Introduced by: Peter Cunningham
Seconded by: Jen Giattino

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION DECLARING AN EMERGENCY PURSUANT TO N.J.S.A. 40:69A-181(B) AND MAKING IMMEDIATELY EFFECTIVE PROPOSED ORDINANCE Z-378 ENTITLED "AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE OF AN EASEMENT FROM DELAWARE DELTA FOR A PUBLIC PARK AND/OR PUBLIC PLAYGROUND AT FIRST AND JACKSON" IMMEDIATELY

WHEREAS, for the protection of the City's legal position in the underlying litigation, in which a final determination has been ordered on or before November 2, 2015, the City Council hereby authorizes immediate enforcement of Ordinance Z-378 in accordance with N.J.S.A. 40:69A-181(b) and further determines and declares that said Ordinance be and the same is hereby effective immediately and not 20 days after its final passage by the City Council as otherwise required under N.J.S.A. 40:69A-181(b).

NOW THEREFORE, BE IT RESOLVED (***not less than two thirds of the whole council voting affirmatively***) that the City Council hereby authorizes immediate enforcement of Ordinance Z—378 in accordance with N.J.S.A. 40:69A-181(b) and further determines and declares that said Ordinance be and the same is hereby effective immediately and not 20 days after its final passage by the City Council as otherwise required under N.J.S.A. 40:69A-181(b).

BE IT FURTHER RESOLVED, The City Clerk and all other municipal officers are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and the City Clerk for action 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: October 21, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo, Esq.
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

James J. Farrin

CITY CLERK

2

Introduced by: Peter Cunningham
Seconded by: Jim Doyle

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED SETTLEMENT AGREEMENT WITH LANDICO REALTY INC. AND DELAWARE DELTA LLC WITH REGARDS TO THE MATTER KNOWN AS IMO SPECIAL RULING FOR LANDICO REALTY INC. T/A NARDINES RESTAURANT (LICENSE NO. 0905-33-081-003, OAL DOCKET NOS. ABC-13574-2010N AND ABC-02989-2013N

BE IT RESOLVED, that the City Council of the City of Hoboken (the "City") hereby approves the attached Settlement Agreement between the City, the Landico Realty and Delaware Delta LLC; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the execution of the attached agreement by the Mayor concurrent with the execution and recording of the Easement Agreement pursuant to Ordinance Z-378; and,

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement, as attached or in similar form without substantive changes, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

Meeting date: October 21, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa Longo
Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
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

James J. Farrin
CITY CLERK

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASES

This SETTLEMENT AGREEMENT WITH MUTUAL GENERAL RELEASES (the "Agreement") is entered into by and among the CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY (On Behalf of the General Public, the City Governance, and the Hoboken Alcohol Beverage Control Board), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as HOBOKEN), Landico Realty t/a Nardine's Restaurant, whose address is 2724 Kennedy Blvd. Jersey City, New Jersey 07306 (hereinafter referred to as LANDICO), and Delaware Delta, LLC, whose address is 2734 John F. Kennedy Blvd., Jersey City, NJ 07306 (hereinafter referred to as DELTA), collectively referred to as the "PARTIES".

WHEREAS, the matter for which this Agreement is entered is captioned In the Matter of Special Ruling for Landico Realty, Inc. t/a/ Nardine's Restaurant (License No. 0905-33-081-003 "License") OAL Docket No. ABC-13574-2010N and ABC-02989-2013N (hereinafter "Administrative Proceedings" or "Proceedings"), which is between Hoboken as Respondent and Landico as Appellant. Delta, as a third party to this Agreement, has accepted obligations relating to this Agreement for the benefit of Landico.

WHEREAS, Hoboken, Landico and Delta have reached an arrangement, as described herein, that fully resolves any and all disputes between the Parties pertaining to the Administrative Proceedings, and all claims asserted or which could have been asserted in the Administrative Proceedings against any Party or any of its principals through the date of this Agreement, and wish to reduce their Agreement to writing; and

WHEREAS, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Settlement Executed by Consent of the Parties: This Agreement settles all matter relating to the Proceedings as follows:

   a. Hoboken shall withdraw all of its pleadings and shall dismiss all of its claims and/or objections relating to the Administrative Proceedings against Landico via a Consent Order;
   b. Hoboken shall allow for the renewal of the License;
   c. Hoboken shall agree to permit a third party buyer of the License, outside of the third line of consanguinity to any member of the Zaklama family having an interest in Landico Realty, pursuant to an existing Contract for Sale which is attached hereto as Schedule A to have said license transferred to them, upon full execution of this agreement in their proposed place of business, at a location other than First Street and Jackson Street, subject to submission of all necessary and appropriate paperwork to the Alcohol Beverage Control Board of the City and the State Division of Alcohol Beverage Control subject to seller and buyer's compliance with all applicable laws, and to submission by seller and buyer of all necessary forms and paperwork to the local Alcohol Beverage Control Board and State Division of Alcohol Beverage Control, and compliance of which shall be the sole responsibility of Landico;

d. Delaware Delta, LLC shall grant Hoboken a public park easement upon 651 First Street, Hoboken, NJ 07030 (Block 13/Lot 15) and 90 Jackson Street, Hoboken, NJ 07030 (Block 13/Lot 16) (Referred to as the "Premises") on behalf of Landico Realty t/a Nardine's Restaurant. This public park easement shall be subject to a mutually negotiated Easement Agreement executed by the Parties and incorporated by reference herein, and attached hereto as Schedule B. The within Settlement Agreement shall only become binding and enforceable against the Parties upon full and final execution of the Easement Agreement described herein. If either instrument remains unexecuted, for any reason, this Agreement shall be unenforceable against all Parties.

e. Hoboken acknowledges that any and all outstanding debts owed against the Properties described herein to the City as of the date of this Agreement have either been levied against the Properties, or are hereby waived, and Hoboken shall cancel and remove all municipally owned liens levied on the Premises held by Hoboken as of the date of this Agreement. Any and all taxes or other third party liens due, owing or outstanding against the Premises shall remain the sole responsibility of Delta, as the property owner, and Delta and Landico agree that such taxes and other third party liens which may exist and/or be owing against the Premises during the term of the easement shall not affect Hoboken's quiet enjoyment of its easement rights;

f. Landico and Delta agree to demolish the remaining structures on the property known as 609-615 First Street, Hoboken (Block 15 / Lot 12) within six (6) months, pursuant to the terms of the Easement Agreement.

g. Hoboken shall use the Premises to develop a public park area only, in accordance with the terms and limitations of the Easement Agreement, to enhance the serenity and open space of the city.

h. Hoboken shall assume all carrying costs associated with debt payment in addition to the maintenance and security expenses associated with the use of the easement;

i. Hoboken shall fully indemnify Landico and Delta against any and all liability resulting from their use of the easement, during the term of the easement pursuant to the Easement Agreement;

j. Landico and Delta shall reimburse Hoboken for all costs incurred during the initial development phase of the easement, including without limitation the environmental costs to bring the Premises in compliance with environmental regulations, and said reimbursement by Landico and Delta shall be deferred as a lien against the Premises which shall become payable in accordance with the terms set forth in the Easement Agreement.

2. Default: Default shall occur in the event that any Party is deemed to have breached a mutually agreed terms as set forth in this Settlement Agreement. In the event that a beach shall occur (default under this Settlement Agreement shall commence only after (1) notice is sent by the non-breaching Party via certified

and regular mail to the address(es) set forth herein). Thereafter, the Party in default shall have ten (10) business days to cure said breach. In the event that the Party in default fails or refuses to cure said breach after the ten (10) business days have elapsed, the non-breaching Party may: (a) seek specific performance from the other Party as to its obligations set forth herein in a court of competent jurisdiction, or (b) terminate the Agreement, thereupon becoming immediately entitled to all available remedies as set forth herein, or (c) exercise any right or remedy provided by law or in equity. All remedies shall be considered cumulative and shall not be mutually exclusive.

3. Further Assurances: Each of the Parties, from time to time, at the request of the other, shall execute, acknowledge and deliver to the other any and all further instruments and take such steps as may reasonably be required to give full force and effect to the provisions of this Agreement.

4. Dismissal with Prejudice: Upon execution of this Agreement, and the contemporaneous execution of the Easement Agreement, the Parties shall each take any and all necessary actions on their part to dismiss with prejudice the Administrative Proceedings with each Party independently bearing all of its own costs and attorneys' fees. Notwithstanding this, however, the Parties agree that the Court retains jurisdiction, in addition to any other court of competent jurisdiction within the State of New Jersey Court System, according to applicable law, to enforce this Agreement in accordance with the terms set forth herein. Hoboken shall file a Consent Order stipulating dismissal of all proceedings with prejudice with the Court in addition to filing, if required, Warranty to Satisfy Judgment as to any applicable outstanding liens or levies attached to the Premises. In exchange, Delta and Landico shall file and record, or take any and all necessary steps to assist Hoboken in properly filing and recording, the Easement Agreement with the Hudson County Clerk in accordance with applicable recordation laws.

5. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties, as well as their respective directors, officers, shareholders, employees, consultants, counsel, representatives, agents, subagents, successors, guarantors, parent corporations, predecessor and/or successor entities or corporations, principals, members, affiliates, heirs, assigns, and estate representatives.

6. Compromise of Disputed Claims: The acceptance of the consideration recited herein and the Parties' execution of this Agreement is in settlement and compromise of disputed claims. The Parties acknowledge that this is strictly a compromise of disputed claims and that in the event the action was not settled, certain protracted and complex litigation would continue. This settlement shall in no way be construed or interpreted as an admission of liability or guilt by any of the Parties, and this settlement shall not constitute and may not be utilized as precedent for any future proceedings between the Parties or otherwise.

7. Entire Agreement: The Parties incorporate by reference the Easement Agreement (attached as Schedule B) entered into between the Parties and executed

contemporaneously with this Agreement, as the basis of the entire Agreement between the Parties.

8. Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of Hudson, State of New Jersey or another location mutually agreeable to the Parties. Arbitration shall be conducted by a mutually agreed upon arbitrator as per the AAA.

9. Partial Invalidity/Severability: The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of this Agreement, the Schedules incorporated into this Agreement, or the remainder of such invalidated provision. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable

10. Amendments: This Agreement shall not be altered, changed or modified except in writing and signed by each party.

11. Waiver of Breach: The waiver by any party hereto of a breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach.

12. Construction: The Parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, that they have reviewed this Agreement with their counsel and that they fully understand the terms of this Agreement and the consequences thereof. The Parties further acknowledge that counsel for each of them has participated in the drafting of this Agreement and thus it is not to be interpreted for or against any Party as the drafter of the Agreement.

13. Titles and Headings: Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Agreement.

14. Notice: Notices as required by this Agreement shall be delivered by certified and regular mail as follows:

    a. To Landico:
       2734 John F. Kennedy Blvd.
       Jersey City, NJ 07306

    b. To Hoboken:
       Office of Corporation Counsel
       94 Washington Street
       Hoboken, New Jersey 07030

c. To Delta:
2734 John F. Kennedy Blvd.
Jersey City, NJ 07306

15. Authority: Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that this Agreement is binding upon the respective Parties. Each individual executing this Agreement understands and acknowledges that the other Parties hereto are relying on this representation.

16. Counterparts and Facsimiles: This Agreement may be executed in separate counterparts or multiple copies with the same effect as if all the parties hereto had signed a single copy hereof and each of said copies shall be deemed an original Agreement. Facsimile counterpart signatures shall be deemed sufficient for purposes of valid execution of this Agreement and shall not, in any way, affect the validity of this Agreement.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED ON THIS _____ DAY OF NOVEMBER, 2015.

For and on behalf of
LANDICO REALTY INC.
t/a NARDINE'S RESTAURANT et al

By: John Zaklama
Title: Manager
WITNESSED BY:

Aiman I. Ibrahim, Esq.
Date: September 29, 2015

OFFICIAL SEAL
AIMAN I. IBRAHIM, ESQ.
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires May 16, 2018

For and on behalf of

CITY OF HOBOKEN

_____

By: Dawn Zimmer

Title: Mayor, on behalf of the general public

WITNESSED BY:

_____

Date:

For and on behalf of

DELAWARE DELTA LLC

By: John Zaklama
Title: Manager
WITNESSED BY:

Aiman I. Ibrahim, Esq.
Date: September 29, 2015

OFFICIAL SEAL
AIMAN I. IBRAHIM, ESQ.
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires May 16, 2018

For and on behalf of

HOBOKEN ALCOHOL BEVERAGE CONTROL BOARD

By: Suzanne Hetman

Title: Board Secretary

WITNESSED BY:

Date:

Gov

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Department of the Treasury
P.O. Box 002

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Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution Accepting Hoboken

Resilient Building Design Guidelines

WHEREAS, the City of Hoboken received a "Post Sandy Planning Assistance Grant" from the New Jersey Department of Community Affairs to prepare planning documents, including design guidelines for the development, renovation and improvement of structures in the floodplain; and

WHEREAS, the City of Hoboken approved a professional service contract with Princeton Hydro, LLC to prepare said plans; and

WHEREAS, Princeton Hydro, LLC in conjunction with the Floodplain Administrator and municipal administration has drafted said planning documents, including the "Resilient Building Design Guidelines"; and

WHEREAS, the "Resilient Building Design Guidelines" are an illustrated and annotated guidebook prepared to advise architects, builders, contractors, property owners and other urban design professionals on various municipal, state and federal rules and regulations related to development within the special flood hazard area; and

WHEREAS, the "Resilient Building Design Guidelines" are not new rules, but illustrate existing codes and best practices to protect life, health and public safety; and

WHEREAS, the "Resilient Building Design Guidelines" were presented to the Hoboken municipal planning board on September 2, 2015; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally accepts the "Resilient Building Design Guidelines" for the aforementioned reasons.

Meeting date: October 21, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jennifer Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Bhalla	/			

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

James J. Farrin

CITY CLERK

Resilient Building Design Guidelines

October 19th 2015

Acknowledgments

Many thanks are due to the City of Hoboken's staff who have worked in cooperation with Princeton Hydro to produce these Resilient Building Design Guidelines. This project was funded in part by a New Jersey Department of Community Affairs grant obtained in 2014 by the City.
Special thanks to:

The Honorable Dawn Zimmer - Mayor
Stephen D. Marks, PP, AICP, CFM, LEED GA - Assistant Business Administrator
Brandy Forbes, AICP, PP - Community Development Director
Ann Holtzman, CFM - Zoning Officer and Flood Plain Administrator
Caleb D. Stratton, AICP - Principal Planner

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"If we are to learn anything from Superstorm Sandy, it is that the fabric of our city must be built back stronger and more resilient, and we must make smarter development choices."
Mayor Dawn Zimmer

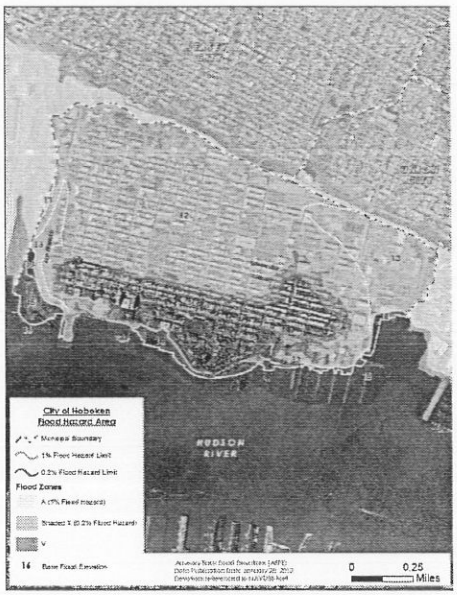
The City of Hoboken is a dense urban landscape of historic brownstones, mid-rise and high-rise residential and mixed-use buildings and ground-level retail establishments. The City's streets, sidewalks, trees, buildings and open spaces are intricately knit together into attractive neighborhoods and engaging streetscapes where shopping, dining and the daily necessities are just around the corner and generally located at grade level.

Severe coastal storms like Hurricane Sandy bring unprecedented flooding, massive evacuations, business interruptions and extensive property damage. Even infrequent repeat flooding can produce serious disruptions to the lives of residents, the operation of businesses and management of the City. All flooding can cause loss of life and property, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and reduction in property values.

However, Hurricane Sandy was not the only time the City has experienced flooding. Hoboken's 2.3 miles of coastal exposure and 94% impervious coverage makes the city particularly vulnerable to both frequent flooding and severe storm surges. Hoboken's relatively low ground elevation, limited infiltration potential and the City's aging combined sewer system all contribute to this situation. With the long-term impacts of climate change and sea level rise likely to cause more frequent flood events, the City must prepare a comprehensive land use policy, as well as specific site design guidance, that addresses these vulnerabilities.

Designing and building in dense, urban, flood-prone areas require special approaches and techniques to make sure residents and businesses experience minimal disruption and damage during and after a storm. Hoboken's Flood Damage Prevention Ordinance (Chapter 104), the City's Zoneing Code (Chapter 196), New Jersey's Uniform Construction Code (UCC), and International Building Codes (IBC) govern flood area construction. These laws, codes, and regulations determine the type of structures foundations and materials that are to be used to build resilient structures in flood prone areas.

Map of the City of Hoboken's Regulatory Flood Hazard Area



See page 44 for a full page map of the City's Flood Hazard Area.

Are you in the Special Flood Hazard Area (SFHA)?

Use the map on page 44 to determine if your property is within a regulated flood zone and what the base flood elevation is for that zone.

What is your Design Flood Elevation (DFE)?

DFE = BFE + Freeboard

The DFE is the elevation to which construction is regulated in the City of Hoboken. It is calculated by taking the base flood elevation on the Adopted Regulatory Flood Maps and adding required freeboard. Freeboard is a specified height above the anticipated flood elevation,that accounts for future conditions and limitations in estimating flood elevations. See page 44&45 for the regulatory flood map to identify the DFE for your property.

Using these Guidelines

These guidelines provide an overview of the laws and regulations governing construction within Hoboken's flood-prone areas, as well as the approval process for repairs, improvements, and new construction. It also provides flood resilience strategies for residents, property and building owners, developers, and businesses. These design guidelines should be used by designers and builders as a guide for making post-mitigation buildings relate well to one another while preserving connectivity with a pedestrian-friendly streetscape and enhancing the character of Hoboken's neighborhoods.

If you are repairing, improving or building a structure in the City's Special Flood Hazard Area (SFHA), mapped on page 44, you will follow the approval process and project checklist for your project type on the following pages. Projects are either considered Rehabilitation (pg.8) (minor repairs), Substantial Improvement (pg.12) (non-minor repairs and renovation), or New Construction (pg.14). A description of each project type can be found in this guide. If you are still unsure about which applies to your project you should contact the City's Floodplain Administrator.

Also included in these guidelines are strategies for reducing your flood insurance premiums. This document includes information on using flood resilient building materials, permitted uses for areas below the Design Flood Elevation (DFE), floodproofing measures, protecting utilities and mechanical systems, and foundation design.

THE APPROVAL PROCESS

A Construction Permit is required for most repairs and for all renovation or improvements made to a building or piece of property. If the property is located within the Special Flood Hazard Area and the renovations are substantial, or new construction is proposed, a Floodplain Permit must also be obtained.

The design review process is virtually the same for homeowners, building and property owners, businesses and developers, although requirements for compliance may vary based on the building type and amount of work being proposed.

THE PROJECT REVIEW AND APPROVAL PROCESS

1. Determine whether your property is located in a Special Flood Hazard Area (SFHA) and what the required design flood elevation (DFE) is. (See page 44)

2. Obtain an Elevation Certificate (EC) or site survey with spot elevations from a licensed Professional Land Surveyor. The EC must be provided on *FEMA Form OMB No. 1660-0008* or newer. A sample Elevation Certificate can be found on page 46.

3. Work with a licensed Professional Architect to design your construction or renovation to meet resilient Flood Damage Prevention and Uniform Construction Code requirements.

4. Use the following checklist to prepare your permit application. Remember, the Floodplain Administrator is available for consultation at any step along the way so don't hesitate to contact the office for guidance and assistance.

5. When application documents and architectural plans are ready they must be submitted to the Floodplain Administrator. The Administrator will review the plans for compliance with the Flood Damage Prevention Code and issue a permit, or a denial with specific changes that must be made to the plans before they can be approved. Some minor repairs or replacements may not require submission of architectural drawings. In such a case you would submit a detailed description of the work and material or equipment specifications along with the Elevation Certificate or survey.

6. Once the Floodplain Permit, Zoning Certificate, and any other required approvals have been obtained, an application is made to the Construction Code Office for plan review and Building Permits.

7. Depending on the work that is to be done interim inspections may be required by both the Construction Code Official and the Floodplain Administrator. You need to be aware of any required inspections and make sure the proper official is called to conduct a site inspection. If an interim inspection is missed, and the code official cannot verify the work that was done, they may require deconstruction of some or all of the work that was done after the missed inspection.

8. When construction or renovation work is completed on an area of a building below flood elevation a new as-built EC must be provided to the Floodplain Administrator prior to final inspection. For floodproofed buildings, an engineer-certified FEMA Floodproofing Certificate will be required instead of an as-built EC. The new EC or Floodproofing Certificate will also be required by your flood insurance company for rate adjustment.

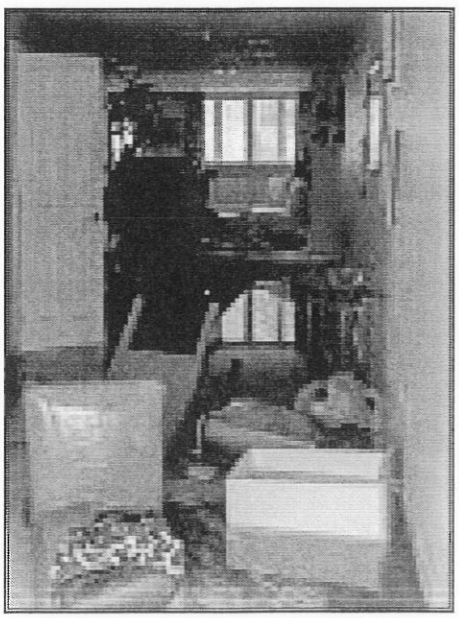
9. After all final inspections are complete, a Certificate of Occupancy (CO), Certificate of Continued Occupancy (CCO) or Certificate of Approval (CA) will be issued by the Zoning Officer and Construction Official to close out the issued permits.

EMERGENCY WORK

When an emergency threatens a structure or property with imminent destruction or emergency work is required to protect the health and safety of the occupants, the Construction Official or Floodplain Administrator can make an exception to the standard permit approval procedure. However, beyond basic stabilization, any work to demolish, repair or rehabilitate the structure or property will require permits that can only be secured through the approval process. All projects should review these guidelines for ways to minimize future damage.

What qualifies for emergency work?

Any work to restore or deliver essential services or abate life-threatening conditions.



Credit: Liz Roll, FEMA

TO OBTAIN A FLOODPLAIN PERMIT YOU WILL NEED:

- ☐ A completed application;
- ☐ Any applicable permit fees
- ☐ An Elevation Certificate or Property Survey with spot elevations showing the elevation of the lot, the adjacent sidewalk, and grade adjacent to the four corners of any existing structures; and
- ☐ Architectural drawings of the proposed work including, but not limited to:
  - Façade drawings and sections that show the height of each floor relative to sea level and DFE. The current standard of measurement is North America Vertical Datum of 1988 (NAVD88). The dataset may be revised from time-to-time and the new standards adopted by FEMA.
  - Location of flood vents and calculation of coverage area.
  - Specifications for flood resistant materials to be used and where.
  - Specifications for backflow prevention on any new or replacement waste water lines.
  - Location and elevation of all utility connections, meters, pumps and mechanical equipment.
  - Dry-floodproofing specifications where applicable.
  - Engineering details of any foundation or structural reinforcements, where applicable.

RESIDENTIAL REHABILITATION

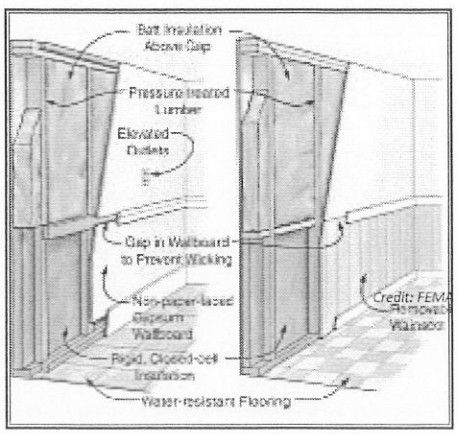
An existing structure located within the Special Flood Hazard Area (SFHA) may be rehabilitated and may continue to be used as it exists provided the cost of the proposed renovation or repairs made to the structure do not exceed 50% of the value of the structure. For more on Substantial Improvement guidelines see page 12.

When rehabilitating any part of a structure in the SFHA that falls below the Design Flood Elevation (DFE) flood resistant building materials must be used and prescribed construction methods are to be followed. Page 24 shows a sampling of building materials that are acceptable for use in the floodplain and materials that are not. A more complete and detailed list can be found in *FEMA Technical Bulletin 2: Flood Damage-Resistant Materials Requirements (2008)*. FEMA Technical Bulletins are referred to throughout these guidelines. These bulletins are updated periodically. Check the FEMA website or ask the Floodplain Administrator for the most recent version.

These materials are chosen because of their resistance to water damage and mold. Use of the specified materials may increase the cost of renovation by 3-5%, but will reduce the time and expense of recovery from future flooding. For example, standard paper-coated sheetrock and fiberglass insulation act like sponges drawing moisture up the wall much higher than the water level reached by the flooding. As a result, moisture can easily be trapped creating the perfect environment for mold growth; and more material needs to be cut away and replaced. Closed-cell foam insulation is mold resistant, can get wet and will dry completely without having to be replaced. Such materials can reduce or eliminate the need for replacement.

Loss of electricity, heat and hot water significantly increase the amount of recovery time after any natural disaster such as a flood, heavy snow, ice storm or earthquake. For that reason, all new or replacement utility connections, breaker panels and meters must be elevated above DFE. Mechanical equipment such as HVAC, boilers, and water heaters should also be relocated above DFE whenever possible. It is important not only to protect the equipment from flood damage, but also to prevent gas and oil from mixing with flood water contributing to other environmental risks. Where relocation is not possible, equipment should be elevated to the greatest extent possible.

When electrical wiring is replaced in an area below flood elevation, it should be installed "top-down" and outlets should be elevated. Trunk lines for standard electrical installation run through the lower half of the wall to outlets 12-18" above the floor. In flood prone areas the main lines should be run through the ceiling or upper wall then down to switches and outlets set at mid-wall height. Any wiring installed below the DFE must be water-resistant.



Please consult page 23 and 24 for recommendations on materials.

Credit: FEMA

When rehabilitating any living space below flood elevation there are other things to take into consideration that may have a significant impact on reducing flood risk and lowering the cost of flood insurance. Some recommendations are listed below. You may also wish to consult the city's Flood Plain Administrator for other ideas and local best practices.

A "garden apartment" may be insured under the National Flood Insurance Program (NFIP) but if the unit is below grade on all four sides it is considered by FEMA and the NFIP to be a "basement" and not a living space. Contents and structural elements found in a normal dwelling such as flooring, drywall, kitchen and bathroom fixtures and finishes may not be covered in the event of flooding.

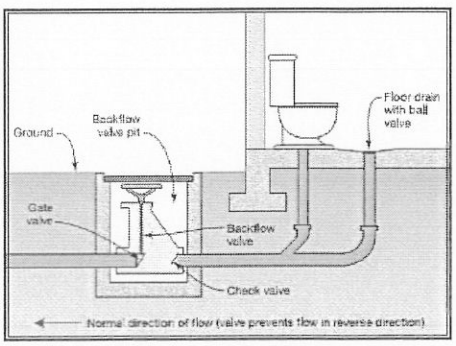
A great example of a residential retrofit can be found on page 30. This condo association was able to reduce their flood insurance by $12,000 by raising the basement floor, installing flood vents, and elevating utilities & mechanical equipment.

GARDEN APARTMENT

Many areas of Hoboken may have garden apartments that are considered basement to the NFIP. Refer to the regulating floodplain map to see if your garden apartment is within the floodplain.

REQUIREMENTS

- If the space to be renovated is below Design Flood Elevation (DFE), design standards dictate that the materials to be used for reconstruction are flood damage resistant.
- All new or replacement utility connections must be located at or above the DFE.
- All new mechanical equipment must be located above DFE.
- Backflow prevention measures are required on new and replacement sewer lines.



Backflow prevention measures are required on new and replacement sewer lines.

Credit: FEMA

RECOMMENDATIONS

- Any crawl space or cellar completely below grade should be filled in and eliminated
- The floor of the lowest encolsed area should be at or above the lowest adjacent grade on at least one side of the building; this area should be fitted with engineered flood vents.
- Dwelling units below grade should be elevated or eliminated whenever possible.
- Consider a change of use. Non-residential uses such as commercial offices and retail spaces are permitted below DFE and can be dry flood-proofed, where as a residential use cannot.
- Install a backflow prevention system to prevent sewage from backing up into the building.

The Scenario

There are many ways to retrofit an existing building and the following example is presented to give the reader some ideas. Moving utilities, elevating the lowest floor and installing engineered flood vents as a means to decrease flood exposure and reduce flood insurance premiums is exemplified in the following case study. Each situation is different and requires a unique solution. Consider the techniques in these Resilient Building Design Guidelines and discuss your options with the City of Hoboken Floodplain Administrator.

A 4-Unit condo building had a subgrade, full-height enclosure (basement) below the living floor. The building is located in an AE floodzone with a 9' Base Flood Elevation (BFE).

