORTER ASSOC LP	LEGAL ADS MAY & JUNE 2016	\$ 2,674.10
ADM/LEGAL ADS	IOPERATING	16-02756	CONCORDE, INC.	DRUG & ALCOHOL PROGRAM	\$ 99.80
ADM/PERSONNEL CD DIRECTOR'S OFFICE	ESCROW	16-02792	MARAZITI, FALCON, LLP	SPECIAL REDEVELOPMENT COUNSEL	\$ 285.00
		16-02908	MARAZITI, FALCON, LLP	SPECIAL REDEVELOPMENT COUNSEL	\$ 66,981.26
		16-02927	4WARD PLANNING LLC	FINANCIAL ANALYSIS REDEV AGMT	\$ 2,750.75
		16-02928	MARAZITI, FALCON, LLP	SPECIAL REDEVELOPMENT COUNSEL	\$ 3,436.05
		16-02929	MARAZITI, FALCON, LLP	SPECIAL REDEVELOPMENT COUNSEL	\$ 8,556.30
		16-02930	MCMANIMON,SCOTLAND, & BAUMANN	SPECIAL REDEVELOPMENT COUNSEL	\$ 67.50
		14-02778	COMMUNITY GRANTS PLANNING	AFFORDABLE HOUSING AGENT	\$ 5,196.00
		15-01880	SHIRLEY M. BISHOP, P.P.,LLC	PLANNER - AFFORDABLE HOUSING	\$ 233.33
		14-03556	MASER CONSULTING P A	PRO. PLANNER - SW HOBOKEN	\$ 553.00
		14-02024	MASER CONSULTING P A	Professional SVC- Post Office	\$ 6,000.00
		15-00742	MASER CONSULTING P.A.	PRO. SVC - ZONING CODE UPDATE	\$ 1,547.50
		16-00738	MARAZITI, FALCON, LLP	REDEVELOPMENT COUNSEL CY2016	\$ 8,685.86
		16-02647	WEINER & LESNIAK, LLP	LAND USE COUNSEL - ZBA APPEAL	\$ 1,504.81
		16-02848	MARAZITI, FALCON, LLP	SPECIAL REDEVELOPMENT COUNSEL	\$ 1,007.61
16-02957	MRA INTERNATIONAL, INC.	BLACK PRINTER TONER- B. FORBES	\$ 60.00		
CD GRANTS MANAGEMENT	IPARK UTILITY CDBGWIREIDIS	16-01733	MASER CONSULTING P A	PLANNERS SYNCHRO SW HOBOKEN	\$ 10,622.30
		16-03100	TRUE MENTORS INC	TRUE MENTORS CDBG REIM	\$ 1,835.74
		16-03106	THE WATERFRONT PROJECT INC	THE WATERFRONT PROJECT REIM	\$ 5,503.64
CD HISTORIC PRESERVATION COMM	IOPERATING	16-02154	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 100.95
CD MLUL PB ESCROW ACCTS	ESCROW	16-02829	GAROFALO & O'NEILL, P.A.	REFUND DEVELOPERS ESCROW	\$ 252.66
		16-02912	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 2,492.00
		16-03142	JERSEY JOURNAL	DEVELOPERS ESCROW	\$ 54.28
		16-02581	JERSEY JOURNAL	LEGAL ADVERTISEMENT	\$ 56.83
CD MLUL PLANNING BOARD	ESCROW IOPERATING	16-02581	JERSEY JOURNAL	LEGAL ADVERTISEMENT	\$ 56.83
		16-02342	MRA INTERNATIONAL, INC.	PRIN PLANNER-ZBOOK,MONITR,DOCK	\$ 2,053.50

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CD MLUL PLANNING BOARD	IOPERATING	16-02793	MASER CONSULTING P A	PROFESSIONAL SERVICES	\$ 440.00	
		16-02977	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 467.00	
CD MLUL ZONING BD OF ADJ	ESCROW	16-02767	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 3,631.25	
	IOPERATING	16-01761	HUDSON REPORTER ASSOC LP	LEGAL ADVERTISEMENT ZBA	\$ 514.80	
		16-02952	F. CLIFFORD GIBBONS, ESQ. LLC	PROFESSIONAL SERVICES	\$ 7,726.00	
ES CENTRAL GARAGE	IOPERATING	16-02681	JOHN A. EARL CO.	PAPER TOWELS FOR CENTRAL	\$ 292.50	
ES DIRECTOR'S OFFICE	ITRUST	16-02520	FEEDING OUR CHILDREN, INC.	2016 SUMMER FOOD SVS PROGRAM	\$ 18,780.29	
ES PUBLIC PROPERTY	IO M FUND	16-02613	Z'S IRON WORKS	WELDING REPAIRS	\$ 420.00	
		16-02805	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 937.49	
		16-02879	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 120.83	
		IOPERATING	16-01325	MTB ELECTRIC	CITY GARAGE BALLASTS SERVICES	\$ 1,067.55
		16-01549	ENVIVOVISION CONSULTANTS, INC	ASBESTOS COMPLIANCE SERVICES	\$ 3,850.00	
		16-01712	MTB ELECTRIC	LITTLE LEAGUE FIELD	\$ 1,664.44	
		16-02613	Z'S IRON WORKS	WELDING REPAIRS	\$ 1,810.00	
		16-02623	AIR SYSTEMS MAINTENANCE, INC.	HVAC REPAIRS-CITY HALL	\$ 2,713.00	
		16-02711	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 150.00	
		16-02741	TIVER WINDOW CLEANING	CLEANING OF WINDOWS-TAX OFFICE	\$ 240.00	
		16-02758	CITY PAINT AND HARDWARE	MAINTENANCE SUPPLIES	\$ 1,771.15	
		16-02760	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR GARAGE	\$ 513.83	
		16-02764	TREASURER-STATE OF NJ (NJPDES)	SITE REMEDIATION FEE	\$ 3,775.00	
		16-02788	MONACO LOCK COMPANY, INC.	REPAIRS TO GYM DOOR MSC	\$ 229.14	
		16-02804	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 205.00	
		16-02805	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 3,254.25	
		16-02853	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS IN CITY BLDGS	\$ 1,351.66	
		16-02854	UNITED RENTALS	GENIE RENTAL	\$ 655.00	
		16-02857	JOHN A. EARL CO.	SUPPLIES FOR CITY HALL	\$ 2,414.25	
		16-02879	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 130.00	
		16-02954	METROPOLITAN MOP & MAP RENTAL	MAT RENTAL	\$ 92.60	
		16-02956	NESTLE WATERS INC	WATER COOLER RENTALS	\$ 640.91	
		16-02995	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS IN PARKS	\$ 1,194.27	
		16-02996	TATBIT CO.	ELECTRICAL REPAIRS	\$ 1,025.08	
		16-03029	TREASURER-STATE OF NJ (NJPDES)	SITE REMEDIATION PERMIT FEE	\$ 205.00	
		16-03030	TREASURER-STATE OF NJ (NJPDES)	REMEDATION FEE	\$ 2,640.00	
		16-03031	HOBOKEN GLASS COMPANY	GLASS REPLACEMENT	\$ 285.00	
16-03235	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 1,614.83			
ES ROADS	IOPERATING	16-02682	AMERICAN PAPER & SUPPLY CO.	GARBAGE BAGS	\$ 4,356.20	
		16-02743	TILCON NEW YORK	ASPHALT FOR ROADS	\$ 215.03	
		16-02789	TILCON NEW YORK	I-5 (KOL-TAC) FOR ROADS	\$ 165.46	

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ES ROADS	IOPERATING	16-02924	JOHN A. EARL CO.	CUPS FOR WATER COOLER	\$ 29.83
ES SHADE TREE COMMISSION	IOPERATING	16-02750	LISA PARK	REIMBURSEMENT	\$ 100.00
		16-03128	DIANA DAVIS	REIMBURSEMENT	\$ 66.05
ES SOLID WASTE	IOPERATING	16-03248	HUDSON COUNTY IMPROVEMENT AUTH	DART CHARGES - JULY 2016	\$ 17,195.79
FLEET MANAGEMENT	IOPERATING	16-02281	JOHN'S MAIN AUTO BODY	PD 146 TOWED FROM HAWTHRONE	\$ 450.00
		16-02330	BORTEK INDUSTRIES, INC.	PARTS FOR CUSHMAN	\$ 6,263.50
		16-02422	DUBIN GLASS	WINDSHIELD FOR PD 155	\$ 245.00
		16-02600	OSCAR'S AUTOMATIC TRANSMISSION	REPAIR TRANSMISSION TO PD 109	\$ 2,300.00
		16-02654	FASTENAL	SUPPLIES FOR CENTRAL GARAGE	\$ 1,270.47
		16-03007	FASTENAL	SUPPLIES FOR CENTRAL GARAGE	\$ 1,571.91
		16-03037	MOTOR VEHICLE COMMISSION	TITLES/REGISTRAION FIRETRUCK	\$ 60.00
HS BD OF HEALTH	IDOG	16-03082	TREASURER, STATE OF NEW JERSEY	DOG LICENSE REPORT - 1ST QTR.	\$ 138.60
		16-03083	TREASURER, STATE OF NEW JERSEY	1ST QTR. DOG LICENSE REPORT	\$ 334.80
	IOPERATING	15-04580	HUDSON REGIONAL HEALTH COMM.	4TH QTR PAYMENT	\$ 4,177.25
		16-02763	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SER. JUNE 2016	\$ 5,916.67
		16-03080	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SER. JULY-2016	\$ 5,916.67
HS CULTURAL AFFAIRS	ITRUST	16-01382	MUSIC PLAY STUDIOS LLC	PERFORMANCE-SPRING FESTIVAL	\$ 300.00
		16-02558	ART PRIDE NEW JERSEY	MEMBERSHIP RENEWAL	\$ 150.00
		16-02609	MARK CHICK	REIMBURSEMENT	\$ 200.00
		16-02625	CITY OF HOBOKEN-OEP	OUTSIDE EMPLOYMENT SERVICES	\$ 357.50
		16-02717	ALL STAR RENTALS, INC.	BLUE WATER BARRELS	\$ 200.00
		16-02747	NORTH JERSEY MEDIA GROUP	AD - SPRING FESTIVAL	\$ 450.00
		16-02858	RON ALBANESE	PERFORMANCE-FAMILY FUN NIGHTS	\$ 650.00
		16-02865	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00
		16-02868	ANY EXCUSE FOR A PARTY INC.	RENTAL OF CARNIVAL TENT/GAMES	\$ 900.00
		16-02878	RIVERS, ABBE G.	PERFORMANCE - SINATRA PARK	\$ 200.00
		16-02888	ERIK PETERSON	REIMBURSEMENT	\$ 28.48
		16-02946	HARBOR HILLS DAY CAMP	REIMBURSEMENT	\$ 200.00
		16-03059	SKYLINE GRAPHIC MANAG. INC.	BANNER PATCHES	\$ 180.00
		16-03060	SUPERSONIC TRANSPORT INC	EQUIPMENT RENTAL	\$ 478.00
		16-03063	TWIDDLIN' THUMBS	PERFORMANCE - SINATRA PARK	\$ 250.00
		16-03064	GENE TURONIS	PERFORMANCE - SINATRA PARK	\$ 300.00
		16-03081	SARAH VALENTINE	EVENT ASSISTANCE	\$ 420.00
		16-03085	GERALDINE FALLO	REIMBURSEMENT	\$ 92.48
		16-03183	GERALDINE FALLO	REIMBURSEMENT	\$ 83.34
		16-03184	GERALDINE FALLO	REIMBURSEMENT	\$ 16.38
		16-03261	THE BROWNSTONE	FOOD FOR SPAGHETTI DINNER	\$ 6,760.50
HS DIRECTOR'S OFFICE	ICAPITAL	15-02903	PICERNO GIORDANO CONSTRUCTION	SPRAYGROUND AT LEGION PARK	\$ 3,051.70

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HS DIRECTOR'S OFFICE	IOPERATING	16-01732	AIR SYSTEMS MAINTENANCE, INC.	HVAC MAINTENANCE - BID 16-08	\$ 4,463.62	
		16-02554	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 42.76	
HS HOUSING INSPECTION	IOPERATING	16-02799	MRA INTERNATIONAL, INC.	PRINTER FOR HOUSING INSPECTION	\$ 249.00	
HS MUNICIPAL ALLIANCE	IFEDERAL	16-02748	NCADD HUDSON COUNTY INC.	SUBSTANCE ABUSE PREVENTION	\$ 12,600.00	
		16-02749	NCADD HUDSON COUNTY INC.	SUBSTANCE ABUSE PREVENTION	\$ 4,946.00	
HS PARKS	IO M FUND	16-02734	Z'S IRON WORKS	WELDING REPAIRS IN PARKS	\$ 475.00	
		16-02953	Z'S IRON WORKS	WELDING REPAIRS PIER C PARK	\$ 490.00	
		16-03136	PSE&G COMPANY	JULY 2016 - PIER A	\$ 810.83	
	IOPERATING	16-02617	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 100.00	
		16-02721	Z'S IRON WORKS	REPAIRS TO STEEL WICKETS	\$ 1,790.00	
		16-02759	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR PARKS	\$ 335.08	
		16-02807	INTELLIGENT PRODUCTS, INC.	BAGS FOR DOG RUNS	\$ 984.60	
		16-02976	TATBIT CO.	ELECTRICAL REPAIRS	\$ 789.88	
		16-02993	MONACO LOCK COMPANY, INC.	NEW KEY FOR TOOL SHED - C.S.P.	\$ 384.66	
		16-02994	ALL COUNTY LANDSCAPING SVS	MULCH 1500 PARK AVENUE	\$ 2,925.00	
		16-03084	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 120.83	
		16-03188	ALL COUNTY LANDSCAPING SVS	EXTERIOR MAINTENANCE	\$ 1,790.00	
		ITRUST	16-02065	SUBURBAN CONSULTING ENGINEERS	CONSULTING TODDLER PARK DESIGN	\$ 4,850.00
			ICAPITAL	16-03066	HINDING TENNIS COURTS, LLC	RESURFACING OF RINK - MSC	$ 19,250.00
		IOPERATING		16-02970	VINCENT JOHNSON	REIMBURSEMENT
			16-02975	Z'S IRON WORKS	WELDING REPAIRS	\$ 690.00
			16-03238	MILLER, ED	REIMBURSEMENT	\$ 17.34
16-03272	HOBOKEN YOUTH SOCCER		TRAVEL SOCCER REFEREE FEES	\$ 15,000.00		
ITRUST REC FEES	16-02974		HUDSON POOL MANAGEMENT INC	POOL SUPPLIES/MAINTENANCE	\$ 600.44	
	16-03072		HUDSON POOL MANAGMENT INC	WEEKLY POOL TESTING	\$ 542.22	
16-03089	SIDELINE SPORTS DOC, LLC		SOCCER INJURY RECOGNITION COUR	\$ 255.00		
16-03263	STAN'S SPORT CENTER		SOFTBALLS	\$ 178.00		
16-03269	STAN'S SPORT CENTER		PLAQUE	\$ 75.00		
16-03271	SPORT NGIN, INC		SITEBUILDER	\$ 595.00		
16-03272	HOBOKEN YOUTH SOCCER	TRAVEL SOCCER REFEREE FEES	\$ 2,250.00			
16-03282	AMBASSADOR FISH AND CHICKEN	REFRESHMENTS FOR REC. TRIP	\$ 176.93			
HS RENT LEVELING/STABILIZATION	IOPERATING	16-00018	STAR LEDGER	2016 RENT LEVELING LEGAL ADS	\$ 58.90	
		16-02973	FLORIO & KENNY LLP	SERVICES RENDERED	\$ 1,035.00	
		16-02978	FLORIO & KENNY LLP	SERVICES RENDERED	\$ 1,140.00	
HS SENIOR CITIZEN PROGRAM	IOPERATING	16-02806	INSERRA SUPERMARKETS	SUPPLIES FOR SENIOR EVENTS	\$ 101.90	
		16-02887	INSERRA SUPERMARKETS	SUPPLIES FOR SENIOR EVENTS	\$ 180.77	
		16-02997	DONNA FERRERA	SERVICES RENDERED YOGA INSTR.	\$ 420.00	
HS VITAL STATISTICS	IOPERATING	16-02622	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 147.57	

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HS VITAL STATISTICS	ITRUST	16-02762	TREASURER, STATE OF NEW JERSEY	2ND QTR. MARIAGE LICENSE RPT.	\$ 3,500.00
PS FIRE	IOPERATING	16-01412	TURNOUT FIRE & SAFETY, INC.	ROTONDI'S TURNOUT GEAR	\$ 2,811.74
		16-01758	LIFESAVERS, INC.	NEW DEFIB	\$ 1,528.00
		16-02213	TURNOUT FIRE & SAFETY, INC.	GEMTOR HARNESS LOOPS	\$ 899.00
		16-02501	PINNACLE WIRELESS USA INC	RADIO REPAIR	\$ 777.00
		16-02503	TURNOUT FIRE & SAFETY, INC.	ZIPPER REPAIR FF MATOS	\$ 42.99
		16-02505	JOHN A. EARL CO.	TOILET PAPER FOR FIREHOUSES	\$ 358.08
		16-02506	MINERVA CLEANERS	GEMTOR LOOPS SYSTEM SPECIAL	\$ 159.00
		16-02507	ABSOLUTE FIRE PROTECTION	ENGINE 5 REPAIRS	\$ 655.95
		16-02569	MINERVA CLEANERS	GENTOR HARNESS REVERSE FLY	\$ 8,250.00
		16-02686	LIBERTY LANDING MARINA	FUEL/JUNE RECEIPTS	\$ 453.97
		16-02687	AIR PURIFIERS, INC.	T2 QTRS/FILTER	\$ 266.00
		16-02688	ABSOLUTE FIRE PROTECTION	LADDER 2 REPAIRS	\$ 5,481.61
		16-02689	TURNOUT FIRE & SAFETY, INC.	REPAIRS TO TURNOUT/PINIERO	\$ 35.00
		16-02690	ASTRAHEALTH CENTERS HOBOKEN	PANEL/RM	\$ 80.00
		16-02691	JENSON & MITCHELL	ENGINE 5 REPAIRS	\$ 2,015.76
		16-02703	NEW JERSEY FIRE EQUIPMENT CO	SCBA REPAIRS	\$ 310.04
		16-02704	CITY PAINT AND HARDWARE	SUPPLIES FOR FH	\$ 1,059.23
		16-02851	SHORE SOFTWARE	ONLINE BACKUP/WEBHOSTING	\$ 1,060.13
		16-02855	GATEWAY MARINA, INC	REPAIRS TO MARINE 1	\$ 7,713.75
		16-02856	DIVISION OF CRIMINAL JUSTICE	CANCELLATION COST	\$ 500.00
		16-02867	LIFESAVERS, INC.	RX FROM DR TO RELEASE DEFIBS	\$ 35.00
		16-02962	HEIMAN FIRE EQUIPMENT	EQUIPMENT	\$ 446.05
		16-02964	TURNOUT FIRE & SAFETY, INC.	RUBBER BOOTS/LANZO	\$ 149.99
		16-02965	ABSOLUTE FIRE PROTECTION	L1 REPLACEMENT LADDER	\$ 4,055.73
		16-02966	LOMBARDY DOOR SALES	L2 QTRS OVERHEAD DOOR REPAIRS	\$ 210.00
		16-02967	NEW JERSEY FIRE EQUIPMENT CO	REPAIRS/MAINT TO SCBA'S	\$ 931.59
		16-03002	PINNACLE WIRELESS USA INC	ASTRO SPEN BASE STATION UNIT	\$ 814.00
PS FIRE SAFETY	IFIRE ED	16-02921	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 854.47
		16-02985	CITY PAINT AND HARDWARE	Main. Supplies	\$ 349.21
PS POLICE	IOPERATING	16-00508	S. MANZO UNIFORM CO INC	SERGEANT BADGE	\$ 88.00
		16-00546	S. MANZO UNIFORM CO INC	SERGEANT BADGE	\$ 88.00
		16-01327	ENTERPRISE CONSULTANTS LLC	NEW CABLING IN THE B OF I	\$ 1,620.00
		16-01362	ELECTRONIC SERVICE SOLUTIONS	HAVIS SHIELD BRACKETS	\$ 68.80
		16-02026	GOLD TYPE BUSINESS MACHINE	COMPUTERS	\$ 5,880.32
		16-02032	WEST GROUP - THOMSON REUTERS	APRIL 2016 BILL	\$ 144.54
		16-02033	W.B. MASON CO., INC.	DEPARTMENT SUPPLIES	\$ 1,591.92
		16-02036	SHUTTER BOOTH	2016 NATIONAL NIGHT OUT EVENT	\$ 400.00

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PS POLICE	IOPERATING	16-02303	STATIONERS INC	OFFICIAL POLICE NOTEBOOK	\$ 617.94
		16-02304	ATLANTIC TACTICAL INC	BULLET RESISTANT	\$ 2,743.50
		16-02314	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 1,425.12
		16-02494	WEST GROUP - THOMSON REUTERS	MAY 2016 BILL	\$ 256.72
		16-02509	COUNTY OF BERGEN	BASIC POLICE TRNG CLASS #116	\$ 5,580.00
		16-02510	THE GYM STORE, INC	SERVICE FOR TREADMILL	\$ 170.00
		16-02511	TYCO INTEGRATED SECURITY	QUARTERLY BILLING 07/16-09/16	\$ 331.43
		16-02537	TOSHIBA BUSINESS SOLUTIONS	DATA CARD PRINTER SUPPLIES	\$ 742.00
		16-02538	ROBERT A. VERRY	TRAINING COURSES	\$ 190.00
		16-02539	NEW JERSEY TURNPIKE AUTHORITY	E-ZPASS PAYMENT	\$ 25.75
		16-02541	ATLANTIC TACTICAL INC	TRAINING TARGETS	\$ 386.00
		16-02543	MY FAIRYTALE DREAM	NATIONAL NIGHT OUT 2016	\$ 450.00
		16-02544	NRM CONSULTING, INC.	BICYCLE TRNG COURSE	\$ 600.00
		16-02545	FLASH TECH., INC.	HDMI CABLE 2 METERS	\$ 21.99
		16-02683	SHI INTERNATIONAL CORPORATION	ANNUAL SUPPORT & MAINTENANCE	\$ 76,054.17
		16-02693	MORRIS CO. FIRE & POLICE	MISSING PERSONS TRAINING	\$ 50.00
		16-02694	GOLD TYPE BUSINESS MACHINES	SOFTWARE EXCHANGE	\$ 499.00
		16-02695	FLO ON WHEELS CYCLES	POLICE BICYCLE HELMETS	\$ 150.00
		16-02696	HOBOKEN HOT HOUSE	COFFEE WITH A COP EVENT	\$ 250.00
		16-02698	ASTRAHEALTH CENTERS HOBOKEN	MEDICAL BILL	\$ 115.00
		16-02699	PROCOMM SYSTEMS	ONE-YEAR MAINTENANCE	\$ 15,290.00
		16-02700	CITY PAINT AND HARDWARE	JUNE 2016 BILL	\$ 24.92
		16-02702	SGT KEITH ROTONDI	REIMBURSEMENT	\$ 126.53
		16-02870	FLO ON WHEELS CYCLES	HELMETS	\$ 500.00
		16-03045	INSTITUTE FOR FORENSIC	PSYCHOLOGICAL EVALUATION	\$ 1,800.00
		16-03049	S. MANZO UNIFORM CO INC	BADGES	\$ 1,804.00
		16-03053	GOLD TYPE BUSINESS MACHINES	RENEW VERITAS SOFTWARE	\$ 1,570.32
		16-03054	GOLD TYPE BUSINESS MACHINES	SYMANTEC RENEWAL	\$ 1,820.40
		16-03055	GOLD TYPE BUSINESS MACHINES	INFO-COP LICENSES RENEWAL	\$ 5,250.00
		16-03069	CITY PAINT AND HARDWARE	JULY 2016 BILL	\$ 156.92
		16-03112	VERIZON WIRELESS SERVICES LLC	LAPTOP WIRELESS SVC PD 7/16	\$ 912.23
		16-03113	EXTEL COMMUNICATIONS, INC.	SERVICE CALL-PD	\$ 175.00
		UNCLASSIFIED ELECTRICITY	IOPERATING	16-03167	PSE&G COMPANY	4TH STREET & RIVER PIER C	$ 834.24
16-03168	PSE&G COMPANY			ELECTRICITY - 1600 WILLOW AVE	\$ 1,059.36
16-03169	PSE&G COMPANY			ELECTRICITY - BATTING CAGE	\$ 333.95
16-03170	PSE&G COMPANY			RIVER ST & 2ND TRAFFIC LIGHT	\$ 20.69
16-03172	PSE&G COMPANY			ELECTRIC UTILITY - JULY 2016	\$ 32,250.54
		16-03210	PUBLIC SERVICE ELECTRIC & GAS	ANNUAL CAMERA BILLING	\$ 431.76

**CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 7, 2016**

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$
UNCLASSIFIED ELECTRICITY	IOPERATING	16-03288	PSE&G COMPANY	OBSERVER HWY TRAFFIC LIGHTS	\$ 190.54
UNCLASSIFIED GASOLINE	IOPERATING	16-03330	EXXONMOBIL FLEET GECC	GASOLINE FOR 8/16	\$ 21,146.44
UNCLASSIFIED GROUP HEALTH INS	IOPERATING	16-03275	BENECARD SERVICES, LLC	PRESCRIPTION INS JULY/AUG 2016	\$ 1,188,074.06
UNCLASSIFIED INSURANCE	IOPERATING	16-02849	ERNEST PRUDENTE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-02983	ANGEL L. ALICEA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-03116	HORIZON BLUE CROSS-SELF INSUR.	CLAIMS BILLING #3 JULY 2016	\$ 192,664.18
		16-03117	HORIZON BLUE CROSS-SELF INSUR.	CLAIMS BILLING #4 JULY 2016	\$ 28,515.59
		16-03276	HORIZON BLUE CROSS-SELF INSUR.	CLAIMS BILLING #5 JULY 2016	\$ 61,553.85
		16-03277	HORIZON BLUE CROSS-SELF INSUR.	CLAIMS BILLING #1 AUGUST 2016	\$ 10,647.95
		16-03278	NATIONWIDE LIFE INSURANCE CO.	AUGUST STOP LOSS-GROUP HEALTH	\$ 61,146.88
		16-03279	UMR INC	ADMINISTRATIVE FEES AUG 2016	\$ 33,361.08
		16-03280	UMR INC	ADMINISTRATIVE FEES SEPT 2016	\$ 36,406.38
		16-03360	BLUE CROSS BLUE SHIELD NJ D	DENTAL INS. AUG / SEPT 2016	\$ 84,655.34
		16-03361	VISION SERVICE PLAN, INC.	VISION INSURANCE AUG/SEPT 2016	\$ 22,360.29
		16-03369	PMA COMPANIES INC	WORKERS COMP JUNE/JULY 2016	\$ 1,637.63
		16-03380	BROWN & BROWN METRO INC	FLOODINSURANCE POLICY RENEWAL	\$ 44,140.00
UNCLASSIFIED NATURAL GAS	IOPERATING	16-03101	WOODRUFF ENERGY US LLC	NATURAL GAS (BUILDINGS)	\$ 1,452.89
		16-03173	WOODRUFF ENERGY US LLC	NATURAL GAS (BUILDINGS)	\$ 1,451.16
UNCLASSIFIED POSTAGE	IOPERATING	16-00019	MARLIN LEASING CORPORATION	2016 LEASE OF THE MAIL MACHINE	\$ 708.54
UNCLASSIFIED STREET LIGHTING	IOPERATING	16-03171	PSE&G COMPANY	STREET LIGHTING - JULY 2016	\$ 73,549.19
UNCLASSIFIED TELEPHONE	IOPERATING	16-02817	EXTEL COMMUNICATIONS, INC.	TELEPHONE MAINTENANCE JULY '16	\$ 495.00
		16-03039	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 7,8/16	\$ 1,636.87
		16-03098	VERIZON WIRELESS	CELL SERVICE 6/7-7/6/16	\$ 10,941.86
		16-03099	CABLEVISION SYSTEMS CORP.	MODEM SERVICES 8/16	\$ 1,592.04
		16-03107	EXTEL COMMUNICATIONS, INC.	TELEPHONE MAINTENANCE AUG 2016	\$ 495.00
		16-03134	CABLEVISION LIGHTPATH, INC.	INTERNET SERVICES 7/16	\$ 2,889.57
		16-03159	VERIZON	TELEPHONE SERVICES 6/16	\$ 2,681.10
		16-03160	CABLEVISION LIGHTPATH, INC.	INTERNET SERVICES 7/16	\$ 1,148.23
		16-03287	METTEL	LONG DISTANCE/REGIONAL CALLS	\$ 113.49
	I PARK UTILITY	16-03098	VERIZON WIRELESS	CELL SERVICE 6/7-7/6/16	\$ 800.20
UNCLASSIFIED WATER & SEWERAGE	IOPERATING	16-03044	HOBOKEN WATER SERVICE	WILLOW AVE 13TH ST PARK	\$ 1,724.18
		16-03110	NORTH HUDSON SEWERAGE AUTH.	SEWER - 3RD QUARTER 2016	\$ 6,621.48
		16-03135	HOBOKEN WATER SERVICE	WILLOW AVE 13TH STREET PARK	\$ 1,556.70
		16-03362	HOBOKEN WATER SERVICE	WATER UTILITY - 1600 PARK AVE	\$ 50.96
UNCLASSIFIED/COPIERS	IOPERATING	16-00014	SHARP ELECTRONICS CORPORATION	2016 LEASE OF COPIERS	\$ 4,787.26
		16-03154	SHORE BUSINESS SOLUTIONS	COPIER MAINT. VARIOUS MACHINES	\$ 73.23
UNCLASSIFIED/STATIONERY	IOPERATING	16-00090	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 2,194.04
Grand Total					\$ 3,917,192.21

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER
 OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES
 OF THE CITY OF HOBOKEN, FOR THE PERIOD:

<u>14-Jul-16</u>	TO	<u>27-Jul-16</u>	Paydate	8/3/2016	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	6-01-20-105	10,155.63	161.46	0.00	10,317.09
MAYOR'S OFFICE	6-01-20-110	10,805.78	0.00	0.00	10,805.78
CITY COUNCIL	6-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	6-01-20-112	20,042.36	0.00	0.00	20,042.36
ABC BOARD	6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	6-01-20-114	5,951.50	0.00	0.00	5,951.50
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	21,505.32	0.00	0.00	21,505.32
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	22,710.07	581.05	0.00	23,291.12
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	9,532.05	0.00	0.00	9,532.05
ASSESSOR'S OFFICE	6-01-20-150	13,728.80	0.00	0.00	13,728.80
CORPORATE COUNSEL	6-01-20-155	9,082.82	21.92	0.00	9,104.74
Vacation		0.00	0.00	6,022.80	6,022.80
COMMUNITY DEVELOPMENT	6-01-20-160	14,054.60	0.00	0.00	14,054.60
PLANNING BOARD	6-01-21-180	2,177.73	338.32	0.00	2,516.05
ZONING OFFICER	6-01-21-186	6,535.76	0.00	0.00	6,535.76
HOUSING INSPECTION	6-01-21-187	7,075.28	457.02	0.00	7,532.30
CONSTRUCTION CODE	6-01-22-195	22,974.30	516.72	0.00	23,491.02
POLICE DIVISION	6-01-25-241-011	513,318.63	19,119.61	0.00	532,438.24
Retro		0.00	0.00	230.71	230.71
Worker's Comp		0.00	0.00	4,178.51	4,178.51
POLICE CIVILIAN	6-01-25-241-016	37267.61	1,482.75	0.00	38,750.36
POLICE DIVISION CLAS: CLASS II	6-01-25-241-015	12,580.00	0.00	0.00	12,580.00
Court Time		0.00	0.00	120.00	120.00
CROSSING GUARDS	6-01-25-241-012	5,899.02	0.00	0.00	5,899.02
TRAFFIC CONTROLLERS	6-01-25-241-012	4,998.50	0.00	0.00	4,998.50
Worker's Comp		0.00	0.00	464.10	464.10

EMERGENCY MANAGEMENT	6-01-25-252	21,858.68	637.62	0.00	22,496.30
Stipend		0.00	0.00	1,269.20	1,269.20

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	6-01-25-266	480,186.26	12,310.08	0.00	492,496.34
FIRE CIVILIAN	6-01-25-266-016	23,834.33	108.00	0.00	23,942.33
STREETS AND ROADS	6-01-26-291-011	16,336.39	0.00	0.00	16,336.39
Snow Removal	6-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	6-01-26-290	2,482.51	0.00	0.00	2,482.51
RECREATION SEASONAL EMP	6-0128370016	10,570.00	1,412.40	0.00	11,982.40
CENTRAL GARAGE	6-01-26-301	14,342.71	1,831.35	0.00	16,174.06
SANITATION	6-01-26-305	23,158.04	5,033.36	0.00	28,191.40
HUMAN SRVCS DIR OFFICE	6-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	6-01-27-332	18,976.50	490.92	0.00	19,467.42
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	6-01-27-336	15,793.02	0.00	0.00	15,793.02
RENT STABILIZATION	6-01-27-347	8,964.49	0.00	0.00	8,964.49
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
RECREATION	6-01-28-370	11,021.05	0.00	0.00	11,021.05
PARKS	6-01-28-375	11,303.92	1,754.26	0.00	13,058.18
PUBLIC PROPERTY	6-01-28-377	23,502.01	2,020.78	0.00	25,522.79
Worker's Comp		0.00	0.00	2,012.23	2,012.23
O & M TRUST	T-24-20-700-020	5,615.89	173.16	0.00	5,789.05
MUNICIPAL COURT	6-01-43-490	33,490.37	0.00	0.00	33,490.37
PARKING UTILITY	6-31-55-501-101	146,696.31	20,713.20	0.00	167,409.51
Worker's Comp		0.00	0.00	3,059.49	3,059.49
Stipend		0.00	0.00	200.00	200.00
Reimburse Road Inspection OT	6-31-55-501-104	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	T-0340000-037	0.00	3,361.97	0.00	3,361.97
TRUST - RECREATION ADULT PROG	T-03-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	1,922.99	0.00	1,922.99
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
OTHER:					
TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	1,929.25	755.79	0.00	2,685.04
IT DEPT	6-01-20-147-011	1,050.00	0.00	0.00	1,050.00
CULTURAL AFFAIRS	6-01-271-760-11	3,395.81	0.00	0.00	3,395.81
Summer Lunch Program	G-02-41-300-SF3	2,630.75	0.00	0.00	2,630.75
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	64,728.00	64,728.00
Drive Sober or Get Pulled Over Program	G-02-44-701-392	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement		0.00	0.00	0.00	0.00
Sick Incentive	6-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	6-01-36-479-000	0.00	0.00	0.00	0.00
HLTH INS EMP WAIV COMP	6-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	0.00	0.00	0.00
Taxi Inspections	6-31-55-501-103	0.00	0.00	0.00	0.00
GRAND TOTAL		1,643,809.38	75,204.73	82,441.96	1,801,456.07
					1,801,456.07

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER
 OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES
 OF THE CITY OF HOBOKEN, FOR THE PERIOD:

<u>28-Jul-16</u>	TO	<u>10-Aug-16</u>	Paydate	8/17/2016	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	6-01-20-105	10,347.94	277.09	0.00	10,625.03
MAYOR'S OFFICE	6-01-20-110	10,805.78	0.00	0.00	10,805.78
CITY COUNCIL	6-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	6-01-20-112	20,042.36	288.21	0.00	20,330.57
ABC BOARD	6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	6-01-20-114	7,671.51	0.00	0.00	7,671.51
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	23,578.98	717.21	0.00	24,296.19
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	22,710.07	670.44	0.00	23,380.51
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	9,532.05	1,615.68	0.00	11,147.73
ASSESSOR'S OFFICE	6-01-20-150	13,728.80	0.00	0.00	13,728.80
CORPORATE COUNSEL	6-01-20-155	9,546.70	0.00	0.00	9,546.70
COMMUNITY DEVELOPMENT	6-01-20-160	14,054.60	0.00	0.00	14,054.60
PLANNING BOARD	6-01-21-180	2,177.73	524.98	0.00	2,702.71
ZONING OFFICER	6-01-21-186	6,535.76	248.23	0.00	6,783.99
HOUSING INSPECTION	6-01-21-187	7,075.28	609.36	0.00	7,684.64
CONSTRUCTION CODE	6-01-22-195	22,989.65	654.00	0.00	23,643.65
POLICE DIVISION	6-01-25-241-011	497,927.57	22,129.86	0.00	520,057.43
Worker's Comp		0.00	0.00	4,178.51	4,178.51
POLICE CIVILIAN	6-01-25-241-016	36187.56	1,954.68	0.00	38,142.24
POLICE DIVISION CLASS II	6-01-25-241-015	12,080.00	0.00	0.00	12,080.00
Court Time		0.00	0.00	60.00	60.00
CROSSING GUARDS	6-01-25-241-012	4,847.10	0.00	0.00	4,847.10
TRAFFIC CONTROLLERS	6-01-25-241-012	4,930.12	0.00	0.00	4,930.12
Worker's Comp		0.00	0.00	464.10	464.10

EMERGENCY MANAGEMENT	6-01-25-252	20,588.68	393.96	0.00	20,982.64
Stipend		0.00	0.00	1,269.20	1,269.20

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	6-01-25-266	480,330.10	8,876.54	0.00	489,206.64
FIRE CIVILIAN	6-01-25-266-016	23,853.55	0.00	0.00	23,853.55
STREETS AND ROADS	6-01-26-291-011	16,353.15	0.00	0.00	16,353.15
Snow Removal	6-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	6-01-26-290	4,294.03	0.00	0.00	4,294.03
RECREATION SEASONAL EMP	6-0128370016	6,767.25	0.00	0.00	6,767.25
CENTRAL GARAGE	6-01-26-301	14,365.54	1,324.18	0.00	15,689.72
SANITATION	6-01-26-305	23,621.41	5,742.98	0.00	29,364.39
HUMAN SRVCS DIR OFFICE	6-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	6-01-27-332	22,073.24	0.00	0.00	22,073.24
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	6-01-27-336	14,755.00	0.00	0.00	14,755.00
RENT STABILIZATION	6-01-27-347	8,964.49	0.00	0.00	8,964.49
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
RECREATION	6-01-28-370	11,021.05	53.99	0.00	11,075.04
PARKS	6-01-28-375	10,889.68	1,245.90	0.00	12,135.58
PUBLIC PROPERTY	6-01-28-377	23,433.83	385.56	0.00	23,819.39
Retro Pay		0.00	0.00	112.50	112.50
Worker's Comp		0.00	0.00	2,012.23	2,012.23
O & M TRUST	T-24-20-700-020	5,615.89	201.96	0.00	5,817.85
MUNICIPAL COURT	6-01-43-490	34,338.98	0.00	0.00	34,338.98
PARKING UTILITY	6-31-55-501-101	147,629.79	14,008.41	0.00	161,638.20
Worker's Comp		0.00	0.00	2,678.24	2,678.24
Stipend		0.00	0.00	200.00	200.00
Reimburse Road Inspection OT	6-31-55-501-104	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	T-0340000-037	0.00	4,092.19	0.00	4,092.19
TRUST - RECREATION ADULT PROG	T-03-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	1,628.97	0.00	1,628.97
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER
 OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES
 OF THE CITY OF HOBOKEN, FOR THE PERIOD:

**Additional
Payroll**

<u>18-Aug-16</u>	TO	<u>18-Aug-16</u>		Paydate	8/18/2016
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	6-01-20-105	0.00	0.00	0.00	0.00
MAYOR'S OFFICE	6-01-20-110	0.00	0.00	0.00	0.00
CITY COUNCIL	6-01-20-111	0.00	0.00	0.00	0.00
BUS ADMINISTRATOR	6-01-20-112	0.00	0.00	0.00	0.00
ABC BOARD	6-01-20-113	0.00	0.00	0.00	0.00
PURCHASING	6-01-20-114	0.00	0.00	0.00	0.00
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	0.00	0.00	0.00	0.00
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	0.00	0.00	0.00	0.00
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	0.00	0.00	0.00	0.00
ASSESSOR'S OFFICE	6-01-20-150	0.00	0.00	0.00	0.00
CORPORATE COUNSEL	6-01-20-155	0.00	0.00	0.00	0.00
COMMUNITY DEVELOPMENT	6-01-20-160	0.00	0.00	0.00	0.00
PLANNING BOARD	6-01-21-180	0.00	0.00	0.00	0.00
ZONING OFFICER	6-01-21-186	0.00	0.00	0.00	0.00
HOUSING INSPECTION	6-01-21-187	0.00	0.00	0.00	0.00
CONSTRUCTION CODE	6-01-22-195	0.00	0.00	0.00	0.00
POLICE DIVISION	6-01-25-241-011	0.00	0.00	0.00	0.00
POLICE CIVILIAN	6-01-25-241-016	0.00	0.00	0.00	0.00
POLICE DIVISION CLAS: CLASS II	6-01-25-241-015	0.00	0.00	0.00	0.00
CROSSING GUARDS	6-01-25-241-012	0.00	0.00	0.00	0.00
EMERGENCY MANAGEMENT	6-01-25-252	0.00	608.76	0.00	608.76

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	6-01-25-266	0.00	0.00	0.00	0.00
FIRE CIVILIAN	6-01-25-266-016	0.00	0.00	0.00	0.00
Worker's Comp		0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
STREETS AND ROADS	6-01-26-291-011	0.00	125.03	0.00	125.03
-----	-----	-----	-----	-----	-----
Snow Removal	6-01-26-291-015	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
ENV SRVCS DIR OFFICE	6-01-26-290	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
RECREATION SEASONAL EMP	6-0128370016	706.25	0.00	0.00	706.25
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CENTRAL GARAGE	6-01-26-301	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
SANITATION	6-01-26-305	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
LICENSING DIVISION	6-31-55-501-101	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
HUMAN SRVCS DIR OFFICE	6-01-27-330	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
BOARD OF HEALTH	6-01-27-332	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
SENIOR CITIZENS	6-01-27-336	557.23	0.00	0.00	557.23
-----	-----	-----	-----	-----	-----
RENT STABILIZATION	6-01-27-347	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
RECREATION	6-01-28-370	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
PARKS	6-01-28-375	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
PUBLIC PROPERTY	6-01-28-377	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
O & M TRUST	T-24-20-700-020	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
MUNICIPAL COURT	6-01-43-490	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
PARKING UTILITY	6-31-55-501-101	479.74	0.00	0.00	479.74
Reimburse Road Inspection OT	6-31-55-501-104	0.00	0.00	0.00	0.00
Worker's Comp		0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
MUN COURT OVERTIME	T-0340000-037	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
TRUST - RECREATION ADULT PROG	T-03-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
-----	-----	-----	-----	-----	-----
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
OTHER:					
TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	0.00	0.00	0.00	0.00
Energy Strong Fund	T-03-04-000-049	0.00	0.00	0.00	0.00
CULTURAL AFFAIRS	6-01-271-760-11	0.00	0.00	0.00	0.00
Summer Lunch Program	G-02-41-300-SF3	476.00	0.00	0.00	476.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	0.00	0.00
Drive Sober or Get Pulled Over Program	G-02-44-701-392	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement		0.00	0.00	0.00	0.00
Sick Incentive	6-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	6-01-36-479-000	0.00	0.00	0.00	0.00
Group Life Insurance		0.00	0.00	0.00	0.00
HLTH INS EMP WAIV COMP	6-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	0.00	0.00	0.00
Taxi Inspections	6-31-55-501-103	0.00	0.00	0.00	0.00
		=====	=====	=====	=====
GRAND TOTAL		2,219.22	733.79	0.00	2,953.01
					2,953.01

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER
 OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES
 OF THE CITY OF HOBOKEN, FOR THE PERIOD:

<u>11-Aug-16</u>	TO	<u>24-Aug-16</u>	Paydate	8/31/2016	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	6-01-20-105	10,347.94	222.17	0.00	10,570.11
MAYOR'S OFFICE	6-01-20-110	10,805.78	0.00	0.00	10,805.78
CITY COUNCIL	6-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	6-01-20-112	20,042.36	358.02	0.00	20,400.38
ABC BOARD	6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	6-01-20-114	7,659.27	0.00	0.00	7,659.27
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	22,025.88	386.19	0.00	22,412.07
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	22,710.07	849.23	0.00	23,559.30
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	9,532.05	(28.16)	0.00	9,503.89
ASSESSOR'S OFFICE	6-01-20-150	13,728.80	16.70	0.00	13,745.50
CORPORATE COUNSEL	6-01-20-155	9,546.70	10.96	0.00	9,557.66
COMMUNITY DEVELOPMENT	6-01-20-160	14,054.60	0.00	0.00	14,054.60
PLANNING BOARD	6-01-21-180	2,177.73	198.33	0.00	2,376.06
ZONING OFFICER	6-01-21-186	6,535.76	0.00	0.00	6,535.76
HOUSING INSPECTION	6-01-21-187	7,075.28	0.00	0.00	7,075.28
CONSTRUCTION CODE	6-01-22-195	23,012.76	457.80	0.00	23,470.56
POLICE DIVISION	6-01-25-241-011	496,633.42	4,667.20	0.00	501,300.62
Retro Pay		0.00	0.00	4,133.92	4,133.92
Worker's Comp		0.00	0.00	5,732.59	5,732.59
POLICE CIVILIAN	6-01-25-241-016	36,187.56	2,194.92	0.00	38,382.48
POLICE DIVISION CLASS II	6-01-25-241-015	11,240.00	0.00	0.00	11,240.00
Court Time		0.00	0.00	120.00	120.00
CROSSING GUARDS	6-01-25-241-012	4,840.62	0.00	0.00	4,840.62
TRAFFIC CONTROLLERS	6-01-25-241-012	4,983.94	0.00	0.00	4,983.94
Worker's Comp		0.00	0.00	464.10	464.10

EMERGENCY MANAGEMENT	6-01-25-252	19,865.28	5,607.71	0.00	25,472.99
Stipend		0.00	0.00	1,961.50	1,961.50

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	6-01-25-266	480,330.10	5,906.91	0.00	486,237.01
FIRE CIVILIAN	6-01-25-266-016	23,872.79	0.00	0.00	23,872.79
STREETS AND ROADS	6-01-26-291-011	16,407.62	0.00	0.00	16,407.62
Snow Removal	6-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	6-01-26-290	2,482.51	0.00	0.00	2,482.51
Worker's Comp		0.00	0.00	1,585.08	1,585.08
RECREATION SEASONAL EMP	6-0128370016	2,699.00	0.00	0.00	2,699.00
CENTRAL GARAGE	6-01-26-301	14,365.54	1,576.19	0.00	15,941.73
SANITATION	6-01-26-305	23,911.78	6,219.93	0.00	30,131.71
HUMAN SRVCS DIR OFFICE	6-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	6-01-27-332	22,143.57	245.46	0.00	22,389.03
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	6-01-27-336	15,360.35	0.00	0.00	15,360.35
RENT STABILIZATION	6-01-27-347	8,964.49	196.56	0.00	9,161.05
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
RECREATION	6-01-28-370	11,021.05	0.00	0.00	11,021.05
PARKS	6-01-28-375	11,096.73	1,769.04	0.00	12,865.77
PUBLIC PROPERTY	6-01-28-377	23,618.85	695.86	0.00	24,314.71
Worker's Comp		0.00	0.00	2,012.23	2,012.23
O & M TRUST	T-24-20-700-020	5,649.08	51.96	0.00	5,701.04
MUNICIPAL COURT	6-01-43-490	34,338.98	0.00	0.00	34,338.98
PARKING UTILITY	6-31-55-501-101	148,880.69	15,343.72	0.00	164,224.41
Worker's Comp		0.00	0.00	2,678.24	2,678.24
Stipend		0.00	0.00	200.00	200.00
Reimburse Road Inspection OT	6-31-55-501-104	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	T-0340000-037	0.00	3,515.45	0.00	3,515.45
TRUST - RECREATION ADULT PROG	T-03-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

OTHER:

DEPARTMENT	ACCOUNT	REGULAR	O/T	OTHER	PAY
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TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	1,764.75	431.88	0.00	2,196.63
IT DEPT	6-01-20-147-011	1,050.00	0.00	0.00	1,050.00
CULTURAL AFFAIRS	6-01-271-760-11	3,040.81	0.00	0.00	3,040.81
Summer Lunch Program	G-02-41-300-SF3	2,558.50	0.00	0.00	2,558.50
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	88,582.50	88,582.50
Drive Sober or Get Pulled Over Program	G-02-44-701-392	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement	6-01-25-241-019	0.00	0.00	0.00	0.00
Sick Incentive	6-01-36-479-000	0.00	0.00	0.00	0.00
Terminal Leave	6-01-30-400-WVR	0.00	0.00	0.00	0.00
HLTH INS EMP WAIV COMP	G-02-41-200-DD9	0.00	0.00	0.00	0.00
D,D,E,F Grant	6-31-55-501-103	0.00	0.00	0.00	0.00
Taxi Inspections					
GRAND TOTAL		1,622,838.32	50,894.03	107,627.08	1,781,359.43

1,781,359.43

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

To: The Honorable Mayor and
Council Members of the
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month
of JULY , 2016

Receipts on Taxes

2016 Taxes 3-4 Quarters...	11,443,537.41	
Minus Bad Check...	9,936.15	
2016 Taxes 1-2 Quarters...	137,475.63	
Minus Bad Check.....	4,146.69	
Total 2016 Tax Receipts...		11,566,930.20

Receipts on Taxes

2017 Taxes 1 - 2 Quarters....	138,355.48	
Total 2017 Tax Receipts....		138,355.48

Receipts on Taxes

2015 3-4 Quarters...	253.33	
Total 2015 Tax Receipts...		253.33

Miscellaneous Tax Receipts

Interest on Taxes...	4,504.74	
Minus B ounced Check...	420.89	
Duplicate Bill Fee...	5.00	
Bounced Check Fee...	20.00	
Total Miscellaneous Tax Receipts		4,108.85

Pilot Accts

Pilot Principal.....	1,792,963.99	
Total Collected on Pilot Accts.....		1,792,963.99

Total Taxes & Miscellaneous Tax Receipts.... **13,502,611.85**

Bounced Checks

	Amount
213/10/coa	4,567.58
2551/c0203	5,008.80
30/19	3,567.11
37/18/CD2R	<u>1,360.24</u>
	14,503.73

Respectfully yours,


Sharon Curran, Tax Collector

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
 Print Miscellaneous w/Block/Lot/Qual: N Print Only Miscellaneous w/Block/Lot/Qual: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2015	2016	2017		
001 TAX-Billing	4441	0.00	253.33	11,576,837.18	138,355.48	4,371.13	11,719,817.12
082 IN LIEU OF TAXES	12	0.00	0.00	1,792,963.99	0.00	0.00	1,792,963.99
SUB SUBSEQUENT TAX	6	0.00	0.00	4,175.86	0.00	133.61	4,309.47
Tax Payments	4459	0.00	253.33	13,373,977.03	138,355.48	4,504.74	13,517,090.58
00L OUTSIDE REDEEM	22	68,180.67	0.00	0.00	0.00	12,072.03	80,252.70
FEE	5	1,434.31	0.00	0.00	0.00	0.00	1,434.31
Lien Payments	27	69,614.98	0.00	0.00	0.00	12,072.03	81,687.01
005 BOUNCED CHECK FEE	1	20.00	0.00	0.00	0.00	0.00	20.00
012 DUPLICATE BILLS	1	5.00	0.00	0.00	0.00	0.00	5.00
Misc Payments	2	25.00	0.00	0.00	0.00	0.00	25.00
NSF BOUNCED CHECK	5	0.00	0.00	14,082.84-	0.00	420.89-	14,503.73-
Tax NSF	5	0.00	0.00	14,082.84-	0.00	420.89-	14,503.73-
Payments Total:	4488	69,639.98	253.33	13,373,977.03	138,355.48	16,576.77	13,598,802.59
NSF Reversals Total:	5	0.00	0.00	14,082.84-	0.00	420.89-	14,503.73-
Total:	4493	69,639.98	253.33	13,359,894.19	138,355.48	16,155.88	13,584,298.86

Total Cash: 22,942.48

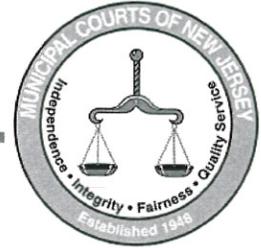
Total Check: 13,458,779.44

Total Credit: 102,576.94

REDEMPTIONS FOR THE MONTH OF JULY, 2016							
Date Redeemed	Block	Lot	Qual.	Certificate#	Address	Redemption Amount	Premium Amount
7/11/2016	33	9	C000D	13-00021	119 Clinton St	1,214.31	
7/11/2016	251	16.02	C0002I	16-00089	155 Fourteenth St.	1,888.43	5,200.00
7/27/2016	104	1.01	C00R4	16-00050	1100 Adams St.	2,678.30	1,400.00
7/28/2016	207	18		14-00155	845 Bloomfield St.	75,507.00	60,000.00
7/29/2016	60	5		16-00028	409 Jefferson St.	398.97	1,000.00
Total						81,687.01	67,600.00



MUNICIPAL COURT OF HOBOKEN
Hudson County



100 Newark Street
Hoboken, NJ 07030
Phone: 201-420-2120 • Fax: 201-420-2138

Honorable Judge
Michael A. Mongiello, CJMC

Court Administrator
Kerri Azzoline

Honorable Judge
Cataldo F. Fazio, JMC

Tuesday, August 09, 2016

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 1327 IN THE AMOUNT OF \$411,408.57 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF July, 2016 ATS/ACS SYSTEM.

VERY TRULY YOURS,

KERRI AZZOLINE,

COURT ADMINISTRATOR

Cc: QUENTIN WIEST, BUSINESS ADMINISTRATOR

RECEIVED
2016 AUG -9 AM 10:07
CITY CLERK
HOBOKEN, NJ 07030

1347

CITY OF HOBOKEN

MUNICIPAL COURT GENERAL ACCOUNT
94 WASHINGTON STREET
HOBOKEN, NJ 07030

DATE 08/08/16

55-7203-2212

PAY TO THE ORDER OF Treasurer, City of Hoboken

\$ 411,408.57

Four hundred eleven thousand, four hundred eight & 57/100's ----- DOLLARS



Clifton Office • Clifton, NJ 07011
Investors 24 Hour Service: 1-888-444-4466 • myinvestorsbank.com

Tay Brook

FOR Fines, Costs, etc 7/16

[Signature]

MP

⑈001347⑈ ⑆221272031⑆ 639906408⑈

COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT
AND
RECORD OF DEPOSITS WITH TREASURER

Report for the Month of July

To: Mr. George De Stefano, Treasurer:

I certify that the following collections were made by the court for the month indicated and that records of these collections are available in the court.

Municipal Court Director

Attached is our Check No. 1347 for collections of Fines and Costs of Court. Included therein are collections from the Violations Bureau for the month of July, 2016, in the amount of \$411,408.57

TOTAL FINES & COSTS:	\$ <u>411,408.57</u>	CHECK NO. <u>1347</u>
PUBLIC DEFENDER	\$ _____	CHECK NO. _____
POAA	\$ <u>6,516.00</u>	CHECK NO. <u>1348</u>
SPECIAL COLLECTIONS	\$ <u>185,774.43</u>	
TOTAL COLLECTIONS	\$ <u>603,699.00</u>	

I hereby certify that on _____, with the City Treasurer the amount indicated above.

the Hoboken Municipal Court deposited

CITY TREASURER

ASSISTANT CITY TREASURER

SPONSORED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO.:** ____

RESOLUTION AUTHORIZING EXECUTION OF RECOVERY AGREEMENT BETWEEN THE HOBOKEN HOUSING AUTHORITY, THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND THE CITY OF HOBOKEN

WHEREAS, under the United States Housing Act of 1937, as amended, ("Act"), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development ("HUD") is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract ("ACC") with the Hoboken Housing Authority (HHA) to develop and operate public housing projects of the HHA; and,

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System ("PHAS"); and,

WHEREAS, on the basis of an annual PHAS score, the HHA has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and,

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and,

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and,

WHEREAS, a Recovery Agreement ("Agreement") has been prepared, which would allow HUD to correct any identified deficiencies, and which acknowledges that the City of Hoboken has no statutory oversight authority over the HHA or its Executive Director; and,

WHEREAS, the Agreement acknowledges that with the exception of selecting some Commissioners to fill vacancies, the City of Hoboken is not provided statutory or legal authority to monitor, control, govern or manage the operations of the Housing Authority, that the Housing Authority is an independent entity; and,

WHEREAS, pursuant to the Recovery Agreement, the City shall make reasonable efforts within its limited statutory authority to advocate to the HHA Commissioners and the Executive Director for full performance of HHA's responsibilities under the Recovery Agreement, but that said reasonable efforts shall be the City's sole obligation under the Agreement; and,

WHEREAS, pursuant to the Agreement, all other rights and obligations under the Agreement are the exclusive responsibility of the HHA and HUD, and therefore the City of Hoboken shall be indemnified, defended, and held harmless by the other parties hereto from any and all claims made against the City of Hoboken arising out of or in connection with the Agreement; and,

WHEREAS, the Governing Body has further determined that it is in the best interest of the City of Hoboken to execute the Recovery Agreement attached to this Resolution.

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

1. The City Council hereby authorizes the Mayor to execute the Recovery Agreement between the Hoboken Housing Authority and the United States Department of Housing and Urban Development and the City of Hoboken and Hoboken Housing Authority in the form attached hereto.
2. This Resolution shall take effect immediately.

Meeting date: September 7, 2016

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

APPROVED:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Recovery Agreement between
Hoboken Housing Authority
And
the United States Department of Housing and Urban Development
And
City of Hoboken and Hoboken HA (HHA)

This Recovery Agreement is entered into between the Hoboken Housing Authority, the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") and the City of Hoboken as of this _____ day of _____, 2016.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, ("Act"), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development ("HUD") is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract ("ACC") with the Hoboken Housing Authority (HHA) to develop and operate public housing projects of the HHA; and

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System ("PHAS"); and

WHEREAS, on the basis of an annual PHAS score, the HHA has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this Recovery Agreement, ("Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD, the HHA and the City of A Hoboken agree as follows:

- I. The HHA agrees to achieve the outcomes outlined in the Action Plan and incorporated into this Agreement as Exhibit A.
- II. The HHA and the City of Hoboken agree to work together to develop and implement a Sustainability Plan if necessary to achieve recovery. The City's responsibilities in this regard are limited those outlined in paragraph XXVI below.

- III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.
- IV. Upon execution of the Agreement, the HHA will commence with the required actions listed in the Plan within the timeframes set forth therein.
- V. The HHA will cure identified deficiencies within the timeframes established in the Action Plan.
- VI. Subject to section XII, regardless of possible changes in the HHA's Board composition, or the decision-making individuals for HUD or the City of Hoboken, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the HHA has completed all items listed in the Plan, even if HUD removes the HHA's troubled/substandard designation.
- VII. HUD, in its discretion, may provide technical assistance, including training or contract support, to the HHA to facilitate accomplishment of the items in the Action Plan. The HHA's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.
- VIII. The HHA shall provide HUD with written progress reports as identified in the Action Plan. The report shall detail the HHA's progress towards the completion of the items required by the Action Plan. The reports shall identify those items that have been completed and provide any necessary documentation to support this determination.
- IX. HUD will review the Action Plan progress reports submitted by the HHA and supporting documentation. HUD will confirm in writing to the HHA the items that HUD determines to have been successfully completed, those that require additional documentation and those that are past due.
- X. If the HHA disagrees with HUD's determination concerning the completion of any item, the HHA may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the HHA with a written notice of its decision.
- XI. The failure of the HHA, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon outcomes or to take the actions or comply with the time frame set forth in the Action Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:

- a. Consolidation;
 - b. Consortia/Joint Venture;
 - c. Contraction of Operational Activities;
 - d. Cooperative Endeavor Agreement;
 - e. Debarment;
 - f. Deliver possession and control of project(s) to HUD;
 - g. Limited Denial of Participation;
 - h. Receivership; and/or
 - i. Suspension.
- XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the HHA as set forth in this section of the Agreement for noncompliance with original timeframes.
- XIII. Communication related to the Recovery Agreement and Action Plan shall be provided to the Public Housing Director and the HUD Recovery Team leader, if applicable.
- XIV. HUD, the HHA and their employees, subcontractors, partners or assigns, and the City of Hoboken shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.
- XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.
- XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.

- XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.
- XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- XIX. To the extent authorized by the Act and HUD regulations, HUD can unilaterally amend this Agreement as it relates to the duties and responsibilities of the HHA hereunder. However, with regard to the duties and responsibilities of the City, or with regard to desired changes not authorized by the Act and HUD regulations, this Agreement may only be amended by mutual agreement of the parties.
- XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.
- XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the HHA, or in any way excuse the HHA from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD or the HHA's right to take any remedial action allowed by the Agreement.

XXIII The parties agree that any cost associated with the implementation of this Agreement, the

Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.

XXIV. Pursuant to the provisions of the Local Housing Authorities Law of the State of New Jersey, and amendments thereto, the City of Hoboken established the "Housing Authority of the City of Hoboken" a body corporate and politic, by passing an ordinance approving §38-1 of the City of Hoboken Code (40A-12A-17 and City of Hoboken Code §38-1). There are seven members, known as "Commissioners," of the Housing Authority of the City of Hoboken, who serve a term of five years and until their respective successors have been appointed and qualified. Five Commissioners are appointed by the City Council, one Commissioner by the Mayor and one Commissioner by the New Jersey Commissioner of Community Affairs (N.J.S.A. 40A:12A-17 and City of Hoboken Code § 38-2). The parties hereto acknowledge that the City of Hoboken has no statutory oversight authority over the HHA or its Executive Director. With the exception of selecting some Commissioners to fill vacancies, the City of Hoboken is not provided statutory or legal authority to monitor, control, govern or manage the operations of the Housing Authority. The Housing Authority is an independent entity, given broad powers to exercise all those public and essential governmental functions necessary to perform its statutory functions (N.J.S.A. 40A:12-22). As a signatory of this Agreement, the City of Hoboken acknowledges its full support for the recovery agreement and the responsibilities of the HHA to comply therewith. The City shall make all reasonable efforts within its limited statutory authority to advocate to the HHA Commissioners and the Executive Director for full performance of the HHA's responsibilities under this Agreement. The foregoing represents the sole obligation of the City of Hoboken under this Agreement. All other rights and obligations under this Agreement are exclusively the responsibility of the HHA and HUD, and the City of Hoboken shall be indemnified, defended and held harmless by the other parties hereto from any and all claims made against the City of Hoboken arising out of or in connection with this Agreement.

SIGNATURE PAGE NEXT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

By: _____
Balu Thumar
Acting Public Housing Director
Newark Field Office

Hoboken Housing Authority ATTEST:
BY ITS BOARD OF COMMISSIONERS

By: _____
Ms. Dana Wefer Board Chairwoman
Hoboken Housing Authority

By: _____
Mr. Marc Recko,
Executive Director
Hoboken Housing Authority

By: _____
Dawn Zimmer
Mayor
City of Hoboken, New Jersey

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Governance								
G1	The Board needs a standardized information packet.	Clear Understanding of Key Indicators and Policies			October-16		Develop and publish a Standardized B.O.C. Monthly Report to include occupancy rate, vacancy turn around times, eviction statistics, PIC compliance rate, current organizational charts, and work order statistics.	
G2	Commissioners Training	Enhance Board knowledge of required Board Policy and Procedure			a. July-16 b thru d. September-2016/ Ongoing.All Board members complete LTW by August 2017.		a. Hold HUD Board training on 7/26/16 b. Each Board member engage in HUD's "Lead the Way" (LTW) video series. c. Hold one Commissioner training yearly. d. Attend available Commissioner trainings (PHADA/NAHRO).	
G3	Set clear performance objectives for ED based upon this Action Plan	A clear communication of and expectation between the Board and ED			a. October-16 b. December-16		a. Define ED performance objectives to include PHARS Milestones. b. Set performance objectives for the ED at the ED Annual Review.	
G4	Performance Evaluations for Staff to address poor performance	Current and regular employee reviews are performed.			August-2016 /ongoing		ED to complete initial staff performance evaluations and continue yearly before Beginning of Fiscal Year	
G5	Initiate an Asset Management staffing and organizational plan.	Bring HHA into compliance with the HUD required Asset Management model with Project Based Management.			a. Ongoing to May-17 b. May-17 c. July-17		a. Staff training and plan development b. Staffing chart, full plan to be submitted to HUD for review. c. Fully institute Project Based Management b. July 2017	
G6	The HHA is not incrementally improving its properties under an overall plan.	Produce a credible five year capital improvement plan			a. August - 2017 b. August - 2017		a. ED to obtain a PNA for HHA. b. ED to publish Capital Improvement Plan.	
Area: Physical								
P1	An overall Capital Needs Plan needs to be put into place.	Produce a Modernization plan that includes capital funds and outside funding opportunities.			a. August - 2017 b. August - 2017 c. May 2017/ongoing		a. ED to obtain a PNA for HHA. b. ED to publish Capital Improvement Plan for integration into FYE2018 5 year Action Plan. c. Strive to secure NJHFMA funding	
P2	Maintenance Accountability	Maintenance needs to be well organized and held accountable for ongoing property conditions			a. August-16 b. August-16 c. October-16 d. Sptmbr-16/May-17 e. January-18 f. July-17 g. November-17		a. Revise Organizational Chart b. Hire a Director of Maintenance c. Institute work order spot checks d. Institute Preventative Maintenance e. Institute new computer generated Work Order System (See F6 in Financial below) f. Institute Project Based Management(see G5 above) g. Improved REAC Scores	
P3	Unit turnover is not efficient leading to a low Occupancy Rate	A 98% or above occupancy Rate.	12	70+	a. August - 2016 b. December-2016 c. May - 2017		a. Initiate HHA Turnover Team Meetings b. Train staff on turnover methodology. c. Revise Tenant Selection/ACOP Policy	
			95%	98%				

Hoboken Housing Authority
PHARS Action Plan
Attachment A

P4	Comprehensive Modernization for All Sites	The non-elderly inventory be brought to acceptable standards.			a. March-2017		a. ED to obtain a PNA for HHA.
					b. May-2017		b. Perform a RAD feasibility study
					c. June 2017		c. Submit RAD application if feasible
P5	Review Energy Audit/EPC Options	Increase operating income and improve by use of energy savings techniques.			a. by October 2016		a. Board evaluation of EPC Options
					b. May-2017		c. Initiate EPC if feasible
P6	HHA must increase its physical REAC Scores passing grade	Obtain a passing grade at all AMPS on the REAC inspection			a. September 2016		a. Provide REAC Training to staff
					b. January 2017		b. Institute maintenance changes and
							improvements referenced herein
							c. Improve REAC Scores
			12	70+	c. REAC Inspection 2017		c. Pass REAC Inspections
			70+	80+	c. REAC Inspection 2018		

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Financial								
F1	Review Energy Audit/EPC Options	Increase operating income and improve by use of energy savings techniques.			a. August/November 2016 b. May-2017		a. Board evaluation of EPC Options c. Initiate EPC if feasible	
F2	Prohibition of Washers/Dryers in units	Reduce unit and infrastructure damage by prohibiting washers and Dryers in individual units not designed for them			a.October-16 b. November-16 c.January-17		a. Bring to Resident Services Committee b. Bring to full Board/Residents c. Implement Policy	
F3	Maintenance Staff Costs	Reduce operating costs, overhead, and future incumberances through work outsourcing			a. April 2017 b. June 2017/Ongoing c. June 2018/Ongoing		a. Develop an outsourcing plan by identifying possible opportunity b. Outsource Maintenance Work when possible - ongoing c. Reduce maintenance staff through attrition as possible - ongoing	
F4	Improve the financial performance of the AMPS by appropriate transfer of funds between AMPS as appropriate	A healthy fund balance on all AMPS.			November 2016 and ongoing afterwards		Review and adjust as end of Fiscal Year Approaches	
F5	HHA must have an ongoing internal control procedure for Finance	Verifiable and trackable internal controls are put in place for the Finance Department.			a. December-2016		a. Commission Fee Accountant to produce internal control recommendations	
F6	The HHA software program is inadequate	Supply a software system that fully integrates functional areas of operation and streamlines operations.			a. September 2017 b. January 2018		a. Publish RFQ for software companies b. Begin software transition for Fiscal Operations	
F7	Improve Quick Ratio (Cash and Receivables over Liabilities)	Improve liquidity - the ability to cover current liabilities	7.2	12	Jul-18		a. Implement HUD mandated flat-rent to increase cash flow	
F8	Improve MENAR (Months Expendable Net Assets Ratio)	Increase number of months that Operating expenses can be paid using unrestricted resources	6.6	11	Jul-18		Increase Reserve Levels sufficient to cover several months Operating costs.	
F9	Improve DSCR (Debt Service Coverage Ratio)	Increase income from operations to meet annual principle and interest payments on long term debt.	1	2	Jul-18			

Hoboken Housing Authority
PHARS Action Plan
Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Occupancy								
O1	HHA lacks a clear organizational structure and has not properly implemented Asset Management under HUD guidelines.	Create a clear organizational structure and implement Asset Management/Project Based Management.			a. September-2016 b. September-2016		a. Complete first stage reorganization b. Hire Management Director and fill vacant staff positions	
					c. September-2016 d. June-2017		c. Appoint Manager for Harrison Gardens d. Institute asset management/project based management model	
O2	HHA needs standardized vacancy turnover reports, responsibilities, and procedures.	Accurate tracking of vacancy processes leading to a high occupancy rate			a. October-2016		a. Publish a monthly vacancy report to include unit turnover and Occupancy rate information for tracking.	
					b. Starting August- 2016		b. Hold bi-weekly Vacancy status Team Meeting with key staff.	
					c. August-2017		c. Revamp turnover procedure in light of Asset Management System.	
O3	HHA does not always hold maintenance personnel accountable for performance and quality of work.	An implemented system that adequately tracks maintenance performance and evaluates the property condition			a. September 2016 b. September 2016 c. October 2016 d. October 2016 e. December-2016/ongoing		a. Revise Organizational Chart b. Hire a Director of Maintenance c. Institute monthly work order report d. Institute work order spot checks e. Provide Management/Maintenance training to key staff	
					f. June 2017		e. Institute Asset Management	
O4	The HHA transfer policy is not evenly implemented				a. April 2017 b. June-2017		a.Revise transfer Policy as part of ACOP b. Implement the new transfer policy	
O5	HHA has an abundance of units utilized for purposes other than housing				February-17		Produce and review policies on use of dwelling units for other uses	
O6	HHA has not properly instituted HUD's Community Service Program	A fully functioning Community Service Program			April-17		Review Community Service guidelines with staff and institute new program	

Hoboken Housing Authority
 PHARS Action Plan
 Attachment A

Item Number	Results and Determinations from Assessment	Desired Outcomes	Statutory Measurement		Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
			Baseline Data and	Required PHAS Score				
Area: Housing Choice Voucher								
H1	Implement a HCV Leasing Plan	Fully implement all opportunities to lease under the HCV Program			Oct-16		Publish a Leasing Plan	
H2	Field Office confirmation of SEMAP certification				March/April 2016		Field Office on site visit completed and ongoing quarterly Reporting	
H3	Rental Integrity Monitoring by HUD	Confirmation by HUD of HHA SEMAP information			March/April 2016		HUD Review Completed	
H4	Exception Rents review by HUD	Review by HUD of HHA exception Rents			March/April 2016		HUD review completed.	
H5	Tech Assistance on Exception Rents HUD	HUD provision of tech assistance on exception rents			March/April 2016		HUD tech assistance given	

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH
PSE&G FOR THE PURCHASE AND INSTALLATION OF 26 STREET
LAMPS IN AND AROUND SOUTHWEST PARK**

WHEREAS, the City of Hoboken participates in the “Dawn to Dusk” program whereby PSE&G maintains streetlamps on behalf of the City; and,

WHEREAS, the City of Hoboken wishes to install 26 new streetlamps in and around Southwest Park (Block 12) for the health, safety and welfare of park visitors and residents alike; and,

WHEREAS, Starr Whitehouse issued the attached Site Lighting Plan on February 1, 2016, for the area; and,

WHEREAS, the City of Hoboken solicited the attached cost proposal from PSE&G to install said lights; and,

WHEREAS, N.J.S.A. 40A:11-5(1)(f), creates an exception to the public bidding requirement for the supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities or the Federal Energy Regulatory Commission or its successor; and,

WHEREAS, PSE&G is a utility company regulated by the New Jersey Board of Public Utilities and thus subject to the public bidding exemption under N.J.S.A. 40A:11-5(1)(f).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract with Hudson County is hereby awarded for an amount not to exceed Eighty Seven Thousand Dollars Eight Hundred and Sixty Nine Dollars and Eighty Nine Cents (\$87,869.89) for the purchase and installation of 26 street lamps in accordance with the proposal submitted by PSE&G.

Meeting date: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

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				

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH PSE&G FOR THE PURCHASE AND INSTALLATION OF 26 STREET LAMPS IN AND AROUND SOUTHWEST PARK

AMOUNT TO BE CERTIFIED:

\$87,869.89

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$87,869.89 is available in the following appropriation: _____; 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

OWNER:

CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, NJ 07030
TEL: 201.420.2059

**CIVIL, TRAFFIC, ENVIRONMENTAL,
GEOTECHNICAL, ARCHAEOLOGICAL, AND
STRUCTURAL ENGINEER:**

LANGAN ENGINEERING
619 RIVER DRIVE CENTER 1
ELMWOOD PARK, NJ 07407-1338

TEL: (201) 794-6900

ELECTRICAL AND PLUMBING ENGINEER:

DAGHER ENGINEERING
29 BROADWAY
NEW YORK, NY 10006

TEL: (212) 480-2591

HARRISON STREET
ONE WAY TRAFFIC

PREFABRICATED RESTROOM - SEE PORTLAND
LOO SPECIFICATIONS FOR LIGHTING REQUIREMENTS

PRIVATE RESIDENCE

(2) L4 MOUNTED TO
UTILITY STRUCTURE EXTERIOR
SEE ELECTRICAL DWGS FOR
UTILITY STRUCTURE INTERIOR
LIGHTING

PRIVATE COMMERCIAL

PRIVATE RESIDENCE

SECURITY CAMERA ON POLE - BY OTHERS.
SEE ELECTRICAL DWGS.

LIGHTING NOTES

1. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS BEFORE COMMENCING ANY INSTALLATION. ANY DISCREPANCIES BETWEEN INFORMATION SHOWN ON THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IN WRITING, PRIOR TO COMMENCING WORK.
2. SEE L-101 FOR LAYOUT PLAN. NO CHANGES SHALL BE MADE TO THE DESIGN OR LAYOUT WITHOUT THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT. LAYOUT THE WORK AS SHOWN ON THE PLANS. WRITTEN DIMENSIONS SHALL GOVERN. DO NOT SCALE DISTANCES.
3. SEE ELECTRICAL DRAWINGS FOR LAYOUT OF WIRING AND CONDUIT.
4. UTILITY STRUCTURE - SEE PLAN SET AND SCOPE OF SUPPLY AND DESIGN SUBMITTAL IN SPECIFICATIONS. FOR ELECTRICAL REQUIREMENTS, SEE ELECTRICAL DWGS. FOR PLUMBING REQUIREMENTS, SEE PLUMBING DWGS.

LIGHTING SCHEDULE							
ABV.	MANUFACTURER - OR APPROVED EQUAL	LAMP	ACCESSORIES	WATT	TEMP	QTY	NOTES
⊕	L1	COOPER EPIC MODERN MEDIUM	TO BE SELECTED BY ARCHITECT	75	3000	26	TO BE PROVIDED BY PSE&G, COLOR RAL 7022
⊕	L2	ERCO LIGHTING INC BEAMER PROJECTOR	SNOOTS, 34953 POLE ATTACHMENTS	48	3000	5	ERCO# 34416.023 POLE MOUNTED, GRAPHIT FINISH
⊕	L3	ERCO LIGHTING INC BEAMER PROJECTOR	SNOOTS, 34953 POLE ATTACHMENTS	36	3000	8	ERCO# 34408.023 POLE MOUNTED, GRAPHIT FINISH
⊕	L4	ERCO LIGHTING INC BEAMER PROJECTOR	MOUNTING PLATE	36	3000	3	ERCO# 34408.023 SURFACE MOUNTED, GRAPHIT FINISH

POLE SCHEDULE							
ABV.	MANUFACTURER - OR APPROVED EQUAL	MODEL	ACCESSORIES	HEIGHT	QTY	NOTES	
⊕	P1	PHILIPS HADCO	CONTEMPO	RECEPTACLE	14 FT	27	COLOR RAL 7022
⊕	P2	TECHNILUM	STRUCTURE K200 AND K160 MAST	SECURITY CAMERA SUPPORT, MAST HEAD, BASE PLATE, ACCESS DOOR	25 FT	2	COLOR RAL 7022

PSEG LIGHT POLE

FLOOD LIGHT

ADD ONE SPOT LIGHT TO THIS POLE TO ILLUMINATE THE AREA

PSEG WILL NOT INSTALL A LIGHT POLE IN THIS LOCATION BECAUSE THEY CANNOT ACCESS IT WITH A TRUCK FOR MAINTENANCE. THEY WILL NOT BE ABLE TO CROSS THE BRIDGES WITH THE TRUCK AND WILL NOT USE A LADDER. WE RECOMMEND ELIMINATING THIS LIGHT POLE AND ADDING ONE SPOT LIGHT TO THE 25 FOOT POLE TO ILLUMINATE THIS AREA.

AREA TO BE ILLUMINATED BY LIGHT POLE

(2) L2
(4) L3
P2

(1) L4 MOUNTED TO
UTILITY STRUCTURE
EXTERIOR

L1 / P1 TYP.
(1 OF 27)

OBSERVER HIGHWAY
TWO WAY TRAFFIC

JACKSON STREET
ONE WAY TRAFFIC

PATERSON AVENUE
TWO WAY TRAFFIC

1 SITE LIGHTING PLAN

SCALE: 1"=20'-0"

- ⊕ SECURITY CAMERA ON POLE - BY OTHERS
- EXISTING UTILITY POLE TO BE MAINTAINED AND PROTECTED
- ⊕ EXISTING TRAFFIC SIGNAL POLE TO BE MAINTAINED AND PROTECTED
- ⊕ EXISTING STREET LIGHT TO BE MAINTAINED AND PROTECTED
- ⊕ MH EXISTING MANHOLE
- ⊕ PROPOSED AREA DRAIN
- PROPERTY LINE
- CONTRACT LIMIT LINE



PROFESSIONAL SEAL



REVISIONS

NO.	DATE	DESCRIPTION
1	12/17/2014	SCHEMATIC DESIGN
2	01/30/2015	DESIGN DEVELOPMENT
3	03/30/2015	90% CD PRICING SET
4	09/11/2015	100% CDS
5	02/01/2016	BID SET

SHEET TITLE

SITE LIGHTING PLAN

DRAWN BY	WA
CHECKED BY	WA
CONTRACT NO.	16-03
ISSUE DATE	02/01/2016
SCALE	1"=20'-0"
SHEET NO.	

FILE: P101 - Project: Hoboken 2014 Project: 14021110 Hoboken_Site Lighting Plan - 12:02 PM Tuesday, January 05, 2016 BY: WENDEY

Estimated Cost Summary

Outdoor Lighting

Project Name: City of Hoboken - Block 12 Park

Contract Account # 6977013907

Customer Name City of Hoboken Parks Department

For Service at Address: Paterson Ave, Hoboken NJ

CostType	Product	Qty	Amount
Install	Pole	26	\$11.96
	Luminaire	26	\$651.82
Monthly Install Totals		52	\$663.78
Upfront	Cost of Construction	1	\$26,512.23
	Pole	26	\$48,528.74
	Foundation Credit	26	(\$9,390.68)
	Bracket	26	\$22,219.60
Upfront Totals		79	\$87,869.89

This is Not an Invoice



Public Service Electric and Gas Company - Request for Lighting Service

Project Name:
Project Status
Presented Date:

Customer Name:
BP#
Contract Account #

Service Address:
Effective Date:
Service Date:

Contact Name:
Contract Term:
Distribution:

Office Tel:
Cell Phone:
E-Mail:
Fax:

OfficeRecord

Purchase Order #

STANDARD		SPECIAL					
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #	
5002448441	4004066546	4004066547	6335223	500610676	999999999	500609956	

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or	Free Pole	Pole Pre-paid	Secon Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remov Rate	Upfrnt Rate	Access Produc t Qty	Access Produc t Code	Access Upfrnt Rate	Found Credit Qty	Found Credit Amt	ID
Bracket	26	EX050235LB	BPL_NC	New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	0.00	0.00	854.60			0.00		0.00	2679
Luminai	26	EX050500BL	BPL	New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	25.07		0.00			0.00		0.00	2512
Pole	26	EX044071LP	BPL_NC	New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	0.46	0.00	1,866.49			0.00	26	361.18	2680

Rates and Costs Summary

		Grand Total One Time Upfront Cost		One-Time Cost Totals	
		\$87,869.89			
Installs: Monthly Service Charge Totals		Removes: Monthly Service Charge Totals		Cost for Construction (CIAC)	\$26,512.23
Luminaire Mth Svc Charge Total	\$651.82	Luminaire Mth Service Charge Total	\$0.00	Foundation Credit Total	\$9,390.68
Pole Mthly Service Charge Total	\$11.96	Pole Mthly Service Charge Total	\$0.00	Pole Upfront Cost Total	\$48,528.74
Bracket Mthly Serv Chrg Total	\$0.00	Bracket Mthly Service Charge Total	\$0.00	Bracket Upfront Cost Total	\$22,219.60
Mthly Service Charge Totals	\$663.78	Mthly Service Charge Totals	\$0.00	Accessory Upfront Cost Total	\$0.00
				Lumin Upfront Cost Total	\$0.00

Comments

Date:
Phone No:
Print Signatory Name/Title:

PSEG Representative
***Customer Signature:**

***In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.**

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 -SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a – TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191

BPL-POF: Original sheet No. 199-200

PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal" , constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 – CANCELTION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AMENDING HOBOKEN CITY COUNCIL RESOLUTION
T1 DATED JULY 6, 2016**

WHEREAS, Resolution no. T1 was approved on July 6, 2016 authorizing the inclusion of waivers of all no parking sign fees, road opening permit fees, and sidewalk permit fees as well as authority to extend the construction times of City code section 133-9C for bid no. 16-09, the Washington Street Redesign Project, which is attached hereto; and,

WHEREAS, it has been determined that certain amendments to the terms of Resolution No. T1 are necessary to prohibit the storage of equipment and materials on Washington Street over the weekends from November 23, 2016 - January 15, 2017, in order to account for increased patronage of bars and restaurants in the City during the Holiday Season; and,

WHEREAS, it has been determined that certain other amendments to the terms of Resolution No. T1 are necessary to allow additional staging and storage of material and equipment.

NOW, THEREFORE, BE IT RESOLVED, that during the period November 23, 2016 through January 15, 2017, all staging of the project is to be done on Monday starting at 6:30 a.m., with storing of not more than four (4) days' worth of equipment on the project site starting Monday at 6:30 a.m. and ending Friday at 8:00 p.m.; and there shall be no staging or storage along with the removal of the work zone traffic control devices from Friday at 8:00 p.m. through Monday at 6:30 a.m.; and,

BE IT FURTHER RESOLVED, that except as indicated above, the staging and storage of material and equipment being properly secured within the designated work zones with fencing and other safety measures is allowed both during working hours and non-working hours as stipulated in the contract documents; and,

BE IT FURTHER RESOLVED, except as provided herein, the reminder of the provisions of Resolution No. T1 dated July 6, 2016 shall remain unchanged.

Meeting date: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

**Quentin Wiest
Business Administrator**

**Brian J. Aloia, Esq.
Corporation Counsel**

Markup by Peter Bondar

Introduced By: 7/14/16 updated

Second By: _____ 7/20/16

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION DIRECTING THE INCLUSION OF WAIVERS OF ALL NO PARKING SIGN FEES, ROAD OPENING PERMIT FEES, AND SIDEWALK PERMIT FEES AS WELL AS AUTHORITY TO EXTEND THE CONSTRUCTION TIMES OF CITY CODE SECTION 133-9C FOR BID NO. 16-09, THE WASHINGTON STREET REDESIGN PROJECT

WHEREAS, the bid for Washington Street Redesign Project, known as Bid 16-09, is commencing; and,

WHEREAS, the City has determined that there is a need to waive all no parking sign fees, all road opening permit fees, and all sidewalk permit fees, and incorporate said waivers into the bid documents; and,

WHEREAS, the City has determined that there is a need to authorize an extension of the normal construction hours allowed under City Code Section 133-9C, to allow for construction on weekdays from 6:30am (setup)/7:00am (construction work commencement) through 7:00pm (construction work terminates)/8:00pm (clean up must be complete), and on Saturdays from 8:30am (set up)/9:00am (construction work commencement) through 3:00pm (construction work terminates)/ 4:00pm (clean up must be complete), ~~subject to all staging on the project being done on Mondays, with storing of not more than four (4) days' worth of equipment on the project site Monday at 6:30am through Friday at 8:00pm and no staging or storage on the site from Friday at 8:00pm through Monday at 6:30am.~~

(Remove + add attached section

WHEREAS, the City of Hoboken traditionally does not waive road opening, no parking sign, or sidewalk fees but seeks to do so under the current circumstances, since the City is also the funding and financing body for this construction project; and,

WHEREAS, the City of Hoboken traditionally does not authorize extension of construction timelines beyond the limits in City Code Section 133-9C, but seeks to do so in this instance, for purposes of efficiency, economy and safety, and to minimize the timeline for the completion of the Washington Street Redesign Project to reduce the period of disruption of traffic flow throughout the City due to the Washington Street closures, since Washington Street is the City's main throughway.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes an extension of the normal construction hours allowed under City Code Section 133-9C, to allow for construction on weekdays from 6:30am (setup)/7:00am (construction work commencement) through 7:00pm (construction work terminates)/8:00pm (clean up must be complete), and on Saturdays from 8:30am (set up)/9:00am (construction work commencement) through 3:00pm (construction work terminates)4:00pm (clean up must be complete), ~~subject to all staging on the project being done on Mondays, with storing of not more than four (4) days' worth of equipment on the project site Monday at 6:30am through Friday at 8:00pm and no staging or storage on the site from Friday at 8:00pm through Monday at 6:30am; and~~

(remove and add attached section.

BE IT FURTHER RESOLVED, the City Council authorizes the waiver of all no parking sign fees, all road opening permit fees, and all sidewalk permit fees for the successful bidder's work on this Washington Street Redesign Project in accordance with the bid specs; and,

BE IT FURTHER RESOLVED, the City Council directs that these waivers and construction time extensions and exceptions be incorporated into the bid documents for Bid No. 16-09 Washington Street Redesign Project, and that the bid be awarded in accordance with the terms, conditions, waivers, and exceptions of the within Resolution.

Meeting date: July 6, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Brian J. 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				

Additional Section to be Added (Updated by PB on 5/20/16)

Subject to all staging and storage of material and equipment being properly secured within the designated work zones with fencing and other safety measures both during working hours and non-working hours as stipulated in the contract documents. Additionally, during the period between the day before Thanksgiving and January 15th, all staging of the project is to be done on Monday starting at 6:30 AM with storing of not more than four (4) days' worth of equipment on the project site starting Monday at 6:30 AM and ending at Friday at 8:00 PM and no staging or storage along with the removal of the work zone traffic control devices from Friday at 8:00 PM through Monday at 6:30 AM.

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				

INTRODUCED BY: Bhalla
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION RECOGNIZING SEPTEMBER AS CHILDHOOD
CANCER MONTH AND SUPPORTING AND THANKING HOBOKEN
BUSINESSES AND RESIDENTS MAKING A DIFFERENCE**

WHEREAS, September is Childhood Cancer Awareness Month, a time to honor and remember children and families affected by these rare diseases, and help rally support to give kids with cancer better outcomes; and,

WHEREAS, according to the Children's Cancer Research Fund, during the month of September 25,000 families around the world will get the horrible news that their child or teen has cancer and 6,667 families will experience the loss of a child; and,

WHEREAS, more children are being diagnosed with cancer today than ever before; and,

WHEREAS, the Tomorrows Children's Fund was founded by a group of committed parents to help their children and others like them with cancer and serious blood disorders; and,

WHEREAS, the Tomorrows Children's Fund provides a warm, healthy and loving environment for children in treatment and a full scope of services to relieve families' emotional and financial stress; and,

WHEREAS, in addition to direct financial aid programs, Tomorrows Children's Fund also offers an array of activities, events, outings, special guests and parties, designed to provide their young patients with a brighter tomorrow; and

WHEREAS, many local businesses have recognized this important cause and joined the movement to make a difference in the lives of the kids that are, or soon will be, battling this terrible disease; and,

WHEREAS, Choc O Pain bakery (157 1st St.) will be donating 25 cents from the sale of each chocopain - their signature chocolate bread - to the Tomorrows Children's Fund for the entire month of September; and,

WHEREAS, Little City Books (100 Bloomfield St.) will be asking patrons to purchase books from a curated list for Tomorrows Children's Fund kids and the bookstore will also donate 20 percent from the sale of each book to Tomorrows Children's Fund for the entire month of September; and,

WHEREAS, Tony Baloney's pizzeria (263 1st St.) has created a custom pie to benefit Tomorrows Children's Fund, the "Squash Kiddie Cancer" - roasted butternut squash, fried sage,

smoked Gruyere and topped with fresh ricotta and lemon zest, and will donate 50 cents per slice, \$1 per personal pie and \$2 per XL pie sold for the entire month of September; and,

WHEREAS, Athleta (316 Washington St.) will be doing a discount with donation on Sunday, September 18, from 11 a.m. to 2 p.m., make a donation and receive a special Athleta gift; and,

WHEREAS, Hoboken Little School will be collecting change to change the lives of the kids and families battling pediatric cancer the entire month of September which will be donated to the Tomorrows Children's Fund; and,

WHEREAS, Little Hoboken is donating to the Tomorrows Children's Fund 50% of the proceeds received, during the entire month of September, of their Little Hoboken HookUp card sales, the cards are \$20 and give customers access to exclusive deals and steals from participating local businesses, and

WHEREAS, the City of Hoboken deems it necessary and appropriate to recognize September as Childhood Cancer month and support the organizations and businesses that are fighting for the children inflicted by cancer.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby acknowledges September as Childhood Cancer Month, a time to recognize the children and families affected by childhood cancers and to emphasize the importance of supporting research on these devastating conditions; and,

BE IT FURTHER RESOLVED, the City Council of the City of Hoboken hereby recognizes and applauds the efforts of all Hoboken businesses and residents that actively participate in raising funds and awareness of the plight of the children and families faced with fighting cancer during both the month of September and throughout the entire year.

Meeting date: September 7, 2016

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:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF LETTER OF INTENT
WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

WHEREAS, the City of Hoboken (hereinafter, "City") was named as a defendant in a lawsuit brought by several property owners in the Northwest Redevelopment Area, which action was entitled URSA Development Group, LLC et al. v. City of Hoboken, et al., Docket No. HUD-L-6449-11; and,

WHEREAS, the parties amicably settled that litigation, which is memorialized in a Settlement Agreement and Release, dated as of May 8, 2013 (hereinafter, "Settlement Agreement"); and,

WHEREAS, under the terms of the Settlement Agreement, the City will obtain legal title to the property identified as 1101 Monroe/1100 Madison Street (Block 102 Lot 1 on the official Tax Map of the City of Hoboken) (hereinafter, "Madison Street Property") after that property has been remediated; and,

WHEREAS, the Public Service Electric and Gas Company ("PSE&G") owns property immediately south of and adjacent to the Madison Street Property, on which it operates an electrical substation (hereinafter, "Madison Street Substation"); and,

WHEREAS, PSE&G also owns property identified as 201-209 Marshall Street and 200-206 Harrison Street (Block 35 Lots 1, 2, 3, 4.01, 5.01, 5.02, 33, 34, 35 & 36 on the official Tax Map of the City of Hoboken) (hereinafter, "Marshall Street Property"), on which it operates another electrical substation (hereinafter, "Marshall Street Substation"); and,

WHEREAS, PSE&G, as part of its Energy Strong Initiative in Hoboken, would like to consolidate and combine the Marshall Street Substation into a single expanded Madison Street Substation and raise the elevation of the Madison Street Substation to prevent electrical outages caused by flooding of the type experienced during Superstorm Sandy; and,

WHEREAS, the substation improvements planned by PSE&G would be beneficial to the citizens of Hoboken in terms of increased reliability of electrical service; and,

WHEREAS, the City and PSE&G desire to enter into a land swap transaction whereby the City would transfer the Madison Street Property to PSE&G in exchange for PSE&G transferring the Marshall Street Property to the City, with PSE&G making a cash payment of \$1,245,000.00 to compensate the City for the difference in the appraised value of the respective properties; and,

WHEREAS, because PSE&G cannot decommission the Marshall Street Substation until it has completed its consolidation and expansion of the Madison Street Substation, PSE&G cannot transfer

title to the Marshall Street Property to the City until that expansion has been completed and PSE&G has properly remediated any contamination at the Marshall Street Property; and,

WHEREAS, in order to compensate the City for its “loss of use” of the Marshall Street Property during the period of time needed by PSE&G to decommission and remediate that property, PSE&G will pay the City an annual “loss of use” payment in the amount of \$275,250.00, payable in monthly installments (\$22,937.50) between the closing of title to the Madison Street Property and the closing of title to the Marshall Street Property; and,

WHEREAS, in furtherance of the parties’ mutual desire to enter into the aforementioned land swap transaction, the City and PSE&G have negotiated a non-binding Letter of Intent (hereinafter, “LOI”), a copy of which is attached hereto, setting forth the general structure and terms of the transaction; and,

WHEREAS, under the terms of the LOI the parties agree to negotiate for a maximum period of 120 days with the intention of preparing a binding transfer agreement (hereinafter, “Definitive Agreement”) which will embody terms and conditions described generally in the LOI, together with such additional terms and conditions which the parties may negotiate; and,

WHEREAS, it is deemed to be in the best interest of the City and its citizenry to enter into the LOI with PSE&G.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Hoboken hereby approves the LOI with PSE&G, as attached hereto, or a LOI that is substantially similar without any substantive changes; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor and/or her Administration to notify PSE&G of the Council’s authorization of the LOI and acceptance of the terms set forth therein; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor, her Administration, and/or Corporation Counsel to proceed to execute and finalize said LOI with PSE&G, or a LOI that is substantially similar with no substantive changes, and to take any and all steps necessary to negotiate the Definitive Agreement with PSE&G.

Meeting date: September 7, 2016

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				
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APPROVED:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL



A TRADITION OF LEGAL EXCELLENCE SINCE 1938

Connell Foley LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311
P 201.521.1000 F 201.521.0100

Robert A. Verdibello
Of Counsel

August 26, 2016

City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Attn: Brandy Forbes, AICP, PP
Community Development Director

**Re: Proposed Transfer of Properties
1101 Monroe / 1100 Madison Street and
201-209 Marshall Street / 200-206 Harrison Street
Hoboken, New Jersey**

Dear Ms. Forbes:

This letter will confirm the contemplated property exchange between the City of Hoboken ("Hoboken") and Public Service Electric and Gas Company ("PSE&G"); to wit: contingent upon acquisition from the current fee title holder, Hoboken has agreed to transfer ownership of property identified as 1101 Monroe/1100 Madison Street (Block 102 Lot 1 on the official Tax Map of the City of Hoboken) (hereinafter referred to as "Madison Street") to PSE&G; and in exchange, PSE&G has agreed to transfer ownership of property identified as 201-209 Marshall Street and 200-206 Harrison Street (Block 35 Lots 1, 2, 3, 4.01, 5.01, 5.02, 33, 34, 35 & 36 on the official Tax Map of the City of Hoboken) (hereinafter referred to as "Marshall Street") to Hoboken. Additionally PSE&G has agreed to pay to Hoboken the difference in the appraised value of the properties. This letter constitutes an expression of intent, but does not create any legal obligations between Hoboken and PSE&G.

By signature below, the parties agree to negotiate for a maximum period of 120 days with the intention of preparing a binding Agreement (the "Definitive Agreement"). Among other things, and subject to the negotiation, execution and delivery by both parties, the Agreement shall embody terms and conditions described generally in this letter of intent, together with additional terms and conditions, which the parties may negotiate. Counsel for PSE&G will prepare the first draft of the Agreement. During this 120 day period, the parties agree not to execute a purchase and sale agreement for the respective properties with any other party.

APPRAISAL VALUE OF
MADISON STREET:

Pursuant to the appraisal conducted by Ronald D. Chiarello, Professional Appraisal Associates, dated July 14, 2016, the parties agree that the Madison Street Property has an appraised value of \$4,915,000.00.

APPRAISAL VALUE OF
MARSHALL STREET:

Pursuant to the appraisal conducted by Mark E. Hendricks, Hendricks Appraisal Company, LLC, the parties agree that the Marshall Street Property has an appraised value of \$3,670,000.00.

PAYMENTS BY PSE&G TO
HOBOKEN:

PSE&G shall pay Hoboken the difference in the appraised value of the respective properties (\$1,245,000.00), which payment shall be due in full at the closing of title to Madison Street. In addition, PSE&G shall pay to Hoboken an annual fee to compensate Hoboken for the "loss of the use" of either property during the period between the closing of title to Madison Street and the closing of title to Marshall Street. That annual loss of use payment shall be calculated based on 7.5% of the appraised value of Marshall Street (\$275,250.00) and shall be payable by PSE&G to Hoboken in twelve (12) equal monthly installments (\$22,937.50) with the first payment to be due at the closing of title to Madison Street. Subsequent payments shall be made on the same day of each of the following months and conclude on the closing of title to Marshall Street.

DUE DILIGENCE PERIOD:

Each party shall have a period of ninety (90) days to conduct due diligence (the "Due Diligence Period") within which each respective acquiring party may conduct any and all physical, economic and other investigations, tests, studies as it may elect to perform relative to the property to be acquired.

Each party, along with its respective engineers, surveyors, and consultants shall have the right to access, inspect and/or test the respective property to be acquired as it sees fit (collectively, "Investigations"). At the conclusion of any testing performed by the acquiring party, the respective property to be acquired shall be returned to its initial, pre-testing condition. Each party shall indemnify and hold the other party harmless against all claims and damages arising out of its entry and activities on the property to be acquired in connection with the Investigations, except when arising out of negligence or willful misconduct of the party authorizing entry, its employees, agents, contractors, licensees or invitees.

Upon acceptance of this letter of intent, each respective party shall within ten (10) business days of execution by

each party, furnish or make available to the other party, all documents, including all environmental studies, reports, and submissions prepared for it (collectively, "Environmental Reports"), information, data, reports or other written matters pertaining to the respective property not previously delivered to the other party.

The Due Diligence Period in relation to PSE&G's acquisition of Madison Street shall commence upon execution of the definitive agreement.

The Due Diligence Period in relation to Hoboken's acquisition of Marshall Street shall commence upon written notice provided by PSE&G to Hoboken following PSE&G's decommissioning of the Marshall Street Substation.

DELIVERY OF TITLE:

Fee Simple Title to each respective property shall be delivered by Bargain and Sale Deed with Covenant against Grantor's Acts. The Agreement shall provide that each respective property will be delivered free and clear of (i) liens and encumbrances, other than liens for taxes not yet payable or as otherwise approved by the acquiring party during the Due Diligence Period; and (ii) agreements, easements, or rights of way and other matters, except as approved by the acquiring party during the Due Diligence Period.

CONTINGENCIES:

a. During each respective Due Diligence Period, each respective party shall have available to it for review and copying such documents in the other party's possession, including by way of example: (i) copies of all agreements, if any, pertaining to the use of or right of others to occupy the properties; (ii) copies of all contracts, agreements or permits with, or issued by any governmental entity, if any, and all Environmental Reports; (iii) copies of correspondence, studies, investigation reports, permit applications, maps, plans, and drawings.

b. During each respective Due Diligence Period, each party shall obtain a current preliminary title report and commitment for title insurance for each respective property.

c. Each party shall have the right to review and audit all remediation reports and studies issued in connection with the on-going remediation of the property to be acquired by the respective party. Each party's obligation to

close title on Madison Street is conditioned upon appropriate remediation action and delivery by the other party of a Response Action Outcome ("RAO") with respect to any environmental concerns associated with the ongoing or anticipated remediation of the property to be acquired. The RAO may be conditioned upon a deed restriction provided that it is in a form that is reasonably satisfactory to the acquiring party and does not interfere with that party's proposed use of the property to be acquired. The Permitting Period set forth in subparagraph (d) below shall be tolled until all required remediation other than post-RAO monitoring and reporting at Madison Street has been completed; provided however, that if such remediation is not completed and an RAO is not delivered to PSE&G for Madison Street prior to the original expiration date of the Permitting Period, then PSE&G shall have the right to terminate the Agreement.

d. PSE&G shall have a twelve (12) month permitting period (the "Permitting Period"), commencing on the day following the expiration of the Due Diligence Period. During the Permitting Period, PSE&G will use good faith efforts to obtain (i) all zoning, site plan, subdivision, environmental land use (including, but not limited to, flood hazard, wetlands, and any other permits required), re-zoning, soil, sewer extension, road opening, utilities, building, clearing, grading, and other permits, approvals, consents or waivers from and governmental authorities which are necessary for the development of Madison Street for PSE&G's proposed use (the "Development Approvals"); and (ii) all easements across the property of third parties which are required in connection with PSE&G's proposed development of Madison Street. Prior to submitting any Development Approval applications requiring or depicting exterior design plan details, PSE&G shall obtain Hoboken's approval of said exterior design plans to ensure, to Hoboken's reasonable satisfaction, that the Madison Street development will be consistent with its surrounding urban residential setting. The Development Approvals shall be deemed not to be obtained unless all appeals periods relating to such Development Approvals have expired without any appeal having been taken, or, if an appeal is filed, such appeal is finally adjudicated in favor of PSE&G. In addition, the Development Approvals shall be deemed not to have been obtained if a public or private moratorium associated therewith prevents

PSE&G's proposed development from being constructed and operated. Should PSE&G notify Hoboken in writing prior to the termination of the Permitting Period that PSE&G requires additional time in order to procure the Development Approvals, Hoboken shall permit PSE&G to extend the Permitting Period for up to a maximum of three (3) additional ninety (90) day periods, provided that PSE&G is diligently and continuously prosecuting the Development Approvals. If, during any ninety (90) extension period, PSE&G fails to diligently and continuously prosecute the Development Approvals, Hoboken shall have the right, upon notice and opportunity to cure by PSE&G, to terminate the Agreement.

Prior to the commencement of the Permitting Period, Hoboken will amend all applicable zoning, including any applicable Redevelopment Plans, to permit the use of Madison Street as a utility substation.

CLOSING DOCUMENTS:

Each party shall provide customary representations and warranties to be agreed upon in the Agreement.

CLOSING:

The closing of the Madison Street transfer shall occur forty-five (45) days after acquisition of that property by Hoboken and satisfaction of all other contingencies.

The closing of the Marshall Street transfer shall occur forty-five (45) days following the completion of all utility relocation, RAO issuance to PSE&G, and satisfaction of all other contingencies.

This letter of intent is intended as an outline of the terms and conditions of the transactions contemplated by the parties, and shall not be construed as a legally binding agreement. The parties intend to be legally bound only upon the execution of mutually acceptable agreements for the transactions contemplated herein.

If this letter of intent sets forth your general understanding as to the terms of the contemplated transaction, please sign in the appropriate space provided below.

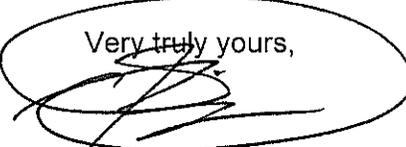
AGREED TO AND ACCEPTED
THIS _____ DAY OF _____, 2016

CITY OF HOBOKEN

By: _____
Name:
Title:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By: _____
Name:
Title:

Very truly yours,

Robert A. Verdibello

RAV/

SPONSORED BY: _____

SECONDED BY: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND 722 JEFFERSON ST., LLC, OWNER OF BLOCK 83 LOTS 20-24 (A/K/A 722-730 JEFFERSON STREET), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees, and other landscaping; and,

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and,

WHEREAS, by way of certified resolution, the City of Hoboken and the City Council, can provide for the issuance of license agreements for the aforementioned purpose; and,

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to 722 Jefferson St., LLC, owner of Block 83 Lots 20-24, more commonly known as 722-730 Jefferson Street, Hoboken, represented by Joseph Prestifilippo, such a license.

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

- 1) Approval of the attached License Agreement between the City of Hoboken and 722 Jefferson St., LLC, owner of Block 83 Lots 20-24, more commonly known as 722-730 Jefferson Street, shall be subject and limited to the details and specifications included in the attached Application, and Minervini Vandermark Architecture site plan (Z-2), encroachment plan (A-001), and rendering (Z-12); and,
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and,
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: September 7, 2016

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				
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APPROVED:

APPROVED AS TO FORM:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

**BRIAN ALOIA, ESQ.
CORPORATION COUNSEL**

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2016, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **722 JEFFERSON ST., LLC**, owner of Block 83 Lots 20-24, more commonly known as 722-730 Jefferson Street, Hoboken, NJ 07030, represented by Joseph Prestifilippo (hereinafter referred to as the “**LICENSEE**”).

WITNESSETH

WHEREAS, the **LICENSOR** owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Jefferson Street R.O.W.; and,

WHEREAS, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of constructing window bays and façade articulations over the public right-of-way fronting onto Jefferson Street; and,

WHEREAS, the area of encroachment along Jefferson Street will leave the sidewalk unobstructed for pedestrian egress along the block frontage; and,

WHEREAS, in consideration of the license, the **LICENSEE** shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall plant shade trees and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and,

WHEREAS, the **LICENSOR** desires to grant to the **LICENSEE** a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the **LICENSOR** and **LICENSEE**, hereby agree as follows:

- 1) The **LICENSOR** hereby grants the **LICENSEE**, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 83 Lots 20-24, to construct window bays and façade articulations over the public right-of-way adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by **LICENSOR** or **LICENSEE** without cause upon ninety (90) day written notice, and may be terminated by the **LICENSOR** upon twenty-four (24) hours' notice upon a showing of necessity to maintain the health, safety, and welfare of the general public.
- 3) The **LICENSOR** retains the right to use the license area in any manner not inconsistent with the rights herein granted to the **LICENSEE** provided, however, that the **LICENSOR** shall not disturb the structural elements in any way without prior written notice to the **LICENSEE**.

- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.
- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and City Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops, or other projections or encumbrances upon any street, sidewalk, or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the County of Hudson and/or Hudson County Planning Board, when applicable, the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its officers, agents and employees from and against any and all claims, causes of action,

injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: 722 Jefferson St., LLC, owner in fee of Block 83 Lots 20-24, more commonly known as 722-730 Jefferson Street, Hoboken, NJ, represented by Joseph Prestifilippo.

Signed: _____

Printed: _____,
Joseph Prestifilippo representing 722 Jefferson St., LLC
Owner of 722-730 Jefferson Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

722-730 Jefferson Street , Hoboken, NJ

Block: 83

Lot(s): 20-24

CITY OF HOBOKEN

Dawn Zimmer, Mayor

94 Washington Street
Hoboken, NJ 07030

Applicant: (If applicant is an LLC, a Corporate Disclosure Statement must be filed as an attachment to this document.)

722 Jefferson St., LLC

Owner (if other than Applicant):

Address:

489 South Riverview Drive, Totowa, NJ 07512

Address:

Date Received:

Phone: (973)812-4495

Phone:

e-mail: JPresti@crimson-capital.com

e-mail:

A. Does the proposed work increase an existing encroachment of the public right-of-way: Yes No

B. The proposed right-of-way improvements are:

1. Stand-alone (not associated with other work) 2. Part of a new construction project. 3. Part of a renovation project.

C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):

- 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).
- 2. Photographs of the existing ROW condition.
- 3. Architectural drawings including the following details:
 - a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
 - b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
 - c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.
- 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.
- 5. Metes and bounds description of the proposed area of encroachment.
- 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

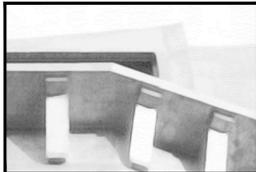
From south end, the encroachment extends 2'-0" into right-of-way from east property line, continues 15'-4" at 82° north of west. Then it has a 14' W x 2' D bay, followed by no encroachment for 34'-10". Then it goes 2'-0" into the right-of-way, turns back at 84° north of west for 18'-3". Then it has a 14'W x 2'D bay and goes 21'-1" at 85° south of west, ending at 8'-0" from north end. Brick and Aluminum will be used on bays. The building has green roof and detention tank.

E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

The construction of bay projections that enhance the look of a building are encouraged by the City of Hoboken Ordinance. The bay projections are consistent with this and with Hoboken precedents.


Applicant's signature

7/6/2016
Date



Minervini Vandermark
Architecture

Minervini Vandermark, LLC

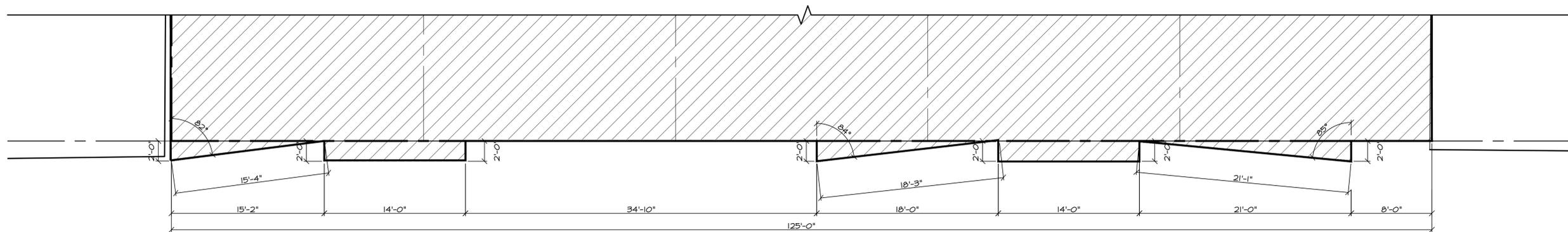
360 Fourteenth St.
Hoboken,
New Jersey, 07030
tel. 201-386-0637
fax 201-386-0628



www.mvarchitecture.com

Frank J. Minervini, AIA
NJ License # 12576
NY License # 03029763

Anthony C. Vandermark, Jr. AIA
NJ License # 17698
NY License # 32710-1



1 SUPERIMPOSED ENCROACHMENT PLAN
SCALE: 3/16" = 1'-0"



#	Date	Revision
1	06/27/16	Site Encroachment

Project Number : 15-1243
Drawn by : CKD
Checked by : FJM, ACV
Scale: : As noted

Client
722 JEFFERSON ST, LLC

Address
722 - 730 JEFFERSON STREET,
BLOCK 83, LOTS 20-24
HOBOKEN, NJ 07030

Project Description
PROPOSED 4 STORY 15 UNIT
BUILDING WITH 4 RESIDENTIAL
FLOORS ABOVE PARKING

Sheet Title
SITE ENCROACHMENT PLAN

Drawing No.

A-001

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION RELEASING PERFORMANCE BOND IN THE AMOUNT
OF \$4,754.40 FOR A CONSTRUCTION PROJECT AT 737 GARDEN
STREET**

WHEREAS, a performance bond was posted by Realty Express LaBarbera for a construction project located at Block 194, Lot 22 on the tax map of the City of Hoboken, being commonly known as 737 Garden Street, Hoboken, New Jersey, in connection with the Zoning Board of Adjustment Resolution of Approval dated April 28, 2015, which was duly adopted as to form by the Zoning Board on June 16, 2015, under the condition of the submission of a Site Performance Bond; and,

WHEREAS, in accordance with communication from the applicant to Planning and Zoning Board Secretary Patricia Carcone on May 10, 2016, the applicant has chosen to not continue with the development of the property and therefore has requested a return of the performance bond in the amount of Four Thousand Seven Hundred Fifty Four Dollars and Forty Cents(\$4,754.40).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the performance bond posted by Realty Express LaBarbera for the construction at 737 Garden Street shall be, and is hereby, released; and,

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to direct release of said bond, and the City's Administration 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.

Meeting date: September 7, 2016

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:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

APPROVED AS TO FORM:

**BRIAN ALOIA, ESQ.
CORPORATION COUNSEL**



architects + engineers

119 Cherry Hill Road, Ste 200 tel 862.207.5900
Parsippany, NJ 07054 fax 973.334.0507

February 23, 2015
Rev. April 20, 2015
Rev. May 28, 2015
Rev. July 16, 2015
Rev August 26, 2015

Zoning Board of Adjustment
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**RE: 737 Garden St.
Block 194 – Lot 22
Site Plan Review #1
Our Project Number HOBZ1442**

Dear Board Members:

This office has reviewed the following revised information related to the above-referenced project.

- 1) Architectural Plans entitled "Proposed Alteration & Rear Addition to Existing 4 Unit 3 Story Over Basement to Become 2 Unit 4 Story Building at: 737 Garden St., Block 194 Lot 22, City of Hoboken, Hudson County, New Jersey 07030" prepared by Minervini Vandermark AIA dated October 3, 2014, **revised August 21, 2015, received by H2M August 26, 2015.**
- 2) Planning Report Prepared by Kenneth Ochab, PP, AICP, dated November 10, 2014.
- 3) Property Survey prepared by Caulfield Associates, LLP. entitled "Survey of Property, 737 Garden Street, Hoboken, Hudson County, N.J." dated August 13, 2014, **revised August 11, 2015**
- 4) The Application package prepared by Robert Matule Esq.
- 5) Conditions listed in the resolution of approval.

This project was heard and approved by the Zoning Board on April 28, 2015.

General Comments

This application was approved by the Zoning Board on April 28, 2015. The following is H2M's post approval review of the project. All H2M's comments outlined in their comment letter revised July 16, 2015 Have been addressed with the following exception.

1. Plans depict solar panels on the roof but do not indicate the mounting height, mounting direction and slope of all panels. Applicant shall provide this additional information on the roof plan and any elevation drawings impacted by the solar panels. In particular, applicant shall confirm whether panels will be mounted at an elevation below or above the level of the top of the parapet wall. **Not Addressed.**



In addition to the items listed above, the following documents should be provided to the City Zoning Officer, Flood Plain manager, and Construction official prior to issuing a Construction Permit;

1. An Individual Flood Hazard Area Permit or jurisdictional determination from NJDEP for proposed building below the Advisory Base Flood Elevation.
2. The applicant must provide proof of will serve letters from the applicable public and private utility companies.
3. Copy of the drainage report for the project and a letter from NHSA approving the detention basin design.
4. Copy of approval issued by the Hudson County Planning Board.
5. Proof of application to and approval of Hudson County for any encroachments into County right-of-way.

The Zoning Officer and Flood Plain Manager will also review all documents prior to the issuance of a construction permit.

Resolution conditions

All terms and conditions as outlined in the resolution of approval must be addressed to the satisfaction of the board and their professionals.

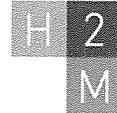
All plans and details for this project must be updated in a timely manner, incorporating the comments of all engineering letters to date and the Resolution of approval. All comments should be addressed in letter form detailing the comments and the appropriate actions taken. All the changes should be clouded on the plans for ease of additional reviews.

Public Improvements, Bonds, and Escrow

1. The following references On and Off Tract Improvements in the City of Hoboken:
 - a. §196-63.1 (A) of the City of Hoboken Code states that "where the agency having jurisdiction determines that off-tract improvements are necessary for the proper development and use of the proposed site or subdivision and the surrounding area, it may require either that such off-tract improvements be installed or that the developer contribute to the installation of such off-tract improvements."
 - b. Section 40:55D-35 of the Municipal Land Use Law regarding Off-Tract improvements states that "Before any such permit shall be issued, such street shall have been certified to be suitably improved to the satisfaction of the governing body or such suitable improvement shall have been assured by means of a performance guarantee in accordance with standards and specifications for road improvements approved by the governing body."

Attached are the estimates for the Performance Bond, Off Tract Improvements, and Inspection Escrow. These fees are based on items a. & b. above.

737 Garden Street
Zoning Board of Adjustment
February 23, 2015
Rev. April 20, 2015
Rev. May 28, 2015
Rev. July 16, 2015
Rev. August 26, 2015
Page 3



If you have any questions, please do not hesitate to contact me.

Sincerely,

H2M ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'JCM', is written over the company name.

Jeffrey C. Marsden, P.E., P.P., C.M.E.
Civil Department Manager

JCM:afw

c: Pat Carcone – email only
Ann Holtzman– email only
Eileen Banyra – email only
Dennis Galvin, Esq.
Robert Matule, Esq. Attorney
Frank Minervini, AIA



architects + engineers

119 Cherry Hill Road, Ste 200 tel 862.207.5900
Parsippany, NJ 07054 fax 973.334.0507

ENGINEERING COST OPINION
PERFORMANCE BOND ESTIMATE

Property Address

737 Garden Street
Hoboken NJ, 07030

Date: 6/15/2015

H2M Project No.:
HOBZ1442

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Concrete Sidewalk 4" Thick	26	SY	\$ 55.00	\$ 1,430.00
2	9"x18" Concrete Vert. Curb	22	LF	\$ 35.00	\$ 770.00
3	Sawcutting	105	LF	\$ 3.50	\$ 367.50
4	HMA Surface Crs. 9.5M64 2" Thick (Serv. Lat)	4	Ton	\$ 100.00	\$ 400.00
5	HMA Base Crs 19M64 6"Thick (Serv Lat)	10	Ton	\$ 90.00	\$ 900.00
6	4"DGA Pavement Repair (Service Lat)	27	SY	\$ 3.50	\$ 94.50

Subtotal: \$ 3,962.00

Performance Guarantee at 120% Subtotal: \$ 4,754.40

Engineering Inspection Escrow greater of 5% construction cost or \$500: \$ 500.00

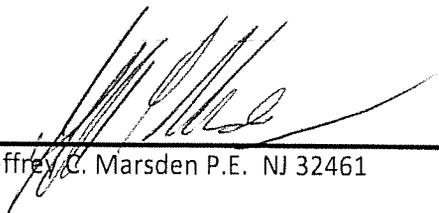
Project Development Municipal Pavement Contribution - Roadway Half Width

Roadway Information

Width 30

Length 22

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Milling 2"-3"	37	SY	\$ 6.00	\$ 222.00
2	HMA Surface Crs. 9.5M64 2" Thick	5	Ton	\$ 100.00	\$ 500.00
Total Contribution:				\$	722.00



Jeffrey C. Marsden P.E. NJ 32461

Project Id: 1484350B
Description: 737 GARDEN ST PERFORMANCE BOND Status: Active
Starting Date: 0 Ending Date: 05/10/16 Po Transactions: Summarized
* Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Date	Description	Trans Amount	Balance
07/14/15	Add Acct	0.00	0.00
07/15/15	Deposit Meth: Realty Express LaBarbera Ck#126847 Post Ref: E 1012 1	4,754.40	4,754.40

From: [Giovanni \(John\) LaBarbera](#)
To: [Patricia Carcone](#)
Subject: 737 Garden St. Hoboken
Date: Tuesday, May 10, 2016 11:31:39 AM

Pat,

Nice speaking with you today. Please be advised that I've decided not to move forward with the development of the property. I hereby am requesting the return of the balance of my escrow and bond which I have.

Kindly forward the checks to my home 225 River St. #1901 Hoboken, NJ 07030.

If you need to reach me it's best to call my cell 201.978-3838.

Thank you,

Giovanni "John" LaBarbera

*Licensed Real Estate Broker - REALTOR
Notary Public State of New Jersey*



REALTY EXPRESS LaBarbera

*210 Washington Street
Hoboken, NJ 07030*

Voice Mail: (201) 420-8989 Ext. 111

Office Fax: (201) 420-5085

Management Emergencies: (201) 216-5757 Ext. 919

Management Services: (201) 216-5757 Ext. 920

Office Hours:

Monday to Friday 9:30 am to 8:30 pm

Saturday & Sunday 10 am to 5 pm

Web Site: www.relb.com

E-mail: jlb@relb.com

General Management E-mail: mgmt@relb.com

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INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION RELEASING PERFORMANCE BOND TO JEFFREY
DWORZANSKI FOLLOWING THE CONSTRUCTION PROJECT AT 153
3RD STREET, HOBOKEN, NEW JERSEY**

WHEREAS, a performance bond was posted by Jeffrey Dworzanski for a construction project located at Block 189, Lot 26.1 on the tax map of the City of Hoboken, being commonly known as 153 3rd Street, Hoboken, New Jersey, in connection with the Zoning Board of Adjustment Resolution of Approval dated December 9, 2014, which was duly adopted as to form by the Zoning Board on January 20, 2015, under the condition of the submission of the bond; and,

WHEREAS, the performance thereunder has been substantially completed, and pursuant to the investigation and findings of Jeffrey C. Marsden, P.E., P.P., C.M.E., Civil Department Manager for H2M Engineers, it has been recommended that the bond be released, which recommendation was memorialized in a letter dated August 4, 2016, and revised as of August 11, 2016; and,

WHEREAS, although performance has been substantially completed, there is still one (1) outstanding issue regarding the proper construction of the tree well; and,

WHEREAS, the applicant has represented that if the tree that was planted survives until May 2017, he will then install the fence with proper bedding, and therefore it is recommended that the bond amounts pursuant to H2M Engineers' Performance Bond Estimate dated May 4, 2015, for the shade tree (\$550.00) and tree grate (\$1,300.00), not be released until this work is completed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the performance bond posted by Jeffrey Dworzanski for the construction at 153 3rd Street, Hoboken, New Jersey, shall be, and is hereby, released, except for the amount of \$1,850.00; and,

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to direct release of said bond, and the City’s Administration 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.

Meeting date: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

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				



architects engineers

119 Cherry Hill Road, Ste. 110 Parsippany, NJ 07054
862.207.5900
973.334.0507

August 04, 2016
Rev August 11, 2016

Zoning Board of Adjustment
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**RE: 153 Third Street
Block 189 – Lot 26.1
Tree well issue
H2M Project Number HOBZ1426**

Dear Pat:

As previously discussed, the only outstanding issue from our inspection letter dated July 16, 2016, was the proper construction of the tree well. The applicant has indicated that the tree had previously been damaged and may not survive. The applicant has indicated that if the tree survives until next spring (May 2017) he will install the fence with the proper bedding. However, if the tree dies within that time period, he will replace the tree and install the fence and bedding at that time.

The applicant has sent an E-Mail to the Zoning Board Secretary indicating that he agrees to resolve the tree well issue as indicated above.. **As such we have no exception to releasing the bond.**

If you have any questions, please do not hesitate to contact me.

Sincerely,

H2M ASSOCIATES, INC.

Jeffrey C. Marsden, P.E., P.P., C.M.E.
Civil Department Manager

JCM:afw

c: Anne Holtzman - Zoning Officer
Eileen Banyra – Board Planner
Dennis Galvin, Esq.
Stephen Spector, Esq. Attorney

Patricia Carcone

From: Jeffrey Dworzanski <jdworzanski@hotmail.com>
Sent: Thursday, August 04, 2016 7:23 PM
To: Patricia Carcone
Cc: Jeffrey C. Marsden
Subject: Re: 153 Third outstanding issue

Hi Pat,

With this note, I confirm our intent to have a viable street tree and install tree fencing per the Shade Tree Commission standards by May 2017.

Thank you for your help with this matter. Please let me know if you need anything else from us.

Thanks,
Jeff

Jeff Dworzanski
153 3rd St.
Hoboken, NJ 07030
jdworzanski@hotmail.com
Mobile: 201-600-5581

From: Patricia Carcone <pcarcone@hobokennj.gov>
Sent: Thursday, August 4, 2016 5:02 PM
To: Jeffrey Dworzanski
Cc: Jeffrey C. Marsden
Subject: FW: 153 Third outstanding issue

Please see attached regarding the bond release at 153 3rd. Please confirm in writing that you will install the tree /tree grate by May 2017 and we can then recommend release of the bond.

Pat

From: Jeffrey C. Marsden [<mailto:jmarsden@H2M.com>]
Sent: Thursday, August 04, 2016 4:56 PM
To: Patricia Carcone
Cc: Ann Holtzman; Dennis Galvin; Elieen Banyra (EBanyra@maserconsulting.com)
Subject: 153 Third outstanding issue

Pat see attached

Jeff Marsden
Senior Engineer

CITY OF HOBOKEN

94 Washington Street
Hoboken, NJ 07030

Zoning Officer

Ann Holtzman
(201) 420-2063

aholtzman@hobokennj.gov



**FINAL CERTIFICATE
OF ZONING
COMPLIANCE**

Date Received: 02/24/2016

Date Issued: 02/24/2016

Block:	189	Work Site Location:	153 3rd Street, Hoboken		Zoning District:	R-1			
Lot:	26.01	Lot Size:	20 x 25	Planned Use:	Residential	No. Units	1U	Special District:	n/a

OWNER / OCCUPANT:

Name	Jeff Dworzanski & Paulette Holladay		
Address	153 3rd Street		
City	Hoboken	State	NJ
		Zip Code	07030
Phone:	(917) 563-3419	Cell Phone:	
E-mail:			

ARCHITECT / CONTRACTOR:

Name	Nastasi Architects		
Address	321 Newark Street		
City	Hoboken	State	NJ
		Zip Code	07030
Bus. Phone:	(201) 653-2577	Cell Phone:	
E-mail:	john@nastasiarchitects.com		

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, the following work has been completed in complies with city zoning and a Certificate of Occupancy may be issued:

Expansion and full renovation of the existing structure at the above referenced location is complete and consistent with Nastasi architectural site plan dated 04/28/2015, construction drawings dated 05/20/2015 and ZBA approval dated 12/09/2014. Front facade and roof were removed for expansion and reconstruction. New building front, 3rd floor and rooftop stair penthouse have been constructed; south wall was reconstructed where required. Cellar is unfinished; for storage use only. The 1st floor has been reconstructed with entry foyer, half-bath, kitchen, dining and living rooms and a 3'9" x 10'2" lower-roof deck constructed over the cellar roof in the cutback southwest corner of the building. The 2nd floor contains 2 bedrooms and 1 full bath. The new 3rd floor contains 1 bedroom with a 3'4" x 10'2" balcony and 1 full bath. The new 9' x 19' stair penthouse provides access to the 190 sf roof deck set approx. 6' back from the front facade wall. Penthouse is fit out with a half-bath, mechanical and laundry closets. New HVAC condenser split units are located on the roof in the front setback. Front sidewalk has been replaced and a new wrought iron fence will be installed. A tree well was provided in the new sidewalk; tree to be planted within the next 3 months.

IMPORTANT: A copy of the Certificate of Occupancy and any interim TCOs must be filed with this office upon receipt.

Ann Holtzman, Zoning Officer

FEE: \$100.00

Check or Rcpt #: 3415

Collected by:



architects + engineers

119 Cherry Hill Road, Ste 200 Parsippany, NJ 07054
tel 862.207.5900 fax 973.334.0507

July 13, 2016

Zoning Board of Adjustment
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**RE: 153 Third Street
Block 189 – Lot 26.1
Field Observation
H2M Project Number HOBZ1426**

Dear Board Members:

This office has visited the subject project and compared the post construction condition of the public improvements against the approved plans listed below.

- 1) Architectural Plans entitled "Dworzanski Residence" prepared by Nastasi Architects dated November 21, 2014, revised February 19, 2015, received by H2M February 23, 2015. Revised 4-07-15, Signed and sealed plans Received 4-23-15, **Revised 4-28-15, Received 4-29-15.**
- 2) Property Survey prepared by Caulfield Associates, LLP. entitled "Survey of Property – 153 Third Street, Hoboken, Hudson Co., N.J." dated May 11, 2011, **Revised 4-09-15, Received by H2M April 13, 2015**

H2M was not contacted prior to the construction of the public improvements within the ROW and therefore, was not present during the construction of the improvements. As a result H2M cannot speak to the method of construction or the depth of the concrete sidewalk or curb.

H2M visited the site on May 17, 2016 and observed the following;

1. The sidewalk cross slope is more than two percent, however due to the narrow lot width and the high cross slopes of the abutting properties, the applicant could not meet the two percent cross slope requirement.
2. There is no evidence that the new utility service lines were constructed in accordance with the proposed plans. Therefore, we assume that the existing service lines were in good condition and the city plumbing inspector deemed that it was not necessary to replace them.



3. The tree well is not constructed in accordance with the City's Shade Tree Commission. The applicant needs to proper fencing and fill in accordance with the City's Shade Tree Commission standards.

It appears that the remainder of the public improvements were constructed in accordance with the approved plans and the city's design standards. Therefore, H2M would recommend that the bond not be released until the tree well has been properly constructed. (See attached Photos)

If you have any questions, please do not hesitate to contact me.

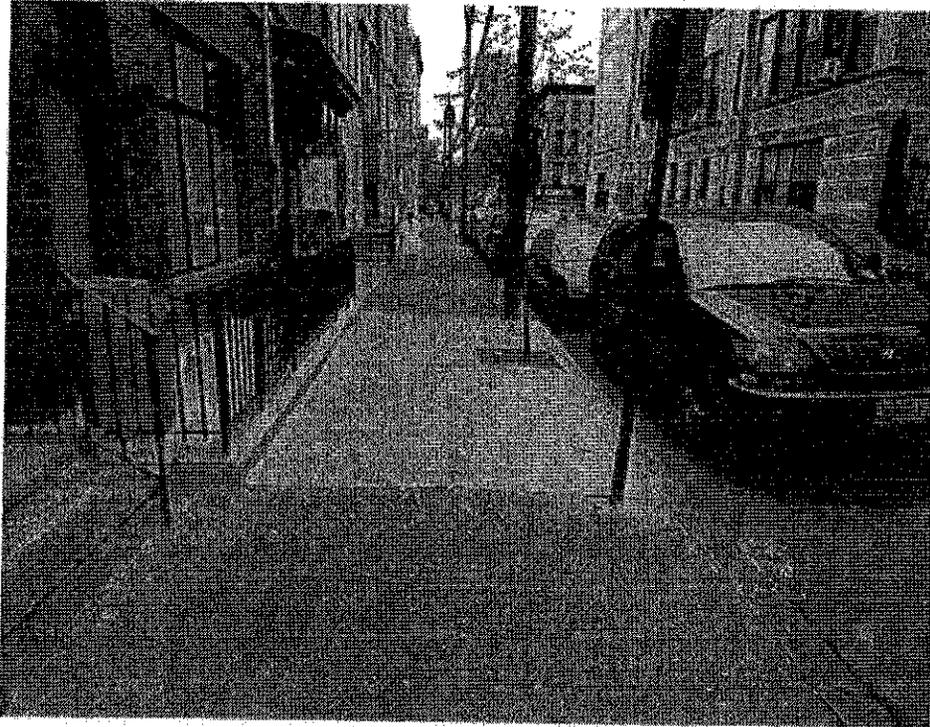
Sincerely,

H2M ASSOCIATES, INC.

Jeffrey C. Marsden, P.E., P.P., C.M.E.
Civil Department Manager

JCM:afw

c: Pat Carcone – email only
Eileen Banyra – email only
Dennis Galvin, Esq.
Stephen Spector, Esq. Attorney





architects + engineers

119 Cherry Hill Road, Ste 200 tel 862.207.5900
Parsippany, NJ 07054 fax 973.334.0507

December 2, 2014
Revised March 16, 2015
Revised April 27, 2015
Revised April 29, 2015

Zoning Board of Adjustment
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**RE: 153 Third Street
Block 189 – Lot 26.1
Summary 2nd Review for Signature
H2M Project Number HOBZ1426**

Dear Board Members:

This office has reviewed the following revised information related to the above-referenced project.

- 1) Architectural Plans entitled "Dworzanski Residence" prepared by Nastasi Architects dated November 21, 2014, revised February 19, 2015, received by H2M February 23, 2015. Revised 4-07-15, Signed and sealed plans Received 4-23-15, **Revised 4-28-15, Received 4-29-15.**
- 2) Property Survey prepared by Caulfield Associates, LLP. entitled "Survey of Property – 153 Third Street, Hoboken, Hudson Co., N.J." dated May 11, 2011, **Revised 4-09-15, Received by H2M April 13, 2015**
- 3) Conditions listed in the resolution of approval.
- 4) The Application package prepared by Robert Matule Esq.

The following are H2M's engineering comments on the revised documents for the referenced project:

General Comments

All H2Ms Comments outlined in their comment letter Revised April 27, 2015 have been addressed in the revised plans dated April 28, 2015 with the following exceptions which must be addressed prior to the signing of the plans.

1. The applicant has submitted an unsealed survey. The Applicant must submit a signed and sealed survey to the Zoning Board Engineer and City for the record. The survey should indicate existing building and curb grades at each building corner and property lines. All elevations must be in NAVD 1988. **Addressed**
2. The survey should indicate existing Base Flood Elevation is 9.0. The survey must also the Advisory base flood elevation (ABFE = 12.0 NAVD 1988). The building and curb grades at each building corner and property and curb lines should also be added to the site. **Addressed**
3. The FEMA ADVISORY BASE FLOOD ELEVATION 12.0 NAVD 1988 has been adopted in this part of the City by the Governor by Executive Order in January 2013 and therefore must be adhered to until FEMA finalizes the Flood elevations for the City. The city's current ordinance requires that the lowest structural floor member to be 1 foot above ABFE which would require the first floor to be placed at approximately elevation 14.0. Flood Elevations for the Lowest Occupied



Floor should also be called out on the plans. The ground floor elevation is called out on plan sheet Z2.1 as 11.44 this is less than the ABFE which is 12.0. The City Zoning officer has indicated that, due to the nature of the changes, this floor can remain at elevation 11.44.

Addressed.

4. Please provide an elevation certification with application to verify flooding jurisdiction.
Addressed.
5. The Site appears to be below the Base Flood Elevation. Due to this fact, the applicant must comply with all the State (NJDEP), Federal (FEMA) and Local regulations. Specifically Chapter 104-17 of the Hoboken Ordinances and NJAC 7:13. **Addressed with the City Flood Plain Manager.**
6. The applicant shows new lighting on the front of the building. Details must be provided showing type and wattage with isolux intensities shown on the plan. The mounted height of fixtures should be depicted on the plans. The lighting intensities shown on the plans shows 0.3 fc on the sidewalk, this is not bright enough for a pedestrian sidewalk. If the applicants architect feels that the street light provides a safe level of illumination a note should be added to the plans indicating this.
Addressed.
7. The applicant proposes to replace the existing sidewalk but is proposing to keep the existing curb. Comment 12 of my December 2, 2014 review indicated that the curb and sidewalk should be replaced. The curb is partly concrete and partly bluestone. The bluestone curb on the north end is broken and should be replaced. The existing curbs to the north and south are concrete and leaving a 5 foot section of bluestone does would be inconsistent with the properties on both sides of the applicant's property. **Addressed.**
8. A full depth pavement repair strip and utility trench detail in accordance with City Standards should be shown on the site plan for all underground utility connections. If new utility connections are proposed a utility trench detail should be shown on the site plans. **Addressed.**
9. Please remove all proposed changes from the survey included in the plan set. All proposed work must be shown in a complete site plan that shows the proposed building and street changes.
Addressed.

In addition to the items listed above, the following documents should be provided to the City Zoning Officer prior to issuing a Construction Permit;

1. An Individual Flood Hazard Area Permit or jurisdictional determination from NJDEP for proposed buildings below the Advisory Base Flood Elevation. **Addressed through the City Flood Plain Manager.**
2. The applicant must provide proof of will serve letters from the applicable public and private utility companies. **Addressed.**

Resolution conditions not addressed;

1. Item 6 has not been addressed: The applicant is to plant a street tree, unless the Shade Tree Commission determines that a tree cannot be planted in this location. If the shade tree commission has indicated that a tree is not advisable in this area, a copy of the letter from the shade tree commission should be submitted to the board. **Addressed. The applicant has added a street to their plans and will confirm the type and size with the shade tree commission.**



Public Improvements, Bonds, and Escrow

1. The following references On and Off Tract Improvements in the City of Hoboken:
 - a. §196-63.1 (A) of the City of Hoboken Code states that "where the agency having jurisdiction determines that off-tract improvements are necessary for the proper development and use of the proposed site or subdivision and the surrounding area, it may require either that such off-tract improvements be installed or that the developer contribute to the installation of such off-tract improvements."
 - b. Section 40:55D-35 of the Municipal Land Use Law regarding Off-Tract improvements states that "Before any such permit shall be issued, such street shall have been certified to be suitably improved to the satisfaction of the governing body or such suitable improvement shall have been assured by means of a performance guarantee in accordance with standards and specifications for road improvements approved by the governing body."

The applicant has addressed all items in the engineering memos and the resolution conditions.

If you have any questions, please do not hesitate to contact me.

Sincerely,

H2M ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Jeffrey C. Marsden', is written over a horizontal line.

Jeffrey C. Marsden, P.E., P.P., C.M.E.
Civil Department Manager

JCM:afw

- c: Pat Carcone – email only
Ann Holtzman – email only
Eileen Banyra – email only
Dennis Galvin, Esq.
Stephen Spector, Esq. Attorney
Jeffrey and Paulette Dworzanski - Applicant



architects + engineers

119 Cherry Hill Road, Ste 200 tel 862.207.5900
 Parsippany, NJ 07054 fax 973.334.0507

**ENGINEERING COST OPINION
 PERFORMANCE BOND ESTIMATE**

Property Address
 153 3rd Street, Hoboken NJ

Date: 5/4/2015

H2M Project No.
 HOBZ-1426

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Concrete Sidewalk 4" Thick	28.8	SY	\$ 55.00	\$ 1,584.00
2	9"x18" Concrete Vert. Curb	20	LF	\$ 35.00	\$ 700.00
3	Shade Tree 3" Cal	1	UN	\$ 550.00	\$ 550.00
4	Sawcutting	106	LF	\$ 3.50	\$ 371.00
5	HMA Surface Crs. 9.5M64 2" Thick (Serv. Lat)	2.5	Ton	\$ 100.00	\$ 250.00
6	HMA Base Crs 19M64 6"Thick (Serv Lat)	7.7	Ton	\$ 90.00	\$ 693.00
7	4"DGA Pavement Repair (Service Lat)	22	SY	\$ 3.50	\$ 77.00
8	Tree Grate	1	UN	\$ 1,300.00	\$ 1,300.00
				Subtotal:	\$ 5,525.00
				Performance Guarantee at 120% Subtotal:	\$ 6,630.00
				Engineering Inspection Escrow greater of 5% construction cost or \$500:	\$ 500.00

Project Development Municipal Pavement Contribution - Roadway Half Width

Roadway Information

Width 28
 Length 20

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Milling 2"-3"	31	SY	\$ 6.00	\$ 186.00
2	HMA Surface Crs. 9.5M64 2" Thick	4	Ton	\$ 100.00	\$ 370.00
				Total Contribution:	\$ 556.00


 Jeffrey C. Marsden P.E. NJ 32461

RESOLUTION OF APPROVAL

APPLICATION OF JEFFREY AND PAULETTE DWORZANSKI

IN THE MATTER OF : ZONING BOARD OF ADJUSTMENT
JEFFREY AND PAULETTE : CITY OF HOBOKEN
DWORZANSKI : BLOCK 189, LOT 26.1
: 153 3RD STREET

WHEREAS, Jeffrey and Paulette Dworzanski have requested variances pursuant to N.J.S.A. 40:55D-70(c)(1) and (c)(2). The applicant is seeking approval for the expansion of a structure on a non-conforming lot with the intent to construct a vertical addition to the existing structure on the property located at Block 189, Lot 26.1, on the tax map of the City of Hoboken, being commonly known as 153 3rd Street, Hoboken, New Jersey and said premises being in the R-1 Zone; and

WHEREAS, the Board held a public hearing on said application on December 9, 2014; and

WHEREAS, the applicant has provided adequate notice of the application and the hearing in accordance with N.J.S.A. 40:55D-12; and

WHEREAS, the applicant was represented by Counsel, Stephen R. Spector, Esquire; and

WHEREAS, the Board has heard the testimony and evidence presented by the applicant, and has received comments from the public.