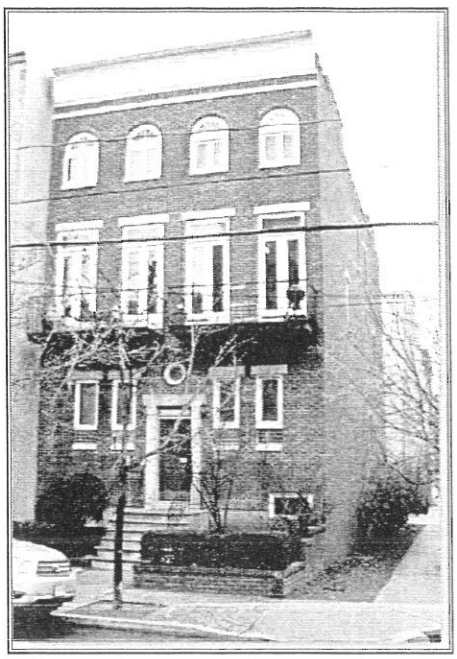
The bottom floor had an elevation of 2.8' and the Lowest Adjacent Grade (LAG) was at 4.2' making it 17" subgrade (subgrade is an NFIP designation that is given to a property when the lowest floor is lower on all four sides than the LAG).

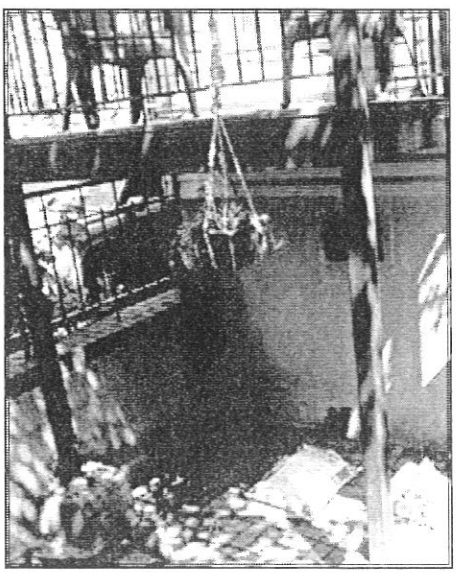
The enclosure also did not have the proper flood opening ratio which leaves the structural walls vulnerable to hydrostatic pressure that could result in devastating damage.

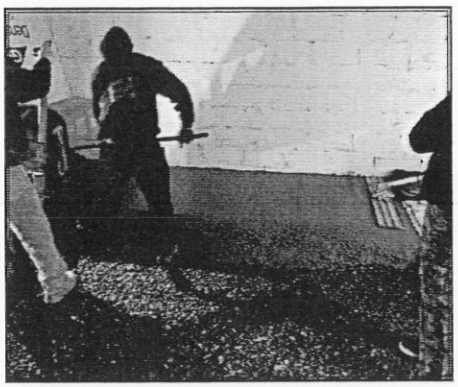
The combination of a subgrade enclosure and inadequate venting leads to a -6 lowest floor rating. The only machinery located in the enclosure were 4 water heaters on platforms.

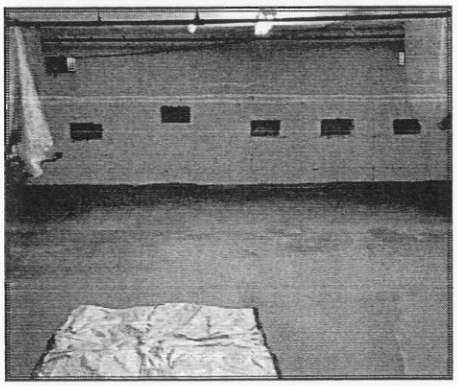
In this condition the insurance premium was $14,000 for $300,000 worth of coverage.

One of the condo owners contacted a consultant that specializes in this area, on behalf of the Homeowners Association looking for ways to lower the premium. The first non-compliance issue that needed to be addressed was the subgrade classification. The second was the lack of proper flood vents. The consultant produced a risk report showed that if these changes were made the insurance premium would drop to $2,000 a year total and they would receive $500,000 more in building coverage.









Credit (all photos): Smartvent, Inc

The Solution

To fix the subgrade issue the enclosure floor was heightened and engineered flood vents were installed. Vent ratio to enclosed area is a critical component to risk and premium reduction.

To fix the subgrade issue the enclosure floor was heightened by 17". To do this stone was first laid and compacted, then a flowable concrete fill was added on top. After the fill was complete, 7 engingeerd flood vents were added to the back and side wall. The vents were installed on 2 different walls and within 12" above the adjacent grade to meet FEMA requirements. Vent ratio to enclosed area is a critical component to risk and premium reduction.

After the retrofit, the premium was reduced to $2,000, or only $500 per owner verses $14,000 or $3500 per owner. Additionally, their coverage was increased to $800,000. This 85% reduction in yearly premium with a return on investment of 2.5 years is very typical. Over 10 years the savings will be $120,000.

Filling an enclosed area in an urban community can be complicated and expensive yet every situation is different. Venting and eliminating a subgrade space often leads to dramatic premium reductions because the risk is lowered significantly. In some situations the subgrade may only be 6" lower than the outside grade.

Simple grading or additional measurements by the surveyor may offer the same savings with little investment. It's impossible to accurately estimate the reduction possibilities without an accurate Elevation Certificate (EC). With an EC, a specialized risk report can accurately predict the retrofit requirements and the premium reduction.

RETROFITTING COMMERCIAL SPACE

Similar to minor residential improvements, rehabilitation or minor renovations to an existing commercial unit can be done without required compliance with the Flood Damage Prevention Code and standard permit procedures will be followed. A "non-substantial" commercial renovation might include new interior finishes, or fit out of an existing commercial unit by a new tenant.

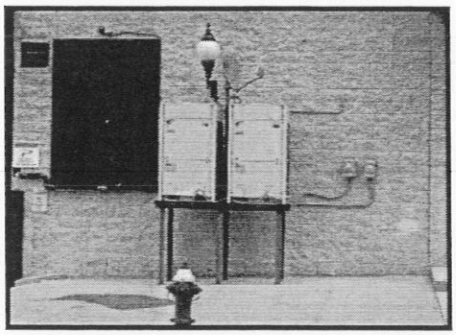
If the space to be renovated is below Design Flood Elevation (DFE), design standards dictate that the materials to be used for reconstruction are flood damage resistant. Use of flood resistant materials (page 24) can significantly reduce damage caused by future flooding and reduce the amount of time a business is displaced or unable to operate.

Unlike residential properties, non-residential commercial space may be dry flood-proofed. Dry flood-proofing prevents flood water from entering the unit altogether. Once floodwaters recede, the business can resume operations immediately.

A combination of methods may be necessary to completely dry-proof a commercial location. The most commonly used are watertight shields for windows and doors that are easily deployed when flooding or sever weather is forecast. Shields block flood water and other debris from coming in contact with the storefront keeping the commercial unit dry and protected. For additional information see *FEMA P-936, Floodproofing Non-Residential Buildings.*

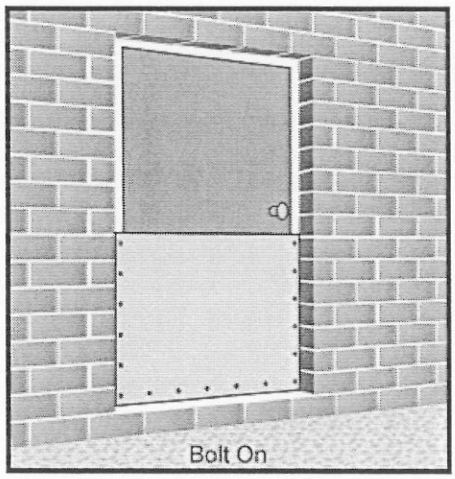
REQUIREMENTS

- The materials to be used for reconstruction must be flood damage resistant.
- All new or replacement utility connections must be located at or above the Design Flood Elevation.
- All new mechanical equipment must also be located above DFE.



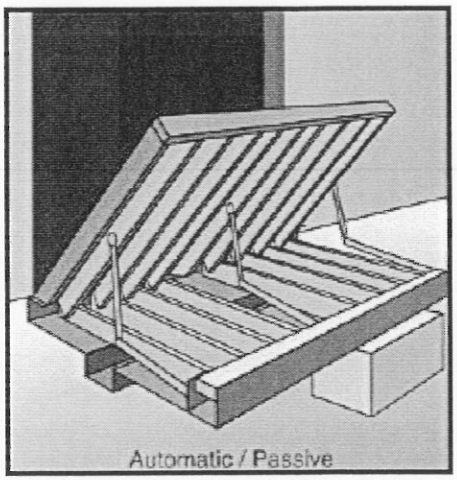
Elevating utilities and mechanical equipment above the DFE prevents damage from floodwaters and allows for quicker recovery.

Credit: F. Banisch



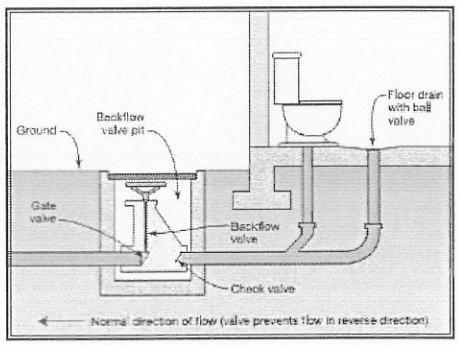
Commercial spaces can be protected using dry-floodproofing techniques.

Credit: FEMA



Using automatic flood shields is safer and more reliable for protecting buildings during an emergency.

Credit: FEMA



Backflow prevention measures can prevent sewage from backing up into building.

Credit: FEMA

RECOMMENDATIONS

- Unlike residential properties, non-residential commercial space may be dry flood-proofed. Dry flood-proofing prevents flood water from entering the unit altogether. A flood-proofed building or commercial unit must provide a FEMA Flood-proofing Certificate certified by a licensed engineer in lieu of an Elevation Certificate.
- Walls should be reinforced to withstand floodwater pressures and impact forces generated by floating debris.
- Membranes and other sealants may be used to reduce seepage of floodwaters through walls and wall penetrations.
- Drainage collection systems and sump pumps should be installed to control interior water levels, collect seepage, and manage hydrostatic pressures on the slab and walls.
- Backflow prevention measures should be installed to limit sewer line back-ups into the building and reduce recovery time after a storm.

SUBSTANTIAL DAMAGE AND IMPROVEMENT PROJECTS

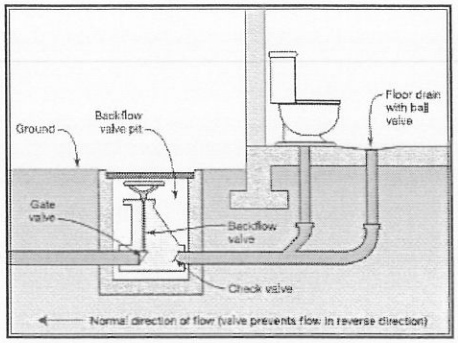
When an existing structure within the Special Flood Hazard Area (SFHA) is being renovated or improved, for any reason, and the value of those alterations exceed the market value of the structure prior to the alterations by 50% or more, those improvements are considered substantial. Market value, for this purpose, does not include land value or take into consideration the overall value of the property which may be influenced by other factors such as location, accessory uses or structures, neighborhood, and community amenities. The market value of the structure is based just on the building to be improved and the value of its parts, i.e building materials and labor.

A simple rule of thumb: When any building is renovated where interior finishes are being updated over more than one-half of the floor area or where electrical, plumbing or mechanical equipment is being replaced that improvement is typically substantial.

A building that is being substantially improved must be brought into compliance with current construction standards including the Flood Damage Prevention Code. This includes relocation of utility connections and mechanical equipment and may include abandonment of residentially occupied space below Design Flood Elevation (DFE).

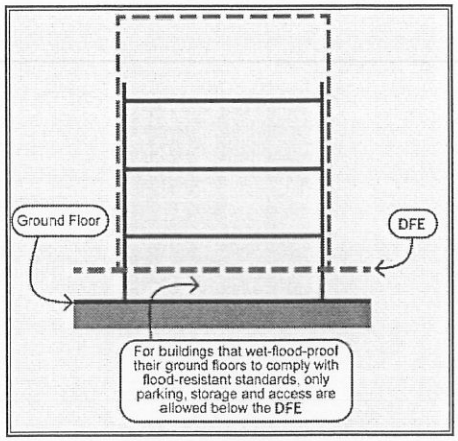
Enclosed areas below DFE can be used only for building access, storage and parking (where parking is permitted by zoning). Where an enclosed area below DFE is below grade on all sides, the floor of the basement or crawl space must be raised to the level of the lowest adjacent grade or higher. Engineered flood vents must also be installed on at least two sides; this will allow hydrostatic pressure to equalize on the foundation walls to prevent damage or collapse during a flood event.

Unlike free-standing suburban homes, row houses in Hoboken cannot be easily elevated above the DFE. Compliance can however be achieved by elevating the residential living space. Floors may be shifted within the existing building to achieve the necessary elevation. It may also be possible to add a floor or horizontal extension to replace the lost residential floor area. Such solutions must be reviewed on a case by case basis by the Floodplain Administrator and may be subject to other approvals by the Planning or Zoning Board.



Backflow prevention measures are required on new and replacement sewer lines.

Credit: FEMA



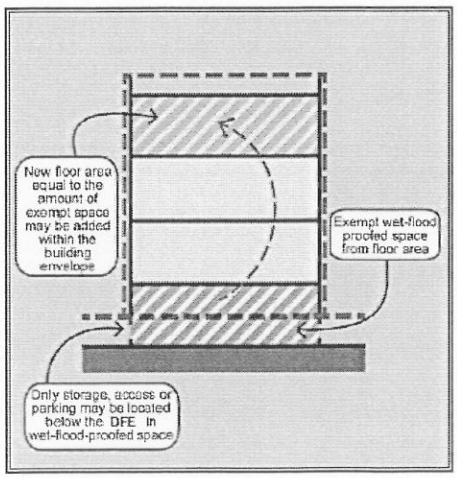
Occupancy below the DFE is limited to parking, storage, and building access.

REQUIREMENTS:

- Residential use of any floor below DFE must be vacated. Lowest enclosed area should be unfinished or minimally finished using flood resistant materials (see page 24). The area of a structure below DFE may be used only for building access, storage, and parking where permitted.
- A crawl space, cellar or basement below grade on all sides must be eliminated or filled in to match the level of the lowest adjacent grade next to the building.
- Lowest enclosed area below DFE must be fitted with the required number of flood vents installed on at least two sides of the building.
- All utility connections and mechanical equipment must be relocated above DFE or protected from contact with flood waters.
- Plumbing and waste lines must be fitted with backflow prevention.

RECOMMENDATIONS:

- Residential floor area below DFE which is vacated to make the structure compliant might be recouped by transferring the floor area elsewhere within the building envelope by adding a floor or rear extension. The allowable building envelope is established by zoning. See Chapter 196 of the Hoboken Municipal Code or check with the floodplain manager.
- Where a floor cannot be added, the floors within the structure may be realigned to raise the lowest occupied floor above DFE.
- Consider a change of use for the ground floor. Non-residential uses on the ground floor such as commercial offices and retail spaces are permitted below DFE and can be dry-floodproofed where a residential use cannot. A dwelling unit that is above grade but below the DFE may be converted and dry floodproofed for a permitted commercial use. Additional approvals for change of use may be required.



Add a floor to maintain the same floor area ratio.

NEW CONSTRUCTION

New construction projects must be fully compliant with Federal, State and Local Flood Damage Prevention Code requirements. Where multiple regulations overlap, the higher regulatory standard shall apply.

Applications for new construction that are subject to site plan or variance approval by the Planning or Zoning Board must also be reviewed by the Floodplain Administrator prior to being deemed complete by the reviewing Board. This pre-review is intended to save everyone time and money. If a project approved by the Board is not compliant with the Flood Damage Prevention Code, permits will not be approved for construction of the project. If measures taken to make the project compliant significantly change the approved structure, the applicant may be required to return to the approving Board for amended approval.

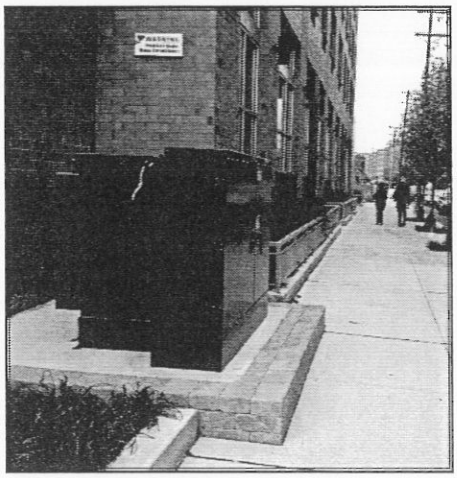
New construction projects not requiring Board approval will be reviewed by the Flood Plain Administrator. Once determined that the project is compliant with the Flood Damage Prevention Code a Floodplain Permit will be issued. No Construction Permits will be issued for construction in the Special Flood Hazard Area without a Floodplain Permit.

Commercial spaces on the first floor can be dry floodproofed, while keeping residential units above the DFE.

Credit: F. Banisch

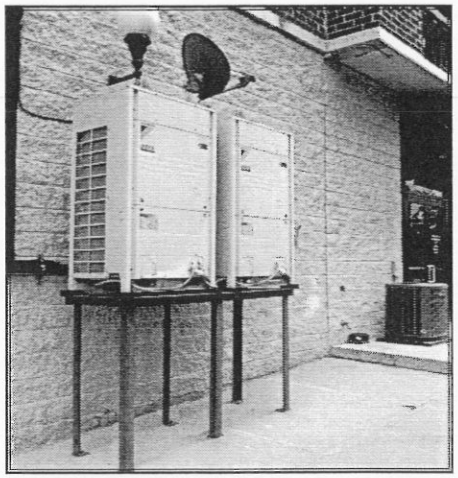
REQUIREMENTS:

- In residential buildings areas of the building below DFE shall be used only for parking, storage and building access including residential lobbies, retail entrances, driveways and loading docks.
- Only commercial/non-residential portions of a mixed-use building are allowed to be dry floodproofed.
- Residential services located below DFE including but not limited to resident parking, resident storage units and building amenities for use only by the residents of the building may only be wet floodproofed.
- All residential dwelling units must be elevated above DFE.
- All emergency exit stairwells and corridors shall be wet floodproofed and designed with hydrostatic openings (flood vents) to maintain the operation of the exit door. Emergency exits must open at grade. Evacuation points from elevated floors are not acceptable as emergency exits.
- Automatic sewage backflow prevention devices shall be required on sewer lines below DFE to prevent sewage from backing up into the building.



Elevate external mechanical systems above the DFE.

Credit: F. Banisch



Use platforms to elevate external mechanical equipment above the DFE.

Credit:J. Miller

Landscaping can be used to soften the appearance of elevated buildings.

Credit: F. Banisch

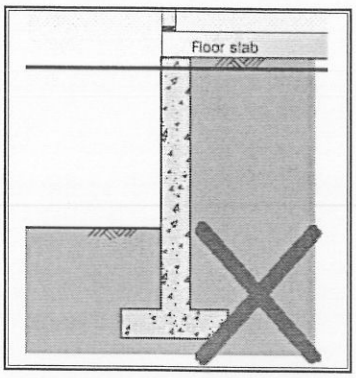
- Utility connections, meters, mechanical and life-safety equipment shall be either elevated above DFE or located within a certified dry floodproof enclosure.
- A variance may be granted to dry floodproof the residential lobby only in cases where there are at least two other means of emergency egress that are wet floodproofed.
- Parking (where permitted) shall be located at grade. A parking deck may only be elevated if constructed over piers or piles that are unenclosed or enclosed only by flood permeable walls such as breakaway walls or walls fitted with hydrostatic openings.
- Below grade parking in the SFHA is not permitted unless the below grade parking area is designed and approved as temporary stormwater storage (detention).
- Garage walls fronting on a street or pedestrian way should have regular fenestration consistent with the pattern of fenestration on floors above grade.
- The setback or right-of-way area in front walls should have at-grade planting beds, rain gardens, or green walls installed and maintained by the property owner(s) as a required buffer planting. Alternative visual effects will be considered on a case by case basis by the reviewing board at the time of site plan review.

CITY OF HOBOKEN DESIGN STANDARDS & GUIDELINES

Selection of the appropriate foundation type is important for a building's structural strength. Poor drainage and floodwater ponding are common in Hoboken, making proper foundation design and materials selection essential to resilient design.

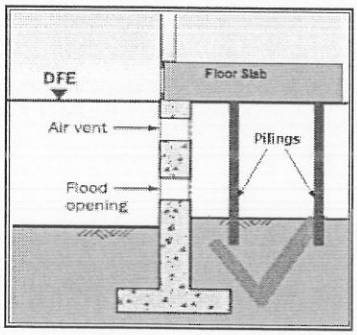
The foundation type most common for buildings in Hoboken's flood hazard areas is a solid perimeter wall with footings and reinforced slabs supported by and tied into underground pilings. Solid perimeter wall foundations create enclosures that are sometimes called crawlspaces or underfloor spaces. Such enclosures in floodprone areas must be designed to withstand hydrostatic pressure, and have adequate flood openings to allow floodwater to flow into and out of the space. These areas may not be designed for residential uses.

To prevent the displacement of stormwater, the City does not allow the placement of fill to raise the ground level or filled stem-walls



Filled stem-walls, thick monolithic slabs and placement of fill to raise the ground level are not permitted.

Credit: FEMA

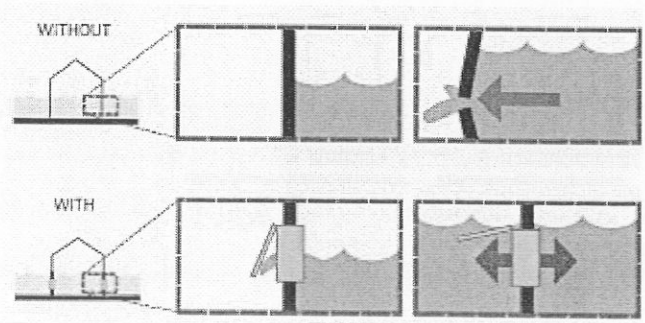


Solid perimeter wall foundations with footings and slabs supported by underground pilings are appropriate for most areas of Hoboken.

Credit: FEMA

Foundation Guidelines

- Use pilings and footings in solid perimter foundation design.
- Do not use fill to raise the ground level.
- Any enclosure that is below the DFE, but above grade must be fitted with adequate flood openings.
- The floor of any cellar or crawl space that is below grade on all four (4) sides should be raised to match or exceed the height of the lowest adjacent grade next to the building.When a building is substantially improved, this is required. On new construction in building below grade is not permitted.

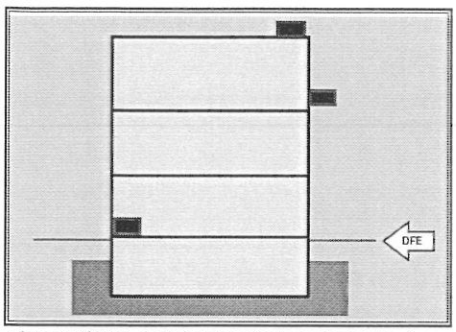


Enclosures below the DFE need to be fitted with flood openings to prevent foundation collapse from uneven hydrostatic pressure.

Credit: FEMA

MECHANICAL SYSTEMS AND UTILITIES

The loss of electricity, heat or hot water significantly lengthen recovery time after any natural disaster. Protecting mechanical systems from flood waters will minimize damage and make it easier to return to normal after a storm. In addition, it is important to prevent damage and keep liquid fuels and other contaminants from mixing with flood waters.

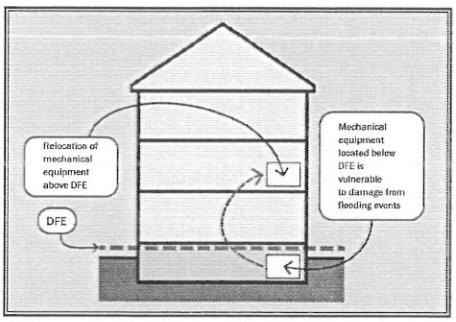


Place utilities and mechanical equipment above the DFE. If utilities are placed outside the building, they should be anchored

Requirements

- All new or replacement utility connections must be located at or above the Design Flood Elevation.
- All new mechanical equipment must also be located above DFE.

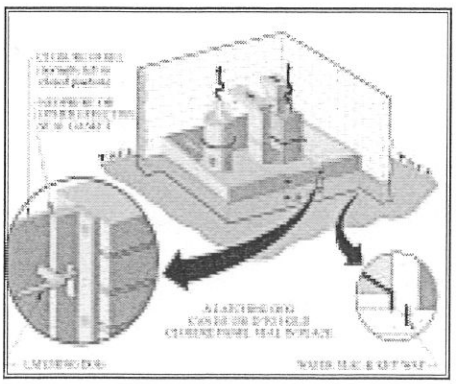
Recommendations for Existing Systems



Relocate mechanical equipment above the DFE. For best results place on a higher floor.

Relocate

- Move external equipment to the roof.
- Relocate internal equipment to higher floors.
- Build an additional equipment room above DFE.
- Replace multi-unit systems with smaller on-demand systems within individual units.
- Remove fuel tanks if heating systems are replaced with a natural gas system.
- Consider clearance and venting requirements before relocating



If the utilities cannot be relocated, put a barrier around them to prevent floodwaters from entering.

Credit: FEMA

Elevate

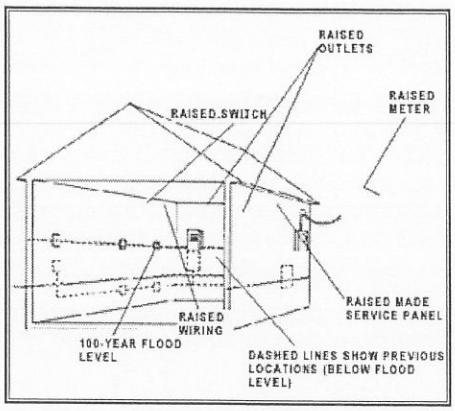
- In areas below the DFE, raise internal equipment as high as possible.
- Place external equipment on platforms above the DFE.
- Equipment must be anchored against wind.

Floodproof

- Mechanical equipment in non-residential buildings MAY be located inside barriers that are designed to resist flood loads and keep floodwaters away from the equipment. In new construction, however, elevation of mechanical equipment provides a higher level of protection and is preferable.

ELECTRICAL

- When replacing electrical wiring in areas below DFE, wires should run down from the ceiling, instead of along the floor, and outlets should be elevated above the DFE.
- Any wiring installed below the DFE must be water-resistant and comply with the National Electric Code.
- All new electric meters and panels must be relocated above the DFE.
- Use conduits mounted on walls, which will be easier to replace after flooding.
- Where permitted, place electric equipment such as disconnects, panels, switch gear, and transformers above the DFE. Make sure they are accessible by stairs and a work platform if higher than 65 inches above the ground or floor.
- Branch circuits and secondary electrical components vulnerable to flooding can be isolated from the building's electrical system to allow power to be safely restored. All work must comply with the National Electric Code.

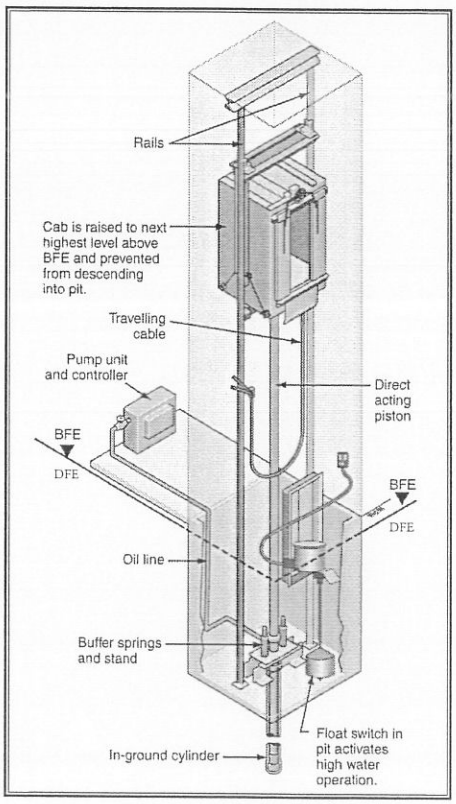


All electric wiring and outlets should be elevated above the DFE.

Credit: Paragon Certified Restoration

ELEVATORS & LIFTS

- Elevators and lifts may access areas below DFE, but motors, elevator controls, and hydraulic pumps must be located above the DFE.
- Cabs and shafts should be designed to resist flood loads and constructed of flood damage-resistant materials.
- Use float switches to avoid sending cabs to areas below the DFE during a flood.
- Refer to *FEMA's Technical Bulletin 4: Elevator Installation for Buildings Located in Special Flood Hazard Areas* in accordance with the National Flood Insurance Program for additional technical guidance.



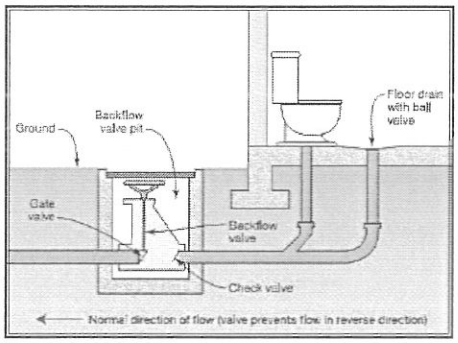
Float switches prevent elevator cabs from entering flooded areas.

Credit: Otis Elevator Company

Heating and Cooling Equipment

- Electrical service is only permitted below the DFE to meet life safety and electrical code requirements.
- Furnaces, water heaters and other equipment can be protected by floodproof gates in non-residential buildings, but elevating equipment above the DFE offers the surest protection from flood damage.
- Vents and fill inlets on all mechanical equipment should be elevated above the DFE or protected against infiltration of floodwater.
- Underground Storage Tanks must be properly anchored or removed since submerged tanks can collapse or be dislodged.
- For existing buildings, consider converting to natural gas.

Water and Sewer Pipes



Backflow prevention measures are required on new and replacement sewer lines.