NOW, THEREFORE BE IT RESOLVED, that the Board of Adjustment of the City of Hoboken, County of Hudson and State of New Jersey, made the following findings of fact:

1. The Board found the application complete.
2. According to the application, the applicant is seeking the following variances:
 - A. For an expansion of a non-conforming structure as the applicant is adding a story to create a 3-story building, whereas only 2-stories are permitted.
 - B. For a front yard setback of 0 feet, whereas 5-10 feet is required.

- F. The proposed 3-story building will be consistent with the rest of the block and there will not be any negative impacts.
 - G. The applicant agreed to plant a street tree if it is possible.
6. Michael Caracappa, of 615 Bloomfield Street, who owns the property adjacent to the applicant, is in support of the application and stated that he thought the proposed proposal would be an improvement to the block.
 7. The Board determined that because of the undersized lot, the applicant does have a hardship in making any improvements to the functionality of the existing house.
 8. The Board found that changing the façade from a siding to a brick façade and adding an additional story will be an aesthetic improvement and found that the house will fit in with the rest of the neighborhood.
 9. The Board found that the roof deck will not have a negative impact on the neighbors as it will not be visible since there are no windows on the adjacent properties.
 10. There are no substantial negative impacts arising from this proposal because the addition to the building will not impinge on the light, air, or privacy of the surrounding property owners.
 11. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board has determined that the application has met the requirements of N.J.S.A. 40:55D-7(c)(1) because the Board determined that the small lot is a hardship for the applicant. The addition will improve the functionality of the house as described in N.J.S.A. 40:55D-2 (a) "To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;" and

WHEREAS, the Board, after careful deliberation, found that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(2)

because the Board determined that the building will be an aesthetic improvement and will fit in with the rest of the neighborhood as described in N.J.S.A. 40:55D-2 (i) "To promote a desirable visual environment through creative development techniques and good civic design and arrangement;" and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact, provided all conditions of approval are satisfied or met; and

WHEREAS, the Board has determined that the relief sought does not impair the intent and purpose of the Master Plan or Zoning Ordinance of the City of Hoboken.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 9th day of December 2014, upon a motion made by Philip Cohen and seconded by Antonia Grana that the application of Jeffrey and Paulette Dworzanski be granted, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meeting of December 9, 2014.
2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.
3. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law, including but not limited to the Municipality's and State's affordable housing regulations; and the applicant shall comply with any requirements or conditions of such approvals or permits.
4. The applicant must comply with the Development Fee Ordinance of the City of Hoboken, if applicable, which Ordinance is intended to generate revenue to facilitate the provision of affordable housing.
5. This approval is subject to the applicant's continuing obligation to ensure that the fees generated on this application by the Board's Planner, Engineer, and Attorney are fully paid prior to the issuance of a building permit and/or the issuance of the Certificate of Occupancy.

6. The applicant is to plant a street tree, unless the Shade Tree Commission determines that a tree cannot be planted in this location.
7. Publication of a notice of this decision must be published by the applicant in one of the City's officially designated newspapers. A copy of the published notice shall be provided to the Board's Secretary no later than 30 days from the date of memorialization.

IN FAVOR: Elliot Greene; Philip Cohen; Michael DeFusco; Owen McAnuff; Carol Marsh; Diane Fizmyer Murphy;
James Aibel

OPPOSED: None

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the applicant, Zoning Officer, and Tax Office of the City of Hoboken



James Aibel, Chairman
Hoboken Zoning Board of Adjustment

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution approved December 9, 2014, and duly adopted as to form by the Zoning Board at its regular meeting on January 20, 2015.



Patricia Carcone, Secretary
Hoboken Zoning Board of Adjustment

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO PARTICIPATE IN THE SUSTANABLE JERSEY
SOLAR CHALLENGE PROGRAM**

WHEREAS, the City of Hoboken strives to build a community that is economically, environmentally, and socially sustainable; a community which will thrive well into the new century; and,

WHEREAS, the City of Hoboken wishes to support and promote sustainable community initiatives that are easy to replicate and affordable to implement; and,

WHEREAS, the State of New Jersey has been a national leader in recognizing and encouraging the use of solar energy; and,

WHEREAS, sunlight is a 100% clean and renewable source of energy and is one of the fastest growing renewable energy alternatives in the United States; and,

WHEREAS, the use of solar energy is one of the most impactful strategies available for reducing greenhouse gas emissions and making Hoboken's energy supply more sustainable; and,

WHEREAS, in addition to environmental value, solar energy brings numerous economic, social, and health benefits, as well as the creation of local jobs; and,

WHEREAS, the United States Department of Energy's SunShot Initiative supports the development and deployment of online solar marketplaces, including EnergySage; and,

WHEREAS, the EnergySage interactive web-based marketing platform can bring residents and businesses in Hoboken together with multiple solar installers, providing an opportunity for comparison shopping for solar installations; and,

WHEREAS, Sustainable Jersey partnered with EnergySage to create the Sustainable Jersey Solar Challenge and has invited municipalities to participate in this program, which will provide support in developing and promoting a solar energy outreach campaign in Hoboken.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, resolves as follows:

1. The City of Hoboken does hereby agree to participate in the Sustainable Jersey Solar Challenge program if selected to participate; and,
2. The City of Hoboken will provide one (1) mailing to residents and businesses in Hoboken regarding the Sustainable Jersey Solar Challenge if selected; and,

3. The City of Hoboken authorizes Jennifer Gonzalez, Principal Planner, to serve as the staff liaison for the Sustainable Jersey Solar Challenge for the duration of the local campaign; and,
4. The City of Hoboken recognizes the Hoboken Green Team as the Local Campaign Team for the Sustainable Jersey Solar Challenge; and,
5. The City of Hoboken approves the attached application to participate in the Sustainable Jersey Solar Challenge program; and,
6. This Resolution shall be effective immediately.

MEETING DATE: September 7, 2016

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

APPROVED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Brian Aloia, Esq.
Corporation Counsel



SUSTAINABLE JERSEY SOLAR CHALLENGE

Join the Sustainable Jersey Solar Challenge

Sustainable Jersey is partnering with EnergySage to invite municipalities to participate in a new program to promote adoption of solar energy in their communities. The Sustainable Jersey Solar Challenge is designed to provide a simple, cost effective way for municipalities to engage homeowners and small businesses in adopting solar. The eight-month community-led program takes advantage of an online marketplace and a suite of locally-branded social media marketing tools to spread the word in the community about solar.

The Solar Challenge takes advantage of Sustainable Jersey's partnership with EnergySage, an online solar marketplace developed with the support of the U.S. Department of Energy. The EnergySage web-based interface offers consumers online comparison-shopping, providing an experience similar to buying an auto online. Because the online solar marketplace is open to all solar vendors who meet the EnergySage vetting criteria, consumers have access to multiple high quality contractors. More information about EnergySage is available [here](#).

Participating communities will be featured on the Sustainable Jersey Solar Challenge website, which will track the number of solar installation contracts that have been executed by local homeowners and businesses through the online marketplace. The program will run from October 2016 through May 2017. The community with the highest number of signed contracts for solar installations by the conclusion of the program (based proportionally on number of households and businesses in each community) will win a \$10,000 award that can be used for an energy related project in their community.

Benefits of Participation

Participating communities in the Solar Challenge receive:

- A \$3,000 grant and technical support to set up a local Solar Challenge
- A custom online solar marketplace dedicated to each community and its local program
- Pre-designed customizable marketing materials (email templates, brochures)
- Opportunity to earn Sustainable Jersey points toward certification
- Eligibility to win a \$10,000 award for the local Solar Challenge campaign that achieves the highest number of solar contracts
- The satisfaction of knowing the community did something to combat climate change while making it easier for members of the community to get solar power

Application Information

Ten municipalities will be selected to participate in the Sustainable Jersey Solar Challenge to compete for the \$10,000 award. Local Solar Challenge Campaigns will launch in October 2016 and run through May 2017.

Application Deadline: Friday, August 26, 2016 at 11:59pm

- Application & Information Packet

Recipient Announcement Date: September 2, 2016

INFORMATIONAL WEBINAR

An informational webinar was held July 20 to learn more about the program and how to apply. You can access the recording and presentations [HERE](#).

Technical Support

Questions regarding this opportunity should be directed to Nancy Quirk at quirkn@tcnj.edu or 609-771-2902. We encourage you to reach out with questions and will be available to help with **all phases** of the application process.

This opportunity is in partnership with:



SPONSORED BY: _____

SECONDED BY: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND EMPIRE DEVELOPMENT GROUP, OWNER OF BLOCK 189 LOT 39 (A/K/A 208 BLOOMFIELD STREET), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and,

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and,

WHEREAS, the City of Hoboken and the City Council, by resolution, provide for the issuance of license agreements for the aforementioned purpose; and,

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to Empire Development Group, owner of Block 189 Lot 39, more commonly known as 208 Bloomfield Street, Hoboken, represented by David Goldberg, such a license.

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

- 1) Approval of the attached License Agreement between the City of Hoboken and Empire Development Group, owner of Block 189 Lot 39, more commonly known as 208 Bloomfield Street, shall be subject and limited to the details and specifications included in the attached Application, and Minervini Vandermark Architecture drawings (3 pages dated 08/02/2016), and Minervini Vandermark Architecture written description of the proposed encroachment (2 pages dated 08/18/2016); and,
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and,
- 3) This resolution shall become effective immediately upon adoption.

Meeting Date: September 7, 2016

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:

APPROVED AS TO FORM:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

**BRIAN ALOIA, ESQ.
CORPORATION COUNSEL**

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2016, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **EMPIRE DEVELOPMENT GROUP**, owner of Block 189 Lot 39, more commonly known as 208 Bloomfield Street, Hoboken, NJ 07030, represented by David Goldberg (hereinafter referred to as the “**LICENSEE**”).

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Bloomfield Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR’s property for the purpose of constructing planting beds, a waste collection enclosure, courtyard fence and window canopy over the public right-of-way fronting onto Bloomfield Street; and

WHEREAS, the area of encroachment along Bloomfield Street is consistent with the encroachments of adjacent properties and will leave not less than 4 feet 2 inches of sidewalk unobstructed for pedestrian egress along the block frontage; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any unconcealed waste receptacles or other personal property and shall maintain the public sidewalk and shade tree and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 189 Lot 39, to construct planting beds, a waste collection enclosure, courtyard fence and window canopy over the public right-of-way adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.
- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the County of Hudson and/or Hudson County Planning Board, when applicable, the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Empire Development Group, owner in fee of Block 189 Lot 39, more commonly known as 208 Bloomfield Street, Hoboken, NJ, represented by David Goldberg.

Signed: _____

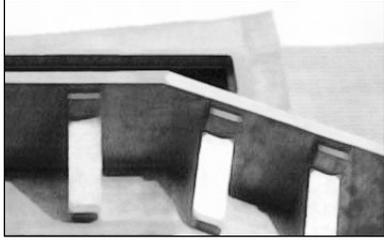
Printed: _____,
David Goldberg representing Empire Development Group
Owner of 208 Bloomfield Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS



Minervini Vandermark Architecture

360 Fourteenth Street
Hoboken, New Jersey 07030
T 201-386-0637
F 201-386-0628
www.mvarchitecture.com

August 18rd, 2016

City Council
City of Hoboken
City Hall, 94 Washington Street
Hoboken, NJ 07030

Re: 208 Bloomfield Street,
Block 189, Lot 39
Hoboken, NJ

Section D - Continue

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

At the 2nd floor, at 9' above street level, from south end of east property line there is no encroachment for 9'-5", then the encroachment extends 2'-0" into the R.O.W. it continues for 10'-7" and turns back to the east property line. At the fifth floor, at 39' above street level, from south end of east property line there is no encroachment for 2'-8", then the encroachment extends 1'-0" into the R.O.W. and continues for 6'-9" and turns back to the east property line followed by no encroachment for 10'-7" .
Canopies height is 12" and will be clad with copper.

A wood shed that measures 65" x 38" x 53" (W X D X H) is located at the south end of the east property line at 3'-0" offset from the east property line and extends 65", continues for 38"

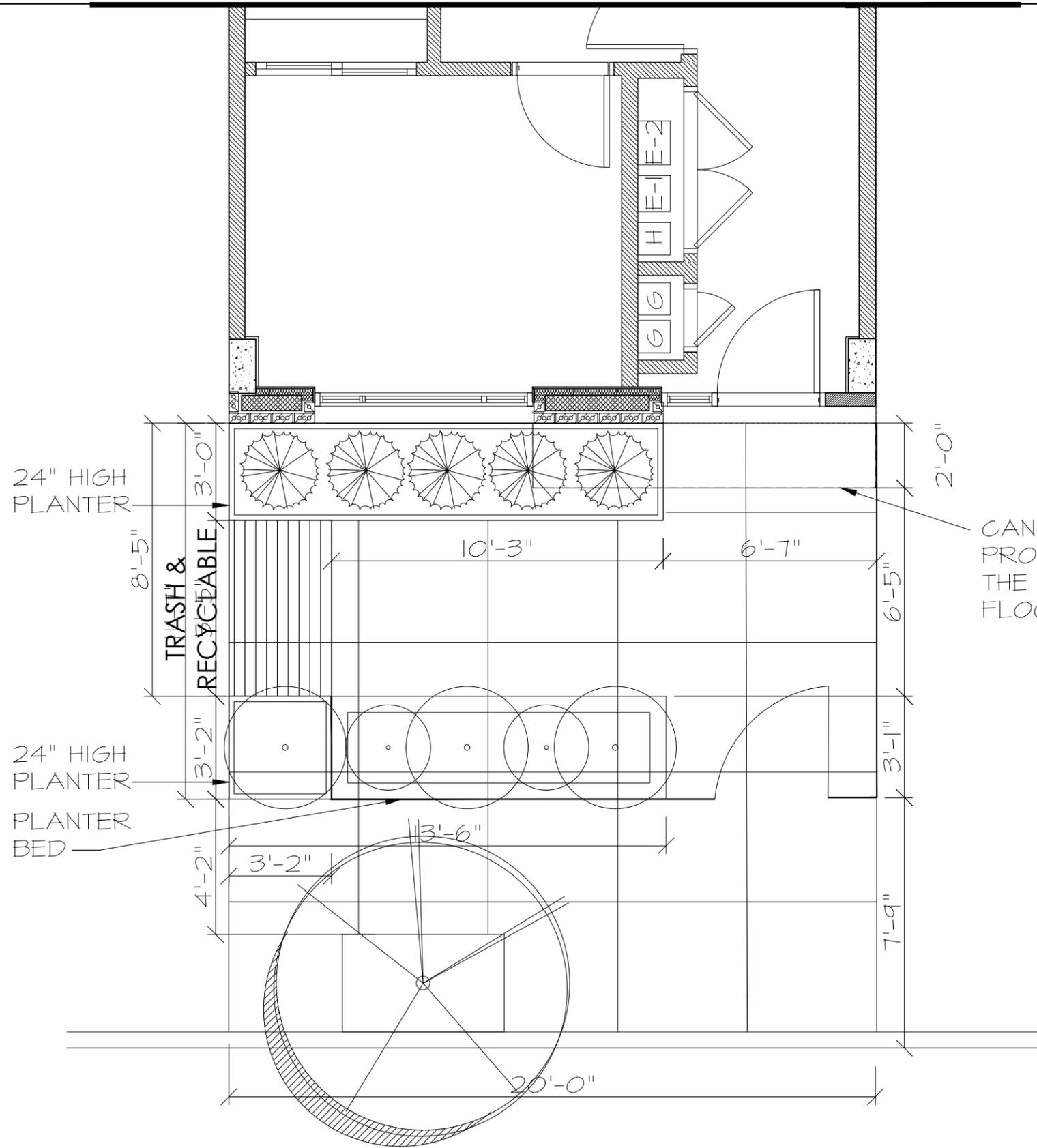
Proposed planters at the grade level located in front of the building's façade starts at the south end of the east property line and extends for 3'-0" into the R.O.W. Continues for 13'-4" and goes back to the property line.

Proposed planters off of the building is offset 8'-5" from the east property line and is 3'-2" deep, continues for for 13'-4" .
Proposed planters align with the adjacent building's fence and are on the existing fence footprint.

The building has a green roof and a stormwater detention tank.

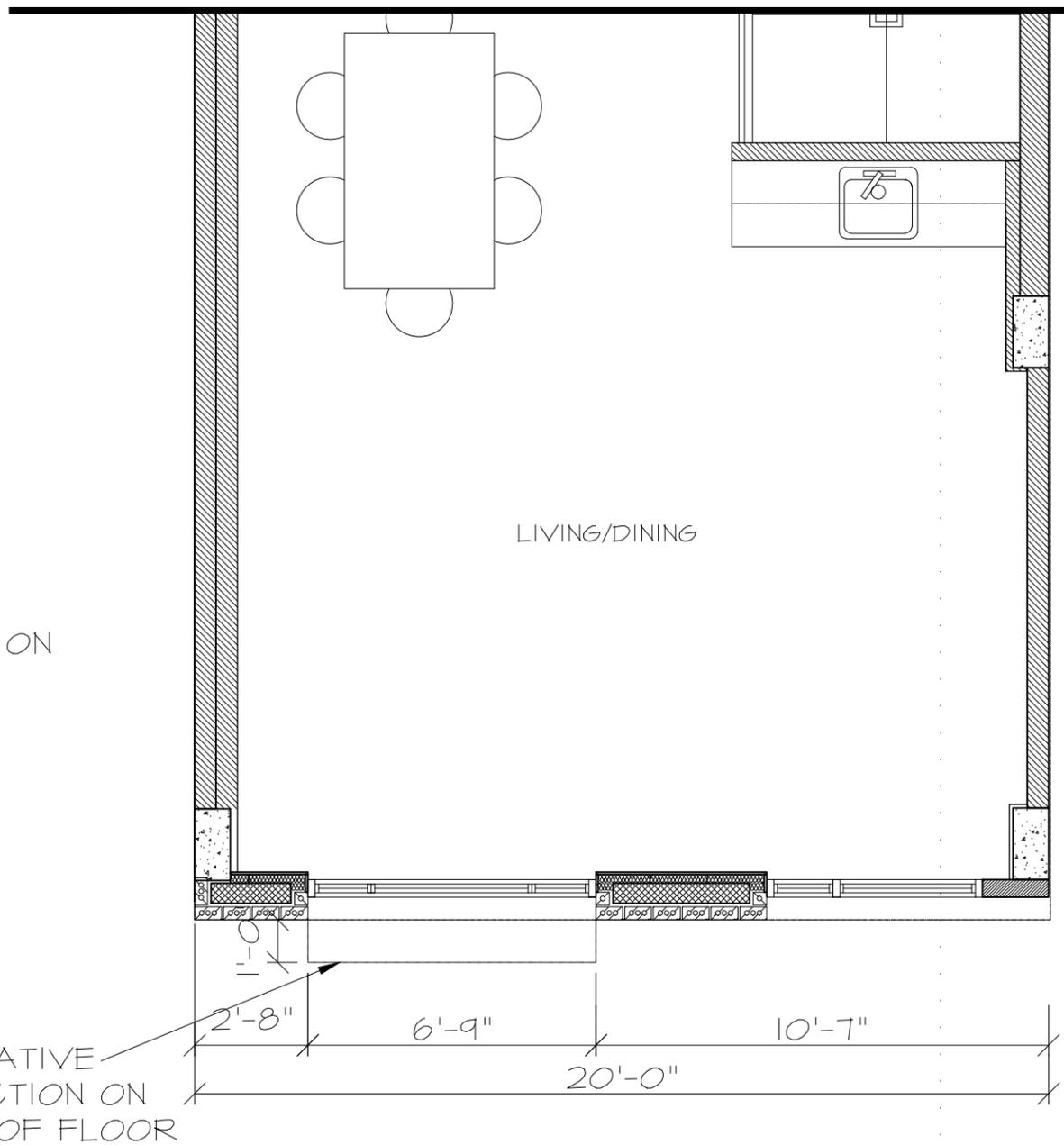
End of report.
Thank you,

Frank J. Minervini, AIA – Principal – Minervini Vandermark Architecture



1ST FLOOR (PARTIAL)

SCALE 1/4" = 1'-0"



4th FLOORS (PARTIAL)

SCALE 1/4" = 1'-0"

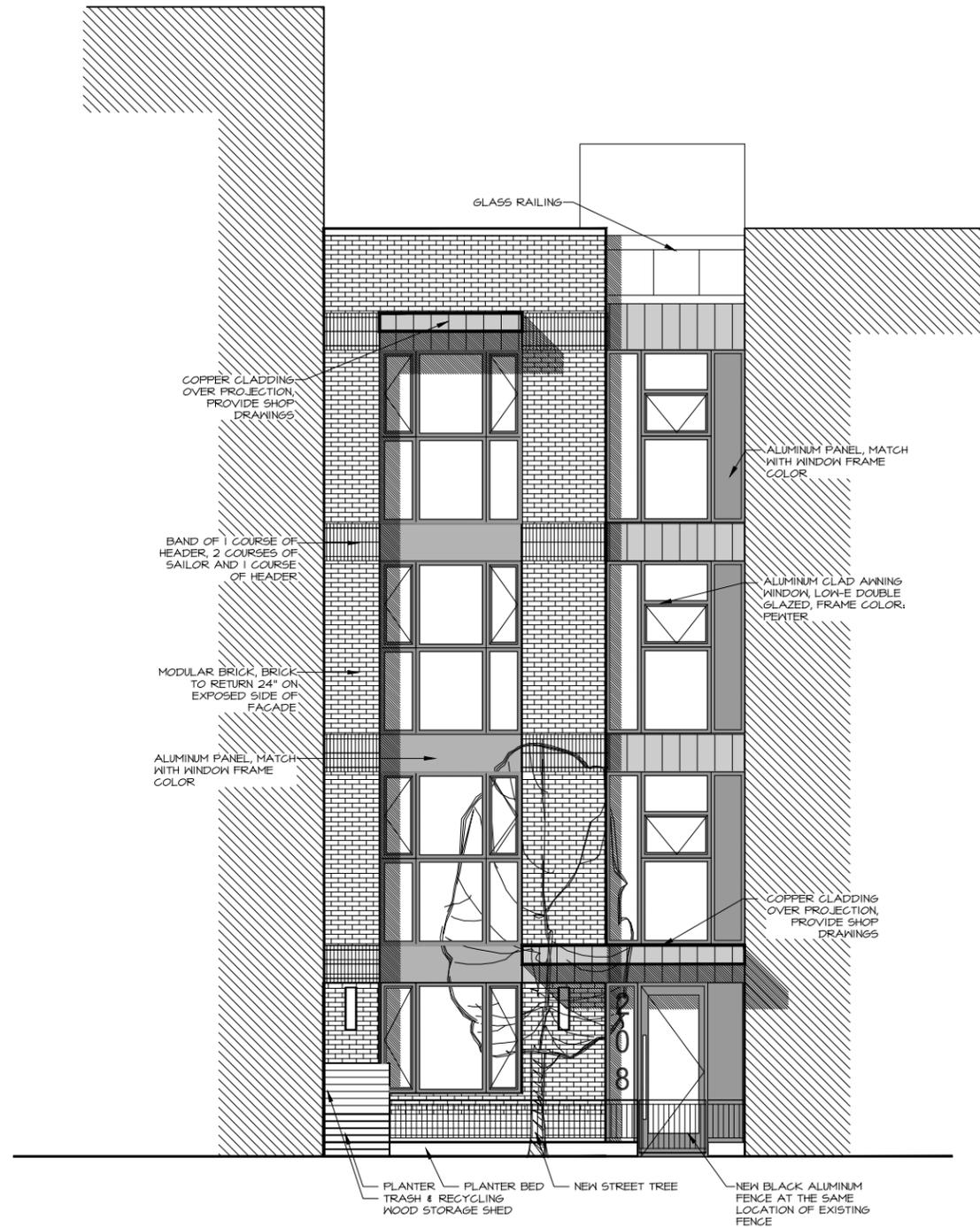


Minervini Vandermark
Architecture
360 Fourteenth Street,
Hoboken, NJ 07030
P - 201-386-0637 - F - 201-386-0628
Email - info@mvarchitecture.com

208 BLOOMFIELD STREET
HOBOKEN, NEW JERSEY 07030

Date: 08/02/16
Project #: 16-1288
Drawn by: MS
Frank J. Minervini, AIA
NJ License #12576
Anthony C. Vandermark, Jr., AIA
NJ License #17698





BLOOMFIELD STREET FACADE

SCALE 1/8" = 1'-0"

1/8" = 1'-0" SCALE

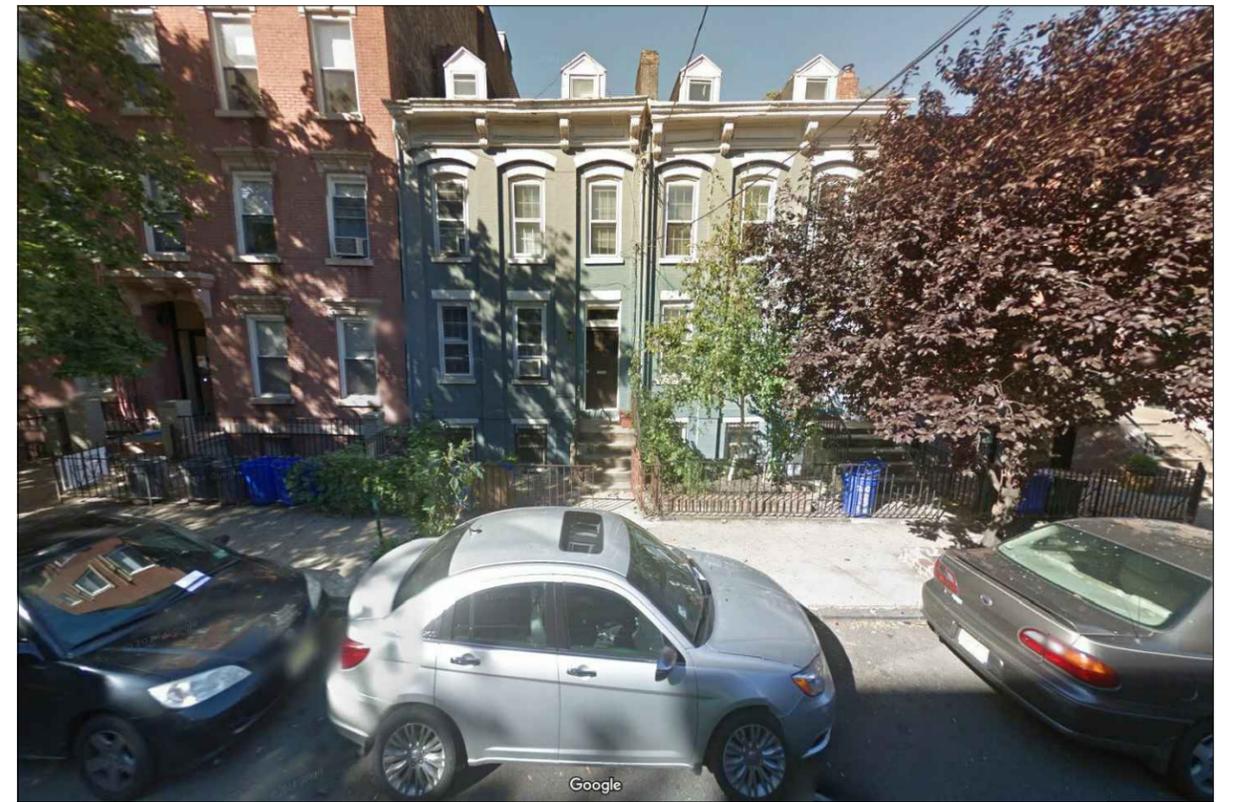
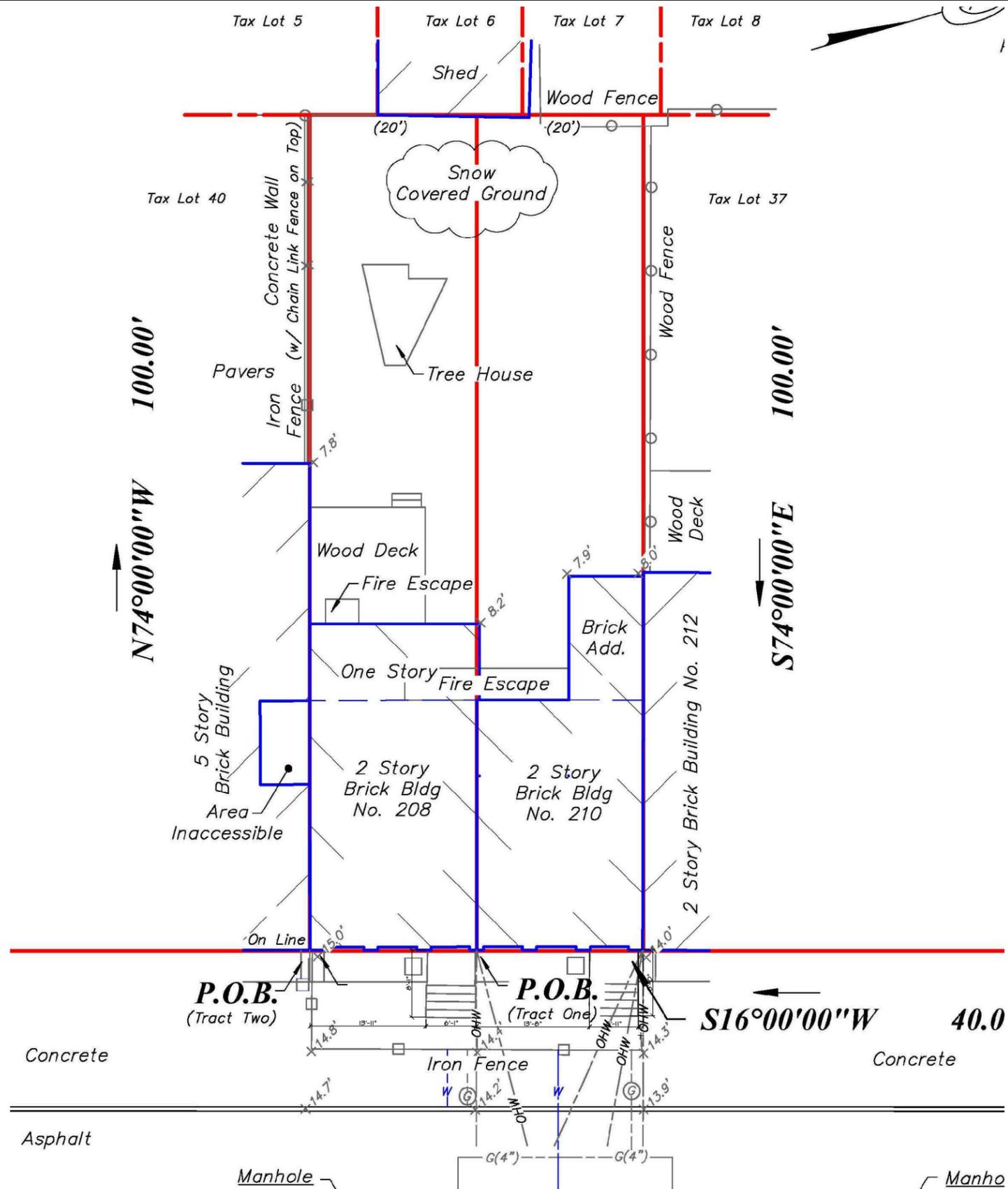


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360 Fourteenth Street,
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208 BLOOMFIELD STREET
HOBOKEN, NEW JERSEY 07030

Date: 08/02/16
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Frank J. Minervini, AIA
NJ License #12576
Anthony C. Vandermark, Jr. AIA
NJ License #17698





SURVEY

SCALE 1/16" = 1'-0"

1/16" = 1'-0" SCALE



Minervini Vandermark
 Architecture
 360 Fourteenth Street,
 Hoboken, NJ 07030
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208 BLOOMFIELD STREET
 HOBOKEN, NEW JERSEY 07030

Date: 08/02/16
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 NJ License #17698

Minervini Vandermark Architecture





APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

208 BLOOMFIELD STREET

Block: 189

Lot(s): 39

CITY OF HOBOKEN

Dawn Zimmer, Mayor

94 Washington Street
Hoboken, NJ 07030

Date Received:

Applicant: (If applicant is an LLC, a Corporate Disclosure Statement must be filed as an attachment to this document.)

EMPIRE DEVELOPMENT GROUP

Address:

735 GARDEN STREET #1

Phone: 914-393-1111

e-mail: edghomes@gmail.com

Owner (if other than Applicant):

Address:

Phone:

e-mail:

- A. Does the proposed work increase an existing encroachment of the public right-of-way: Yes No
- B. The proposed right-of-way improvements are:
1. Stand-alone (not associated with other work) 2. Part of a new construction project. 3. Part of a renovation project.

C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):

1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).
2. Photographs of the existing ROW condition.
3. Architectural drawings including the following details:
- a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
 - b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
 - c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.
4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.
5. Metes and bounds description of the proposed area of encroachment.
6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

See attached document

E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

The construction of canopies and planters that enhance the look of a building are encouraged by the City of Hoboken Ordinance. The proposed canopies are consistent with this and with Hoboken precedents.

Applicant's signature

Date

SPONSORED BY: _____

SECONDED BY: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND EMPIRE DEVELOPMENT GROUP, OWNER OF BLOCK 189 LOT 38 (A/K/A 210 BLOOMFIELD STREET), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and,

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and,

WHEREAS, the City of Hoboken and the City Council, by resolution, provide for the issuance of license agreements for the aforementioned purpose; and,

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to Empire Development Group, owner of Block 189 Lot 38, more commonly known as 210 Bloomfield Street, Hoboken, represented by David Goldberg, such a license.

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

- 1) Approval of the attached License Agreement between the City of Hoboken and Empire Development Group, owner of Block 189 Lot 38, more commonly known as 210 Bloomfield Street, shall be subject and limited to the details and specifications included in the attached Application, and Minervini Vandermark Architecture drawings (3 pages dated 08/02/2016), and Minervini Vandermark Architecture written description of the proposed encroachment (2 pages dated 08/18/2016);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately upon adoption.

Meeting Date: September 7, 2016

Councilperson	Yea	Nay	Abstain/Prese nt	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffanie Fisher				
David Mello				

Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

APPROVED:

APPROVED AS TO FORM:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

**BRIAN ALOIA
CORPORATION COUNSEL, ESQ.**

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2016, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **EMPIRE DEVELOPMENT GROUP**, owner of Block 189 Lot 38, more commonly known as 210 Bloomfield Street, Hoboken, NJ 07030, represented by David Goldberg (hereinafter referred to as the “**LICENSEE**”).

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Bloomfield Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR’s property for the purpose of constructing planting beds, a waste collection enclosure, courtyard fence and window canopy over the public right-of-way fronting onto Bloomfield Street; and

WHEREAS, the area of encroachment along Bloomfield Street is consistent with the encroachments of adjacent properties and will leave not less than 4 feet 2 inches of sidewalk unobstructed for pedestrian egress along the block frontage; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any unconcealed waste receptacles or other personal property and shall maintain the public sidewalk and shade tree and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 189 Lot 38, to construct planting beds, a waste collection enclosure, courtyard fence and window canopy over the public right-of-way adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.
- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the County of Hudson and/or Hudson County Planning Board, when applicable, the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Empire Development Group, owner in fee of Block 189 Lot 38, more commonly known as 210 Bloomfield Street, Hoboken, NJ, represented by David Goldberg.

Signed: _____

Printed: _____,
David Goldberg representing Empire Development Group
Owner of 210 Bloomfield Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

210 BLOOMFIELD STREET

Block: 189

Lot(s): 38

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Applicant: (if applicant is an LLC, a Corporate Disclosure Statement must be filed as an attachment to this document.)

EMPIRE DEVELOPMENT GROUP

Owner (if other than Applicant):

Address:

735 GARDEN STREET #1

Address:

Date Received:

Phone: 914-393-1111

Phone:

e-mail: edghomes@gmail.com

e-mail:

- A. Does the proposed work increase an existing encroachment of the public right-of-way: Yes No
- B. The proposed right-of-way improvements are:
1. Stand-alone (not associated with other work) 2. Part of a new construction project. 3. Part of a renovation project.
- C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):
- 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).
 - 2. Photographs of the existing ROW condition.
 - 3. Architectural drawings including the following details:
 - a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
 - b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
 - c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.
 - 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.
 - 5. Metes and bounds description of the proposed area of encroachment.
 - 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

See attached document

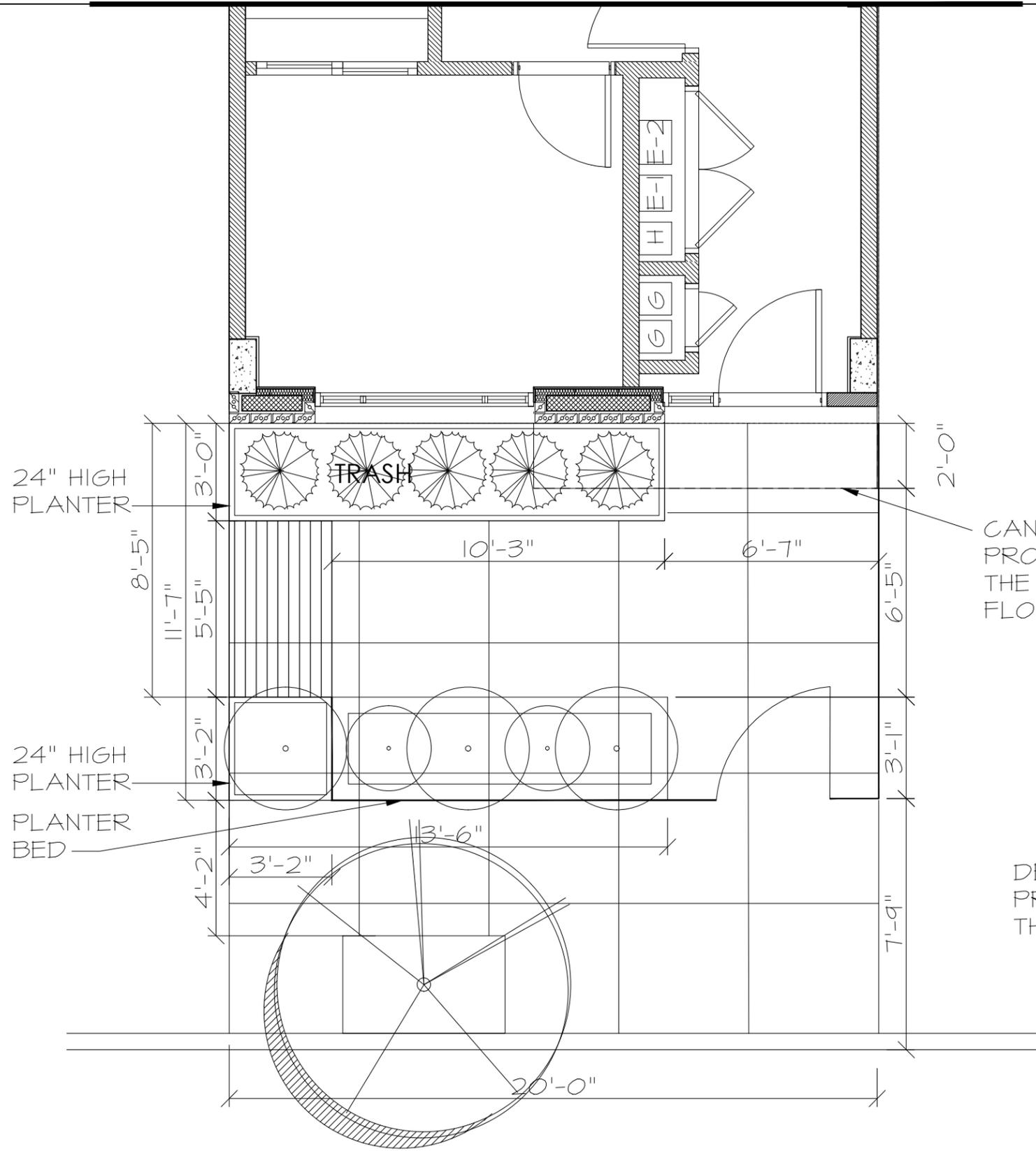
E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

The construction of canopies and planters that enhance the look of a building are encouraged by the City of Hoboken Ordinance. The proposed canopies are consistent with this and with Hoboken precedents.

Applicant's signature

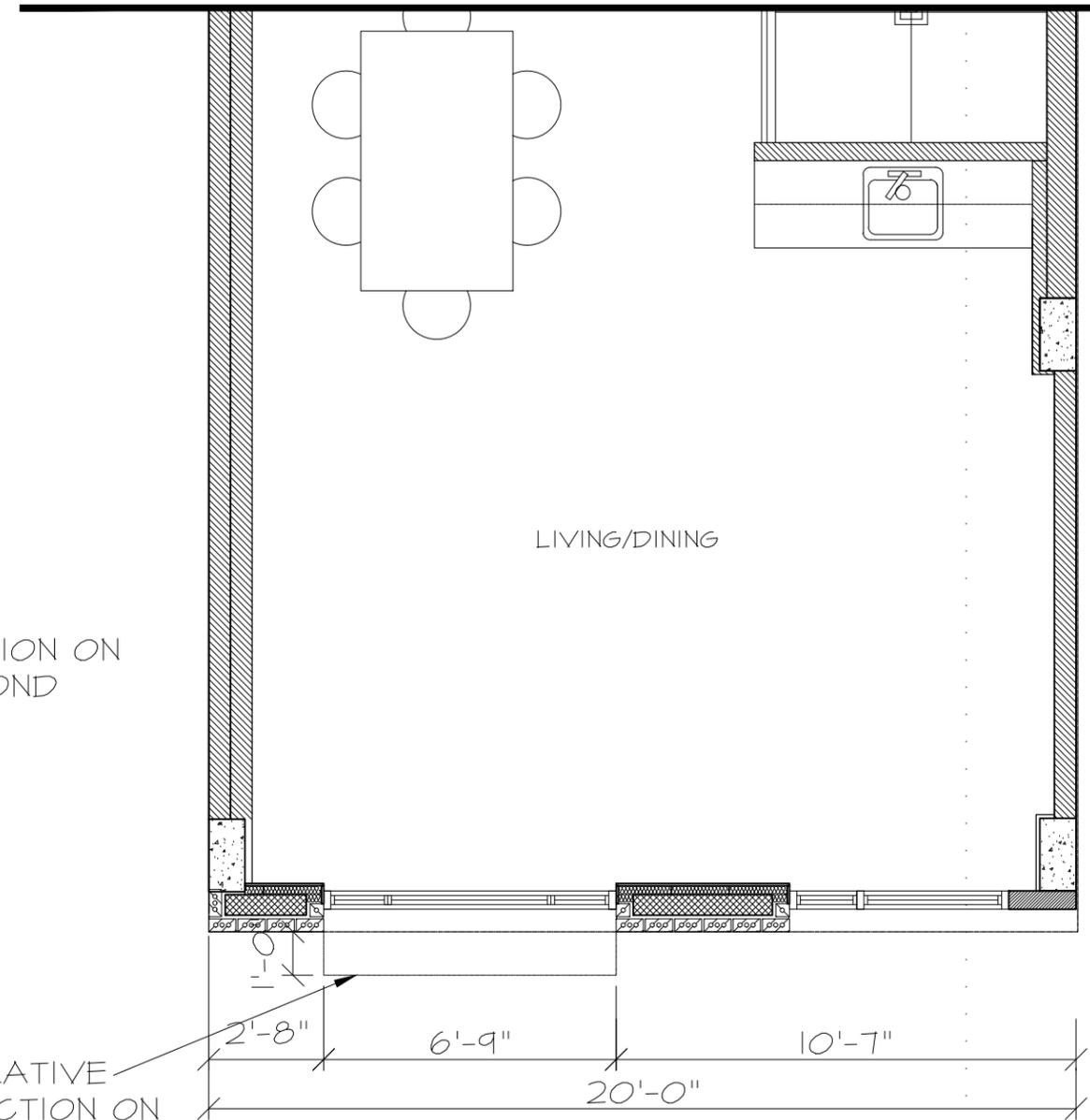
Date

FORM No: H.ROW.5.17.16



1ST FLOOR (PARTIAL)

SCALE 1/4" = 1'-0"



4th FLOORS (PARTIAL)

SCALE 1/4" = 1'-0"

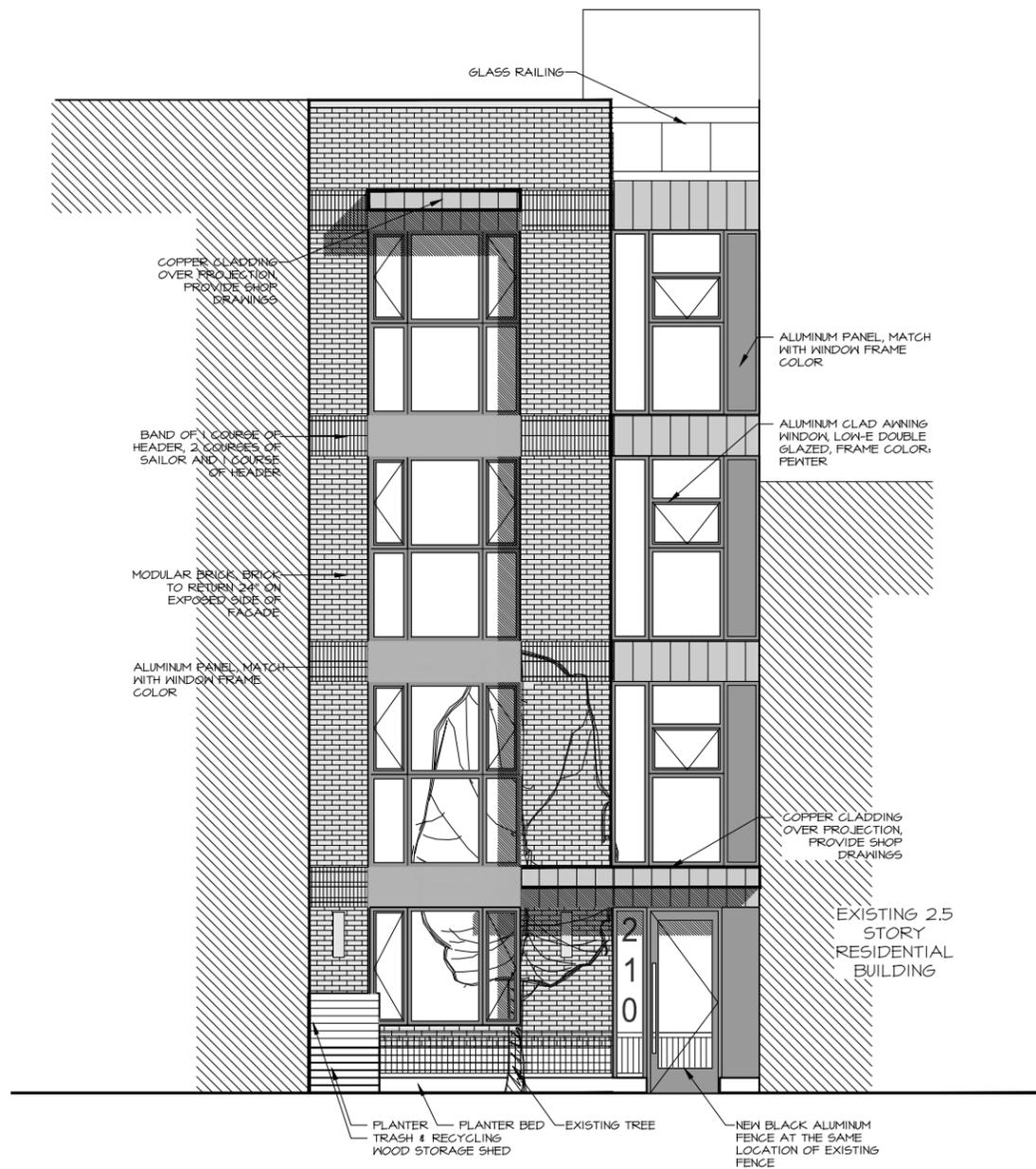


Minervini Vandemark
Architecture
360 Fourteenth Street,
Hoboken, NJ 07030
P - 201-386-0637 - F - 201-386-0628
Email - info@mvarchitecture.com

210 BLOOMFIELD STREET
HOBOKEN, NEW JERSEY 07030

Date: 08/02/16
Project #: 16-1288
Drawn by: MS
Frank J. Minervini, AIA
NJ License #12576
Anthony C. Vandemark, Jr. AIA
NJ License #17698





BLOOMFIELD STREET FACADE

SCALE 1/8" = 1'-0"

1/8" = 1'-0" SCALE



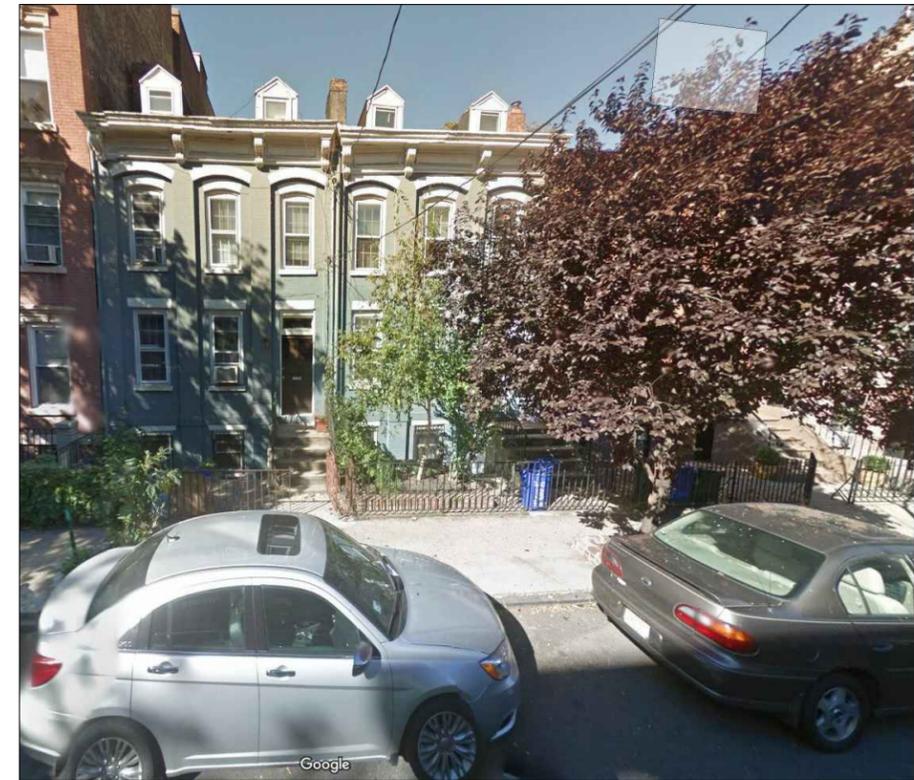
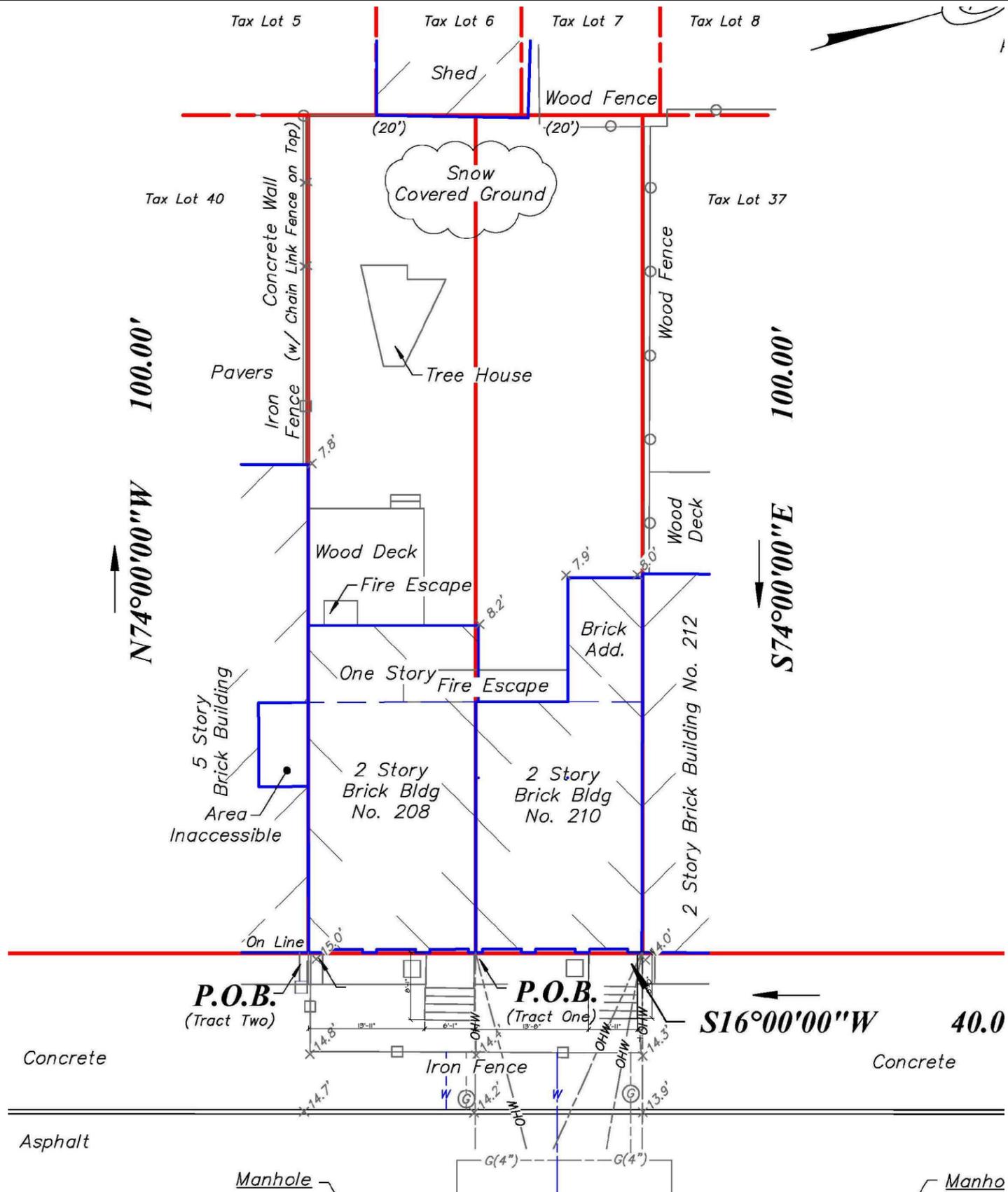
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NJ License #17698





SURVEY

SCALE 1/16" = 1'-0"

1/16" = 1'-0" SCALE



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 NJ License #12576
 Anthony C. Vandermark, Jr. AIA
 NJ License #17698



INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDED CHANGE ORDER TO THE CONTRACT WITH FLANAGAN'S CONTRACTING GROUP FOR HOBOKEN BLOCK 12 PARK (BID NO. 16-03), FOR CHANGE ORDERS #3 AND #7, IN AN INCREASED AMOUNT NOT TO EXCEED \$49,592.40, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$4,957,159.90.

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract to Flanagan's Contracting Group for the Hoboken Block 12 Park Project (Bid No. 16-03); and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to Award Change Orders #3 and #7 to the contract for Hoboken Block 12 Park Project to Flanagan's Contracting Group, Inc. as delineated in the attached Contract Modification Proposals prepared by Suburban Consulting, for a total increase in the contract amount of **Forty Nine Thousand Five Hundred Ninety Two Dollars and Forty Cents (\$49,592.40)**, for a total amended not to exceed amount of **Four Million Nine Hundred Fifty Seven Thousand One Hundred Fifty Nine Dollars and Ninety Cents (\$4,957,159.90)**.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that Change Order One for contract modifications #3 and #7 shall be awarded as delineated above in the amount of **Forty Nine Thousand Five Hundred Ninety Two Dollars and Forty Cents (\$49,592.40)** in accordance with Suburban Consulting's Contract Modification Proposals attached hereto, and:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals 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: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

QUENTIN WIEST

BRIAN ALOIA, ESQ.

BUSINESS ADMINISTRATOR

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 AWARDING CHANGE ORDER ONE TO THE CONTRACT TO FLANAGAN’S CONTRACTING GROUP FOR HOBOKEN BLOCK 12 PARK (BID NO. 16-03), AS CHANGE ORDERS NUMBER 3 AND 7, IN AN INCREASED AMOUNT NOT TO EXCEED \$49,592.40 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$4,957,159.90.

AMOUNT TO BE CERTIFIED:

\$49,592.40

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$49,592.40 is available in the following appropriation: C-04-60-715-311; 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

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Suburban Consulting	2. PROJECT NO. Bid 16-03	3. CONTRACT NO.	4. MODIFICATION NO. 7	
5. TO (CONTRACTOR) Flanagans Contracting Group Inc. 90 Old Camplain Rd, Hillsborough NJ 08844		6. PROJECT LOCATION AND DESCRIPTION Hoboken Southwest Block 12 Park 57 Harrison St, Hoboken New Jersey		
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).				
_____	_____	_____	_____	
Date	Type Name and Title	Signature		
8. DESCRIPTION OF CHANGE: <i>Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</i>				
<p>A monitoring well was discovered on the site during demolition operations. It was found to be from a 2015 study for the New Jersey Department of Enviromental Protection for monitoring flood and water allocation. This was installed after the survey for the project. Once confirmed it was no longer needed, a licensed well contractor remover the well.</p>				
As a result of the above, the contract price is revised as follows:				
<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL COST</u>
TOTAL COST OF THIS MODIFICATION \$ <u>729.30</u>				
The contract time is hereby: <i>increase</i> <input checked="" type="checkbox"/> <i>decrease</i> <input type="checkbox"/> or <i>remains the same</i> <input type="checkbox"/> by _____ calendar days as a result of this modification.				
The foregoing modification is hereby accepted:				
_____	_____	(NJPE SEAL)	_____	
CONTRACTOR	OWNER		ENGINEER	
BY: _____	BY: _____	BY: _____		
DATE: _____	DATE: _____	DATE: _____		
APPROVAL:				
_____		_____		
STATE OF NEW JERSEY		DATE		

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Suburban Consulting	10. PROJECT NO. Bid No. 16-03	11. CONTRACT NO.	12. MODIFICATION NO. 7
13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
<p>(Proposed)</p> <p style="text-align: center; margin-top: 50px;">See attached</p>			
NET INCREASE \$ <u>729.30</u>	NET DECREASE \$ _____	CALENDER DAYS INCREASE <u>0</u> DAYS	
DATE:	TYPE NAME AND TITLE:	SIGNATURE:	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO.	15. CONTRACT NO.	16. MODIFICATION NO.						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 55%; padding: 2px;">17. ORIGINAL CONTRACT BID PRICE</td> <td style="padding: 2px;">\$ <u>4,907,567.50</u></td> </tr> <tr> <td style="padding: 2px;">TOTAL OF PREVIOUS CHANGE ORDERS</td> <td style="padding: 2px;">\$ <u>62,363.10</u></td> </tr> <tr> <td style="padding: 2px;">TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...</td> <td style="padding: 2px;">\$ <u>4,970,659.40</u></td> </tr> </table>			17. ORIGINAL CONTRACT BID PRICE	\$ <u>4,907,567.50</u>	TOTAL OF PREVIOUS CHANGE ORDERS	\$ <u>62,363.10</u>	TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...	\$ <u>4,970,659.40</u>
17. ORIGINAL CONTRACT BID PRICE	\$ <u>4,907,567.50</u>							
TOTAL OF PREVIOUS CHANGE ORDERS	\$ <u>62,363.10</u>							
TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...	\$ <u>4,970,659.40</u>							
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:								
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:								
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :								
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE:	SIGNATURE:						

C.O.#7



81A Chimney Rock Road, Bridgewater, NJ 08807
Telephone: (908) 722-4266 Toll Free: (800) 242-6648 Fax: (732) 356-1009
www.summitdrilling.com

Company: Flanagan's Contracting Group, Inc.
90 Old Camplain Road
Hillsborough, NJ 08844

Proposal No: P0006
Terms: N120
Date: 7/28/2016
Attention: Robert Flanagan
Your e-mail:
Phone No.: 908-429-1400
Office: Hillsborough, NJ

Job Site: Hoboken City

Scope:
Abandon in - place (1) 20' Deep 2" PVC Monitoring well as per N.J.A.c 7:9D regulations
Submit well decommissioning report

	Estimated Quantity	Unit	Unit Price	Extended Total
Abandon (1) 20' deep 2" PVC well and submit decommissioning report	1	Lump Sum	\$650.00	\$650.00

10% GS -
\$ 715.00
2% Bond 14.30
\$ 729.30

Approximate Total \$650.00

Summit's invoice to be paid when you receive payment from your client, but not to exceed the terms stated above. A finance charge of 1-1/2% will be applied to the unpaid balance after terms stated. In the event Summit is required to institute legal action in order to recover any monies due and owing under this agreement, it is agreed and understood that Summit will be entitled to collect reasonable attorney fees and costs of suit. The parties agree to New Jersey jurisdiction, and any applicable New Jersey Court (s) as to venue, in connection with any dispute or suit.

Daily rate subject to change for Level A, B, C protection. Client assumes all responsibility for all underground markouts. This proposal is good for 60 days.

Flanagan's Contracting Group, Inc.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and accepted. You are authorized to do the work as specified. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of acceptance: _____
Your signature: _____

Summit Drilling Co. Inc.

By

Roger Logel
rlogel@summitdrilling.com

C.O.# 7

Hoboken SW Block 12 Park
Monitoring Well Abandonment

NOC # 5

7/28/2016

Subtotal: \$ 778.64
15%: \$ 895.44
10%: \$ 984.98
Subcontractors: \$ 715.00
2% Bonding: \$ 1,733.98
Total: \$ 1,733.98

Labor	Rate	HRS	ST.
Laborer Foreman	\$ 97.33	8	\$ 778.64
Laborer	\$ 94.08	0	\$ -
Laborer Foreman Overtime	\$ 127.64	0	\$ -
Laborer Overtime	\$ 122.77	0	\$ -
Operator A Rate	\$ 116.48	0	\$ -
Operator Overtime	\$ 174.72	0	\$ -
			ST \$ 778.64

Subcontractor			
Summit Well			\$ 650.00
			ST \$ 650.00
			10%: \$ 715.00
			ST \$ 715.00

Equipment	Hours	Rate	
	0	\$ -	\$ -
			ST \$ -

Materials			
			ST \$ -

DWR
12/08

New Jersey Department of Environmental Protection
Division of Water Supply - Bureau of Water Systems and Well Permitting

WELL DECOMMISSIONING REPORT

MAIL TO: Bureau of Water Systems and Well Permitting
PO Box 426
Trenton, NJ 08625-0426

WELL PERMIT # P201000652
of well decommissioned

DATE WELL DECOMMISSIONED 5/11/2015

PROPERTY OWNER: Jersey City Redevelopment Agency

Company/Organization: Jersey City Redevelopment Agency

Mailing Address: 30 Montgomery St Jersey City NJ 07097

FACILITY/LOCATION NAME:

Location Description: 173ft North of Woodward St : 333ft South of Garfield Ave

Well Address: 75 Woodward St Jersey City NJ 07097

County: Hudson Municipality: Jersey City Lot: .2 Block: 2040

Easting (X): <u>664299</u>	Northing (Y): <u>612076</u>
(NAD 83 Horizontal Datum) NJ State Plane in US Survey Feet	
Method: <input type="checkbox"/> Survey	<input type="checkbox"/> Digital Image <input checked="" type="checkbox"/> GPS

Was a New Well Drilled? Yes No

Permit # of New Well: _____

WELL USE: monitoring Reason for Decommissioning: No longer in use

WELL DECOMMISSIONING INFORMATION

Well Depth (ft.): 14 Local ID: MW-9-1

	Depth to Top (ft.)	Depth to Bottom (ft.)	Diameter (inches)	Left in Place?	Material	Wgt./Rating or Screen Slot # (lbs/sch no.)
Borehole(s)	0	14	12			
Single/Inner Casing	0	4	4	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PVC	Sch40
Middle Casing/Tail Piece				<input type="checkbox"/> Y <input type="checkbox"/> N		
Outer Casing				<input type="checkbox"/> Y <input type="checkbox"/> N		
Screen(s)	4	14	4	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PVC	.010

MATERIALS USED TO DECOMMISSION WELL

	Depth to Top (ft.)	Depth to Bottom (ft.)	Outer Diameter (in.)	Inner Diameter (in.)	Material		
					Bentonite (lbs.)	Neat Cement (lbs.)	Water (gal.)
Grout	0	14	4	0		94	5
Gravel Pack							

Formation Type: Consolidated Unconsolidated

ADDITIONAL INFORMATION

Obstructions: Yes No

Authorization Official: _____

Obstruction Type: _____

Authorization Number: _____

Alt. Decomm. Method/Approval granted by BWSWP? Yes No

Authorization Date: _____

Method Used TREMIE

Drilling Company Name & Address: Summit Drilling Co., Inc. 81A Chimney Rock Rd. Bridgewater, NJ 08807

I certify that this well was decommissioned in accordance with N.J.A.C. 7:9D-3 et seq.

Travis Kreilick
Name Of Licensed Well Driller
Performing Work (Print or Type)

Signature of NJ Licensed Well Driller Performing Work

616894
Registration #

MONITORING WELL RECORD

PROPERTY OWNER: CITY OF HOBOKEN CITY OF HOBOKEN

Company/Organization: City of Hoboken

Address: 94 Washington St. Hoboken, New Jersey 07030

WELL LOCATION: City of Hoboken

Address: 57 Harrison Street

County: Hudson Municipality: Hoboken City Lot: 1 Block: 12

Easting (X): <u>618926</u> Northing (Y): <u>693942</u> Coordinate System: <u>NJ State Plane (NAD83) - USFEET</u>

DATE WELL STARTED: August 27, 2015

DATE WELL COMPLETED: August 27, 2015

WELL USE: MONITORING

Other Use(s): _____

Local ID: GW-1

WELL CONSTRUCTION

Total Depth Drilled (ft.): 20 Finished Well Depth (ft.): 20 Well Surface: Flush Mount

	Depth to Top (ft.)	Depth to Bottom (ft.)	Diameter (inches)	Material	Wgt/Rating/Screen # Used (lbs/ch no.)
Borehole	0	20	6		
Casing	0	5	2	PVC	Sch. 40
Screen	5	20	2	PVC	.020 Slot

	Depth to Top (ft.)	Depth to Bottom (ft.)	Outer Diameter (in.)	Inner Diameter (in.)	Material		
					Bentonite (lbs.)	Neat Cement (lbs.)	Water (gal.)
Grout	0	3	6	2		41	2
Gravel Pack	3	20	6	2	#1 Well Gravel		

Grouting Method: Gravity method Drilling Method: Mud Rotary

ADDITIONAL INFORMATION

Protective Casing: No
 Static Water Level: 9 ft. below land surface
 Water Level Measure Tool: tape measure
 Well Development Period: .25 hrs.
 Method of Development: 2" whale pump
 Pump Type:

Pump Capacity: _ gpm
 Total Design Head: _ ft.
 Drilling Fluid:
 Drill Rig: cme 75
 Health and Safety Plan Submitted? No

ATTACHMENTS:

GEOLOGIC LOG
0 - 20: brown SP - Poorly graded sands and gravelly sands, little or no fines some gravel, some silt

ADDITIONAL INFORMATION:

Driller of Record: Dave Cooke, MONITORING LICENSE # 592803 Company: CRAIG TEST BORING CO INC

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Suburban Consulting	2. PROJECT NO. Bid 16-03	3. CONTRACT NO. BID NO. 16-03	4. MODIFICATION NO. 3
5. TO (CONTRACTOR) Flanagans Contracting Group Inc. 90 Old Camplain Rd, Hillsborough NJ 08844		6. PROJECT LOCATION AND DESCRIPTION Hoboken Southwest Block 12 Park 57 Harrison St, Hoboken New Jersey	

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).

Date	Type Name and Title	Signature
------	---------------------	-----------

8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:

The plans and specification list 2 types of drainage pipe materials to be used on the green infrastructure system. The material of drainage pipe to be used in the public right-of-way needs to meet Department of Transportation requirements. The contract plans called for a different class of materials.

As a result of the above, the contract price is revised as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
N/A				

TOTAL COST OF THIS MODIFICATION \$48,863.10 _____

The contract time is hereby: increase decrease or remains the same by _____ calendar days as a result of this modification.

The foregoing modification is hereby accepted:

_____	_____	_____
CONTRACTOR	OWNER	(NJPE SEAL) ENGINEER
BY: _____	BY: _____	BY: _____
DATE: _____	DATE: _____	DATE: _____

APPROVAL:

STATE OF NEW JERSEY	DATE
---------------------	------

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Suburban Consulting	10. PROJECT NO. Bid 16-03	11. CONTRACT NO.	12. MODIFICATION NO. 3
13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
(Proposed) See Attached			
NET INCREASE \$ <u>48,863.10</u>		NET DECREASE \$ _____	
CALENDER DAYS INCREASE <u>0</u> DAYS			
DATE:	TYPE NAME AND TITLE:		SIGNATURE:

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Suburban Consulting Engineers	15. CONTRACT NO. Bid No. 16-03	16. MODIFICATION NO. 3
17. ORIGINAL CONTRACT BID PRICE \$ <u>4,907,567.50</u> TOTAL OF PREVIOUS CHANGE ORDERS \$ <u>13,500.00</u> TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>4,969,930.10</u>		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: Meet DOT requirements for Roadway & Bridge Construction.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE:	SIGNATURE:

C.O. # 3

	SOUTHWEST BLOCK 12 PARK, HOBOKEN NJ					
	DUCTILE , RCP PIPE ROAD TIE INS					
	PCO #001					
	8/4/2016					
	SUBCONTRACTOR					
	WILLIAM J GUARINI INC.					\$43,550.00
				10% O&P		\$4,355.00
				2% BOND		\$958.10
						\$48,863.10
	SAWCUT PAVEMENT,PAVEMENT RESORATION,DISPOSAL OF SOIL AND					
	MATERIALS COVERED BY CONTRACT PAY ITEM UNIT PRICES.					

WILLIAM J. GUARINI, INC.

132 Mallory Avenue
 Jersey City, N.J. 07304
 NJ State License #9961

Estimate

Info@guariniplumbing.com

201-656-1530

NAME / ADDRESS
Flanagan's Contracting Group Inc. Robert Flanagan 90 Old Camplain Road Hillsborough, NJ 08844

DATE	EST/INV NO.
8/3/2016	6729

Phone #
201-656-1530

Fax #
201-656-0293

Customer Phone
(908) 429-1400

QTY	DESCRIPTION	COST	TOTAL
	Re: Hoboken Park 1) Corner of Harrison & Park <i>Pat PATERSON</i> Furnish and install 45 LF 15" rcp ✓ Furnish and install 17 LF 12" rcp ✓ Tie in existing MH as shown 2) Harrison St Furnish and install 56 LF 8" dip ✓ 3) Corner of Observer & Harrison Furnish & install 22 LF 12" rcp ✓ Furnish & install 13 LF 12" dip ✓ Tie into exist MH as shown 4) Corner of Jackson & Observer Furnish & install 34 LF 12" dip ✓ Furnish & install 7 LF 12" rcp ✓		

	TOTAL
--	--------------

SIGNATURE

A monthly service charge of 1 1/2% will be added to accounts over 30 days. If collection costs are necessary, which includes but not limited to reasonable Attorney fees, filing fees and costs; the customer will be liable for all expenses.

WILLIAM J. GUARINI, INC.

132 Mallory Avenue
 Jersey City, N.J. 07304
 NJ State License #9961

Estimate

Info@guariniplumbing.com

201-656-1530

NAME / ADDRESS
Flanagan's Contracting Group Inc. Robert Flanagan 90 Old Camplain Road Hillsborough, NJ 08844

DATE	EST/INV NO.
8/3/2016	6729

Phone #
201-656-1530

Fax #
201-656-0293

Customer Phone
(908) 429-1400

QTY	DESCRIPTION	COST	TOTAL
	LABOR & MATERIAL * All wages will be at prevailing wage rate INCLUDES: All required labor, material, pipe and fittings All permits and inspections as required EXCLUDES: Over time labor Milling, paving, infrared asphalt repair Police for traffic control All excavation material & removals dumped onsite NJ Sales Tax 7%	43,550.00	43,550.00T
	<i>Hoboken Tax Exempt</i> <i>INCLUDES TRENCH BACKFILL</i>	7.00%	3,048.50

TOTAL	\$46,598.50
--------------	------------------------

SIGNATURE _____ *43,550.00*

A monthly service charge of 1 1/2% will be added to accounts over 30 days. If collection costs are necessary, which includes but not limited to reasonable Attorney fees, filing fees and costs; the customer will be liable for all expenses.

Peter Balnius

From: Robert Flanagan Jr <jr@flanagansinc.com>
Sent: Monday, August 22, 2016 4:04 PM
To: Peter Balnius
Cc: roger flanagan; bob flanagan
Subject: Re: Block 12- PCO # 4

Peter,

We confirmed the backfill is included.

Bob

On Fri, Aug 12, 2016 at 2:32 PM, Peter Balnius <pbalnius@suburbanconsulting.com> wrote:

Thanks Roger,

We're still working on this. Hoping to approve on Monday when Stephen returns. Can you confirm that the sewer sub for the pipe (roadway) is doing the contract inlets as well. And does the cost include trench backfill.

Thanks,

Peter-SCE

From: roger flanagan [mailto:roger@flanagansinc.com]
Sent: Wednesday, August 10, 2016 9:56 AM
To: Peter Balnius
Cc: Robert Flanagan Jr; bob flanagan
Subject: Re: Block 12- PCO # 4

Peter

After reading Article 12, I adjusted our quote accordingly to match the terms of the contract.

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO MODERN GROUP LTD
FOR THE PURCHASE OF ONE (1) NEW AND UNUSED HYUDAI 45D-9
FORKLIFT IN ACCORDANCE WITH THE CITY'S BID NO. 16-17 IN
THE TOTAL NOT TO EXCEED AMOUNT OF \$55,419.82**

WHEREAS, three (3) bids were received for one (1) New and Unused Hyundai 45D-9 10,000 LBS capacity Forklift, as specified in Bid No. 16 - 17; and,

WHEREAS, three (3) bids were received, being:

<u>VENDOR</u>	<u>TOTAL BASE BID</u>	<u>COMMENTS</u>
1. Modern Group LTD 2501 Durham Road Bristol, PA 19007-6903	\$55,419.82	Complete Submission
2. Continental Lift Truck, Inc. 127 – 18 Foch Blvd. South Ozone Park, NY 11420	\$43,107.90	Unresponsive. No NJ BRC
3. Technology International Inc. 1349 S. International PKWY, Suite 2411 Lake Mary, FL 32746	\$63,600.00	Unresponsive. No NJ BRC

WHEREAS, the bid of Continental Truck Lift, Inc. was deemed unresponsive as it did not meet the requirements enumerated in Bid No. 16-17, specifically, the requirement that a valid New Jersey Business Registration Certificate be provided; and,

WHEREAS, pursuant to the recommendation of the Purchasing Agent (attached hereto), the City wishes to contract for the goods and services specified in Bid No. 16 - 17, and Modern Group LTD submitted the lowest, responsible, and responsive bid in the amount of \$55,419.82.

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

- A. Modern Group LTD is hereby awarded a contract in accordance with the specifications set forth in Bid No. 16 – 17, for a total not to exceed amount of Fifty Five Thousand Four Hundred Nineteen Dollars and Eighty Two Cents (\$55,419.82) for one (1) new and unused Hyundai 45D-9 10,000 LBS Forklift.
- 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 project.

- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the bid proposal, therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. 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: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

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				

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO MODERN GROUP LTD FOR THE PURCHASE OF ONE (1) NEW AND UNUSED HYUDAI 45D-9 FORKLIFT IN ACCORDANCE WITH THE CITY'S BID NO. 16-17 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$55,419.82

AMOUNT TO BE CERTIFIED:

\$55,419.82

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$55,419.82 is available in the following appropriation: _____; 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

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 15, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

**Subject: Resolution to Award the Contract for Bid 16 -17
One New and Unused Hyundai 10K Capacity Forklift**

Three (3) sealed bids out of four (4) vendors receiving bid packages was received and opened at City Hall on August 10, 2016.

Below is the summary of the three (3) bid proposals:

- | | | |
|---|-------------|--|
| 1. Modern Group LTD
2501 Durham Road
Bristol, PA 19007-6903 | \$55,419.82 | Complete Submission |
| 2. Continental Lift Truck, Inc.
127 – 18 Foch Blvd.
S Ozone Park, NY 11420 | \$43,107.90 | Unresponsive. No NJ BRC
Equivalent bid – Clark Forklift
No exception provided. |
| 3. Technology International Inc.
1349 S. International PKWY, suite 2411
Lake Mary, FL 32746 | \$63,600.00 | Unresponsive. No NJ BRC |

Bid documentations and Review Comments:

1. Modern Group LTD appears to have complete submission.
2. Continental Lift Truck: This bid is unresponsive due to the following:
 - This vendor did not submit a NJ Business registration certificate but instead submitted a NY State business certificate. The vendor submitted product literature rather than explaining the exceptions in accordance with the specifications provided.

- James Davis reviewed the literature submitted and contacted the vendor to compare the Clark model forklift. He concludes that the Clark model is not equivalent to the Hyundai model and will NOT fully support the purpose/function of the intended use of the forklift.
3. Technology International: Did not submit NJ Business Registration certificate.

Recommendation:

Based upon my review of the documents provided, and the evaluation of James Davis, I recommend awarding this contract to Modern Group LTD in the not to exceed amount of \$55,419.82.

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT OF PICERNO-GIORDANO CONSTRUCTION FOR THE SPRAYGROUND AT LEGION PARK PROJECT (BID 15 – 14), AS CHANGE ORDER NUMBER 2 (CLOSEOUT/FINAL) FOR A DECREASED AMOUNT OF \$2,710.00 (0.02% DECREASE) EQUATING TO A FINAL TOTAL AMOUNT OF \$152,585.00

WHEREAS, the City of Hoboken requires a closeout/final change order under the contract for the Sprayground at Legion Park Project (Bid 15 – 14); and,

WHEREAS, the Administration utilized Picerno-Giordano Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to approve Change Order #2 (closeout/final) to the contract for the Sprayground at Legion Park (Bid 15 – 14) with Picerno-Giordano Construction memorializing a decrease in the contract amount by Two Thousand Seven Hundred Ten Dollars (\$2,710.00), for a final total amount of One Hundred Fifty Two Thousand Five Hundred Eighty Five Dollars (**\$152,585.00**) in accordance with the Boswell Engineering Change Order Request dated July 7, 2016; and,

WHEREAS, a certification of funds is not required for this award.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that Change Order #2 (closeout/final) is hereby approved, decreasing the contract amount by Two Thousand Seven Hundred Ten Dollars (\$2,710.00), which constitutes a 0.02% decrease, equating to a total amount of One Hundred Fifty Two Thousand Five Hundred Eighty Five Dollars (**\$152,585.00**); and,

BE IT FURTHER RESOLVED:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the Boswell correspondence (attached hereto) shall govern the change order, and no changes may be made without the prior written consent of both parties.
3. Any further 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.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the information herein.
6. The Administration shall be authorized to issue a warrant in payment of the full

amount of this change order to Picerno-Giordano Construction, and this authorization shall be in lieu of the requirement that the Administration obtain Council authorization of a claim prior to issuance of payment.

Meeting Date: September 7, 2016

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:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

INTRODUCED BY:

SECONDED BY:

8

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO PICERNO-
GIORDANO CONSTRUCTION FOR SPRAYGROUND AT LEGION PARK (BID 15 – 14) , AS
CHANGE ORDER NUMBER 1, IN AN INCREASED AMOUNT NOT TO EXCEED
\$13,920.00 (=9.8% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF
\$155,295.00

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for Sprayground at Legion Park; and,

WHEREAS, the Administration intends to continue to use Picerno-Giordano Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1) to the contract for Sprayground at Legion Park to Picerno-Giordano for a total increase in the contract amount by Thirteen Thousand Nine Hundred Twenty Dollars (\$13,920.00), for a total not to exceed amount of One Hundred Fifty Five Thousand Two Hundred Ninety Five Dollars (\$155,295.00) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the Boswell Engineering Change Order Request, dated 10/2/2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,920.00 is available in the following appropriation t-26-56-850-852 in the CY2015 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 CY2015 budget or the capital/trust funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, CFO

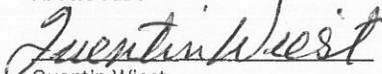
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for Sprayground at Legion Park to Picerno-Giordano Construction for a total increase in the contract amount by Thirteen Thousand Nine Hundred Twenty Dollars (\$13,920.00), for a total not to exceed amount of One Hundred Fifty Five Thousand Two Hundred Ninety Five Dollars (\$155,295.00) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the Boswell Engineering Change Order Request, dated 10/2/2015, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals 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.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

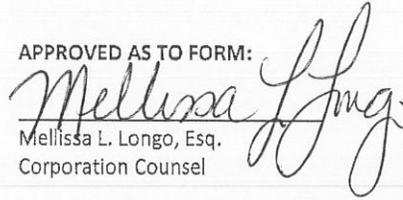
Picerno-Giordano Construction
200 Market Street
Kenilworth, NJ 07033

Meeting date: October 21, 2015

APPROVED:

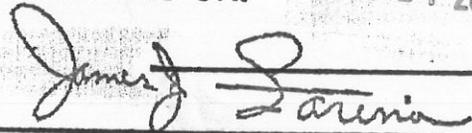

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	✓			
James Doyle	/			
Jen Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 21 2015



CITY CLERK

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO GREENSCAPE LANDSCAPE CONTRACTORS, INC. FOR CITY HALL DRAINAGE AND LANDSCAPE IMPROVEMENT PROJECT (BID 15 – 08), AS CHANGE ORDER NUMBER 2, IN AN INCREASED AMOUNT NOT TO EXCEED \$3,610.00 (=2.0% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$278,252.50

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for City Hall Drainage and Landscape Improvement project; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#2) to the contract for City Hall Drainage and Landscape Improvement project to Greenscape Landscape Contractors, Inc. for a total increase in the contract amount by Three Thousand Six Hundred Ten Dollars (\$3,610.00) in accordance with the Boswell Engineering Change Order Request, dated August 23, 2016, for a total not to exceed amount of Two Hundred Seventy Eight Thousand Two Hundred Fifty Two Dollars and Fifty Cents (**\$278,252.50**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#2) shall be awarded as delineated above in the amount of Three Thousand Six Hundred Ten Dollars (\$3,610.00) in accordance with Boswell Engineering’s Change Order Request dated August 23, 2016, and:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals 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: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

QUENTIN WIEST

BRIAN ALOIA, ESQ.

BUSINESS ADMINISTRATOR

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 AWARDING A CHANGE ORDER TO THE CONTRACT TO GREENSCAPE LANDSCAPE CONTRACTORS, INC. FOR CITY HALL DRAINAGE AND LANDSCAPE IMPROVEMENT PROJECT (BID 15 – 08), AS CHANGE ORDER NUMBER 2, IN AN INCREASED AMOUNT NOT TO EXCEED \$3,610.00 (=2.0% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$278,252.50

AMOUNT TO BE CERTIFIED:

\$3,610.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$3,610.00 is available in the following appropriation: _____; 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

Change Order No. 2
 Date 8/23/2016
 Job No. HO-492

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

Greenscape Landscape Construction	City Hall Drainage and Landscape Improvements/HO-492A
CONTRACTOR	PROJECT & JOB NUMBER
115 E. Glenside Ave., Suite 9	City of Hoboken, Hudson County, NJ
ADDRESS	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 Limits

Nature and Reason of Change: Reflect on As-Builts

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
7	6" Polyvinyl Chloride Pipe	LF	-125	\$22.00	-\$2,750.00
10	Cistern Foundation	SY	-3	\$280.00	-\$840.00
11	Concrete Sidewalk, 4" Thick	SY	-63	\$90.00	-\$5,670.00
12	Concrete Sidewalk, Pervious, 5" Thick	L.S.	-20	\$129.00	-\$2,580.00
16	Trash Receptacle	Unit	-1	\$6,750.00	-\$6,750.00
S-2	Planter Bed Changes	L.S.	1	\$15,000.00	\$15,000.00
S-3	Butterfly Gardens	L.S.	1	\$6,500.00	\$6,500.00
S-4	Soaker Hose in Rain Gardens	L.S.	1	\$700.00	\$700.00

Amount of Original Contract	<u>\$273,342.50</u>	Supplemental	<u>\$22,200.00</u>
Change Order No.1	<u>\$1,300.00</u>	Extra	<u>\$0.00</u>
Change Order No.2	<u>\$3,610.00</u>	Reduction	<u>(\$18,590.00)</u>
Adjusted Contract Amount	<u>\$278,252.50</u>	Net Amount	<u>\$3,610.00</u>

Recommended for Approval	 BOSWELL McCLAVE ENGINEERING	<u>8/30/16</u> DATE
Approved	 OWNER	DATE
Accepted	 CONTRACTOR	<u>8/29/16</u> DATE

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A USED TRECAN 60-PD SNOWMELTER MACHINE FROM HUDSON COUNTY IN THE NOT TO EXCEED AMOUNT OF \$65,000.00

WHEREAS, Hudson County passed the attached resolution, declaring a used Trecan 60-PD Snowmelter Machine surplus, obsolete, and available for disposition; and,

WHEREAS, Hudson County offered the Snowmelter to municipalities within the county prior to it being made available at public auction; and,

WHEREAS, pursuant to the attached appraisal, the fair market value of the Snowmelter was determined to be Sixty Five Thousand Dollars (\$65,000.00); and,

WHEREAS, the City of Hoboken bid Sixty Five Thousand Dollars (\$65,000.00) for the Snowmelter, subject to approval by the City Council of the City of Hoboken; and,

WHEREAS, Hudson County accepted the City's contingent bid in the amount of Sixty Five Thousand Dollars (\$65,000.00); and,

WHEREAS, this purchase is to be made pursuant to N.J.S.A. 40A:11-5(2).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract with Hudson County is hereby awarded for an amount not to exceed Sixty Five Thousand Dollars (\$65,000.00) for the purchase of one (1) used Trecan 60-PD Snowmelter machine, in accordance with N.J.S.A. 40A:11-5(2).

Meeting date: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

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				

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION APPROVING THE PURCHASE OF A USED TRECAN 60-PD SNOW MELTER MACHINE FROM HUDSON COUNTY IN THE NOT TO EXCEED AMOUNT OF \$65,000.00

AMOUNT TO BE CERTIFIED:

\$65,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$65,000.00 is available in the following appropriation: _____; 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

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON
RESOLUTION**

No. 263-5-2016

On Motion of Freeholder O'Dea
Seconded by Freeholder Maldonado

**DECLARING THE TRECAN 60-PD
SNOW MELTER MACHINE
IN THE DEPARTMENT OF ROADS
AND PUBLIC PROPERTY
TO BE SURPLUS AND OBSOLETE AND AVAILABLE
FOR DISPOSITION
AND ELIMINATED FROM THE COUNTY'S INSURANCE ROSTER**

WHEREAS, the Department of Roads and Public Property has advised that the TreCAN 60-PD Snowmelter Machine, Serial No. 10014 in its department is surplus, obsolete and no longer needed for public use, and has a fair market value of **SIXTY FIVE THOUSAND AND XX/100 DOLLARS (\$65,000.00)**; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36 this item of equipment may be sold at a web simulcast public auction by the County's contracted auction vendor, govdeals.com or used as a trade in value in a fair and open, competitive bid to offset the cost of the acquisition of a new piece of equipment; and

WHEREAS, the County will dispose of the equipment in accordance with New Jersey law and as may be allowed by Local Finance Notice 2008-9 and after the disposition of this item it will be eliminated from the County's fleet and insurance roster, however, no disposition of the equipment shall occur prior to June 14, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson, that:

1. The above recitals are hereby incorporated herein as though fully set forth at length.
2. The Board hereby authorizes the County Executive, Thomas A. DeGise or County Administrator, Abraham or Deputy County Administrator, Laurie Cotter or his or her lawfully appointed 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.
3. The above referenced equipment specifically identified above is hereby declared surplus and obsolete and eligible for disposition.
4. The appropriate County personnel are authorized to take any necessary action to eliminate this item from the County's insurance roster.
5. This Resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Balmir	✓				Rodriguez				✓
Cifelli				✓	Romano	✓			
Kopacz				✓	Vainieri	✓			
Maldonado	✓				Chairperson Rivas				✓
O'Dea	✓								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 12 day of May, A.D. 2016, the foregoing resolution was adopted with 5 members voting in the affirmative and 0 in the negative.

Clerk

APPROVED AS TO LEGAL FORM

BY:
DONATO J. BATTISTA
HUDSON COUNTY COUNSEL
Source: Roads and Public Property
RM:mm



**COUNTY OF HUDSON
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF PURCHASING**

Administration Annex
567 Pavonia Avenue
Jersey City, NJ 07306

Phone: (201) 795-6280
Fax: (201) 369-4361

**THOMAS A. DE GISE
COUNTY EXECUTIVE**

**CHERYL FULLER
Director**

**MARIA MERCURIO
Purchasing Agent**

May 13, 2016

Dear Mayor:

The County of Hudson is in possession of a Snowmelter machine that we presently have no further need for. We are reaching out to all Municipalities in Hudson County to offer this machine at fair market value.

The Snowmelter is a 2003 year, Trecon 60-PD Snowmelter with very low hours of operation. An appraisal report was done by Caspert Management Co., Inc., and a fair market value of \$65,000.00 was determined. The report is available upon request.

The Snowmelter is presently located at 549 Duncan Ave., Jersey City. To arrange an inspection please contact John Shea at (201) 915-1373 ext.6973.

If you have interest, please respond by mail no later than Tuesday, June 14, 2016 at close of business. You may also submit your response by email to hshowers@hcnj.us by the same date.

After the date of June 14, 2016, the Snowmelter will be sold at auction.

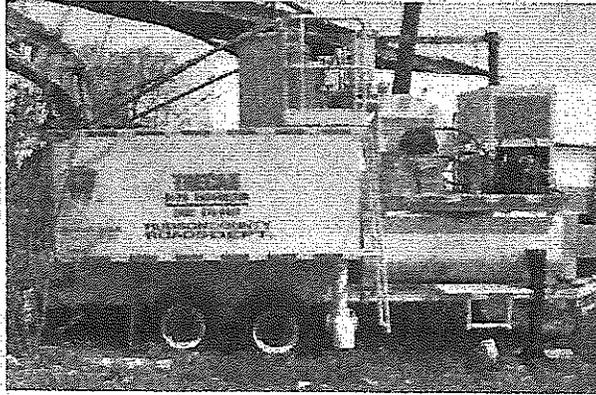
We hope that we hear from your Municipality, and look forward to assisting you. If you have any question, please contact Harold Showers, QPA (Asst. Purchasing Agent) at (201) 795-6280 ext. 6116.

Regards,

Harold Showers, QPA
Asst. Purchasing Agent

HS/ef

Cc: Department of Public Work



TRECAN 60-PD SNOWMELTER

555 Duncan Avenue
Jersey City, New Jersey

Forced Liquidated Value Appraisal
Orderly Liquidated Value Appraisal
Fair Market Value Appraisal

Prepared By:
Caspert Management Co. Inc
333 Sylvan Avenue
Englewood Cliffs, New Jersey 07632

Date of Valuations: April 22, 2016



INDUSTRIAL • MERCHANDISE • REAL ESTATE

RONALD M. CASPERT, C.A.I., C.E.A.
MITCHELL CASPERT

BERNARD M. SENCER, A.S.A. A.A.A.
VINCENT BILA

333 SYLVAN AVENUE
ENGLEWOOD CLIFFS, NJ 07632
TEL: 201-871-1600
FAX: 201-871-1382
www.caspert.com

FOUNDERS
SAMUEL CASPERT
(1899-1979)
HERBERT B. CASPERT
(1931-2014)

May 4, 2016

DEPARTMENT OF ROADS & PUBLIC PROPERTY

John R. Dineen, Administrative Analyst
257 Cornelison Avenue, 7th Floor
Jersey City, New Jersey 07302

Concerning Appraisal Of:

TRECAN 60-PD SNOWMELTER
555 Duncan Avenue
Jersey City, New Jersey

Dear Mr. Dineen:

In accordance with your request and letter of authorization, we have physically viewed and appraised on a detailed basis, the furniture, fixtures and equipment of **TRECAN 60-PD SNOWMELTER**, 555 Duncan Avenue, Jersey City, New Jersey. The physical inspections took place on 22 April 2016. The effective date of this report is 4 May 2016.

After a thorough analysis, in our opinion, the total Forced Liquidated Value of the Furniture, Fixtures and Equipment, as of the effective date of this report is:

FIFTYTHOUSAND DOLLARS
\$ 50,000.00

After a thorough analysis, in our opinion, the total Orderly Liquidated Value of the Furniture, Fixtures and Equipment, as of the effective date of this report is:

FIFTYFIVETHOUSAND DOLLARS
\$ 55,000.00

After a thorough analysis, in our opinion, the total Fair Market Value of the Furniture, Fixtures and Equipment, as of the effective date of this report is:

SIXTYFIVETHOUSAND DOLLARS
\$ 65,000.00

IDENTIFICATION OF THE PROPERTY

The personal property appraised in this report is located at 555 Duncan Avenue, Jersey City, New Jersey. A detailed listing of the furniture, fixtures, equipment and inventory by location is included in this report. To the best of our knowledge, leased equipment has been identified a marked accordingly and valued in this report.

PURPOSE

The purpose of this appraisal is to provide an evaluation that estimates the Forced Liquidated Value, Orderly Liquidated Value and Fair Market Values of the Furniture, Fixtures and Equipment of **TRECAN 60-PD SNOWMELTER**, 555 Duncan Avenue, Jersey City, New Jersey. This report is solely for the information of and for assistance to **DEPARTMENT OF ROADS & PUBLIC PROPERTY** for the purpose stated herein and may not be used by or referred to, in whole or in part, in any communication to other parties without prior written consent of Caspert Management Co., Inc. Caspert Management Co., Inc. has retained a copy of this report, and the original notes from which it was prepared. Similarly, it is the firm's policy not to disclose the names of any clients (unless authorization is granted) for a period of seven years from the appraisal date.

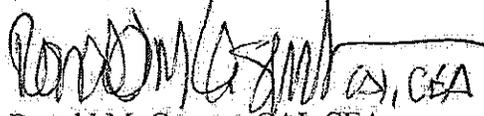
SCOPE OF WORK

The data collected in the course of research and analysis included: market data from used equipment dealers that sell comparable equipment, consultation with auctioneers and liquidators of comparable equipment, industry data bases and in-house data bases.

CONCLUSION

This report is written in conformity with the Uniform Standards of professional Appraisal Practice initially published October 27, 1987 (Standards and Statements most recently revised January 2000) with Advisory Opinions published through September 16, 1998 by the Appraisal Foundation; and in accordance with the supplemental standards; Principles of Appraisal practice and Code of Ethics authorized June 30, 1968 and most recently revised October, 1994 by the American Society of Appraisers. The limiting conditions attached to this report are an integral part of this appraisal. If you have any questions concerning this appraisal or require further information, please feel free to contact me at your convenience. It was a pleasure to work on this assignment.

Respectfully submitted,
CASPERT MANAGEMENT CO., INC.



Ronald M. Caspert, CAI, CEA
President, Appraisal Division

APPRAISAL

This is to certify that I, Ronald M. Caspert
Of Caspert Management Co., Inc.
333 Sylvan Avenue
Englewood Cliffs, NJ 07632

Tel:(201)871-1600
Fax:(201)871-1382
e-mail:rcaspert@caspert.com

Am an Associate Member of the American Society of Appraisers. I have no present or prospective interest in the subject property, and have no personal interest or bias with respect to the parties involved.

Concerning Appraisal For:

DEPARTMENT OF ROADS & PUBLIC PROPERTY
257 Cornelison Avenue, 7th Floor
Jersey City, New Jersey 07302

Concerning Appraisal Of:

TRECAN 60-PD SNOWMELTER
555 Duncan Avenue
Jersey City, New Jersey

We have made an examination of the following personal property located in Jersey City, New Jersey. This is an appraisal with information given to me deeming correct and accurate of:

TRECAN 60-PD SNOWMELTER

My compensation is not contingent upon an action or event resulting from the analyses, opinions, or conclusions in or the use of, this report.

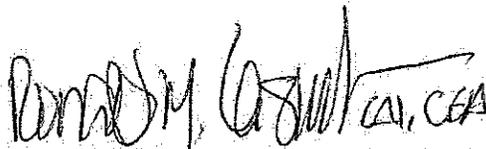
In my opinion, as of May 2016 the values are:

TOTAL VALUE:

FORCED LIQUIDATED VALUE	\$ 50,000.00
ORDERLY LIQUIDATED VALUE	\$ 55,000.00
FAIR MARKET VALUE	\$ 65,000.00

Subject to the following enclosures: Definition of Value, Definition of Terms, Method of Appraisal, Procedures, Factors Affecting Valuation, Standards, Assumptions & Limiting Conditions.

Signed



Ronald M. Caspert, CAI, CEA Appraiser
Date: May 4, 2016

FACTORS AFFECTING VALUATION

In engagements requiring Replacement Value for Insurance, Fair Market Value, Fair Market Value in Place, or Liquidation Value, the appraiser has considered market and depreciation factors including (but not limited to) the following:

ECONOMIC OBSOLESCENCE – Impairment of desirability or useful life arising from factors external to the property. Such as economic forces or environmental changes which affect supply and demand relationships in the market. Loss in use and value of a property arising from economic obsolescence is to be distinguished from loss in value from physical deterioration and functional obsolescence, (both of which are due to factors inherent in the property.) Economic Obsolescence is also referred to as Location or Environmental Obsolescence.

FUNCTIONAL OBSOLESCENCE – Impairment of functional capacity or efficiency. Functional Obsolescence reflects the loss in value brought about by such factors as over capacity, inadequacy, and changes in the art, that affect the property item itself or its relationship with other items comprising a larger property. The inability of a structure to perform adequately the function for which it is currently employed. Technological Obsolescence is one type of functional obsolescence.

PHYSICAL DETERIORATION – A reduction in utility resulting from an impairment of physical condition; a loss in value resulting from “wear and tear” in operation. Also, See: “depreciation” on Definition of Terms Page.

NORMAL USEFUL LIFE – The period of time over which an item of equipment may reasonably be expected to perform the function for which it was designed or intended. One of the key elements influencing the Normal Useful Life of an asset is the maintenance and repair policy of the owner / operator. In the absence of visual evidence to the contrary, we have assumed that the equipment has received a program of routine maintenance consistent with that which is recommended by the various manufacturers. In estimating the Normal Useful Life of various classes of equipment, we have relied upon the Iowa University School of Engineering useful life studies, U.S. Treasury Department publication #456, and Marshall Valuation Service.

RELOCATION COST – All costs to disconnect, move, transport, and reinstall the item. (This may include rigging, new foundation, hook up of services, technical support and testing costs.)

PROCEDURES

1. PERSONAL PROPERTY – Tangible things capable of ownership, not classified as realty, (including furniture, fixtures, equipment, machinery, inventories, vehicles, precious metals, gems, evidence of debt & money).
2. MACHINERY AND EQUIPMENT – The physical facilities available for production, including the installation and service facilities appurtenant, together with all other equipment designed for/or necessary to its manufacturing and industrial purposes, regardless of the method of installation and including those items of furniture and fixtures necessary for the administration and proper operations of the enterprise.
3. MARKET – With reference to the purpose and function of this appraisal, the market researched is the most common one which is both reasonable and appropriate for the sale of the item(s) in question.
4. Unless otherwise noted, a physical (VISUAL) INSPECTION was conducted by the appraiser. It is beyond the scope of this engagement to conduct testing, authentication, proving genuines or provenance of the tangible property.
5. During IDENTIFICATION, the appraiser noted the name, manufacturer, model & serial number of the equipment, if observable.
6. CONDITION is assumed to be “in good working order”, unless otherwise noted. Normal wear and tear is not specifically noted. The appraiser uses the following terms.

EXCELLENT	85% to 100% of original condition
GOOD	60% to 85%
FAIR	40% to 60%
POOR	15% to 40%
SCRAP	0% to 15%
7. One or more of the following SOURCES OF DATA were used.
 - Client records including invoices of recent purchases
 - Catalogues or direct conversations with manufacturers
 - Trade publications including pricing guides
 - Current Auction Sales of similar equipment (including Buyer's Premium)
 - Current Sales or offers to sell by dealers (new & used)
 - Proprietary Data Base

METHOD OF APPRAISAL

Consideration has been given to the following three methods of appraisal:

COST APPROACH – An estimate of the Present replacement cost of the personal property LESS accrued depreciation. Depreciation includes loss in value due to physical deterioration, as well as, functional and economic obsolescence. This method is most often used when comparable sales data is not available. (E.g. in the event of a custom made machine or unique machine.)

MARKET COMPARISON APPROACH – This method of evaluation involves comparison of the property with similar items that have sold or are currently offered for sale in the market place. Factors of comparison include capacity, age, location and date of sale when applicable, as well as specific attributes of the assets. In applying this method, the appraiser considers the market force determinants (such as supply lead-time, over or under abundance relative to demand, etc.) as they apply to an individual item, and the process as whole. As a result, this method of evaluation usually produced the highest correlation of value.

INCOME APPROACH – This method of evaluation converts anticipated benefits (monetary income or amenities) to be derived from the ownership of property into a value estimate. Anticipated future income and/or reversions are discounted to a present worth figure through the capitalization process. While this approach is not valid with the scope of this engagement.

DEFINITIONS OF TERMS

ACQUISITION APPRAISAL – An appraisal for market value of a property to be condemned and taken for some public use and purpose by a governmental body or other duly authorized condemning authority.

APPRAISAL = An estimate and opinion of value. The act or process of estimating value. Usually, a written statement of the appraiser's opinion of value of an adequately described item as of a specified date. (Note: synonym of Valuation)

DEPRECIATION – A loss from the upper limit of value. An effect caused by deterioration and/or obsolescence.

ECONOMIC LIFE— The estimated period over which it is anticipated that an item may profitably be utilized. The period over which a machine will yield a return on the investment. Through usually less, this period can never exceed the physical life of the item.

EFFECTIVE AGE – The number of year of age that is indicated by the condition of the item.

FIXTURE – (1)A tangible thing, which previously as personal property, and which has been attached to/or installed in land or a structure thereon in such a way as to become part of the real property. (2)Any none-portable lighting device which is more or less permanently built-in or attached securely to the wall and/or ceiling (3)The permanent parts of a plumbing system.

DEFINITION OF VALUE

REPRODUCTION COST-NEW is the cost, at today's prices, to build an exact replica of the property being valued. It assumes that the same quality and quantity of material and labor is utilized as when the property was actually built.

REPLACEMENT COST- is the cost of replacing an existing property with one of equal utility, although the same materials or the same design may or may not be used, reflecting changes in technology, design, building techniques and costs. Most items can be replaced by its original piece, many times within a period of 12 years.

FAIR MARKET VALUE (as defined in U.S. Treasury Regulation 20.2031-ib) is "the price at which a property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts...in the most common market..."(Note: this is the value most often used in sale, purchase, or business loans. The IRS requires this value for gifts & charitable donations.)

FORCED LIQUIDATION VALUE is the estimated gross dollar amount which could be typically realized at a properly advertised and conducted public auction held under forced sale conditions, with a sense of urgency, and under present day economic conditions.

ORDERLY LIQUIDATION VALUE is the amount of gross proceeds which could be expected from the sale of the appraised assets, held under orderly sale conditions, given a reasonable period of time in which to find a purchaser(s) considering a complete sale of all assets, "as is & where is," with the buyer assuming all costs of removal, with all sales made free and clear of all liens and encumbrances, with the seller ACTING UNDER COMPULSION.

SCRAP VALUE is the amount that may be realized if property is sold for its material content, as opposed to further productive use.

SALVAGE VALUE is the expected residual value of an asset at the end of its economic life.

GOING CONCERN VALUE is the value existing in a proven operating property, considered as an entity with business established, above that of a property complete and ready to operate but without business.

Source of definitions (other than Fair Market Value): American Society of Appraisers Machinery and Equipment Committee initially March 11, 1984 (revised 1991)

STANDARDS

1. This appraisal was prepared solely for the purpose and function stated on page one. Any other use is unintended and may be accurate. The value conclusions are subject to the Assumptions and Limiting Conditions that follow.
2. In order to avoid any misunderstanding, this report must be used in its entirety.
3. This appraiser and his firm subscribe to the Code of Ethics of the American Society of Appraisers.
4. Unless otherwise stated, this appraisal is "as of" the date signed, and based upon current information. No opinion is expressed as to value at any future date.
5. Unless otherwise stated this is not a fractional appraisal. An appraisal of an element of a whole property, considered by itself and ignoring its relation to the rest of the whole property would be a "fractional appraisal".
6. Unless otherwise stated this is not a hypothetical appraisal. A hypothetical appraisal is one based on assumed conditions, which may be contrary to fact, improbable of realization or consummation.

7. Unless otherwise stated this appraisal excludes raw material inventories, work-in-process, finished goods, molds, jigs, specialized dies, computer software, stationary and supplies.
8. Unless otherwise stated, the valuations listed in this appraisal do not include consideration of Sales Tax, Excise or other Taxes.

ASSUMPTIONS and LIMITING CONDITIONS

1. No responsibility is assumed for matters that are legal in character, nor is any opinion rendered as to title. The title of the subject property is assumed to be good and marketable. The property has been appraised free and clear of all encumbrances and liens.
2. No consideration has been given to the ability of the appraised assets to generate a satisfactory return on investment.
3. Information furnished by others is assumed to be reliable, but is not guaranteed by this appraiser or Caspert Management Co., Inc.
4. The appraiser is not required to give testimony, be present in any court or at any other hearing, by reason of this appraisal, unless prior arrangements have been made with the appraiser, and within a reasonable time in advance.
5. Possession of this report, or copy thereof, does not include the right of publication without written consent of the appraiser. This report in its entirety or any part thereof, including the identity of the appraiser or his firm, shall not be made public through advertising, public relations, news releases, or other distributive or information media without the written consent of Caspert Management Co., Inc.
6. The appraiser and his firm have no present or contemplated future interest in the subject property or any other interest that might tend to prevent making a fair and unbiased appraisal.
7. The fee established for the formulation and reporting of this appraisal has not been contingent upon the values or any other opinions presented.
8. In the event of error or omission, it is the client's responsibility to return all copies of this report to the writer for correction. No change shall be made by anyone other than the appraiser. The appraiser shall have no responsibility for any unauthorized to this appraisal.

CERTIFICATION

In accordance with Standards Rule 8-3 of the Uniform Standards of Professional Appraisal Practice (January, 1998 edition) concerning personal property appraisal

RONALD M. CASPERT states:

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.

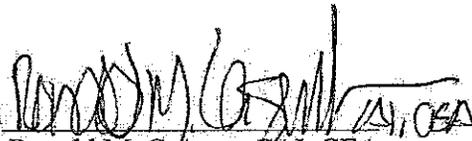
My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, a requested minimum valuation, specific valuation, or the approval of a loan.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

The American Society of Appraisers conduct continuing certification programs. I am a Candidate Member status of the American Society of Appraisers as of the date of this report, I have completed the requirements under the continuing education programs of the organizations to which I belong, and I am an associate member through January 2, 2017.

I, Ronald M. Caspert of Caspert Management Co. Inc have made a personal inspection of the property located in Jersey City, New Jersey.

Signed



Ronald M. Caspert, CAI, CEA
President, Appraisal Division

Item Qt. Description

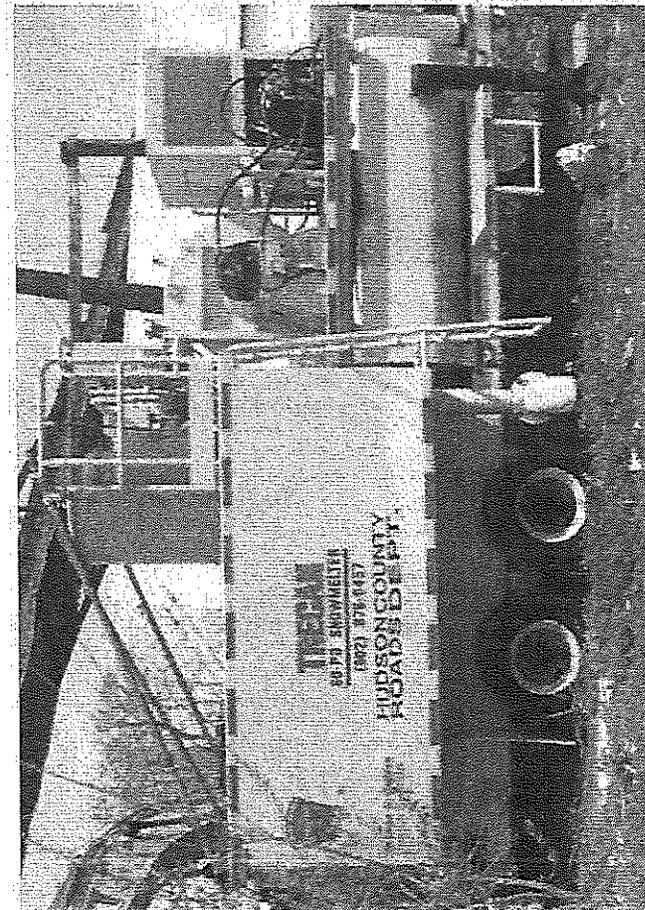
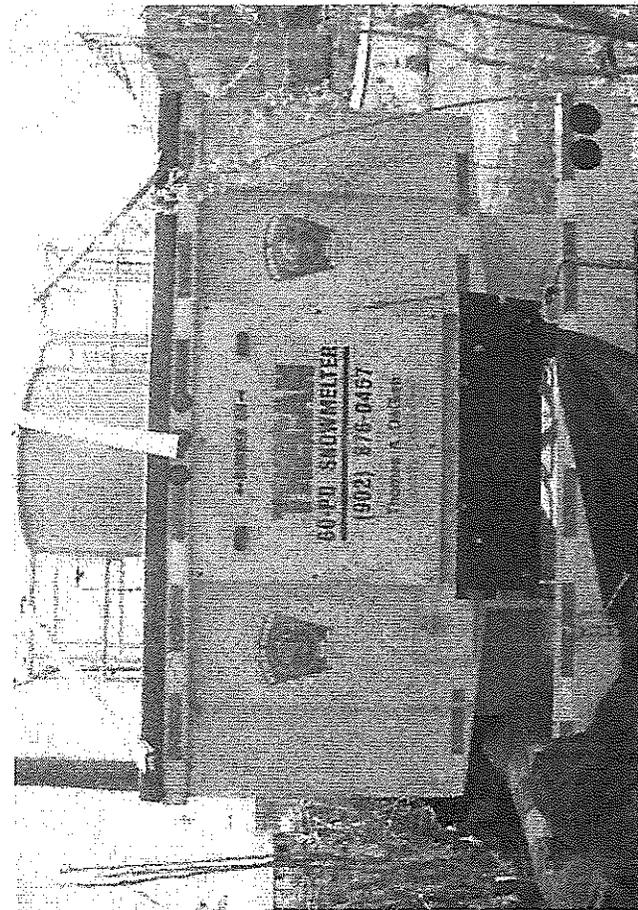
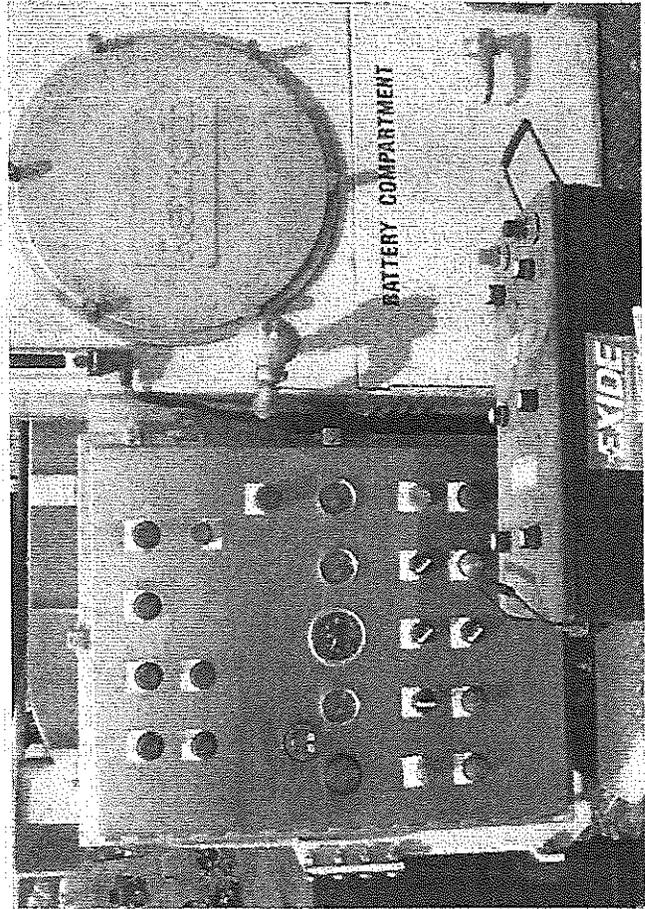
FLV OLV FMV

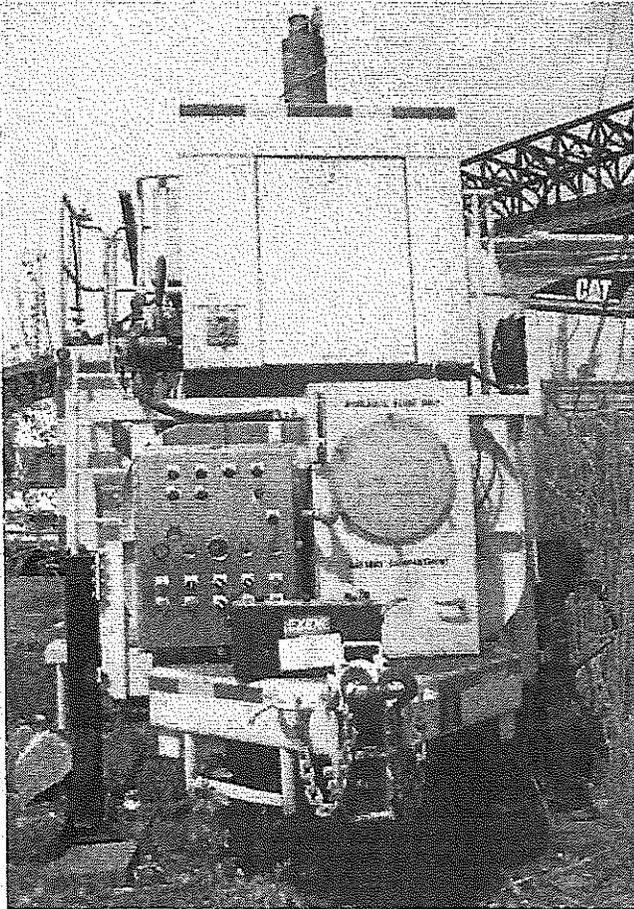
1 1 Treca Snowmelter
Model: 60-PD
Snowmelter S/N: 10014
Trailer Vin# 2T9TH74E330159011
Manufactured December 2003
Melting Capacity: 60 Tons / Per Hour

John Deere Engine, Combustion Air Blower,
Treca Burner

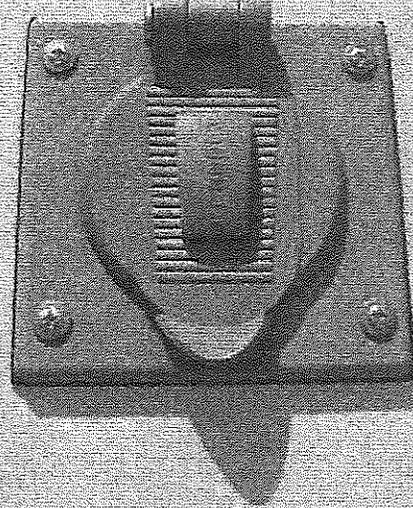
Used 3x; 36.4 Hours

50,000 55,000 65,000





**ENGINE COOLANT HEATER
120VAC, 15AMP**



FAVORABLE EQUIPMENT SUPPORT

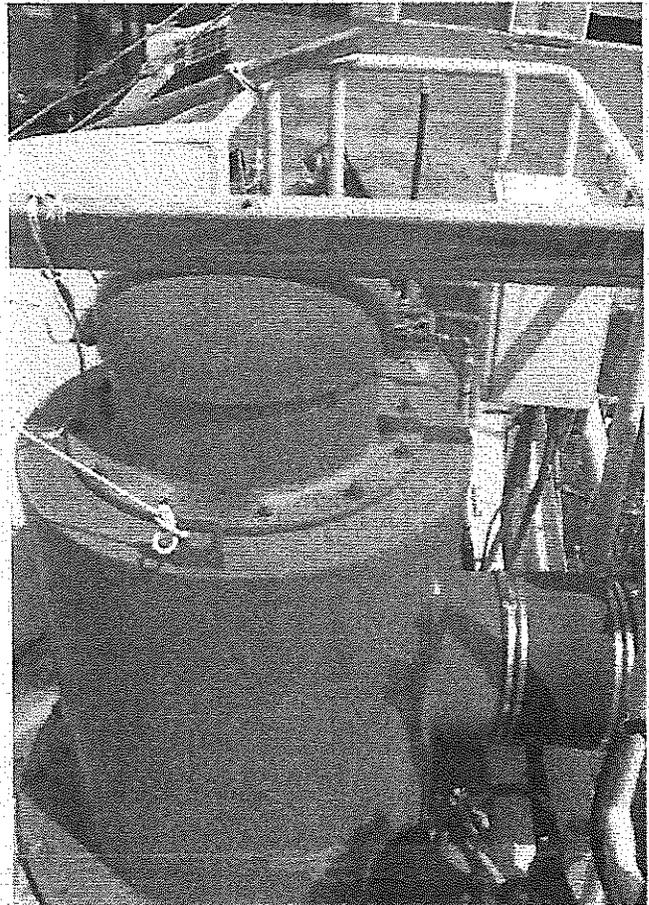
BEFORE STARTING

NORTHERN BLOWER

CML NORTHERN BLOWER INC

WARNING

Read operating parts and may be hot. Keep safety handles and foreign objects
 away from fan blades for motor starting operation.
 This blower and equipment shall be used only for the purpose intended.



INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO LOU'S LANDSCAPING & DESIGN, INC. FOR THE PROVISIONS OF STEVENS PARK SIDEWALK IMPROVEMENT PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16 - 21 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$122,025.00

WHEREAS, seven (7) bids were received for Stevens Park Sidewalk Improvement project, as specified in Bid Number 16 - 21; and,

WHEREAS, the lowest three (3) bids being:

<u>VENDOR</u>	<u>BID PROPOSALS</u>	
1. Lou's Landscaping & Design, Inc. 573 Valley Road, Suite 7A Wayne, NJ 07470	Base Bid	\$49,575.00
	Alt. Bid A	\$16,560.00
	Alt. Bid B	\$26,910.00
	Alt. Bid C	\$28,980.00
	Total Bid	\$122,025.00
2. V & K Construction Co. Bartha Avenue Edison, NJ 08817	Base Bid	\$48,500.00
	Alt. Bid A	\$17,280.00
	Alt. Bid B	\$28,080.00
	Alt. Bid C	\$30,240.00
	Total Bid	\$124,100.00
3. Adamo Brothers Construction Alexander Avenue Ridgefield, NJ 07657	Base Bid	\$54,150.00
	Alt. Bid A	\$17,280.00
	Alt. Bid B	\$28,080.00
	Alt. Bid C	\$30,240.00
	Total Bid	\$129,750.00

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto), the City wishes to contract for the services specified in Bid No. 16 - 21, and Lou's Landscaping & Design, Inc. submitted the lowest, responsible, and responsive bid in the amount of \$122,025.00; and,

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

- A. Lou’s Landscaping & Design, Inc. is awarded a contract in the total not to exceed of amount of One Hundred Twenty Two Thousand Twenty Five Dollars (\$122,025.00) for the Stevens Park Sidewalk Improvement project, and said work shall be performed in accordance with the specifications as set forth in the City’s Bid No. 16 - 21.
- 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 project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor’s corresponding bid proposal documents. No exceptions were noted in the City Engineer’s recommendations; therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. 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: September 7, 2016

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:

APPROVED AS TO FORM:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

**BRIAN ALOIA, ESQ.
CORPORATION COUNSEL**

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO LOU'S LANDSCAPING & DESIGN, INC. FOR THE PROVISIONS OF STEVENS PARK SIDEWALK IMPROVEMENT PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16 - 21 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$122, 025.00

AMOUNT TO BE CERTIFIED:

\$ 122,025.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$122,025.00 is available in the following appropriation: _____; 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



August 30, 2016

Leo Pellegrini, Director
Health and Human Services
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Stevens Park Sidewalk Improvements
Bid No. 16-21
City of Hoboken
Hudson County, New Jersey
Our File No. HO-527

Dear Mr. Pellegrini:

On August 26, 2016, the City of Hoboken (City) received seven (7) bids for the *Stevens Park Sidewalk Improvements* project. As you are aware the construction costs for this project are being funded by the City of Hoboken. Below is a summary of the three (3) lowest bids:

<u>Bidder</u>	<u>Bid Amount</u>	
Lou's Landscaping & Design, Inc. 573 Valley Road, Suite 7A Wayne, New Jersey 07470	\$ 49,575.00 \$ 16,560.00 \$ 26,910.00 <u>\$ 28,980.00</u> \$122,025.00	Bid Price Alternate Bid "A" Alternate Bid "B" Alternate Bid "C" Total Bid Price (Base plus Alternates A, B & C)
V & K Construction, Inc. 37 Bartha Avenue Edison, New Jersey 08817	\$ 48,500.00 \$ 17,280.00 \$ 28,080.00 <u>\$ 30,240.00</u> \$124,100.00	Bid Price Alternate Bid "A" Alternate Bid "B" Alternate Bid "C" Total Bid Price (Base plus Alternates A, B & C)
Adamo Brothers Construction, Inc. 1033 Alexander Avenue Ridgefield, New Jersey 07657	\$ 54,150.00 \$ 17,280.00 \$ 28,080.00 <u>\$ 30,240.00</u> \$129,750.00	Bid Price Alternate Bid "A" Alternate Bid "B" Alternate Bid "C" Total Bid Price (Base plus Alternates A, B & C)

The remaining four (4) bidders submitted total bid prices ranging from \$144,867.20 to \$304,830.00. A summary of all bids received is attached, as well as a tabulation of unit costs for all seven (7) bidders. Boswell Engineering (Boswell) reviewed all bid documentation submitted by the three lowest bidders and provides the following comments.

BID DOCUMENTATION

Lou's Landscaping & Design, Inc.

1. Lou's Landscaping & Design, Inc. appears to have a complete submission.

V & K Construction, Inc.

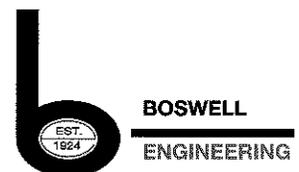
1. V & K Construction, Inc's submission is missing the following documents:
 - a. Affirmative Action Data Form;
 - b. Americans with Disabilities Act of 1990 Acknowledgement Form;
 - c. Prevailing Wage Affidavit;
 - d. Stockholder Disclosure Form;
 - e. Non-Collusion Affidavit Form;
 - f. Nuclear-Free Hoboken Ordinance Statement;
 - g. Statement of Understanding.

Adamo Brothers Construction, Inc.

1. Adamo Brothers Construction, Inc's submission is missing the following documents:
 - a. Proof of Business Registration (to be provided prior to the award of contract)
 - b. Evidence of Public Works Contractor Registration (to be provided prior to the award of contract)
 - c. Bid Bond
 - d. Consent of Surety

RECOMMENDATION

It is our understanding that the City of Hoboken has adequate funding to award the Total Bid Price (Base plus Alternates A-C) for this project. Therefore, Boswell recommends that this contract be awarded to Lou's Landscaping & Design, Inc. in the amount of \$122,025.00.



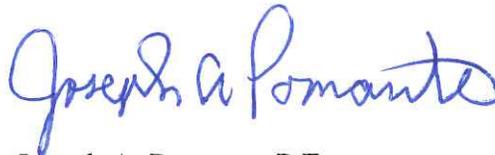
Leo Pellegrini, Director
Health and Human Services
August 30, 2016
Page 3 of 3

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Please do not hesitate to contact the undersigned with any questions.

Sincerely,

BOSWELL McCLAVE ENGINEERING



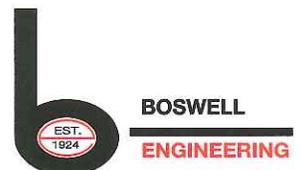
Joseph A. Pomante, P.E.
City Engineer Representative

JAP/s

Attachments

cc: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

160830_JAPL1 Bid Recommendation.doc



STEVENS PARK SIDEWALK IMPROVEMENTS
 CITY OF HOBOKEN
 HUDSON COUNTY, NEW JERSEY
 OUR FILE NO. HO-527

Bid Date: August 26, 2016

Engineer: Joe Pomante

Time: 1:00 P.M.

Base Bid: \$65,000-\$85,000

Alt. Bid A: \$15,000-\$35,000

Alt. Bid B: \$30,000-\$50,000

Alt. Bid C: \$30,000-\$50,000

1. Adamo Brothers Construction ✓

Base Bid \$54,150

Alt. Bid A \$17,280

Alt. Bid B \$28,080

Alt. Bid C \$30,240

Total \$129,750 (3)

2. A.A. Berms, LLC ✓

Base Bid \$56,688.20

Alt. Bid A \$20,155.20

Alt. Bid B \$32,752.20

Alt. Bid C \$35,271.60

Total \$144,877.20 (4)
^{144,867.20}

3. Your Way Construction ✓

Base Bid \$120,150

Alt. Bid A \$42,080

Alt. Bid B \$68,120

Alt. Bid C \$74,480

Total \$304,830 (7)

4. Boltzer Landscaping, Inc.

Base Bid _____

Alt. Bid A _____

Alt. Bid B _____

Alt. Bid C _____

Total _____

5. Al Neto Contractors ✓
Base Bid \$ 61,350
Alt. Bid A \$ 21,600
Alt. Bid B \$ 35,100
Alt. Bid C \$ 37,800
Total \$ 155,850 (5)

6. Pav-Con Construction, Inc.
Base Bid _____
Alt. Bid A _____
Alt. Bid B _____
Alt. Bid C _____
Total _____

7. Max Adamo Construction
(This is a different company than
Adamo Brothers Construction above)
Base Bid _____
Alt. Bid A _____
Alt. Bid B _____
Alt. Bid C _____
Total _____

8. Lou's Landscaping & Design ✓
Base Bid \$49,575
Alt. Bid A \$16,560
Alt. Bid B \$26,910
Alt. Bid C \$28,980
Total \$122,025 (1)

9. Diamond Construction
Base Bid _____
Alt. Bid A _____
Alt. Bid B _____
Alt. Bid C _____
Total _____

10. Reggio Construction /

Base Bid \$69,841.70
Alt. Bid A \$24,832
Alt. Bid B \$40,352
Alt. Bid C \$43,456
Total \$178,⁴⁸¹~~841~~.70 (6)

11. V & K Construction Co. ✓

Base Bid \$48,500
Alt. Bid A \$17,280
Alt. Bid B \$28,080
Alt. Bid C \$30,240
Total \$124,100 (2)

BID SUMMARY
 STEVENS PARK SIDEWALK IMPROVEMENTS BID NO. 16-21
 CITY OF HOBOKEN
 HUDSON COUNTY, NEW JERSEY
 OUR FILE NO. HO-527

BID DATE: August 26, 2016

TIME: 1 PM

Lou's Landscaping & Design, Inc.
 573 Valley Road, Suite 7A
 Wayne, NJ 07470
 973-694-7038
 973-832-4864 Fax

V & K Construction, Inc.
 37 Bartha Avenue
 Edison, NJ 08817
 732-572-7188
 732-572-1797

Adamo Brothers Const. Inc.
 1033 Alexander Avenue
 Ridgefield, NJ 07657

A.A. Berms, LLC
 106 Mill Street
 Belleville, NJ 07109

Al Neto Contractors, Inc.
 1004 Severin Drive
 Bridgewater, NJ 08807

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
BASE BID													
1	Breakaway	UNIT	10	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 0.01	\$ 0.10	\$ 20.00	\$ 200.00
2	Drum	UNIT	10	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 0.01	\$ 0.10	\$ 5.00	\$ 50.00
3	Traffic Cone	UNIT	50	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 5.00	\$ 250.00	\$ 0.01	\$ 0.50	\$ 2.00	\$ 100.00
4	Construction Signs	S.F.	100	\$ 10.00	\$ 1,000.00	\$ 15.00	\$ 1,500.00	\$ 5.00	\$ 500.00	\$ 0.01	\$ 1.00	\$ 2.50	\$ 250.00
5	Paver Sidewalk	S.Y.	450	\$ 103.50	\$ 46,575.00	\$ 100.00	\$ 45,000.00	\$ 117.00	\$ 52,650.00	\$ 125.97	\$ 56,686.50	\$ 135.00	\$ 60,750.00
Total Base Bid Items					\$ 49,575.00		\$ 48,500.00		\$ 54,150.00		\$ 56,686.20		\$ 61,350.00
Alternate Bid 'A'													
5A	Paver Sidewalk	S.Y.	160	\$ 103.50	\$ 16,560.00	\$ 108.00	\$ 17,280.00	\$ 108.00	\$ 17,280.00	\$ 125.97	\$ 20,155.20	\$ 135.00	\$ 21,600.00
Total Alternate Bid 'A'					\$ 16,560.00		\$ 17,280.00		\$ 17,280.00		\$ 20,155.20		\$ 21,600.00
Alternate Bid 'B'													
5B	Paver Sidewalk	S.Y.	260	\$ 103.50	\$ 26,910.00	\$ 108.00	\$ 28,080.00	\$ 108.00	\$ 28,080.00	\$ 125.97	\$ 32,752.20	\$ 135.00	\$ 35,100.00
Total Alternate Bid 'B'					\$ 26,910.00		\$ 28,080.00		\$ 28,080.00		\$ 32,752.20		\$ 35,100.00
Alternate Bid 'C'													
5C	Paver Sidewalk	S.Y.	280	\$ 103.50	\$ 28,980.00	\$ 108.00	\$ 30,240.00	\$ 108.00	\$ 30,240.00	\$ 125.97	\$ 35,271.60	\$ 135.00	\$ 37,800.00
Total Alternate Bid 'C'					\$ 28,980.00		\$ 30,240.00		\$ 30,240.00		\$ 35,271.60		\$ 37,800.00
TOTAL BASE BID AND ALTERNATE BIDS A, B, C					\$ 122,025.00		\$ 124,100.00		\$ 129,750.00		\$ 144,867.20		\$ 155,850.00

BID DATE: August 26, 2016

TIME: 1 PM

Reggio Construction
 1575 West Street
 Fort Lee, NJ 07024
 201-363-0156
 201-363-8965

Your Way Construction, Inc.
 404 Coit Street
 Irvington, NJ 07111

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
BASE BID													
1	Breakaway	UNIT	10	\$ 0.01	\$ 0.10	\$ 50.00	\$ 500.00		\$ -		\$ -		\$ -
2	Drum	UNIT	10	\$ 0.01	\$ 0.10	\$ 25.00	\$ 250.00		\$ -		\$ -		\$ -
3	Traffic Cone	UNIT	50	\$ 0.01	\$ 0.50	\$ 10.00	\$ 500.00		\$ -		\$ -		\$ -
4	Construction Signs	S.F.	100	\$ 0.01	\$ 1.00	\$ 10.00	\$ 1,000.00		\$ -		\$ -		\$ -
5	Paver Sidewalk	S.Y.	450	\$ 155.20	\$ 69,840.00	\$ 262.00	\$ 117,900.00		\$ -		\$ -		\$ -
Total Base Bid Items					\$ 69,841.70		\$ 120,150.00		\$ -		\$ -		\$ -
Alternate Bid 'A'													
5A	Paver Sidewalk	S.Y.	160	\$ 155.20	\$ 24,832.00	\$ 263.00	\$ 42,080.00		\$ -		\$ -		\$ -
Total Alternate Bid 'A'					\$ 24,832.00		\$ 42,080.00		\$ -		\$ -		\$ -
Alternate Bid 'B'													
5B	Paver Sidewalk	S.Y.	260	\$ 155.20	\$ 40,352.00	\$ 262.00	\$ 68,120.00		\$ -		\$ -		\$ -
Total Alternate Bid 'B'					\$ 40,352.00		\$ 68,120.00		\$ -		\$ -		\$ -
Alternate Bid 'C'													
5C	Paver Sidewalk	S.Y.	280	\$ 155.20	\$ 43,456.00	\$ 266.00	\$ 74,480.00		\$ -		\$ -		\$ -
Total Alternate Bid 'C'					\$ 43,456.00		\$ 74,480.00		\$ -		\$ -		\$ -
TOTAL BASE BID AND ALTERNATE BIDS A, B, C					\$ 178,481.70		\$ 304,830.00		\$ -		\$ -		\$ -

* Denotes a difference in amount

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 30, 2016

To: Quentin Wiest, Business Administrator
Alyssa L. Bongiovanni, Assistant Corporation Counsel

From: AL B. Dineros

Subject: **Recommendation to Award the Contract for Bid 16 - 21 –
Stevens Park Sidewalk Improvement Project**

Reference: (a) Memorandum from Boswell McClave Engineering – August 30, 2016

Boswell McClave Engineering reviewed the bid documentations submitted by the three (3) lowest bidders and were satisfied that it met the intent of the specifications.

I reviewed the bid documents submitted by the three (3) lowest bidders. The following information is provided:

<u>VENDOR</u>	<u>BID PROPOSALS</u>	
1. Lou's Landscaping & Design 573 Valley Road, Suite 7A Wayne, NJ 07470	Base Bid	\$49,575.00
	Alt. Bid A	\$16,560.00
	Alt. Bid B	\$26,910.00
	Alt. Bid C	\$28,980.00
	Total Bid	\$122,025.00
2. V & K Construction Co. Bartha Avenue Edison, NJ 08817	Base Bid	\$48,500.00
	Alt. Bid A	\$17,280.00
	Alt. Bid B	\$28,080.00
	Alt. Bid C	\$30,240.00
	Total Bid	\$124,100.00
3. Adamo Brothers Construction Alexander Avenue Ridgefield, NJ 07657	Base Bid	\$54,150.00
	Alt. Bid A	\$17,280.00
	Alt. Bid B	\$28,080.00
	Alt. Bid C	\$30,240.00
	Total Bid	\$129,750.00

I fully concurred with Boswell McClave Engineering to award the contract to Lou's Landscaping & Design, Inc. for not to exceed amount of \$122,025.00.

The following comments are provided regarding bid submission for the lowest three (3) bidders:

1. Lou's Landscaping & Design - It appears they have complete submission
2. Adamo Brothers Construction – It appears they have complete submission.
4. V & K Construction Co. - They failed to submit the following:
 - a. Affirmative Action Date Form
 - b. Americans with Disabilities Act of 1990
 - c. Affirmative compliance Form
 - d. Prevailing Wage Affidavit
 - e. Stockholder Disclosure Form
 - f. Non-Collusion Affidavit
 - g. Nuclear- Free Hoboken Ordinance Statement

NOTE: It appears that the 2nd copy provided by Adamo Brothers that were given to Boswell McClave Engineering was missing some documents which was reflected in the memo from Joe Pomante.

INTRODUCED BY: _____
SECOND BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE REPLACEMENT OF TREES BY
FIELDS HI-RISE CONSTRUCTION COMPANY AND WAIVER OF ANY
PERMIT FEES TO COMPLETE THE WORK**

WHEREAS, by letter dated August 30, 2016, Fields Hi-Rise Construction Co., (hereinafter “FHRC”) offered to volunteer labor and materials to remove approximately 16 dead trees and plant nine trees as outlined in August 29, 2016, Street Planting design for 2nd Adams Street as prepared by Twin Resources and repair or replace miscellaneous sidewalk paving stones in and around the affected area; and

WHEREAS, FHRC has graciously offered to provide resources to perform the work without any expectation of remuneration; and,

WHEREAS, FHRC recognizes that the exact scope of the work including the number, location and type of trees to be planted shall be determined by the City; and,

WHEREAS, FHRC has requested that any tree removal permit or other fees normally imposed by the City be waived; and,

WHEREAS, FHRC has agreed to obtain and provide the City with the appropriate insurance certifications evidencing appropriate coverage is in effect after the final scope of work is agreed upon and before work begins.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Hoboken hereby authorizes the Mayor and/or her Administration to notify Fields Hi-Rise Construction Co., of the Council’s acceptance of their gracious donation of time and material as outlined herein and their letter dated August 30, 2016; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor, her Administration, and/or Corporation Counsel to proceed to finalize and execute said scope of work making any changes necessary, certify adequate insurance is in place, and to take any and all steps necessary to ensure the intent of this resolution is carried out.

Meeting date: September 7, 2016

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:

APPROVED AS TO FORM:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

**BRIAN ALOIA, ESQ.
CORPORATION COUNSEL**

FIELDS HI-RISE CONSTRUCTION COMPANY

1 Henderson Street
Hoboken, New Jersey 07030
Telephone: (201) 938-0100 or (201) 656-6160
Fax: (201) 656-2116

August 30, 2016

Via E-Mail

Stephen D. Marks
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

**Re: Removal and Replacement of Dead Trees
Adams and 2nd Street, Hoboken, New Jersey**

Dear Mr. Marks:

Fields Hi-Rise Construction Co. ("FHRC") wishes to volunteer its services to the City of Hoboken to remove and replace certain dead street trees in the general area of the Hoboken Multi-Service Center. FHRC offers its services to the City of Hoboken without any expectation of remuneration in connection with its work.

The scope of work will be finalized with representatives of the City of Hoboken but our understanding is that the actual scope of work generally includes the removal and replacement of approximately 12-16 trees located on municipal property or in the public right of way along Adams Street near the intersection of 2nd Street. The exact number, and specific type, of trees to be removed will be determined by the City of Hoboken. In addition, the new types and locations of the replacement trees to be installed by FHRC will be decided by the City of Hoboken after further evaluation and review. Upon agreement between FHRC and the City of Hoboken, FHRC will also repair or replace miscellaneous sidewalk paving stones in and around the affected area.

FHRC will perform its work in accordance with relevant ordinances of the City of Hoboken. FHRC does request, however, that any tree removal permit fees be waived by the City of Hoboken in connection with its work. Once the final scope of work is agreed upon with the City of Hoboken, FHRC will provide proper insurance limits and insurance certificates required by the City of Hoboken.

Thank you and we look forward to working with the City of Hoboken on this project.

Very truly yours,

Robert Caulfield

2nd STREET

2nd STREET

SIDEWALK

SIDEWALK

ADAMS STREET

ADAMS STREET

TREE PIT TO REMAIN

SYCAMORE
QTY: 1
4-5" CAL.
USE EXISTING TREE PIT

LINDEN
QTY: 8
4-5" CAL.
PROPOSED TREE PIT- 8'X8'

SKATING RINK

SKATING RINK

KEY

✕ REMOVE TREES - (16)
(FILL PITS WITH MATCHING PAVERS)

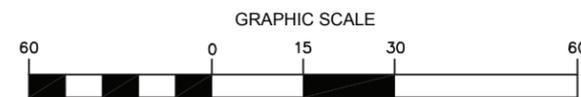
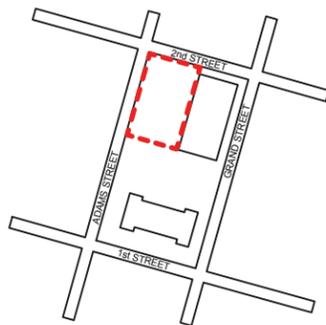
■ LARGE PITS - 8' x 8'

■ SMALL PITS - 4' x 4'

KEY

● PROPOSED TREES - (9)
(REMOVE PAVERS AND CREATE NEW PITS)

SITE KEY:



(IN FEET)
1"=30'



NOTE: THIS DRAWING IS THE PROPERTY OF TWIN RESOURCES AND MAY NOT BE REPRODUCED OR USED IN ANY WAY WITHOUT THE EXPRESSED WRITTEN CONSENT OF TWIN RESOURCES.