Credit: FEMA

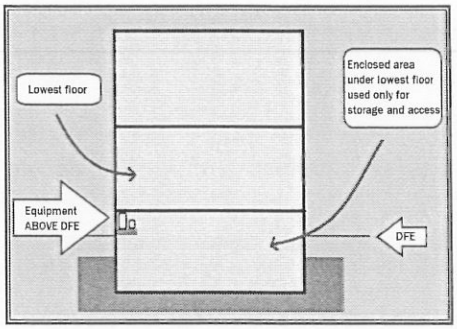
- Utility pipes and lines that come from the ground must be installed to prevent the entry of floodwaters.
- Backflow prevention valves should be added to sewer lines and floor drains to minimize stormwater and sewage flowing into buildings.
- The City requires installation of backflow valves when new sewer lines are installed or existing lines are replaced.
- In areas expected to have waves and debris, pipes and lines should be attached to the inland side of a foundation element or placed in conduit that will resist impacts.

Duplicate Power Sources

- Back-up power such as natural gas generators or battery back-ups should be used to provide power to life safety equipment, alarms, or emergency lighting.
- Install generator-ready hookups for quick-connections after floodwater recedes.

Areas below the DFE should be prepared to flood. For this reason, only certain uses are allowed below the DFE. Spaces elevated above the DFE usually sustain little damage and often can be reoccupied quickly after floodwaters recede. Where possible, consider elevating the building above the DFE, converting existing residential units to a commercial use or storage, and designing to maximize the space above the DFE.

Theses guidelines outline the requirements and recommendations to minimize property damage from flood events. It is important to consider the use of the space, building materials, floodproofing options, and accessiblity when designing below the DFE. Areas below DFE should not be extensively finished. Where finishes are used they must be flood resistant to withstand direct contact (up to 72 hours) with flood waters, including brackish water.



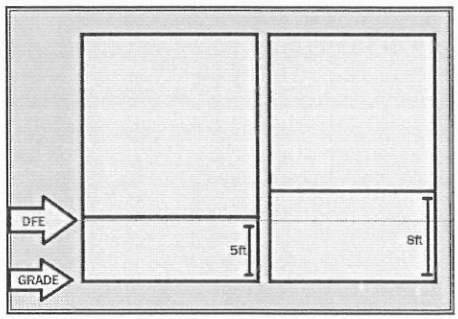
To minimize damage, uses below the DFE are limited to storage, building access, parking, and commercial spaces that are dry floodproofed.

Residential Units Below the DFE

- New residential units are not permitted below the DFE.
- An existing residential unit below DFE may remain in place if the total work done in the unit and/or the building is not a substantial improvement.
- If substantial improvements are to be made, the unit must be relocated or eliminated.

Commercial Uses Below the DFE

- Commercial buildings or mixed-use buildings may have dry floodproofed non-residential uses such as offices or retail units below the DFE.
- Commercial uses below the DFE must be dry floodproofed.
- A floodproofed building or unit must provide a FEMA Floodproofing Certificate certified by a licensed engineer.



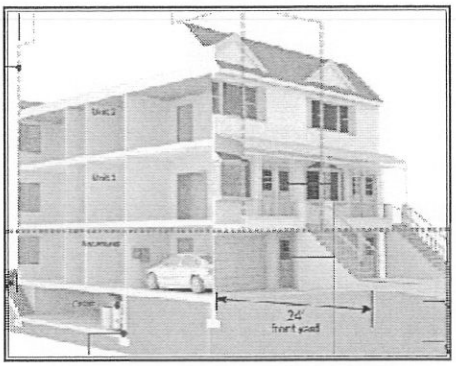
Adding extra height to enclosures below the DFE allows more flexibility to create commercial space, lobbies, parking or storage facilities beneath the DFE.

Other Acceptable Uses

- Building access, lobbies and emergency hallways.
- Storage.
- Parking (where permitted), driveways, and loading docks.
- Non-residential uses that are floodproofed.

Enclosures Below the DFE

- A cellar or crawl space that is below grade on all four (4) sides must be filled in and the floor raised to match or exceed the height of the lowest adjacent grade next to the building.
- Areas below DFE should not be extensively finished. Where finishes are used they must be flood resistant to withstand direct and prolonged contact (up to 72 hours) with flood waters.
- Enclosed areas below DFE must be fitted with hydrostatic openings (flood vents).
- No bathrooms or plumbing outlets are permitted below DFE.
- Appliances are not allowed in an enclosed wet floodproofed area.
- Electrical outlets should be elevated and wiring done "top-down" to the greatest extent possible.
- Mechanical equipment and utility connections must be elevated above DFE, relocated or otherwise protected from inundation during flooding.

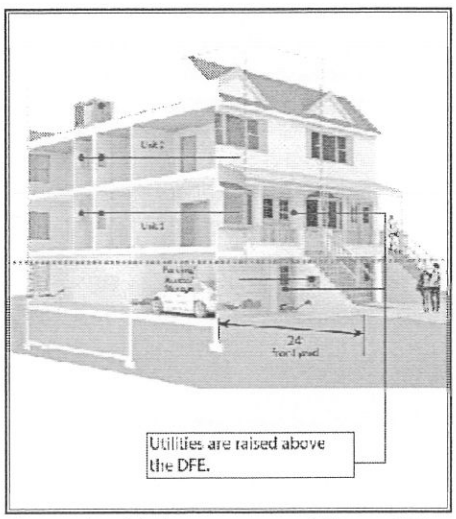


Multi-unit buildings with utilities in the basement may not be compliant with the NFIP or City's current regulations.

Credit:: New York City Planning Department

Emergency Exits

- Emergency exits MUST open at grade.
- Evacuation points from elevated floors are NOT emergency exits.
- Emergency exit stairways and corridors MUST be wet floodproofed and designed with flood vents to maintain operation of the exit door.



To comply with the current regulations, utilities can be placed in the units. The basement should be filled, and the area below the DFE should be wet floodproofed and used as parking and/or temporary storage.

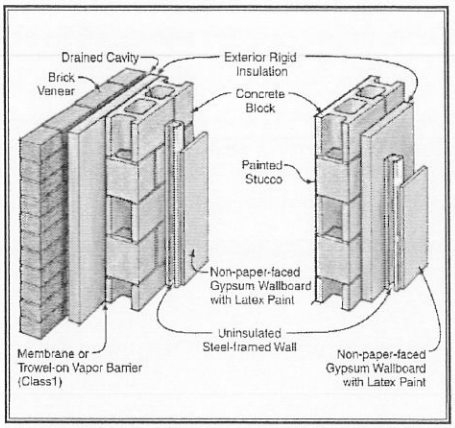
Credit:: New York City Planning Department

For all repairs, rehabilitation projects, and new construction projects below the DFE, regardless of use, flood resistant building materials must be used, and prescribed construction methods are to be followed. Selecting appropriate building materials is the simplest way to increase flood resilience and reduce future flood damage to your property.

These materials are chosen specifically because of their resistance to water damage and mold. Use of the specified materials may increase the cost of renovation by 3-5%, but will reduce the time and expense of recovery from future flooding.

Building materials used below the DFE must be capable of withstanding direct and prolonged contact (up to 72 hours) with floodwaters without sustaining any damage that requires more than cosmetic repair. Acceptable materials resist water and mold growth, and can be easily cleaned or pollutants carried by floodwater.

Unacceptable materials include wood, paper products and other materials that absorb or retain water, dissolve or deteriorate, lose strength or integrity, or are adversely affected by water.

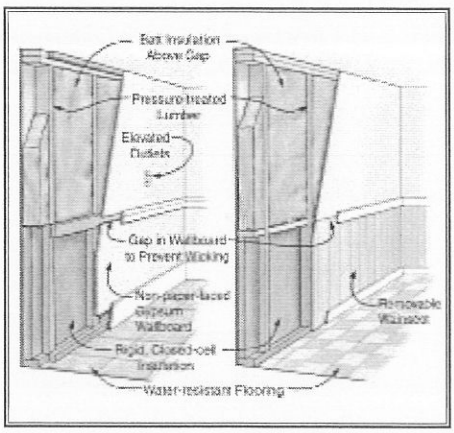


Construction with proper flood resistant materials minimizes damage from flood loads and long-term exposure to floodwaters.

Credit: LSU Ag Center and Coastal Contractor Magazine

Material Guidelines Below the DFE

- Structural elements should be steel or concrete; concrete must be reinforced where necessary subject to anticipated flood depths.
- Specially treated and decay-resistant lumber and marine grade plywood can be used for certain applications but should be limited.
- Flooring materials should be nonporous, such as polished concrete, ceramic or porcelain tile, terrazzo or vinyl.
- Wood flooring and carpeting should not be used below DFE.
- Walls and ceilings should be finished with materials such as, but not limited to, aluminum studs, cement board, treated lumber, paperless gypsum board, glass, metal, PVC, and Latex or epoxy paint.
- Only closed cell insulation is permitted below DFE. Fiberglass insulation should not be used in any area that may come in contact with floodwaters.



Flood resistant design aids speedy recovery after storm events.

Credit: LSU Ag Center and Coastal Contractor Magazine

FLOOD RESISTANT MATERIALS

MATERIAL TYPE	MATERIALS TO USE	MATERIALS TO AVOID
Structural Flooring Materials	• Concrete • Steel • Marine grade or preservative treated plywood • Treated or naturally decay-resistant lumber	• Engineered wood or laminate flooring • Oriented-strand board • Exterior grade or edge-swell resistant headers and beams • I-joists
Finish Flooring Materials	• Ceramic, porcelain or clay tiles • Terrazzo or terrazzo tiles • Vinyl tile or sheets	• Engineered wood or laminate flooring • Carpeting • Wood flooring • Cork
Structural Wall and Ceiling Materials	• Concrete • Brick face • Cement board, fiber-cement board • Pressure-treated lumber • Solid, standard, structural lumber • Aluminum studs • Closed cell insulation • Paperless gypsum board	• Fiberglass insulation • Paper-faced gypsum board • Oriented-strand board • Greenboard
Finish Wall and Ceiling Materials	• Glass • Metal cabinets or doors • PVC board and trim • Latex or epoxy paint • Stainless steel or galvanized steel hardware	• Wood cabinets and doors • Particle board cabinets and doors • Standard wood finish trim • Non-latex pain • Wallpaper • Plaster • Cork

For a complete list of acceptable materials see FEMA Technical bulletin 2: Flood Damage-resistant Materials Requirements.

Wet floodproofing allows floodwaters to enter and exit a building unimpeded and relies on the use of flood damage-resistant materials and construction techniques to minimize flood damage.

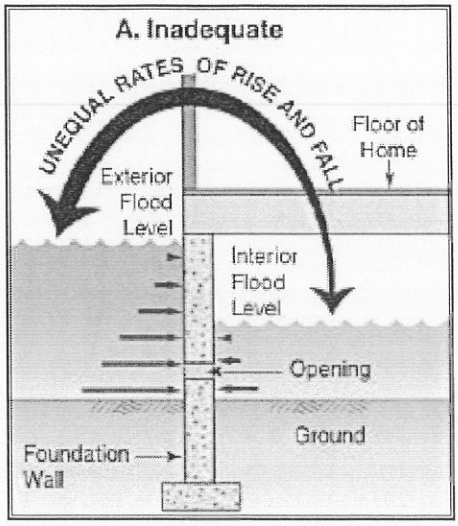
Wet floodproofing is required for all spaces below the DFE that are used for parking, storage, or building access. Wet floodproofing is not permitted in the livable areas of residential buildings.

Designing Flood Openings

- Flood openings must allow automatic inflow and outflow of water to minimize pressure on walls and must also allow water levels within the enclosure to rise and fall at the same rate as those outside.
- Number of openings must be engineered for the amount of enclosed space. The number may vary based on the type of vent, but a general rule of thumb would be 1 square inch of vent area to 1 square foot of enclosed floor area.
- Vents must be located on at least two sides of the enclosed area.
- The bottom of each vent opening may not be located more than 12 inches above the interior floor or the exterior grade immediately below the opening, whichever is higher.
- Screens, grates, grills or other covers or devices must be free-moving and must not resist or impede automatic flow of floodwater.

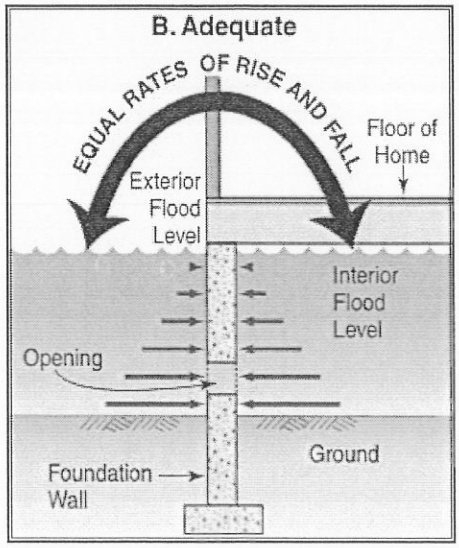
Flood Resistant Materials

- All wet floodproofed areas must use materials designed to withstand contact with floodwaters (see page 24-25).



Inadequate openings may result in foundation collpase from pressure from floodwaters.

Credit: FEMA



Openings should have a ratio of 1 square inch of vent area to 1 square foot of enclosed floor area.

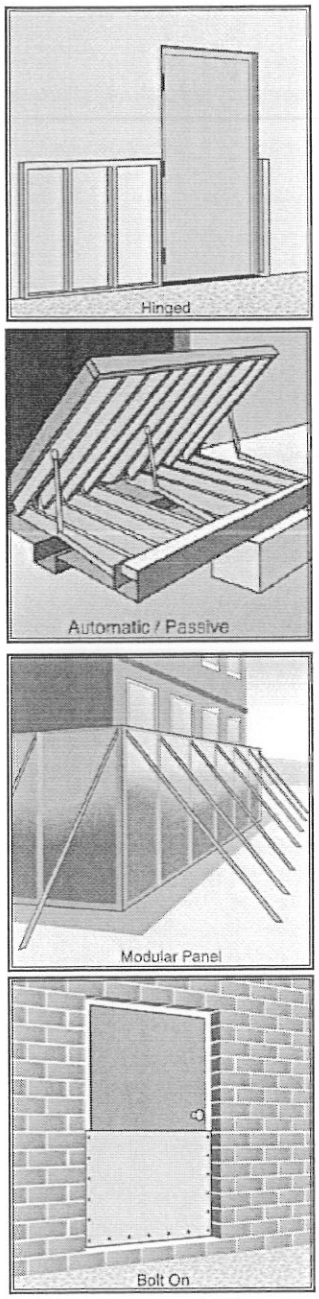
Credit: FEMA

DRY FLOODPROOFING

Dry Floodproofing is a combination of design modifications that results in a building or structure, including the attendant utility and sanitary facilities, being water tight with walls substantially impermeable to the passage of water and with structural components having the capacity to resist flood loads.

Dry floodproofing can be a particularly useful flood protection technique for creation of an active street-level use and an engaging pedestrian experience. Though sometimes more expensive than elevation, dry floodproofing allows both existing and new non-residential uses to operate at the street level.

A combination of methods may be necessary to completely dry floodproof a non-residential location. The most commonly used are watertight shields for windows and doors that are easily deployed when flooding or sever weather is forecast. Shields block flood water and other debris from coming in contact with the storefront keeping the commercial unit dry and protected.



There are several different mechanisms for dry floodproofing. The City recommends using automated systems.

Credit:FEMA

DRY FLOODPROOFING GUIDELINES

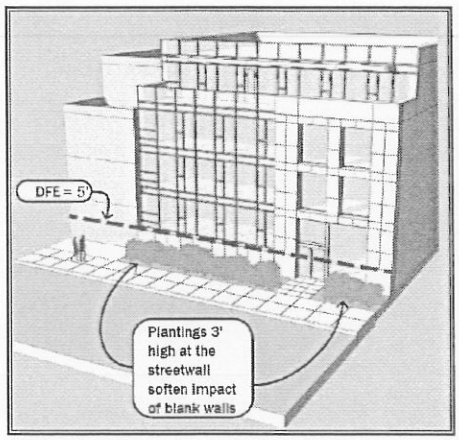
- Can only be used for non-residential buildings or for commerical uses in mixed-use buildings in "A" or "AE" zones.
- Dry floodproofing measures are not permitted in the "V" zone.
- All buildings that use dry floodproofing must provide the required FEMA Floodproofing Certificate.
- Where possible, use automatic or "passive" floodproofing measures. Measures that require human intervention before an event may result in higher insurance premiums.
- The City of Hoboken may require development of an emergency and maintenance plan along with periodic testing to deploy floodproofing measures.

The first occupied floor of a building may be as much as 10 feet above sidewalk grade. Special attention has to be paid and skillful site design used to make sure these buildings maintain connectivity to the flow of street life and remain pedestrian friendly. Elevated spaces also present accessibility challenges that need to be addressed through thoughtful planning and design.

Building access is a permitted use below DFE which provides an important opportunity for buildings to relate directly to the outside world. The otherwise vacant space below DFE can become an inviting lobby while less public areas of the grade level are used for building amenities such as mail and package rooms, trash and recycling collection, storage units and bicycle parking.

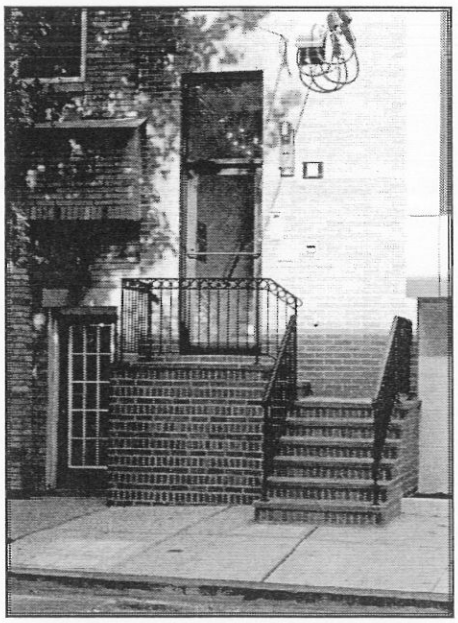
At-grade entrances also better serves residents with disabilities and can make compliance with ADA requirements easier. Stairs, ramps and lifts that might otherwise dominate the façade of a building can be located within the building providing greater accessibility, comfort and safety for everyone.

In historic areas where stoops are an integral part of the streetscape, a "split-stoop" may be employed to maintain the look of the block. A split-stoop is one that is divided between the outside and the inside of a building. The outside stoop and building entrance are designed to match other on the block frontages. Inside the building, a second set of stairs rise the level of the first dwelling floor.



Use plantings to create visual appeal along long blank walls.

Credit:NYC Department of Planning

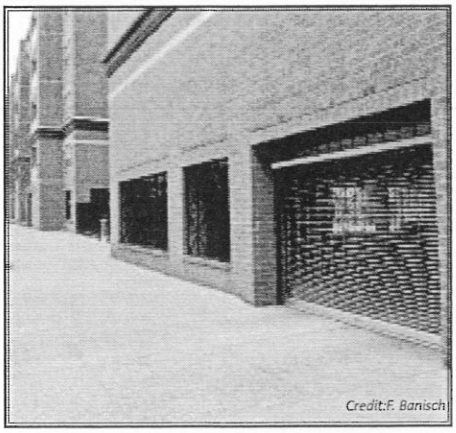


A split stoop allows matches frontage, while allowing acess to dwelling above DFE.

Credit:Ann Holtzman

Streetscape Guidelines

- Limit the negative effects of blank walls at street level by adding a green buffer such as an at-grade planting bed or Green Wall.
- Use curb-side trees to create an inviting environment around the building.
- Use low voltage LED lighting to give landscaping a dramatic effect or highlight architectural details.
- Extend the upper façade pattern of fenestration and articulation all the way down to grade level.
- Recessed entryways and porticoes provide interest and draw the eye into the building.
- Use windows around a lobby or commercial entrance to draw the attention of passers-by to the building.
- Stairways and ramps should be located within the building, with street-level entryways and high levels of transparency.



Credit:F. Banisch

Credit:A. Holtzman

Parking is an acceptable use for the space below the DFE. However, parking is only allowed in areas as directed by zoning regulations. Existing buildings that do not have approval for on-site parking cannot convert the ground floor unit to parking without obtaining a zoning variance.

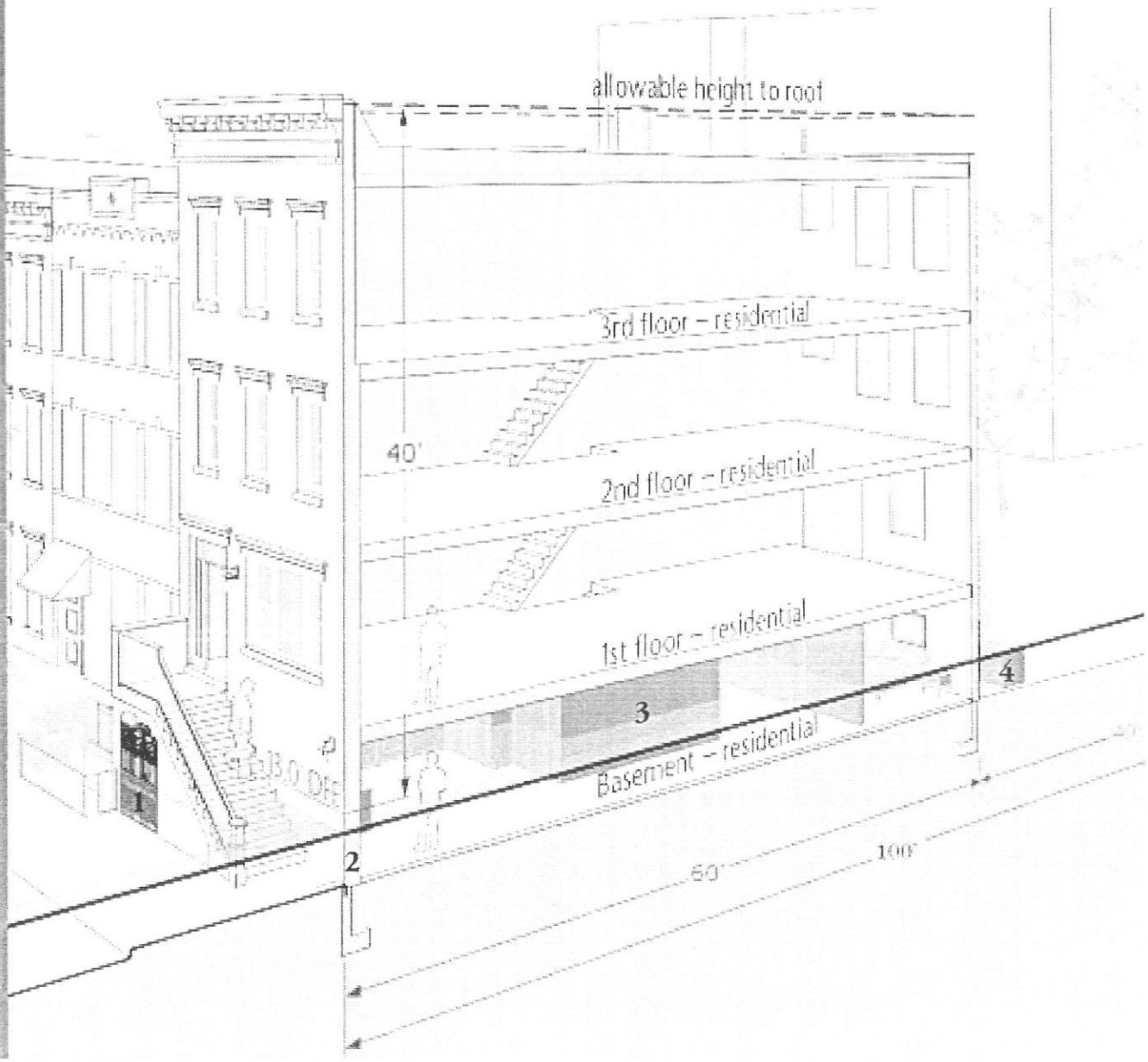
Where on-site parking is approved, it is important to design parking garages to blend in with the City's streetscape. Too often, parking garages can limit pedestrian interaction and create long blank walls at street-level.

For this reason the City of Hoboken has included design standards for all parking. Use the guidelines listed below standards whereever possible. Alternative visual treatments are encouraged and will be considered on a case by case basis by the reviewing board at the time of site plan review.

Parking Guidelines

- All garages below the DFE must be wet floodproofed.
- Use dry floodproofed commercial spaces to envelope parking in new buildings to protect the streetscape.
- For all non-private parking below the DFE, floodprone spaces must be marked as such.
- Recess garage walls to reduce impact on streetscape.
- Regular fenestration (windows) consistent with the pattern of fenestration on floors above grade is required for garage walls fronting on a street or pedestrian way.
- Use planting beds, rain gardens or green wall systems installed and maintained by the property owner(s) to soften design along the streetscape.

EXAMPLES OF RETROFITTING, ADAPTIVE DESIGN, & NEW CONSTRUCTION



1 Building access is provided at two front entrances. One above DFE and one at grade, but below DFE.

2 Un-reinforced masonry bearing party-walls and wood floor joists built on a rubble foundation.

3 Garden level apartment is located below the DFE. This floor is not recognized by FEMA or the NFIP as livable space.

4 Critical systems (utilities, mechanical equipment) are located in the basement and in the rear yard at grade.

SUBSTANTIAL IMPROVEMENT & RETROFIT STRATEGY

(COMPLIANT WITH FEMA AND NFIP GUIDELINES)

DESIGN EXAMPLES

1 Building entrance is modified.

Door entering the basement is removed and replaced with a maintenance hatch.

Oversized stoop is replaced to access to new 1st floor.

2 Foundation reinforced and basement reduced to crawl space.

Footings and foundation walls are reinforced.

1st floor is lowered to the DFE, reducing basement to a crawlspace.

Flood vents are put in front and rear facade walls making the area below DFE compliant.

3 Floor area is retained and realigned within the building envelope.

Roof is raised to limit of building envelope and floors realigned within building.

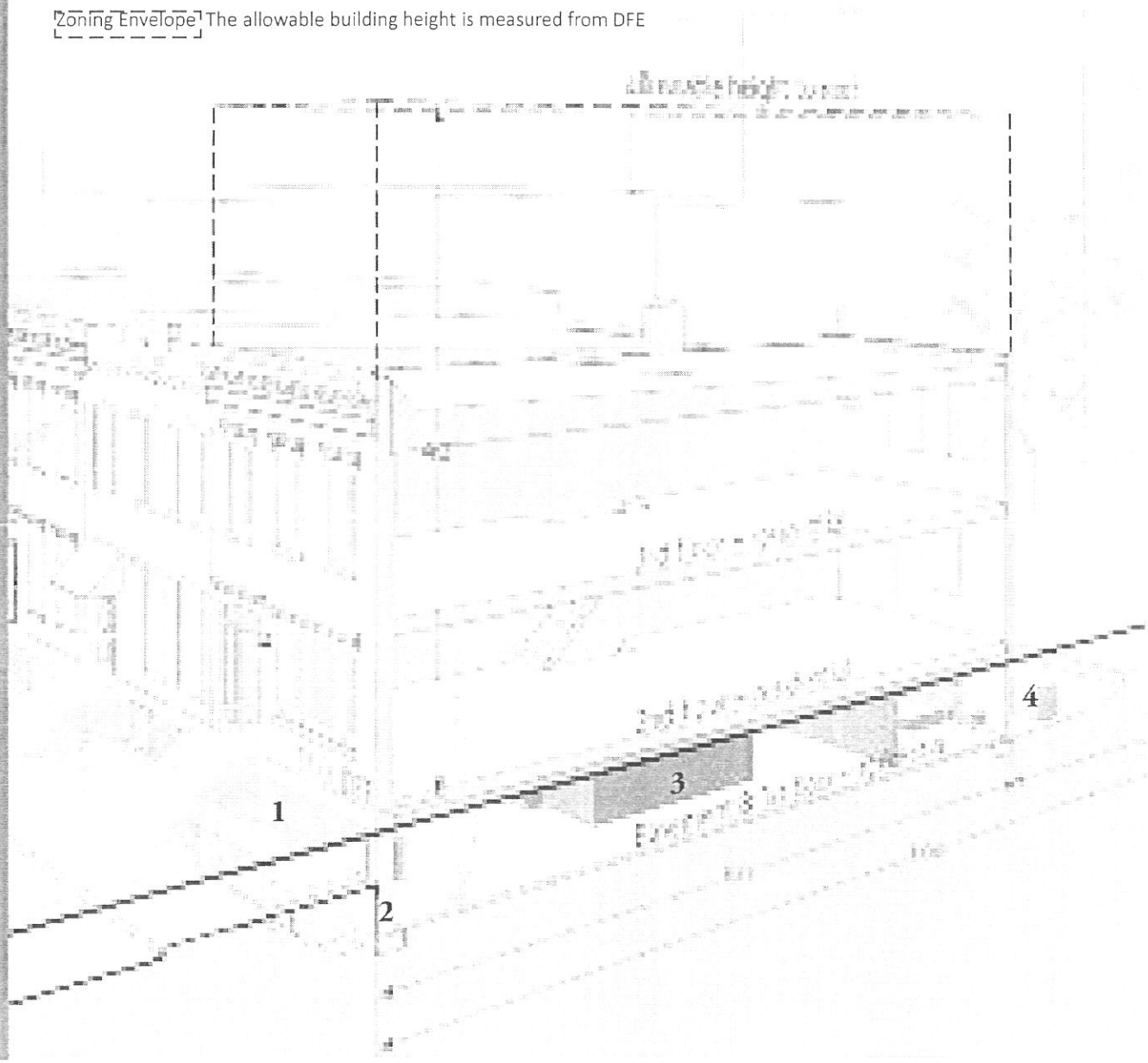
Non-compliant living space below DFE is relocated to an upper floor retaining the original floor area.