PROJECT:		STREETSCAPE PLANTING		
ADDRESS:		2nd & ADAMS STREET		
TITLE:		SIDEWALK REMOVALS & PLANTING		
DRAWN:	CHECKED:	SCALE:		REVISION:
MAB	WJM	1"=30'		
BLOCK:	LOT:	AREA:		
DATE:	JOB #:	SHEET:		
8.29.16		1 OF 1		
15 LEWIS STREET, EATONTOWN, NEW JERSEY 07724		PHONE 732.380.1351	FAX 732.380.1347	

DEPARTMENT OF ENVIRONMENTAL SERVICES

City of Hoboken

94 WASHINGTON Street
Hoboken, New Jersey, 07030

201-420-2049

Fax: 201-222-3830

TREE PERMIT



DAWN ZIMMER
MAYOR

Leo Pellegrini
Director

PERMISSION IS HEREBY GRANTED TO ROBERT CAUFIELD / FIELDS CONSTRUCTION
(Name of Person / Company)

Address 1 HENDERSON ST HOBOKEN.
Telephone: 201-656-6160 Fax: 201-656-2116 Mobile: _____

To: Plant: Prune: Remove: Other: _____

A Tree at the following Location:
Just + Adams, Municipal Building

Property Owner's Name: CITY OF HOBOKEN.

Address _____

Telephone _____

The person or persons who accept this permit conditions that he or they will be held liable for all damage that may arise by reason of accident or carelessness. The City of Hoboken requires that the tree stump be ground out and all debris / branches, etc. be removed from the site. Also, the sidewalk area around the tree must be repaired to eliminate any dangerous conditions to pedestrians.

OTHER CONDITIONS _____

Environmental Services Director (or Representative) _____ Date: _____

Contractor / Owner [Signature] 8/29/16.
Signature



INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AMENDING HOBOKEN CITY COUNCIL
RESOLUTIONS NO. 5 DATED FEBRUARY 17, 2016 AND NO. 7 DATED
MAY 18, 2016 TO ALLOW FOR AN ADJUSTMENT OF FUNDS**

WHEREAS, Resolution No. 5 was passed on February 17, 2016 by the City Council of the City of Hoboken, approving payment of the remaining outstanding amount of the judgment balance for the acquisition of the property known as Block 12 relative to the matter of City of Hoboken v. Ponte in the amount of \$1,546,000.00, utilizing funds from the Municipal Open Space Trust Fund (T-26-56-850-851); and,

WHEREAS, Resolution No. 7 was passed on May 18, 2016 awarding a contract to Flanagan's Constructing Group, Inc. for a construction project located at Block 12 in the total not to exceed amount of \$4,907,567.50, of which \$1,302,174 was charged to Ordinance Z-94 (C-04-60-711-110); and,

WHEREAS, the City has received guidance that the construction of Block 12 should not be charged to Ordinance Z-94; and,

WHEREAS, the City has determined to amend the Certification of Funds contained in the May 18, 2016 resolution to charge the local share of the contract with Flanagan's Constructing Group, in the amount of \$1,302,174.00, to the Open Space Trust Fund (T-26-56-850-851).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that an adjustment of funds shall be made as follows:

1. Resolution No. 5 dated February 17, 2016 shall be amended to charge the total amount of \$1,546,000.00 for the acquisition of Block 12 relative to the matter of City of Hoboken v. Ponte to Bond Ordinance Z-94, Account No. C-04-60-711-110.
2. Resolution No. 7 dated May 18, 2016 shall be amended to charge \$1,302,174.00 to the Open Space Trust Fund, Account No. T-26-56-850-851.

Meeting date: September 7, 2016

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:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AMENDING RESOLUTION NO. 5 DATED FEBRUARY 17, 2016 AND RESOLUTION NO. 7 DATED MAY 18, 2016 TO ALLOW FOR AN ADJUSTMENT OF FUNDS

AMOUNTS TO BE CERTIFIED AND ACCOUNTS TO BE CERTIFIED FROM:

\$1,546,000.00 from C-04-60-711-110
 \$1,302,174.00 from T-26-56-850-851

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$2,848,174.00 is available in the following appropriation: \$1,546,000.00 from C-04-60-711-110 and \$1,302,174.00 from 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 CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

SPONSORED: *Robert J. Wynn*
SECONDED: *[Signature]*

CITY OF HOBOKEN
RESOLUTION NO.

RESOLUTION TO APPROVE THE PAYMENT OF THE REMAINING OUTSTANDING AMOUNT OF THE JUDGMENT BALANCE FOR BLOCK 12, IN THE MATTER KNOWN AS CITY OF HOBOKEN V. PONTE, HUD-L-4095-12, IN ACCORDANCE WITH THE JUDGMENT, FROM THE MUNICIPAL OPEN SPACE TRUST FUND, IN THE REMAINING OUTSTANDING AMOUNT OF \$1,546,000.00

WHEREAS, the City of Hoboken is currently involved in the matter known as City of Hoboken v. Ponte, HUD-L-4095-12 regarding Block 12; and,

WHEREAS, the Court has entered a judgment in the amount of \$4,483,000.00, of which the City previously paid \$2,937,000.00 as the down payment, leaving a judgment balance of \$1,546,000.00; and,

WHEREAS, the City seeks to pay the judgment balance from the City's Municipal Open Space Trust Fund, T-26-56-850-851, which is proper under such circumstances since the judgment is for condemnation and acquisition of the property known as Block 12 by the City, and funds to cover the judgment balance are available in said Trust.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Council consents to the payment of the judgment balance, \$1,546,000.00, by the Administration from the Municipal Open Space Trust Fund, T-26-56-850-851, and consents to all action taken by the Administration in accordance with the terms of said judgment, including without limitation final payment of the judgment amount from the City's aforementioned funds without contest or the need for a separate claim approval.

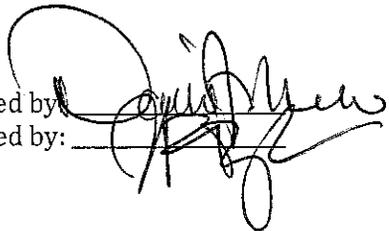
BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon adoption.

Meeting Date: February 17, 2016

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
[Signature]
Ausia Proko, Esq.
Incorporation 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	/			

Introduced by: 
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AWARDING A CONTRACT TO FLANAGAN'S CONSTRUCTING GROUP, INC. FOR THE PROVISIONS OF HOBOKEN SOUTHWEST BLOCK 12 PARK IN ACCORDANCE WITH THE CITY'S BID NO. 16-03 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$4,907,567.50

WHEREAS, bids were received for Hoboken Southwest Block 12 Park project, as specified in Bid Number 16 - 03; and,

WHEREAS, two (2) bids were received, the being:

<u>VENDOR</u>	<u>TOTAL BID PRICE</u>
1. Flanagan's Contracting Group, Inc. 90 Old Camplain Road Hillsborough, NJ 08844	\$4,907,567.50
2. Justinian Builders, Inc. 338 7 th Street, Ground Floor Jersey City, NJ 07302	\$5,376,474.65

WHEREAS, pursuant to the recommendation of the City Architect (attached hereto) the City wishes to contract for the services specified in Bid No. 16 - 03, and Flanagan's Contracting Group, Inc. submitted the lowest, responsible, and responsive bid in the amount of \$4,907,567.50; and,

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

- A. This resolution awards a contract, in a form supplied by the City to the contractor and engineer, to Flanagan's Contracting Group, Inc. for Bid No. 16 - 03, in the total amount of Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and Fifty Cents (\$4,907,567.50) for Hoboken Southwest Bock 12 Park Project; and said contract shall be to Flanagan's Contracting Group, Inc. in accordance with the specifications as set forth in Bid No. 16 - 03.
- 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 project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Architect's recommendations; therefore, none will be accepted in performing obligations under the bid.

- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Bid No. 16-03, and the contract entered into thereunder, is subject to the liquidated damages clause, the performance bond, and the environmental bond obligations defined within the language of the bid documents, and the contract awarded herein under Bid No. 16-03 shall be subject to said obligations as well.
- F. The Mayor or her authorized agent is hereby sanctioned to enter into the herein awarded contract with the vendor for said purchase pursuant to Bid No. 16-03.
- G. Prior to execution of the contract awarded and defined hereunder, and within twenty (20) days of adoption of this resolution, the City of Hoboken shall provide a copy of this resolution along with the bid specifications, the bid proposal of Flanagan's Constructing Group, Inc., and a draft of the City's form contract to the Office of the State Comptroller of the State of New Jersey for review. The Mayor's authority to execute the agreement hereunder shall not be initiated until the Office of the State Comptroller acknowledges receipt of same.
- H. This resolution shall take effect immediately upon passage.

Meeting date: May 18, 2016

APPROVED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

Atyisia Proko
 Acting Corporation Counsel, Esq.

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 AWARDING A CONTRACT TO FLANAGAN'S CONSTRUCTING GROUP, INC. FOR THE PROVISIONS OF HOBOKEN SOUTHWEST BLOCK 12 PARK IN ACCORDANCE WITH THE CITY'S BID NO. 16-03 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$4,907,567.50

AMOUNT TO BE CERTIFIED:

\$4,907,567.50

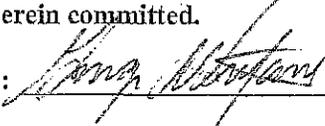
ACCOUNT NUMBER TO CERTIFY FROM:

\$3,605,393.50 - C-04-60 - 715 - 311

\$1,302,174.00 - C-04 - 60 - 711-110

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$4,907,567.50 is available in the following appropriation: \$3,605,393.50 from C-04-60 - 715 - 311 and \$1,302,174.00 from C-04 - 60 - 711-110; 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

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

MAY 18 2016


CITY CLERK

Batch Id: GDS Batch Date: 05/17/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-110 Parks Acq Ord Z-94 Land Purchase	Encumbrance	CFO Cert for meeting 05/16/16 flannagan	1,302,174.00	2
C-04-60-715-311 Z-370 CONSTRUCT SOUTHWEST RESIL. PARK	Encumbrance	CFO Cert for meeting 05/16/16 flannagan	3,605,393.50	4

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	4,907,567.50
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	4,907,567.50

	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	4,907,567.50
Total:	2	4,907,567.50

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	4,907,567.50		

Batch: GDS Updated Entries: 2 Updated Amount: 4,907,567.50 Ref Num: 4146

Flanagan's

Contracting Group, Inc.

90 Old Camplain Road
Hillsborough, NJ 08844

Ph: 908-429-1400
Fx: 908-429-0211

www.flanagansinc.com

June 13, 2016

Ms. Alysia M. Proko
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

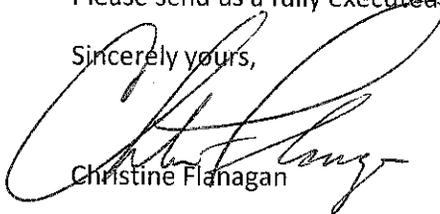
RE: Hoboken Southwest Block 12 Park

Dear Ms. Proko:

I have enclosed executed contracts, Performance, Payment and Labor Bond and Insurance Certificate regarding the Hoboken Southwest Block 12 Park project.

Please send us a fully executed copy for our files. Please call our office if you need anything else.

Sincerely yours,



Christine Flanagan

RECEIVED

JUN 14 2016

OFFICE OF CORPORATION COUNSEL
HOBOKEN, N.J. 07030

AGREEMENT FOR SERVICES

This **AGREEMENT** is by and between the **City of Hoboken**, a Municipal Corporation in the State of New Jersey with an office located at 94 Washington Street, Hoboken, New Jersey and **Flanigan's Constructing Group, Inc.** with its principal place of business at 90 Old Camplain Road, Hillsborough, New Jersey 08844.

WHEREAS, the City Council of the City of Hoboken by Resolution No. 7 dated May 18, 2016, retained the services of **Flanigan's Constructing Group, Inc.** to serve as vendor for the Provisions of Bid No. 16-03 -HOBOKEN SOUTHWEST BLOCK 12 PARK, **Flanigan's Constructing Group, Inc.'** proposal, and the City's resolution of award, and this Agreement shall be in a not to exceed amount of **Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and Fifty Cents (\$4,907,567.50)**, and for a term to commence ~~May 18, 2016~~ ¹⁶ and terminate upon completion of the project in accordance with the terms of the bid specifications, subject to applicable liquidated damages described therein.

WHEREAS, **Flanigan's Constructing Group, Inc.** will be required to abide by: (1) all applicable State and Local election contribution reporting requirements, including but not limited to the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Code of the City of Hoboken; (2) all Federal, State and Local Affirmative Action laws; (3) all other Federal, State and Local laws and regulations relating to public contractors, Prevailing Wage, the Open Public Records Act and the Local Public Contract Law;

WHEREAS, said service is subject to Bidding, but is not subject to the professional service and/or redevelopment Pay to Play laws of the State of New Jersey and the City of Hoboken.

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties heretofore agree as follows:

1. Contract Documents. The Contract Documents consist of each the following, which shall be incorporated by reference into the Contract:
 - a) **Flanigan's Constructing Group, Inc.'** price proposal for **Provisions of Bid No. 16-03 -HOBOKEN SOUTHWEST BLOCK 12 PARK**
 - b) Affirmative Action Compliance Forms
 - c) All Bidding Disclosure Forms
 - d) City Council Resolution #7 dated May 18, 2016
 - e) Bid Specifications for Bid No. 16-03
2. Scope of Work. This Agreement represents a contract between **Flanigan's Constructing Group, Inc.** and the City of Hoboken, and no third party beneficiaries are intended or implied. Any subcontractors utilized by **Flanigan's Constructing Group, Inc.** are the sole responsibility of **Flanigan's Constructing Group, Inc.** **Flanigan's Constructing Group, Inc.** agrees to strictly comply with all the terms and conditions set forth in (1) Resolution No. 7 of May 18, 2016, (2) the Bid Specifications for Bid No. 16-03 (including any and all addenda), and (3) **Flanigan's Constructing Group, Inc.** bid and price proposal; all items will be reviewed and interpreted in that order, with the terms thereof being subject to the item listed beforehand and being repealed if inconsistent with the item listed beforehand; and, since no exception were noted in the proposal and resolution, none will be accepted as part of this agreement; and,
3. Contract Sum. **Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and Fifty Cents (\$4,907,567.50)**, and for a term to commence ~~May 18, 2016~~ ¹⁶ and terminate upon completion of the project in accordance with the terms of the bid specifications, subject to applicable liquidated damages described therein.

4. **Flanigan's Constructing Group, Inc.**' invoicing shall be in accordance with their bid proposal, with any change orders being subject to all applicable change order laws, and the bid specifications. **Flanigan's Constructing Group, Inc.** hereby agrees to notify Vendee, in writing through the Business Administrator and/or City Engineer, when invoices have reached Eighty Percent (80%) of the not to exceed amount established herein. **Flanigan's Constructing Group, Inc.** agrees to further notify Vendee, in writing through the Business Administrator or City Engineer, when invoices have reached One Hundred Percent (100%) of the not to exceed amount. **Flanigan's Constructing Group, Inc.** acknowledges that Vendee has not authorized and may not be held liable for any amounts billed above the not to exceed amount without prior authorized written approval of the City Engineer or the City Business Administrator.

5. Non-Appropriations Clause. If City fails to properly appropriate funds necessary to effectuate this Agreement, this Agreement shall terminate immediately upon notice to **Flanigan's Constructing Group, Inc.** subject only to payment for services rendered prior to said notice. No damages may accrue against either party for termination based on failure to appropriate.

6. Contract Term. The term shall commence ~~May 10, 2016~~ ^{TBD} and terminate upon completion of the project in accordance with the terms of the bid specifications, subject to applicable liquidated damages described therein.

7. Assignment. This Agreement may not be assigned by **Flanigan's Constructing Group, Inc.** without the prior written consent of the City of Hoboken.

8. Laws. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

9. Compliance. **Flanigan's Constructing Group, Inc.** shall comply with the requirements of N.J.A.C. 17:27 et seq. regarding Affirmative Action (see attached Addendum A), regarding Equal Employment Opportunity, and regarding City of Hoboken's "Public Contracting Reform Ordinance." **Flanigan's Constructing Group, Inc.** will execute any and all forms and provide any and all documents required to ensure compliance with these requirements.

10. Record Retention and Availability. **Flanigan's Constructing Group, Inc.** covenants to retain all records relating hereto for the period required by law, according to the rules and regulations established by the New Jersey Division of Archives and Record Management. With prior written approval of the City Clerk and Corporation Counsel, **Flanigan's Constructing Group, Inc.** may forward all records to Vendee for archiving and maintenance when said records are no longer needed by vendor, and vendor shall at all times, and within the time limits set out under New Jersey's Open Public Records Act make any and all documents relating to representation available to Vendee. Should any documents requested by Vendee for purposes of OPRA and/or FOIA be exempt and/or subject to privilege, **Flanigan's Constructing Group, Inc.** covenants to forward a privilege/exemption log to the City in place of those documents.

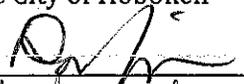
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

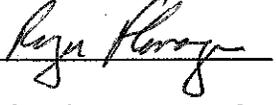
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this _____

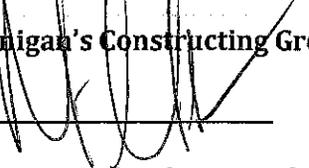
day of _____, 2016.

ATTEST: 6-24-16


James J. Farina, City Clerk

The City of Hoboken
By 
Dawn Zimmer, Mayor

ATTEST:


Flanigan's Constructing Group, Inc.
By 

The aforementioned Agreement has been reviewed and approved as to form.

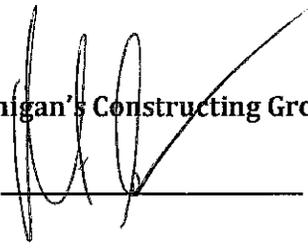
, Esq.
Corporation Counsel

CERTIFICATION OF COMPLIANCE WITH CITY OF HOBOKEN ORDINANCE DR-297, "PUBLIC CONTRACTING REFORM ORDINANCE"

Flanigan's Constructing Group, Inc. hereby certifies that it has reviewed City of Hoboken Ordinance DR-297, "Public Contracting Reform Ordinance," ("Ordinance") and that it has not made a political contribution in violation of the Ordinance within one calendar year immediately preceding the date of this Agreement.

Flanigan's Constructing Group, Inc. further certifies that it is aware of and will comply with its continuing duty to report any violations of the Ordinance that may occur during the negotiation, proposal process or the completion of the performance or specified time period of this Agreement.

ATTEST:


Flanigan's Constructing Group, Inc.
By: 

ADDENDUM A

**P.L. 1975, c. 127 (N.J.A.C. 17:27)
Mandatory Affirmative Action Language
Procurement, Professional or Service Contract**

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

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

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

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

The contractor and subcontractor, where applicable, agrees to comply with any regulations, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1097, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the areas, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, Affectional or sexual orientation, and

that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

We hereby agree to comply with the above regulations and mandatory language under the requirements of the State of New Jersey Affirmative Action Office during the year 2002 for professional services to any Public Agency, County, Municipality or Township as may be applicable.

Flanigan's Constructing Group, Inc. hereby certifies that it has reviewed Addendum A and that it has not taken any actions in violation of the requirements within one calendar year immediately preceding the date of this Agreement.

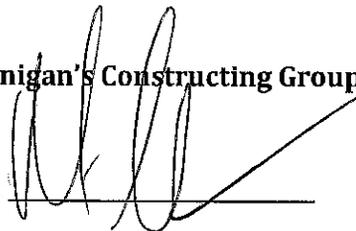
Flanigan's Constructing Group, Inc. further certifies that it is aware of and will comply with its continuing duty to prevent and/or mitigate any conduct which may occur during the negotiation, proposal process or the completion of the performance or specified time period of this Agreement.

ATTEST:



Flanigan's Constructing Group, Inc.

By:



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

CONTRACTOR INSTUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A 19:44A-20.7) are subject to the provisions of P.L 2005, c. 271, s.2 (N.J.S.A. 19:44A-20260. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20,26(b)] the contributor must be listed on the disclosure.

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

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

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclose able to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law: NOTE: This section does not apply to Board of Education contracts.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law: NOTE: This section does not apply to Board of Education contracts.

POLITICAL CONTRIBUTION DISCLOSURE FORM

PART II -- CITY OF HOBOKEN DISCLOSURE LIST

Entity	Threshold Amount	Time Frame
Candidate of elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Candidate Committee of candidate to elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Joint Candidate Committee of candidates any of whom are running for elective municipal office in Hoboken	\$500.00	One year before contract execution through one year after contract completion
Any individual who currently holds an elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Any Hudson County political Party committee	\$500.00	One year before contract execution through one year after contract completion
Any continuing political committee or political action committee that financially supports Hoboken or Hudson County candidates	\$500.00	One year before contract execution through one year after contract completion
Combined Total of All Contributions Regulated (above)	\$2500.00	One year before contract execution through one year after contract completion

STOCKHOLDER/INTEREST HOLDER DISCLOSURE CERTIFICATION

Name of Business: FLANAGAN'S CONTRACTING GROUP INC

I certify that the list below contains the names and home addresses of all stockholders and/or interest holders which hold 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder and/or interest holder owns 10% or more of the issued and outstanding stock and/or interests of the undersigned

Check the box that represents the type of business organization:

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

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

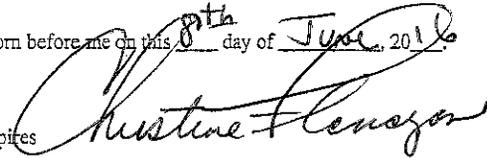
Stockholders / Interest Holders:

Name: <u>Robert J. FLANAGAN</u>	Name: <u>Roger P. FLANAGAN</u>
Home Address: <u>203 Beechwood Ave Middletown NJ 08846</u>	Home Address: <u>3 CURTIS DRIVE BENNINGTON NJ</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

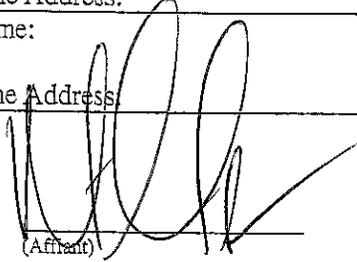
Subscribed and sworn before me on this 8th day of June, 2016

(Notary Public)

My commission expires



CHRISTINE FLANAGAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2056115
My Commission Expires 2/3/2019



Robert J. Flanagan
(Print name & title of affiant) President

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statues

and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C 17:27.

Pursuant to New Jersey Executive Order No. 151, of Friday, August 28, 2009 contractors should be advised of the following:

It is the policy of the City of Hoboken that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the City of Hoboken to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the City of Hoboken'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 City of Hoboken's contract with the contractor. Payment may be withheld from a contractor's for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but not limited to:

- 1.) 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>
- 2.) The Contractor shall keep specific records of its efforts, including specific numbers of minorities and women
- 3.) The contractor shall actively solicit and shall provide the City of Hoboken with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
- 4.) The Contractor shall provide evidence of efforts described at 2 above to the City of Hoboken no less frequently than once every 12 months.
- 5.) The Contractor shall comply with the requirements set forth at N.J.A.C 17:27

To ensure successful implementation of the Executive Order, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

If you have any questions or require additional information, please contact the Division at 609-292-5473.

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A,B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by the union which provides evidence, in accordance with standards prescribed by a Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27- 7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended

from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals.

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C 17:27-5.3, of its workforce needs, and request referral of minority and women workers.
- (2) To notify any minority and woman workers who have been listed with it as awaiting available vacancies.
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and woman workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement and arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statues and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A 10:5-31 et. Seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor.

- I. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral

agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- II. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- III. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or of the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its file, and send a copy to the public agency compliance officer and to the Division

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract on forms made available by the Division and submitted promptly to the Division upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an official project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Pursuant to New Jersey Executive Order No. 151, of Friday, August 28, 2009 contractors should be advised of the following:

It is the policy of the City of Hoboken that its contracts should create a workforce that reflects the diversity of the State of New Jersey Therefore, contractors engaged by the City of Hoboken to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women

The contractor must demonstrate to the City of Hoboken'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 City of Hoboken's contract with the contractor. Payment may be withheld from a contractor's for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but not limited to:

- 6.) 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>;
- 7.) The contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including specific numbers of minorities and women.
- 8.) The contractor shall actively solicit and shall provide the City of Hoboken with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electric media; and
- 9.) The Contractor shall provide evidence of efforts described at 2 above to the City of Hoboken no less frequently than once every 12 months
- 10.)The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27

To ensure successful implementation of the Executive Order, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

If you have any questions or require additional information, please contact the Division at 609-292-5473.



CERTIFICATE OF LIABILITY INSURANCE

REVISEDDATE (MM/DD/YYYY)
6/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C&H AGENCY 783 Riverview Drive P.O. Box 324 Totowa NJ 07511	CONTACT NAME: Angela McNab PHONE (A/C, No. Ext): (973) 890-0900 FAX (A/C, No.): (973) 812-9860 EMAIL ADDRESS: amcnab@chagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Flanagan's Contracting Group, Inc. 90 Old Camplain Road Hillsborough, NJ 08844	INSURER A: American Family Home Insurance Co.	
	INSURER B: Torus National Ins. Co. (Star Stone)	
	INSURER C: United States Fire Insurance Co.	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16-17 GL, A, U, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			88A5GL0000264	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> XCU Included						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Incl.						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
A	AUTOMOBILE LIABILITY			88A5CA0000124	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			49212D161ALI	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
DED RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			408-728298-6	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Hoboken Southwest Block 12 Park.
 City of Hoboken, its officers, agents and employees; Starr Whitehouse Landscape Architects and Planners PLLC; The State of New Jersey, its officers, agencies, and employees are included as Additional Insureds with respect to this project, but only if required by written and signed contract.

CERTIFICATE HOLDER City of Hoboken 95 Washington Street Hoboken, NJ 07030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert Culnen/JENN

© 1988-2014 ACORD CORPORATION. All rights reserved.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned

Flanagan's Contracting Group, Inc.

(Here insert the full name of CONTRACTOR)

Is PRINCIPAL, and

Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL, 60196

(Here insert the full name of SURETY)

a corporation organized and existing under the laws of the State of MD

as SURETY are held and firmly bound unto the

City of Hoboken, as OBLIGEE,

for the use and benefit of CLAIMANTS as hereinbelow defined, in the full and just several sums of Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and 50/100 (Dollars) (\$ 4,907,567.50) lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors, or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executor, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated

June, 20 16, (hereinafter called the CONTRACT) for

Hoboken Southwest Block 12 Park

which CONTRACT and the CONTRACT DOCUMENTS for said work shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, the condition of this BOND shall be such that:

If the PRINCIPAL shall well, truly and faithfully comply with and perform the CONTRACT in accordance with the CONTRACT DOCUMENTS, at the time and in the manner provided in the CONTRACT and in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the CONTRACT by the PRINCIPAL or growing out of the performance of the CONTRACT by the PRINCIPAL and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE from all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this bond shall be void; otherwise, this BOND shall be and shall remain in force and effect.

The PRINCIPAL and SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the work to be performed under the CONTRACT in accordance with CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under the BOND; and the SURETY, for value received does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the OWNER and the PRINCIPAL agree to arbitration then the SURETY shall become a party thereto and be bound by the results of the arbitration.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this 10th day of June, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

ON BEHALF OF INDIVIDUAL OR PARTNERSHIP

(Individual or Partnership Principal)

(Address)

Witness: _____

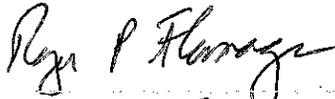
(Individual or Partnership Principal)

(Address)

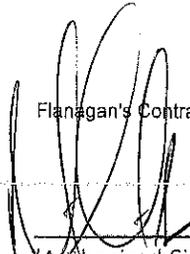
Witness: _____

ON BEHALF OF CORPORATION

Attest:
(affix corporate seal)



Royce P. Flanagan


Flanagan's Contracting Group, Inc.

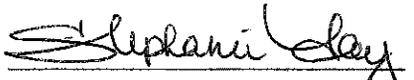
Robert J. Flanagan
(Authorized Signatory)

90 Old Camplain Road, Hillsborough, NJ 08844

(Business Address)

ON BEHALF OF SURETY

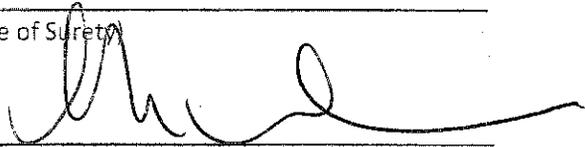
Attest:



ATTACH EFFECTIVE Stephanie Foy
POWER OF ATTORNEY

Fidelity and Deposit Company of Maryland

(Name of Surety)

By 

Lisa Nosal, Atty-In-Fact

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned

Flanagan's Contracting Group, Inc.

(Here insert the full name of CONTRACTOR)

Is PRINCIPAL, and

Fidelity and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL, 60196

(Here insert the full name of SURETY)

a corporation organized and existing under the laws of the State of MD

as SURETY are held and firmly bound unto the

City of Hoboken _____, as OBLIGEE,

for the use and benefit of CLAIMANTS as hereinbelow defined, in the full and just several sums of Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and 50/100 _____ (Dollars) (\$ 4,907,567.50) lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors, or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executor, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated June, 2016, (hereinafter called the CONTRACT) for

Hoboken Southwest Block 12 Park

which CONTRACT and the CONTRACT DOCUMENTS for said work shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, the condition of this BOND shall be such that:

If the PRINCIPAL shall promptly make payment to all CLAIMANTS as hereinafter defined, for all labor and material used or reasonably required for use in the Performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject however, to the following conditions:

- 1) A CLAIMANT is defined as one having a direct contract with the PRINCIPAL or with a SUBCONTRACTOR of the PRINCIPAL for labor, material or both used or reasonably required for use in the performance of the CONTRACT, labor, and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the CONTRACT.
- 2) The above named PRINCIPAL and SURETY hereby jointly and severally agree with the Owner that every CLAIMANT as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such CLAIMANT'S work or labor was done or performed, or materials were furnished by such CLAIMANT, may sue on this BOND for the use of such CLAIMANT, prosecute the suit to final judgment for such sums as may be justly due CLAIMANT, and have executed thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any CLAIMANT:
 - a) Unless CLAIMANT, other than one having a direct CONTRACT with the PRINCIPAL, shall have given written notice to any of the following: The PRINCIPAL, the OWNER, or the SURETY above named, within ninety (90) days after such CLAIMANT did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in this BOND is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court or competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4) The amount of this BOND shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this BOND.

- 5) The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the work to be performed under the CONTRACT in accordance with CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under the BOND; and the SURETY, for value received does not waive notice of any such alterations, changes, additions, extensions of time, act of forbearance and/or reduction of retained percentage.

- 6) If the OWNER and the PRINCIPAL agree to arbitration then the SURETY shall become a party thereto and be bound by the results of the arbitration.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this 10th day of June, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

ON BEHALF OF INDIVIDUAL OR PARTNERSHIP

(Individual or Partnership Principal)

(Address)

Witness: _____

(Individual or Partnership Principal)

(Address)

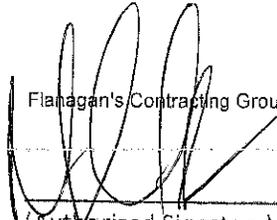
Witness: _____

ON BEHALF OF CORPORATION

Attest:
(affix corporate seal)



Roger P. Flanagan


Flanagan's Contracting Group, Inc.

Robert J. Flanagan
(Authorized Signatory)

90 Old Camplain Road, Hillsborough, NJ 08844

(Business Address)

ON BEHALF OF SURETY

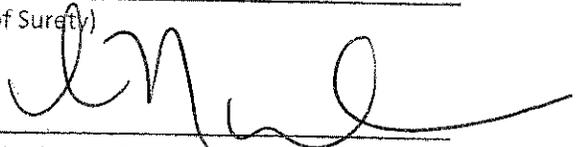
Attest:



ATTACH EFFECTIVE Stephanie For
POWER OF ATTORNEY

Fidelity and Deposit Company of Maryland

(Name of Surety)

By 

Lisa Nosal, Atty-In-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert E. CULNEN, Louis A. VLAHAKES and Lisa NOSAL, all of Totowa, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 15th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2015

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments	337,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable	19,935,844
TOTAL ADMITTED ASSETS	\$ 210,198,923

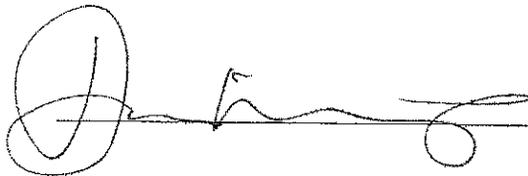
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 40,502,745
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders	169,696,178
TOTAL	\$ 210,198,923

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

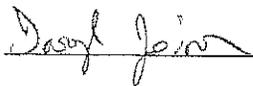
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.



 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.



 Notary Public



SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

Fidelity and Deposit Company of Maryland,
surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and 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 capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2015 which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

Fidelity and Deposit Company of Maryland, \$169,696,178

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2015 is as follows:

Fidelity and Deposit Company of Maryland, \$14,666,000

The amount of the bond to which the statement and certification is attached is \$4,907,567.50.

- (1) 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 item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each insurer 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

I, Michael P. Bond, as Vice President for Fidelity and Deposit, a corporation domiciled in Maryland, 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 made by me are false, this bond is VOIDABLE.



Michael P. Bond, Vice President

Dated: June 10, 2016

Effective: July 1, 2015

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

MAY 18 2016

James J. Sarina

CITY OF HOBOKEN
RESOLUTION NO.:

Introduced by
Seconded by:

[Signature]

~~CITY CLERK~~
RESOLUTION AWARDING A CONTRACT TO FLANAGAN'S CONSTRUCTING GROUP, INC. FOR THE PROVISIONS OF HOBOKEN SOUTHWEST BLOCK 12 PARK IN ACCORDANCE WITH THE CITY'S BID NO. 16-03 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$4,907,567.50

WHEREAS, bids were received for Hoboken Southwest Block 12 Park project, as specified in Bid Number 16 - 03; and,

WHEREAS, two (2) bids were received, the being:

<u>VENDOR</u>	<u>TOTAL BID PRICE</u>
1. Flanagan's Contracting Group, Inc. 90 Old Camplain Road Hillsborough, NJ 08844	\$4,907,567.50
2. Justinian Builders, Inc. 338 7 th Street, Ground Floor Jersey City, NJ 07302	\$5,376,474.65

WHEREAS, pursuant to the recommendation of the City Architect (attached hereto) the City wishes to contract for the services specified in Bid No. 16 - 03, and Flanagan's Contracting Group, Inc. submitted the lowest, responsible, and responsive bid in the amount of \$4,907,567.50; and,

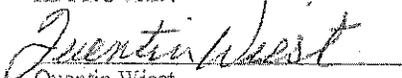
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

- A. This resolution awards a contract, in a form supplied by the City to the contractor and engineer, to Flanagan's Contracting Group, Inc. for Bid No. 16 - 03, in the total amount of Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and Fifty Cents (\$4,907,567.50) for Hoboken Southwest Block 12 Park Project; and said contract shall be to Flanagan's Contracting Group, Inc. in accordance with the specifications as set forth in Bid No. 16 - 03.
- 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 project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Architect's recommendations; therefore, none will be accepted in performing obligations under the bid.

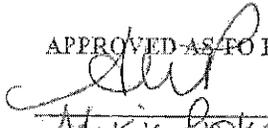
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Bid No. 16-03, and the contract entered into thereunder, is subject to the liquidated damages clause, the performance bond, and the environmental bond obligations defined within the language of the bid documents, and the contract awarded herein under Bid No. 16-03 shall be subject to said obligations as well.
- F. The Mayor or her authorized agent is hereby sanctioned to enter into the herein awarded contract with the vendor for said purchase pursuant to Bid No. 16-03.
- G. Prior to execution of the contract awarded and defined hereunder, and within twenty (20) days of adoption of this resolution, the City of Hoboken shall provide a copy of this resolution along with the bid specifications, the bid proposal of Flanagan's Constructing Group, Inc., and a draft of the City's form contract to the Office of the State Comptroller of the State of New Jersey for review. The Mayor's authority to execute the agreement hereunder shall not be initiated until the Office of the State Comptroller acknowledges receipt of same.
- H. This resolution shall take effect immediately upon passage.

Meeting date: May 18, 2016

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Alusia Proco, Esq.
 Acting Corporation Counsel

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

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION INSERTING A SPECIAL ITEM OF REVENUE INTO THE
CY2016 MUNICIPAL BUDGET TO INCLUDE THE \$67,713.02
RECEIVED PURSUANT TO THE 2016 SUMMER FOOD SERVICE
PROGRAM**

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

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

WHEREAS, the City of Hoboken has received notice of an award of \$67,713.02 from the State of New Jersey Department of Agriculture Division of Food & Nutrition for the 2016 Summer Food Service Program (see attached Letter of Award); and wishes to amend its CY2016 budget to include this amount as revenue and to include an appropriation item for said amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken hereby requests that the Director of the Division of Local Government Services approve the insertion of an item of revenue in the CY2016 budget in the amount of \$67,713.02. This is now available as revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:

State and Federal Revenues Off-set with Appropriations:

Department of Agriculture	
Summer Food Service Program	\$67,713.02

BE IT FURTHER RESOLVED by the City Council of the City of Hoboken that the sum of \$67,713.02. is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:

Department of Agriculture

Summer Food Service Program

\$67,713.02

BE IT FURTHER RESOLVED, that the City Clerk will forward two (2) certified copies of this Resolution to the Director of Local Government Services for approval.

MEETING DATE: September 7, 2016

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

APPROVED BY:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL



State of New Jersey

DEPARTMENT OF AGRICULTURE
Division of Food & Nutrition
PO Box 334
TRENTON NJ 08625-0334

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DOUGLAS H. FISHER
Secretary

August 18, 2016

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

Agreement #09-0089

Your 2016 Summer Food Service Program application has been approved. The current amount of 2016 funding approved for your organization is \$67,713.02. I have enclosed a copy of your approved Sponsor Management Plan, Schedule C (Menu), signed Agreement, Site Information Sheet(s) if applicable and the computerized Schedule A. Please note, this year your Schedule A for all area eligible sites (site code beginning with "A") lists the site eligibility year as 2016. Once a site establishes area eligibility, the eligibility is in effect for a period of five years. Thereafter, site eligibility redetermination will occur for each site every 5 years.

For all enrolled sites, (site code beginning with "E") you will continue to be required to submit annual documentation for site eligibility determination each year. (eligibility year listed on Schedule A, as "NA"-not applicable.)

All official correspondence will be sent to the authorized sponsor representative at the sponsor address identified above.

A second copy of all correspondence will be sent to the Program Director identified at the program address specified in the Sponsor Management Plan if different than authorized sponsor representative.

All Summer Food Service Program reimbursements will be issued to the agency name and address identified above. The check stubs will have "SFSP" coded on them to identify the reimbursement as a Summer Food Service Program payments.



If you do not wish to have Summer Food Service Program reimbursement payments issued to the agency name and/or address identified above, please contact your program specialist immediately to discuss proper procedures for modification.

Under the State of New Jersey Comprehensive Financial System (NJCFIS) Summer Food Service Program reimbursement payments can only be issued to agencies who have a valid vendor identification number on file with the State Department of Treasury. The State Department of Treasury agency name and address on file for the vendor identification number you provided (I.D. #V22600199300) is identical to your approved sponsor name and address for the Summer Food Service Program identified above.

A supply of pre-slugged reimbursement vouchers will be sent to you under separate cover by the end of June. In order to validly claim reimbursement in 2016, you must use the name, address and agreement number typed above when you prepare your Summer Food Service Program reimbursement voucher. If the name or address of your agency changes during the 2016 season, you must notify the Summer Food Service Program office in writing within ten days of the change on agency letterhead. You will then receive a revised Schedule A which must be attached to your 2016 Agreement.

Be sure to mail all correspondence to:

Summer Food Service Program
State of New Jersey
Department of Agriculture
P.O. Box 334
Trenton, New Jersey 08625-0334

**If documents are being hand delivered, the specific street address and floor must be used instead: 22 South Clinton Avenue, Building 4, 3rd Floor, Trenton, NJ 08609.*

Bid documents submitted to the state agency for review are approved as to form and content. Please be advised that a state agency representative may be present at your bid opening scheduled for May 18, 2016. The approval of this bid package is granted with the understanding that any additions, deletions or changes made without approval of the state agency can invalidate your bid opening proceedings.

Instructions regarding enrollment documentation, submission of reimbursement vouchers and procurement documentation will be sent to you under separate cover if applicable.

Please contact your Nutrition Program Specialist regarding program operation issues at (609) 292-4498. Payment questions can be directed to my attention at that same number. We look forward to working with you during the summer months.

Sincerely,

Stephanie Sutton-Page

Stephanie Sutton-Page
Coordinator
Summer Food Service Program

Cc: Mr. David Calamoneri, Management Specialist

SSP/nc/F-12
Enclosure

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. : _____**

**RESOLUTION TO REFUND HANDICAPPED PARKING APPLICATION
FEE TO APPLICANT VIRGINIA M. RECKHOW IN THE AMOUNT OF
\$125.00**

WHEREAS, the Subcommittee for Handicapped Parking denied approval of the application of the below listed individual and therefore the fee is to be refunded pursuant to Hoboken Code § 192-1(F).

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that a warrant be drawn on the City Treasury to the order of the following name as reimbursement for the handicapped parking application fee submitted:

NAME	ADDRESS	AMOUNT
Virginia M. Reckhow	460 8th Street	\$125.00

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer, Corporation Counsel, and the CFO for action in accordance therewith, including the processing of a warrant for payment to the above named individual, and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Meeting date: September 7, 2016

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:

APPROVED AS TO FORM:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

**BRIAN ALOIA, ESQ.
CORPORATION COUNSEL**

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. : _____**

**RESOLUTION TO REFUND AN OVERPAYMENT OF THE ANNUAL
RENT REGISTRATION FEE FOR THE YEARS 2015 AND 2016 TO
DARREN PINCUS IN THE TOTAL AMOUNT OF \$50.00**

WHEREAS, the Rent Leveling and Stabilization Office has requested the reimbursement of overpayment of the rent registration fee paid by Darren Pincus, in the amount of \$25.00 per year, for the years 2015 and 2016, as detailed in the attached memorandum from Rent Regulation Officer Suzanne Hetman to City of Hoboken CFO George DeStefano.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a warrant be drawn on the City Treasury to the order of the following name for the sum so stated, as reimbursement for the rent registration fee the individual submitted:

NAME	ADDRESS	AMOUNT
Darren Pincus	114 Foothill Rd Flemington NJ 08822	\$50.00

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer, Corporation Counsel, and the CFO for action, including a warrant for payment to the above mentioned individual, in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Meeting date: September 7, 2016

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:

APPROVED AS TO FORM:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

**BRIAN ALIOA, ESQ.
CORPORATION COUNSEL**

City Hall
94 Washington St.
Hoboken, NJ 07030
Phone 201-420-2396
Fax 201-420-5644

**RENT LEVELING &
STABILIZATION
OFFICE
94 Washington St.
Hoboken, NJ 07030
201-420-2396**

Memo

To: George DeStefano
Finance Department

From: Suzanne Hetman, Rent Regulation Officer

Date: August 16, 2016

Re: Reimbursement
Darren Pincus

I am writing to request a reimbursement check in the amount of \$50.00 be issued to Darren Pincus, 114 Foothill Rd., Flemington, NJ 08822.

Mr. Pincus overpaid his 2015 annual registration and 2016 annual registration. Please reimburse him for the following overpayments:

Check #2840 – Receipt #34874 - Paid on 8/17/15

Check #2861 – Receipt #36715 - Paid on 8/5/16

The Rent Leveling & Stabilization receipts are attached for your review.

Please feel free to contact me if you should have any questions.

CITY OF HOBOKEN
RENT LEVELING AND STABILIZATION OFFICE

Payment Summary Report

Pay Date FROM 08/17/2015 TO 08/17/2015

Registration #	Street#	Prop. Street	Type	(R)Year	Total Paid	Pay Date	Check#
34873	85	JEFFERSON STREET	2015 REGISTRATION	2015	25.00	8/17/2015	3696
34874	902	WILLOW AVENUE	2015 REGISTRATION	2015	25.00	8/17/2015	2840
34875	614	GRAND STREET	2015 REGISTRATION	2015	25.00	8/17/2015	151
34876	300	NEWARK STREET	2015 REGISTRATION	2015	25.00	8/17/2015	1295
34877	200	HUDSON STREET	2015 REGISTRATION	2015	25.00	8/17/2015	848
34878	711	WILLOW AVENUE	2015 REGISTRATION	2015	25.00	8/17/2015	2132
34879	511	WILLOW AVENUE	2015 REGISTRATION	2015	25.00	8/17/2015	0002
34880	511	WILLOW AVENUE	UPDATE	0	10.00	8/17/2015	0002
34881	63	JEFFERSON STREET	2015 REGISTRATION	2015	25.00	8/17/2015	MO
34882	63	JEFFERSON STREET	UPDATE	0	10.00	8/17/2015	MO
34883	414	MADISON STREET	2015 REGISTRATION	2015	25.00	8/17/2015	1023
34884	415	NEWARK STREET	2015 REGISTRATION	2015	25.00	8/17/2015	1322
34885	501	ADAMS STREET	2015 REGISTRATION	2015	25.00	8/17/2015	184
34886	1300	GRAND STREET	2015 REGISTRATION	2015	25.00	8/17/2015	195
34887	228	BLOOMFIELD STREET	2015 REGISTRATION	2015	25.00	8/17/2015	1134
34888	812	HUDSON STREET	2015 REGISTRATION	2015	25.00	8/17/2015	823
34889	224	HUDSON STREET	2015 REGISTRATION	2015	25.00	8/17/2015	184
34890	706	WILLOW AVE	2015 REGISTRATION	2015	25.00	8/17/2015	183
34891	1000	HUDSON STREET	2015 REGISTRATION	2015	25.00	8/17/2015	196
34892	258	SECOND STREET	UPDATE	0	10.00	8/17/2015	2248
34893	93	GARDEN STREET	2015 REGISTRATION	2015	25.00	8/17/2015	1973
34894	1319	WASHINGTON STREET	2015 REGISTRATION	2015	25.00	8/17/2015	1723
34895	308	GARDEN STREET	2015 REGISTRATION	2015	25.00	8/17/2015	164
34896	350	SEVENTH STREET	2015 REGISTRATION	2015	25.00	8/17/2015	1006
34897	328	ADAMS STREET	2015 REGISTRATION	2015	25.00	8/17/2015	2165
34898	330	ADAMS STREET	2015 REGISTRATION	2015	25.00	8/17/2015	2165
34899	415	NEWARK STREET	2015 REGISTRATION	2015	25.00	8/17/2015	1009
34900	416	BLOOMFIELD STREET	2015 REGISTRATION	2015	25.00	8/17/2015	242
34901	402	NINTH STREET	2015 REGISTRATION	2015	25.00	8/17/2015	0312
Grand Total	29				680.00		

**RENT LEVELING and STABILIZATION OFFICE
CITY OF HOBOKEN, NJ 07030**

CITY OF HOBOKEN
MUNICIPAL BUILDING
HOBOKEN NJ



Transaction # : 34874
Registration Year : 2015
Issue Date : 8/17/2015

Block : 161 Lot : 31

Property Detail

Type: 2
PINCUS, DARREN
902 WILLOW AVENUE

Registration Type
2015 REGISTRATION

Fee : 25.00
Paid: 25.00
Total Due: 0.00

Owner Detail

PINCUS, DARREN
114 FOOTHILL RD
FLEMINGTON NJ 08822

Issue By : SD
Receipt # : 34874
Check # : 2840

Suzanne Hetman
RENT OFFICER

**RENT LEVELING and STABILIZATION OFFICE
CITY OF HOBOKEN, NJ 07030**

CITY OF HOBOKEN
MUNICIPAL BUILDING
HOBOKEN NJ



Transaction # : 34874
Registration Year : 2015
Issue Date : 8/17/2015

Block :161 Lot : 31

Property Detail

CONDO
PINCUS, DARREN
902 WILLOW AVENUE

#4B
reimburse

Registration Type
2015 REGISTRATION

Fee : 25.00
Paid: 25.00
Total Due: 0.00

Owner Detail

PINCUS, DARREN
114 FOOTHILL RD
FLEMINGTON NJ 08822

Issue By : SD
Receipt # : 34874
Check # : 2840

Suzanne Hetman
RENT OFFICER

RENT LEVELING AND STABILIZATION OFFICE

Payment Summary Report

Reg. Date FROM 08/05/2016 TO 08/05/2016

Registration #	Street#	Prop. Street	Type	(R)Year	Total Paid	Pay Date	Check#
36714	725	JEFFERSON STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	1555
36715	902	WILLOW AVENUE	2016 REGISTRATION	2016	25.00	8/ 5/2016	2861
36716	328	BLOOMFIELD STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	193
36717	222	CLINTON STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	0152
36718	320	MADISON STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	330
36719	831	CLINTON STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	3329
36720	1000	HUDSON STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	2311
36721	1300	GRAND STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	045
36722	356	FIRST STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	1356
36723	920	JEFFERSON STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	780
36724	1228	PARK AVENUE	2016 REGISTRATION	2016	25.00	8/ 5/2016	1327
36725	526	BLOOMFIELD STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	749
36726	131	MADISON STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	695
36727	132	MONROE STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	582
36728	120	WILLOW AVENUE	2016 REGISTRATION	2016	25.00	8/ 5/2016	695
36729	501-515	ADAMS STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	123
36730	510	MONROE ST	2016 REGISTRATION	2016	25.00	8/ 5/2016	171
36731	722	ADAMS STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	252
36732	109	JACKSON STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	360
36733	501	NINTH STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	2027
36734	206	THIRTEENTH STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	1332
36735	921	HUDSON STREET	UPDATE	0	10.00	8/ 5/2016	18420
36736	1116	BLOOMFIELD STREET	2016 REGISTRATION	2016	25.00	8/ 5/2016	4453
Grand Total	23				560.00		

[Handwritten Signature]
8/5/2016

**RENT LEVELING and STABILIZATION OFFICE
CITY OF HOBOKEN, NJ 07030**

CITY OF HOBOKEN
MUNICIPAL BUILDING
HOBOKEN NJ



Transaction #: 36715
Registration Year: 2016
Issue Date: 8/5/2016

Block: 161 Lot: 31

Property Detail

Type: 2
PINCUS, DARREN
902 WILLOW AVENUE
HOBOKEN NJ 07030

Registration Type
2016 REGISTRATION

Fee:	25.00
Paid:	25.00
Total Due:	0.00

Owner Detail

PINCUS, DARREN
114 FOATHILL RD
FLEMINGTON NJ 08822

Issue By: KV
Receipt #: 36715
Check #: 2861

Suzanne Hetman
RENT OFFICER

**RENT LEVELING and STABILIZATION OFFICE
CITY OF HOBOKEN, NJ 07030**

CITY OF HOBOKEN
MUNICIPAL BUILDING
HOBOKEN NJ



Transaction #: 36715
Registration Year: 2016
Issue Date: 8/5/2016

Block: 161 Lot: 31

Property Detail

CONDO
PINCUS, DARREN
902 WILLOW AVENUE #8
HOBOKEN NJ 07030
Leimbach

Registration Type
2016 REGISTRATION

Fee:	25.00
Paid:	25.00
Total Due:	0.00

Owner Detail

PINCUS, DARREN
114 FOATHILL RD
FLEMINGTON NJ 08822

Issue By: KV
Receipt #: 36715
Check #: 2861

Suzanne Hetman
RENT OFFICER

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF THE ATTACHED
MEMORANDUM OF AGREEMENT BETWEEN THE NEW JERSEY
OFFICE OF EMERGENCY MANAGEMENT AND THE CITY OF
HOBOKEN FIRE DEPARTMENT**

WHEREAS, the New Jersey Office of Emergency Management (NJOEM) is the lead agency in New Jersey responsible for coordinating the State’s preparedness, response, and recovery operations for all hazards impacting the State; and,

WHEREAS, the New Jersey Task Force One is a multi-disciplined Urban Search and Rescue Task Force authorized and sponsored by the NJOEM, responsible for search, rescue, and recovery operations; and,

WHEREAS, certain members of the Hoboken Fire Department wish to participate in the New Jersey Task Force One - Urban Search and Rescue; and,

WHEREAS, a Memorandum of Agreement between the New Jersey Office of Emergency Management as the Sponsoring Agency of New Jersey Task Force One and the Hoboken Fire Department as a Participating Agency of the Task Force has been prepared; and,

WHEREAS, the City recommends execution of the attached Memorandum of Agreement, as it will allow members of the Hoboken Fire Department to assist the State in times of major disaster or emergency.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City of Hoboken may enter into the attached Memorandum of Agreement with the New Jersey Office of Emergency Management.

BE IT FURTHER RESOLVED that the Mayor or her designee may execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately.

Meeting date: September 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla				
Peter Cunningham				
Michael DeFusco				

James Doyle				
Tiffany Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
Jen Giattino, Council President				

APPROVED:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL



**STATE OF NEW JERSEY
OFFICE OF EMERGENCY MANAGEMENT
NEW JERSEY TASK FORCE ONE
URBAN SEARCH AND RESCUE**

Joint Base McGuire-Dix-Lakehurst
CR 547, Lansdowne Road, Hangar #4, Building #118
Lakehurst, New Jersey 08733
Office (732) 657-7001 Fax (732) 657-7015

Appendices Outline for Participating Agency

- Appendix "A" Agreement between FEMA and NJOEM/NJ-TF1. (Attached).
- Appendix "B" The federal regulations published on February 24, 2005 in the Federal Register as the Interim Final Rule at Vol. 70, No. 36, pages 9182-9203. (Attached)
- Appendix "C" **Point of Contact:** For the purposes of notification. Please provide and mark as appendix "C", a 24-hour telephonic and electronic mail, point of contact for your agency. You may provide more than one contact person.
- Appendix "D" **Participants:** Please provide a list of employees referred to as "participants", and mark as appendix "D". This list may be amended as participants join or exit as members of NJ-TF1.
- Appendix "E" **Compensation:** Please provide and mark as appendix "E", participating employees' compensation information (pay rate). This information is being provided for the purposes of participating agency reimbursement.

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN
THE NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM**

Memorandum of Agreement between the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, the New Jersey Department of Law and Public Safety, Office of the Attorney General, and the Sponsoring Agency, New Jersey Office of Emergency Management (NJOEM), New Jersey Task Force One (NJ-TF1), regarding participation in the National Urban Search & Rescue Response System.

I. AUTHORITY

This Agreement is authorized under the Homeland Security Act as amended (6 U.S.C. §§ 101 et seq.); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5206); and the National Urban Search & Rescue Response System Interim Final Rule, 70 Fed. Reg. 9182 (Feb. 24, 2005), codified at 44 CFR Part 208. (Upon the effective date of a Final Rule, the Final Rule will supersede the cited Interim Final Rule and its provisions shall prevail over any contrary provisions of the Interim Final Rule.)

II. PURPOSE

This Agreement sets forth responsibilities with respect to participation in the National Urban Search & Rescue Response System.

III. DEFINITIONS

A. DHS means the Department of Homeland Security.

FEMA means the Federal Emergency Management Agency, an operational component of DHS.

FEMA-Sanctioned Training or Exercise means a training session or exercise sponsored by an organization other than FEMA, which has received FEMA approval.

NJ-TF1 means New Jersey Task Force 1.

NJOEM means the New Jersey Office of Emergency Management.

Regulations means the National Urban Search & Rescue Response System regulations published at 44 CFR Part 208 and the Uniform Administrative Requirements, Cost Principles and Audit Requirements published at 2 CFR Part 200.

Preparedness (Readiness) Cooperative Agreement means a Preparedness (Readiness) Cooperative Agreement as defined in Section 208.2 of the

Regulations.

Stafford Act means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5206).

State means the New Jersey Department of Law and Public Safety, Office of the Attorney General, NJOEM, and NJ-TF1, collectively or individually.

System Resources means System Members, canines, tools and equipment maintained by a Sponsoring Agency, Participating Agency, or Affiliated Personnel for use as part of the System.

Task Force Program Manager means the person designated by the Sponsoring Agency to be responsible for the day-to-day administration and management of the Task Force.

- B. The following terms, as used in this Memorandum of Agreement, have the meaning set forth in the Stafford Act at 42 U.S.C. § 5122:

Major Disaster

Emergency

- C. The following terms, as used in this Agreement, have the meaning set forth in Section 208.2 or 208.32 of the Regulations:

Activated or Activation

Advising or Advisory

Affiliated Personnel

Alert

Demobilization Order

Participating Agency

Preparedness (Readiness) Cooperative Agreement

Sponsoring Agency

System or National Urban Search & Rescue Response System

System Member

Task Force

US&R or Urban Search and Rescue

IV. RESPONSIBILITIES

- A. DHS, through FEMA, is responsible for developing and administering the System, and its responsibilities include:
1. Promulgating the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 2. Maintaining overall direction and control of System Resources engaged in System activities, as contemplated in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 3. Maintaining an advisory and consultative structure for communicating and consulting with System participants with respect to the responsibilities set forth in this section, as appropriate;
 4. Preparing, providing, and maintaining a Preparedness (Readiness) Cooperative Agreement and a Response Cooperative Agreement with the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 5. Providing readiness funding to the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 6. Developing, scheduling, and delivering FEMA-Sponsored Training and Exercises;
 7. Granting FEMA sanction to training and exercises in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 8. Maintaining overall direction and control of System Resources engaged in FEMA-Sanctioned Training and Exercises and FEMA-Sponsored Training and Exercises;
 9. Evaluating System and performance in accordance with the Regulations, standards, policies and procedures and directives of the System;
 10. Advising, Alerting, Activating and Demobilizing System Resources;
 11. Obtaining the consent of the State, if applicable, and the Sponsoring Agency to Alert or Activate System Resources, in accordance with the Regulations, standards, policies and procedures of the System;

12. Appointing System Members into Federal service at appropriate times;
13. Processing claims for Federal employee benefits, as set forth in the Regulations and this Agreement;
14. Maintaining overall direction and control of System Resources engaged in System activities during Alert or Activation;
15. Providing ground, air, rail, or marine transportation for System Resources during Alert or Activation, as required;
16. Providing re-supply and logistical support for System Resources during Activation;
17. Establishing, developing, administering, Advising, Alerting, Activating, Demobilizing, and maintaining overall direction and control of System management teams, as appropriate;
18. Notifying the Sponsoring Agency when FEMA has Alerted, Activated, or Deactivated a Task Force member for participation on a System management team or in a technical function;
19. Scheduling and conducting periodic meetings of System advisory committees and other consultative bodies;
20. Processing claims for reimbursement in accordance with the Regulations; and
21. Ensuring proper coordination and cooperation within FEMA, between FEMA and other DHS components and entities, and between FEMA and other Federal, state, local, and private-sector entities for the purpose of System activities.

B. The State is responsible for:

1. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour; and
2. Using Task Forces resident within the State as State assets before requesting additional Task Forces from FEMA in anticipation of, or in response to, a disaster or emergency within the State for which the State or its local governments have primary responsibility, unless the resources have been otherwise committed.

C. The Sponsoring Agency, NJOEM/NJ-TF1, is responsible for organizing and administering the Task Force, and this responsibility includes the following:

1. Recruiting and training the Task Force, according to the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System promulgated by FEMA;
2. Designating a Task Force Program Manager, as well as other such persons as required by the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
3. Executing a Preparedness (Readiness) Cooperative Agreement and a Response Cooperative Agreement with FEMA, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
4. Providing administrative, financial, and personnel management for the Task Force, to include providing FEMA with all documentation required to appoint System Members into Federal service;
5. Maintaining such agreements with Participating Agencies and Affiliated Personnel as are required under the Regulations, standards, policies, directives, procedures, and overall concept of operations for the System. Agreements with Participating Agencies and Affiliated Personnel for System activities must be consistent with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System, and this Memorandum of Agreement. All agreements with Participating Agencies must include an express authorization for the Sponsoring Agency to commit an employee of the Participating Agency to Federal service. All agreements with Affiliated Personnel must include an express authorization for the Sponsoring Agency to commit the individual to Federal service;
6. Registering and qualifying all Task Force medical personnel, as required under the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
7. Requesting FEMA sanction for training and exercises, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
8. Notifying FEMA when there is a change in the operational status of the Task Force;
9. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour;
10. Acquiring, maintaining, and accounting for equipment, in accordance with the Regulations, standards, policies, procedures, directives, and overall

concept of operations for the System;

11. Complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
12. To the extent that the Sponsoring Agency chooses to provide System Members for System management teams and technical functions, or for any FEMA advisory and consultative entities, complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System with respect to these System Members;
13. Keeping all records relating to the Task Force, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
14. Submitting to FEMA a copy of any agreements it maintains with any Participating Agency and Affiliated Personnel; and
15. Processing state and local employee benefit claims for which a System Member may be eligible.

V. POINTS OF CONTACT

A. DHS/FEMA:

Chief, Urban Search & Rescue Branch
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472
(202) 212-2279

B. Sponsoring Agency:

Bureau Chief, NJOEM, Emergency Response Bureau,
P.O. Box 7068
West Trenton, NJ 08628
(609) 963-6980

VI. OTHER PROVISIONS

A. Financial Arrangements

1. FEMA shall provide the Sponsoring Agency with funding for readiness

activities pursuant to a Preparedness (Readiness) Cooperative Agreement, in accordance with the Regulations.

2. FEMA shall reimburse the Sponsoring Agency for costs incurred in System response activities pursuant to a Response Cooperative Agreement, in accordance with the Regulations.
3. All financial commitments are subject to the availability of funds. Nothing in this Agreement obligates funds of the respective parties.

B. Title to Equipment

1. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a Preparedness (Readiness) Cooperative Agreement vests in the Sponsoring Agency in accordance with 2 CFR 200.313(a).
2. Title to equipment purchased by DHS, and distributed to and maintained by the Sponsoring Agency, remains vested in DHS in accordance with 2 CFR 200.312, unless transferred to the Sponsoring Agency under applicable Federal regulations.

C. Use of Sponsoring Agency Resources

1. Offer, consent and acceptance of services, facilities and employees

The Sponsoring Agency and the State offer and consent to FEMA's use of their services, facilities, and employees as specifically described in this Memorandum of Agreement with respect to the System, and FEMA accepts the offer of such services, facilities, and employees in carrying out the purposes of the Sections 306(a) and 621(c)(1) of the Stafford Act, 42 U.S.C. §§ 5149(a) and 5197(c)(1).

2. Appointment into Federal Service

a. FEMA will appoint System Members into Federal service pursuant to section 208.11 of the Regulations, as follows:

- (1) When instructing or participating in FEMA-Sanctioned Training and Exercises;
- (2) When instructing or participating in FEMA-Sponsored Training and Exercises;
- (3) When undertaking specific duties required by FEMA during an Alert to prepare for Activation; and

(4) When Activated.

- b. At all such times when System Members are appointed into Federal service, those System Members will be under FEMA's overall direction and control in accordance with the National US&R Response System Operations Manual. .
- c. A System Member's appointment into Federal service is concurrent with a System Member's employment with the Sponsoring Agency or other entity.
- d. The State may recommend to the Sponsoring Agency the removal of an individual from the Task Force with cause.

3. Activation into State Service

- a. The State reserves the right to name individual Task Force Members, and determine the composition of the activated Task Force, when utilizing the Task Force as a State asset.
- b. An individual's status as a System Member does not require the State to activate that member in response to a Task Force activation as a State asset.

D. Coverage under Federal Employees Compensation Act (FECA) and Federal Tort Claims Act (FTCA);

- 1. Pursuant to section 208.11 of the Regulations it is FEMA's intent that System Members appointed into Federal service are Federal employees during the activities described in subsection C.2.a., above, for the purposes of the following Federal Statutes:
 - a. The Federal Employees Compensation Act.
 - b. The Federal Tort Claims Act.
- 2. It is FEMA's intent that System Members appointed into Federal service are Public Safety Officers during the activities described in subsection C.2.a., above, as defined in the Public Safety Officers Benefit Act, 42 U.S.C. § 3796b.
- 3. No individual may participate in the Task Force who is not an employee of the Sponsoring Agency, an employee of a Participating Agency, or an Affiliated Personnel.
- 4. Nothing contained within this Agreement is intended to diminish a System Member's non-Federal employment rights, relationships, or entitlements

to non-Federal pension or welfare benefits.

- E. FEMA, the State, and the Sponsoring Agency will not discriminate against any System Member or applicant for a position as a System Member on the grounds of race, color, religion, sex, age, national origin, or economic status in fulfilling any and all obligations under this Memorandum of Agreement.
- F. Use of Federal facilities, supplies and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provision of technical assistance and other relief and assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, sex, age, national origin, or economic status.
- G. The State may inspect and audit the facilities, records and equipment of the Sponsoring Agency to ensure the Sponsoring Agency is complying with all relevant State and Federal statutes and regulations, and FEMA and Urban Search & Rescue System policies and procedures. The State shall inform FEMA prior to any such inspection or audit and shall report their findings to FEMA.
- H. The State may participate as an ex-officio member of any State task force advisory board.

VII. EFFECTIVE DATE

The terms of this Agreement will become effective on the date that the last party signs this Agreement.

VIII. MODIFICATION, AMENDMENT, AND TERMINATION

- A. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force.
- B. This Agreement may be modified or amended only with the written agreement of all of the parties.
- C. This Agreement remains in effect unless terminated. This Agreement may be terminated by any party upon 30 days written notice.
- D. This Agreement is the full and complete agreement between the undersigned parties, and supersedes any prior agreement between the parties, written or oral, with the exception of an existing Preparedness (Readiness) Cooperative Agreement or Response Cooperative Agreement.

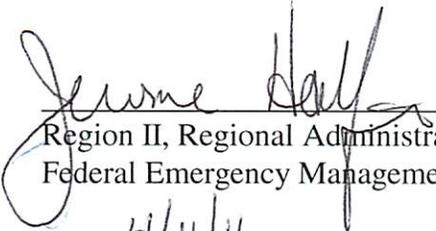
- E. This may be executed in several counterparts, each of which is a valid agreement, provided that all parties to the Memorandum of Agreement have executed at least one original copy of the Memorandum of Agreement.

IX. EXECUTION



Damon Penn
Assistant Administrator for Response
Federal Emergency Management Agency

Date: 6/1/2016



Jerome Hall
Region II, Regional Administrator
Federal Emergency Management Agency

Date: 4/11/16



Colonel Joseph R. Fuentes, State Director
New Jersey Office of Emergency
Management
Sponsoring Agency

Date: 4/4/16



Robert Lougy, Acting Attorney General
Department of Law and Public Safety
Office of the Attorney General

Date: 4/5/16

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

44 CFR Part 208

RIN 1660-AA07 (formerly RIN 3067-AC93)

National Urban Search and Rescue Response System

AGENCY: Federal Emergency Management Agency (FEMA), Emergency Preparedness and Response Directorate (EP&R), Department of Homeland Security (DHS).

ACTION: Interim rule with request for comments.

SUMMARY: This interim rule standardizes the financing, administration and operation of the National Urban Search and Rescue Response System, a cooperative effort of the Department of Homeland Security, participating State emergency management agencies and local public safety agencies across the country. This rule addresses the relationship between Sponsoring Agencies¹ of Urban Search & Rescue (US&R) Task Forces and DHS and also funding for preparedness and response activities, including the acquisition of equipment and supplies and training.

Concurrently we² are publishing as a Notice in this issue of the **Federal Register** a Maximum Pay Rate Table on which we also request comments.

DATES: This interim rule is effective February 24, 2005. We invite comments on this interim rule and the Maximum Pay Rate Table published separately today as a Notice in this issue of the **Federal Register**. We will accept comments on both until April 11, 2005.

ADDRESSES: *Mail:* When submitting comments by mail, please send the comments to the Rules Docket Clerk, Office of the General Counsel, Federal Emergency Management Agency, 500 C Street, SW., room 840, Washington, DC 20472. To ensure proper handling, please reference RIN 1660-AA07 and Docket No. DHS-2004-0010 on your correspondence. This mailing address may also be used for submitting comments on paper, disk, or CD-ROM.

Hand Delivery/Courier: The address for submitting comments by hand delivery or courier is the same as that for submitting comments by mail.

¹ Sponsoring Agencies are State or local government agencies that have signed Memoranda of Agreement with DHS to organize and manage US&R Task Forces.

² Throughout the preamble to this rule the terms "we" and "our" refer to and mean the Department of Homeland Security. "You" refers to the reader.

Viewing Comments: You may view comments and background material at: <http://www.epa.gov/feddocket> or <http://www.regulations.gov>. You may also inspect comments in person at the Office of the General Counsel, Federal Emergency Management Agency, 500 C Street, SW., room 840, Washington, DC 20472.

FOR FURTHER INFORMATION CONTACT: Michael Tamillow, Federal Emergency Management Agency, Emergency Preparedness and Response Directorate, Department of Homeland Security, 500 C Street, SW., room 326, Washington, DC 20472, (202) 646-2549, or (e-mail) mike.tamillow@dhs.gov.

SUPPLEMENTARY INFORMATION:

Background

The Federal Emergency Management Agency (FEMA) published a proposed rule, National Urban Search and Rescue Response System, on December 18, 2002, 67 FR 77627-77640 (Proposed Rule). On March 1, 2003, FEMA became a part of the Emergency Preparedness and Response Directorate (EP&R), Department of Homeland Security (DHS). The National Urban Search and Rescue Response System is now a program in FEMA under the EP&R Directorate.

This preamble and Interim Rule reflect certain decisions made regarding comments that FEMA received on the Proposed Rule, and changes resulting from FEMA's integration into the Department of Homeland Security. The process for creating and updating the Maximum Pay Rate Table (Table), which establishes the maximum rates that DHS will pay for certain medical, engineering, canine handling and backfill services, is described in § 208.12. The Maximum Pay Rate Table, which was mentioned but not published in the Proposed Rule, is incorporated in the Interim Rule, and published concurrently with this Interim Rule as a Notice. Because the Maximum Pay Rate Table was not published previously and will become a part of the National Urban Search and Rescue Response System final rule, we are asking for public comment both on the Table and the Interim Rule.