4 Critical systems relocated above DFE.

Utility connections, meters, water heaters, heating and cooling equipment and fire suppression equipment relocated from the basement and yard to above DFE.

A sump pump with emergency battery backp is installed in the new crawlspace.

EXISTING CONDITIONS
(NON COMPLIANT WITH FEMA OR NFIP)



1 Building access is provided at two front entrances. One above DFE and one several feet below sidewalk grade and DFE.

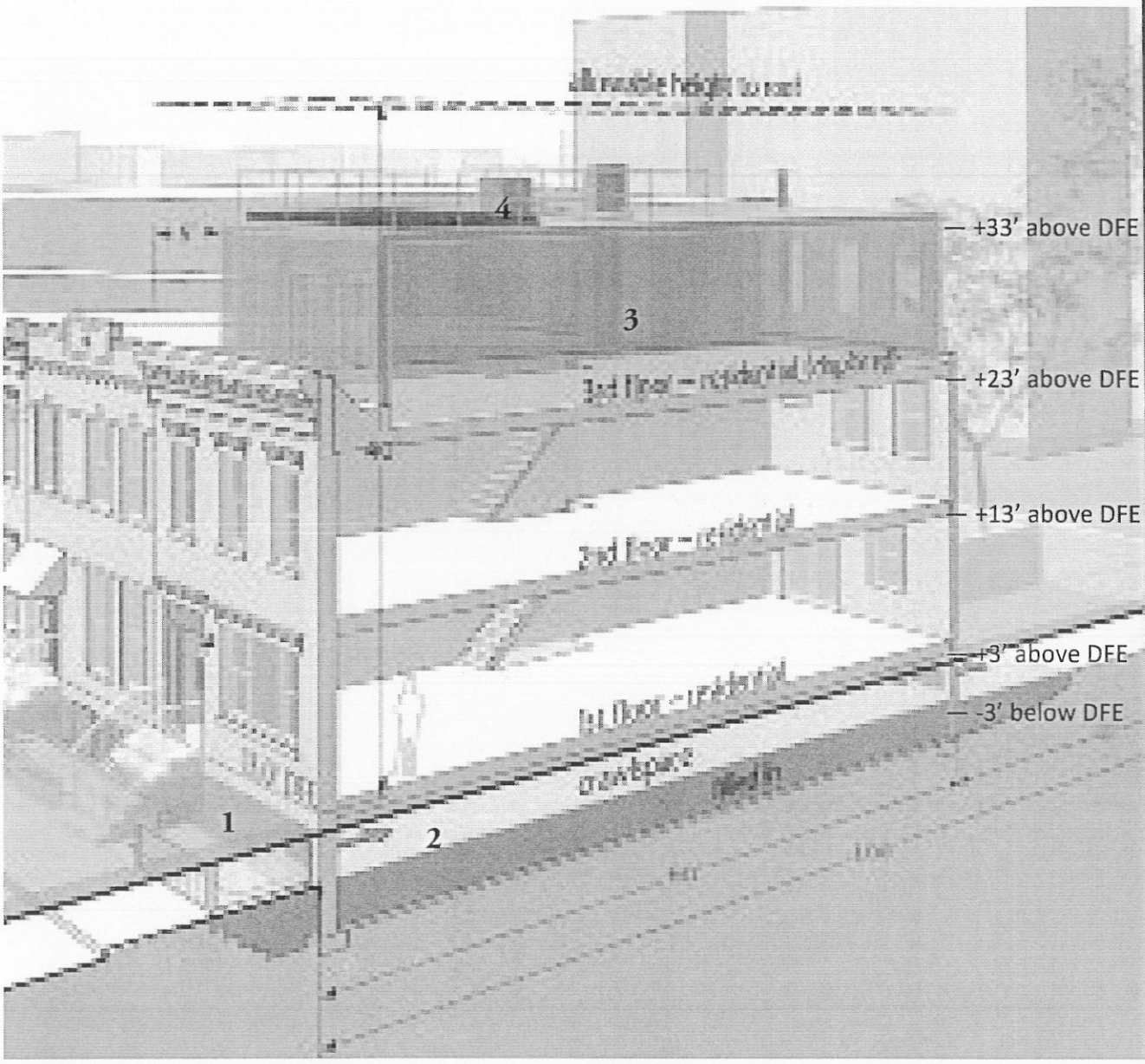
2 Un-reinforced masonry bearing party-walls and wood floor joists built on a rubble foundation.

3 Basement level apartment is located below grade on all four sides. A below grade basement is not covered by flood insurance as "living space."

4 Critical systems (utilities, mechanical equipment) are located in the basement and in the rear yard at grade.

SUBSTANTIAL IMPROVEMENT & RETROFIT STRATEGY

(COMPLIANT WITH FEMA AND NFIP GUIDELINES)



DESIGN EXAMPLES

1 Building entrance is modified.

Basement door and sidewalk areaway are filled in to sidewalk grade.

Area below flood elevation converted for storage use only.

2 Foundation reinforced and basement reduced to crawl space.

Footings and foundation are reinforced.

Floor of basement is raised to match or exceed lowest adjacent grade.

Flood vents are introduced at front and rear facade walls making the area below DFE compliant.

3 Floor area is relocated within the building envelope.

A new 3rd floor is constructed on top of the existing structure within the permitted building envelope.

Non-compliant living space below DFE is relocated to an upper floor retaining the original floor area.

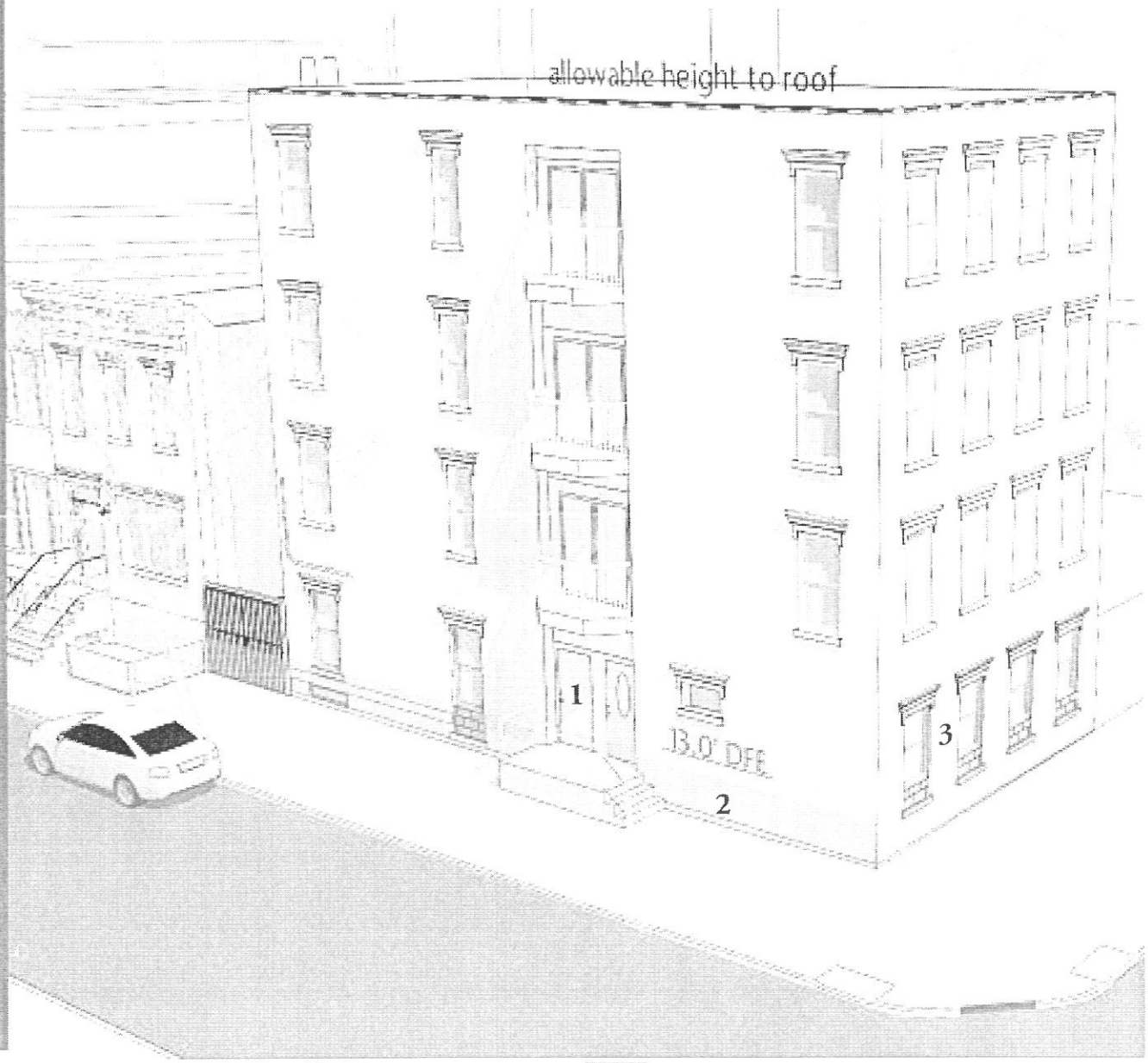
4 Critical systems relocated above DFE.

Utility connections, meters, water heaters, heating and cooling equipment relocated from the basement and rear yard to above DFE.

A sump pump with emergency battery backup is installed in the new crawlspace.

ADAPTIVE REUSE: RESIDENTIAL BUILDING: EXISTING CONDITIONS

(NON COMPLIANT WITH FEMA OR NFIP)



1 Building access is provided at a single side entrance located below the DFE. A fire escape at the rear of the building provides secondary egress.

2 Structure has unreinforced masonry bearing walls and wood joists built on a rubble foundation.

3 "Street" level apartment is located below DFE. Enclosed area below DFE may only be used for building access, storage, parking where permitted, or a non-residential use.

4 Critical Systems are located in a mechanical room on the ground floor.

ADAPTIVE REUSE: RESIDENTIAL TO MIXED USE RETROFIT

(CONVERSION OF NON-COMPLIANT RESIDENCE TO COMPLIANT NON-RESIDENTIAL USE)

1 Building facade and egress are modified.

1st floor facade is replaced by a new storefront with separate entrance for the commercial use.

Residential entrance is retained and a new wet floodproof lobby created.

Flood vents are installed to allow water to enter/exit residential areas of the ground floor.

2 Foundation reinforced and new non-residential area designed.

Footings and foundation walls are reinforced.

Underfloor crawl space is filled and a new reinforced slab floor installed at grade.

A waterproof wall is constructed to separate commercial and residential areas.

3 Floor area is retained and conversion to dry floodproof non-residential use.

Non-compliant living space below DFE is converted to a permitted non-residential use.

Commercial unit is dry floodproofed and storefront if fitted with deployable flood barriers.

4 Critical systems relocated above DFE.

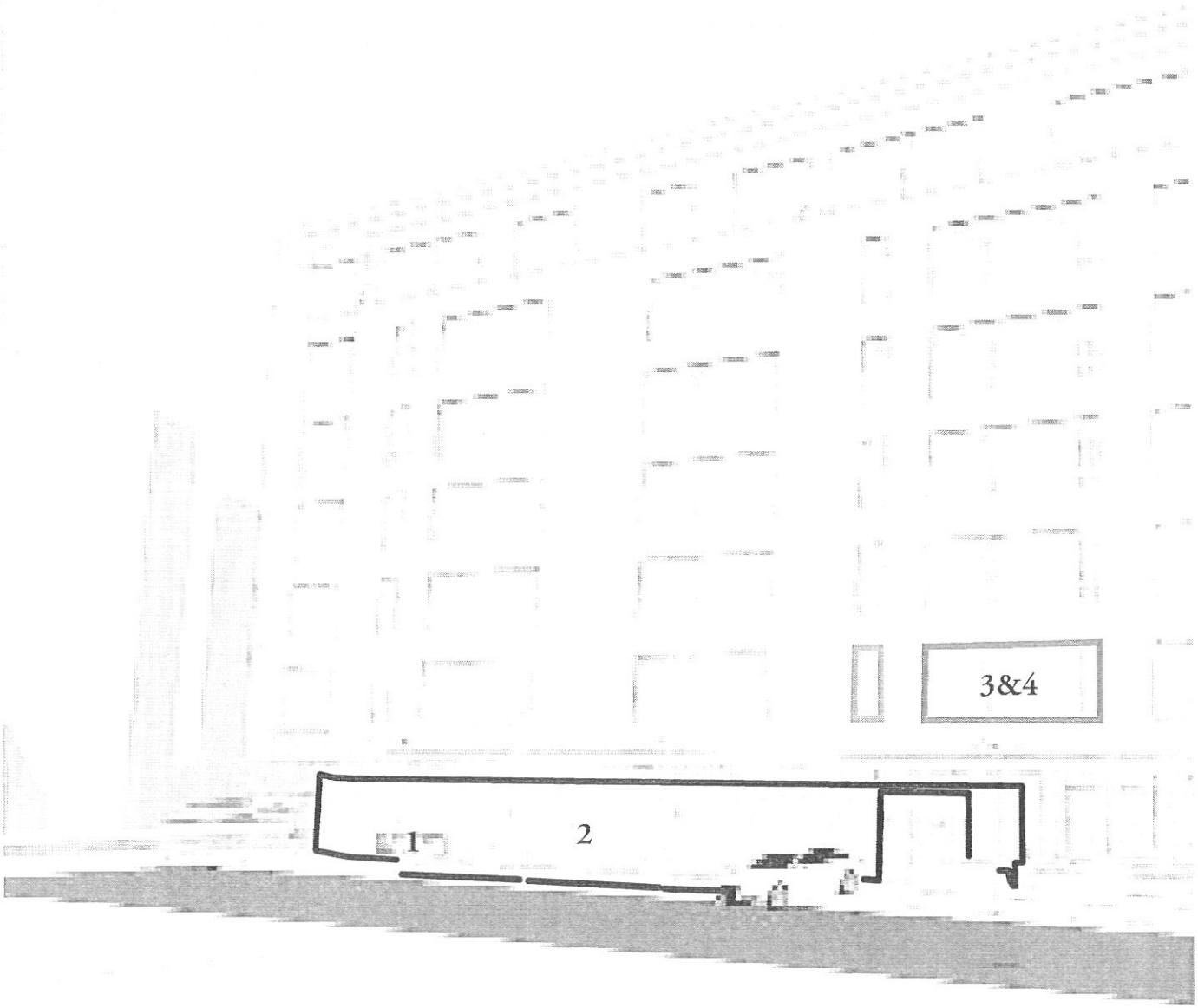
Utility connections, meters, water heaters, heating and cooling equipment, and fire suppression equipment are relocated to a dry floodproofed room within the commercial space and above DFE.

Flood barriers are stored on site and an emergency deployment plan is created and executed.

600 Harrison Street - New Construction

Flood Damage Resistant Design & Active Urban Streetscape

(Compliant with NFIP & FEMA guidelines)

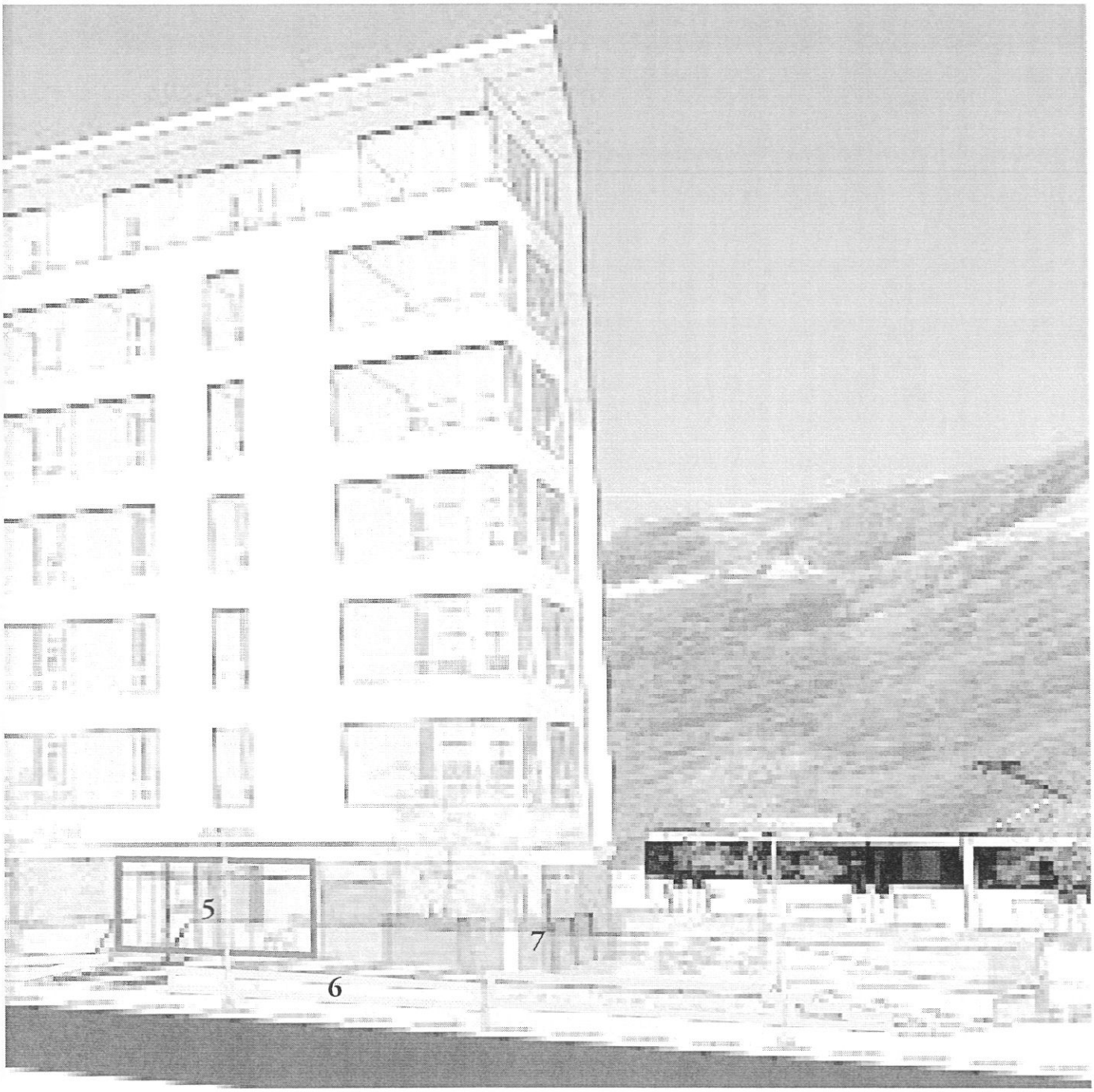


1 The grade level garage, trash and bicycle storage areas are wet floodproofed. Walls are reinforced and only flood resistant building materials are used below DFE. Flood vents are installed throughout to allow the free entry and exit of flood waters.

2 A landscaped buffer and shade trees enhance streetscape and capture rainwater.

3 Fire suppression, alarm, communications equipment and elevator mechanicals are located on the 2nd floor. Heating and cooling equipment is mounted on the roof.

4 1st occupied residential floor, critical systems and mechanical equipment are located above DFE.



5 The residential lobby is finished with wet floodproof materials to quickly recover from flooding. Emergency egress stairs from residential floors enter this space, and vents enable door operation even if the area is flooded. The elevator shaft is reinforced construction and protected by a passive flood door.

6 A slightly elevated retail and residential entry plaza is introduced to help protect these areas from light flooding and to add visual interest to the streetscape. ADA ramps are integrated into the setback and streetscape design to provide ease of access.

7 The glass facade wall on the retail space are fitted with flood gates to the DFE to protect against flooding and damage from floating debris. the lobby is not designed for emergency egress and will be vacated during storm.

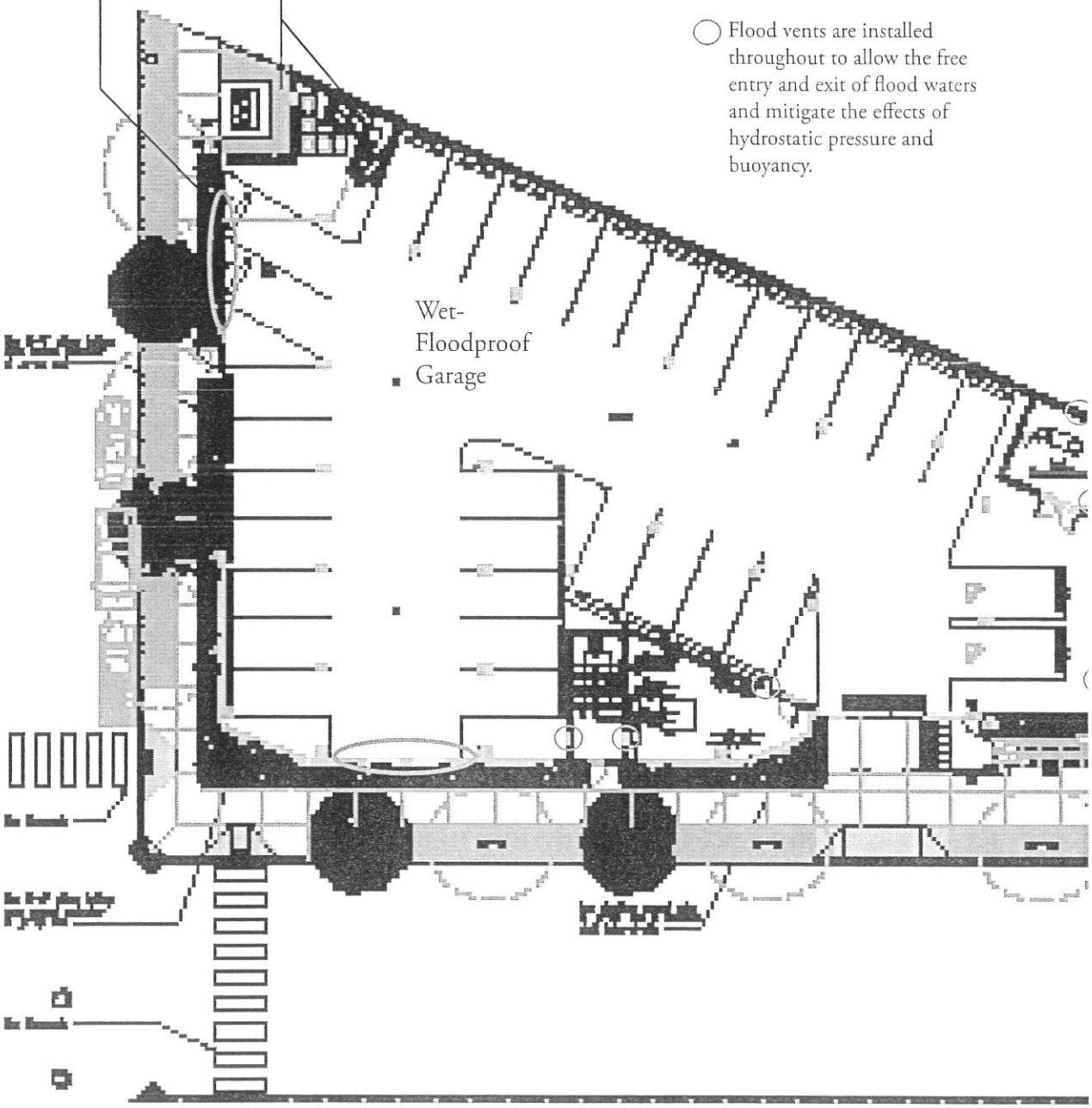
600 HARRISON STREET - NEW CONSTRUCTION

A landscaped buffer around the garage and the addition of shade trees enhance the streetscape and help capture rainwater delaying its entry into the sewer system.

A mechanical mezzanine is provided in the garage to elevate utility connections above DFE.

An elevated platform is also provided outside of the building to raise Public Service's Transformer above DFE.

Flood vents are installed throughout to allow the free entry and exit of flood waters and mitigate the effects of hydrostatic pressure and buoyancy.

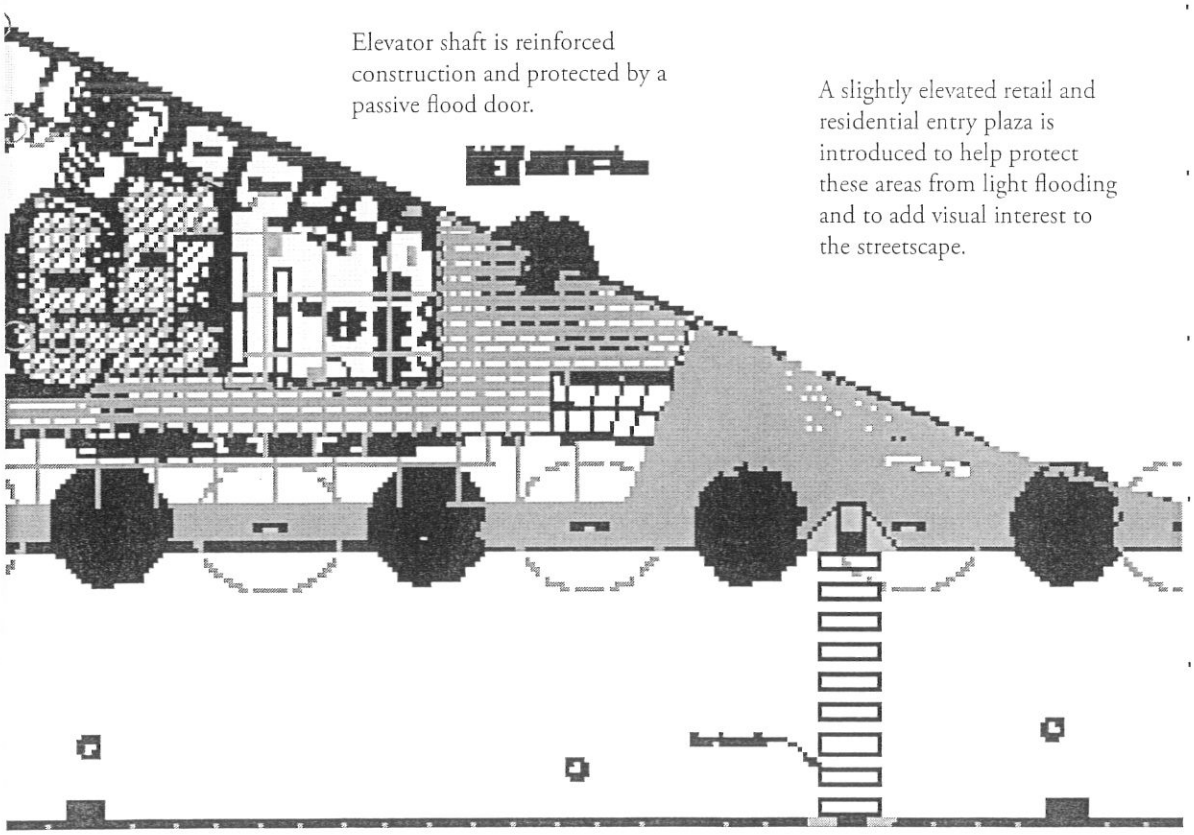


All other building systems are elevated. Fire suppression, alarm and communications equipment and elevator mechanicals are located on the 2nd floor. Heating and cooling equipment are mounted on the roof.

The grade level garage, trash and bicycle storage areas are wet floodproofed. Walls are reinforced and only flood resistant building materials are used below DFE.

FLOOD DAMAGE RESISTANT DESIGN & ACTIVE URBAN STREETSCAPE

(COMPLIANT WITH NFIP & FEMA GUIDELINES)



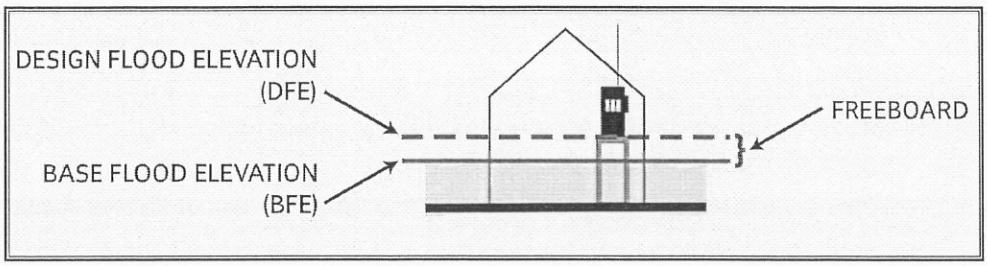
An ADA compliant ramp is integrated into the setback and streetscape design to provide ease of access for all residents and business patrons.

The glass façade wall on the retail space and lobby are fitted with flood gates to the DFE to protect against flooding and damage from floating debris. The lobby is not designed for emergency egress and will be vacated during a storm event. The residential lobby is finished with wet floodproof building materials and finishes for quick and easy recovery if flooded.

- Retail use spaces are dry flood proofed with flood gates outside of commercial storefront system.
- Any door in a demising wall between a residential use and a retail use is to be flood proof.
- Demising walls separating retail from residential are to be reinforced and dryproofed.
- Residential use spaces are wet flood proofed with flood vents; these include the garage area and any emergency egress stairwells.

REFERENCES
&
RESOURCES

The City's Flood Zones are subject to change as new data becomes available. Check with the NFIP Floodplain Administrator to make sure this is the most recent map.
JERSEY CITY
UNION CITY
HUDSON RIVER
11
12
13
14
15
16
City of Hoboken
Flood Hazard Area
Municipal Boundary
1% Flood Hazard Limit
0.2% Flood Hazard Limit
Flood Zones
A (1% Flood Hazard)
Shaded X (0.2% Flood Hazard)
V
16 Base Flood Elevation
Advisory Base Flood Elevations (ABFE)
Data Publication Date January 29, 2013
Elevations referenced to NAVD88 feet
0
0.25
Miles



Freeboard Requirements for the City of Hoboken

Building Type	Zone X	Zone A	Zone V
Residential structures	+1 ft	+1 ft	+2 ft
Building and other structures with school or day-care facilities; and other nonessential facilities	+1 ft	+1 ft	+2 ft
Essential facilities	+1 ft	+2 ft	+3 ft
Buildings and other facilities that manufacture, process, handle, store, use or dispose of hazardous materials	+1 ft	+2 ft	+3 ft
Temporary Structures	N/A	+1 ft	N/A

Design Flood Elevation (DFE)

The elevation to which construction is regulated in the City of Hoboken is the base flood elevation on the adopted FEMA Flood Maps, as illustrated on page 44, plus freeboard outlined to the left.

Essential facilities include, but are not limited to; fire, rescue, ambulance, and police stations and emergency vehicle garages; buildings designated as emergency shelters; other facilities required for emergency response; hospitals and other health care facilities having surgery or emergency treatment facilities; power-generating stations and other public utility facilities.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on page 1-9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Company NAIC Number:
City / State / ZIP Code	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):
- a) Square footage of crawlspace or enclosure(s) _____ sq ft
- b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A8.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
- a) Square footage of attached garage _____ sq ft
- b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A9.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ / _____ / _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	☐ feet ☐ meters
b) Top of the next higher floor	_____ . _____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	☐ feet ☐ meters
d) Attached garage (top of slab)	_____ . _____	☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	☐ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	☐ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	☐ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

FEMA Form 086-0-33 (7/12) See reverse side for continuation. Replaces all previous editions.

RESOURCES

ZATION CERTIFICATE, page 2

PORTANT: In these spaces, copy the corresponding information from Section A.	FOR INSURANCE COMPANY USE
iling Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Policy Number:
y State ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

py both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

mments

gature Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

r Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C.
r Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of instructions),

the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

e property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or ne AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

perty Owner or Owner's Authorized Representative's Name

dress City State ZIP Code

gature Date Telephone

mments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

e local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

. ☐ The following information (Items G4–G9) is provided for community floodplain management purposes.

. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____

. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____

.0. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

cal Official's Name Title

munity Name Telephone

gature Date

mments

☐ Check here if attachments.

A Form 086-0-33 (7/12) Replaces all previous editions.

RESOURCES

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

FLOODPROOFING CERTIFICATE
FOR NON-RESIDENTIAL STRUCTURES

OMB No. 1660-0008
Expiration Date: July 31, 2015

The floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation; however, a floodproofing design certification is required. This form is to be used for that certification. Floodproofing of a residential building does not alter a community's floodplain management elevation requirements or affect the insurance rating unless the community has been issued an exception by FEMA to allow floodproofed residential basements. The permitting of a floodproofed residential basement requires a separate certification specifying that the design complies with the local floodplain management ordinance.

BUILDING OWNER'S NAME

STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER

OTHER DESCRIPTION (Lot and Block Numbers, etc.)

CITY | STATE | ZIP CODE

SECTION I – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Provide the following from the proper FIRM:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE	BASE FLOOD ELEVATION (in AE Zones, Use Depth)

Indicate elevation datum used for Base Flood Elevation shown above: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

SECTION II – FLOODPROOFING INFORMATION (By a Registered Professional Engineer or Architect)

Elevations are based on: ☐ Construction Drawings ☐ Building Under Construction ☐ Finished Construction

Floodproofing Design Elevation Information:

Building is floodproofed to an elevation of _____, _____ feet (In Puerto Rico only: _____, _____ meters). ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
(Elevation datum used must be the same as that used for the Base Flood Elevation.)

Height of floodproofing on the building above the lowest adjacent grade is _____ feet (In Puerto Rico only: _____ meters).

For Unnumbered A Zones Only:

Highest adjacent (finished) grade next to the building (HAG): _____, _____ feet (In Puerto Rico only: _____, _____ meters)

☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

(NOTE: For insurance rating purposes, the building's floodproofed design elevation must be at least 1 foot above the Base Flood Elevation to receive rating credit. If the building is floodproofed only to the Base Flood Elevation, then the building's insurance rating will result in a higher premium.)

SECTION III – CERTIFICATION (By a Registered Professional Engineer or Architect)

Non-Residential Floodproofed Construction Certification

I certify that, based upon development and/or review of structural design, specifications, and plans for construction, the design and methods of construction are in accordance with accepted standards of practice for meeting the following provisions:

The structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation indicated above, with walls that are substantially impermeable to the passage of water.

All structural components are capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

I certify that the information on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME | LICENSE NUMBER (or Title Block)

TITLE | COMPANY NAME

ADDRESS | CITY | STATE | ZIP CODE

SIGNATURE | DATE | PHONE

Copies should be made of this Certificate for: 1) community official, 2) insurance agent/company, and 3) building owner.

RESOURCES

National Flood Insurance Program

FLOODPROOFING CERTIFICATE

FOR NON-RESIDENTIAL STRUCTURES

Paperwork Reduction Act Notice

General: This information is provided pursuant to Public Law 96-511 (the Paperwork Reduction Act of 1980, as amended), dated December 11, 1980, to allow the public to participate more fully and meaningfully in the Federal paperwork review process.

Authority: Public Law 96-511, amended; 44 U.S.C. 3507; and 5 CFR 1320.

Paperwork Burden Disclosure Notice: Public reporting burden for this data collection is estimated to average 3.25 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). NOTE: Do not send your completed form to this address.

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimate the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

RESOURCES

	Description	Hoboken Chapter 140 (adopted 12-18-2013)	NJ UCC (building subcode and residential subcode)
Elevation of Lowest Floor	Minimum elevation is BFE + 1 ft As-built surveyed elevation certification required.	§ 140-16E and Table 1 § 140-12A	Building: 1612.4; 1612.5(1.1) ASCE 24: 2.3 and Table 2-1 Residential: R322.2.1; R322.1.10
Dry Floodproofing Design and Elevation (only nonresidential and nonresidential portions of mixed-use buildings)	Minimum elevation is BFE + 1 ft. Design certification required.	§ 140-17B § 140-16E and Table 1 § 140-12B	Building: 1612.4, 1612.5(1.3) ASCE 24: Ch. 6 Residential: not permitted
Structural Fill (slab-on-grade)	Compacted for stability during flooding. Avoid using fill that limits storage of stormwater.	§ 140-16B(2) "methods and practices and minimize flood damage"	Building: 1612.4, 1804.4 ASCE 24: 1.5.4; 2.4 Residential: R322.1.2, R506
Use of Enclosed Areas Below Elevated Lowest Floor (not dry floodproofed)	Only parking of vehicles, storage and building access. Avoid storing damageable items and hazardous materials in flood-prone enclosures.	§ 140-17A(3) and -17B(6)	Building: 1612.4 ASCE 24: 2.6 Residential: R322.2.2
Walls of Enclosures (including walls forming crawlspaces or garages)	Must have flood openings; engineered openings must be certified.	§ 140-17A(3) and -17B(6)	Building: 1612.4; 1612.5(1.1) ASCE 24: 2.6 Residential: R322.2.2; R309.3 (garages)
Flood Damage-Resistant Materials	Readily cleanable and stable after inundation.	§ 140-15B	Building: 1612.4 ASCE 24: Ch. 5 Residential: R322.1.8
Electrical, Heating, Ventilation, Plumbing, and Air Conditioning Equipment	Must be elevated unless specifically designed. Should not be located in enclosures unless required based on limited use. For nonresidential, may be located inside floodproofed barrier.	§ 140-16C(4)	Building: 1403.5, 1612.4 ASCE 24: Ch. 7 Residential: R322.1.6 (and references to this section in mechanical, fuel gas, and plumbing chapters)

"I'VE HAD A FIRM BELIEF THAT THE BEST FLOOD MITIGATION IS TO DO IT RIGHT THE FIRST TIME. AND HAVING WELL WRITTEN CODES AND REGULATIONS ARE OF PARAMOUNT IMPORTANCE WHEN IT COMES TO DOING IT RIGHT!"

- RECECCA C. QUINN, CFM OF RC QUINN CONSULTING, INC

Common abbreviations used in this document:

ADA - American's with Disabilities Act

ASCE - American Society of Civil Engineers

DFE - Design Flood Elevation

EC - Elevation Certificate

FEMA - Federal Emergency Management Agency

FIRM - Flood Insurance Rate Map

IBC - International Building Code

NFIP - National Flood Insurance Program

SFHA - Special Flood Hazard Area

SI/SD - Substantial Improvement/Substantial Damage

UCC - Universal Construction Code

Common terms used in this document:

Base Flood: The flood having a 1% chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the 100 year flood.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides. (Note: this definition is limited to application of flood damage reduction requirements; it differs from the UCC definition that applies outside of special flood hazard areas.)

Design Flood Elevation: The elevation to which construction is regulated in the City of Hoboken; it is the base flood elevation on the FIRM plus freeboard outlined in section 104-16 of the City's Code.

Dry Floodproofing: A combination of design modifications that results in a building or structure, including the attendant utility and sanitary facilities, being water tight with walls substantially impermeable to the passage of water and with structural components having the capacity to resist loads as identified in ASCE 7.

Flood Insurance Rate Map (FIRM): The official map on which the Federal Emergency Management Agency has delineated both areas of special flood hazard and the risk premium zones applicable to the community.

Flood Hazard Map: The official map adopted by the City of Hoboken to delineate flood hazard areas and used to regulate development.

Flood Zone: Designations shown on FEMA's FIRM:

> **Zone A:** Special flood hazard areas inundated by the 1% annual chance flood; base flood elevations are not determined.
>
> **Zone AE:** Special flood hazard areas subject to inundation by the 1% annual chance flood; base flood elevations are determined; floodways may or may not be determined.

Zone AO: Areas of shallow flooding, with or without a designated average flood depth.

Zone X (shaded): Areas subject to inundation by the 500-year flood (0.2% annual chance); areas subject to the 1% annual chance flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.

Zone X (unshaded): Areas determined to be outside the 1% annual chance flood and outside the 500-year floodplain.

Zone VE: Special flood hazard areas subject to inundation by the 1% annual chance flood and subject to high velocity wave action (also referred to as coastal high hazard areas).

Highest Adjacent Grade: The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Limit of Moderate Wave Action (LiMWA): The inland limit of the area affected by waves greater than 1.5 feet during the base flood. Base flood conditions between the Zone VE and the LiMWA will be similar to, but less severe than, those in the Zone VE.

Lowest Floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so to render the structure in violation of other applicable nonelevation design requirements.

Special Flood Hazard Area: Term used by FEMA to identify the land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE, or V1-30.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (A) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or (B) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Wet floodproofing: floodproofing method that relies on the use of flood damage-resistant materials and construction techniques to minimize flood damage to areas below the design flood elevation of a structure intentionally allowed to flood.

ASCE 7. Minimum Design Loads for Buildings and Other Structures (2010), American Society of Civil Engineers. http://dx.doi.org/10.1061/9780784412916

ASCE 24. Flood Resistant Design and Construction (2005), American Society of Civil Engineers. FEMA's "Highlights of ASCE 24-05." http://www.fema.gov/library/viewRecord.do?id=3515.

FEMA Hurricane Sandy Recovery Advisories (2013). http://www.fema.gov/building-science/hurricane-sandy-building-science-activities-resources.

FEMA P-312. Homeowner's Guide to Retrofitting (2014). https://www.fema.gov/media-library/assets/documents/480.

FEMA P-467-2. Floodplain Management Bulletin: Historic Structures (2008). https://www.fema.gov/media-library/assets/documents/13411.

FEMA P-758. Substantial Improvement / Substantial Damage Desk Reference (2010). http://www.fema.gov/library/viewRecord.do?id=4160.

FEMA P-936. Floodproofing Non-Residential Buildings (2013). http://www.fema.gov/media-library/assets/documents/34270.

FEMA P-938. Hurricane Isaac in Louisiana (2013; Hurricane Isaac Recovery Advisories in Appendix D). https://www.fema.gov/media-library/assets/documents/31386.

FEMA Technical Bulletins. http://www.fema.gov/plan/prevent/floodplain/techbul.shtm.

4

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF THE ATTACHED HORIZON THIRD PARTY INSURANCE ADMINISTRATION AGREEMENT

WHEREAS, the City deems it beneficial to change to a self-insured health benefits program and to engage the services of a risk manager/third party administrator for the City's self-insured benefits program (the "Third Party Administrator") and;

WHEREAS, Horizon Blue Cross of New Jersey ("BCBS") has submitted a proposal and contract, as attached, to provide third-party administration services on behalf of the City in furtherance of it self-insured benefits program, which contract is made a part hereof; and

WHEREAS, the cost to perform the third-party administration services proposed by BCBS is based upon a monthly fee, per covered employee, in amounts not to exceed: $124.73/person/month = approximately $1,477,314.00 per year total; and

WHEREAS, the City desires to appoint and retain BCBS to serve as Third-Party Administrator for the City's self-insured health benefits program, with the change effective December 1, 2015, a period of one (1) year or at the pleasure of the City, whichever shall first occur or be exercised, respectively; and

WHEREAS, the City proposes to enter into the attached contract memorializing the scope of services to be performed by BCBS and the compensation to be paid for Third-Party Administrator; and

WHEREAS, the City has determined that BCBS, which is our current plan administration pursuant to the City's prior utilization of proper Pay to Play (state and local) procedures, is competent, qualified and experienced to continue to serve the City, as the City's Third-Party Administrator for its newly developed self-insured health benefits program; and

WHEREAS, the City has so determined on the basis of the foregoing, that it is necessary for its efficient operation to retain the services of BCBS to begin to serve as Third-Party Administrator for the City's newly developed self-insured health benefits program; and

WHEREAS, said services are exempt from the requirements of public building pursuant to N.J.S.A. 40A:11-5 (1)(m); and

WHEREAS, pursuant to, and in accordance with N.J.A.C. 5:34-2.3, the Business Administrator has advised that it is not reasonably possible to draft specifications, and has explained why the contract satisfies the Statutory and Administrative Code requirements for Extraordinary Unspecifiable Services pursuant to N.J.S.A. 40A:11-5 (1)(m); and

WHEREAS, under the fair and open process pursuant to N.J.S.A. 19:44A-20 et seq., BCBS, along with two other respondents, responded to the City's Request for Qualifications and BCBS was the only respondent qualified as competent to provide third-party administration for health benefits which could offer the same continuation of benefits and provides as the City's employees currently receive; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of contracts for insurance consulting/Third-Party Administrator services without public building and the contract itself be available for public inspection, which is hereby requested of the City Clerk; and

WHEREAS, the Chief Financial Officer of the City has certified the funds that are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the City Council, (a majority of the full membership voting affirmatively) as follows:

1. BCBS shall be and is hereby appointed to serve as Third-Party Administrator to the City of Hoboken's self-insured health benefits program, excluding stop loss coverage, with a transfer of the program on December 1, 2015, for a period of one (1) year or at the pleasure of the City, whichever shall first occur or be exercised, respectively.

2. The Mayor shall be and is hereby authorized to execute the attached contract with BCBS memorializing the scope of services and compensation to be paid, in such final form as is acceptable to the City, as evidenced by the Mayor's signature thereon.

3. A copy of this Resolution and the contract retaining BCBS as Third-Party Administrator for the City's self-insured health benefits program shall be placed on file and made available for public inspection in the Office of the City Clerk, upon execution by the Mayor.

4. A notice of this contract award shall be published in the form prescribed by law

5. The formal action(s) of the City Council embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

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

CITY OF HOBOKEN

THIS IS TO CERTIFY TO THE CITY COUNCIL THAT THERE ARE:

FUNDS AVAILABLE _____

FUNDS ARE NOT AVAILABLE _____

BUDGET ACCOUNT _____

VENDOR _____

CONTRACT NUMBER _____

REASON _____

AMOUNT

_____

CONTRACT LENGTH _____

_____

George DeStefano, CMFO

CERTIFICATION FOR AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT

TO: **Members of the Board of Commissioners**

FROM: **Quentin Wiest, Business Administrator**

SUBJECT:

This is a contract for the Provision of Consulting – Third Party Administration Services

This certification is submitted to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: **Horizon Blue Cross of New Jersey ("Contractor")**

Duration: **One Year**

Purpose: **To provide on behalf of the City Third Party Administration of its self-insurance benefits program**

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b).

I do hereby certify to the following:

I. Provide a clear description of the nature of the work to be done.

This contract will be for the provision of an insurance consulting service. As the Business Administrator, I am familiar with the nature of the work to be done under the contract which is to be performed by an entity with expertise, extensive training, and a proven reputation in the field of endeavor. It is critical to the efficient operations of the City that insurance consulting services for self-insured benefits be performed by an entity with expertise, extensive training, and a proven reputation in the field of endeavor. There is a close relationship between the services rendered as Third Party Administrator (with respect to the City's self-insured health benefits program) and the services being rendered as present plan administrator.

II. Describe in detail why the contract meets the provisions of the statute and rules:

This is a contract for extraordinary unspecifiable services as provided under N.J.S.A. 40A:11-5, as such services are of such a qualitative nature that the performance of the services cannot be reasonably described by written specifications and such services, being insurance consulting and administrative services, are automatically Extraordinary Unspecifiable Services, See Local Finance Notice AU 2002-2, and N.J.S.A. 40A:11-5(1)(m).

III. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:

See II. Insurance consulting and administrative service contracts satisfy the criteria of Extraordinary Unspecifiable Services.

Horizon

Horizon Blue Cross Blue Shield of New Jersey

ADMINISTRATIVE SERVICES AGREEMENT

BY AND BETWEEN

HORIZON HEALTHCARE SERVICES, INC. d.b.a., HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY

Three Penn Plaza East
Newark, New Jersey 07105

AND

City of Hoboken

94 Washington StreetHoboken, New Jersey 07030]

EFFECTIVE DATE: October 1, 2015]

Services and products are provided by Horizon Blue Cross Blue Shield of New Jersey. Horizon BCBSNJ is an independent licensee of the Blue Cross and Blue Shield Association. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association. The Horizon name and symbols are service marks of Horizon Blue Cross Blue Shield of New Jersey. *Making Healthcare Work* is a registered mark of Horizon Blue Cross Blue Shield of New Jersey. © 2012 Horizon Blue Cross Blue Shield of New Jersey.

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SECTION 1: PURPOSE

1.1 **THIS AGREEMENT** entered into this 1st day of October 2015 ("Effective Date") is by and among the City of Hoboken, having its principal place of business at 94 Washington Street, Hoboken, New Jersey ("Contract Holder") and Horizon Healthcare Services, Inc., d.b.a. Horizon Blue Cross Blue Shield of New Jersey with its principal place of business at Three Penn Plaza East, Newark, NJ 07105 ("Horizon BCBSNJ").

1.2 Contract Holder is an employer or an entity that has established and operates a self-funded [medical expense/dental/prescription drug] plan(s) (the "Plan") for the benefit of its eligible Participants and Beneficiaries (collectively "Plan Participants") and the Plan is: (a) an employee welfare benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or (b) a benefit plan that is otherwise governed by applicable state or federal laws.

1.3 Horizon BCBSNJ possesses the administrative resources to assist Contract Holder in providing its Plan Participants with Plan benefits.

1.4 Contract Holder desires to enter into this Agreement with Horizon BCBSNJ and Horizon BCBSNJ is willing to provide specified administrative services in connection with Contract Holder's Plan benefit for good and valuable consideration.

SECTION 2: DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions of words and terms shall apply wherever they appear in this Agreement:

2.1 **Capitation.** A system of payment used to reimburse certain providers and/or facilities. Reimbursement is made at a predetermined monthly rate based on the number of enrolled Plan Participants. The rate of Capitation is paid regardless of actual services rendered by a provider to a Plan Participant. Capitation payments shall be deemed to be a Claim(s).

2.2 **Claim(s).** Payments made in connection with services, supplies, and health care service provider's management of such services and supplies as it relates to benefits covered under Contract Holder's Plan. Such expenses may include, but are not limited to: 1) fee-for-service payments; 2) Capitation payments; 3) care coordination fees; 4) outcome based performance or shared savings payments to providers of health care services that is based upon quality and/or cost effectiveness measures; and 5) costs associated with Horizon BCBSNJ's Network Provider Programs (as such term is defined in Section 6.3.1) that is designed to reduce overall medical expenses and the rate of growth in such expenses. Details on specific payments and programs are available upon request. .

2.3 **CMS.** The federal Centers for Medicare and Medicaid Services.

2.4 **HIPAA.** The Health Insurance Portability and Accountability Act of 1996, as amended.

2.5 **Incur(s)/Incurred.** When used with reference to health care services or supplies, this means the time when the services have been rendered, or the supplies provided, to or on behalf of a Plan Participant under Contract Holder's Plan. Additionally, any payments made by Horizon BCBSNJ to Network Providers under Network Provider Programs shall be deemed to have been Incurred in the time period for which Horizon BCBSNJ based the payment (for example, a retrospective quality incentive or shared savings payment paid to a Network Provider based on meeting or exceeding quality metrics or cost effectiveness measures shall be deemed to have been Incurred in the attributable days and months as opposed to the date payment is made).

2.6 **Provider Network(s).** The various Network Providers that Horizon BCBSNJ makes available to self-insured clients and that have entered into or are governed by contractual arrangements under which they agree to provide health care services to Plan Participants and to accept negotiated fees for those services.

2.7 **Material Environmental Change.** A Material Environmental Change can occur if:

(a) a new federal or state law becomes effective;
(b) an existing law is changed; or
(c) there is a new interpretation of an existing law by a court or other governmental authority of competent jurisdiction.

If the occurrence of subsections (a), (b) or (c) could reasonably be expected to prohibit, restrict or in any way materially and adversely change: (i) the method or manner in which Horizon BCBSNJ conducts its business; (ii) its ability to carry out the transactions of this Agreement; (iii) its ability to receive the economic benefits contemplated by this Agreement; or (iv) if a court of competent jurisdiction holds that a material provision of this Agreement is invalid, void or unenforceable, it is a "Material Environmental Change".

2.8 **Network Access Fee.** The charge, if applicable, for the development and maintenance of Horizon BCBSNJ's Provider Network(s).

2.9 **Network Provider(s).** Physicians, other medical professionals and healthcare facilities that participate in Horizon BCBSNJ's Provider Network(s).

2.11 **Paid.** The time at which Horizon BCBSNJ has paid for the health care services rendered, or health care supplies provided, to a Plan Participant.

2.11 **Party/Parties.** Party shall mean either Contract Holder or Horizon BCBSNJ. Parties shall mean, collectively, Contract Holder and Horizon BCBSNJ.

2.12 **Plan.** The [medical/dental/prescription drug] benefits provided by Contract Holder for the benefit of Plan Participants and administered for Contract Holder by Horizon BCBSNJ pursuant to this Agreement.

2.13 **Plan Administrator.** The Contract Holder.

2.14 **Plan Participant(s).** Participants and Beneficiaries of the Plan as defined in the Plan's Plan Document.

2.15 **Plan Document**. The written document detailing the benefits provided to Plan Participants through the Plan. Where applicable, the Plan Document shall conform to the minimum requirements of ERISA and Contract Holder shall be responsible for compliance with any applicable requirements.

2.15 **Projected Claims.** The dollar amount of Claims which Horizon BCBSNJ estimates Plan Participants will Incur during each year, month or week during the Term(s) of this Agreement.

2.16 **Proprietary Business Information.** Information about Horizon BCBSNJ's or Contract Holder's business that is confidential, proprietary, a trade secret or is not readily available to the general public, including information that has been designated by Horizon BCBSNJ or Contract Holder as being confidential or proprietary.

2.17 **Related Entities.** A corporation or other lawful entity that: (a) is Contract Holder's subsidiary or affiliate; (b) meets Horizon BCBSNJ's underwriting requirements for participation under the terms of this Agreement; and (c) has been specifically approved by Horizon BCBSNJ to participate in this Agreement.

2.18 **Taxes and Assessments.** A charge that is imposed, anticipated, assessed or levied by any federal, state, local or other governmental entity and that is applicable to the Plan or any function undertaken by Horizon BCBSNJ under this Agreement. This shall include any interest, fines, or penalties relating to

such charges, unless caused by Horizon BCBSNJ's unreasonable determination to dispute the charges. This shall not include any charges or taxes imposed on Horizon BCBSNJ's net income.

2.19 **Utilization Review Services.** The following Utilization Review Services will be provided by Horizon BCBSNJ pursuant to this Agreement to the extent they are provided for in the Contract Holder's Plan::

(a) **Admission Review** - The review which occurs within 48 hours of an emergency admission or nonscheduled obstetrical inpatient admission (excluding caesarian sections) to help determine the medical necessity of a Plan Participant's inpatient admission.
(b) **Concurrent Review** - The review of medical necessity conducted during a Plan Participant's inpatient admission to help determine the necessity of his/her inpatient stay at a given level of care.
(c) **Estimated Length of Stay** - An estimated number of days of inpatient stay, assigned based upon admission information regarding the Plan Participant and his/her diagnosis that should not be exceeded without review and approval.
(d) **Outpatient Procedure Certification** - The prospective review of surgical, diagnostic, or therapeutic outpatient procedures recommended for the Plan Participant which occurs prior to the applicable procedure to help determine its medical necessity.
(e) **Pre-Admission Review** - The review which occurs prior to a Plan Participant's nonemergency, or scheduled, inpatient admission to help determine the admission's medical necessity.
(f) **Mental, Alcohol and Substance Abuse Services Review** - The review to help determine the medical necessity and medical appropriateness of mental, alcohol and substance abuse services recommended for a Plan Participant.

SECTION 3: RELATIONSHIP OF THE PARTIES

3.1 **Nature of this Agreement**. The relationship of Contract Holder and Horizon BCBSNJ shall be governed solely by this Agreement. Contract Holder delegates to Horizon BCBSNJ certain powers and responsibilities as specifically provided for in this Agreement and the Parties further agree as follows:

3.1.1 This Agreement provides for administrative services only. Horizon BCBSNJ does not assume any financial risk or obligation with respect to Claims and shall not be obligated to disburse more in Claims than Contract Holder agrees to reimburse Horizon BCBSNJ. This Agreement shall not be deemed an agreement of insurance or prepaid benefit plan under the laws of New Jersey or any other jurisdiction;

3.1.2 Any function not specifically delegated to and assumed by Horizon BCBSNJ in this Agreement shall remain the sole responsibility of Contract Holder;

3.1.3 Horizon BCBSNJ shall not be responsible for any delay in the performance of this Agreement or for the non-performance of this Agreement, which delay or non-performance is caused by or contributed to by Contract Holder's failure to provide any information or Contract Holder's undertaking actions or activities or failing to undertake actions or activities so that Horizon BCBSNJ is or would be prohibited from the due observance or performance of any material covenant, condition or agreement contained in this Agreement; and

3.1.4 Horizon BCBSNJ is not a provider of medical services, advice, or supplies, nor does it provide compliance or related legal services in connection with Contract Holder's Plan.

3.2 **Eligibility of Contract Holder**. Contract Holder agrees and understands that it is a legal entity which conducts current business or other lawful activities and has the legal capacity to enter into this Agreement. Determination of group eligibility is at the sole discretion of Horizon BCBSNJ based on its

interpretation of the applicable laws, application of its underwriting or contracting criteria, and any other pertinent rules.

3.3 **Eligibility of Related Entities.** Contract Holder agrees that to the extent that Related Entities participate in this Agreement, Contract Holder shall act for them and shall be deemed the legally authorized entity to make contractual decisions. Contract Holder also represents that together Contract Holder and the Related Entitles covered under the Plan make up a single "control group" as defined by ERISA.

3.4 **Parties to this Agreement**. Contract Holder agrees and understands that this Agreement is solely between Contract Holder and Horizon BCBSNJ.

3.5 **Liability for Benefits**. Contract Holder is liable for and shall underwrite all of the Plan benefits provided to its Plan Participants under the Plan. Horizon BCBSNJ does not insure, guarantee, or otherwise underwrite any Plan benefits.

3.6 **Subcontractors**. Horizon BCBSNJ's services under this Agreement may be performed wholly or in part by subcontractors of its choice. Horizon BCBSNJ shall remain responsible for any failure of a subcontractor to perform as required pursuant to this Agreement.

3.7 **Regulatory Compliance**. Contract Holder and Horizon BCBSNJ shall each comply with state and federal laws, rules, and regulations, now and hereafter, where applicable to the subject matter of this Agreement. The Parties shall agree to comply with any newly applicable state and federal laws, rules and regulations in accordance with *Section 4.6 – Compliance with Laws*.

3.8 **Independent Contractors**. The relationship between Contract Holder and Horizon BCBSNJ is that of independent contracting Parties. Contract Holder and Horizon BCBSNJ shall not be deemed to be partners, joint venturers, or otherwise considered to be the employee or agent of one another. Further, the Parties expressly acknowledge that each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such party (or any of its agents or employees) an agent, servant, representative, or employee of, such other party.

SECTION 4: CONTRACT HOLDER RESPONSIBILITIES

4.1 **Contract Holder as Plan Administrator**. Contract Holder acknowledges that it is the Plan Administrator of the Plan. In no event shall Horizon BCBSNJ be deemed the Plan Administrator of the Plan. Horizon BCBSNJ provides specified administrative services under this Agreement and any reference to Horizon BCBSNJ's administration of the Plan is descriptive only. The administration of the Plan shall not confer to Horizon BCBSNJ any Plan fiduciary responsibility except to the extent this Agreement specifically requires Horizon BCBSNJ to have the fiduciary responsibility for a Plan administrative function.

4.2 **Plan Description**. To enable Horizon BCBSNJ to provide its administrative services in connection with the Plan as of this Agreement's Effective Date, Contract Holder will prepare a description of the Plan's benefit design, including any exclusion, with the assistance of Horizon BCBSNJ. Such Plan description shall be agreed to and expressly endorsed by Contract Holder as consistent with the Plan Document(s) and shall be part of the [National Account Enrollment Group Summary(ies)/Benefit Information Forms/Central Product Library]. Horizon BCBSNJ will administer the Plan in accordance with the plan description as provided by the Contract Holder.