Section 303 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5144, authorizes the President of the United States to form emergency support teams of Federal personnel to be deployed in an area affected by a major disaster or emergency. The President delegated this function to the Director of the FEMA under Executive Order (E.O.) 12148. Under E.O. 13286 of

February 28, 2003, the President amended E.O. 12148 to transfer the FEMA Director's delegated authority to the Secretary of Homeland Security, and under Homeland Security Delegation No. 9100, delegated the Secretary's authority under Title V of the Homeland Security Act of 2002, which includes the Stafford Act, to the Under Secretary for Emergency Preparedness and Response (EP&R).

Section 306(a) of the Stafford Act authorizes the President (as delegated to the Under Secretary for EP&R) to accept and use the services or facilities of any State or local government, or of any agency, officer or employee thereof, with the consent of such government, in the performance of his responsibilities under the Stafford Act. Section 306(b) of the Stafford Act authorizes the President to appoint and fix the compensation of temporary personnel without regard to U.S. Code provisions governing appointments in the competitive service. Section 403(a)(3)(B) of the Stafford Act provides further that the President may authorize Federal agencies to perform work on public or private lands essential to save lives and protect property, including search and rescue and emergency medical care, and other essential needs. Under section 621(c) of the Stafford Act, the Secretary may accept and use the services of State or local governments, and use voluntary services by individuals or organizations as needed.

FEMA established the National Urban Search & Rescue Response System (System or US&R) under the authorities cited. The System provides specialized lifesaving assistance during major disasters or emergencies that the President declares under the Stafford Act. US&R operational activities include locating, extricating and providing on-site medical treatment to victims trapped in collapsed structures, victims of weapons of mass destruction events, and when assigned, performing incident command or other operational activities.

Created in consultation with State emergency management agencies and local public safety agencies, the System is built around a core of Sponsoring Agencies prepared to deploy US&R Task Forces³ immediately and initiate US&R operations at DHS's direction. Members of the Task Forces, also referred to as "System Members," may respond as

³ The US&R System comprises 28 Task Forces in 19 States. A full Task Force consists of 70 System Members, three deep (designed for 210 members) specially trained and equipped to find, extricate, and provide initial medical care to victims of collapsed buildings, weapons of mass destruction, as well as to perform other assigned duties.

part of Joint Management Teams (JMT)⁴ or other overhead or technical teams, or as individual resources.

The Task Forces are staffed primarily by local fire department and emergency services personnel specially trained and experienced in collapsed structure search and rescue operations, incident management, and other emergency operational activities. On activation by DHS, members of the US&R Task Forces, US&R System Members of Joint Management Teams, and other overhead or technical teams, operate as Temporary Excepted Federal Volunteers.⁵

The National Urban Search and Rescue Response System presently comprises 28 US&R Task Forces in 19 States. Typically, a State agency or local public safety agency (Sponsoring Agency) sponsors each of the Task Forces. While the Sponsoring Agencies are solely responsible for the administrative management of their respective Task Forces, many Sponsoring Agencies invite other public safety agencies and other entities in their vicinity to contribute personnel and other resources to the Task Force. These public safety agencies and other entities that enter into agreements with the Sponsoring Agency to contribute personnel and other resources are Participating Agencies. In certain cases, individuals who are not employed by a Sponsoring Agency or Participating Agency⁶ become members of a Task Force as Affiliated Personnel.⁷

DHS provides financial support in the form of grants or Cooperative Agreements⁸ (Grants) to each of the

Sponsoring Agencies under the disaster preparedness and training authorities of the Stafford Act. The Sponsoring Agencies use these Grants to train Task Force personnel, maintain a state of readiness and to acquire necessary equipment and supplies. DHS awards and administers Grants under 44 CFR 13. In return for this financial support, each Task Force must be available for deployment as a Federal resource when DHS activates it.⁹ Task Forces also must maintain minimum training requirements that DHS prescribes.¹⁰

Separate non-standardized memoranda of agreement (MOA), which were individually negotiated at different stages in the System's development, currently govern the relationship between DHS and each of the Sponsoring Agencies. In addition, we require the Sponsoring Agencies to enter into separate Cooperative Agreements on forms that our Office of Financial Management prescribes. As the System has matured, the participants have concluded that it is desirable to standardize these relationships through a set of comprehensive regulations. We developed the Interim Rule with the assistance of the National Urban Search and Rescue Advisory Committee and its Legal Issues Working Group.

Adoption of the Interim Rule enables DHS to standardize our agreements with the Sponsoring Agencies. Following adoption of the final rule, we will ask each of the Sponsoring Agencies to enter into a new, streamlined MOA as well as a Preparedness Cooperative Agreement,¹¹ as described in subpart B

of the rule, and a Response Cooperative Agreement,¹² as described in subpart C of this rule. These new, standardized agreements will document our relationship with the Sponsoring Agencies.¹³ Upon the effective date of the Interim Rule, if a conflict exists between a provision of the rule and an existing MOA, the provision of the rule will control.

References in the Preamble to Parts, Subparts or Sections

Throughout the preamble and rule, references to part, subpart, or sections (as "section" or "\$") are to parts, subparts or sections of this rule unless specifically cited as a section of an Act, e.g., section 306 of the Stafford Act, or document other than this rule.

Organization of the Interim Rule

The Interim Rule is divided into four subparts. Subpart A addresses the organization of the National US&R Response System, explains the relationship among the various components of the system, incorporates certain provisions of other regulations and provides for sanctions if US&R regulations and directives are violated.

Subpart B describes the process through which we provide grant funds to the Sponsoring Agencies to maintain Task Force readiness. Sponsoring Agencies use these grant funds to administer the Task Forces, provide initial and recurrent training,¹⁴ and acquire and maintain a uniform cache of equipment and supplies.

Following adoption of the final rule, we will ask each Sponsoring Agency to enter into a Preparedness Cooperative Agreement with us. In addition, from time to time, DHS will purchase and distribute equipment and supplies directly to each Task Force.

capabilities and readiness for operations, including training.

¹² When DHS activates a Task Force it provides Federal funding for the Task Force's response under the terms of the Response Cooperative Agreement.

¹³ Following adoption of the final rule, DHS expects to develop a National US&R Response System Directive Manual, which will contain system policies and explain other Federal regulations, and will govern the operation of the National US&R Response System. The Directive Manual will be updated periodically as needed.

¹⁴ Sections 306(a) and 621(c) of the Stafford Act, 42 U.S.C. 5149(a), 5197(c), authorize DHS to federalize members of US&R Task Forces to participate in preparedness activities. We periodically federalize US&R teams to participate in DHS-sanctioned training exercises, also known as mobilization exercises. During these periods, they are not "Activated" within the meaning of § 208.2 of the rule and, therefore, the provisions of subpart C do not apply to DHS-sanctioned training exercises. Funding for participation in DHS-sanctioned training exercises may be available under § 208.24(b) of the rule.

⁴ A Joint Management Team is a multi-disciplinary group of National Disaster Medical System (NDMS), Urban Search and Rescue (US&R) and other specialists combined to provide operational, planning, logistics, finance and administrative support for US&R and NDMS resources, and to provide technical advice and assistance to State and local governments.

⁵ The term "Temporary Excepted Federal Volunteer" means that a System member's status is temporary for the period of Federal activation, excepted from Civil Service rules regarding Federal employment, Federal for purposes of tort claim protection and Federal "workers' compensation", and a volunteer in that DHS does not pay the individual directly, but reimburses the Sponsoring Agency for the System Member's services.

⁶ A Participating Agency is a State or Local Government, non-profit organization, or private organization that has executed an agreement with a Sponsoring Agency to participate in the National US&R Response System.

⁷ Affiliated Personnel are individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers.

⁸ Cooperative Agreements are similar to grants, but differ from grants in the amount of government cooperation and involvement in the implementation of the agreement.

⁹ The Task Forces also respond to disasters and emergencies in their home states as State resources. DHS does not normally and directly reimburse Sponsoring Agencies of the Task Forces for the costs that Task Forces incur when deploying in their home states, although in a State deployment, Task Forces may use equipment that they have purchased with DHS grant funds and Federal property that is in their custody. Subpart C of this rule does not cover in-state deployment of US&R resources. However, Federal reimbursement for the cost of an in-state deployment may be available through DHS's Public Assistance Program under regulations published at 44 CFR part 206. In addition, the Office of Foreign Disaster Assistance of the U.S. Agency for International Development (USAID) often uses the services of certain Task Forces to deliver humanitarian assistance abroad under agreements to which DHS is not a party. The rule does not affect the relationships between USAID and the Sponsoring Agencies of the Task Forces.

¹⁰ In addition to participation on Task Forces, participants in the System (referred to as System Members) may also be called upon to serve as members of Joint Management Teams or other overhead or technical teams.

¹¹ DHS enters into a Preparedness Cooperative Agreement with each Sponsoring Agency to provide Federal funding to develop and maintain System resource (personnel, equipment and supplies)

Subpart C addresses the deployment of System Members, either as part of a Task Force, a Joint Management Team, or another overhead or technical team, as a Federal resource, and the reimbursement of the Sponsoring Agencies for the costs that they incur as a result of these deployments. This subpart also explains the Response Cooperative Agreement that we will ask each Sponsoring Agency to sign following adoption of the final rule.

Subpart D establishes the procedures by which Sponsoring Agencies may present claims to DHS for reimbursement of costs incurred when we use System Members as Federal resources, including the timeframes in which the Sponsoring Agencies must present such claims, and procedures for appeals, in writing and submitted within 60 days after receipt of written notice of DHS's determination of the initial appeal. The timeframes and procedures for appeals are set out in § 208.62, Appeals.

A glossary of defined terms that we use throughout the Interim Rule and in subpart A appears in § 208.2. A sub-glossary of defined terms used 208.32 (subpart C) appears in that subpart.

Sectional Analysis

Section 208.33 sets forth the principles under which we will reimburse Sponsoring Agencies for participating in Alerts¹⁵ and Activations.¹⁶ Subsection (a) expresses our policy that participation in Alerts and Activations be as cost neutral as possible to Sponsoring Agencies and Participating Agencies. This commitment is critical to avoid putting local fire departments, which are the predominant sponsors of the Task Forces, at risk for the cost of providing emergency services outside of their respective jurisdictions. Payments are subject to 44 CFR part 13, particularly §§ 13.21 (payment) and 13.22 (allowable cost). 44 CFR 13.22 incorporates various Office of Management and Budget (OMB) circulars that address allowable cost. However, if there is a conflict between this rule and 44 CFR part 13 or the OMB Circulars, this rule controls.

Section 208.39 explains how we will compensate Sponsoring Agencies for personnel costs during Activations. When we deploy System Members,

either as part of a Task Force, or as part of a Joint Management Team or other overhead or technical team, we appoint them into Federal service as Excepted Temporary Federal Volunteers and they work under our direction and control for the duration of the deployment. However, System Members who are regularly employed by a Sponsoring Agency or Participating Agency retain their concurrent employment relationship with their usual employers.¹⁷ The maintenance of this concurrent employment relationship is a fundamental principle of the National US&R Response System, and dates from the inception of the System. We adopted the principle after consultations with the States, local governments and public safety employee organizations and we intend it to prevent System Members from suffering a break in their service to the usual employer while away on the Federal deployment. While on a Federal deployment, these System Members receive pay and benefits from their usual employers during the Federal deployment just as they would if they were not Activated.

Section 208.39(a) of this part provides that we will reimburse the Sponsoring Agency for personnel costs that result from the Activation and are consistent with this rule. The Sponsoring Agency is responsible for reimbursing the personnel costs of its Participating Agencies under the provisions of § 208.39.

Section 208.39(b) of this part speaks to how we compensate Sponsoring Agencies for overtime costs that might not have been incurred but for the Federal deployment. Section 7(k) of the Fair Labor Standards Act (section 7(k)) exempts public safety organizations from paying their employees overtime under certain circumstances. As interpreted by Department of Labor regulations and court decisions, the section 7(k) exemption does not apply unless the employee in question is trained in fire protection, has the legal authority and responsibility to engage in fire suppression, is employed by a public safety agency engaged in fire suppression and actually engages in fire suppression at least 80 percent of the time.

After reviewing Department of Labor regulations relating to section 7(k) and relevant court decisions, we are uncertain whether the rescue activities

undertaken by Sponsoring Agencies of the US&R Task Forces are analogous to fire suppression. We also note that some System Members will not fall within the section 7(k) exemption because they are not regularly employed in fire suppression. It would be unfair to compensate these individuals at one overtime rate, when fellow System Members, who may be volunteers or part-time fire service employees, are compensated at another overtime rate. For these reasons, DHS instructs the Sponsoring Agencies to disregard the section 7(k) exemption when calculating its reimbursement for personnel costs, and reimburses Sponsoring Agencies for regular wages and overtime wages as described in § 208.39(d), (e) and (f).¹⁸ This instruction will not create a windfall for Sponsoring Agencies and Participating Agencies because they cannot charge DHS for personnel costs in excess of those that they actually and normally incur.

Section 208.39(c) of this part establishes a uniform 24-hour tour of duty during the Federal deployment. DHS will reimburse the Sponsoring Agencies for 24 hours of pay for each day that a System Member is deployed, from his or her arrival at the Point of Assembly¹⁹ until his or her release from duty, which may be the airport or Air Force Base to which the Task Force returns, or at the Task Force's original Point of Assembly,²⁰ or some other point. This reimbursement procedure is known as "portal to portal" pay.

We are not establishing a different rate of reimbursement for meal periods or scheduled sleep periods. Once deployed, all System Members must be available for immediate response twenty-four hours a day during the entire deployment period. Meal periods and sleep periods will be interrupted if System Members are needed to engage in vital lifesaving activities, just as they are in the firehouse.

Search and rescue professionals whom we expect to respond on a moment's notice at any time during a 24-hour period should be compensated for 24 hours of work. Activated System Members often work the first 24 to 48 hours of the Activation continuously, as

¹⁸ Section 208.40(b) addresses reimbursement for various differentials paid by Sponsoring Agencies.

¹⁹ Certain activated System Members will not report to a Point of Assembly, but rather will be instructed to travel to the incident location directly from their home or regular place of work. These individuals are Activated when they leave their home or regular place of business and we will adjust the "portal to portal" pay of these individuals accordingly.

²⁰ The Point of Assembly is the location where a Task Force assembles before departure in response to an activation order.

¹⁵ *Alert* means the status of a System resource's readiness when triggered by an Alert Order indicating that DHS may Activate the System resource.

¹⁶ *Activation* means the status of a System resource placed at the direction, control and funding of DHS in response to, or in anticipation of, a presidential declaration of a major disaster or emergency under the Stafford Act.

¹⁷ In some cases, the relationship between the individual and the Sponsoring Agency or Participating Agency is a contractual relationship or a volunteer relationship. These regulations do not create a common law employment relationship between an individual and a Sponsoring Agency or Participating Agency where none otherwise exists.

this initial period involves packaging the Task Force for transport, loading and unloading equipment, attending briefings, receiving and adjusting to changes in operational objectives, establishing the base of operations and initiating the search for live victims. Once the search begins, we control Task Force activities during the entire 24-hour period and Task Forces must be available for immediate response at any time.

Section 208.39(g) provides for the reimbursement of Backfill²¹ expenses. The National US&R Response System depends upon the voluntary participation of public safety agencies. We recognize that these public safety agencies may be short-handed when some of their personnel are away on a Federal deployment. If a public safety agency ordinarily Backfills a position in situations where a regular employee is unavailable for a period of time similar to that spent on a US&R deployment (e.g., Family and Medical Leave, participation in an extended mutual aid assignment, injury or disability), then the public safety agency may bill DHS for the cost of Backfilling the position for the period that the regular employee is away on a Federal deployment. However, we will only reimburse for the incremental overtime salary and benefit expenses associated with the replacement employee. We will not reimburse the Backfilling agency for the regular salary and overtime cost of the replacement employee because the public safety agency would have to pay this cost if the Federal deployment had not occurred.

Public Comments on the Proposed Rule

During the comment period on the Proposed Rule, which closed on February 3, 2003, we received a number of comments. We summarize the comments and our response to them in the materials that follow.

Usage of Terms in the **SUPPLEMENTARY INFORMATION**. We received comments concerning the use of the terms "Task Force Member" and "System Member" in the **SUPPLEMENTARY INFORMATION** to the Proposed Rule. In the **SUPPLEMENTARY INFORMATION** to the Proposed Rule, we used the term "Task Force Member" to denote individuals who respond as part of the National US&R Response System. However, while most participants in the System respond as part of a US&R Task Force, participants in the System may also be called upon to serve on Joint

Management Teams and other overhead or technical teams. As a result, the term "System Member" is a more accurate and comprehensive term to describe individuals who participate in System activities, and the term "Task Force Member" is best used to describe a System Member who is Activated as part of a Task Force. We have corrected the usage of these terms in the **SUPPLEMENTARY INFORMATION** to the Interim Rule.

In certain parts of the **SUPPLEMENTARY INFORMATION** to the Proposed Rule, we also used the term "US&R Task Force," rather than "Sponsoring Agency," to denote the agency or entity with which DHS has entered into legal and financial agreements with respect to the US&R Task Forces. We have corrected the usage of these terms in the **SUPPLEMENTARY INFORMATION** to the Interim Rule.

Finally, in the **SUPPLEMENTARY INFORMATION** to the Proposed Rule, we described the reimbursable period during an Activation as ending when a System Member returns to the pre-deployment staging area. This description conflicts both with standard terminology and the reality of System deployments. A more accurate description of the duration of the reimbursable period during an Activation is set forth in the Interim Rule.

Eligibility for Reimbursement and Coverage Under Federal Statutes While Traveling to and from the Point of Assembly. One Task Force commented on the time period that we propose to pay System Members, namely from arrival at the Point of Assembly until his or her release from duty, which may be the airport or Air Force Base to which the Task Force returns, or at the Task Force's original Point of Assembly, or some other point. Noting that some of its members live 2 or more hours away from the Point of Assembly, the Sponsoring Agency reimburses members from the time that they are alerted to the time that they return home (including travel mileage).

Response: This question has two aspects: (1) Reimbursement for time spent traveling to and from the Point of Assembly, and reimbursement for travel mileage while traveling to and from the Point of Assembly; and (2) consideration of time spent traveling to and from the Point of Assembly as "in the course of employment" for the purposes of workers' compensation (for injuries sustained) and tort liability (for civil wrongs or harms caused) during that travel.

Reimbursement: This issue is related to the Fair Labor Standards Act (FLSA),

which establishes a minimum hourly wage for employees and requires employers to pay overtime wages for hours worked above the statutory maximum. It is also related to the Portal-to-Portal Act of 1947, which requires that time spent "walking, riding, or traveling to and from the actual place of performance of the principal activity or activities which such employee is employed to perform" is not compensable time under the FLSA unless it is compensable by contract, custom, or practice. The general Federal rule regarding travel mileage is: commuting to and from work, that is, between permanent residence and permanent duty station, is a personal expense. The employee is expected to be at work; how the employee chooses to get there is entirely his or her own business. 27 Comp. Gen. 1 (1947).

There are exceptions to the general rule if the travel is not ordinary and is spent outside the workday to and from job assignments. Examples include substantial travel to an emergency job assignment at a location outside the normal workplace, or the employer requires the employee to be "on call" to respond to emergency job assignments. A corollary of the "substantial travel" exception is that the travel is noncompensable if the amount of time spent traveling is minimal.

On reconsideration of our position, we will reimburse certain travel costs and time spent traveling to the Point of Assembly when a System Member responds to an Activation and must travel a considerable distance or time, as determined by DHS on a case by case basis, to reach the Point of Assembly. Otherwise, we will follow the general rule regarding noncompensable travel, including minimal travel. When we activate a Task Force or other System resource, timely assembly of the System Members is critical, and under those circumstances warrants our exception to the general rule. This exception will apply only to Activations, and will not apply, for instance, to Alerts, to travel home after return to the Point of Assembly, or to travel required for training, which we consider to be ordinary noncompensable travel.

In the Course of Employment: Ordinary travel to and from a fixed workplace is generally not within the scope of employment for workers' compensation purposes, under the "going and coming" rule. Under the rule, employees with a fixed workplace are covered by workers' compensation only when they are on their employer's premises, or performing an assignment required by the employer. One of the

²¹ Backfill means the personnel practice of temporarily replacing a person in his or her usual position with another person.

exceptions to the general rule of going and coming is travel to and from job assignments, where the employer compensates the employee for the time or expense of the travel. Consistent with that exception and our intent to reimburse travel costs and time spent traveling to the Point of Assembly in response to an Activation, on a case-by-case basis we will meet our obligations regarding workers' compensation claims that arise out of injuries that System Members incur while traveling to a Point of Assembly in response to an Activation, but for no other purpose.

Definitions. We received several comments on the definitions in § 208.2, and made the following changes:

We changed the term "Memorandum of Understanding" to "Memorandum of Agreement."

The definition for "Equipment Cache List" now reads: "The DHS-issued list that defines:

"(1) The equipment and supplies that US&R will furnish to Sponsoring Agencies; and

"(2) the maximum quantities and types of equipment and supplies that a Sponsoring Agency may purchase and maintain with FEMA funds."

The definition for "Participating Agency" reads: "A State or Local Government, non-profit organization, or private organization that has executed an agreement with the Sponsoring Agency to participate in the National US&R Response System."

One Task Force expressed concern regarding the definitions of "Program Manager," "Program Office," and "Project Manager." We have decided to retain the definitions of "Program Manager" and "Program Office" as they are. Currently, the Program Manager is the Chief of the US&R Section, which is part of the Response Division of FEMA, under the Emergency Preparedness and Response Directorate of DHS, and the Program Office is the US&R Section. However, these entities may change as the organizational structure of DHS evolves. We will notify the Sponsoring Agencies if we designate a different Program Manager or Program Office. We have deleted the definition of "Project Manager" from the definitions set forth in § 208.22, since that term appears nowhere else in the Interim Rule.

We have added the following definition: "*Program Directive* means guidance and direction for action to ensure consistency and standardization across the National US&R Response System." This replaces the term "System Order" in the proposed rule with "Program Directive" in the interim rule.

One commenter recommended that DHS include a definition of "Affiliated Member." The equivalent term is defined at § 208.32 as "Affiliated Personnel."

Section 208.6, System Resource Reports. One commenter noted that Sponsoring Agency, Participating Agencies and System Members are to cooperate fully in audits, investigations, studies and evaluation, and asked, "who pays for salary cost associated with gathering and processing the information?"

DHS provides funding for program management in the Preparedness Cooperative Agreement to support administrative activities, including the salary costs for gathering and processing System resource reports.

Workers' Compensation and Other Benefit Costs. Several Sponsoring Agencies commented that workers' compensation and other benefit costs incurred by Sponsoring Agencies as the result of an injury or death to a System Member are not reimbursable costs. As set forth in § 208.11 and explained in the Supplementary Information, DHS will appoint System Members into Federal service, concurrent with those individuals' local employment, to secure protection for such employees under the Federal Employees' Compensation Act and the Federal Tort Claims Act. If a System Member sustains an injury, that System Member may file a claim for compensation under the Federal Employees' Compensation Act. Because the System Member's Federal appointment is concurrent with his or her local employment, the System Member may also be eligible for compensation under his or her local workers' compensation system. In that case, the System Member may collect either the incremental difference between Federal benefits and local benefits, or may collect local benefits in full, depending on whether the local benefits may be offset by the Federal payment to the System Member.

As explained in § 208.40, DHS will reimburse the Sponsoring Agency for the workers' compensation insurance premium costs associated with the time during Activation. However, any local benefit payment is not a reimbursable expense, because DHS (through the U.S. Department of Labor) provides coverage under the Federal Employees Compensation Act, and because we are prohibited under our current statutory authority from reimbursing Sponsoring Agencies for the costs of benefit payments.

Death or Disability in Line of Duty. One Participating Agency asked whether a System Member killed or

disabled while Activated would be entitled to benefits through the agency's municipal pension program, and whether the death or injury would be considered in the line of duty. We intend that System Members remain fully eligible for local benefits during Federal Activation, and that, as a result, any death or injury during Activation should be considered to have occurred while the System Member was acting in the scope of employment.

Federal Death Benefits. One Sponsoring Agency asked how a "Federal death benefit," if incurred, would be calculated. The "Federal death benefit" for System Members comprises two separate components: (1) A benefit payment under the Federal Employees Compensation Act; and (2) a payment under the Public Safety Officers' Benefit Act. The death and injury benefits available under each of those statutes are determined using formulas set forth in those statutes.

Voluntary Contribution to Municipal Pension Plans. One Sponsoring Agency asked whether contributions to a municipal pension plan made voluntarily by System Members during an Activation, rather than contributions made by the System Member's employer under the terms of a collective bargaining agreement or other arrangement, are reimbursable by DHS. Voluntary employee contributions, as opposed to mandatory employer contributions, are not reimbursable expenses.

Contributions to the Pension Plan Based on Overtime. One Sponsoring Agency commented that under its benefits plan, salary is defined as the total actual fixed cash compensation, including overtime, and contributions to its pension plan are based on this total salary, including overtime. The Sponsoring Agency asked whether contributions to the pension plan based on overtime pay received during Activation reimbursable under this rule. Under § 208.40(a)(2), these contributions are reimbursable.

Cost Sharing. One Task Force commented that § 208.23(f) refers to "Cost Sharing" but makes no distinction between "hard share," *i.e.*, cash contributions, and "soft share," *i.e.*, other value-added benefits provided by the Sponsoring Agency. We do not presently require Sponsoring Agencies to provide a cost share, either hard or soft, for preparedness or response funding. Please note that section 208.22(f) provides for cost sharing if it were required in the future. If we were to institute a cost-sharing requirement in the future, we would clearly indicate in the Cooperative Agreement whether

such cost share would be “hard” or “soft.”

Equipment Ownership. Several Sponsoring Agencies commented that the Proposed Rule does not address ownership or disposition of equipment purchased under this program.

OMB Circulars A-87 and A-110 specify that equipment purchased with Federal Grant funds is the property of the grantee. However, title, use, management and disposition of equipment purchased under a grant or Cooperative Agreement is set out in 44 CFR 13.32, a government-wide rule to which DHS adheres. While the Sponsoring Agency has title to any equipment purchased with Federal preparedness and response Cooperative Agreement funds, DHS reserves the right to transfer title to the Federal Government or a third party that we may name, under 44 CFR 13.32(g). DHS would generally expect to limit its exercise of this right to instances when a Sponsoring Agency indicates or demonstrates that the Sponsoring Agency cannot fulfill its obligations under the Memorandum of Agreement.

Maximum Pay Rate Table. We received the most number of comments concerning the Maximum Pay Rate Table (Table) identified in the Proposed Rule. For clarity, we set forth here the applicability of the Table and the process we will follow for creating and updating the Table.

Section 208.32 defines the “Maximum Pay Rate Table” as “the DHS-issued table that identifies the maximum pay rates for selected System positions that may be used for reimbursement of Affiliated Personnel compensation and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency.” In that same section, “Affiliated Personnel” are defined as “individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers.”

One Sponsoring Agency commented that the Table seemed to contradict the principle of cost neutrality set forth prominently in the Proposed Rule. However, as defined, the Table applies only to those individuals who are not normally employed by a Sponsoring Agency or Participating Agency, or whose affiliation with a Sponsoring Agency or Participating Agency is as a volunteer; that is, an individual whom the Sponsoring Agency or Participating Agency does not normally compensate in any way, at any rate.

The Table sets forth maximum rates for which we will reimburse the

Sponsoring Agency for compensation paid to those individuals while Activated. The Sponsoring Agency may choose to compensate these individuals at a higher rate, but we will not reimburse the increment above the maximum rate specified in the Table. Likewise, the Sponsoring Agency may choose to enter into a Participating Agency agreement with the individual's employer, rather than use the individual as an Affiliated Personnel, in which case the Table would not apply. Consequently, only a Sponsoring Agency's choice to exceed the maximum rates set forth in the Maximum Pay Rate Table would result in an uncompensated expenditure, and the Table would not violate the principle of cost neutrality.

A number of parties expressed concern that the Table was not provided concurrently with the publishing of the Proposed Rule. We chose not to delay the Proposed Rule until the Table could be developed. We have inserted a new section 208.12, Maximum Pay Rate Table, to establish the process for creating, updating and using the Table. We are also publishing the Table as a Notice in the **Federal Register** and are asking for comments on both the Interim Rule and the Table before publishing the final rule.

One Sponsoring Agency expressed concern that the rates set forth in the Table could not be used with respect to individuals employed by the Sponsoring Agency, and not when the individual would serve on the Task Force as Affiliated Personnel (e.g., a Sponsoring Agency fire department dispatcher affiliated with the US&R Task Force in a non-dispatcher role as a canine search specialist). Although the Table would not necessarily apply to reimbursement for salary and benefits for that individual, Sponsoring Agencies may use the rates in the Table as a guide for establishing compensation levels for Affiliated Personnel.

Affiliated Personnel. Several commenters noted that the rule can be interpreted to preclude the reimbursement of Backfill expenses for Affiliated Personnel under § 208.39(g). Those commenters expressed concern that, since the highly-trained civilians such as physicians, structural engineers and canine handlers are typically Affiliated Personnel, reimbursement for Backfill expenses is important to securing the participation of these individuals in the System. The restriction on Backfill costs for Affiliated Personnel could limit the ability of Sponsoring Agencies to recruit and retain these highly trained civilians.

However, the only permissible way to reimburse Affiliated Personnel for Backfill costs is through Participating Agencies—neither we nor the Sponsoring Agencies have contractual or employment relationships with the individuals Backfilling the jobs of Affiliated Personnel. If reimbursement for Backfill expenses is a problem for Affiliated Personnel, we encourage them to have their employers or professional association seek Participating Agency status. Participating Agency status is available to private, for-profit organizations under the revised definition of “Participating Agency” set forth in this Interim Rule. (See Definitions, § 208.2, *Participating Agency*, and § 208.12, *Maximum Pay Rate Table*.) Note, however, that compensation costs, for the purposes of reimbursement and Backfill, refer to the System Member's actual compensation, or the compensation of the individual who Backfills a position (which includes salary and benefits, as described in §§ 208.39 and 208.40), rather than billable or other rates that might be charged for services rendered to commercial clients or patients.

Creating, Updating and Using the Maximum Pay Rate Table. We have inserted a new section 208.12 in this rule to establish how we will create, update and use the Table to reimburse Affiliated Personnel (Task Force Physicians, Task Force Engineers, and Canine Handlers) and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency; the Table applies only to these named categories. Section 208.12 describes the method for determining maximum pay rates using United States Office of Personnel Management's (OPM) salary rates, and provides links to OPM's applicable salary rate tables and locality pay tables.

The section provides that DHS will review and update the Table periodically (at least annually). DHS is publishing the initial Table in the **Federal Register** as a Notice with request for comments. DHS will publish subsequent revisions to the Table as Notices in the **Federal Register**.

The section further states that a Sponsoring Agency may choose to pay Affiliated Personnel at a higher rate, but DHS will not reimburse the increment above the maximum rate specified in the Table.

Resupply and Logistics Costs During a Federal Activation. One Sponsoring Agency noted that, under § 208.38, we will not reimburse costs incurred for resupply and logistical support during Activation. That section states that resupply and logistical support needed

during Activation are the responsibility of the Joint Management Team (JMT). The Sponsoring Agency asked, "What happens if the Incident Management Team [now the JMT] cannot be established?"

During Activation, we are responsible for resupply and logistics. Currently, we accomplish this responsibility through either the JMT, which operates in the field, or the Emergency Support Function 9 (ESF-9),²² which operates from the National Emergency Operations Center, an emergency coordinating center located at FEMA headquarters. As DHS develops and evolves, we may change the names or functions of these teams; however, the responsibility for resupply and logistics will remain with us. Task Forces should not engage in resupply or logistical support during Activation unless coordinated through one of these teams. In extraordinary circumstances, *e.g.*, if the Task Force cannot make contact with either the JMT or the EST, the Task Force should follow the instructions in § 208.44, Reimbursement for other costs. Absent such circumstances, we will not reimburse costs incurred for resupply and logistical support during Activation.

Compensation for Exempt System Members. Several agencies commented on the proposed reimbursement for compensation paid to Exempt System Members, *i.e.*, System Members who are paid a salary, rather than an hourly wage, and are otherwise exempt from the Fair Labor Standards Act. One agency commented that reimbursement for Exempt System Members should be based on the employees' salary, converted to a 40-hour workweek and then paid at that rate on an hourly basis during Activation. Another agency commented that the different methods of compensation calculation for Exempt and non-exempt System Members will result in non-exempt System Members receiving a greater amount of compensation during Activation than Exempt System Members, who are typically more experienced firefighters holding higher ranks in the Sponsoring Agency or Participating Agency. This agency speculated that the method of compensation calculation used in the Proposed Rule would result in fewer chief officers (who are typically

classified as Exempt System Members) participating as System Members.

There are two guiding principles underlying our compensation calculation rules: (1) Cost neutrality; and (2) customary and usual practice. The compensation calculation system for Exempt System Members complies with both of these principles. If an individual is classified as an Exempt System Member in his or her regular position with the Sponsoring Agency or Participating Agency, then this individual will receive compensation on a daily basis, rather than an hourly basis, regardless of the number of hours the individual works in a day. The rule provides reimbursement to the Sponsoring Agency or Participant Agency on this basis—that is, for the amount that the individual would have customarily and usually received. If the Sponsoring Agency or Participating Agency customarily and usually compensates Exempt System Members by paying a salary and overtime, or customarily and usually awards compensatory time or another overtime substitute for hours worked above a predetermined threshold, then the Sponsoring Agency may request reimbursement for the overtime amount, or the liquidated value of the compensatory time or other overtime substitute, in accordance with §§ 208.39(e)(5)(ii) and (iii). In this way, this rule abides by the principle of cost neutrality.

One Sponsoring Agency asked that we examine the feasibility of giving Sponsoring Agencies the option of having chief officers appointed as Disaster Assistance Employees (DAE) (temporary DHS employees) during Activation. In that case, those officers would be temporary Federal employees, would probably take a reduction in pay, and would take vacation or administrative leave from the Sponsoring Agency or Participating Agency for the period of Activation. In turn, a DAE appointment might affect their pension and seniority rights. We believe that disadvantages of DAE appointments outweigh any benefits that chief officers might derive, and that the current language of this rule concerning Exempt System Members represents the best general practice.

One Sponsoring Agency asked whether, under § 208.39(e)(3), chiefs compensated based on a 56-hour workweek should be converted to a 40-hour workweek for purposes of calculating reimbursable compensation under the rule. This Sponsoring Agency also noted that compensating individuals who customarily and usually work a 56-hour workweek, by

converting their hourly wage rate to a 40-hour workweek, results in approximately 40 percent higher costs during Activation. Sponsoring Agencies and Participating Agencies that compensate employees based on a 56-hour workweek take advantage of the partial overtime exemption set forth in section 7(k) of the Fair Labor Standards Act. As explained herein, we require that Sponsoring Agencies and Participating Agencies disregard the section 7(k) partial exemption in calculating personnel costs, and we will reimburse personnel costs based on a 40-hour work week, as described in § 208.39 of this rule.

One Sponsoring Agency notes that the calculation of reimbursable personnel costs will place an extra burden on payroll staff, and there will most likely be personnel who will be eligible for overtime compensation immediately upon Activation since they have already exceeded the overtime threshold for that week. We have included an administrative allowance in the reimbursement for response costs, found at § 208.41, to compensate the Sponsoring Agency for this increased burden on payroll staff. We also provide for reimbursement of any additional salary and overtime costs in § 208.39(f), *e.g.*, those incurred because a System Member is eligible for overtime compensation immediately upon Activation.

Reimbursement for Personnel Costs for Equipment Cache Rehabilitation. Under § 208.43, we will reimburse Sponsoring Agencies for personnel costs associated with equipment cache rehabilitation up to the number of hours specified in the Demobilization Order.²³ One Sponsoring Agency stated that the number of hours specified in the Demobilization Order should be an estimate only, rather than a fixed limit, and asked whether there is an appeal process for the number of hours specified in the Demobilization Order, or another mechanism for requesting additional hours based on unforeseen circumstances. There is no appeal process for the number of hours specified in the Demobilization Order. However, if the Sponsoring Agency feels that unforeseen circumstances will prevent it from completing its equipment cache rehabilitation within the specified number of hours, the Sponsoring Agency should follow the

²² ESF-9, or Emergency Support Function 9, Urban Search and Rescue, is responsible to plan and coordinate the use of Urban Search and Rescue assets following an event that requires locating, extricating and providing immediate medical treatment of victims trapped in collapsed structures. ESF-9 also provides planning and coordination of US&R assets when they engage in other disaster-related assignments.

²³ A Demobilization Order is a DHS communication that terminates an Alert or Activation and identifies cost and time allowances for rehabilitation.

procedures in § 208.44 for reimbursement of other costs.

Reimbursement for Other Costs.

Section 208.44 sets a procedure for Sponsoring Agencies to follow if the Sponsoring Agency or the Task Force believes that it must incur an expense not included in subpart C for which it expects to request reimbursement. Section 208.44 requires that the Sponsoring Agency request in writing permission from DHS to make the expenditure or, if advance permission in writing is not possible to obtain, to meet three criteria before making the expenditure, including requesting and receiving advance verbal approval.

One agency commented that during an extreme emergency, in particular during the initial 24- to 48-hours of an Activation, it can be difficult to obtain written or verbal approvals, and that personnel authorized to approve expenditures are not available 24 hours a day during this period. Moreover, this agency commented that Joint Management Teams, in the past, have left requests for resupply unanswered for extended periods of time. The agency recommended that we empower Task Force Leaders to make procurement decisions.

We feel that this comment addresses operational problems rather than regulatory issues. Many of these problems will be alleviated by the construction of the new DHS operations center that will be staffed 24 hours a day during an Activation, and by assuring that there is at least one person on duty in the operations center who holds delegated authority to authorize procurements. Moreover, the revised Equipment Cache List²⁴ provides for the purchase of multiple, back-up methods of communication to assure that Task Forces can communicate with the operations center under any circumstances. We believe that the rule controls the costs associated with Activation and limits duplicative procurement without compromising responder safety.

Advance of Funds. Section 208.45 states that we will provide the Sponsoring Agency with an advance of funds up to 75 percent of the estimated personnel costs of the Activation. Several agencies commented that we should increase this amount to 90 percent of the estimated personnel costs. These agencies commented that since personnel costs of an Activation

can exceed \$1 million, an advance up to 75 percent of that amount still leaves the Sponsoring Agency with approximately \$250,000 in outlays for personnel costs for which it must wait for up to 120 days or more for reimbursement. The financial burden of these outlays would be compounded in the event of multiple Activations within a relatively short time period.

We believe that up to 75 percent is the optimal amount for an advance of funds because it balances the need for funds against the possibility of overestimated funds. As one commenter pointed out, for many years we did not provide any advance of funds, and for more recent Activations we provided an advance equal to 25 percent of estimated personnel costs. The amount "up to 75 percent" is a result of our examination of personnel cost data from a number of previous Activations. It also recognizes the financial burden borne by the Sponsoring Agencies in carrying, even temporarily, these additional salary costs. However, Activations often last for a shorter period of time than we use to calculate the estimated personnel costs for the Activation, as was the case recently with Hurricane Isabel when teams were activated for fewer than 7 days. As one commenter pointed out, some percentage of personnel costs may be questioned and ultimately disallowed as a result of the reimbursement review process. For these reasons, at this time, we believe that up to 75 percent of estimated personnel costs is the best amount for an advance of funds. We expect to review Sponsoring Agencies' experience periodically under this provision, and will make revisions as warranted.

Deadline for Submission of Claims.

One agency commented that the deadline for submission of claims comes too soon after an Activation has ended. Currently, § 208.52 specifies that Sponsoring Agencies must submit claims for reimbursement within 90 days of the conclusion of the Activation. Section 208.52 also states that DHS may extend and specify the time limitation upon a written request and justification from the Sponsoring Agency. The commenting agency noted that it could take many weeks to obtain certain items, often because of manufacturers' inventory status. The agency stated that setting a deadline of 120 days would obviate the need for a Sponsoring Agency to apply for repeated extensions.

We believe that the 90-day timeframe for submission, with the opportunity for Sponsoring Agencies to apply for 30-day extensions, is the better policy. In the past, we found that Sponsoring

Agencies often do not submit claims for reimbursement in a timely manner. This tendency interferes with our ability administratively to "close out" the accounts we set up for each major disaster or emergency, and also results in Sponsoring Agencies carrying unreimbursed costs for longer periods of time. We believe that it is better to require submission of claims for reimbursement within 90 days of the conclusion of the Activation, while permitting Sponsoring Agencies to apply for 30-day extensions at their option.

Reevaluation and Potential Revision of the Rule. One agency commented that we should provide a date certain for reevaluation and potential revision of this rule. The agency believed that providing this date certain was important because some provisions of the rule will require additional discussion and development, and other issues may arise after the rule is implemented. We do not believe that there is a need to provide a date certain by which we will reevaluate and, if necessary, revise the rule. However, we will work with our State and Local Government partners through the National Urban Search and Rescue System Advisory Committee and its Legal Issues Working Group to evaluate this rule, measure its efficacy, and develop revisions as necessary.

Task Force Leader. One Sponsoring Agency commented that this rule should include a definition of the role and responsibilities of the Task Force Leader, the highest leadership position on a US&R Task Force. The commenting agency stated that "[t]he Task Force Leader is the individual during a deployment who is in control and responsible for the entire Task Force, in addition to reporting to FEMA (whether the FEMA Emergency Support Team (EST) or the IST [now JMT] the Task Force Leader is the individual that the Sponsoring Agency designates to represent the Sponsoring Agency both financially and legally while the Task Force is deployed."

We feel that the roles and responsibilities of the Task Force Leader should not be included in the rule. We have developed and published a Position Description for the Task Force Leader, and have described the roles and responsibilities of the Task Force Leader in several operational documents. These descriptions may change over time, and we want to retain flexibility by including these descriptions in operational documents rather than in the rule. Moreover, different Sponsoring Agencies have vested their Task Force Leaders with

²⁴ The *Equipment Cache List* is the DHS-issued list that defines: (a) The equipment and supplies that US&R will furnish to Sponsoring Agencies; and (b) the maximum quantities and types of equipment and supplies that a Sponsoring Agency may purchase and maintain with DHS funds.

different levels of authority. For these reasons, we have not defined the roles and responsibilities of the Task Force Leader in the rule.

Use of Federally Purchased Equipment for Local Use in Daily Operations. One commenter noted that, in the Federalism Summary Impact Statement included with the Proposed Rule, we stated that "Equipment and supplies purchased with Federal funds may be used to respond to state disasters or emergencies." The commenter asked whether the intent of the rule was to prevent the use of federally purchased equipment for daily operations.

We intend the System to provide a Federal capability to respond to major disasters or emergencies involving structural collapse, weapons of mass destruction, or other incidents that the President declares. A Sponsoring Agency may use equipment and supplies purchased with Federal funds to respond to disasters or emergencies requiring urban search and rescue response at the state and local level, and if necessary, to repair or replace equipment so used at the Sponsoring Agency's expense. However, we do not intend that Sponsoring Agencies use federally purchased equipment in routine, day-to-day operations.

Indirect Costs. One Sponsoring Agency commented on our prohibition of reimbursement for indirect costs related to response, and our 7.5 percent limitation on indirect costs related to preparedness. The commenting agency noted that this limitation on indirect costs is inconsistent with other FEMA programs and diverges from standard Federal indirect cost percentages. The commenting agency stated that this limitation could threaten the ability of that Sponsoring Agency to remain in the System, stating that the "work burden formulas presuppose economies of scale for a larger, pre-existing agency."

We brought this issue to the National US&R Advisory Committee, which recommended retention of the indirect costs policy as in the proposed rule. We agree. This limitation is not inconsistent with other limitations applicable to FEMA programs. Accordingly, we have not changed this section. Note that this limitation applies only to Preparedness Cooperative Agreements, which apply over the course of at least one year and to which indirect cost principles can be applied readily. Except as provided in § 208.41, we allow no indirect costs under Response Cooperative Agreements. US&R deployments are most often short-term, on the order of 10–14 days. Consistent with section 407 of the Stafford Act, we will allow the

administrative allowance listed in § 208.41 of this part in lieu of attempting to establish indirect cost rates for short-term deployments.

Administrative Procedure Act Determination

We are publishing this Interim Rule under the Administrative Procedure Act, 5 U.S.C. 553, with our request for public comments. Concurrently with publication of the Interim Rule, we are publishing the Maximum Pay Rate Table (Table) in the **Federal Register** as a Notice. We published a Proposed Rule, National Urban Search and Rescue Response System, on December 18, 2002, 67 FR 77627–77640, and received over 30 comments from various Task Forces in the National US&R Response System. We discuss the comments in the preamble of the Interim Rule, indicating where we agree with the comments and have made changes, and also where we do not agree with the comments.

We did not have the Table prepared at the time we published the Proposed Rule but received a large number of comments and questions about the Table. To provide an opportunity for comment before publishing the final rule, and because of the delay between the date of the Proposed Rule and the Interim Rule, we request that interested parties comment within 45 days of today's publication.

The National US&R Response System provides a number of public services that are unique within the Federal Government. Members are experienced and trained professionals highly skilled in the often dangerous roles of searching for, extricating and providing initial medical care for victims from collapsed buildings, whether collapsed by natural or manmade causes. The searching is important to the public to ensure that every effort has been made to rescue people still alive within a collapsed structure. Members also have an important role in finding the bodies of those killed in the collapse, so that victims might be identified and returned to grieving families. The tasks performed and the dangers inherent in the work benefit other firefighters and disaster responders who do not have the specialized training and experience of the National US&R Response System Members and who are not put at risk by entering the collapsed structures when US&R teams are present.

The Interim Rule is effective today, the date of publication. There is an urgent need within the National US&R Response System to standardize financial, administrative and operational functions among the 28

Task Forces located in 19 States. These needs include codifying the relationship between the Department of Homeland Security (DHS) and the Sponsoring Agencies of the 28 Task Forces, and standardizing the relationships of Sponsoring Agencies with their Participating Agencies and Affiliated Personnel. Efforts to standardize the Memoranda of Agreement between DHS and the Sponsoring Agencies, and in turn, the agreements between the Sponsoring Agencies and Participating Agencies and Affiliated Personnel, are essential to the effective functioning of the System and must be completed soon to inform, guide and govern all System participants uniformly in their respective roles, responsibilities and activities.

In the years since September 11, 2001, Congress has appropriated increased funds to US&R for equipment, training, and other measures to ensure that each Task Force is fully staffed, trained and available for whatever disaster they may be called upon for help. It is imperative and urgent that there be full accountability for the funds granted to the Sponsoring Agencies, and that there be uniform standards that the Sponsoring Agencies can apply in the performance of their US&R responsibilities. This rule provides those standards; it is urgent that they be in effect as soon as possible.

The direct effect of this rule is on the 28 Sponsoring Agencies, their Participating Agencies, and Affiliated Personnel—a relatively small, well-defined universe. The Sponsoring Agencies, the Advisory Committee of the National US&R Response System (Advisory Committee),²⁵ the Working Groups²⁶ under the Advisory Committee, and others associated with the National US&R Response System have frequently and repeatedly requested publication and implementation of this rule, which they urgently need to fulfill their obligations to the System, themselves and their organizations. As matters of sound policy, planning and management for the entire System, it is important to make the rule effective upon publication.

Good cause exists and it is in the public interest to make this Interim Rule

²⁵ The Advisory Committee of the National US&R Response System provides advice, recommendations, and counsel on the continuing development and maintenance of a National US&R Response System to the Under Secretary for Emergency Preparedness and Response.

²⁶ The System has several specialized Working Groups, e.g., command and general staff, medical, legal issues, training, etc., that provide professional and technical advice on US&R issues to DHS through the National Advisory Committee.

effective upon publication (and to request comments on the Interim Rule and on the Table as published separately today as a Notice). DHS will review and evaluate any comments that it receives and will publish the final rule at a later date.

National Environmental Policy Act

44 CFR 10.8(d)(2)(ii) categorically excludes from actions such as the preparation, revision, and adoption of regulations, and specifically 44 CFR 10.8(d)(2)(xviii)(C), which relates to planning and administrative activities in support of emergency and disaster response and recovery, including deployment of urban search and rescue teams. Accordingly, we have not prepared an environmental assessment or environmental impact statement for this rule.

Executive Order 12866, Regulatory Planning and Review

Under Executive Order 12866, 58 FR 51735, October 4, 1993, a "significant regulatory action" is subject to OMB review and the requirements of Executive Order 12866. Section 3(f) of the Executive Order defines "significant regulatory action" as one that is likely to result in a rule that may:

(1) Have an annual effect on the economy of \$100 million or more, or may adversely affect in a material way the economy, a sector of the economy, productivity, competition, jobs, the environment, public health or safety, or State, local or tribal governments or communities;

(2) Create a serious inconsistency or otherwise interfere with an action taken or planned by another agency;

(3) Materially alter the budgetary impact of entitlements, grants, user fees, or loan programs, or the rights and obligations of recipients thereof; or

(4) Raise novel legal or policy issues arising out of legal mandates, the President's priorities, or the principles set forth in the Executive Order.

In determining whether to proceed with the formulation and publication of this rule, we considered three alternatives: maintain the status quo ante; manage the program through administrative directives; and cancel the program.

Maintain the Status Quo Ante. The National US&R Response System has operated since the early 1990s without formal regulations. The first ten years or so were formative years with a great deal of flux. Federal appropriations were minimal until the events following September 11, 2001, which led to major changes in planning, operations, management, training and funding.

Twenty US&R teams responded to the World Trade Center and five responded to the Pentagon. After-action evaluations showed the need for greater interoperability of equipment, consistency in training and operating across the 28 teams, and many other factors to permit 28 disparate units in 19 States to perform as a cohesive whole. Congress appropriated larger sums to support the program, mandating that the program not add new task forces until existing task forces were fully equipped and trained. Spurred by the response of Congress and the Administration, we redoubled efforts to standardize the financing, administration and operation of the National US&R Response System.

Under the *status quo ante* and the low level of Federal funding, we had little leverage to standardize the program. With increased appropriations and expanding mission that followed September 11, 2001 (*e.g.*, response to acts of terrorism and weapons of mass destruction events, response to hurricanes), operating without formal regulations was no longer tenable. Sound management and responsible stewardship of the program demand formal regulations. For these reasons, we rejected the *status quo ante*.

Management by Administrative Directives. We rejected this alternative on grounds that administrative directives do not have the force of law, tend to be piecemeal, and do not adequately support our need for standardized practices within the US&R program. In contrast, the rule will have the force of law and will concisely support our need to standardize the financing, administration and operation of the US&R program.

Cancel the Program. The US&R program grew out of the evident need to have highly skilled, specially trained and equipped personnel swiftly available to search for and extricate victims from collapsed buildings, whether from earthquakes and other natural causes, acts of terrorism, accidents or other human causes. The need is greater today than perceived in the late 1980s and early 1990s. The program has garnered a well- and hard-earned recognition of its effectiveness, with strong support from Congress, the Administration, and its Sponsoring and Participating Agencies. With that continuing support, cancellation of the program is not a feasible alternative.

Interim Rule. We (FEMA) published a Proposed Rule, National Urban Search and Rescue Response System, on December 18, 2002, 67 FR 77627-77640. During the 45-day comment period, we received about 30 comments from Sponsoring Agencies, one from a

Participating Agency, one from a Member of Congress, and none from the public at large. We reviewed the comments, accepting some, rejecting some. This preamble and Interim Rule reflect the decisions made regarding the comments that we received.

When we published the Proposed Rule, we mentioned, but had not yet prepared, the Maximum Pay Rate Table (Table). In order to have that part of the rule on which we had received comments go into effect, and to obtain public comments on the Table, we elected to publish the rule as an Interim Rule, and, concurrently to publish the Table as a Notice, with request for comments.

Economic Significance of the Rule. This rule will not have an annual effect on the economy of \$100 million or more and is not an economically significant rule under Executive Order 12866. The rule establishes the relationship between the Sponsoring Agencies of the Urban Search & Rescue (US&R) Task Forces and DHS, funding for preparedness and response activities, including the acquisition of equipment and supplies and training, and the eligibility of Task Forces to receive and maintain Federal excess property.

This interim rule impacts 28 Sponsoring Agencies, 26 of which are from local communities, 2 are associated with state universities. All of the communities have populations greater than 50,000. Most of the Sponsoring Agencies have agreements with Participating Agencies for additional support to meet the staffing, equipment and training requirements of the National US&R Response System. US&R-related costs of Participating Agencies are paid by DHS through the Sponsoring Agencies. Similarly, expenses of Affiliated Personnel are reimbursed through the Sponsoring Agencies.

DHS has designed the National US&R Response System to be as cost neutral to Sponsoring Agencies as Federal law authorizes. DHS acquires equipment and supplies, pays for training, meetings and related travel, lodging, and per diem expenses, and attempts to cover Sponsoring Agencies' preparedness costs through preparedness Cooperative Agreements. When DHS activates a US&R Task Force we reimburse the Sponsoring Agency for 100 per cent of its direct eligible costs incurred, including overtime and Backfill costs, and indirect costs capped at 7.5 percent of direct costs, under the terms of the response Cooperative Agreements. Sponsoring Agencies will incur certain paperwork burdens and expenses, which are described and quantified

below in the materials on the Paperwork Reduction Act. We expect that our Cooperative Agreements and their associated indirect cost rates will cover the eligible costs that the Sponsoring Agencies incur to participate in the National US&R Response System.

Costs to DHS to administer the National US&R Response System include the salaries and expenses of an 8-person staff, and the indirect staff costs for financial, acquisition, logistics and other administrative services provided by DHS and FEMA. Current appropriations limit administrative costs to 3 percent of the total amount appropriated for US&R.

FEMA's planning and program guidance for fiscal years 2005 through 2009 set funding levels of \$6.438 million for the National US&R Response System, representing the baseline non-disaster-specific budget for operating expenses. In the past two years, congressional annual appropriations for US&R were \$60 million, most of which US&R passed to the Sponsoring Agencies pursuant to Cooperative Agreements. FEMA passes the amounts appropriated to the Sponsoring Agencies in preparedness Cooperative Agreements funded 100 percent by the Federal Government to cover planning, training, equipment or other essentials to fulfill the US&R mission, which do not impose conditions on the Sponsoring Agencies making them economically significant. Nor would Cooperative Agreement funding adversely affect in a material way the economy, a sector of the economy, productivity, competition, jobs, the environment, public health or safety, or State, local or tribal governments or communities.

This rule is a significant regulatory action, but not an economically significant regulatory action within the definition of section 3(f) of Executive Order 12866, and it adheres to the principles of regulation of the Executive Order. The Office of Management and Budget has reviewed this rule under the provisions of the Executive Order.

Regulatory Flexibility Act, 5 U.S.C. 601

Under the Regulatory Flexibility Act, agencies must consider the impact of their rulemakings on "small entities" (small businesses, small organizations and local governments). The Act also provides that, if a regulatory flexibility analysis is not required, the agency must certify in the rulemaking document that the rulemaking will not "have a significant economic impact on a substantial number of small entities."

This rule standardizes the financing, administration and operation of the

National Urban Search and Rescue Response System (System or US&R), which FEMA established under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The System currently comprises 28 US&R Task Forces in 19 States. A State agency or local public safety agency (Sponsoring Agency) typically sponsors a Task Force,²⁷ staffed primarily by local fire department and emergency services personnel, and include Joint Management Teams (JMT) and other overhead or technical teams. None of the Sponsoring Agencies are in communities with populations fewer than 50,000. The governments of the Sponsoring Agencies are urban or State instrumentalities and none qualify as a "small governmental jurisdiction" within the meaning of 5 U.S.C. 601(5).

Some of the Participating Agencies are small businesses, such as engineering firms and HMOs. DHS reimburses Sponsoring Agencies for the eligible costs that the Sponsoring Agencies incur in reimbursing their Participating Agencies. DHS expects Participating Agencies to receive full reimbursement for the salaries and expenses of their personnel who are participating System Members, indirect costs up to 7.5 percent, per diem, travel and related costs when Task Forces activated, and backfill expenses.

DHS has designed the US&R program to be as cost neutral to Sponsoring Agencies as Federal law authorizes. When DHS activates a US&R Task Force it reimburses the Sponsoring Agency for its direct costs incurred, including overtime and Backfill costs, and indirect costs capped at 7.5 percent of direct costs. Upon activation, System Members become Temporary Excepted Federal Volunteers entitled to the benefits of the Federal Employees Compensation Act (FECA) and the Federal Tort Claims Act (FTCA). In some instances, State workers' compensation benefits exceed those available under FECA, and the

²⁷ The Task Forces also respond to disasters and emergencies in their home states as State resources. DHS does not directly reimburse Sponsoring Agencies of the Task Forces for the costs that they incur when deploying in their home state, although in a State deployment Task Forces may use equipment that they have purchased with DHS grant funds and Federal property that is in their custody. Subpart C of this rule does not cover in-state deployment of US&R resources. However, Federal reimbursement for the cost of an in-state deployment may be available through DHS's Public Assistance Program under regulations published at 44 CFR part 206. In addition, the Office of Foreign Disaster Assistance of the U.S. Agency for International Development (USAID) often uses the services of certain US&R Task Forces to deliver humanitarian assistance abroad under agreements to which DHS is not a party. The rule does not affect the relationships between USAID and the Sponsoring Agencies of the Task Forces.

difference between the State benefits and the Federal benefits may have to be borne by the Sponsoring Agency.

US&R Task Forces also must maintain minimum training requirements that DHS prescribes. Under current interpretations by the Department of Justice, the FTCA covers System Members during Task Force activations, but does not apply to training activities. This lack of FTCA coverage during training is a potential liability that a Sponsoring Agency might incur, but such a circumstance has not occurred in 15 years of experience. DHS is working with the Department of Justice to determine what measures DHS could take to provide liability coverage for System Members during US&R training events.

DHS assumes that the professional skills necessary for preparation of the reports and records are within the capabilities of the Sponsoring and Participating Agencies. DHS further assumes that Sponsoring and Participating Agencies incur no extra, unreimbursed costs for sound administration and accountability that Federal Cooperative Agreements require of any recipient of such awards. We have no basis for estimating the expected cost or range of costs per impacted Sponsoring or Participating Agency.

DHS is not aware of any rules that may duplicate, overlap or conflict with this rule. In our discussion of E.O. 12866 above, we considered several alternatives to this rule, including *status quo ante*, cancellation of the program, management by program directives, and this interim rule. None of the alternatives to this rule met DHS needs to standardize the financing, administration and operation of the US&R System; none provided differing compliance or reporting requirements, or clarified, consolidated, or simplified compliance and reporting, or exempted any of the Sponsoring Agencies from coverage of the rule.

For the reasons stated, we certify under 5 U.S.C. 605(b) that this Interim Rule will not have a significant economic impact on a substantial number of small entities and does not apply to this interim rule.

Paperwork Reduction Act of 1995

DHS has determined that the implementation of this rule is subject to the Paperwork Reduction Act of 1995, 44 U.S.C. 3501–3520. As the Paperwork Reduction Act of 1995 requires and, concurrently with this rule, we have submitted a request for Office of Management and Budget (OMB) review and approval of a new collection of

information, which is contained in this rule. The collection of information complies with provisions of the Paperwork Reduction Act of 1995, 44 U.S.C. 3506(c)(2)(A). We invite the general public to comment on the collection of information.

Collection of Information

Title: Urban Search and Rescue Program.

US&R grant application forms approved by OMB under Control Number 1660-0025, which expires July 31, 2007, are:

Form Numbers: SF 424, Application for Federal Assistance; DHS Form 20-10, Financial Status Report; DHS Form 20-16, Summary Sheet for Assurances

and Certifications; DHS Form 20-16A, Assurances—Non-Construction Programs; DHS Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; DHS Form 20-20, Budget Information—Non-Construction Programs; and SF LLL, Disclosure of Lobbying Activities.

Abstract: This information collection is to implement the National Urban Search and Rescue System (US&R), by which DHS provides specialized lifesaving assistance during major disaster or emergency. US&R operational activities include locating, extricating and providing on-site medical treatment to victims trapped in

collapsed structures, weapons of mass destruction events, and when assigned, incident command or coordination of other operational activities. In order to implement the US&R program DHS must collect certain types of information, including grant applications, budget and budget narrative, financial status reports, assurances and certifications, performance information, and requests for advances or reimbursement on forms approved by OMB under Control Number 1660-0025.

Affected Public: State, local and Indian tribal governments.

Estimated Total Annual Burden Hours: 803 hours. A breakdown of the burden follows:

DHS forms	No. of responders (A)	Frequency of response (B)	Hours per response and record-keeping (C)	Annual burden hours (A × B × C)
The following forms were approved under 1660-0025:				
SF-424 Application for Federal Assistance	28	1	1 hour	28 hours.
DHS Form 20-10 Financial Status Report	28	1	1 hour	28 hours.
DHS Forms 20-16, 20-16A, 20-16C, Summary Sheet for Assurances and Certifications.	28	1	30 minutes	14 hours.
SF LLL, Disclosure of Lobbying Activities	28	1	10 minutes	5 hours.
DHS Form 20-20, Budget Information Non-Construction Programs and Budget Narrative.	28	2	9 hours	504 hours.
SF 270, Request for Advance or Reimbursement	28	2	4 hours	224 hours.
Subtotal		224	.....	803 hours.

OMB Number: New.

Abstract: In order to implement the US&R program, DHS must collect certain types of information not included in OMB Control Number

1660-0025, including memoranda of agreement, program narrative statements, grant awards, progress reports, extension or change requests, closeout information and audits.

Affected Public: State, local and Indian tribal governments.

Estimated Total Annual Burden Hours: 1181 hours. A breakdown of the burden follows:

DHS forms	No. of responders (A)	Frequency of response (B)	Hours per response and recordkeeping (C)	Annual burden hours (A × B × C)
The following are new collections:				
Narrative Statement	28	2	4 hours	224 hours.
Progress Reports	28	2	2 hours	112 hours.
Extension or Change Requests	5	1	1 hour	5 hours.
Audits of States, Local Governments, and Non-Profit Organizations.	28	1	30 hours	840 hours.
Memoranda of Agreement	28	1	(¹)	8
Subtotal		145	.....	1181 hours.
Total hours		369	.....	1984 hours.

¹ After we publish the final rule, we will prepare a standardized, streamlined memorandum of agreement in consultation with the National US&R Response System Advisory Committee and its Legal Issues Working Group. When completed, we will make a second Paperwork Reduction Act submission to OMB.

Estimated Times and Costs: The approximate annual salary of State and local staff who will complete the forms is \$35,000. The approximate hourly rate of pay is \$18.90 (\$35,000 divided by 1850 hours). The total cost to grantees is estimated to be \$37,498.

The cost to DHS is largely personnel salary costs to review and analyze the information collected on these forms—for all DHS grant programs, not just US&R grants, which is a significant portion of grants management annual work. We estimate that for the US&R program, DHS Headquarters would

expend approximately 672 hours on analysis, or an average of 24 hours per program. We estimate the cost to DHS to be \$14,112 (672 hours times \$21 per hour of staff work). Printing costs are minimal because the forms are available in electronic format.

The total annual estimated time and costs are 1984 hours and \$37,498 cost to applicants and \$14,112 cost to DHS. This calculation is based on the number of burden hours for each type of information collection/form, as indicated above, and the estimated wage rates for those individuals responsible for collecting the information or completing the forms. The new collection is required for sound grants management and compliance with OMB Circulars and DHS regulations.

FOR FURTHER INFORMATION CONTACT:

Contact Michael Tamillow, Emergency Preparedness and Response Directorate, Department of Homeland Security, 500 C Street, SW., Washington, DC 20472, telephone (202) 646-2549, facsimile (202) 646-4684, or e-mail mike.tamillow@dhs.gov for additional information. You may contact Muriel B. Anderson for copies of the proposed collection of information at (202) 646-2625 or (facsimile) (202) 646-3347, or e-mail informationcollections@dhs.gov.

Executive Order 13132 Federalism—Federalism Summary Impact Statement

Executive Order 13132 requires DHS to develop a process to ensure “meaningful and timely input by State and local officials in the development of regulatory policies that have federalism implications.” Such policies are defined in the Executive Order to include rules that have “substantial direct effects on the States, on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government.”

We have analyzed this interim rule in accordance with the principles and criteria in the Executive Order and has determined that this interim rule would not have a substantial direct effect on the States, on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government. The rule imposes no mandates on State or local governments; participation in the National US&R Response System is strictly voluntary. Moreover, one of the most significant objectives of this program is to build State and local US&R capability. The US&R program recognizes the primary role of State and local governments in responding to disasters and emergencies. Equipment and supplies purchased with Federal funds may be used to respond to in-state disasters and emergencies. The teams may only be deployed across State lines when released by their home State. The assistance these teams provide, like

other assistance under the Stafford Act, is only furnished when disaster or emergency needs exceed the combined State and local capabilities and the Governor requests the assistance. Therefore, we certify that this interim rule does not have federalism implications as defined in Executive Order 13132.

While this interim rule does not have federalism implications, this rule has been developed through a collaborative process with representatives of State and local governments. As noted above, the Legal Issues Working Group, a subgroup of the National US&R Response System Advisory Committee, developed the original draft of these regulations. The National US&R Response System presented a draft to DHS. The Legal Issues Working Group and the National US&R Response System Advisory Committee both comprised Federal, State and Local Government officials, as well as representatives of labor organizations, some of whose members serve on the US&R Task Forces.

Congressional Review of Agency Rulemaking

We have sent this final rule to the Congress and to the General Accounting Office under the Congressional Review of Agency Rulemaking Act, Pub. L. 104-121. The rule is not a “major rule” within the meaning of that Act. It standardizes the financing, administration and operation of the National Urban Search and Rescue Response System, a cooperative effort of the Department of Homeland Security, participating State emergency management agencies and local public safety agencies across the country.

The rule will not result in a major increase in costs or prices for consumers, individual industries, Federal, State, or local government agencies, or geographic regions. It will not have “significant adverse effects” on competition, employment, investment, productivity, innovation, or on the ability of United States-based enterprises to compete with foreign-based enterprises. This rule is subject to the information collection requirements of the Paperwork Reduction Act and OMB has assigned Control No. 1660-0025. The rule is not an unfunded Federal mandate within the meaning of the Unfunded Mandates Reform Act of 1995, Pub. L. 104-4, and any enforceable duties that we impose are a condition of Federal assistance or a duty arising from participation in a voluntary Federal program.

List of Subjects in 44 CFR Part 208

Disaster assistance, Grant programs.
 ■ Accordingly, we add part 208 to title 44, chapter I of the Code of Federal Regulations, as follows:

PART 208—NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

Subpart A—General

- Sec.
- 208.1 Purpose and scope of this part.
- 208.2 Definitions of terms used in this part.
- 208.3 Authority for the National US&R Response System.
- 208.4 Purpose for System.
- 208.5 Authority of the Director of the Response Division (Director).
- 208.6 System resource reports.
- 208.7 Enforcement.
- 208.8 Code of conduct.
- 208.9 Agreements between Sponsoring Agencies and Participating Agencies.
- 208.10 Other regulations.
- 208.11 Federal status of System Members.
- 208.12 Maximum Pay Rate Table.
- 208.13–208.20 [Reserved]

Subpart B—Preparedness Cooperative Agreements

- 208.21 Purpose.
- 208.22 Preparedness Cooperative Agreement process.
- 208.23 Allowable costs under Preparedness Cooperative Agreements.
- 208.24 Purchase and maintenance of items not listed on Equipment Cache List.
- 208.25 Obsolete equipment.
- 208.26 Accountability for use of funds.
- 208.27 Title to equipment.
- 208.28–208.30 [Reserved].

Subpart C—Response Cooperative Agreements

- 208.31 Purpose.
- 208.32 Definitions of terms used in this subpart.
- 208.33 Allowable costs.
- 208.34 Agreements between Sponsoring Agencies and others.
- 208.35 Reimbursement for Advisory.
- 208.36 Reimbursement for Alert.
- 208.37 Reimbursement for equipment and supply costs incurred during Activation.
- 208.38 Reimbursement for re-supply and logistics costs incurred during Activation.
- 208.39 Reimbursement for personnel costs incurred during Activation.
- 208.40 Reimbursement of fringe benefit costs during Activation.
- 208.41 Administrative allowance.
- 208.42 Reimbursement for other administrative costs.
- 208.43 Rehabilitation.
- 208.44 Reimbursement for other costs.
- 208.45 Advance of funds.
- 208.46 Title to equipment.
- 208.47–208.50 [Reserved]

Subpart D—Reimbursement Claims and Appeals

- 208.51 General.
- 208.52 Reimbursement procedures.

- 208.53–208.59 [Reserved]
 208.60 Determination of claims.
 208.61 Payment of claims.
 208.62 Appeals.
 208.63 Request by DHS for supplemental information.
 208.64 Administrative and audit requirements.
 208.65 Mode of transmission.
 208.66 Reopening of claims for retrospective or retroactive adjustment of costs.
 208.67–208.70 [Reserved]

Authority: Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 through 5206; Reorganization Plan No. 3 of 1978, 43 FR 41943, 3 CFR, 1978 Comp., p. 329; Homeland Security Act of 2002, 6 U.S.C. 101; E.O. 12127, 44 FR 19367, 3 CFR, 1979 Comp., p. 376; E.O. 12148, 44 FR 43239, 3 CFR, 1979 Comp., p. 412; E.O. 13286, 68 FR 10619, 3 CFR, 2003 Comp., p. 166.

Subpart A—General

§ 208.1 Purpose and scope of this part.

(a) *Purpose.* The purpose of this part is to prescribe policies and procedures pertaining to the Department of Homeland Security's (DHS) National Urban Search and Rescue Response System.

(b) *Scope.* This part applies to Sponsoring Agencies and other participants in the National Urban Search and Rescue Response System that have executed agreements governed by this part. Part 206 of this chapter does not apply to activities undertaken under this part, except as provided in §§ 208.5 and 208.10 of this part. This part does not apply to reimbursement under part 206, subpart H, of this chapter.

§ 208.2 Definitions of terms used in this part.