4.3 **Plan Consistent with this Agreement**. Contract Holder agrees that any Plan Document, "summary plan description" within the meaning of ERISA or any other benefit summary document describing the Plan's benefits, exclusions, and other pertinent information shall be consistent with the terms of this Agreement.

4.4 **Information about Plan Changes**. Contract Holder agrees to furnish Horizon BCBSNJ with prompt notification of any changes to the Plan or materials connected with it, so that Horizon BCBSNJ can determine the effect of such changes, if any, on the services provided. If such services are affected, any change in the services must be mutually agreed to in writing prior to its implementation. If Horizon BCBSNJ cannot implement the change, or if the change affects the Administrative Charges for the services, Horizon BCBSNJ will so notify Contract Holder within 30 days after being notified of the change.

4.5 **Notices to Plan Participants**. Contract Holder shall provide Plan Participants with the information and documents necessary to access Plan benefits and Horizon BCBSNJ shall provide reasonable assistance, subject to Horizon BCBSNJ's approval. Further, Contract Holder understands that it shall remain solely responsible for complying with the notice requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), HIPAA and other relevant laws. Horizon BCBSNJ assumes no responsibility for COBRA compliance under the Plan, except insofar as Horizon BCBSNJ continues to process and make payments for Claims with respect to former Plan Participants whose coverage under the Plan continues pursuant to COBRA.

4.6 **Compliance with Laws**. Except as otherwise provided in this Agreement, Contract Holder is solely responsible for complying with all applicable provisions of ERISA, the Affordable Care Act, or other governing state and/or federal laws and regulations. This includes the fiduciary responsibilities of structuring the Plan and maintaining adequate funding to support the Plan and any employer reporting obligations as may be promulgated under the Affordable Care Act or other applicable federal or state laws. Contract Holder is also responsible for providing Plan Participants with copies of the ERISA Plan Document describing the Plan and with copies of a Summary Plan Description, Summary of Benefits and Coverage, or other document describing the Plan's benefits, limitations, exclusions, and waiting periods, unless otherwise agreed to by the Parties. Such documents shall be shared with Horizon BCBSNJ upon reasonable request.

4.7 **Medicare Secondary Payer Mandatory Reporting**. As an administrator of Contract Holder's Plan, Horizon BCBSNJ is obligated to report certain information to CMS under the Medicare Secondary Payer Mandatory Reporting Provisions in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. This information includes, but is not limited to, Employer Tax Identification Numbers, employer size, employer address, and Social Security numbers for all Plan Participants. Contract Holder agrees to provide this information to Horizon BCBSNJ, and to periodically verify said information as requested by Horizon BCBSNJ, to meet these reporting requirements.

4.8 **Liability for Claims by Governmental Programs and Agencies.** Contract Holder acknowledges and agrees that Contract Holder shall at all times remain liable for the payment and satisfaction of demands for repayment asserted by Medicare, Medicaid or other similar government or medical assistance programs, including those asserted by governmental agencies such as the United States Department of Veteran Affairs. Contract Holder agrees to indemnify and hold Horizon BCBSNJ harmless from any such demands. Indemnification for said liabilities shall be inclusive of all demands which predate the Effective Date of this Agreement and shall survive the termination of this Agreement.

SECTION 5: ENROLLMENT AND ELIGIBILITY

5.1 **Offer of Coverage.** Contract Holder agrees to offer coverage under the Plan administered by Horizon BCBSNJ under this Agreement to all eligible Plan Participants under terms and conditions no less favorable than the Plan administered by another administrator. Horizon BCBSNJ understands that Contract Holder's eligibility rules shall determine participation in the Plan.

5.2 **Enrollment Periods**. Contract Holders shall conduct regular enrollment periods in accordance with the Plan's customary practices and in accordance with its Plan Document. Enrollment transactions with respect to Plan Participants shall include:

5.2.1 Additions if newly hired or otherwise becoming eligible for coverage;
5.2.2 Changes in coverage type for purposes of adding or deleting a dependent(s) from coverage; and
5.2.3 Coverage termination.

5.3 **Eligibility Information.** Contract Holder agrees that Horizon BCBSNJ, in administering the Plan, will rely on the most current information provided to it by Contract Holder with respect to the persons who are Plan Participants, and that any changes in this information will be provided promptly. Contract Holder further agrees to process all enrollment transactions in a timely manner/within [seven (7)] business days after receipt of the enrollment information, and that all enrollment information, including any copies of enrollment applications received from its Plan Participants, will be maintained for [seven (7)] years in auditable form accessible by Horizon BCBSNJ.

Horizon BCBSNJ will make reasonable efforts to identify invalid eligibility information provided by Contract Holder, but Horizon BCBSNJ will not be responsible nor be held liable for eligibility errors related to any eligibility information provided by Contract Holder. Contract Holder agrees to hold harmless and indemnify Horizon BCBSNJ for all costs and expenses associated with its reliance on the enrollment information provided by Contract Holder, unless such costs and expenses resulted substantiallyfrom Horizon BCBSNJ's error.

5.4 **Enrollment Reports.** If Contract Holder requests, Horizon BCBSNJ will provide monthly enrollment reports indicating all of the enrollment transactions processed by Horizon BCBSNJ during the prior month. Contract Holder agrees to review the reports' accuracy and to process any additional transactions as needed to correct any errors within [thirty (30)] days from receipt.

5.5 **Notice of Change of Status.** Contract Holder shall promptly notify Horizon BCBSNJ of any changes that occur that impact the coordination of benefits under the Medicare Secondary Payer laws (e.g., a Plan Participant's employment or Medicare status).

5.6 **Plan Participant Termination and Retroactive Changes to Enrollment.** Horizon BCBSNJ's services to a Plan Participant will end as of the time specified by Contract Holder in writing or by other documented communication to Horizon BCBSNJ. Contract Holder shall remain responsible for all charges and Claims for which Horizon BCBSNJ has paid or otherwise Incurred for Plan Participant until the date Horizon BCBSNJ receives appropriate notice of the Plan Participant's termination date. Contract Holder shall also remain responsible for all charges and Claims when, under certain conditions detailed in the Plan Document or other summary information of the Plan, benefits continue beyond the Plan Participant termination date.

Subject to all of the requirements of this Agreement regarding Plan Participant enrollment and eligibility, Horizon BCBSNJ shall permit retroactive additions and terminations of the Plan Participants for a period

not to exceed sixty (60) days prior to the date on which Horizon BCBSNJ receives notice of such additions or terminations under the following conditions:

5.6.1 Contract Holder acknowledges that it shall assume responsibility for all Claims Incurred by the Plan Participant subsequent to the effective addition date and prior to the effective termination date, except where there is a conflict, the retroactive termination date may be adjusted to the date of last Paid Claim;

5.6.2 Contract Holder agrees to be solely responsible for notifying the affected Plan Participants of the effect of any retroactive addition or termination; and

5.6.3 Contract Holder shall indemnity and hold harmless Horizon BCBSNJ for any such retroactive additions or terminations in accordance with the terms of *Section 15.2 – Indemnification by Contract Holder*.

SECTION 6: ADMINISTRATIVE SERVICES

6.1 **Horizon BCBSNJ's Responsibility.** In the exercise of Horizon BCBSNJ's performance under this Agreement, Horizon BCBSNJ shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

Contract Holder also acknowledges and agrees that, except as this Agreement otherwise provides, no person, entity or organization other than Horizon BCBSNJ shall be held liable to Contract Holder for any of Horizon BCBSNJ's obligations under this Agreement to Contract Holder. This paragraph shall not create any additional obligations on the part of Horizon BCBSNJ other than those expressed under this Agreement.

6.2 **Authority to Make Claims Determination.** Contract Holder hereby delegates to Horizon BCBSNJ authority to make initial Claims determinations on Contract Holder's behalf with respect to Claims for benefits under the Plan. Except as otherwise specified in this Agreement and subject to the results of any independent external review process, it is the right of Contract Holder to make the final decision with respect to an adverse benefit determination and to that extent Horizon BCBSNJ shall not have discretionary responsibility to make final Claims decisions and Contract Holder shall be deemed the named ERISA fiduciary. Any such final decision shall be promptly communicated to Horizon BCBSNJ.

6.3 **Claims Administration**. As a standard administrative service, Horizon BCBSNJ will administer, and pay Claims for, the benefits described in the Plan description prepared by Horizon BCBSNJ, based on information provided by Contract Holder and confirmed in writing by Contract Holder. Additionally, Contract Holder shall be responsible for promptly providing to Horizon BCBSNJ any information reasonably requested for it to properly administer the Plan.

The charges on which benefits will be based must be Incurred after the Effective Date of this Agreement and prior to its termination. Any such Claim for benefits must be received within [18 months], or as otherwise specified in the applicable [National Accounts Enrollment Group Summary(ies)/Benefit Information Form /Central Product Library], after the date the charges were Incurred and while this Agreement is in effect, unless otherwise provided in this Agreement. Further, no action may be brought against Horizon BCBSNJ for a failure to provide benefits unless it is brought within two years from the time the cause of action arises.

In applying the Plan's provisions, Horizon BCBSNJ will use Claim procedures and standards that it has developed for Claims administration. If Horizon BCBSNJ determines that a benefit is payable, including any determination that the benefit is medically necessary or otherwise available for a Plan Participant's Claim, Horizon BCBSNJ will appropriately reimburse the Plan Participant or his/her healthcare provider, as the case may be, less any applicable deductibles, copayments, and/or coinsurance. It is understood and agreed that Horizon BCBSNJ provides administrative Claims payment services only and does not assume any financial risk or obligation with respect to Claims.

6.3.1. Services of Network Providers. Horizon BCBSNJ will administer Contract Holder's Plan in a manner consistent with its agreements with Network Providers that participate in Horizon BCBSBJ's Provider Network(s). This includes the application of Network Provider discounts and other negotiated arrangements. Such negotiated arrangements may include programs that allow for risk-based, quality, or cost effectiveness payments made to Network Providers (such programs shall be collectively referred to as "Network Provider Programs"). Network Provider Programs may include, but are not limited to, accountable care organizations, global payment/total cost of care arrangements, episodes of care, patience centered medical homes, and shared savings arrangements.

Contract Holder specifically agrees to fund Horizon BCBSNJ's Network Provider Programs to the same extent as Horizon BCBSNJ does for its actively marketed fully-insured health benefits plans. Network Provider Programs may be billed as part of, or separately from, the price of the Claim. Contract Holder also agrees to the payment of reasonable program costs associated with Horizon BCBSNJ's Network Provider Programs in addition to any Charges pursuant to *Section 2.2 - Claims*. Horizon BCBSNJ will inform Contract Holder, from time to time, of material changes to its Network Provider Programs.

Notwithstanding anything to the contrary, Contract Holder acknowledges and agrees that: (a) Horizon BCBSNJ has not been engaged to negotiate such discounts and arrangements with Network Providers on Contract Holder's behalf; (b) Contract Holder accepts them as they are; and (c) Horizon BCBSNJ is not a fiduciary for the purpose of negotiating them.

Horizon BCBSNJ's invoiced Claim payments will reflect applicable discounts, negotiated arrangements, and adjustments as they exist at the time the Claim is adjudicated, however, they will not include either positive or negative effects of any later settlements or negotiations with the Network Providers. Additionally, any applicable Plan Participant coinsurance or liabilities will be calculated at the time the Claim is adjudicated based on then in force and available Network Provider discounts or negotiated arrangements.

6.3.2. Services of Non-Network Providers. If benefits are provided under Contract Holder's Plan for the services of providers with whom Horizon BCBSNJ does not have negotiated arrangements ("Non-Network Provider"), Horizon BCBSNJ will make its Claim payments directly to the Plan Participant unless otherwise required by applicable Horizon BCBSNJ policy(ies). If there is any difference between that payment and the Non-Network Provider's billed charge, it shall be the responsibility of the Plan Participant. Further, Horizon BCBSNJ will make payment for Non-Network Providers' services ("Out-of-Network Claims") at the payment level selected and endorsed by Contract Holder in the National Account Enrollment Group Summary(ies), Benefit Information Forms, or the Central Product Library, as applicable (such benefit summaries referred to as "Plan Benefit Descriptions"). Such Plan Benefit Descriptions shall serve as the sole source of the appropriate Out-Of-Network Claim payment amounts.

6.3.3. Claims Re-Pricing and Negotiation Services. If benefits are provided under Contract Holder's Plan for which services were delivered or otherwise provided by a Non-Network Provider, Horizon BCBSNJ may negotiate and/or re-price Claims for such Non-Network Provider services through the use of internal or external resources of its choice to make available savings in Out-of-Network Claims (such savings realized to be referred to as "Out-of-Network Claims Savings"). The re-pricing and negotiation service provided in connection with such Out-of-Network Claims Savings shall be at the applicable charge(s) set forth in *Exhibit A: Schedule A – Financial Terms ("Schedule A").*

6.4 **Claim Appeals and External Appeals.** Horizon BCBSNJ will administer the appeals procedure described in Contract Holder's Plan Document, summary plan description or other material that describes the Plan, subject to the right of Contract Holder to make final Claims determination. If a summary plan description or other descriptive material is not available, Horizon BCBSNJ will conduct the appeals procedure in accordance with its interpretation of applicable federal requirements. If, in accordance with those requirements, a Plan Participant is entitled to an independent external review of an adverse benefit determination, Horizon BCBSNJ will arrange for such a review upon Contract Holder's request and subject to the payment of the applicable additional charge set forth in *Schedule A*.

6.5 **Changes in Law Affecting Plan Administration**. In the event the Plan becomes subject to federal or state laws or regulations mandating changes in the benefits or in the eligibility of the Plan Participants, Horizon BCBSNJ will implement such mandatory change at the time the law becomes effective with respect to the Plan, unless the Plan notifies Horizon BCBSNJ that, in the opinion of Contract Holder's legal counsel, which opinion shall be final, such laws or regulations are not applicable to the Plan, Plan Participants, or any benefits therein. Contract Holder agrees to indemnify, and hold harmless Horizon BCBSNJ against any losses which result from actions taken in reliance upon Contract Holder's legal counsel's opinion on such matter. In the event such mandatory changes are necessary, effective as of the date the modified Plan takes effect, Horizon BCBSNJ shall modify applicable charges, including Claims payable, Administrative Fees, and other costs, as are necessary to reflect the increased or decreased costs resulting from such changes in the benefits or in the eligibility of Plan Participants. The charges shall be subject to *Schedule A*.

6.6 **Explanations of Adverse Benefit Determinations.** As a standard administrative service, Horizon BCBSNJ will furnish each claimant an explanation of an adverse benefit determination, describing the specific reason for the determination.

6.7 **Claim Recoveries.** As part of Horizon BCBSNJ's normal Claim adjudication processes, Horizon BCBSNJ will, where practicable, pursue Claim recoveries pursuant to the application of the coordination of benefits and workers' compensation provisions of the Plan. Horizon BCBSNJ will also pursue the recovery of payments made on Claims that are or may be fraudulent. In the process of pursuing any such recoveries, Horizon BCBSNJ shall not be required to bring suit and shall be permitted to use both internal and external resources of its choice. But if Horizon BCBSNJ elects to sue, Contract Holder hereby consents to the suit.

6.7.1. Fraudulent Claims. Contract Holder acknowledges and agrees that Horizon BCBSNJ will deduct twenty percent (20%) of any recovered amount in pursuing fraudulent Claim recoveries on Contract Holder's behalf, regardless of how such recoveries were made.

6.7.2. Coordination of Benefits and Worker's Compensation. Contract Holder also acknowledges and agrees that Horizon BCBSNJ will deduct its reasonable internal and external administrative expenses incurred in pursuing Claim recoveries pursuant to the application of the coordination of benefits ("COB") and the worker's compensation ("WC") provisions of the Plan. Where

applicable, such charges shall be as set forth in *Schedule A*. The COB and WC recoveries herein is strictly limited to information made available by the Plan to Horizon BCBSNJ and does not include COB and WC recoveries based on data mining, member outreach, or other advanced analytics, which shall be governed by Section 6.7.3.

6.7.3. Recovery Activities. Horizon BCBSNJ may, at its option and where practicable, elect to engage in Claims recoveries on Incurred Claims, either on a prospective or retrospective basis, through recovery activities such as negotiations with, including audits of, various third parties and providers of health care services and benefits under the Plan as well as through data mining, analytics, and member outreach to obtain current benefit coordination information (collectively, such actions being referred to as "Recovery Activities"). Recovery Activities are separate and apart from routine recoveries based on Plan provided information as specified under Sections 6.7.1 and 6.7.2.

Horizon BCBSNJ will credit Contract Holder's account with amounts recovered from such Recovery Activities, less a reasonable percentage of the recovered amounts as a deduction representing Horizon BCBSNJ's reasonable cost to provide such Recovery Activities. Any credited amount, less the applicable recovery fee or costs, is the full and final amount Contract Holder will receive from Horizon BCBSNJ related to each specific recovery amount. Deductions for Recovery Activities are made only if the recoveries are not attributable to an underlying Horizon BCBSNJ error. Horizon BCBSNJ's deductions represent contingency payments to external vendors, Horizon BCBSNJ's internal and external administrative expenses in pursuing such Claim recoveries, and is inclusive of attorney fees, court fees, and other expenses. Where Recovery Activities are initiated but does not result in a recovery, Horizon BCBSNJ will not charge Contract Holder for any costs associated with that recovery.

6.8 **Subrogation.** With respect to the application of the Plan's subrogation provision, Horizon BCBSNJ will use external vendor(s) for assistance in making these recoveries. Accordingly, Contract Holder agrees that the applicable vendor, for its services to the Plan in making these recoveries, may retain a percentage of any recovered amount, but not more than 28%. This percentage may be prospectively changed from time to time upon written agreement of Contract Holder and Horizon BCBSNJ. Contract Holder also agrees to share in any reasonable internal administrative expenses that Horizon BCBSNJ incurs in pursuing Claim recoveries pursuant to the application of the Plan's subrogation provision. In the process of pursuing any such recoveries, Horizon BCBSNJ shall not be required to bring suit. But if Horizon BCBSNJ elects to sue, Contract Holder hereby consents to the suit.

6.9 **Identification Cards.** As a standard administrative service, Horizon BCBSNJ will provide Plan Participants with appropriate identification (ID) cards that will enable them to access the Plan's benefits.

6.10 **Additional Administrative Services.** If Contract Holder requests, and subject to the payment by Contract Holder of the appropriate fees as may be listed in *Schedule A* or other document(s), Horizon BCBSNJ will perform any one or more of the following additional administrative services in connection with the Plan:

6.10.1 Summary Plan Descriptions: If requested by Contract Holder, Horizon BCBSNJ will, for an additional fee, print and if requested, distribute to Plan Participants, summary plan descriptions. Notwithstanding the above, Contract Holder acknowledges that Horizon BCBSNJ does not produce or prepare summary plan descriptions on behalf of Contract Holder per Section 4.6. Any draft provided by Horizon BCBSNJ is solely for informational purposes.

6.10.2 Certificates of Creditable Coverage: To the extent that HIPAA, if applicable, requires the issuance of certificates of creditable coverage, Horizon BCBSNJ will produce them for Contract Holder's former Plan Participants. Such certificates will reflect only the period that the former Plan Participant had creditable coverage under the terms of this Agreement. Horizon BCBSNJ will issue such a certificate to a person requesting it within the time frame established pursuant to federal guidelines. Horizon BCBSNJ reserves the right to discontinue this service with [30] days notice to Contract Holder.

6.10.3 Utilization Review Services: Horizon BCBSNJ will provide Utilization Review Services, as defined in "Section 2: Definitions".

6.10.4 Ancillary Services: (a) chronic care management services [(b) access to the Bridges to Excellence program] Note- please provide more information regarding the Bridges to Excellence program

Subject to the mutual agreement of the Parties, Horizon BCBSNJ may perform additional administrative services in connection with the Plan.

SECTION 7: [CLAIMS FIDUCIARY AND]PLAN BENEFITS LITIGATION

7.1 **Final Claims Determination.** Contract Holder delegates to Horizon BCBSNJ the authority to make final claims determinations and decide initial and final claims appeal on Contract Holder's behalf with respect to Claims payable under the Plan to Plan Participants.

In the course of making final Claims determinations and initial and final Claims appeal, Horizon BCBSNJ shall have the authority to make all interpretive and factual determinations as to all questions arising in connection with the administration and application of the Plan. Any construction of the terms of the Plan and any determination of fact adopted by Horizon BCBSNJ herein shall be final and legally binding on all Parties.

7.2 **Claims Fiduciary.** Horizon BCBSNJ in its capacity as the Claims administrator making final claims determination and initial and final Claims appeal, shall be a Named ERISA Fiduciary ("Claims Fiduciary") within the meaning of Section 3(21)(A) of ERISA, but not beyond the minimum extent required by ERISA. Horizon BCBSNJ's responsibilities as a Claims Fiduciary under this Agreement is hereby defined as Claims administration, including case management and Claims processing services to the extent delegated with respect to Claims submitted to Horizon BCBSNJ by or on behalf of Plan Participants.

Contract Holder understands that Horizon BCBSNJ's responsibility as a Claims Fiduciary is strictly limited to Claims administration functions defined in this Agreement and Horizon BCBSNJ expects the Plan and Plan Administrator to continue as is until such time it notifies Horizon BCBSNJ in writing. Further, Horizon BCBSNJ is not responsible for matters not specifically delegated under this Agreement, for the actions or inaction's of any other fiduciary.

Horizon BCBSNJ shall not be deemed a party to the Plan and Horizon BCBSNJ shall not have any obligations to independently determine that any person is a Plan Participant, or is, in fact, eligible for benefits or participation under the Plan in exercising its obligation as the Claims Fiduciary. Horizon BCBSNJ relies solely on the Plan's eligibility information provided under *Section 5.3 – Eligibility Information.*

Notwithstanding Horizon BCBSNJ's appointment as Claims Fiduciary, in the event Contract Holder reviews a Claim or makes a benefit determination, Contract Holder shall be deemed to be the Named

ERISA Fiduciary, where applicable, for purposes of that particular Claim review. In such instance, Contract Holder shall forward its determination in writing to Horizon BCBSNJ.

7.3 **Claims Fiduciary Standard of Care.** Horizon BCBSNJ shall act with the care, prudence and diligence that a prudent person acting in like capacity and familiar with such matters would use under similar circumstances and in such manner as to comply with ERISA and other applicable laws. Horizon BCBSNJ shall be fully protected in acting upon any advice, representation or instrument executed by the Plan Sponsor or by the Plan Administrator, provided Horizon BCBSNJ has acted in accordance with the standard of care described herein. In no event shall Horizon BCBSNJ be responsible for any lack or failure of proper authority in the establishment or maintenance of the Plan.

7.4 **Plan Benefits Litigation.** If Horizon BCBSNJ determines that a Claim should be rejected, rejects such Claim, in whole or in part, and, following exhaustion of all appeals under the Plan, a suit is brought with respect to such Claim against either Horizon BCBSNJ, Contract Holder, or both, the Parties shall agree to do the following:

7.4.1. If the suit is brought against Horizon BCBSNJ, and Contract Holder or the Plan, each party shall be solely responsible to arrange for its own defense at its own cost and expense;

7.4.2. If the suit is brought against Contract Holder or the Plan and Horizon BCBSNJ is not a party, Horizon BCBSNJ shall be available to review the complaint with Contract Holder, but Contract Holder shall be solely responsible to arrange for its own defense at its own cost and expense;

7.4.3. In any event, Horizon BCBSNJ shall not be responsible for the cost and expense, or for any judgment, arising out of a Material Environmental Change, which has been applied retroactively to a Claim Incurred prior to the effective date of such Material Environmental Change.

7.4.4. In all situations, Contract Holder or the Plan shall be responsible for funding any and all Claims that are to be paid. No judgment, settlement, or award shall reduce the Claims payment obligation of the Plan.

SECTION 8: BLUECARD® PROGRAM

[Note: PPO/POS Version]

The below provisions within Section 8 apply solely with respect to the BlueCard® Program.

8.1 **BlueCard® Program Definitions.**

For the purposes of any BlueCard® Program provisions, the following definitions shall apply:

Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manager the total cost of care for their member populations.

Care Coordination: Organized, information-driven care activities intended to facilitate the appropriate responses to a Subscriber's healthcare needs across the continuum of care.

Care Coordinator: An individual within a provider organization who facilitates Care Coordination for patients.

Care Coordinator Fee: A fixed amount paid by a Blue Cross and/or Blue Shield Plan to providers periodically for Care Coordination under a Value-Based Program,

Global Payment/ Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.

Negotiation Arrangement [a.k.a., Negotiated National Account Arrangement]: An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranged for care with other qualified physicians.

Provider Incentive: An additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed terms and may include downside risk.

Value-Based Program (VBP): An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

8.2 Out-of-Area Services.

Overview

Horizon BCBSNJ has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Subscribers access healthcare services outside the geographic area we serve, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area we serve, Subscribers obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Subscribers may obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. Horizon BCBSNJ remains responsible for fulfilling our contractual obligations the Contract holder. Horizon BCBSNJ's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits except when not paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Horizon BCBSNJ to provide the specific service or services are not processed through Inter-Plan Arrangements.

8.2 **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Subscribers access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

8.2.1 **Liability Calculation Method Per Claim- In General.**

a. Subscriber Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Subscriber liability on claims for covered healthcare services will be based on the lower of the participating provider's billed covered charges or the negotiated price made available to Horizon BCBSNJ by the Host Blue.

b. Contract Holder's Liability Calculation

The calculation of Contract Holder's liability on claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to Horizon BCBSNJ by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, the Contract Holder may be liable for the excess amount even when the Subscriber's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

8.2.2 **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to us by the Host Blue may be represented by one of the following:

(i) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

(ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

(iii) An average price. An average price is a percentage of billed covered charges in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price the Contract Holder pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Subscriber and

the Contract Holder is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to the Contract Holder will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from the Contract Holder. If the Contract Holder terminates, the Contract Holder will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

8.2.3. BlueCard Program Fees and Compensation
The Contract Holder understands and agrees to reimburse Horizon BCBSNJ for certain fees and compensation which Horizon BCBSNJ is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. BlueCard Program Fees and compensation may be revised from time to time as described in section 8.10 below.

8.3 **Negotiated Arrangements.** With respect to one or more Host Plans, instead of using the BlueCard Program, Horizon BCBSNJ may process the Contract Holder's Subscriber claims for covered healthcare services through Negotiated Arrangements.

In addition, if Horizon BCBSNJ and the Contract Holder have agreed that (a) Host Blue(s) shall make available (a) custom healthcare provider network(s) in connection with this agreement, then the terms and conditions set forth in Horizon BCBSNJ's Negotiated Arrangement(s) for National Accounts with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of claims when Subscriber access such network(s). In negotiating such arrangement(s), Horizon BCBSNJ is not acting on behalf of or as an agent for the Contract Holder, the Contract Holder's group health plan or the Contract Holder's Subscribers.

8.3.1 **Subscriber Liability Calculation.** Subscriber liability calculation will be based on the lower of either billed covered charges or negotiated price (refer to the description of negotiated price under BlueCard Program) made available to Horizon BCBSNJ by the Host Blue that allows the Contract Holder's Plan Subscribers access to negotiated participation agreement Networks of specified participating healthcare providers outside of Horizon BCBSNJ's service area.

The amount the Subscriber pays for Covered Services under such arrangement at the point of service, if not a flat dollar copayment, will be calculated based on the "price" that the Host Blue passed to Horizon BCBSNJ and that allows the Contract Holder's Subscribers access to negotiated participation agreement networks of specified participating providers outside of Horizon BCBSNJ's service area. The "price" may be the:

(i) Negotiated price/lower of either billed covered charges or negotiated price; or
(ii) Lower of either billed covered charges or negotiated price (refer to the description of negotiated price under Section 8.2 BlueCard Program).

Under certain circumstances, if Horizon BCBSNJ pays the Healthcare Provider amounts that are the responsibility of the Subscriber Horizon BCBSNJ may collect such amounts from the Subscriber.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, Horizon BCBSNJ may include a factor for such settlement reconciliations as part of the fees Horizon BCBSNJ charge to the Contract Holder.

Where the Contract Holder agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, Subscribers will be responsible for the amount that the healthcare provider bills for a specified procedure above the reference benefit limit for that procedure. For a participating provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a nonparticipating provider, that amount will be the difference between the provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a provider's billed charge, the Subscriber will incur no liability, other than any applicable Subscriber cost sharing under this Agreement.

8.3.2 **Fees and Compensation.** The Contract Holder understands and agrees to reimburse Horizon BCBSNJ for certain fees and compensation which Horizon BCBSNJ are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as described in Section 8.10 below. In addition, the participation agreement with the Host Blue may provide that Horizon BCBSNJ must pay an administrative and/or a network access fee to the Host Blue, and the Contract Holder further agrees to reimburse Horizon BCBSNJ for any such applicable administrative and/or network access fees. The specific fees and compensation that are charged to the Contract Holder under Negotiated Arrangements are set forth in *Schedule A*, where applicable.

8.4 **Special Cases: Value- Based Programs.**

Value-Based Programs Overview

The Contract Holder's Subscribers may access covered healthcare services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: as retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these provider payments to Horizon BCBSNJ, which Horizon BCBSNJ will pass directly on to the Contract Holder as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to the Contract Holder via an enhanced provider fee schedule.

(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- Per Member Per Month (PMPM) Billings: Per Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Horizon BCBSNJ will pass these Host Blue charges directly through to the Contract Holder as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If the Contract Holder terminates, the Contract Holder will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to

the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidation over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Subscribers will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

Care Coordinator Fees

Host Blues may also bill Horizon BCBSNJ for Care Coordinator Fees for provider services which we will pass on to the Contract Holder as follows:

1. PMPM billings; or
2. Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Agreement, Horizon BCBSNJ and the Contract Holder will not impose Subscriber cost sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If Horizon BCBSNJ has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the Contract Holder's Subscribers, Horizon BCBSNJ will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

Exception. For negotiated arrangements, when Control/Home Licensees have negotiated with accounts to waive member cost sharing for care coordinator fees, the following provision will apply: As part of this Agreement, Horizon BCBSNJ and the Contract Holder may agree to waive Subscriber cost sharing for care coordinator fees.