(a) *General.* Any capitalized word in this part is a defined term unless such capitalization results from the application of standard capitalization or style rules for Federal regulations. The following definitions have general applicability throughout this part:

Activated or *Activation* means the status of a System resource placed at the direction, control and funding of DHS in response to, or in anticipation of, a presidential declaration of a major disaster or emergency under the Stafford Act.

Activation Order means the DHS communication placing a System resource under the direction, control, and funding of DHS.

Advisory means a DHS communication to System resources indicating that an event has occurred or DHS anticipates will occur that may require Alert or Activation of System resources.

Alert means the status of a System resource's readiness when triggered by an Alert Order indicating that DHS may Activate the System resource.

Alert Order means the DHS communication that places a System resource on Alert status.

Assistance Officer means the DHS employee who has legal authority to bind DHS by awarding and amending Cooperative Agreements.

Backfill means the personnel practice of temporarily replacing a person in his or her usual position with another person.

Cooperating Agency means a State or Local Government that has executed a Cooperative Agreement to provide Technical Specialists.

Cooperative Agreement means a legal instrument between DHS and a Sponsoring Agency or Cooperating Agency that provides funds to accomplish a public purpose and anticipates substantial Federal involvement during the performance of the contemplated activity.

Daily Cost Estimate means a Sponsoring Agency's estimate of Task Force personnel compensation, itemized fringe benefit rates and amounts including calculations, and Backfill expenditures for a 24-hour period of Activation.

Deputy Director means the Deputy Director of the Response Division, Emergency Preparedness and Response Directorate, Department of Homeland Security, or other person that the Director designates.

DHS means the Department of Homeland Security.

Director means the Director of the Response Division, Emergency Preparedness and Response Directorate, DHS.

Disaster Search Canine Team means a disaster search canine and handler who have successfully completed the written examination and demonstrated the performance skills required by the Disaster Search Canine Readiness Evaluation Process. A disaster search canine is a dog that has successfully completed the DHS Disaster Search Canine Readiness Evaluation criteria for Type II or both Type II and Type I.

Emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Equipment Cache List means the DHS-issued list that defines:

(1) The equipment and supplies that US&R will furnish to Sponsoring Agencies; and

(2) The maximum quantities and types of equipment and supplies that a Sponsoring Agency may purchase and maintain with DHS funds.

Federal Excess Property means any Federal personal property under the control of a Federal agency that the agency head or a designee determines is not required for its needs or for the discharge of its responsibilities.

Federal Response Plan means the signed agreement among various Federal departments and agencies that provides a mechanism for coordinating delivery of Federal assistance and resources to augment efforts of State and Local Governments overwhelmed by a Major Disaster or Emergency, supports implementation of the Stafford Act, as well as individual agency statutory authorities, and supplements other Federal emergency operations plans developed to address specific hazards.

Joint Management Team or *JMT* means a multi-disciplinary group of National Disaster Medical System (NDMS), Urban Search and Rescue (US&R), and other specialists combined to provide operations, planning, logistics, finance and administrative support for US&R and NDMS resources, and to provide technical advice and assistance to States and Local Governments.

Local Government means any county, city, village, town, district, or other political subdivision of any State; any federally recognized Indian tribe or authorized tribal organization; and any Alaska Native village or organization.

Major Disaster means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or regardless of cause, any fire, flood, or explosion, in any part of the United States, that in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of States, Local Governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Memorandum of Agreement (MOA) means the document signed by DHS, a Sponsoring Agency and its State that describes the relationship of the parties with respect to the National Urban Search & Rescue Response System.

Participating Agency means a State or Local Government, non-profit organization, or private organization

that has executed an agreement with a Sponsoring Agency to participate in the National US&R Response System.

Personnel Rehabilitation Period means the period allowed by DHS for a person's rehabilitation to normal conditions of living following an Activation.

Preparedness Cooperative Agreement means the agreement between DHS and a Sponsoring Agency for reimbursement of allowable expenditures incurred by the Sponsoring Agency to develop and maintain System capabilities and operational readiness.

Program Directive means guidance and direction for action to ensure consistency and standardization across the National US&R Response System.

Program Manager means the individual, or his or her designee, within DHS who is responsible for day-to-day administration of the National US&R Response System.

Program Office means the organizational entity within DHS that is responsible for day-to-day administration of the National US&R Response System.

Response Cooperative Agreement means an agreement between DHS and a Sponsoring Agency for reimbursement of allowable expenditures incurred by the Sponsoring Agency as a result of an Alert or Activation.

Sponsoring Agency means a State or Local Government that has executed an MOA with DHS to organize and administer a Task Force.

Stafford Act means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 through 5206.

State means any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Federated States of Micronesia or the Republic of the Marshall Islands.

Support Specialist means a person participating in the System who assists the Task Force with administrative or other support during mobilization, ground transportation and demobilization as directed.

System or National US&R Response System means the national US&R response capability administered by DHS.

System Member means any Task Force Member, JMT Member, Technical Specialist, Support Specialist or Disaster Search Canine Team.

Task Force means an integrated US&R organization of multi-disciplinary resources with common communications and a leader, organized

and administered by a Sponsoring Agency and meeting DHS standards.

Task Force Member means a person occupying a position on a Task Force.

Technical Specialist means a person participating in the System contributing technical knowledge and skill who may be placed on Alert or Activated as a single resource and not as a part of a JMT or a Task Force.

US&R means urban search and rescue, the process of searching for, extricating, and providing for the immediate medical stabilization of victims who are entrapped in collapsed structures.

(b) *Additional definitions.* Definitions for certain terms that apply only to individual subparts of this part are located in those subparts.

§ 208.3 Authority for the National US&R Response System.

(a) *Enabling legislation.* The Federal Emergency Management Agency established and operated the System under the authority of §§ 303, 306(a), 306(b), 403(a)(3)(B) and 621(c) of the Stafford Act, 42 U.S.C. 5144, 5149(a), 5149(b), 5170b(a)(3)(B) and 5197(c), respectively. Section 503 of the Homeland Security Act of 2002, 6 U.S.C. 313, transferred the functions of the Director of FEMA to the Secretary of Homeland Security. The President redelegated to the Secretary of Homeland Security in Executive Order 13286 those authorities of the President under the Stafford Act that had been delegated previously to the Director of FEMA under Executive Order 12148.

(b) *Implementing plan.* The National Response Plan identifies DHS as the primary Federal agency with responsibility for Emergency Support Function 9, Urban Search and Rescue.

§ 208.4 Purpose for System.

It is DHS policy to develop and provide a national system of standardized US&R resources to respond to Emergencies and Major Disasters that are beyond the capabilities of affected State and Local Governments.

§ 208.5 Authority of the Director of the Response Division (Director).

(a) *Participation in activities of the System.* The Director is responsible for determining participation in the System and any activity thereof, including but not limited to whether a System resource is operationally ready for Activation.

(b) *Standards for and measurement of System efficiency and effectiveness.* In addition to the authority provided in § 206.13 of this chapter, the Director may establish performance standards

and assess the efficiency and effectiveness of System resources.

§ 208.6 System resource reports.

(a) *Reports to Director.* The Director may request reports from any System resource relating to its activities as part of the System.

(b) *Reports to FEMA Regional Directors.* Any FEMA Regional Director may request through the Director reports from any System resource used within or based within the Regional Director's jurisdiction.

(c) *Audits, investigations, studies and evaluations.* DHS and the General Accounting Office may conduct audits, investigations, studies, and evaluations as necessary. Sponsoring Agencies, Participating Agencies and System Members are expected to cooperate fully in such audits, investigations, studies and evaluations.

§ 208.7 Enforcement.

(a) *Remedies for noncompliance.* In accordance with the provisions of 44 CFR 13.43, if a Sponsoring Agency, Participating Agency, Affiliated Personnel or other System Member materially fails to comply with a term of a Cooperative Agreement, Memorandum of Agreement, System directive or other Program Directive, the Director may take one or more of the actions provided in 44 CFR 13.43(a)(1) through (5). Any such enforcement action taken by the Director will be subject to the hearings, appeals, and effects of suspension and termination provisions of 44 CFR 13.43(b) and (c).

(b) The enforcement remedies identified in this section, including suspension and termination, do not preclude a Sponsoring Agency, Participating Agency, Affiliated Personnel or other System Member from being subject to "Debarment and Suspension" under E.O. 12549, as amended, in accordance with 44 CFR 13.43(d).

(c) *Other authority for sanctions.* Nothing in this section limits or precludes the application of other authority to impose civil or criminal sanctions, including 42 U.S.C. 5156.

§ 208.8 Code of conduct.

The Director will develop and implement a code of conduct for System Members acting under DHS's direction and control. Nothing in this section or the DHS code of conduct will limit the authority of a Sponsoring Agency, Participating Agency or Cooperating Agency to apply its own code of conduct to its System Members or employees. If the DHS code is more restrictive, it controls.

§ 208.9 Agreements between Sponsoring Agencies and Participating Agencies.

Every agreement between a Sponsoring Agency and a Participating Agency regarding the System must include a provision making this part applicable to the Participating Agency and its employees who engage in System activities.

§ 208.10 Other regulations.

The following provisions of title 44 CFR, Chapter I also apply to the program in this part:

(a) Section 206.9, which deals with the non-liability of DHS in certain circumstances.

(b) Section 206.11, which prescribes nondiscrimination in the provision of disaster assistance.

(c) Section 206.14, which deals with criminal and civil penalties.

(d) Section 206.15, which permits recovery of assistance by DHS.

§ 208.11 Federal status of System Members.

The Director will appoint all Activated System Members as temporary excepted Federal volunteers. The Director may appoint a System Member who participates in Alert activities as such a Federal volunteer. The Director may also appoint each System Member who participates in DHS-sanctioned preparedness activities as a temporary excepted Federal volunteer. DHS intends these appointments to secure protection for such volunteers under the Federal Employees Compensation Act and the Federal Tort Claims Act and do not intend to interfere with any preexisting employment relationship between a System Member and a Sponsoring Agency, Cooperating Agency or Participating Agency. System Members whom DHS appoints as temporary excepted Federal volunteers will not receive any compensation or employee benefit directly from the United States of America for their service, but will be compensated through their Sponsoring Agency.

§ 208.12 Maximum Pay Rate Table.

(a) *Purpose.* This section establishes the process for creating and updating the Maximum Pay Rate Table (Table), and the Table's use to reimburse Affiliated Personnel (Task Force Physicians, Task Force Engineers, and Canine Handlers) and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency. Section 208.32 defines the "Maximum Pay Rate Table" as "the DHS-issued table that identifies the maximum pay rates for

selected System positions that may be used for reimbursement of Affiliated Personnel compensation and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency." In that same section, the term "Affiliated Personnel" is defined as "individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers."

(b) *Scope of this section.* (1) The Maximum Pay Rate Table applies to those individuals who are not normally employed by a Sponsoring Agency or Participating Agency, or whose affiliation with a Sponsoring Agency or Participating Agency is as a volunteer; that is, an individual whom the Sponsoring Agency or Participating Agency does not normally compensate in any way, at any rate.

(2) The Table also applies to Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency.

(c) *Method for determining maximum pay rates.* (1) DHS uses the United States Office of Personnel Management's salary rates, computed under 5 U.S.C. 5504, as the basis for the maximum pay rate schedule. DHS considers System members' experience and sets maximum pay rates at the maximum grade, middle step for each position, which demonstrates an experience level of five years.

(2) The Office of Personnel Management (OPM) publishes salary and locality pay schedules each calendar year.

(i) *Physicians.* DHS uses the latest Special Salary Rate Table Number 0290 for Medical Officers (Clinical) Worldwide for physicians. The rates used in the initial Table can be found at <http://www.opm.gov/oca/03tables/SSR/HTML/0290.asp>.

(ii) *Engineers and Canine Handlers.* DHS uses the latest General Schedule pay scale for both positions. Both specialties are compared to the General Schedule pay scale to ensure parity with like specialties on a task force (canine handlers are equated with rescue specialists). The rates used in the initial Table can be found at <http://www.opm.gov/oca/03tables/html/gs.asp>.

(iii) *Locality Pay.* To determine adjustments for locality pay DHS uses the latest locality pay areas (including the "Rest of U.S." area) established by OPM. The rates used in the initial Table can be found at <http://www.opm.gov/oca/03tables/locdef.asp>.

(3) *Review and update.* DHS will review and update the Table periodically, at least annually. The comments of Sponsoring and Participating Agencies and their experience with the Table will be considered and evaluated in the course of the reviews.

(4) *Initial rates and subsequent revisions.* DHS will publish the initial maximum pay rate table in the **Federal Register** as a notice with request for comments. Subsequent revisions will be made to the pay rate table as OPM changes salary rates as described in this section. When subsequent revisions are made to the maximum pay rate table DHS will publish the new maximum pay rate table in the **Federal Register**. The rates will be effective for the latest year indicated by OPM.¹

(d) *Application of the maximum pay rate table—(1) Applicability.* The Maximum Pay Rate Table sets forth maximum rates for which DHS will reimburse the Sponsoring Agency for compensation paid to Activated Affiliated Personnel and as Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency.

(2) *Higher rates.* The Sponsoring Agency may choose to pay Affiliated Personnel at a higher rate, but DHS will not reimburse the increment above the maximum rate specified in the Maximum Pay Rate Table. Likewise, the Sponsoring Agency may choose to enter into a Participating Agency agreement with the individual's employer, rather than use the individual as an Affiliated Personnel, in which case the Maximum Pay Rate Table would not apply.

(3) *Compensation for Sponsoring Agency employees serving as Affiliated Personnel.* An employee of a Sponsoring Agency serving on a Task Force in a capacity other than his or her normal job, e.g., a fire department dispatcher affiliated with the Task Force as a canine search specialist, as an Affiliated Personnel, would not necessarily be subject to the Maximum Pay Rate Table for reimbursement for salary and benefits for that individual. However, Sponsoring Agencies may use the rates in the Maximum Pay Rate Table as a guide for establishing compensation levels for such individuals.

(4) *Backfill expenses for Affiliated Personnel under § 208.39(g).* (i) The only way that DHS can reimburse for Backfill costs incurred for Affiliated Personnel is through Participating

¹ In some years the latest year may not be the current calendar year. For instance, OPM did not change its pay rates for calendar year 2004, and the 2003 schedules apply.

Agencies. If reimbursement for Backfill expenses is needed for Affiliated Personnel, DHS encourages them to urge their employers or professional association to seek Participating Agency status.

(ii) *Private, for-profit organizations.* Participating Agency status is available to private, for-profit organizations, e.g., HMOs or medical or engineering professional associations, under the revised definition of "Participating Agency" set forth in this Interim rule. (See Definitions, § 208.2, *Participating Agency*, and § 208.32, *Maximum Pay Rate Table*). When a for-profit Participating Agency must backfill an Activated System Member's position we will compensate that Participating Agency up to the maximum rate provided in the Table.

(iii) *Compensation costs.* DHS will reimburse for-profit organizations, for purposes of reimbursement and Backfill, for the System Member's actual compensation or the actual compensation of the individual who Backfills a position (which includes salary and benefits, as described in §§ 208.39 and 208.40), but will not reimburse for billable or other rates that might be charged for services rendered to commercial clients or patients.

§§ 208.13—208.20 [Reserved]

Subpart B—Preparedness Cooperative Agreements

§ 208.21 Purpose.

Subpart B of this part provides guidance on the administration of Preparedness Cooperative Agreements.

§ 208.22 Preparedness Cooperative Agreement process.

(a) *Application.* To obtain DHS funding for an award or amendment of a Preparedness Cooperative Agreement, the Sponsoring Agency must submit an application. Standard form SF-424 "Application for Federal Assistance" generally will be used. However, the application must be in a form that the Assistance Officer specifies.

(b) *Award.* DHS will award a Preparedness Cooperative Agreement to each Sponsoring Agency to provide Federal funding to develop and maintain System resource capabilities and operational readiness. For the purposes of the Preparedness Cooperative Agreement, the Sponsoring Agency will be considered the "recipient."

(c) *Amendment—(1) Procedure.* Absent special circumstances, DHS will fund and amend Preparedness Cooperative Agreements on an annual basis. Before amendment, the Assistance

Officer will issue a call for Cooperative Agreement amendment applications. The Assistance Officer will specify required application forms and supporting documentation to be submitted with the application.

(2) *Period of performance.* Absent special circumstances, the period of performance for Preparedness Cooperative Agreements will be 1 year from the date of award. The Assistance Officer may allow for an alternate period of performance with the approval of the Director.

(3) *Assistance Officer.* The Assistance Officer is the only individual authorized to award or modify a Preparedness Cooperative Agreement.

(d) *Award amounts.* The Director will determine award amounts on an annual basis. A Task Force is eligible for an annual award only if the Program Manager receives and approves the Task Force's current-year Daily Cost Estimate.

(e) *DHS priorities.* The Director will establish overall priorities for the use of Preparedness Cooperative Agreement funds taking into consideration the results of readiness evaluations and actual Activations, overall priorities of DHS, and other factors, as appropriate.

(f) *Cost sharing.* The Director may subject Preparedness Cooperative Agreement awards to cost sharing provisions. In the call for Preparedness Cooperative Agreement amendment applications, the Assistance Officer must inform Sponsoring Agencies about any cost sharing obligations.

(g) *Sponsoring Agency priorities.* The Sponsoring Agency should indicate its spending priorities in the application. The Program Manager will review these priorities and will make recommendations to the Assistance Officer for negotiating the final agreement.

(h) *Responsibility to maintain integrity of the equipment cache.* The Sponsoring Agency is responsible to maintain the integrity of the equipment cache, including but not limited to, maintenance of the cache, replacement of equipment or supplies expended in training, activations, or local use of the cache, and timely availability of the cache for Task Force Activations.

§ 208.23 Allowable costs under Preparedness Cooperative Agreements.

System Members may spend Federal funds that DHS provides under any Preparedness Cooperative Agreement and any required matching funds under 44 CFR 13.22 and this section to pay reasonable, allowable, necessary and allocable costs that directly support System activities, including the following:

(a) Administration, including:

(1) Management and administration of day-to-day System activities such as personnel compensation and benefits relating to System maintenance and development, record keeping, inventory of equipment, and correspondence;

(2) Travel to and from System activities, meetings, conferences, training, drills and exercises;

(3) Tests and examinations, including vaccinations, immunizations and other tests that are not normally required or provided in the course of a System Member's employment, and that DHS requires to meet its standards.

(b) Training:

(1) Development and delivery of, and participation in, System-related training courses, exercises, and drills;

(2) Construction, maintenance, lease or purchase of System-related training facilities or materials;

(3) Personnel compensation expenses, including overtime and other related expenses associated with System-related training, exercises, or drills;

(4) System-required evaluations and certifications other than the certifications that DHS requires System Members to possess at the time of entry into the System. For instance, DHS will not pay for a medical school degree, paramedic certification or recertification, civil engineering license, etc.

(c) Equipment:

(1) Procurement of equipment and supplies specifically identified on the then-current DHS-approved Equipment Cache List;

(2) Maintenance and repair of equipment included on the current Equipment Cache List;

(3) Maintenance and repair of equipment acquired with DHS approval through the Federal Excess Property program, except as provided in § 208.25 of this part;

(4) Purchase, construction, maintenance or lease of storage facilities and associated equipment for System equipment and supplies.

(d) Disaster search canine expenses limited to:

(1) Procurement for use as a System resource;

(2) Training and certification expenses;

(3) Veterinary care.

(e) Management and administrative costs, actually incurred but not otherwise specified in this section that directly support the Sponsoring Agency's US&R capability, provided that such costs do not exceed 7.5 percent of the award/amendment amount.

§ 208.24 Purchase and maintenance of items not listed on Equipment Cache List.

(a) Requests for purchase or maintenance of equipment and supplies not appearing on the Equipment Cache List, or that exceed the number specified in the Equipment Cache List, must be made in writing to the Program Manager. No Federal funds provided under any Preparedness Cooperative Agreement may be expended to purchase or maintain any equipment or supply item unless:

- (1) The equipment and supplies directly support the Sponsoring Agency's US&R capability;
 - (2) The Program Manager approves the expenditure and gives written notice of his or her approval to the Sponsoring Agency before the Sponsoring Agency purchases the equipment or supply item.
- (b) Maintenance of items approved for purchase under this section is eligible for reimbursement, except as provided in § 208.26 of this subpart.

§ 208.25 Obsolete equipment.

(a) The Director will periodically identify obsolete items on the Equipment Cache List and provide such information to Sponsoring Agencies.

(b) Neither funds that DHS provides nor matching funds required under a Preparedness Cooperative Agreement may be used to maintain or repair items that DHS has identified as obsolete.

§ 208.26 Accountability for use of funds.

The Sponsoring Agency is accountable for the use of funds as provided under the Preparedness Cooperative Agreement, including financial reporting and retention and access requirements according to 44 CFR 13.41 and 13.42.

§ 208.27 Title to equipment.

Title to equipment purchased by a Sponsoring Agency with funds provided under a DHS Preparedness Cooperative Agreement vests in the Sponsoring Agency, provided that DHS reserves the right to transfer title to the Federal Government or a third party that DHS may name, under 44 CFR 13.32(g), for example, when a Sponsoring Agency indicates or demonstrates that it cannot fulfill its obligations under the Memorandum of Agreement.

§§ 208.28–208.30 [Reserved]**Subpart C—Response Cooperative Agreements****§ 208.31 Purpose.**

Subpart C of this part provides guidance on the administration of Response Cooperative Agreements.

§ 208.32 Definitions of terms used in this subpart.

Affiliated Personnel means individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers.

Demobilization Order means a DHS communication that terminates an Alert or Activation and identifies cost and time allowances for rehabilitation.

Exempt means any System Member who is exempt from the requirements of the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.*, pertaining to overtime compensation and other labor standards.

Maximum Pay Rate Table means the DHS-issued table that identifies the maximum pay rates for selected System positions that may be used for reimbursement of Affiliated Personnel compensation and Backfill for Activated System Members employed by or otherwise associated with a for-profit Participating Agency. The Maximum Pay Rate Table does not apply to a System member whom a Sponsoring Agency or Participating Agency employs.

Mobilization means the process of assembling equipment and personnel in response to an Alert or Activation.

Non-Exempt means any System Member who is covered by 29 U.S.C. 201 *et seq.*

Rehabilitation means the process of returning personnel and equipment to a pre-incident state of readiness after DHS terminates an Activation.

§ 208.33 Allowable costs.

(a) *Cost neutrality.* DHS policy is that an Alert or Activation should be as cost neutral as possible to Sponsoring Agencies and Participating Agencies. To make an Alert or Activation cost-neutral, DHS will reimburse under this subpart all reasonable, allowable, necessary and allocable costs that a Sponsoring Agency or Participating Agency incurs during the Alert or Activation.

(b) *Actual costs.* Notwithstanding any other provision of this chapter, DHS will not reimburse a Sponsoring Agency or Participating Agency for any costs greater than those that the Sponsoring Agency or Participating Agency actually incurs during an Alert, Activation.

(c) *Normal or predetermined practices.* Consistent with Office of Management and Budget (OMB) Circulars A–21, A–87, A–102 and A–110 (2 CFR part 215), as applicable, Sponsoring Agencies and Participating Agencies must adhere to their own normal and predetermined practices

and policies of general application when requesting reimbursement from DHS except as it sets out in this subpart.

(d) *Indirect costs.* Indirect costs beyond the administrative and management costs allowance established by § 208.41 of this part are not allowable.

§ 208.34 Agreements between Sponsoring Agencies and others.

Sponsoring Agencies are responsible for executing such agreements with Participating Agencies and Affiliated Personnel as may be necessary to implement the Sponsoring Agency's Response Cooperative Agreement with DHS. Those agreements must identify established hourly or daily rates of pay for System Members. The hourly or daily rates of pay for Affiliated Personnel must be in accordance with, and must not exceed, the maximum pay rates contained in the then-current Maximum Pay Rate Table.

§ 208.35 Reimbursement for Advisory.

DHS will not reimburse costs incurred during an Advisory.

§ 208.36 Reimbursement for Alert.

(a) *Allowable costs.* DHS will reimburse costs incurred during an Alert, up to the dollar limit specified in the Alert Order, for the following activities:

- (1) Personnel costs, including Backfill, incurred to prepare for Activation.
- (2) Transportation costs relating to hiring, leasing, or renting vehicles and drivers.
- (3) The administrative allowance provided in § 208.41 of this part.

(4) Food and beverages for Task Force Members and Support Specialists when DHS does not provide meals during the Alert. DHS will limit food and beverage reimbursement to the amount of the then-current Federal meals daily allowance published in the **Federal Register** for the locality where such food and beverages were provided, multiplied by the number of personnel who received them.

(b) *Calculation of Alert Order dollar limit.* The Alert Order dollar limit will equal:

- (1) An allowance of 10 percent of the Task Force's Daily Cost Estimate; and
- (2) A supplemental allowance of 1 percent of the Task Force's Daily Cost Estimate for each 24-hour period beyond the first 72 hours of Alert.

(c) *Non-allowable costs.* DHS will not reimburse costs incurred or relating to the leasing, hiring or chartering of aircraft or the purchase of any equipment, aircraft, or vehicles.

§ 208.37 Reimbursement for equipment and supply costs incurred during Activation.

(a) *Allowable costs.* DHS will reimburse costs incurred for the emergency procurement of equipment and supplies in the number, type, and up to the cost specified in the current approved Equipment Cache List, and up to the aggregate dollar limit specified in the Activation Order. The Director may determine emergency procurement dollar limits, taking into account previous Activation history, available funding, the extent and nature of the incident, and the current state of Task Force readiness.

(b) *Non-Allowable costs.* DHS will not reimburse costs incurred for items that are not listed on the Equipment Cache List; for items purchased greater than the cost or quantity identified in the Equipment Cache List; or for any purchase of non-expendable items that duplicate a previous purchase under a Preparedness or Response Cooperative Agreement.

§ 208.38 Reimbursement for re-supply and logistics costs incurred during Activation.

With the exception of emergency procurement authorized in the Activation Order, and replacement of consumable items provided for in § 208.43(a)(2) of this subpart, DHS will not reimburse costs incurred for re-supply and logistical support during Activation. Re-supply and logistical support of Task Forces needed during

Activation are the responsibility of the Joint Management Team.

§ 208.39 Reimbursement for personnel costs incurred during Activation.

(a) *Compensation.* DHS will reimburse the Sponsoring Agency for costs incurred for the compensation of each Activated System Member during Activation. Reimbursement of compensation costs for Activated Support Specialists will be limited to periods of time during which they were actively supporting the Activation or traveling to or from locations at which they were actively supporting the Activation. The provisions of § 208.40 of this part govern costs incurred for providing fringe benefits to System Members.

(b) *Public Safety Exemption not applicable.* DHS will reimburse Sponsoring Agencies for costs incurred by Non-Exempt System Members in accordance with 29 U.S.C. 207(a) of the Fair Labor Standards Act, without regard to the public safety exemption contained in 29 U.S.C. 207(k). In other words, DHS will reimburse Sponsoring Agencies on an overtime basis for any hours worked by Non-Exempt System Members greater than 40 hours during a regular workweek.

(c) *Tour of duty.* The tour of duty for all Activated System Members will be 24 hours. DHS will reimburse the Sponsoring Agency for salary and overtime costs incurred in

compensating System Members for meal periods and regularly scheduled sleep periods during Activation. Activated System Members are considered "on-duty" and must be available for immediate response at all times during Activation.

(d) *Regular rate.* The regular rate for purposes of calculating allowable salary and overtime costs is the amount determined in accordance with § 208.39(e)(1) through (3) of this subpart.

(e) *Procedures for calculating compensation during Activation.* A Sponsoring Agency or Participating Agency must:

(1) Convert the base hourly wage of any Non-Exempt System Member regularly paid under 29 U.S.C. 207(k) to its equivalent for a 40-hour work week;

(2) Convert the annual salary of any salaried Non-Exempt System Member to its hourly equivalent for a 40-hour workweek;

(3) Calculate the daily compensation of Exempt System Members based on their current annual salary, exclusive of fringe benefits;

(4) Calculate the total number of hours worked by each System Member to be included in the Sponsoring Agency's request for reimbursement; and

(5) Submit a request for reimbursement under § 208.52 of this part according to the following table:

If the Sponsoring Agency or Participating Agency * * *	And the Sponsoring Agency or Participating Agency * * *	Then the following compensation costs are allowable:
(i) Customarily and usually compensates Exempt System Members by paying a salary, but not overtime,	Does not customarily and usually grant compensatory time or other form of overtime substitute to Exempt System members.	The daily compensation equivalent calculated under § 208.39(e)(3) of this part for each Activated Exempt System Member for each full or partial day during Activation.
(ii) Customarily and usually compensates Exempt System Members by paying a salary but not overtime	Customarily and usually awards compensatory time or other overtime substitute for Exempt System Members for hours worked above a predetermined hours threshold (for example, the Sponsoring Agency customarily and usually grants compensatory time for all hours worked above 60 in a given week).	The daily compensation equivalent calculated under § 208.39(e)(3) of this part for each Activated Exempt System Member for each full or partial day during Activation AND the dollar value at the time of accrual of the compensatory time or other overtime substitute for each Activated Exempt System Member based on the duration of the Activation.
(iii) Customarily and usually compensates Exempt System Members by paying a salary and overtime,	Customarily and usually calculates overtime for Exempt System Members by paying a predetermined overtime payment for each hour worked above a predetermined hours threshold,.	The daily compensation equivalent calculated under § 208.39(e)(3) of this part for each Activated Exempt System Member for each full or partial day during Activation AND the predetermined overtime payment for each hour during the Activation above the previously determined hours threshold for each Activated Exempt System Member.
(iv) Customarily and usually compensates Non-Exempt System Members by paying overtime after 40 hours per week,	Does not customarily and usually grant compensatory time or other form of overtime substitute to Non-Exempt System members,.	For each seven-day period during the Activation, the hourly wage of each Activated Non-Exempt System Member for the first 40 hours AND the overtime payment for each Activated Non-Exempt System Member for every hour over 40.

If the Sponsoring Agency or Participating Agency * * *	And the Sponsoring Agency or Participating Agency * * *	Then the following compensation costs are allowable:
(v) Customarily and usually compensates Non-Exempt System Members according to a compensation plan established under 29 U.S.C. 207(k),	Does not customarily and usually grant compensatory time or other form of overtime substitute to Non-Exempt System Members,	For each seven-day period during the Activation, the hourly wage equivalent of each Activated Non-Exempt System Member calculated under §208.39(e)(1) of this part for the first 40 hours AND the overtime payment equivalent for each Activated Non-Exempt System Member calculated under §208.39(e)(1) of this part for every hour over 40.
(vi) Activates Personnel, who are customarily and usually paid an hourly wage according to the Maximum Pay Rate Table,	.....	For each seven-day period during the Affiliated Activation, the hourly wage for each Activated Affiliated Personnel for the first 40 hours and one and one-half times the hourly wage for each Activated Affiliated Personnel for every hour over 40.
(vii) Activates Affiliated Personnel who are customarily and usually paid a daily compensation rate according to the Maximum Pay Rate Table,	.....	The daily compensation rate for each Activated Affiliated Personnel for each full or partial day during the Activation.

(f) *Reimbursement of additional salary and overtime costs.* DHS will reimburse any identified additional salary and overtime cost incurred by a Sponsoring Agency as a result of the temporary conversion of a Non-Exempt System Member normally compensated under 29 U.S.C. 207(k) to a 40-hour work week under 29 U.S.C. 207(a).

(g) *Reimbursement for Backfill costs upon Activation.* DHS will reimburse the cost to Backfill System Members. Backfill costs consist of the expenses generated by filling the position in

which the Activated System Member should have been working. These costs are calculated by subtracting the non-overtime compensation, including fringe benefits, of Activated System Members from the total costs (non-overtime and overtime compensation, including fringe benefits) paid to Backfill the Activated System Members. Backfill reimbursement is available only for those positions that are normally Backfilled by the Sponsoring Agency or Participating Agency during Activation.

Employees exempt under the Fair Labor Standards Act (FLSA) not normally Backfilled by the Sponsoring Agency or Participating Agency are not eligible for Backfill during Activation.

§208.40 Reimbursement of fringe benefit costs during Activation.

(a) Except as specified in §208.40 (c) of this subpart, DHS will reimburse the Sponsoring Agency for fringe benefit costs incurred during Activation according to the following table:

If the Sponsoring Agency or Participating Agency * * *	Then the Sponsoring Agency or Participating Agency must * * *	Example
(1) Incurs a fringe benefit cost based on the number of base hours worked by a System Member,	Bill DHS for a pro-rata share of the premium based on the number of base hours worked during Activation.	The City Fire Department incurs a premium of 3 percent for dental coverage based on the number of base hours worked in a week (53 hours). The City should bill DHS an additional 3 percent of the firefighter's converted compensation for the first 40 hours Activation.
(2) Incurs a fringe benefit cost based on the number of hours a System Member actually worked (base hours and overtime),	Bill DHS for a pro-rata share of the premium based on the number of hours each System Member worked during Activation.	The City Fire Department pays a premium of 12 percent for retirement based on the number of hours worked by a firefighter. The City should bill DHS an additional 12 percent of the firefighter's total compensation during Activation.
(3) Incurs a fringe benefit cost on a yearly basis based on the number of people employed full-time during the year,	Bill DHS for a pro-rata share of those fringe benefit costs based on the number of non-overtime hours worked during Activation by System Members employed full time.	The City Fire Department pays workers compensation premiums into the City risk fund for the following year, based on the number of full-time firefighters employed during the current year. The City should bill DHS for workers compensation premium costs by multiplying the hourly fringe benefit rate or amount by the number of non-overtime hours worked during Activation by full time firefighters who are System Members.

(b) *Differential pay.* DHS will reimburse the Sponsoring Agency for direct costs incurred because of any separate differential compensation paid for work performed during an

Activation including, but not limited to, differentials paid for holidays, night work, hazardous duty, or other paid fringe benefits, provided such differentials are not otherwise

reimbursed under paragraph (a) of this section. A detailed explanation of the differential payment for which the Sponsoring Agency seeks reimbursement must accompany any

request for reimbursement under this section together with identification of every fringe benefit sought under § 208.40(a) of this part and the method used to calculate each such payment and the reimbursement sought from DHS.

(c) DHS will not reimburse the Sponsoring Agency for fringe benefit costs for Affiliated Personnel.

§ 208.41 Administrative allowance.

(a) The administrative allowance is intended to defray costs of the following activities, to the extent provided in paragraph (b) of this section:

(1) Collecting expenditure information from Sponsoring Agencies and Participating Agencies;

(2) Compiling and summarizing cost records and reimbursement claims;

(3) Duplicating cost records and reimbursement claims; and

(4) Submitting reimbursement claims, including mailing, transmittal, and related costs.

(b) The administrative allowance will be equal to the following:

(1) If total allowable costs are less than \$100,000, 3 percent of total allowable costs included in the reimbursement claim;

(2) If total allowable costs are \$100,000 or more but less than \$1,000,000, \$3,000 plus 2 percent of costs included in the reimbursement claim greater than \$100,000;

(3) If total allowable costs are \$1,000,000 or more, \$21,000 plus 1 percent of costs included in the reimbursement claim greater than \$1,000,000.

§ 208.42 Reimbursement for other administrative costs.

Costs incurred for conducting after-action meetings and preparing after-action reports must be billed as direct costs in accordance with DHS administrative policy.

§ 208.43 Rehabilitation.

DHS will reimburse costs incurred to return System equipment and personnel to a state of readiness following Activation as provided in this section.

(a) *Costs for Equipment Cache List items*—(1) *Non-consumable items.* DHS will reimburse costs incurred to repair or replace any non-consumable item on the Equipment Cache List that was lost, damaged, destroyed, or donated at DHS direction to another entity, during Activation. For each such item, the Sponsoring Agency must document, in writing, the circumstances of the loss, damage, destruction, or donation.

(2) *Consumable items.* DHS will reimburse costs incurred to replace any

consumable item on the Equipment Cache List that was consumed during Activation.

(3) *Personnel costs associated with equipment cache rehabilitation.* DHS will reimburse costs incurred for the compensation, including benefits, payable for actual time worked by each person engaged in rehabilitating the equipment cache following Activation, in accordance with the standard pay policy of the Sponsoring Agency or Participating Agency and without regard to the provisions of § 208.39(e)(1) of this part, up to the number of hours specified in the Demobilization Order. Fringe benefits are reimbursed under the provisions of § 208.40 of this part.

(b) *Costs for personnel rehabilitation.* DHS will reimburse costs incurred for the compensation, including benefits and Backfill, of each Activated System Member regularly scheduled to work during the rehabilitation period specified in the Demobilization Order, in accordance with the standard pay policy of the Sponsoring Agency or Participating Agency and without regard to the provisions of § 208.39(e)(1) of this part.

(c) *Other allowable costs*—(1) *Local transportation.* DHS will reimburse costs incurred for transporting Task Force Members from the point of assembly to the point of departure and from the point of return to the location where they are released from duty. DHS will also reimburse transportation costs incurred for assembling and moving the equipment cache from its usual place(s) of storage to the point of departure, and from the point of return to its usual place(s) of storage. Such reimbursement will include costs to return the means of transportation to its point of origin.

(2) *Ground transportation.* When DHS orders a Sponsoring Agency to move its Task Force Members and equipment cache by ground transportation, DHS will reimburse costs incurred for such transportation, including but not limited to charges for contract carriers, rented vehicles, contract vehicle operators, fleet vehicles, fuel and associated transportation expenses. The Director has authority to issue schedules of maximum hourly or per mile reimbursement rates for fleet and contract vehicles.

(3) *Food and beverages.* DHS will reimburse expenditures for food and beverages for Activated Task Force Members and Support Specialists when the Federal government does not provide meals during Activation. Reimbursement of food and beverage costs for Activated Support Specialists will be limited to periods of time during which they were actively supporting the

Activation or traveling to or from locations at which they were actively supporting the Activation. Food and beverage reimbursement will be limited to the amount of the then-current Federal meals and incidental expenses daily allowance published in the **Federal Register** for the locality where such food and beverages were provided, multiplied by the number of personnel who received the same.

§ 208.44 Reimbursement for other costs.

(a) Except as allowed under paragraph (b) of this section, DHS will not reimburse other costs incurred preceding, during or upon the conclusion of an Activation unless, before making the expenditure, the Sponsoring Agency has requested, in writing, permission for a specific expenditure and has received written permission from the Program Manager or his or her designee to make such expenditure.

(b) At the discretion of the Program Manager or his or her designee, a request for approval of costs presented after the costs were incurred must be in writing and establish that:

(1) The expenditure was essential to the Activation and was reasonable;

(2) Advance written approval by the Program Manager was not feasible; and

(3) Advance verbal approval by the Program Manager had been requested and was given.

§ 208.45 Advance of funds.

At the time of Activation of a Task Force, the Task Force will develop the documentation necessary to request an advance of funds be paid to such Task Force's Sponsoring Agency. Upon approval, DHS will submit the documentation to the Assistance Officer and will request an advance of funds up to 75 percent of the estimated personnel costs for the Activation. The estimated personnel costs will include the salaries, benefits, and Backfill costs for Task Force Members and an estimate of the salaries, benefits and Backfill costs required for equipment cache rehabilitation. The advance of funds will not include any costs for equipment purchase.

§ 208.46 Title to equipment.

Title to equipment purchased by a Sponsoring Agency with funds provided under a DHS Response Cooperative Agreement vests in the Sponsoring Agency, provided that DHS reserves the right to transfer title to the Federal Government or a third party that DHS may name, under 44 CFR 13.32(g), when a Sponsoring Agency indicates or demonstrates that it cannot fulfill its

obligations under the Memorandum of Agreement.

§§ 208.47–208.50 [Reserved]

Subpart D—Reimbursement Claims and Appeals

§ 208.51 General.

(a) *Purpose.* This subpart identifies the procedures that Sponsoring Agencies must use to request reimbursement from DHS for costs incurred under Response Cooperative Agreements.

(b) *Policy.* It is DHS policy to reimburse Sponsoring Agencies as expeditiously as possible consistent with Federal laws and regulations.

§ 208.52 Reimbursement procedures.

(a) *General.* A Sponsoring Agency must present a claim for reimbursement to DHS in such manner as the Director specifies.

(b) *Time for submission.* (1) Claims for reimbursement must be submitted within 90 days after the end of the Personnel Rehabilitation Period specified in the Demobilization Order.

(2) The Director may extend and specify the time limitation in paragraph (b)(1) of this section when the Sponsoring Agency justifies and requests the extension in writing.

§§ 208.53–208.59 [Reserved]

§ 208.60 Determination of claims.

When DHS receives a reviewable claim for reimbursement, DHS will review the claim to determine whether and to what extent reimbursement is allowable. Except as provided in § 208.63 of this part, DHS will complete its review and give written notice to the Sponsoring Agency of its determination within 90 days after the date DHS receives the claim. If DHS determines that any item of cost is not eligible for reimbursement, its notice of determination will specify the grounds on which DHS disallowed reimbursement.

§ 208.61 Payment of claims.

DHS will reimburse all allowable costs for which a Sponsoring Agency requests reimbursement within 30 days after DHS determines that reimbursement is allowable, in whole or in part, at any stage of the reimbursement and appeal processes identified in this subpart.

§ 208.62 Appeals.

(a) *Initial appeal.* The Sponsoring Agency may appeal to the Program

Manager any determination made under § 208.60 of this part to disallow reimbursement of an item of cost:

(1) The appeal must be in writing and submitted within 60 days after receipt of DHS's written notice of disallowance under § 208.60 of this part.

(2) The appeal must contain legal and factual justification for the Sponsoring Agency's contention that the cost is allowable.

(3) Within 90 days after DHS receives an appeal, the Program Manager will review the information submitted, make such additional investigations as necessary, make a determination on the appeal, and submit written notice of the determination of the appeal to the Sponsoring Agency.

(b) *Final appeal.* (1) If the Program Manager denies the initial appeal, in whole or in part, the Sponsoring Agency may submit a final appeal to the Deputy Director. The appeal must be made in writing and must be submitted not later than 60 days after receipt of written notice of DHS's determination of the initial appeal.

(2) Within 90 days following the receipt of a final appeal, the Deputy Director will render a determination and notify the Sponsoring Agency, in writing, of the final disposition of the appeal.

(c) *Failure to file timely appeal.* If the Sponsoring Agency does not file an appeal within the time periods specified in this section, DHS will deem that the Sponsoring Agency has waived its right to appeal any decision that could have been the subject of an appeal.

§ 208.63 Request by DHS for supplemental information.

(a) At any stage of the reimbursement and appeal processes identified in this subpart, DHS may request the Sponsoring Agency to provide supplemental information that DHS considers necessary to determine either a claim for reimbursement or an appeal. The Sponsoring Agency must exercise its best efforts to provide the supplemental information and must submit to DHS a written response that includes such supplemental information as the Sponsoring Agency is able to provide within 30 days after receiving DHS's request.

(b) If DHS makes a request for supplemental information at any stage of the reimbursement and appeal processes, the applicable time within which its determination of the claim or appeal is to be made will be extended by 30 days. However, without the

consent of the Sponsoring Agency, no more than one such time extension will be allowed for any stage of the reimbursement and appeal processes.

§ 208.64 Administrative and audit requirements.

(a) *Non-Federal audit.* For Sponsoring Agencies and States, requirements for non-Federal audit are contained in 44 CFR 13.26, in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

(b) *Federal audit.* DHS or the General Accounting Office may elect to conduct a Federal audit of any payment made to a Sponsoring Agency or State.

§ 208.65 Mode of transmission.

When sending all submissions, determinations, and requests for supplemental information under this subpart, all parties must use a means of delivery that permits both the sender and addressee to verify the dates of delivery.

§ 208.66 Reopening of claims for retrospective or retroactive adjustment of costs.

(a) Upon written request by the Sponsoring Agency DHS will reopen the time period for submission of a request for reimbursement after the Sponsoring Agency has submitted its request for reimbursement, if:

(1) The salary or wage rate applicable to the period of an Activation is retroactively changed due to the execution of a collective bargaining agreement, or due to the adoption of a generally applicable State or local law, ordinance or wage order or a cost-of-living adjustment;

(2) The Sponsoring Agency or any Participating Agency incurs an additional cost because of a legally-binding determination; or

(3) The Deputy Director determines that other extenuating circumstances existed that prevented the Sponsoring Agency from including the adjustment of costs in its original submission.

(c) The Sponsoring Agency must notify DHS as early as practicable that it anticipates such a request.

§§ 208.67–208.70 [Reserved]

Dated: February 3, 2005.

Michael D. Brown,

Under Secretary, Emergency Preparedness and Response, Department of Homeland Security.

[FR Doc. 05-3192 Filed 2-23-05; 8:45 am]

BILLING CODE 9110-69-P



STATE OF NEW JERSEY OFFICE OF
EMERGENCY MANAGEMENT
NEW JERSEY TASK FORCE ONE
URBAN SEARCH AND RESCUE
Joint Base McGuire-Dix-Lakehurst
Building #118, County Route #547
Lakehurst, New Jersey 08733
Office (732) 657-7001 Fax (732) 657-7015

PARTICIPATING AGENCY

APPENDIX E – COMPENSATION

DATE –

PARTICIPATING AGENCY NAME –
MAILING ADDRESS –

PHONE NUMBER –
CONTACT PERSON -

TASK FORCE MEMBERS NAME	
HOURLY PAY RATE	
OVERTIME PAY RATE	

TASK FORCE MEMBERS NAME	
HOURLY PAY RATE	
OVERTIME PAY RATE	

TASK FORCE MEMBERS NAME	
HOURLY PAY RATE	
OVERTIME PAY RATE	

TASK FORCE MEMBERS NAME	
HOURLY PAY RATE	
OVERTIME PAY RATE	



STATE OF NEW JERSEY OFFICE OF
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Lakehurst, New Jersey 08733
Office (732) 657-7001 Fax (732) 657-7015

PARTICIPATING AGENCY

APPENDIX C – POINT OF CONTACT

DATE - 8/27/16

PARTICIPATING AGENCY NAME – Hoboken Fire Department

CONTACT PERSON – Chief Anton Peskens

STREET ADDRESS – 201 Jefferson St,
CITY, STATE, ZIP CODE - Hoboken, NJ 07030

OFFICE PHONE NUMBER - 201-420-2259
24 HOUR PHONE NUMBER – 201-420-2007

CONTACT E-MAIL ADDRESS - apeskens@hobokenfire.org

MEMO

To: Councilmembers

From: Corporation Counsel

Re: Memorandum of Agreement between New Jersey Office of Emergency Management (as the “Sponsoring Agency”) and the Hoboken Fire Department (as the “Participating Agency”)

See Also: <http://www.ready.nj.gov/taskforce1/index.html>

Please be advised that the Fire Department has requested that Corporation Counsel prepare a Resolution for the September 7, 2016 Council Meeting to approve a Memorandum of Agreement (the “Agreement”) between the New Jersey Office of Emergency Management (“NJOEM”) and the Hoboken Fire Department (“HFD”). We have prepared this memo in order to highlight relevant portions of the agreement to aid in your consideration of the accompanying resolution.

- **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to allow certain members of the HFD, specifically, Captain Christopher McGlinchy, Captain Richard Marsh, and Captain Matthew Markey, to participate in the New Jersey Task Force One (“NJTF-1”). NJTF-1 is a multi-disciplined Urban Search and Rescue Task Force authorized and sponsored by the NJOEM. The NJTF-1 is responsible for search, rescue, and recovery operations in response to, or in anticipation of, a major disaster or emergency under the Stafford Act.
- **REQUIREMENTS OF PARTICIPANTS:** Participants must attend required trainings and be able to mobilize within 2 hours and be able to respond on a mission for up to 14 days. Participants must remain employees in good standing of the Participating Agency and are subject to health and fitness requirements.
- **FINANCIAL:** The HFD will receive reimbursement for response expenses that are authorized by FEMA to be incurred by or for the benefit of participants engaged in System Task Force activities, upon receiving reimbursement for such expenses from the federal government. After the participating member returns from duty, the HFD must then prepare a “cost reimbursement package” including salary costs, fringe benefit costs, and if eligible, backfill costs, for submission by the NJOEM to FEMA as part of an overall claim package. However, reimbursement of these costs is subject to the availability and receipt of funds from FEMA to the NJOEM.
- **LEGAL PROTECTION:** While participating in an emergency response or other sanctioned preparedness activity, participants are given the status of “temporary excepted federal volunteer” which secures protection for them under the Federal Employees Compensation Act and Federal Tort Claims Act.

- **TERMINATION OF AGREEMENT:** This agreement may be terminated by either party on 30 days written notice, except that the HFD cannot terminate the agreement without the consent of NJOEM during any time period when the Task Force has been placed on Alert status or has been Activated, if the Alert or Activation affects participants from the HFD.

- **PARTICIPANTS:** This agreement relates to the specific individuals from the HFD as listed in Appendix D.

MEMORANDUM OF AGREEMENT

BETWEEN

NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

AS THE SPONSORING AGENCY

OF NEW JERSEY TASK FORCE ONE

AND

[_____]

AS A PARTICIPATING AGENCY OF THE TASK FORCE

WHEREAS, the New Jersey Office of Emergency Management (NJOEM) is the lead agency in New Jersey responsible for coordinating the State's preparedness, response and recovery operations for all hazards impacting the State; and

WHEREAS, New Jersey Task Force One (NJ-TF1) is a multi-disciplined Urban Search and Rescue (US&R) Task Force authorized and sponsored by NJOEM, responsible for search, rescue, and recovery operations; and

WHEREAS, the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency (FEMA), is responsible for developing and administering the National Urban Search and Rescue Response System (the System); and

WHEREAS, the System is authorized by federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the Stafford Act), and the applicable provisions of the Code of Federal Regulations, including 44 CFR 208.1, et seq.; and

WHEREAS, the purpose of the System is to develop and provide a national system of standardized urban search and rescue resources to respond to emergencies and major disasters that are beyond the capabilities of affected states and local governments; and

WHEREAS, the National Urban Search and Rescue Response System includes 28 Task Forces across the country; and

WHEREAS, NJ-TF1, through its Sponsoring Agency, NJOEM, is a participating Task Force in the System; and

WHEREAS, in the performance of its responsibilities, NJOEM as the Sponsoring Agency of NJ-TF1 is charged with, among other things, recruiting and organizing members of the Task Force, and

WHEREAS, NJOEM as a Sponsoring Agency, may enter into written cooperative agreements with entities designated as Participating Agencies in the Task Force; and

WHEREAS, this Agreement is intended to set forth the roles and responsibilities of NJOEM/NJ-TF1, the Participating Agency, and the Participating Task Force Member in engaging in preparatory and response activities in support of the National Urban Search and Rescue Response System; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be bound thereby, the parties agree as follows:

1. Definitions.

Activated or Activation means the status of a System resource placed at the direction, control and funding of DHS in response to, or in anticipation of, a presidential declaration of a major disaster or emergency under the Stafford Act.

Activation Order means the DHS communication placing a System resource under the direction, control, and funding of DHS.

Affiliated Personnel means an individual not otherwise associated with the Sponsoring Agency or a Participating Agency who is a member of the System and/or State Task Forces.

Alert means the status of a System resource's readiness when triggered by an Alert Order indicating that DHS may activate the System resource.

Alert Order means the DHS communication that places a System resource on Alert status.

DHS means the U.S. Department of Homeland Security.

FEMA means the Federal Emergency Management Agency, an operational component of DHS.

FEMA-Sanctioned Training or Exercise means a training session or exercise sponsored by an organization other than FEMA, which has received FEMA approval.

NJ-TF1 means New Jersey Task Force One.

NJOEM means the New Jersey Office of Emergency Management.

Participating Agency means a state or local government, non-profit organization, or private organization that has executed an agreement with a Sponsoring Agency to participate in the National Urban Search and Rescue Response System.

Participant means the employee of a Participating Agency who is a member of the System and/or State Task Forces.

Personnel Rehabilitation Period means the period allowed by DHS for a person's rehabilitation to normal conditions of living following Activation.

Program Manager means the person responsible for the administrative and technical work related to administration of the NJ-TF1.

Sponsoring Agency means a state or local government that has executed a Memorandum of Agreement with the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, to participate in the National Urban Search and Rescue Response System as a Task Force. NJOEM/NJ-TF1 has executed such an Agreement, a copy of which is attached hereto as Appendix A and incorporated by reference.

State Task Force means NJ-TF1 missions requested and authorized through NJOEM and/or the New Jersey State Police to respond to incidents outside the scope of the National Urban Search and Rescue Response System. NJ-TF1 missions not authorized through the System are volunteer missions not subject to the System's reimbursement allowances as described herein.

System means the National Urban Search and Rescue Response System.

System Task Force or Task Force means the team of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment through the System. A System Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized Activations. Members of a System Task Force may also be deployed as members of a management or other technical team under the direction of DHS or FEMA.

Temporary Excepted Federal Volunteer means the Federal status of a System Task Force member who participates in Alert activities and/or DHS-sanctioned preparedness activities. Pursuant to 44 CFR §208.11, DHS intends these appointments to secure protection for such volunteers under the Federal Employees Compensation Act and the Federal Tort Claims Act. This status is not intended to interfere with any preexisting employment relationship between a System member and either a Sponsoring Agency, Cooperating Agency or a Participating Agency employer. System members whom DHS appoints as temporary excepted Federal volunteers will not receive any compensation or employee benefits directly from the United State of America for their service, but will be compensated as set forth in this Agreement through their Sponsoring Agency.

2. Authority.

All National Search and Rescue Response System activities, including the provisions of this Agreement, are governed by the Stafford Act, 42 U.S.C. §§ 5121 through 5206, and its applicable Code of Federal Regulations, 44 CFR §§ 208.1, et seq., Interim Rule "National Urban Search and Rescue Response System," 70 Fed. Reg. 9182 (Feb. 24, 2005), attached as Appendix B, and the Agreement between FEMA and NJOEM/NJ-TF1, attached as Appendix A. To the

extent the Interim Rule is contrary to the Agreement between FEMA and NJOEM, the Interim Rule will prevail. Upon the effective date of the Final Rule governing this subject, the Final Rule shall supersede the Interim Rule in Appendix B.

3. Principal Contacts.

3.1. Sponsoring Agency:

New Jersey Office of Emergency Management
State Director of Emergency Management through the
Bureau Chief, Emergency Response Bureau
P.O. Box 7068
West Trenton, NJ 08628
609-963-6980

3.2. Task Force:

New Jersey Task Force One
Task Force Program Manager
Joint Base McGuire-Dix-Lakehurst, CR#547
Hangar #4, Building #118
Lakehurst, NJ 08733
Phone: 732-657-7001

3.3. Participating Agency:

- a. For General Information and Reimbursements:
- b. For Activation Notification:
- c. Points of Contact for Notification of Activations, for both State and System Task Forces, shall also be provided on the form included in Appendix C. Participating Agency agrees to provide timely notification of any changes to the Point of Contact for Notification of Activations.

4. Mandatory Minimum Requirements for Task Force Member Participation on the State and System Task Forces.

As a condition of your status as a Participating Agency under this Agreement, your employee who is a Participant in the State and/or System Task Force, is required to abide by the provisions set forth in this Section.

- 4.1. Each Participant shall be an employee of the Participating Agency in good standing.
- 4.2. Participants serving in a Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which shall remain current and validly issued at all times.
- 4.3. Subject to any applicable FEMA standards, each Participant shall meet the medical/fitness standards established by the Task Force and will promptly notify the Task Force of any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.
- 4.4. Each Participant shall be available on short notice to mobilize within 2 hours of request and be able to respond on a mission for up to 14 days.
- 4.5. Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.
- 4.6. Each Participant shall undergo a fitness for duty examination and receive such inoculations as are specified by the Task Force. The cost for examinations and inoculations shall be the responsibility of the Task Force.
- 4.7. Each Participant shall complete training from the Task Force on Critical Incident Stress Syndrome and must be aware of its signs, symptoms and corrective measures.
- 4.8. Each Participant shall complete training from the Task Force in safe working practices and procedures and must understand and adhere to safe working practices and procedures as required in the urban disaster environment.
- 4.9. Each Participant shall complete US&R training by the Task Force and must have a working knowledge of the US&R System and the Task Force's organizational structure, operating procedures, safety practices, terminology and communication protocols.
- 4.10. Each Participant shall complete such courses of education and training and other requirements as specified by the Task Force.
- 4.11. Each Participant shall abide by the rules of conduct established by the Sponsoring Agency and the System Task Force as set forth in the NJ-TF1 Administration Manual.
- 4.12. Participants shall keep Sponsoring Agency fully informed of pertinent information that would affect their ability to serve in their designated position on the State and/or System Task Forces. If a Participant expects to be unavailable for deployment with the Task Force for any reason for 20 or more consecutive days, Participant shall notify the Sponsoring Agency of the circumstance so as to avoid possible interference with the Task Force's condition of readiness to perform its mission.

- 4.13. A Participant's failure to abide by established rules of conduct or failure to satisfy any mandatory requirement established by the Sponsoring Agency, the System, and/or the Task Force may result in suspension or termination from the Task Force.

5. Participation on State and System Task Forces.

5.1. State Task Force:

- a. Participating Agency understands and agrees to allow its employees who are members of NJ-TF1 to serve in certain designated positions on the State Task Force. A list of those employees, referred to herein as "Participants," is contained in Appendix D.
- b. Participating Agency understands and agrees that a Participant's service on the State Task Force, whether by formal activation or participation in mandatory training exercises, is voluntary and not subject to any reimbursement whatsoever for salary, benefits, or any other costs associated with your employment of the Participant.
- c. Participating Agency understands that Participants in the State Task Force are subject to activation on short notice to respond to incidents and agrees to allow its employee Participants to be available for activation on short notice.
- d. Sponsoring Agency shall advise, at the time of activation, whether such activation is for a State Task Force assignment or a System Task Force assignment as described in Section 5.2.

5.2. System Task Force:

- a. Participating Agency understands and agrees to allow its employee Participants to serve on the System Task Force in addition to the State Task Force, if called to do so.
- b. Participating Agency understands that Participants in the System Task Force are subject to activation on short notice (2 hours) to respond to incidents out-of-state and agrees to allow its employee Participants to be available for activation on short notice.
- c. Participating Agency understands and agrees that Participants activated for the System Task Force are subject to deployment for periods up to fourteen (14) days.
- d. Participating Agency understands and agrees that upon activation for the System Task Force, its employees will be appointed as Temporary Excepted Federal Volunteers.

5.3. Critical Incident Stress Syndrome (CISS) and Management:

- a. CISS is the adverse psychological and/or physiological reaction to a stressful incident.

b. Sponsoring Agency shall provide access to CISS intervention and support during and after any activation.

c. Sponsoring Agency shall provide reimbursement only for authorized CISS activities.

6. Clothing and Equipment.

6.1. Sponsoring Agency will issue to each Participant certain items of personal protective clothing and equipment for use in Task Force activities and operations. In the event of an Activation, Participant shall provide certain additional items of personal clothing and equipment as directed by the Program Manager. Items of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever a person ceases to be a Participant.

6.2. Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the System, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

7. Command, Control and Coordination.

7.1. When a Participant has been activated through the System, or placed at the direction, control and funding of FEMA, such as, for example, during participation in FEMA sponsored training, the ultimate authority for command, control and coordination of the service of the Participant rests with FEMA, exercised through the System chain of command.

7.2. Sponsoring Agency shall exercise direct supervisory authority with respect to Participants during Activations, deployments and other activities of the Task Force conducted by Sponsoring Agency.

7.3. For disciplinary purposes, Sponsoring Agency's authority is limited to temporary suspension or permanent exclusion from participation in the State and System Task Forces. In all other instances where disciplinary action may be necessary, Sponsoring Agency shall report the pertinent circumstances to Participating Agency, who shall cooperate with Sponsoring Agency and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

7.4. Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are Participants, and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Participants, including the compensation and benefits that the Participating Agency has agreed to provide.

7.5. While participating in System activities conducted by the Task Force, Participants shall be subject to and comply with all lawful orders and directions of the authorized

representatives of Sponsoring Agency and the Task Force. Sponsoring Agency retains the right to suspend or exclude any Participant from participation on the Task Force.

8. Readiness Activities.

- 8.1. Sponsoring Agency shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA.
- 8.2. Participating Agency and its employee Participants shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.
- 8.3. Mandatory training activities to be conducted by Sponsoring Agency and/or the FEMA US&R Branch, are required each year. Training calendars established by the FEMA US&R Branch shall be provided to Participating Agency upon publication. Notice of additional trainings required of all Task Force members, if any, shall be provided to Participating Agency as they are developed.
- 8.4. As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the System Task Force and, subject to federal rules and regulations, will be made available for training activities of Sponsoring Agency. Participants shall use System Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. Participant understands and agrees they shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participant.

9. Notification Procedures and Other Communications.

- 9.1. Alerts and Activation.
 - a. The Sponsoring Agency shall determine whether the Task Force is capable of and will respond to an Activation Order.
 - b. Participating Agency shall, at all times, maintain a Point of Notification for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic mail capabilities. Point of Notification information shall be provided to the Sponsoring Agency on the form set forth in Appendix C.
 - c. Upon receipt of an Alert or Activation Order, the Sponsoring Agency shall provide prompt notice, by telephone and electronic mail, to the Participating Member of the Task Force. The notice shall provide, to the extent known, the nature and character of the Alert or Activation. The Activation Order shall designate the location of the assembly point and the expected mobilization time.

- d. Upon receipt of an Activation Order, Participants shall receive authorization from his/her Participating Agency employer and confirm their response to the Task Force assembly point.

9.2. Mobilization.

- a. Participating Agency shall allow all requisitioned Participants to respond to the designated assembly point within two (2) hours of notification with all required personal clothing, equipment, and required documentation.
- b. Participating Agency understands and agrees that all Participants shall be subject to a medical pre-screening for deployment. Any Participant who fails the screening shall not be deployed.
- c. Participating Agency understands and agrees that the Task Force retains the sole right to determine which Participating Agency employees, if any, will respond with the Task Force when Activated.

10. Reporting and Record Keeping Requirements.

- 10.1. Participating Agency shall provide Sponsoring Agency with employee compensation information for its Participant employees at least annually, or as changes occur in compensation rates payable to Participants.
 - a. Submission of Participant employee compensation information and other Participant data required by the Sponsoring Agency shall be provided on the form and in the manner set forth in Appendix E.
- 10.2. Participating Agency shall notify Sponsoring Agency immediately if the Participating employee is no longer employed by the Participating Agency.
- 10.3. Participating Agency shall notify Sponsoring Agency immediately if the Participating employee is subject to major discipline, suspension, or termination.
- 10.4. Participating Agency shall provide prompt and accurate reporting as required by this Agreement and its Appendices.
- 10.5. Sponsoring Agency shall issue a Task Force Picture Identification Card to all State and System Task Force members.
- 10.6. Sponsoring Agency shall ensure that any medical or other records and information are protected from unauthorized disclosure.

11. Financial Provisions.

- 11.1. ~~Participating Agency shall receive reimbursement for response expenses that are authorized by FEMA to be incurred by or for the benefit of Participants engaged in System Task Force activities, upon receiving reimbursement for such expenses from the federal government.~~
- a. In order to ensure proper reimbursement from FEMA, the compensation of Participants on the System Task Force shall be in accordance policies established by FEMA as set forth in the applicable Federal Regulations, from the time of activation and until the Task Force returns, is deactivated and Participants are returned to regular work schedules.
- 11.2. After an Activation, Participating Agency shall provide Sponsoring Agency with a complete cost reimbursement package, including salary costs, fringe benefit costs, and, if eligible, backfill costs, for submission by Sponsoring Agency as part of an overall claim package to FEMA.
- a. The Participating Agency's cost reimbursement package shall be submitted to the Sponsoring Agency within 30 days after the end of the Personal Rehabilitation Period established by FEMA.
 - b. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which Sponsoring Agency shall disseminate to Participating Agency.
 - c. All expenses for which Participating Agency seeks reimbursement must be properly ascertained, accumulated and reported to the Sponsoring Agency, and the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to Sponsoring Agency.
- 11.3. All financial commitments of Sponsoring Agency are subject to the availability and receipt of funds from FEMA to Sponsoring Agency.
- 11.4. There shall be no reimbursement to either the Participating Agency or any Participant employee for costs incurred outside the scope of this Agreement.

12. Media and Information Policy.

- 12.1. Subject to applicable law, including FEMA regulations, all photographs and video taken on deployments will be kept under the control of Sponsoring Agency until use in internal ~~or external education programs or other dissemination is approved.~~
- 12.2. All applicable federal, state, and local media policies will be strictly enforced and followed.

12.3. Sponsoring Agency will have the responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force.

12.4. All media inquiries made directly to Participating Agency shall be referred to Sponsoring Agency for response.

13. Liability, Injury, Workers' Compensation, and Third Party Beneficiary Rights.

13.1. Participating Agency employees who are activated as System Task Force members shall be afforded such coverage for tort liability and workers' compensation as is afforded all System Task Forces and their System Members under Federal law.

13.2. Participating Agency employees who are activated as State Task Force members may be afforded coverage for tort liability, injury and workers' compensation as are afforded under provisions of State law, including but not limited to, the New Jersey Tort Claims Act (NJTCA), N.J.S.A. 59:1-1, et seq., the Emergency Health Powers Act, N.J.S.A. 26:13-1, et seq., provisions of the Disaster Control Act, N.J.S.A. App. A:9-30, et seq., provisions of the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-43, and the statutory immunities and benefits available for search and rescue teams, N.J.S.A. 40A:14-199.

13.3. Except as afforded by the Federal Government, or as permitted by State law, the responsibility for risks associated with claims for tort liability and workers' compensation arising out of participation in the Task Force, either organizationally by the Participating Agency or individually by its Participants, shall be the responsibility of Participating Agency.

13.4. At all times, Participating Agency shall maintain in full force and effect, for the benefit of its employees engaged in State Task Force and/or System activities, workers' compensation and tort liability coverage to the full extent required by law.

13.5. Sponsoring Agency shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the NJTCA.

13.6. For claims beyond the purview of the NJTCA, it is covenanted, acknowledged and agreed that neither Sponsoring Agency nor Participating Agency assumes any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other.

13.7. Nothing in this Agreement shall be construed to create any rights in third parties or to waive any defenses or immunities available to the Sponsoring Agency under State or Federal laws.

- 13.8. Participating Agency employees shall at no time be considered employees of the State of New Jersey for any purpose, nor will this Agreement establish an agency relationship between the Sponsoring Agency and the Participating Agency.

14. Miscellaneous.

- 14.1. The obligations of the Participating Agency are non-delegable and may not be assigned or assumed by any other person or entity without the prior written consent of the Sponsoring Agency.
- 14.2. Except to the extent Federal law controls, this Agreement shall be construed pursuant to the laws of the State of New Jersey, including but not limited to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- 14.3. No party shall engage in any conduct or activity in the performance of this Agreement, or in participation in the State and/or System Task Forces, that constitutes a conflict of interest or a violation of any State or Federal law.

15. Term and Termination.

- 15.1. This Agreement shall become effective upon its full execution by the parties, and shall remain in effect until terminated on written notice of either party. For purposes of reference and convenience, the parties have agreed that the effective date of the Agreement is September 1, 2016.
- 15.2. This Agreement may be terminated by either party on 30 days written notice, except that Participating Agency cannot terminate this Agreement without the consent of Sponsoring Agency during any time period when the Task Force has been placed on Alert status or has been Activated, if the Alert or Activation affects Participants of the Participating Agency.

16. Entirety of Agreement and Amendments.

- 16.1. This Agreement constitutes the entire understanding and agreement of the parties on the subject matter addressed herein, and supersedes any prior negotiations, representations and agreements, whether written or oral.
- 16.2. This Agreement may be modified or amended only by another agreement approved and executed by both parties. All such amendments shall be attached to this Agreement.
- 16.3. Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions set forth on the preceding pages.

Sponsoring Agency: New Jersey Office of Emergency Management

By: _____ Date: _____
Name: Joseph R. Fuentes, Superintendent
Title: State Director of Emergency Management

Participating Agency:

By: _____ Date: _____
Name:
Title:

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. : _____**

**RESOLUTION TO APPROVE THE ATTACHED AGREEMENT WITH
HUDSON COUNTY REGARDING THE 2016 BYRNE JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM AWARD**

WHEREAS, the City of Hoboken is one (1) of six (6) municipalities in Hudson County eligible to receive an award under the BJA FY16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and,

WHEREAS, the City of Hoboken intends to utilize the anticipated grant funding in the amount of \$16,028.00 for eight (8) portable analog/digital radios for the Hoboken Police Department; and,

WHEREAS, there is a City match associated with this Grant, in the amount of Two Thousand Seventy One Dollars and Sixty Cents (\$2,071.60), as the total anticipated cost of the radios is \$18,099.60; and,

WHEREAS, the City of Hoboken and the County of Hudson have negotiated an Agreement relating to the financial utilization of the 2016 JAG Award funds, which Agreement is attached hereto.

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

- 1) The attached Agreement between the County of Hudson and the City of Hoboken relating to the City's utilization of the 2016 JAG funding in the amount of \$16,028.00 is hereby approved; and,
- 2) The City is hereby authorized to match the 2016 JAG funding in the amount of \$2,071.60; and,
- 3) Any utilization of funding by the City shall be further restricted by the Application and Award documents, attached hereto as a supplement to the Agreement; and,
- 4) The Mayor or her agent is hereby authorized to enter into the attached Agreement, or a modified Agreement with substantially similar terms which does not have any substantive changes; and,
- 5) This resolution shall take effect immediately upon passage.

Meeting date: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

**QUENTIN WIEST
BUSINESS ADMINISTRATOR**

**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				

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO APPROVE THE ATTACHED AGREEMENT WITH HUDSON COUNTY REGARDING THE 2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

AMOUNT TO BE CERTIFIED:

\$2,071.60

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$2,071.60 is available in the following appropriation: _____; 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



OFFICE OF THE HUDSON COUNTY PROSECUTOR

595 NEWARK AVENUE
JERSEY CITY, NEW JERSEY 07306

ESTHER SUAREZ
PROSECUTOR

TELEPHONE: (201) 795-6400
FAX: (201) 795-3365

July 28, 2016

Chief Kenneth Ferrante
Hoboken Police Department
1 Police Plaza
Hoboken, New Jersey 07030

RE: 2016 Justice Assistance Grant Program

Dear Chief Ferrante:

Enclosed please find the following:

1. Two (2) copies of the 2016 Hudson County Justice Assistance Grant application. Your municipal grant request is included in this grant. The allowable funding amount came from the U.S. Justice Department. Hudson County will act as fiscal agent.
2. Two (2) copies of an Inter-local Agreement between Hudson County and your municipality. This agreement must be voted on by your municipality governing body, as soon as possible.