8.5 **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating and nonparticipating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits, utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Horizon BCBSNJ they will be credited to the Contract Holder's account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to the Contract Holder as a percentage of the recovery.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, Horizon BCBSNJ will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. For Care Coordinator Fees associated with Value-Based Programs, Horizon BCBSNJ will request such refunds for a period of only up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements or (c) would jeopardize the Host Blue's relationship with its participating healthcare providers, notwithstanding to the contrary any other provision of this Agreement.

8.6 **Inter-Plan Programs: Federal/State Taxes/ Surcharges/ Fees.** In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, Horizon BCBSNJ will disclose any such surcharge, tax or other fee to the Contract Holder, which will be the Contract Holder's liability.

8.7 **Nonparticipating Providers Outside Our Service Area.**

8.7.1 **Subscriber Liability Calculation.**

a. In General

When covered healthcare services are provided outside of Horizon BCBSNJ's service area by nonparticipating providers, the amount(s) a Subscriber pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Subscriber may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Horizon BCBSNJ will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, at the Contract Holder's direction Horizon BCBSNJ may pay claims from nonparticipating healthcare providers outside of Horizon BCBSNJ's service area based on the provider's billed charge. This may occur in situations where a Subscriber did not have reasonable access to a participating provider, as determined by Horizon BCBSNJ in Horizon BCBSNJ's sole and absolute discretion or by applicable state law. In other exception cases, at the Contract Holder's direction Horizon BCBSNJ may pay such claims based on the payment Horizon BCBSNJ would make if Horizon BCBSNJ were paying a nonparticipating provider inside of Horizon BCBSNJ's service area, as described elsewhere in this Agreement. This may occur where the Host Blue's corresponding payment would be more than Horizon BCBSNJ's in-service area nonparticipating provider payment. Horizon BCBSNJ may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Subscriber may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment Horizon BCBSNJ will make for the covered services as set forth in this paragraph.

8.8 **Fees and Compensation.** The Contract Holder understands and agrees to reimburse Horizon BCBSNJ for certain fees and compensation which Horizon BCBSNJ is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to the Contract Holder are set forth Schedule A, if applicable. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section 8.10 below.

8.9 **BlueCard Worldwide® Program**

8.9.1 **General Information.** If Subscriber are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of the BlueCard Worldwide Program when accessing covered healthcare services. The BlueCard Worldwide Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the BlueCard Worldwide Program assists Subscribers with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Subscribers receive care from providers outside the BlueCard service area, the Subscribers will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

- Inpatient Services

  In most cases, if Subscribers contact the BlueCard Worldwide Service Center for assistance, hospitals will not require Subscribers to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Subscriber claims to the BlueCard Worldwide Service Center to initiate claims processing. However, if the Subscriber paid in full at the time of service, the Subscriber must submit a claim to obtain reimbursement for covered healthcare services. Subscribers must contact Horizon BCBSNJ to obtain precertification for non-emergency inpatient services.

- Outpatient Services

  Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Subscribers to pay in full at the time of service. Subscribers must submit a claim to obtain reimbursement for covered healthcare services.

- Submitting a BlueCard Worldwide Claim

  When Subscribers pay for covered healthcare services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Subscribers should complete a BlueCard Worldwide International claim form and send the claim form with the provider's itemized bill(s) to the BlueCard Worldwide Service Center address on the form to initiate claims processing. The claim form is available from Horizon BCBSNJ, the BlueCard Worldwide Service Center, or online at www.bluecardworldwide.com. If Subscribers need assistance with their claim submissions, they should call the BlueCard Worldwide Service Center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

8.9.2 **BlueCard Worldwide Program-Related Fees.** The Contract Holder understands and agrees to reimburse Horizon BCBSNJ for certain fees and compensation which Horizon BCBSNJ is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and

compensation that are charged to the Contract Holder under the BlueCard Worldwide Program are set forth in *Schedule A,* where applicable. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section 8.10 below.

8.10 **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, Horizon BCBSNJ shall provide the Contract Holder with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation, but only to the extent where such fees and compensation are specifically set forth in *Schedule A*, describing the change and the effective date thereof and the Contract Holder's right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If the Contract Holder fails to respond to the notice and do not terminate this Agreement during the notice period, the Contract Holder will be deemed to have approved the proposed changes, and Horizon BCBSNJ will then allow such modifications to become part of this Agreement.

8.11 **BlueCard® Program Amendments.** Notwithstanding anything within this Agreement to the contrary, Horizon BCBSNJ may amend the terms of any BlueCard Program provisions of this Agreement by providing written notice to the Contract Holder. Any such amendment as it pertains to the BlueCard Program shall become effective upon the date of such written notice provided by Horizon BCBSNJ.

SECTION 9: FEES AND PAYMENT

9.1 **Administrative Fee and Other Fees.** Contract Holder agrees to pay to Horizon BCBSNJ the "Administrative Fee", which shall represent the standard benefit Claims administrative charge, set forth in *Schedule A*.

In addition to the Administrative Fee, Contract Holder agrees to pay to Horizon BCBSNJ "Other Fees", which shall represent the appropriate fee for some of Horizon BCBSNJ's additional administrative services that Contract Holder has requested. Any such additional administrative services and their respective fees shall be as set forth in *Schedule A*, unless otherwise stated as part of a duly executed amendment, document or an Exhibit to this Agreement.

9.2 **Working Capital Amount.** Contract Holder also agrees to provide Horizon BCBSNJ with a "Working Capital Amount", an amount necessary for, and held by, Horizon BCBSNJ to cover costs for services Horizon BCBSNJ provides, such as Claims payment to Network Providers and other health care service providers for the benefit of Plan Participants, prior to billing or invoicing Contract Holder for such Claims or costs. The Working Capital Amount for the Initial Term and any subsequent Term(s) of this Agreement is as set forth in *Schedule A* and shall be remunerated to Horizon BCBSNJ with the entire amount on or before the due date stated on the invoice as presented by Horizon BCBSNJ.

If this Agreement terminates, Horizon BCBSNJ will retain the Working Capital Amount for a period of three months after the end of the post termination administration period (i.e. run-out period) set forth in Section 15.6. During this period, Horizon BCBSNJ will invoice Contract Holder for continuing Claims that are Contract Holder's liability. Contract Holder must remunerate the total amount of the invoice in accordance with the billing terms of this Agreement. Thereafter, the Working Capital Amount will be applied to adjudicate any continuing Claims that are Contract Holder's liability. If there is a balance at the end of the reasonable period after the termination date for which Horizon BCBSNJ retains part or all of the remaining Working Capital Amount, it will be returned to Contract Holder. If there is a balance due from Contract Holder at the end of such reasonable period after the termination date, Contract Holder must pay it to Horizon BCBSNJ.

9.3 **Network Access Fee.** Contract Holder agrees to pay a monthly "Network Access Fee", if applicable, for the development and maintenance of Horizon BCBSNJ's Provider Network(s). This shall be calculated as a flat charge per Plan Participant per month. The Network Access Fee applicable during the Initial Term and any subsequent Term(s) of this Agreement is set forth in *Schedule A*.

9.4 **Plan Participant Contributions**. Contract Holder shall be solely responsible, unless otherwise agreed to in writing signed by an authorized representative of Horizon BCBSNJ, for collecting any charges that it may assess from Plan Participants as mandatory contributions for coverage under the Plan.

9.5 **Adjustments to Fees.** Horizon BCBSNJ will communicate any changes in Administrative Fees, Network Access Fee, and Other Fees (such fees collectively known as "Charges"), whether positive or negative, at each renewal of Term(s) or at the end of any period for which such Charges have been guaranteed by mutual agreement of the Parties, which such period shall be so stated on *Schedule A*. Horizon BCBSNJ shall adjust the Working Capital amount annually and changes to the Working Capital Amount will be communicated on an annual basis. Applicable changes shall be issued by Horizon BCBSNJ via an amended *Schedule A* at least thirty (30) days prior to the applicable renewal date.

Additionally, Horizon BCBSNJ shall have the automatic right to immediately adjust the Charges and the Working Capital Amount at its sole discretion, with such adjustment taking effect on the same date as the incident(s) giving rise to the changes, upon the following circumstances:

For Charges:

9.5.1. A change in the Plan's benefits or type of product administered by Horizon BCBSNJ;
9.5.2. A change in Contract Holder's Plan eligibility rules;
9.5.3. A change in enrollment of more than [10%] or of more than [200] Plan Participants;
9.5.4. A change in a federal or state law or regulation that materially impacts the benefits or terms of Plan administration;
9.5.5. A change in Horizon BCBSNJ's vendor agreements that result in additional costs to Horizon BCBSNJ.

For Working Capital Amount

9.5.6. A change in the Plan's benefits or type of product administered by Horizon BCBSNJ;
9.5.7. A change in Contract Holder's Plan eligibility rules;
9.5.8. A change in enrollment of more than [10%] or of more than [200] Plan Participants; or
9.5.9. In the event Projected Claims do not accurately reflect actual Claims on a routine basis.

9.6 **Billing Practices.** Horizon BCBSNJ will invoice Contract Holder for all the Claims paid by Horizon BCBSNJ during a particular period on behalf of Contract Holder's Plan Participants, and the applicable Charges as may be specified in *Schedule A*. Horizon BCBSNJ's invoice will also consist of positive or negative effects of later settlements, Claims, and Charges provided for in this Agreement. Contract Holder must remunerate the total amount of the invoice in accordance with the billing terms specified in *Schedule A*. [Notwithstanding the above, if Contract Holder elects to self-bill, or otherwise invoice itself the applicable Administrative Fees, Contract Holder shall be solely responsible for verifying the enrollment report for its Plan Participants and remunerate such applicable Administrative Fees to Horizon BCBSNJ on the payment schedule specified in *Schedule A*, and such amount shall be deemed final unless disputed by either Contract Holder or Horizon BCBSNJ within [24] months.]

9.7 **Billing Disputes**. If Contract Holder disputes a Claim payment or any Charges, including any changes in the Working Capital Amount that is included on an invoice, Contract Holder must still pay the amount

invoiced and notify Horizon BCBSNJ of the disputed amounts. If Horizon BCBSNJ verifies that the disputed amount, or any part thereof, is not Contract Holder's responsibility, Horizon BCBSNJ will credit Contract Holder's subsequent invoices with the disputed amount, or, if after the termination of this Agreement, Horizon BCBSNJ will pay the amount in cash at a mutually agreed upon schedule. All Claims payment disputes shall be brought within [twenty-four (24)] months of the original date of invoice and all disputes pertaining to Charges shall be made within sixty (60) days of the Administrative Fee Payment Due Date as specified in *Schedule A*. This provision shall survive the termination of this Agreement and shall not be construed to reduce the Claims payment obligation of the Plan.

9.8 **Limitation on Reconciliation**. In no event shall Horizon BCBSNJ be responsible to adjust or reconcile the invoiced Claims payment or any Charges beyond [24] months after the date of invoice. This provision shall survive the termination of this Agreement and shall not be construed to reduce the Claims payment obligation of the Plan.

9.9 **Late or Overdue Claim Payments.** If Horizon BCBSNJ does not receive Contract Holder's payments for all Claims, Administrative Fees, and other charges by the due date indicated on the invoices, Horizon BCBSNJ may charge a late fee. On the amount overdue, Horizon BCBSNJ will assess an interest charge of 1.5 points above the Prime Rate taken from the Federal Reserve Statistical Release Form H.15(519). This charge shall be assessed each month until Horizon BCBSNJ receives the amount due. Alternatively, Horizon BCBSNJ may terminate this Agreement as provided in *Section 15: Term, Renewal, and Termination*.

9.10 **Broker Payment Administration**. Where applicable, Horizon BCBSNJ administers payment of broker commissions ("Broker Payments") on Contract Holder's behalf to Contract Holder's commissioned broker ("Broker of Record"). Broker Payments are specifically directed, approved, and authorized by Contract Holder. Horizon BCBSNJ provides administrative services only in making Broker Payments and does not independently make commission payments to Contract Holder's Broker of Record.

9.10.1. In the event Contract Holder identifies the Broker of Record, Horizon BCBSNJ shall make payment to the Broker of Record in accordance with Contract Holder's written request. Contract Holder shall remain solely responsible for the proper and lawful identification of the Broker of Record and any subsequent modification of such information.

9.10.2 Contract Holder acknowledges that Horizon BCBSNJ's administration of Broker Payments shall be in accordance with Horizon BCBSNJ's applicable broker payment policy/ies, which is available upon request. Horizon BCBSNJ's payment to, and acceptance of any change in Broker of Record identified by Contract Holder is subject to such applicable broker payment policy/ies.

9.10.3. Any applicable Broker Payments for which Contract Holder is responsible for shall be as stated in *Schedule A*. Broker Payments may be subject to disclosure on Schedule C of the ERISA Form 5500 for customers governed by ERISA and Horizon BCBSNJ shall provide reasonable cooperation to Contract Holder for the production of such report(s).

9.10.4. Contract Holder acknowledges that it shall be solely responsible for contracting with and maintaining its relationship with the Broker of Record. Horizon BCBSNJ is not a party to such relationship, nor does it have any implicit or explicit relationship with such Broker of Record for purposes of this Agreement.

SECTION 10: TAXES AND ASSESSMENTS

10.1 **Payment of Taxes and Assessments.** Contract Holder agrees to remain responsible for any Taxes and Assessments imposed, anticipated, assessed, or levied by any federal, state, local, or other governmental entity that is applicable to the Plan or any function undertaken by Horizon BCBSNJ under this Agreement. This shall include interest, fines, or penalties relating to such Taxes and Assessments, unless caused by Horizon BCBSNJ's unreasonable determination to dispute the Taxes and Assessments. Contract Holder shall reimburse Horizon BCBSNJ, either retrospectively, concurrently, or prospectively, in a manner Horizon BCBSNJ specifies, for any Taxes and Assessments. Horizon BCBSNJ shall annually, or at other practical periods, reconcile the amount collected for payment of such Taxes and Assessments. Horizon BCBSNJ shall have the authority and discretion to reasonably decide whether such Taxes and Assessments are legally levied and determine whether they shall be paid or disputed. Contract Holder's payment for such Taxes and Assessments shall occur in accordance with *Section 9.6 – Billing Practice* or in a manner specified by Horizon BCBSNJ.

10.2 **Contract Holder's Dispute of Taxes and Assessments.** Horizon BCBSNJ's discretion to reasonably decide the legality of any Taxes and Assessments shall not apply if Contract Holder notifies Horizon BCBSNJ that, in the opinion of Contract Holder's legal counsel, which opinion shall be final, such Taxes and Assessments have not been legally levied against the Plan. Contract Holder further agrees to hold harmless from, and indemnify Horizon BCBSNJ for, any losses which result from Horizon BCBSNJ's action taken in reliance upon Contract Holder's legal counsel's opinion on such matter.

This provision applies to any amounts imposed, now or later, including any penalties, interest, and fines under the authority of any federal, state, or local taxing jurisdiction. Notwithstanding the above, this indemnification shall not apply to any Taxes and Assessments, including penalties and interest, or any other amounts, which would not be payable had Contract Holder and Horizon BCBSNJ not entered into this Agreement. This provision shall continue in effect after termination of this Agreement for any reason.

SECTION 11: RECORDS AND REPORTS

11.1 **Monthly Claims Listings.** Upon request, Horizon BCBSNJ will provide Contract Holder with a copy of monthly Claims listings. Such listings will show the Claims paid during the specified month and year, itemized by identification numbers, patient name, and the dates of service, the Claim numbers and the amounts paid. Horizon BCBSNJ retains the right to mask or otherwise remove information that discloses or reveals Horizon BCBSNJ Proprietary Business Information, including trade secrets such as proprietary Network Provider discount data (i.e. the allowed amount).

11.2 **Other Information.** Other information available under this Agreement may include copies of rate quotations and membership lists. If Contract Holder requests and Horizon BCBSNJ agrees, Horizon BCBSNJ may provide additional information (e.g. cost utilization reports for benefit management). Subject to *Section 12 – Confidentiality of Information*, this Agreement does not provide for disclosure of other medical, Claims processing or Claims payment data to Contract Holder or to any third party beyond that contained in the monthly Claims listing.

SECTION 12: CONFIDENTIALITY OF INFORMATION

12.1 **Confidentiality of Medical Information.** Any examination of individual benefit payment records will be carried out in a manner agreed to between the Parties, designed to protect the confidentiality of medical information. Contract Holder and Horizon BCBSNJ shall disclose only the minimum necessary

information to carry out such examination and shall design their examination protocols to comply with applicable federal and state laws and regulations

12.2 **Right to Documents.** Unless otherwise provided, all documents relating to the payment of Claims shall be Contract Holder's property except to the extent it includes Horizon BCBSNJ's Proprietary Business Information. To that end, Horizon BCBSNJ retains the right to refuse the disclosure of, and transmittal of, any of its Proprietary Business Information. In the event such documents include Horizon BCBSNJ Proprietary Business Information, and Horizon BCBSNJ agrees to the release or disclosure of same, Contract Holder shall safeguard such information in accordance with *Sections 12.5 and 12.6* and shall cause its subcontractors, consultants and agents to do the same.

12.2 **Sharing of Information with Government Programs and for Health Care Quality and Cost Containment.** Contract Holder acknowledges and agrees that Horizon BCBSNJ shall have the right to share relevant information with the authorized administrators (or their agents) of state or federal government programs for the purpose of lawful reporting activities or in connection with third party liability recoveries. Further, notwithstanding any other provision in this Agreement, Contract Holder acknowledges and agrees that Horizon BCBSNJ shall have the right to share relevant Plan information, including Claims and eligibility information consisting of protected health information, with health care service providers for the purpose of administering health care quality or cost containment programs such as an organized health care arrangement.

12.4 **Sharing of Information with Plan's Other Administrators.** Contract Holder acknowledges and agrees that Horizon BCBSNJ shall share necessary information, including protected health information, with authorized administrators, agents, or vendors (collectively the "Receiving Party") of the Plan upon Contract Holder's written or recorded direction ("Order to Disclose"). Contract Holder shall be solely responsible for ensuring the lawfulness of such disclosure, including compliance with HIPAA and other applicable laws and regulations, and indemnify, defend, and hold harmless Horizon BCBSNJ from any liability, claim, judgment, or threat of same proximately resulting from Horizon BCBSNJ's reliance on Contract Holder's Order to Disclose. Further, Contract Holder shall ensure that the Receiving Party use the disclosed information only for lawful purposes and safeguard Horizon BCBSNJ's Proprietary Business Information to the same extent required under this Agreement.

12.5 **Confidentiality of Other Information.** Contract Holder agrees to use any information that Horizon BCBSNJ makes available solely for the purpose of administering Contract Holder's Plan. Contract Holder agrees to defend at Contract Holder's sole expense, indemnify and hold Horizon BCBSNJ harmless for any claim, action, or loss that may arise at any time in the future due to Contract Holder's unauthorized use or release of this information. Furthermore, Contract Holder's use of the information for another purpose will be deemed a material breach of this Agreement. This Agreement will then be subject to immediate termination. This provision will continue in effect after termination of this Agreement for any reason.

12.6 **Proprietary Business Information.** Each Party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise allowed under this Agreement. Each Party agrees to take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the other Party's Proprietary Business Information, and agrees to protect the confidentiality of the other Party's Proprietary Business Information in the same manner that it protects the confidentiality of its own Proprietary Business Information of like kind, but in no event shall either Party exercise less than reasonable care in protecting the other Party's Proprietary Business Information. Each Party agrees that it will not disclose the other's Proprietary Business Information to any person or entity other than to the disclosing Party's employees, subcontractors or representatives needing access to such information to administer the Plan, to perform

under this Agreement or as otherwise allowed under this Agreement or any of its amendments or addendums. This provision shall survive termination of this Agreement.

12.7 **Agreement Terms.** The terms and conditions of this Agreement shall be kept confidential by the Parties except to the extent required to be disclosed in connection with any audits or as requested by a governmental authority.

12.8 **Subpoenas or Required Disclosures.** If the Party receiving Proprietary Business Information ("Recipient") receives a subpoena or other validly issues administrative or judicial process demanding the Proprietary Business Information of the disclosing Party ("Discloser"), Recipient shall promptly notify the Discloser of such receipt and reasonably cooperate with the Discloser in seeking a protective order or otherwise protecting the confidentiality of such Proprietary Business Information, at the expense of the Discloser. Recipient shall thereafter, or sooner if so legally required, be entitled to comply with such subpoena or other process to the extent required by law.

12.9 **Injunctive Relief.** Since the violation by either Party of the provisions of this Section 12 would cause irreparable injury to the other Party and there is no adequate remedy at law for such violation, Horizon BCBSNJ and Contract Holder will have the right, in addition to any other remedies available to it at law or in equity, to seek injunctive or other equitable relief, including temporary injunctive relief until such time as a court of competent jurisdiction can hear an application of notice to the Party sought to be enjoined, for any failure of a Party to comply with express obligations under this Agreement or as otherwise provided in this Agreement.

SECTION 13: AUDITS

13.1 **Audits of Claim Records.** During the term of this Agreement, Contract Holder or an authorized agent of Contract Holder, subject to Horizon BCBSNJ's reasonable approval, , has the right to request a comprehensive audit of Horizon BCBSNJ's Claim payment records to assure that Horizon BCBSNJ's administration of the Plan is performed according to the terms of this Agreement. The information that was provided by and agreed to by the Contract Holder, and that included in the [National Account Enrollment Group Summary(ies)/Benefit Information Forms/Central Products Library], shall serve as the sole source of benefit validation for the audit. Any such audit by an external auditor shall be by an auditor that the Parties mutually agree. Contract Holder shall be solely responsible for its costs associated with the audit. Contract Holder and its authorized agent or auditor shall treat all records disclosed by Horizon BCBSNJ in the course of an audit as Proprietary Business Information.

13.1.1. **Scope of Audit.** The audit will be limited to no more than three hundred (300) randomly selected Claims and must be free of bias, influence or conflict of interest. Contingency fee based audits are deemed to have an inherent conflict of interest and will not be agreed to, nor supported, by Horizon BCBSNJ blended

13.1.2. **Audit Period and Frequency of Audit.** Contract Holder has the right to request a compressive audit of Horizon BCBSNJ's Claim payment records under this section once every twelve (12) month period, except as required by state or federal government agency or regulation. . The audit period will be limited to Claims filed and processed within the twenty four (24) month period prior to the date of the audit request, and according to the audit procedures mutually agreed upon prior to the start of the audit.

13.1.3. **Audit Plan, Coordination of Audit, and Audit Report.** Contract Holder or its authorized agent shall submit to Horizon BCBBSNJ a written audit plan together with a request for audit. The audit plan shall include the purpose, scope, timetable, location and records requested for review.

The audit plan is subject to Horizon BCBSNJ's reasonable approval. Horizon BCBSNJ will provide reasonable audit assistance but will not provide access to any of its program source codes, including real-time or historical access to its computer or claims adjudication system, unless otherwise agreed to by Horizon BCBSNJ which approval shall not be unreasonably withheld. Contract Holder shall provide Horizon BCBSNJ with a copy of any audit reports within thirty (30) days after receipt of the audit reports.

13.2 **Financial Audits.** Contract Holder may request and perform an annual financial audit to validate funding. The conditions for such an audit are the same as described above Section 13.2, except that the randomly selected Claims shall be limited to those filed and processed wihtin the eighteen (18) months period before the date of request and to t no more than three hundred (300) Claims per financial audit.

13.3 Horizon BCBSNJ is responsible only for the correction of actual errors identified in specific Claims payment and any other Claims with the same error that were adjudicated within the twenty-four (24) month period prior to the date of the audit request. Extrapolation methodologies under which errors are imputed to a population of Claim payments based on a sample drawn from that population will not be used as the basis for correcting Claims. Extrapolation methodologies are appropriate only to calculate Claim measures, such as financial accuracy. Horizon BCBSNJ shall have the right to control its administrative practices in correcting any errors identified pursuant to this Section, except to the extent modified by this Section. Horizon has the right to implement reasonable administrative practices in the administration of this Agreement.

13.4 **Advance Notice.** Contract Holder must provide ninety (90) days prior written notice of an intention to have an audit conducted. Any audit which was requested prior to the effective date of termination of this Agreement shall nevertheless be performed.

SECTION 14: AMENDMENTS AND MATERIAL ENVIRONMENTAL CHANGES

14.1 **Amendment.** Except as otherwise specified in this Agreement, this Agreement may be amended only by the written agreement of both Parties executed by duly authorized person(s). However, Horizon BCBSNJ may adjust any existing financial terms pursuant to *Section 9.5 - Adjustment to Fees*. If Contract Holder does not agree to the amendment or the change in charges, if any, Horizon BCBSNJ can terminate this Agreement in accordance with *Section 15.2 Termination without Cause*.

14.2 **Material Environmental Change.** In the event of a Material Environmental Change, the Parties shall negotiate in good faith for not less than [thirty (30)] days to amend the provisions of this Agreement and specifically, without limitation, *Schedule A*, to the extent necessary to accommodate such Material Environmental Change in a manner which substantially preserves for Horizon BCBSNJ the economic benefits of this Agreement, as they existed immediately prior to the occurrence of such Material Environmental Change. Any such mutually agreed upon change in the terms of this Agreement shall take effect as of the effective date of the Material Environmental Change. If such mutual agreement cannot be reached, Horizon BCBSNJ reserves the right to terminate this Agreement pursuant to the aforementioned "Termination without Cause" provision.

SECTION 15: TERM, RENEWAL, AND TERMINATION

15.1 **Term and Renewal.** The initial term of this Agreement shall be the twelve (12) months commencing on the Effective Date, from October 1, 2015 through September 30, 2016 (the "Initial Term"). Thereafter, subject to the mutual agreement of the Parties, this Agreement may be renewed for a further period of twelve (12) consecutive months, or for a mutually agreed duration (collectively any such duration, including the Initial Term referred to as "Term(s)"), subject to negotiation of financial terms.

15.2 **Termination without Cause.** Except as provided in the following subsections, either party to this Agreement can end it by giving 60 days prior written notice to the other party.

15.3 **Termination for Non-Payment.** If any payment(s) required by Horizon BCBSNJ pursuant to the terms of this Agreement are not made by Contract Holder by the due date indicated on Horizon BCBSNJ's invoice, Horizon BCBSNJ will suspend all Claim payments. If full payment is not received within [thirty (30)] days after the due date, Contract Holder shall be deemed in breach of this Agreement, and Horizon BCBSNJ may immediately terminate this Agreement at its sole discretion.

15.4 **Termination for Material Breach.** If either party is in material breach of the terms of this Agreement (other than in connection with non-payments), and does not correct the breach within [thirty (30) days] of being so notified by the other party, the other party can terminate this Agreement immediately after the expiration of such [thirty (30) day] period.

15.5 **Contract Holder Liability after Termination.** If this Agreement terminates, Contract Holder remains liable for all Claims Incurred prior to the date of termination, including for any retrospectively calculated payments arising out of Network Provider Programs, plus administrative fees and charges, late interest fees and all other unpaid expenses and charges. Any such payments must be paid by Contract Holder as billed by Horizon BCBSNJ.

15.6 **Post-termination Administration.** If this Agreement terminates in whole or in part for any reason, Horizon BCBSNJ shall continue to provide its services, in accordance with the terms of this Agreement, with respect to those Claims that were Incurred prior to the termination of this Agreement for a period of [24] months, or such shorter period as Contract Holder shall determine in its sole discretion. Such services shall include Horizon BCBSNJ's help to develop and implement a transition plan to move the business to a successor.

During this period of continued services, Horizon BCBSNJ will not charge Contract Holder for adjudicating such Claims. However, Contract Holder must maintain an appropriate Working Capital Amount, as determined by Horizon BCBSNJ, during such period of continued services.

15.7 **Transition Assistance.** If this Agreement terminates in whole or in part, Horizon BCBSNJ shall, subject to the terms of this Agreement and if Contract Holder requests, cooperate with any successor administrator by producing and transferring data files or other mutually agreed upon material that contains information and enrollment data requested by Contract Holder. In this event, Horizon BCBSNJ reserves the right to charge an appropriate additional fee, to be negotiated with Contract Holder.

SECTION 16: INDEMNIFICATIONS

16.1 **Indemnifications in General.** In addition to any other indemnifications set forth in this Agreement, the following indemnifications shall apply with respect to this Agreement.

16.2 **Indemnification by Contract Holder.** Contract Holder agrees to defend, at Contract Holder's sole expense, indemnify and hold Horizon BCBSNJ harmless against all claims, including legal fees, judgments, administrative expenses, and benefit payment requirements, that may result at any time arising from or due to Contract Holder's failure to comply with the terms of Contract Holder's Plan, or any applicable laws or regulations. This includes, but is not limited to, any non-compliance with COBRA, HIPAA, mandated benefits provisions and the Medicare secondary payer provisions, except where Contract Holder has informed Horizon BCBSNJ, in writing prior to Horizon BCBSNJ's payment, that

Contract Holder's Plan should have been the primary payer with respect to a Plan Participant entitled to Medicare benefits.

In the event Horizon BCBSNJ is assessed any fines or penalties under the Medicare Secondary Payer Mandatory Reporting Provisions in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, due to:

16.2.1 Horizon BCBSNJ's reporting of erroneous information and it is determined that the failure to report or the erroneous reporting was due to:

(a) Contract Holder's failure to provide the information to Horizon BCBSNJ; or

(b) Contract Holder's reporting to Horizon BCBSNJ of incorrect information,

then Contract Holder agrees to reimburse, indemnify and hold Horizon BCBSNJ harmless for any such fines or penalties.

This indemnification provision will continue in effect after termination of this Agreement for any reason.