Please return two (2) signed copies of the Agreement as well as a copy of your municipality's approved Resolution. An original copy of the Agreement will be returned to you once the County Executive has signed.

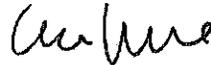
In compliance with the Justice Assistance Grant application, an open meeting needs to be held for public discussion on the Justice Assistance Grant or discussion can take place at your municipal governing body regular meeting.

Funding is subject to the acceptance of the grant application by the U.S. Department of Justice. You will be notified once the application has been approved and funds are available.

If you have questions, please contact Patty Pugh Seiler at (201)795-6400, extension 6610.

Thank you.

Very truly yours,



Anna P. Pereira

Director of Law & Business Operations

APP/pms
Enclosures

CC: Lieutenant John Miskulin

GMS APPLICATION NUMBER 2016-H4306-NJ-DJ

CONTRACT NO. _____

THE STATE OF NEW JERSEY

KNOW ALL BY THESE PRESENT

COUNTY OF HUDSON

INTERLOCAL AGREEMENT

**BETWEEN THE MUNICIPALITY OF HOBOKEN, NJ AND COUNTY OF
HUDSON, NEW JERSEY**

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2016 by and between the COUNTY of Hudson acting by and through its governing body, hereinafter referred to as COUNTY, and the Municipality of Hoboken, acting by and through its governing body, hereinafter referred to as Municipality, both of Hudson County, State of New Jersey witnesseth:

WHEREAS, this Agreement is made under the authority of New Jersey Law cited as NJSA 40:8A:-1 et seq. and commonly known as the Interlocal Services Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Municipality agrees to provide COUNTY \$ 0.00 from the JAG award for the 2016 Program; and

WHEREAS, the Municipality and COUNTY believe it to be in their best interest to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and Municipality agrees as follows:

Section 1.

Municipality agrees to pay COUNTY a total of \$ 0.00 of JAG funds.

Section 2.

Municipality agrees to use \$16,028.00 for the JAG Program until September 30, 2019.

GMS APPLICATION NUMBER 2016-H4306-NJ-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Municipality other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services of the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

MUNICIPALITY OF HOBOKEN, NJ

COUNTY OF HUDSON, NEW JERSEY

Mayor - Hoboken

Deputy County Administrator

ATTEST:

ATTEST:

Municipal Clerk

Clerk, Board of Chosen Freeholders

Municipal Attorney

Donato J. Battista, County Counsel

By law, Government attorneys may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own attorney(s).

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED June 28, 2016	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name County of Hudson	Organizational Unit Office of The Hudson County Prosecutor	
Address 567 Pavonia Avenue Jersey City, New Jersey 07306-2301	Name and telephone number of the person to be contacted on matters involving this application Seiler, Patricia (201) 795-6400	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 22-6003443	7. TYPE OF APPLICANT County	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance Grant TITLE: Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT FY2016 Edward Byrne memorial Justice Assistance Grant - Hudson County	
12. AREAS AFFECTED BY PROJECT Hudson County, Bayonne, Hoboken, Jersey City, North Bergen, Union City and West New York		
13. PROPOSED PROJECT Start Date: October 01, 2015 End Date: September 30, 2019	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NJ13	
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$259,578	
Applicant	\$0	
State	\$0	

Local	\$0	Program is not covered by E.O. 12372
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$259,578	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

ATTACHMENT 1
PROGRAM NARRATIVE

2016 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

Hudson County is located in northern New Jersey, across the Hudson River from Manhattan. The county has a total land area of 46.42 square miles and as of a 2012 estimate a population of 660,282. Hudson County consists of 12 municipalities several of which are eligible for Justice Assistance Grant funds. These cities are:

City of Bayonne	\$ 14,855
City of Hoboken	\$ 16,028
City of Jersey City	\$173,538
Township of North Bergen	\$ 10,875
City of Union City	\$ 26,157
Town of West New York	<u>\$ 18,125</u>
TOTAL:	\$259,578

The County of Hudson through the County Prosecutor's Office will act as fiscal agent for these municipalities only and will not be receiving any funds. A detailed need analysis narrative and budget for each of the eligible municipalities is as follows:

CITY OF BAYONNE

PURPOSE AREA:

Law Enforcement program eligible for funding under the Justice Assistance Grant Program.

NEED:

The City of Bayonne Police Department has been conducting digital investigations for over 10 years and has identified a need to update and enhance our cyber investigations and digital forensics capabilities.

NARRATIVE:

Today's High-tech environment presents new challenges to law enforcement and the justice system as cyber criminals exploit computers, mobile devices, and the internet to defraud individuals, businesses and government agencies. Digital technology is now used to commit a wide variety of crimes, including but not limited to: Identity Theft, Network Intrusions, Ransomware, and Distribution of Child Pornography. Additionally, digital technology is used to investigate traditional crimes with the evolution of smartphones, and digital security systems. Therefore, it is imperative to address these changes by having the equipment necessary to perform these types of investigations.

The success of our digital investigation efforts is dependent on the ability to identify the evidence, analyze the evidence, and recover the evidence, while maintaining its integrity.

The equipment to be purchased under this year's round of Justice Assistance Funding is a Forensic Workstation Computer with 32 terabytes of raid-based storage, with forensic write-blockers.

Forensic Workstation Computers provide the ability to recover, search, and analyze electronic evidence (data) from computers, mobile devices, and digital media. Additionally, it provides the ability to archive electronic evidence for future analysis.

PERFORMANCE MEASURES:

With the purchase of this equipment, it is anticipated that operational capabilities and efficiency will improve as we will have the ability to conduct more advanced investigations, with greater success.

CITY OF HOBOKEN

PURPOSE AREA:

Law Enforcement program eligible for funding under the Justice Assistance Grant Program.

NEED:

The City of Hoboken has identified a continuing need to obtain replacement portable communications equipment for its personnel in the Hoboken Police Department. A continuing assessment of the Police Department's current stock of portable radios reveals that the current make and model of this equipment is no longer in production, with supplies of replacement parts no longer being produced. As the Hoboken Police Department provides 24 hour-a-day, 7 day-a-week policing services to residents and visitors to the City of Hoboken, it is essential that the current stock of communications equipment continue to be updated. Each officer is assigned an individual portable radio as part of their equipment cadre. At this time, it is estimated that approximately 60 portable radios will require replacement over the next two years.

The Hoboken Police Department currently maintains a budgeted force of 156 sworn personnel, including 18 part-time Class II Special Law Enforcement Officers. The City of Hoboken is located in Hudson County, New Jersey and covers an area of approximately 1.05 sq. miles with an estimated population of 53,312 residents as of 2014. Hoboken is known as a popular night time destination for social activities in the metropolitan area. The city's 131 Licensed Liquor establishments help to promote this thriving night life scene. Hoboken also plays host to several popular cultural events which include, but are not limited to the following;

an annual St. Patrick's Day celebration, a Spring & Fall Arts & Music Festival, waterfront musical performances and two cultural events, the St. Ann's Feast & the Hoboken Italian Festival.

As such, these events draw thousands of visitors into the city, increasing the workload of police personnel out on patrol. It is therefore essential that patrol personnel are provided with the most reliable communications equipment that can be obtained by the department.

NARRATIVE:

The continued acquisition of updated portable communications equipment will provide these police personnel with the ability to effectively respond to increased workload for police services within the city. As the City moves forward with a long term plan to update and upgrade the department's communication system, the addition of this new equipment will provide the increased reliability & functionality needed at this time. In addition, the technology of this requested equipment will enable the City of Hoboken to seamlessly transition this equipment to a new proposed digital communications system as part of the previously mentioned plan. This transition will enhance the Hoboken Police Department's ability to provide its personnel with a solid and reliable communications system, capable of handling the approximately 95,000 calls for addressed on a yearly basis.

PERFORMANCE MEASURES:

With this new equipment, it is anticipated that officer efficiency will increase when responding to calls for service. Concurrently, public safety will be enhanced & quality of service to the public will improve with the ability to have better, more reliable communications.

In addition, the purchase of these type radios can become cost effective as future plans to transition from analog to digital communication formats will allow these portable units to be reconfigured and reprogrammed to a digital format as opposed to the current units, which cannot be re-configured and would have to be replaced.

CITY OF JERSEY CITY

PURPOSE AREA:

Continuation project that was previously funded under the Edward Byrne Memorial Justice Assistance Grant Program (JAG)

NEED:

The Jersey City Police Department will continue to utilize this funding for the continuation of foot and vehicular patrol units that address quality of life complaints from residents in selected hot spot areas throughout Jersey City. The full **\$173,538.00** grant will service overtime assignments and implement other alternative methods of community policing services as needed

on selected weekdays and weekends. The usage of these funds will also focus police deployment during holiday observances and regional security alert periods. The following proposed budget is offered for review and approval.

NARRATIVE:

Quality of Life Police Overtime

Consistent with previous BJA submissions, we propose to use this year's allocation of JAG funds to continue Quality of Life uniform patrols through fixed posts assignment of officers during the evening hours. Previous BJA awards have allowed the department to deploy uniform officers on fixed/foot posts at target "hot spot" locations proving these assignments to be effective and resulting in a reduction in disorder and crime. We propose to continue this tactic and implement other alternative methods in support of our ongoing community based policing efforts to improve conditions and reduce crime.

We will continue to establish high visibility of police presence within identified hot spots to promote a zero-tolerance approach to quality of life issues. Quality of life posts will be identified through analysis of calls for service, reported crime, and community input.

Quality of Life Overtime Analysis of Need

A careful analysis of police calls for service shows that a majority of the crimes occur between the hours of 3PM and 11PM then gradually declining through the early morning hours. This finding is consistent with the studies of delinquency and gang related activity. A review of reported crime shows the same temporal distribution, with more serious violent crime being reported in the evening hours as a result of these findings patrols will also be assigned during special events and holidays.

Currently there are 25 QOL, (quality of life) posts throughout Jersey City and we have also deployed "Titan Teams and a Shooting Response Team"; that compromise of a group of officers sent into problematic areas to eradicate the reported problems. The tactical operations of this unit are unexpected and prove to be highly effective and supported by the communities in which they are assigned. Districts will continue to identify and describe each QOL post by type of complaints and crime problems, times of occurrence and prescribe a law enforcement activity and adjust our deployment by time and location accordingly.

PERFORMANCE MEASURES:

Goal 1: *Continue to increase the presence of police officers in high crime areas*

Outcome: Reduce crime in targeted area through focused police patrols utilizing overtime.

Measurement:

Track arrests made in target areas, categorize arrest and utilize data for impact comparison
Track number of summons issued for parking and moving violations, loud music, drinking in public and other quality of life violations. Compare numbers with previous month/year.

Goal 2: *Build stronger police community partnerships*

Outcome: Improve relationships between police and local community.

Measurement:

Police patrols will interact with the community and local businesses while on patrol. These contacts will be documented.

Officers will encourage community to get involved and officers will get involved with the community.

Contacts with local community will provide police with tactical and operational intelligence.

TOWNSHIP OF NORTH BERGEN

PURPOSE AREA:

Law Enforcement program previously eligible for funding under the Byrne Justice Assistance Grant (JAG) Program.

NEED:

The Township of North Bergen has identified the need to increase security and restrict access to its annex.

NARRATIVE:

The North Bergen Police Department recently invested in a biometric security system to increase site security and target hardening at the newly renovated police headquarters facility. Users can only gain access to the facility by using their fingerprints. This practice has eliminated the use of Simplex locks whose codes are easily shared, or swipe cards which can be lost, stolen, or shared. We are also able to restrict access to certain locations for certain employees and have increase personnel accountability.

The initial investment was limited to headquarters due to funding issues. The police department wishes to expand its biometric security system to its Annex facility. The annex facility consists of the Police Department training classrooms, roll call room, lockers, break room, garages, and various offices. Our existing access system is obsolete and access cards are no longer being manufactured for the system creating security and accessibility issues.

PERFORMANCE MEASURES:

It is anticipated that the introduction of this new hardware/software security solution will increase site security, as well as officer safety and accountability.

CITY OF UNION CITY

PURPOSE AREA:

Law Enforcement program previously eligible for funding under Byrne Justice Assistance Grant Program.

NEED:

The City of Union City is continuously seeking ways to increase the efficiency of police services and investigative capabilities through the addition of High Definition Cameras destined to be installed throughout the police department since our current camera system is failing due to obsolescence and aging. At present the Union City Police Department is seeking to enhance its surveillance system in these cost conscious times. It is the City's goal to maximize the effective use every dollar the City receives for improvement of police resources.

NARRATIVE:

The Union City Police Department has been utilizing the same cameras, Digital Video Recorder (DVR), and surveillance system for approximately over decade in its police station. The police department is experiencing tough times in its attempt to stay current with technological advances and the evolution of surveillance hardware and software. In order to have the required resources to combat ever-evolving crimes, it is critical to have the proper tools not only to face these threats but to prevent them when possible. Our surveillance system (cameras and DVR) are constantly being repaired as parts breakdown as a result of aging and obsolescence. The system and its peripherals have past their end of life for several years now and the current condition of our surveillance system present a problem to the operations of the police department since it is one of the most important resources that facilitate the administration of essential police services. With this in mind, this year we have determined that the best use of this year's BJA funding is for the purchase and replacement of the police surveillance system.

PERFORMANCE MEASURES:

With new equipment, it is anticipated that police resources will enhance the police department's investigative capabilities and its police services.

TOWN OF WEST NEW YORK

PURPOSE AREA:

Law Enforcement program previously eligible for funding under Byrne Justice Assistance Grant Program.

NEED:

The Town of West New York is continuously seeking ways to reduce crime in general and in particular, violent crime. At present, the West New York Police Department is seeking to enhance its efforts in reducing violent crime.

NARRATIVE:

The Town of West New York Retail Business propose to use the 2016 JAG funding for the installation of surveillance cameras in the Retail Business areas. We have identified two areas that are in need of surveillance camera systems where a large percentage of crime has been occurring in the town. The installation of the ten surveillance cameras will provide full-time monitoring of these target areas.

Camera Locations

50th to 67th Bergenline Avenue

All new cameras will have the latest and most current software technology available.

PERFORMANCE MEASURES:

The Town will monitor crime trends in the targeted areas. The expectations are in reduction in violent crime and/or high clearance rates on crimes occurring in the targeted areas.

ATTACHMENT II

2016 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

BUDGET NARRATIVE

The Hudson County Prosecutor's Office oversees planning and administration for law enforcement needs with regards to the Justice Assistance Grant Program.

The Hudson County Executive has requested that the Hudson County Prosecutor's Office be responsible for the administration of these funds including distributing the funds, monitoring the award, submitting reports including performance measures and program assessment data, and providing ongoing assistance to any subrecipients of the funds.

The Office of the Hudson County Prosecutor will not require administrative funds to support and implement the Justice Assistance Grant program.

City of Bayonne	\$ 14,855
City of Hoboken	\$ 16,028
City of Jersey City	\$173,538
Township of North Bergen	\$ 10,875
City of Union City	\$ 26,157
Town of West New York	<u>\$ 18,125</u>
TOTAL:	\$259,578

CITY OF BAYONNE BUDGET

<u>Description:</u>	<u>Unit Cost</u>	<u>Total Cost</u>
(1) Forensic Workstation (includes; 2 Processors, Operating System, 8 hard drives, graphics processing unit, burner, forensic card reader, power supply unit, 6 SSDs for files, processing and databases	\$12,995	\$12,995
(1) Tableau T-356789	\$ 995	\$ 995
(1) Forensic UltraDock FUDv5.5	\$ 295	\$ 295
(1) Tableau T8U Write Blocker	\$ 459	\$ 459
Computer Accessories	\$ 147	\$ 147

TOTAL PROJECT COST: \$14,855
TOTAL GRANT AWARD: \$14,855

CITY OF HOBOKEN BUDGET

<u>Description:</u>	<u>Unit Cost</u>	<u>Total Cost</u>
(8) Portable Analog/Digital Radios (includes charger, remote microphone/ speaker, belt holster, extra extended charge battery, configuration, programming & warranty)	\$2,262.45	\$18,099.60

TOTAL PROJECT COST: \$18,099.60
TOTAL GRANT AWARD: \$16,028.00

The City of Hoboken will fund the difference between the Total Project Cost and the Grant Award Amount.

CITY OF JERSEY CITY BUDGET

<u>District</u>	<u>6pm-11pm</u>	<u>Overtime Rate</u>	<u>Total per day</u>
North	5 officers	\$ 90.00	\$2,250.00
South	5 officers	\$ 90.00	\$2,250.00
East	5 officers	\$ 90.00	\$2,250.00
West	5 officers	\$ 90.00	\$2,250.00
North	1 Supervisor	\$125.00	\$ 625.00
South	1 Supervisor	\$125.00	\$ 625.00
East	1 Supervisor	\$125.00	\$ 625.00
West	1 Supervisor	\$125.00	\$ 625.00

Cost per tour = \$ 11,500.00

Overtime Budget = \$173,538.00
 Divided by = \$11,500.00/tour

The number of projected assignments available under 2016 JAG grant:

15 TOURS 5 OFFICERS 1 SUPERVISOR 5 HRS. PER DISTRICT \$172,500.00
 4 OFFICERS 3HRS \$ 1,080.00
Total overtime cost: \$173,580.00

TOTAL PROJECT COST: \$173,580
TOTAL GRANT AWARD: \$173,538

The City of Jersey City will fund the difference between the Total Project Cost and the Grant Award Amount.

TOWNSHIP OF NORTH BERGEN BUDGET

Qty.	Description	Unit Cost	Extended Cost
1	Biometric access reader, controller, and installation for front entrance.	\$9,120.00	\$9,120.00
1	Additional access point for rear entrance.	\$3,267.00	\$3,267.00

TOTAL PROJECT COST: \$12,387
TOTAL GRANT AWARD: \$10,875

The Township of North Bergen shall fund the difference between the Total Project Cost and the Grant Award Amount.

CITY OF UNION CITY BUDGET

<u>Description:</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Surveillance Camera System		
(2) NVR, 64-Channel, H264, HDMI	\$ 2,009.25	\$ 4,018.50
(4) Surveillance OEM Hard Drives	\$ 371.00	\$ 1,484.00
(2) PoE Managed Switch with Uplinks	\$ 506.25	\$ 1,012.50
(31) Outdoor Domes	\$ 381.20	\$11,817.20
(5) High Frame Rate Smart Camera	\$ 3,003.75	\$15,018.75
(5) Wall Mount Brackets	\$ 31.05	\$ 155.25
(1) LED Monitor	\$ 185.00	\$ 185.00
(2) CCTV Power Supply Box	\$ 75.00	\$ 150.00
(7) Blue 550MHZ CAT-6 1000FT Box	\$ 201.00	\$ 1,407.00
(2) 2500-Watt Online Rackmount	\$ 1,552.50	\$ 3,105.00
(1) 48PRT C6 HIPERLINK P/P 2RMS	\$ 325.00	\$ 325.00
(1) Stand Rack	\$ 300.00	\$ 300.00
(1) Tie Wraps, tape, Velcro, etc.	\$ 250.00	\$ 250.00
(1) Installation and programming	\$14,600.00	\$14,600.00

TOTAL PROJECT COST: \$53,828.20
TOTAL AWARD AMOUNT: \$26,157.00

The City of Union City will fund the difference between the Total Project Cost and the Grant Award Amount.

TOWN OF WEST NEW YORK BUDGET

<u>Description:</u>	<u>Unit Cost</u>	<u>Total Cost</u>
10 Camera System & installation	\$1,875.00	\$18,750.00

TOTAL PROJECT COST: \$18,750.00
TOTAL GRANT AWARD: \$18,125.00

The Town of West New York will fund the difference between the Total Project Cost and the Grant Award Amount.

ATTACHMENT III

2016 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

REVIEW NARRATIVE

The Hudson County Board of Chosen Freeholders commissioners will pass a resolution supporting the memorandum of understanding after a thirty day review on August 11, 2016 in an open public meeting pursuant to the Open Public Meeting Act of the State of New Jersey.

The following eligible municipalities are expected to pass the memorandum of understanding on the following dates after a thirty day review:

TOWN	DATE
Bayonne	August 17, 2016
Hoboken	August 3, 2016
Jersey City	August 17, 2016
North Bergen	August 17, 2016
Union City	August 3, 2016
West New York	August 18, 2016

It is the responsibility of the eligible municipalities to have an open meeting. It is their discretion whether to have the open meeting before the scheduled governing body's regular meeting or at the regular meeting.

ATTACHMENT IV

COUNTY OF HUDSON (NJ)

2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

ABSTRACT

The City of Bayonne, City of Hoboken, Jersey City, the Township of North Bergen, the City of Union City and the Town of West New York will utilize Fiscal Year 2016 JAG funding to implement projects that encompass the purpose area of law enforcement and technology programs.

One municipality is utilizing their funding for continued Quality of Life overtime patrols in high crime target areas. Other municipalities are using this year's funding to replace outdated and obsolete portable radios and to purchase new computer hardware/software systems for enhanced security and efficient investigations.

Two municipalities are using this year's funding to expand and enhance their surveillance camera systems to provide full time monitoring in high crime areas.

The County of Hudson, through the Prosecutor's Office will serve as the fiscal agent for the award and will not receive funding.

2016 JAG PROJECT IDENTIFIERS

Computer Software/Hardware
Crime Prevention
Equipment – General
Overtime

OVERVIEW

PUBLIC NOTICE

Edward Byrne Memorial Justice Assistance Grant JAG FY 2016 Local Solicitation

The public is invited to review and comment on all relative information applications as it is on file with the clerks of the following municipalities:

City of Bayonne	\$ 14,855
City of Hoboken	\$ 16,028
City of Jersey City	\$173,538
Township of North Bergen	\$ 10,875
City of Union City	\$ 26,157
Town of West New York	<u>\$ 18,125</u>
TOTAL:	\$259,578

Information is also available by contacting:

The Office of the County Prosecutor
595 Newark Avenue
Jersey City, New Jersey 07306
(201) 795-6400



OFFICE OF THE HUDSON COUNTY PROSECUTOR

**595 NEWARK AVENUE
JERSEY CITY, NEW JERSEY 07306**

**ESTHER SUAREZ
PROSECUTOR**

**TELEPHONE: (201) 795-6400
FAX: (201) 795-3365**

June 23, 2016

Bureau of Justice Assistance
Office of Justice Programs
U.S. Department of Justice
810 Seventh Street, NW
Washington, DC 20531

**RE: Edward Byrne Memorial Justice Assistance Grant
(JAG) Program – FY 2016 Local Solicitation**

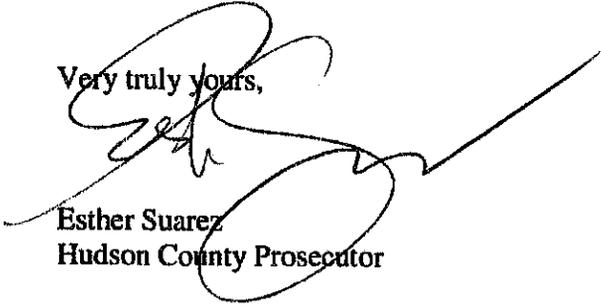
Dear Sir/Madam:

This letter will confirm that the Hudson County Prosecutor's Office acts as the fiscal agent for the six (6) Hudson County municipalities eligible to receive an award under the BJA FY16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The Hudson County Prosecutor's Office IS NOT currently on high risk by another federal grant making agency.

Thank you.

Very truly yours,


Esther Suarez
Hudson County Prosecutor

ES/pms



**CITY OF BAYONNE
POLICE DEPARTMENT**

630 AVENUE C

BAYONNE, NEW JERSEY 07002

(201) 858-6900

ROBERT KUBERT
Public Safety Director

DREW NIEKRASZ
Chief of Police

June 27th, 2016

DISCLOSURE OF PENDING APPLICATIONS

Justice Assistance Grant FY2016 Edward Byrne Memorial Justice Assistance Grant

The City of Bayonne does not have pending applications within the past 12 months for federally funded assistance that include requests for funding or support for the same project being proposed under this solicitation and will cover identical cost items outlined in the budget narrative and worksheet in the application under solicitation.



Kenneth F. Ferrante
Chief of Police

CITY of HOBOKEN
ONE POLICE PLAZA
HOBOKEN, NJ 07030-5704

www.HobokenPD.com



Telephone: (201) 420-2002
Facsimile: (201) 714-9415

June 22, 2016

**Disclosure of Pending Applications
Justice Assistance Grant 2016**

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Bureau of Justice Assistance Programs Office

Sir/Ms'am,

The City of Hoboken does not have any pending applications within the last (12) twelve months for federally funded assistance that include requests for funding or support for the same project(s) being proposed under this solicitation for the identical cost items outlined in the budget narrative and work sheet in the application under this solicitation.

Sincerely,

Kenneth F. Ferrante
Chief of Police
Hoboken Police Department
1 Police Plaza
Hoboken, NJ 07030
FerranteK@HobokenPD.org
201.420.2002

cc: JAG 2016 file



HON. STEVEN FULOP
MAYOR

JERSEY CITY POLICE DEPARTMENT

OFFICE OF THE DIRECTOR

1 Journal Square Plaza, 4th Floor
Jersey City, New Jersey 07306
201-547-5301 Fax 201-547-4913



JAMES SHEA
PUBLIC SAFETY
DIRECTOR

June 27, 2016

DISCLOSURE OF PENDING APPLICATIONS

Edward Byrne Memorial Justice Assistance Grant FY 2016

Jersey City does not have pending applications within the last 12 months for federally funded assistance that include requests for funding or support for the same projects being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.



ALLEN PASCUAL
Commissioner

**TOWNSHIP OF NORTH BERGEN
DEPARTMENT OF PUBLIC SAFETY**

POLICE DEPARTMENT

LAW & PUBLIC SAFETY BUILDING
4233 KENNEDY BOULEVARD
NORTH BERGEN, NJ 07047



ROBERT J. DOWD
Chief of Police

MEMORANDUM

**Subject: Disclosure of Pending Applications
2016 Justice Assistance Grant (JAG)**

June 16, 2016

To whom it may concern:

The purpose of this memorandum is to clarify that the Township of North Bergen does not have pending applications within the last 12 months for federally funded assistance that include requests for funding or support for the same projects being proposed under this solicitation. The Township will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. Any costs in excess of the grant award shall be covered by township revenues.

Respectfully,

Peter Fasilis
Deputy Chief of Police

CC: Chief Robert J. Dowd
Cc: JAG 2016 File



DEPARTMENT OF PUBLIC SAFETY
UNION CITY POLICE DEPARTMENT

3715 PALISADE AVE
UNION CITY, NJ 07087
TEL/201-348-5780
FAX/201-348-5793

Mayor Brian P. Stack
Director of Public Safety

Richard Molinari
Chief of Police

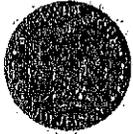
June 27, 2016

DISCLOSURE OF PENDING APPLICATIONS

Justice Assistance Grant FY2016 Edward Byrne Memorial Justice Assistance Grant

The City of Union City does not have pending applications within the last 12 months for federally funded assistance that include requests for funding or support for the same projects being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

PROTECTING AND SERVING WITH
COMPASSION * PROFICIENCY * RESPECT
Union City is an Equal Opportunity Employer



Mayor Felix E. Roque MD
Public Safety

**POLICE DEPARTMENT
WEST NEW YORK, N.J. 07093**



Robert Antolos
Police Director

June 27, 2016

DISCLOSURE OF PENDING APPLICATIONS

Justice Assistance Grant 2016

The Town of West New York does not have pending applications within the last 12 months for federally funded assistance that include requests for funding or support for the same project(s) being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Sincerely,

Robert Antolos
Police Director

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window



OMB APPROVAL
NUMBER 1121-0140

EXPIRES 03/31/2016

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Accept

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpccompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpccompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Accept

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO PETRY TRAFFIC, LLC FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES TO THE CITY OF HOBOKEN FOR THE DESIGN OF A NEW TRAFFIC SIGNAL AT MADISON STREET AND OBSERVER HIGHWAY IN AN AMOUNT NOT TO EXCEED \$16,700.00 FOR A TERM TO COMMENCE SEPTEMBER 8, 2016

WHEREAS, the City of Hoboken has a need to obtain professional engineering services for the design of the new traffic signal at Madison Street and Observer Highway; and,

WHEREAS, prior work related to this project has been performed by John Jahr, who was formerly associated with Maser Consulting, an authorized pool engineering firm for the City of Hoboken; and,

WHEREAS, John Jahr has recently disassociated from Maser Consulting and is now the principal of the firm Petry Traffic, LLC (“Petry”); and,

WHEREAS, a proposal for these services was received from Petry on August 3, 2016, in the amount of \$16,700.00, and therefore below the threshold for a governing body to award a fair and open contract pursuant to state “Pay-to-Play” laws; and,

WHEREAS, the City planned to issue Petry a purchase order for the work to be performed since it was below the threshold; and,

WHEREAS, the City authorized Petry to begin performing the requested service; and,

WHEREAS, upon further review of the project, it was determined that pursuant to Hoboken City Code Chapter 20A, all contracts for professional services must be awarded on the basis of qualification based, competitive negotiations; and,

WHEREAS, because Petry performed this service it is the recommendation of Hoboken Corporation Counsel that the City approve entering into a contract with Petry; and,

WHEREAS, the Administration recommends approval of this contract with Petry for the sake of continuity, due to the fact that principal John Jahr is familiar with this project as he performed extensive related work while associated with Maser Consulting; and,

WHEREAS, Petry Traffic, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable

contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract and therefore the contract is in compliance with all New Jersey state “Pay-to-Play” laws; and,

WHEREAS, Petry Traffic LLC has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken authorizes the Mayor to enter into a contract with Petry Traffic, LLC, as described herein, for the services described in their attached August 3, 2016 proposal for a term to expire upon completion of the project, but in no event later than September 7, 2017, and for an amount not to exceed \$16,700.00; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, and all other accompanying business and contract compliance documentation, and the Determination of Value, shall be placed on file with this resolution; and,

BE IT FURTHER RESOLVED, that no minimum payment is implied or guaranteed and the City reserves the right to cancel this Agreement at any time and Petry shall only be paid for the work completed or on a pro-rated amount if payment arrangements are based upon a fixed retainer; and,

BE IT FURTHER RESOLVED, that the City Clerk shall publish this resolution in the City’s official newspapers immediately; and,

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

1. The terms of Petry Traffic, LLC proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
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 with:

Petry Traffic, LLC
155 Passaic Avenue
Fairfield, NJ 07004

Meeting date: September 7, 2016

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:

APPROVED AS TO FORM:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO PETRY TRAFFIC, LLC FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES TO THE CITY OF HOBOKEN FOR THE DESIGN OF A NEW TRAFFIC SIGNAL AT MADISON STREET AND OBSERVER HIGHWAY IN AN AMOUNT NOT TO EXCEED \$16,700.00 FOR A TERM TO COMMENCE SEPTEMBER 8, 2016

AMOUNT TO BE CERTIFIED:

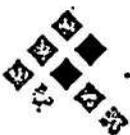
\$16,700.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$16,700.00 is available in the following appropriation:_____; 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

PETRY  **TRAFFIC, LLC**

August 3, 2016

VIA E-MAIL

John Morgan
Director
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Traffic Signal Design
Madison Street and Observer Highway
City of Hoboken, Hudson County, New Jersey
Proposal No. 160030T

Mtny,

*PLEASE issue A P.O. for
this and
use Account # for
planning dept.*

-710-002 *THANKS*
 Gina

Dear Mr. Morgan:

Petry Traffic is pleased to submit this proposal for Professional Traffic Engineering Services associated with design of a new traffic signal at the intersection of Madison Street and Observer Highway in the City of Hoboken. The following outlines our anticipated scope of services:

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Petry Traffic to meet project schedules.



SECTION I – SCOPE OF SERVICES

PHASE 1 SURVEY and BASEMAPPING

Prior to initiating field work, our survey team will obtain and review pertinent records, plans, and reports available from the County and City. After reviewing these records, we will be performing a field survey. The following outlines the procedures for this effort:

SURVEY LIMITS

1. The survey limits are to extend 250 feet along Observer Highway and 200 feet along Madison Street.

RIGHT-OF-WAY

2. Existing right-of-way will be obtained through tax maps. No deeds or filed map review is included in this proposal.

TOPOGRAPHIC SURVEY

3. The topographic survey will be prepared following Hudson County and NJDOT graphic standards.
4. All roadway features are to be located as follows:
 - a. Edge of pavement
 - b. Edge of traveled way
 - c. Existing pavement markings
 - d. Existing signage with sign designations
 - e. Existing utilities, above and below ground, lighting and height of above-ground services at intersection.
 - f. Existing storm water drainage structures, including inverts and pipe sizes.
 - g. All remaining existing features.
5. Roadway construction baselines and stationing are to be established for all legs of the intersection.
6. The survey baseline is to be located outside the zone of construction and tied to three fixed objects. Digital swing ties are to be provided on the base map.
7. Buildings and parking facilities within 50 feet of R.O.W. limits.



GENERAL SURVEY REQUIREMENTS

8. Survey is to utilize the N.J. Plane Coordinate System.
9. All elevations are to be NGVD 1929.
10. A digital drawing in AutoCAD.DWG format shall be provided.
11. All utility companies are to be contacted and given the opportunity to mark all facilities in the project area prior to survey commencement.
12. Reference material to be provided to Petry:
 - a. Tax Maps
 - b. Municipal Utility Maps
 - c. Zoning map

PHASE 2 TRAFFIC ANALYSIS

A Warrant Report must be prepared in accordance with the criteria in the Manual on Uniform Traffic Control Devices (MUTCD). The Warrant Report is then submitted to the County for their review and approval.

The previously obtained turning movement volumes will also be utilized to analyze the operation of the intersection in iterative Highway Capacity Software (HCS) runs and analysis using Synchro and SimTraffic. The capacity will be maximized and phasing recommendations will be made. Depending on the results of these analyses, separate timing plans will be prepared for AM and PM conditions provided, as well as off-peak and school peak timing, as necessary.

PHASE 3 TRAFFIC SIGNAL DESIGN

Once the analyses are performed, and the phasing patterns are set, a Traffic Signal Layout Plan will be prepared. The Traffic Signal Layout Plan will be prepared for depicting proposed signal layout, pavement markings, channelization, signing, and parking restrictions. The signal plan will be prepared in accordance with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).



Once the Traffic Signal Layout Plan is finalized, the electrical plan will be designed in accordance with the NJDOT Design Manual and Hudson County Guidelines. This plan typically includes junction box locations, conduit layout, controller location, electrical wiring and construction notes.

Once the traffic signal design and analysis is complete, the traffic signal timing directive will be prepared on an 8 ½" x 11" sheet that will be submitted to the County as a hard copy and a Microsoft Word Document. The timing can also be included on the plan if desired.

PHASE 4 CONSTRUCTION PLANS

Maser Consulting will prepare a Construction, Signing and Striping Plan for the intersection. It is not anticipated that any widening or geometric improvements will be needed to safely accommodate a new traffic signal at this location. However, these plans will include curb installation at the corners where needed, ADA compliant handicap ramps, and milling/paving (no grade changes are anticipated). The ADA compliant handicap ramps design will include detailed grading for each ramp.

The signing and striping design will conform to the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and City design guidelines. All existing traffic signs will be replaced on the project and the proposed signs used in the design will take into account the appropriate sizes and retro-reflectivity as specified in the MUTCD.

It is anticipated that the NJDOT Standard Maintenance and Protection of Traffic Details will be referenced for this design and no site specific details or schemes will be necessary.

PHASE 5 BID DOCUMENTS

Upon completion and approval of the plans by the County, Construction Quantities will be calculated and included as "To Be Constructed" boxes on the plan sheets. An Engineer's Estimate will be provided to the City and the County. The construction specifications will conform to the 2007 NJDOT Standard Specifications for Road and Bridge Construction. Supplemental specifications will be prepared for any non-standard equipment. Non-standard details will also be included as needed. The Final Bid Set will be prepared and will be suitable for public bid.



SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	FIELD SURVEY AND BASEMAPPING	\$ 2,800.00
PHASE 2.0	TRAFFIC ANALYSIS	\$ 800.00
PHASE 3.0	TRAFFIC SIGNAL DESIGN	\$ 7,700.00
PHASE 4.0	CONSTRUCTION PLANS	\$ 5,400.00
PHASE 5.0	BID DOCUMENTS	INCL
TOTAL FEE		\$16,700.00
ADDITIONAL FEES (IF REQUIRED)		AS SPECIFIED
MEETINGS/HEARINGS/ADDITIONAL SERVICES		
Planning/Zoning Board Meetings		Hourly
Agency/Coordination Meetings		Hourly
Exhibits/Renderings/Meeting Preparation		Hourly

This Contract and Fee Schedule are based upon the acceptance of Petry Engineering's Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Meetings;
- Bid Assistance;
- Construction Administration, Construction Inspections, Construction Stake-Out, etc.;
- Post construction signal services, ordinance or certification preparation;
- Storm water Design;
- Permitting;
- Geotechnical and Structural Design;
- Intersection Lighting Design;



John Morgan, Director
City of Hoboken
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- Roadway Widening or Geometric Revisions;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished;
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Petry Traffic may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

No extra work will be performed without authorization from the City.

If you find this proposal acceptable, please forward a copy of the Resolution of Approval for this proposal to this office. This will constitute approval of the proposed work. We thank you very much for the opportunity to offer our services and look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this proposal, please feel free to contact me.



John Morgan, Director
City of Hoboken
August 3, 2016
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SECTION II – BUSINESS TERMS AND CONDITIONS

Petry Traffic LLC agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Petry Traffic LLC and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Petry Traffic LLC will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Petry Traffic LLC may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Petry Traffic LLC reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. **NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.**

3.0 INVOICES:

Petry Traffic LLC bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Petry Traffic LLC reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Petry Traffic LLC reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at **ONE AND ONE-HALF TIMES** our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Petry Traffic LLC are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Petry Traffic LLC for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Petry Traffic LLC bills are payable in full **UPON RECEIPT** and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Petry Traffic LLC reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Petry Traffic LLC. Petry Traffic LLC will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Petry Traffic LLC will withdraw all pending applications for the project.

5.0 RETAINER:

DELETED

6.0 RIGHT OF ENTRY/JBSITE:

Client will provide for right of entry for Petry Traffic LLC personnel and equipment necessary to complete our services. While Petry Traffic LLC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Petry Traffic LLC all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Petry Traffic LLC for proper performance of its services. Petry Traffic LLC shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Petry Traffic LLC assumes no responsibility or liability for their accuracy or completeness.

Petry Traffic LLC will not direct, supervise, or control the work of Client's contractors or their subcontractors. Petry Traffic LLC shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Petry Traffic LLC's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Petry Traffic LLC shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Petry Traffic LLC or its employees or subcontractors on a site shall imply that Petry Traffic LLC controls the operations of others, nor shall this be construed to be an acceptance by Petry Traffic LLC of any responsibility for jobsite safety.

Petry Traffic and Transportation Engineering
155 Passaic Avenue, Fairfield, New Jersey 07004
973-227-7005



7.0 UTILITIES:

In the execution of our services, Petry Traffic LLC will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Petry Traffic LLC harmless and defend and indemnify Petry Traffic LLC for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Petry Traffic LLC at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Petry Traffic LLC shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Petry Traffic LLC harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Petry Traffic LLC shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Petry Traffic LLC may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Petry Traffic LLC in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Petry Traffic LLC prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Petry Traffic LLC does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Petry Traffic LLC its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Petry Traffic LLC agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Petry Traffic LLC to the Client.

10.0 AGREED REMEDY:

Petry Traffic LLC shall be liable to the Client only for direct damages to the extent caused by Petry Traffic LLC's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL PETRY TRAFFIC LLC BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Petry Traffic LLC has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Petry Traffic LLC and Petry Traffic LLC's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Petry Traffic LLC's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Petry Traffic LLC under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Petry Traffic LLC's services in connection with the project shall not subject Petry Traffic LLC's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Petry Traffic LLC, a New Jersey corporation, and not against any of Petry Traffic LLC's employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Petry Traffic LLC harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Petry Traffic LLC.

12.0 INDEMNIFICATION:

Petry Traffic LLC shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Petry Traffic LLC and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Petry Traffic) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Petry Traffic or any claims against Petry Traffic arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Petry Traffic is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Petry Traffic from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Petry Traffic which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



John Morgan, Director
City of Hoboken
August 3, 2016
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To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Petry Traffic LLC. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Petry Traffic LLC of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Petry Traffic LLC. Petry Traffic LLC shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Petry Traffic LLC, increase Petry Traffic LLC's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Petry Traffic LLC, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Petry Traffic LLC. Petry Traffic LLC's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Petry Traffic LLC because of this Agreement of Petry Traffic LLC's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Petry Traffic LLC are and remain the property of Petry Traffic LLC as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Petry Traffic LLC's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Petry Traffic LLC, or for future modifications to this project, without Petry Traffic LLC's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Petry Traffic LLC will be at the Client's sole risk and without liability to Petry Traffic LLC or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Petry Traffic LLC from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Petry Traffic LLC shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Petry Traffic LLC makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Petry Traffic LLC and Petry Traffic LLC's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Petry Traffic LLC, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Petry Traffic LLC shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Petry Traffic LLC's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Petry Traffic LLC, could not have been reasonably foreseen and provided for, such delay will entitle Petry Traffic LLC to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Petry Traffic LLC will notify Client of particulars, and Client will pay for such increase. When such delays beyond Petry Traffic LLC's reasonable control occur, the Client agrees that Petry Traffic LLC shall not be responsible for damages, nor shall Petry Traffic LLC be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Petry Traffic LLC. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Petry Traffic LLC.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



2016 RATE SCHEDULE
 City of Hoboken, Hudson County, NJ
 RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2016

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Planning

Other Technical Services

- Environmental
- Regulatory Compliance
- Grants
- Recreation and Landscape Design
- Surveying

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Technical Director/Principal	165.00
Project Manager	150.00
Senior Project Specialist	145.00
Senior Technical Professional	140.00
Project Specialist	140.00
Senior Technical Specialist	135.00
Technical Professional	130.00
Senior Specialist	125.00
Technical Specialist	115.00
Specialist	105.00
Senior Data Technician	95.00
Senior Technical Assistant	80.00
Technical Assistant	70.00
Data Technician	60.00
Survey Crew – 2 Man	185.00
Survey Crew – 1 Man	140.00
Expert	225.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Cost Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*	0.56 / Per
Mile Plotting	3.50/Each
Computer Mylars / Color Plots	45.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.50/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	35.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%

* Mileage reimbursement subject to change based upon IRS standard mileage rate



John Morgan, Director
City of Hoboken
August 3, 2016
Page 11 of 11

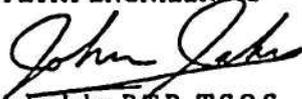
CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

_____	_____
Signature	Date
_____	_____
Printed Name	Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid until August 30, 2016

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,
PETRY ENGINEERING

John Jahr, P.T.P., T.S.O.S.
Principal
732-236-7557

JJJ

C:\Users\jjjahr\Desktop\madison-signal.docx

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

PETRY TRAFFIC LLC

ADDRESS:

155 PASSAIC AVENUE
FAIRFIELD NJ 07004-3561

EFFECTIVE DATE:

07/06/16

TRADE NAME:

SEQUENCE NUMBER:

2056101

ISSUANCE DATE:

07/06/16

James J. Fusco
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A 19:44A-20.7) are subject to the provisions of P.L 2005, c. 271, s.2 (N.J.S.A. 19:44A-20260). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

N.J.S.A 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20,26(b)] the contributor must be listed on the disclosure.

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

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

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclose able to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law: NOTE: This section does not apply to Board of Education contracts.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law: NOTE: This section does not apply to Board of Education contracts.

POLITICAL CONTRIBUTION DISCLOSURE FORM

PART II – CITY OF HOBOKEN DISCLOSURE LIST

Entity	Threshold Amount	Time Frame
Candidate of elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Candidate Committee of candidate to elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Joint Candidate Committee of candidates any of whom are running for elective municipal office in Hoboken	\$500.00	One year before contract execution through one year after contract completion
Any individual who currently holds an elective municipal office in Hoboken	\$300.00	One year before contract execution through one-year-after contract completion
Any Hudson County political Party committee	\$500.00	One year before contract execution through one year after contract completion
Any continuing political committee or political action committee that financially supports Hoboken or Hudson County candidates	\$500.00	One year before contract execution through one year after contract completion
Combined Total of All Contributions Regulated (above)	\$2500.00	One year before contract execution through one year after contract completion

STOCKHOLDER/INTEREST HOLDER DISCLOSURE CERTIFICATION

Name of Business: Petry Traffic, LLC

I certify that the list below contains the names and home addresses of all stockholders and/or interest holders which hold 10% or more of the issued and outstanding stock of the undersigned

OR

I certify that no one stockholder and/or interest holder owns 10% or more of the issued and outstanding stock and/or interests of the undersigned

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership
Partnership | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders / Interest Holders:

Name: John J. Jahr	Name: J. Michael Petry
Home Address: 5 Pitcairn Drive, Roseland, NJ 07068	Home Address: 55 Schindler Way, Fairfield, NJ 07004
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me on this 16 day of August, 2016
 (Notary Public) Nancy S. Petry
 My commission expires _____

J. Michael Petry
 (Affiant)
 J. Michael Petry, Managing Member
 (Print name & title of affiant)



NANCY S. PETRY
NOTARY PUBLIC OF NEW JERSEY
ID # 50036877
My Commission Expires 4/20/2021

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes

and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C 17:27.

Pursuant to New Jersey Executive Order No. 151, of Friday, August 28, 2009 contractors should be advised of the following:

It is the policy of the City of Hoboken that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the City of Hoboken to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the City of Hoboken'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 City of Hoboken's contract with the contractor. Payment may be withheld from a contractor's for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but not limited to:

- 1.) 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.giv/JobCentralNJ>
- 2.) The Contractor shall keep specific records of its efforts, including specific numbers of minorities and women
- 3.) The contractor shall actively solicit and shall provide the City of Hoboken with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
- 4.) The Contractor shall provide evidence of efforts described at 2 above to the City of Hoboken no less frequently than once every 12 months.
- 5.) The Contractor shall comply with the requirements set forth at N.J.A.C 17:27

To ensure successful implementation of the Executive Order, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

If you have any questions or require additional information, please contact the Division at 609-292-5473.

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A,B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by the union which provides evidence, in accordance with standards prescribed by a Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27- 7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended

from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals.

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C 17:27-5.3, of its workforce needs, and request referral of minority and women workers.
- (2) To notify any minority and woman workers who have been listed with it as awaiting available vacancies.
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and woman workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement and arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statues and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A 10:5-31 et. Seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor.

I. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral

agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- II. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- III. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or of the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its file, and send a copy to the public agency compliance officer and to the Division

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract on forms made available by the Division and submitted promptly to the Division upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an official project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Pursuant to New Jersey Executive Order No. 151, of Friday, August 28, 2009 contractors should be advised of the following:

It is the policy of the City of Hoboken that its contracts should create a workforce that reflects the diversity of the State of New Jersey Therefore, contractors engaged by the City of Hoboken to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women

The contractor must demonstrate to the City of Hoboken'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 City of Hoboken's contract with the contractor. Payment may be withheld from a contractor's for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but not limited to:

- 6.) 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>;
- 7.) The contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including specific numbers of minorities and women.
- 8.) The contractor shall actively solicit and shall provide the City of Hoboken with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electric media; and
- 9.) The Contractor shall provide evidence of efforts described at 2 above to the City of Hoboken no less frequently than once every 12 months
- 10.)The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27

To ensure successful implementation of the Executive Order, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

If you have any questions or require additional information, please contact the Division at 609-292-5473.

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS
STATE TAX COURT**

WHEREAS, an overpayment of taxes has been made on property listed below; and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refund be made;

**NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury
made payable to the following totaling \$973.05**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
BEATTIE PADOVANO LLC 50 CHESTNUT RIDGE ROAD, SUITE 208 P.O. BOX 244 MONTVALE, NJ 07645-0244	203/16	416 WASHINGTON ST	2015	\$973.05

Meeting date: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Brian Aloia
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 Giattino				

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made;

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **\$9,806.03**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Michael J. Small 415 Newark Street #2A Hoboken, NJ 07030	2/5/CUL09	415 Newark St	3/16	\$ 120.38
Alfred & Harriette Fields 1125 Maxwell Lane #300 Hoboken, NJ 07030	261.03/1/C0300	1125 Maxwell Lane	4/15	\$8,101.31
Alfred & Harriette Fields 1125 Maxwell Lane #300 Hoboken, NJ 07030	261.03/1/CP355	1125 Maxwell Lane	3/15	\$ 137.03
Park Avenue Title Agency 290 Route 22 West 1 st Floor Green Brook, NJ 08812	91/1.02/C0509	812 Grand St	3/16	\$1,447.31

Meeting date: September 7, 2016

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Brian Aloia
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 Giattino				

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular and Special meeting of the City Council of **June 15, 2016** 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: September 7, 2016

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				

SPONSORED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE RESURFACING OF VARIOUS STREETS AND IMPROVEMENTS TO VARIOUS INTERSECTIONS IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$1,375,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,306,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is \$1,375,000;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$1,306,000; and
- (c) a down payment in the amount of \$69,000 for the purposes stated in Section 7 hereof is currently available in the City's Capital Improvement Fund in accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

Section 3. The sum of \$1,306,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$69,000, which amount represents the required down payment, is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the City in an amount not to exceed \$1,306,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the City in an amount not to exceed \$1,306,000 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A.* 40A:2-20, shall not exceed the sum of \$325,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated cost of said purposes; the amount of down payment for said purposes; the maximum amount of obligations to be issued for said purposes and the period of usefulness of said purposes within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Resurfacing of Various Streets and Roads and Improvements to Various Intersections in the City including, but not limited to, the Acquisition and Installation of Traffic Signalization Equipment on Jackson Street, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$1,375,000	\$69,000	\$1,306,000	10 years

Section 8. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 9. The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A.* 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$1,306,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this

Bond Ordinance, 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 11. The applicable Capital Budget of the City is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 12. The City hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

Section 13. The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 14. The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 15. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 16. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: September 7, 2016

Introduction:

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				

Final Reading:

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 as to Legal Form:

 Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

Notice of Pending Bond Ordinance and Summary

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on September 7, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on _____, 2016 at _____ o'clock __M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE RESURFACING OF VARIOUS STREETS AND IMPROVEMENTS TO VARIOUS INTERSECTIONS IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$1,375,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,306,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Resurfacing of Various Streets and Roads and Improvements to Various Intersections in the City including, but not limited to, the Acquisition and Installation of Traffic Signalization Equipment on Jackson Street, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$1,375,000	\$69,000	\$1,306,000	10 years

Appropriation:	\$1,375,000
Bonds/Notes Authorized:	\$1,306,000
Grants/Other Funds Appropriated:	\$0
Section 20 Costs:	\$325,000
Useful Life:	10.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to *N.J.S.A. 40A:2-17*.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on _____, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE RESURFACING OF VARIOUS STREETS AND IMPROVEMENTS TO VARIOUS INTERSECTIONS IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$1,375,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,306,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Resurfacing of Various Streets and Roads and Improvements to Various Intersections in the City including, but not limited to, the Acquisition and Installation of Traffic Signalization Equipment on Jackson Street, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$1,375,000	\$69,000	\$1,306,000	10 years

Appropriation:	\$1,375,000
Bonds/Notes Authorized:	\$1,306,000
Grants/Other Funds Appropriated:	\$0
Section 20 Costs:	\$325,000
Useful Life:	10.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to *N.J.S.A. 40A:2-17*.

[ress here to Email the SDS if not using Microsoft outlook when complete](#)

Department of Community Affairs Supplemental Debt Statement

0905 **0905 Hoboken City - County of Hudson** Prepared as of: **7-Sep-2016**

Budget Year Ending: 12/31/2016 (Month-DD)	2016 (year)
Name: George De Stefano	Phone: 201-420-2028
Title: CFO	Fax: 201-420-2019
Address: City of Hoboken	Email: gdestefano@hobokennj.gov
94 Washington Street	CFO Cert #: N0362
Hoboken NJ 07030	

George De Stefano, Being duly sworn, deposes and says: Deponent is the Chief Financial Officer of the 0905 Hoboken City - County of Hudson here and in the statement hereinafter mentioned called the local unit. The Supplemental Debt Statement annexed hereto and hereby made a part hereof is a true statement of the debt condition of the local unit as of the date therein stated and is computed as provided by the Local Bond Law of New Jersey.

By checking this box, I am swearing that the above statement is true. (The Email function will not work until you acknowledge the above statement as true)

	Net Debt as per Annual Debt Statement	Decrease (Since December 31, last past)	Increase	Net Debt
Bonds and Notes for School Purposes	\$ -	\$ -	\$ -	\$ -
Bonds and Notes for Self Liquidating Purposes	\$ -	\$ -	\$ -	\$ -
Other Bonds and Notes	\$ 133,794,851.86	\$ 5,566,882.72	\$ 20,459,500.00	\$ 148,687,469.14

Net Debt at the time of this statement is..... \$ 148,687,469.14

The amounts and purposes separately itemized of the obligations about to be authorized, and any deductions which may be made on account of each such item are: (see Note "C" below)

Bond Ordinance	Purposes	Amount	Deduction	Net
	Resurfacing Various Streets and Improvements to Various Intersections	\$ 1,306,000.00	\$ -	\$ 1,306,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ 1,306,000.00	\$ -	\$ 1,306,000.00

The net debt of the local unit determined by the addition of the net debt amounts stated in items 2 and 3 above is: \$ 149,993,469.14

Equalized valuation basis (the average of the equalized valuations of real estate, including improvements and the assessed valuation of class II railroad property of the local unit for the last 3 preceding years) as stated in the Annual Debt Statement or the revision thereof last filed.

	<u>Year</u>		
(1)	2013	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ <u>11,097,012,867.00</u>
(2)	2014	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ <u>12,425,885,205.00</u>
(3)	2015	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ <u>13,251,581,393.00</u>
		Equalized Valuation Basis - Average of (1), (2) and (3).....	\$ <u>12,258,159,821.67</u>

Net Debt (Line 4 above) expressed as a percentage of such equalized valuation basis (Line 6 above) is: 1.224%

NOTES

- A If authorization of bonds or notes is permitted by an exception to the debt limit, specify the particular paragraph of NJSA 40A:2-7 or other section of law providing such exception.
- B This form is also to be used in the bonding of separate (not Type I) school districts as required by NJSA 18A:24-16, and filed before the school district election. In such case pages 4, 5 and 6 should be completed to set forth the computation supporting any deduction in line 3 above.
- C Only the account of bonds or notes about to be authorized should be entered. The amount of the "down payment" provided in the bond ordinance should not be included nor shown as a deduction.

SPONSORED BY: Giattino
SECONDED BY: Fisher

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT § 190-28 OF THE
CODE OF THE CITY OF HOBOKEN ENTITLED “ALTERNATE
PARKING LOCATIONS”

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY
ORDAIN AS FOLLOWS:

Section 1: The following additions and ~~deletions~~ shall be made to Hoboken City Code § 190-28 to read as follows:

A.

~~In accordance with the provisions of this § 190-28, Except for authorized vehicles parked in a marked handicapped parking space as delineated in § 192-4A, no person shall park or stand a vehicle between the hours specified upon any of the described streets or parts of streets for the times indicated herein and made part of this chapter:~~

~~*At any and all locations herein which are asterisked, alternate street parking in accordance with Hoboken City Code § 190-28A shall only be enforced against vehicles legally parked in an authorized restricted parking space codified under Hoboken Code § 192-1 on Wednesdays during the times listed herein for said location; enforcement of Hoboken Code § 190-28A shall be prohibited against such vehicles on any day other than Wednesdays at the times listed herein.^(H)~~

B.

~~Nothing in this Article shall be construed to exempt any vehicles from the provisions of § 190-36 through § 190-39 regarding parking for snowplowing and snow removal.~~

Section 2: This ordinance shall be part of the General Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall take effect as provided by law.

Date of Introduction: September 7, 2016

Introduction:

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				

Final Reading:

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 as to Legal Form:

Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of ____, 2016

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of ____, 2016

Dawn Zimmer, Mayor

SPONSORED BY: DeFusco
SECONDED BY: Bhalla

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT § 196-31 OF THE
CODE OF THE CITY OF HOBOKEN ENTITLED “SIGNS AND
SIGNAGE”

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY
ORDAIN AS FOLLOWS:

Section 1: The following additions and ~~deletions~~ shall be made to Hoboken City Code §196-31(C)(2)(g) to read as follows:

(g) Feather flags, except when the property is a business establishment in a zone where commercial and retail are permitted uses, and exterior signage equal to ten percent (10%) of the storefront is not permitted pursuant to landlord or condominium association prohibition, and the property has no more than two (2) street-facing windows, not inclusive of doorway or transom, with total display area totaling less than ten (10) square feet. In the situations where feather flags are permitted pursuant to this exception, said signs shall:

- i. Be displayed only on the business premises; and,
- ii. Be limited to one (1) per business; and,
- iii. Pertain to the business on the premises; and,
- iv. Be displayed only during hours of operation; and,
- v. Be placed in a manner so as to ensure pedestrian safety; and,
- vi. Not block, impede or in any other manner interfere with the pedestrian walkway; and,
- vii. Not be more than twelve (12) feet long, or greater than thirty-six (36) inches in width; and,
- viii. Not block any windows or doors; and,
- ix. Be secured in a manner that prevents displacement from the wind.

Section 2: This ordinance shall be part of the General Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall take effect as provided by law.

Date of Introduction: September 7, 2016

Introduction:

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				

Final Reading:

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 as to Legal Form:

 Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

SPONSORED BY: Doyle
SECONDED BY: Russo

CITY OF HOBOKEN
ORDINANCE NO.: _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF HOBOKEN, CHAPTER 68, ENTITLED “ALCOHOLIC BEVERAGES,” SPECIFICALLY TO REMOVE § 68-7 THE “FIVE-HUNDRED-FOOT RULE.”

WHEREAS, the City has prohibited the granting of any request to transfer or establish any business with a plenary retail consumption license within a distance of 500 feet from any other premises then covered by a plenary retail consumption license; and

WHEREAS, based upon changes in the business environment, and the growth and redevelopment of the City, the City does not believe that it is in the best interest to continue this prohibition.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, that the Code of the City of Hoboken is hereby amended by ~~removing~~ and adding language to § 68-7 as follows:

Section One:

- ~~A. No plenary retail consumption license, except renewals for the same licensed premises and transfers of license from person to person within the same premises, shall be granted or transfer made to other premises within a distance of 500 feet from any other premises then covered by a plenary retail consumption license. There shall be no exceptions to this restriction. Should a license held by a restaurant be transferred to another location for use as a tavern, the restriction promulgated herein shall apply.~~
- ~~B. No plenary retail distribution license, except renewals for the same premises and transfers from person to person, shall be granted or transfer made to other premises within a distance of 500 feet from any other premises then covered by a plenary distribution license.~~
- ~~C. Where the five hundred foot distance is referred to in this section, the same shall be measured by a distance from the center of the entrance door of an existing tavern to the center of the entrance door of a proposed licensed premises as measured by walking along the sidewalk from point to point without any diagonal crossing of streets. If it is necessary to cross a street, such steps are to be taken at the lawful crosswalks in a direct manner. The local license issuing authority may, in its discretion, grant a transfer of an existing license to the same licensee to other premises within 250 feet of the premises from which the transfer is made, notwithstanding that the premises to which the license is so transferred is within 500 feet of an existing plenary retail consumption licensed premises, and grant~~

~~transfer of such license free of such five hundred foot limitation herein fixed in the event of any licensed premises being taken by condemnation for any municipal, county, state or federal project; provided, nevertheless, that the new location to which the license is to be transferred under this exception shall not be located within a distance of 250 feet of a then-existing location licensed to do business under a like license as the one being transferred. Said two hundred fifty foot distance shall be measured in the same manner as herein provided for the measuring of the five hundred foot distance. In the event that any transfer of a license should be allowed under this exception, then and in that event no license shall thereafter be transferred to the premises or any part thereof so vacated by such transfer, nor within a radius of 250 feet thereof; provided, however, that all other provisions of this chapter and applicable law relating thereto are complied with.~~

~~D. "Restaurant," as defined in this section, shall mean an establishment regularly and principally used for the purpose of providing meals to the public, having an adequate kitchen and dining room equipped for the preparing, cooking and serving of food for its customers and in which no other business, except such as is incidental to such establishment, is conducted and where such premises shall conform to local and state fire and health codes.~~

~~E. This section shall not apply to the Southern Redevelopment Area as defined in Ordinance R-116, passed at the third and final reading on March 15, 1995. However, in said area, the number of retail consumption licenses shall be limited to seven.~~

The remainder of this chapter remains unchanged.

Section Two: Repeal of Inconsistent Provisions

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect. This Ordinance shall also supersede any inconsistent provisions contained in any resolution or ordinance previously adopted by the Hoboken City Council.

Section Three: Severability

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section Four: Effective Date

This Ordinance shall take effect upon passage and publication as provided by law.

Section Five: Codification

This Ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: August 3, 2016.

Introduction:

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				

Final Reading:

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 as to Legal Form:

Vetoed by the Mayor for the following reasons:

_____, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ___ Yeas to ___ Nays
On the ___ day of ___, 2016

-or-
 Approved by the Mayor
On the ___ day of ___, 2016

James Farina, City Clerk

Dawn Zimmer, Mayor

SPONSORED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
ORDINANCE NO. _____**

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE
CITY OF HOBOKEN CHAPTER 190 "VEHICLES AND TRAFFIC"
ARTICLE XVI § 190-28 ENTITLED "ALTERNATE PARKING
LOCATIONS" TO CHANGE THE TIME FOR STREET CLEANING ON
OBSERVER HIGHWAY SOUTH ON FRIDAYS**

**THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY
ORDAIN AS FOLLOWS:**

Section 1: The following additions and ~~deletions~~ shall be made to Hoboken City Code § 190-28 to read as follows:

Observer Highway	Both	Thursday/ 11:00 a.m. to 12:00 noon	Jefferson Street to Monroe Street
Observer Highway [Amended 2-3-2016 by Ord. No. Z-394]	<u>Both</u> North	Friday/ 11:00 a.m. to 12:00 noon	Hudson Street to Henderson Street
Observer Highway [Added 2-3-2016 by Ord. No. Z- 394]	South	Friday/ 1:00 p.m. to 2:00 p.m.	Hudson Street to Henderson Street

The remainder of this chapter remains unchanged.

Section 2: This ordinance shall be part of the General Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall take effect as provided by law.

Date of Introduction: September 7, 2016

Introduction:

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				

Final Reading:

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 as to Legal Form:

 Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

Sponsored by: Cunningham

Seconded by: Doyle

City of Hoboken

Ordinance No.: _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF
HOBOKEN ADDING NEW CHAPTER ____ - BUILDING DEMOLITION**

WHEREAS, the City Council and Mayor of the City of Hoboken wish to safeguard the cultural and historic heritage of the City of Hoboken by preserving resources that reflect its architectural and historical past; and

WHEREAS, the City Council and Mayor of the City of Hoboken wish to encourage the continued use and adaptation of historical buildings and to prevent the unnecessary demolition of historical resources; and

WHEREAS, the City Council and Mayor of the City of Hoboken wish to ensure the safety and preservation of structures adjacent to structures that are proposed to be demolished.

Now **THEREFORE**, be it ordained by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

SECTION ONE: ADOPTION

The following shall be adopted and made a part of the Code of the City of Hoboken:

Chapter ____ - BUILDING DEMOLITION

§____-1 Purpose.

The purpose of this chapter is to:

- A. Safeguard the cultural and historical heritage of the City of Hoboken by preserving resources that reflect elements of its architectural, and historical heritage;
- B. Encourage the continued use and adaptation of historical buildings and to prevent the unnecessary demolition of historic resources; and
- C. Ensure the safety and preservation of structures immediately adjacent to a structure proposed for demolition.

§____-2 Lands and structures to which this chapter applies.

This chapter shall apply to:

- A. All properties located in Residential (R) Zones and the Central Business District (CBD) as identified on the Zoning Map of the City of Hoboken;
- B. All applications for demolition under the Uniform Construction Code (N.J.A.C. 5:23 et seq.) for structures that contain residential use;
- C. All applications for demolition under the Uniform Construction Code for structures that share a property line with another building containing residential use; and

- D. All applications for partial demolition of a structure under the Uniform Construction Code or Rehabilitation Subcode (N.J.A.C. 5:23-6) that include removal of or substantial deconstruction of the front façade. If the front façade of a partial demolition is to be preserved and shall remain unaltered, the structure shall not be subject to historic preservation review, however, the applicant for such partial demolition shall nevertheless be required to provide an engineering report as set forth in section 4.b.(6) below, outlining the measures to be taken to stabilize and preserve the façade during partial demolition and rehabilitation, and any other structural evaluations deemed necessary, by the Construction Code Official or City Engineer, to assure the safety and preservation of the immediately adjacent structures.

§__-3 Exemptions.

- A. A structure, or portion thereof, to which this Chapter would otherwise apply, that is identified by the City Building Inspector as unsafe or unsound so as to pose an immediate danger to public health or safety shall be exempt from the procedures set forth in this chapter. Upon identification of such an unsafe structure, the City Building Inspector shall so notify the Mayor, City Council and Historic Preservation Commission of the need for imminent demolition and provide a brief summary of the perceived public hazard.
- B. Nothing in this section shall be construed to limit in any way the power of the City of Hoboken to define and declare nuisances and to cause their removal or abatement, by summary proceedings or otherwise, nor is any provision of this Ordinance intended to limit the authority of the Construction Official under the State Uniform Construction Code Act, L. 1975, c. 217 (N.J.S.A. 52:27D-119 et seq.) or any rules or regulations adopted thereunder.
- C. Any building or buildings, or parts thereof, that have come into a state of disrepair through neglect, lack of maintenance or use, fire, accident or other calamities or through any other act rendering the building or buildings, or parts thereof, in a state of disrepair to the extent that the building is unfit for human habitation or occupancy or use, shall be deemed inimical to the welfare of the residents of the City of Hoboken, and a Construction Official appointed pursuant to the provisions of L. 1942, c. 112 (N.J.S.A. 40:48-2.3 et seq.) may exercise his or her powers to repair or demolish the building or buildings, or parts thereof, pursuant to the provisions of Section 5 of L. 1992, c. 89 (N.J.S.A. 40:48-2.5(b)) and shall be exempt from the procedures set forth in this chapter.

§__-4 Permit procedure.

- A. No person shall be issued a permit to demolish any building or partially demolish the front façade of any building or structure to which this Chapter applies unless said demolition or partial demolition is recommended by the Historic Preservation Commission or approved by the Zoning Board of Adjustment or Planning Board.
- B. An application for demolition shall include, at minimum, the following:
- (1) A map showing the location of the structure on its property with reference to neighboring properties;
 - (2) Photographs of all street façade elevations on that block frontage;
 - (3) A description of the subject structure, including the method and materials of construction, the condition, and an estimate of the cost of the proposed repairs or renovation;
 - (4) The reason for the proposed demolition and data supporting the reason, including, where applicable, data sufficient to establish any economic justification for demolition;
 - (5) A description of the proposed reuse of the property on which the subject structure is located;

- (6) A report, prepared by a professional engineer licensed in the State of New Jersey, on the subject structure and the buildings immediately adjacent to the subject structure that includes, but is not limited to, an evaluation of the foundations, footings, façades, and other structural elements of each building, and recommendations for assuring the safety and stability of the adjoining structures and any portions of the subject building to be retained in the case of partial demolition; and
 - (7) Other documents specified by the checklist for a complete application.
- C. Unless an applicant has otherwise applied for relief from the Zoning Board of Adjustment or the Planning Board for the proposed activities necessitating demolition or partial demolition, an application for demolition or partial demolition shall be submitted directly to the Historic Preservation Commission on the standard form available in the office of the Historic Preservation Commission. A complete application shall include the application form, the checklist, all documents set forth on the checklist, and the application and escrow fees. Within 10 business days of the submission, the Commission Secretary, in consultation with the Administrative Officer, shall either certify the application as complete and the applicant shall be so notified, or if the application is found to be incomplete shall provide written notice of the deficiency to the applicant.
 - D. After certification that an application is complete, the Historic Preservation Commission shall hold a public hearing on the application and, pursuant to the review criteria set forth in §42-27 of the City of Hoboken municipal code, shall issue its findings and decision within 60 days. Public notice shall be given by the applicant in accordance with the notice provision set forth in §44-307 of the City of Hoboken municipal code.
 - E. If the Historic Preservation Commission concludes that the structure need not be preserved or fails to file its findings and recommendation within 60 days, the Construction Official may issue a demolition permit.
 - F. When demolition or partial demolition is proposed in conjunction with an application for development before the Zoning Board of Adjustment or Planning Board, the relevant reviewing board shall assume jurisdiction for approving demolition, and the time of decision for the approval shall be that of the associated application for development. The relevant reviewing board shall apply the same review criteria for demolition or partial demolition as set forth in §42-27 of the City of Hoboken municipal code. The relevant reviewing board may also, at its discretion, refer an application to the Historic Preservation Commission, pursuant to §44-304, for its recommendations.
 - G. If the Historic Preservation Commission concludes that the subject structure should be preserved and it files its findings and recommendation within the required 60 day period, the applicant may appeal the findings and recommendation to the Zoning Board of Adjustment in accordance with the Municipal Land Use Law (N.J.S.J. 40-55D et seq.). Following a determination on appeal from the Zoning Board of Adjustment, the applicant may bring any further appeal to the appropriate court of competent jurisdiction.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences,

clauses and phrases of this Ordinance, but shall remaining in effect; is the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction:

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				

Date of Final Reading:

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 as to Legal Form:

 Brian Aloia, Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____ 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons:

-or-

Approved by the Mayor
 On the ____ day of _____ 2016

 Dawn Zimmer, Mayor