16.3 **Indemnification by Horizon BCBSNJ.** Horizon BCBSNJ agrees to indemnify and hold harmless Contract Holder, Contract Holder's directors, officers and employees, and the Plan against any loss, costs, liabilities and expenses (including, but not limited to, attorneys' fees and court costs) resulting from or in connection with any function Horizon BCBSNJ has undertaken, or which is required of Horizon BCBSNJ, pursuant to this Agreement, and the liability therefor was the result of Horizon BCBSNJ's: gross negligence, imprudence; willful misconduct; malfeasance; fraudulent acts; or breach of this Agreement or applicable law. However, Contract holder agrees that Contract Holder shall remain liable for the payment of all Claims under the Plan. No termination of this Agreement shall reduce Horizon BCBSNJ's obligations under this provision.

SECTION 17: MISCELLANEOUS PROVISIONS

17.1 **Assignments.** This Agreement, including the rights and obligations hereunder, shall not be assignable by either party without the prior written consent of the other party, and any attempted non-permitted assignment shall be void.

17.2 **Waiver and Estoppel.** Nothing in this Agreement shall be deemed waived by any party unless such waiver is received in writing and signed by an authorized representative of both Parties. The Parties also acknowledge the following:

17.2.1 A waiver of one portion of the Agreement shall not constitute a waiver of any other;

17.2.2 A waiver of any breach of this Agreement shall not be construed to be a continuing waiver for similar breach(es); and

17.2.3 Failure of either party to enforce at any time any of the provisions of this Agreement shall not in any way be construed to be a waiver of such provisions of this Agreement.

17.2 **Governing Law**. This Agreement is made in the State of New Jersey and any litigation or arbitration shall be brought exclusively in the State of New Jersey. Except to the extent ERISA shall control the interpretation of this Agreement, the laws of New Jersey shall control its interpretation without regards to the conflicts of laws principles.

17.2 **Severability.** In the event any provision of this Agreement is finally adjudged to be invalid or unenforceable, all other provisions shall remain in full force and effect.

17.3 **Survival of Rights and Obligations.** The rights and obligations of the Parties hereto shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the Parties as expressed herein.

17.4 **Use of Name and Logo.** Any provision of this Agreement to the contrary notwithstanding, neither Contract Holder nor Contract Holder's delegate or a delegate of Horizon BCBSNJ may use Horizon BCBSNJ's name or logo without Horizon BCBSNJ's permission.

17.5 **Independent Licensee of the Blue Cross and Blue Shield Association.** This Agreement is between Contract Holder and Horizon BCBSNJ only. Horizon BCBSNJ is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association"). This license permits Horizon BCBSNJ to use the Blue Cross and Blue Shield Service Marks in New Jersey ("Service Area"). Horizon BCBSNJ is not an agent of the Association and neither the Association nor any other independent Blue Cross and/or Blue Shield Plan are a party to this Agreement. Contract Holder further acknowledges that this Agreement has not been entered into based upon representations by any person other than Horizon BCBSNJ, and no other person shall be held liable to Contract Holder for any of the obligations undertaken by Horizon BCBSNJ in this Agreement. This section does not add any obligations to this Agreement.

17.6 **Entire Agreement.** This Agreement, together with its exhibits, constitutes the entire agreement between Contract Holder and Horizon BCBSNJ governing the subject matter of this Agreement. This Agreement replaces and supersedes all prior representations and understandings, whether oral or written. The headings and titles within this Agreement are for convenience only and are not part of the Agreement. The Parties also acknowledge and agree that it has each been represented by counsel; neither Contract Holder nor Horizon BCBSNJ shall be deemed the drafter of this Agreement.

17.7 **Lack of Governing Document**. The Parties acknowledge that where a governing agreement memorializing prior representations or understandings on the subject matter of this Agreement is lacking, this Agreement's terms and conditions control with respect to any disputes arising out of a Claim, Charge, or from each Party's performance or conduct prior to the Effective Date of this Agreement.

17.8 **Counterparts and Conflicts.** This Agreement may be executed in any number of counterparts by the authorized representatives of the Parties. Each such counterpart shall be deemed an original and shall constitute one and the same instrument. In the event of a conflict between the terms of this Agreement and a later executed counterpart, the terms of such Exhibit, Amendment, or counterpart shall govern.

17.9 **Force Majeure.** Neither party to this Agreement shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its subcontractors.

17.10 **Notices.** Any notices, demands, or other communications required under this Agreement shall be in writing and be mailed by first class mail or via electronic mail (postage paid) or delivered by hand as follows:

To: Horizon Blue Cross Blue Shield of New Jersey
3 Penn Plaza East, PP-04N
Newark, New Jersey 07115-2200
Attention: Vice President, Commercial and Major Account Markets

To: City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attention: Quentin Wiest, Business Administrator

Notice made herein shall be deemed received upon actual receipt.

NOW, THEREFORE, in consideration of the mutual promise stated herein and intending to be legally bound, Contract Holder and Horizon BCBSNJ enter into this Agreement.

City of Hoboken

By: _____

Printed: _____

Title: _____

Date: _____

Horizon Blue Cross Blue Shield of New Jersey

By: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A

FINANCIAL TERMS – SCHEDULE A

EXHIBIT B

SUMMARY OF BENEFITS AND COVERAGE ADDENDUM

by and between

Horizon Healthcare Services, Inc., d/b/a Horizon Blue Cross Blue Shield of New Jersey

and

City of Hoboken (the "Group")

This Addendum, together with any exhibits attached hereto, (collectively the "Addendum"), dated October 1, 2015 (the "Effective Date"), is entered into by and between City of Hoboken, on behalf of itself, the Plan Sponsor, and the Plan Administrator (collectively the "Group"), and Horizon Healthcare Services, Inc., d/b/a Horizon Blue Cross Blue Shield of New Jersey ("Horizon BCBSNJ"), on behalf of itself and its subsidiaries and affiliates, including Horizon Healthcare of New Jersey, Inc.

Capitalized terms used herein but not otherwise defined in the Agreement shall have the meaning given to them in 29 CFR Part 2590, 26 CFR Parts 54 and 602, and 45 CFR Part 147 (collectively the "Final Rule").

WHEREAS, the Group has established a group health plan within the meaning of the Employee Retirement Income and Security Act or a health benefits plan for its Participants and Beneficiaries;

WHEREAS, Horizon BCBSNJ and the Group are parties to the Agreement under which Horizon BCBSNJ provides certain administrative services in connection with the Group's benefit plan(s); and

WHEREAS, Horizon BCBSNJ and the Group wish to amend the Agreement as provided for in this Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, Group and Horizon hereby agree as follows:

SECTION 1: Production and Delivery of Summary of Benefits and Coverage by Horizon BCBSNJ

1.1 Horizon BCBSNJ shall produce a complete and accurate Summary of Benefits and Coverage ("SBCs") for the health insurance coverage(s) that it administers on behalf of the Group pursuant to the Agreement. The production of SBC on behalf of the Group, and the delegation of such obligation to produce the SBC, shall be subject to the applicable charges in Attachment A ("Summary of Benefits and Coverage Financial Terms").

1.2 Horizon BCBSNJ shall deliver to the Group representative applicable SBC(s) within thirty (30) calendar days from the date all required paperwork has been completed. Required paperwork includes the written request from the group for the SBC to be created, the finalized benefits for the applicable design and all other necessary documentation as prescribed by Horizon BCBSNJ. Delivery of SBC(s) to the Group representative pursuant to this clause shall be in physical form only, unless otherwise agreed to by Horizon BCBSNJ or where electronic delivery is made available. Pursuant to Attachment A, Group shall be responsible for any reasonable administrative cost Horizon BCBSNJ may incur in producing and delivering any requested physical copies of the SBC. Such reasonable charges incurred may include printing, postage, and other administrative costs reasonably incurred by Horizon BCBSNJ.

1.3 Horizon BCBSNJ shall prepare and deliver to the Group representative a culturally and linguistically appropriate SBC, which such culturally and linguistically appropriate manner shall be in conformance with the Final Rule, upon

request of the Group representative. Group shall be responsible for any reasonable administrative expense Horizon BCBSNJ incurs in producing the non-English, culturally and linguistically appropriate, SBC.

SECTION 2: Responsibility of Group

2.1 The Group shall deliver to its Participants and Beneficiaries, including its employees and other persons eligible for coverage under the group health plan, (all such persons collectively known as "Eligible Persons") all enrollment and coverage information, including SBCs, as required by federal law and regulations in a timely manner. Group shall distribute applicable SBCs to all Eligible Persons with any written application materials for enrollment, including open enrollment and for special enrollees, and upon renewal of coverage.

2.2 The Group shall distribute applicable SBCs upon request and as required by law to its Eligible Persons.

2.3 Solely for the purpose of enrollment and delivery of SBC, Group shall allow Horizon BCBSNJ reasonable access to the Group's Eligible Persons.

SECTION 3: Non Horizon BCBSNJ Coverage

3.1 If the Group purchases coverage, or contracts for administrative services, from a vendor other than Horizon BCBSNJ for the provision of benefits to its Participants and Beneficiaries and such coverage information is requested to be incorporated into the Group's SBC produced in accordance with Section 1.1, Horizon BCBSNJ agrees to incorporate such information, subject to additional charge(s). Services hereunder shall be subject to the applicable charges as described in Attachment A ("Summary of Benefits and Coverage Financial Terms"). Horizon BCBSNJ reserves the right to modify the applicable charges under Attachment A upon thirty (30) days prior written notice to the Group.

3.2 Horizon BCBSNJ does not assume any responsibility for the accurateness or the completeness of the information provided by the Group regarding coverage not administered by Horizon BCBSNJ. Horizon BCBSNJ expressly disclaims all liabilities in connection with such non-Horizon BCBSNJ administered coverage and Group shall hold harmless Horizon BCBSNJ from any claim, judgments, threats, and penalties relating to same.

3.3 Group shall provide Horizon BCBSNJ with minimum of thirty (30) days advance written notice, together with any coverage details required for incorporation.

SECTION 4: Indemnification

4.1 Group shall agree to defend at its sole expense, indemnity, and hold Horizon BCBSNJ harmless against all claims, including legal fees, judgments, administrative expenses, and civil penalties that may result at any time arising from or due to the Group's failure to comply with the terms of the applicable laws or regulations regarding the subject matter of this Addendum. This includes, but is not limited to, the Group's non-compliance with applicable laws and regulation regarding Summary of Benefits and Coverage. This indemnification provision shall continue in effect after termination of this Addendum and the Agreement between the parties for any reason.

SECTION 5: Term and Termination

5.1 The term and termination of this Addendum, including Attachment A, shall be in accordance with, and shall be coterminous with, the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative as of the Effective Date.

City of Hoboken	Horizon Healthcare Services, Inc., d/b/a Horizon Blue Cross Blue Shield of New Jersey
BY:	BY:
NAME:	NAME: Joseph J. Albano
TITLE:	TITLE: Vice President, Commercial and Major Accounts

Attachment "A"

SUMMARY OF BENEFITS AND COVERAGE FINANCIAL TERMS

Group Name: City of Hoboken

This Attachment shall supplement and be made a part of Schedule A ("Financial Terms") of the Administrative Service Agreement between the Group and Horizon BCBSNJ.

Summary of Benefits and Coverage Administrative Fees:

SBC for Horizon BCBSNJ only coverage(s):	Included
Translation Services:	At Reasonable Translation Cost Incurred by Horizon BCBSNJ
Bulk Delivery of SBC:	At Reasonable Printing and Postage Cost Incurred by Horizon BCBSNJ

Carve-Out Arrangement Fee:

Incorporation of Non-Horizon BCBSNJ coverage(s):	$1000 per "Plan Design"*

**Subsequent modification to the non-Horizon BCBSNJ coverage(s) requiring new SBCs shall trigger additional Carve-Out Arrangement Fee(s). Plan Design for this purpose shall mean each distinct benefit design requiring a distinct Summary of Benefits and Coverage to be produced.*

City of Hoboken

Health Only- Self Funded Program

Proposed Contract Period: November 1, 2015 through October 31, 2016

	Health	
Illustrative Projected Fully Incurred Claims	$18,299,855	
Illustrative IBNR Reserve to be Held By Group:	($2,386,938)	
Illustrative Immature First Year Paid Claims:	$15,912,917	
		Fixed Fee PCPM
Administrative Expense	$427,680	$36.00
Claims Fiduciary (optional)	$14,850	$1.25
Disease Management (optional)	$47,520	$4.00
Total Fixed Cost	$490,050	$41.25
Illustrative Premium Equivalent:	$16,402,967	
Average Enrollment	990	

Administrative Expense includes Admin, Cost Containment charge, Mental Health/Substance Abuse fee, Network fees, Federal Tax, Care Core National radiology fee, and Medical Injectables Program fee.
Disease Management includes services for Asthma, Diabetes, COPD, CAD, CHF, ESRD, and 24/7 Nurseline.
Working capital needed for weekly wire is 10 days of claims plus expenses.
Estimated working capital for Health will be: $455,600
Health benefits are based on current plan designs.
Broker Commissions are not included in this quote.
Fees are subject to change for any Federal Mandated Benefit Changes or for change in eligibility.
We reserve the right to change fees and aggregate stop loss level if enrollment changes by plus or minus 10% on total or contract type or any changes made to benefits or eligibility.
The fees, working capital and stop loss costs shown above will b represented in detail on Exhibit A Schedule A - Financial Terms.

EXHIBIT C

PERFORMANCE GUARANTEES

Details regarding the performance guarantees, including guarantees for timely payment, accurate payment and customer service, need to be inserted here.

EXHIBIT C: SCHEDULE C- PERFORMANCE GUARANTEES

Group Name: **City of Hoboken**

Term: **TBD**

Group Number: **TBD**

Category	Definition	Target	% of ASC Fee at Risk
Financial Accuracy	It is calculated by dividing the total dollars paid in a sample correctly by the total dollars of claims paid in sample.	99.0%	1.5%
Procedural Accuracy	It is calculated by the total number of claims paid correctly in the sample divided by the total number of claims in the sample.	95.0%	1.5%
Average Speed of Answer (ASA)	Measures ASA by weighting the average of calls handled by the IVR with those handled by a live representative.	35 seconds	1.5%
Call Abandonment Rate	Average of calls lost before connecting to the IVR or a "live" representative	5%	1.5%
Claim Timeliness 14 day Non-Investigative	Defined as claims adjudicated that do not require written request for additional information from outside the organization, measured from the date a claim is received to the date it is processed for payment, denied or pended for external information.	85%	1.5%
Claim Timeliness 30 day Timeliness	Defined as all claim adjudicated as measured from the date a claim is received to the date it is processed or denied for payment. Delays related to outside investigation are carved out of the timeliness calculation.	95%	1.5%
Account management	Client will utilize a scorecard to assure the performance of the vendor's account management team during implementation as well as on an ongoing basis.	Meets Expectations	1.5%

A minimum of 950 contracts must be actively enrolled with Horizon BCBSNJ on the effective date of the agreement. Group enrollment will be reviewed quarterly, if the average group enrollment drops below 950 for the quarter, no Performance Guarantees will apply for that quarter.

All of the preceding performance guarantees are subject to re-evaluation and change at each renewal, or in the event that there is a change in enrollment by more than ten percent in total or by contract type or if there is a change in the benefits or eligibility provided under the plan(s).

In the event that Horizon BCBSNJ cannot operate at normal capacity due to a pandemic outbreak, natural disaster or any other event outside of the control of Horizon BCBSNJ, Horizon BCBSNJ retains the right to omit the results for the affected time period from annual PG calculations.

Account Management

On an annual basis Horizon BCBSNJ will release an account management evaluation form to the group administrator. The purpose of the form is to evaluate the groups overall satisfaction with account management performance. The annual evaluation form will be released within 30 days following close of contract year and is due back from the group within 30 days. If no response is received from the group within 30 days, no penalty will be applied.

EXHIBIT D

BUSINESS ASSOCIATE ADDENDUM

5

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION OF THE CITY OF HOBOKEN AWARDING RMTS A CONTRACT FOR HEALTH REINSURANCE SERVICES

WHEREAS, the City of Hoboken has a need to acquire excess loss reinsurance service coverage placement to be rendered to the City of Hoboken as a non-fair and open contract pursuant to the provisions of P.L. 2004, c.19 (N.J.S.A. 19:44A-20.5 et seq.) and Hoboken Code Sections 20A-4H and 20A-33 through -43; and

WHEREAS, the procurement of excess loss reinsurance, is an exception pursuant to N.J.S.A. 40A:11-5(1) (m), the procurement of which shall comply with N.J.S.A. 40A:11-5(1) (a) (ii); and

WHEREAS, the Business Administrator has determined and certified in writing that the value of these services will exceed $17,500; and

WHEREAS, the City's Health Insurance Broker and Prescription Insurance Broker issued a Request for Proposals to parties interested in providing stop loss reinsurance services to the City; and

WHEREAS, the City received proposals, as follows:

	ESTIMATED Annual Costs
Horizon	$1,040,628.32
Berkley	$563,130.84 (DISQUALIFIED)
HM Life	$753,902.52
RMTS/Nationwide	$737,460.96

WHEREAS, the Brokers of Record, Business Administrator and the Mayor have reviewed the proposals received and recommend that a one-year contract be awarded to RMTS, for excess loss reinsurance services to the City's Health Insurance Benefit Program; and

WHEREAS, the term of this contract shall be from December 1, 2015 through November 30, 2016; and

WHEREAS, RMTS completed and submitted a proper and approved Business Entity Disclosure Certification and Stockholder Disclosure Statement, which Certifications demonstrate that no reportable contributions have been made that would bar the award of this Agreement pursuant to P.L. 2004, c. 19; and

WHEREAS, RMTS completed and submitted a c.271 Political Contribution Disclosure Form, which provides that no reportable political contributions were made over the 12 months prior to submission to the committees of the government entities listed on the form prior to execution of the contract; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken, County of Hudson, State of New Jersey as follows:

1. The City of Hoboken hereby awards, and the Mayor and the City Clerk are hereby authorized to execute a contract between the City of Hoboken and RMTS, for the providing of excess loss services in connection with the City's employee health plan, all in accordance with the contract, which shall remain on file in the office of the City Clerk.

2. The contract award is in accordance with the schedules submitted by RMTS on 10/15/15 which are on file in the office of the City Clerk, and which shall be incorporated into the underlying contract as Exhibit A.

3. That the Business Disclosure Entity Certification, Chapter 271 Campaign Contribution Disclosure Form, Public Contracting Reform Ordinance (Ordinance No. 2010:02) Disclosure, Stockholder Disclosure Certification, the Determination of Value, the Certificate of Availability of Funds and Standard Certification Declaration for an Extraordinary Unspecifiable Service be placed on file with this resolution in the City Clerk's office and incorporated into the underlying contract; and

4. This contract shall be awarded through a non-fair and open process and without a competitive bid pursuant to N.J.S.A. 19:44A-20.5 and as an exception pursuant to N.J.S.A. 40A:11-5(1)(m), the procurement of which shall comply with N.J.S.A. 40A:11-5(1)(a)(ii); and.

5. A public notice of this action shall be printed once in the legal newspaper of the City of Hoboken.

Meeting date: October 21, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo
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

James J. Farina

CITY CLERK

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	PMTS, LLC		
Address:	101 Hudson Street		
City:	Jersey City	State: NJ	Zip: 07302

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

Signature	Printed Name	Title
	David P. Kelm	CEO

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
no contributions	to report		

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

STOCKHOLDER/INTERESTHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ 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 ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders / Interest Holders:

Name: Dave Kalu Home Address: 140 Walnford Rd Allentown, NJ 08501	Name: Tom Aston Home Address: 300 South Pointe, Dr Miami Beach, FL 33139
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me on this 14 day of Oct, 2015

(Notary Public)

My commission expires

MELISSA OLIVERA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50020649
MY COMMISSION EXPIRES AUG. 4, 2020

MELISSA OLIVERA NOTARY PUBLIC NEW JERSEY

(Affiant)

David G. Kalu, member
(Print name & title of affiant)

6

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO EXCEL ENVIRONMENTAL FOR CITY LSRP FOR AS NEEDED SERVICES AT THE PINO PARCEL, MONROE IV, AND MONROE V, IN AN AMOUNT NOT TO EXCEED THIRTY FIVE THOUSAND DOLLARS ($35,000.00) FOR A ONE YEAR TERM TO COMMENCE OCTOBER 21, 2015 AND EXPIRE OCTOBER 20, 2016

WHEREAS, the City of Hoboken published RFP's for general municipal engineering, and related services, including LSRP services; and,

WHEREAS, the Administration evaluated the proposals provided in response to said RFP, and the Administration thereafter determined that Excel Environmental qualified as a pool LSRP firm to provide the City with the most effective and efficient City LSRP services for the 2015 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to Excel Environmental for the City's LSRP services for as needed services for the Pino, Monroe IV and Monroe V parcels, for a total contract amount of Thirty Five Thousand Dollars ($35,000.00), with a one (1) year term to commence on October 21, 2015 and expire October 20, 2016, in accordance with the present proposal of Excel Environmental, dated September 25, 2015, as well as the CY2015 general engineering (LSRP) RFP and their responsive proposal; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $35,000.00 **is available in the following capital appropriation** C-04-60-711-120 **of the City's capital funds; 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 City's budget; 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 contract with the below listed vendor is awarded for an amount not to exceed Thirty Five Thousand Dollars ($35,000.00), with a one (1) year term to commence on October 21, 2015 and expire October 20, 2016, in accordance with the present proposal of Excel Environmental, dated September 25, 2015, as well as the CY2015 general engineering (LSRP) RFP and their responsive proposal, for LSRP services on an as needed basis for the Pino, Monroe IV and Monroe V parcels, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Excel Environmental' s responsive proposal shall

govern the contract, and no changes may be made without the prior written consent of both parties.

3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Excel Environmental
111 North Center Drive
North Brunswick, NJ 08902

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: October 21, 2015

Councilperson	Yea	Nay	Abstain	No Vote
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

Batch Id: GDS Batch Date: 10/21/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert for meeting of 10/21/2015	35,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	35,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	35,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	35,000.00
Total:	1	35,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	35,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 35,000.00 Ref Num: 3748

EXCEL
Environmental
Resources, Inc.

Solving Environmental Problems
& Creating Redevelopment Opportunities

September 25, 2015

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

RE: Technical and Cost Proposal
As-Needed Environmental Consulting and Technical Support
- **605 Jackson Street, Block 74 / Lots 3-20 (Pino Parcel)**
- **701 Harrison Street, Block 80 / Lots 1.01 and 2.01 (Monroe IV Parcel)**
- **700 Monroe Street, Block 81 / Lot 3.01 (Monroe V Parcel); and**

City of Hoboken, Hudson County, New Jersey
Excel Proposal No. P14117

Dear Mr. Marks:

Excel Environmental Resources, Inc. (Excel) is pleased to present this proposal to provide professional environmental consulting services for as-needed technical review, evaluation and technical support to the City of Hoboken (City) in connection with the City's evaluation, acquisition and redevelopment of the above-referenced parcels within the Northwest Redevelopment Plan Zone.

SCOPE OF SERVICES

Excel understands that the designated redeveloper, Bijou Properties, has retained various environmental consultants to perform investigation and remediation activities on the above-referenced properties in Hoboken. In coordination with the City's legal team, Maraziti Falcon, Excel's role as the City's environmental consultant for each parcel includes the following for the Pino Parcel, Monroe IV Parcel and the Monroe V Parcel:

- Review technical documents, reports and environmental sample data;
- Advise the City's legal and redevelopment team with regard to Bijou's technical approach, regulatory compliance, and remedial action feasibility and effectiveness;
- Provide recommendations and suggestions for alternative investigation and remedial action strategies as necessary to more efficiently determine the extent of the environmental impacts and remediate the contaminants of concern;

- Propose and/or confirm that the remedial strategies are appropriate to the property's end use and ensure that the selected remedy is protective of human health and the environment;
- Predict and project timeframes for proposed investigation and remediation, including associated costs and any ongoing fees/certifications, depending on the chosen remediation strategy, in order for the City to plan and anticipate issues connected with acquisition and/or redevelopment.
- Compile all individual technical memos and recommendations for the Pino Parcel, Monroe IV Parcel and Monroe V Parcel into a comprehensive technical report to the City's legal and redevelopment team.

FEES FOR SERVICE

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

1.0	**605 Jackson Street, Block 74 / Lots 3-20 (Pino Parcel)**	**$5,000**
2.0	**701 Harrison Street, Block 80 / Lots 1.01 and 2.01 (Monroe IV Parcel)**	**$5,000**
3.0	**700 Monroe Street, Block 81 / Lot 3.01 (Monroe V Parcel)**	**$10,000**

Please note that the proposed costs above represent level-of-effort estimates for the tasks associated with each parcel and are based on discussions with Maraziti Falcon's Joanne Vos as to the anticipated workload for each parcel. Based on these discussions, a considerable volume of environmental information is anticipated for review of the Monroe V parcel, thus the estimate level of effort is higher than the Pino and Monroe IV parcels.

The total estimated Not-to-Exceed cost to complete the scope of work is **$20,000.**

TERMS AND CONDITIONS

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

SCHEDULE/TIMELINE

Excel will immediately respond to directives from the City's redevelopment team, participate in conference calls with the City, City's attorney, and attend meetings on behalf of the City on an as-needed basis related to evaluation of environmental documents, projected scope of services and costs, and consultation in connected with environmental compliance and remedial strategies that best fit the City's directive and redevelopment initiatives.

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

Sincerely,

EXCEL ENVIRONMENTAL RESOURCES, INC.

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

7

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO SAL ELECTRIC CO., INC. FOR ELECTRICAL SERVICES, INCLUDING TIME AND MATERIAL, FOR THE CITY OF HOBOKEN IN ACCORDANCE WITH BERGEN COUNTY COOPERATIVE PURCHASING CONTRACT 13-131.1, FOR TERM OF SEVEN (7) MONTHS TO EXPIRE ON JUNE 1, 2016 IN A TOTAL AMOUNT NOT TO EXCEED $40,000.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Sal Electric Co., Inc. has been approved for a Bergen County Cooperative Purchasing Contract 13-131.1, which cooperative the City is a part of; and,

WHEREAS, the City requires a per diem Electrical Services contractor, including time and material; and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under the terms of Sal Electric Co.'s Bergen County Cooperative Purchasing Contract 13-131.1; and

WHEREAS, Sal Electric Co., Inc. shall provide the City with said service for seven (7) months, commencing October 22, 2015 and expiring June 1, 2016; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $10,000.00 is available from 5-01-28-377-042 and $10,000.00 is available from P-30-60-114-100 in the 2015 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; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed; and I further certify that I will immediately review the CY2016 budget to determine whether the additional $20,000.00 balance is available and appropriated in the CY2016 temporary budget upon adoption; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____ **George DeStefano, CF**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken

that the below-listed vendor is authorized to provide the services and related goods described in herein under its Bergen County Cooperative Purchasing contract, and in accordance with this resolution, for a total not to exceed amount of Forty Thousand Dollars ($40,000.00), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.

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

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the following information:

SAL ELECTRIC CO., INC.
83 FLEET STREET
JERSEY CITY, NJ 07306

Meeting date: October 21, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo
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

James J. Farina

CITY CLERK

Batch Id: GDS Batch Date: 10/21/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-28-377-029 BUILDING Maintenance & Repairs	Encumbrance	CFO Cert for meeting 10/21/2015	10,000.00	1
P-30-60-114-100 2014 Multi Meters Z-313	Encumbrance	CFO Cert for meeting 10/21/2015	10,000.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	10,000.00
	P-30	0.00	0.00	0.00	0.00	0.00	10,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	20,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	20,000.00
Total:	2	20,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	20,000.00

Batch: GDS Updated Entries: 2 Updated Amount: 20,000.00 Ref Num: 3749

NOTICE OF AWARD
COUNTY OF BERGEN
ADMINISTRATION & FINANCE, DIVISION OF PURCHASING
REGISTERED COOPERATIVE PRICING SYSTEM #11-BeCCP
REGISTERED BERGEN COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM #CK04
ONE BERGEN COUNTY PLAZA, HACKENSACK, N.J. 07601

Service/Commodity:	**Licensed Electrician Contractor Services**
Bergen County Bid #:	**13-131.1**
Contract Period:	**24-Months 06/04/14 – 06/03/16**
Board of Chosen Freeholders Resolution:	**# 668-14 dated June 4, 2014**

PRICES:
Unit prices quoted shall be firm unless otherwise stated herein, net exclusive of all taxes and must include all transportation, delivery and unloading costs, fully prepaid FOB destination, inside delivery debris removed.

AVAILABILITY OF COUNTY CONTRACT PRICES AND AGREEMENT:
The County Supplier agrees to make his products and county contract prices available to all Local Government Jurisdictions (Municipalities, Authorities and Public School Districts et al) which are enrolled in the County's Registered Cooperative Programs. Each Local Government deciding to take advantage of the subject prices shall itself be directly responsible for having drawn up and executed whatever Contractual Instrument it deems necessary for governing business relations between itself and the supplier.

DELIVERY ARRANGEMENTS, PLACEMENT OF ORDERS AND UNAPPROVED SUBSTITUTES:
All deliveries are to be made within the time period stated on the "Price Information Sheet". If the delivery time is not stated on the "Price Information Sheet" then delivery shall be ten (10) days of the receipt of order. Vendor must accept written Purchase Orders or authorized verbal request from authorized Personnel. Emergency deliveries are to be made within twenty-four (24) hours of receipt of a telephone request from Authorized Personnel. Participants are authorized to accept only those items covered by County Contract. Compliance with this requirement is a joint responsibility of the participant and the vendor.

Christine Healey

Christine Healey, MPA, QPA
Purchasing Agent

CH/jh

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: SAL Electric Co., Inc.

Correspondence Address (including zip code):

83 Fleet Street
Jersey City, N.J. 07306

Purchase Order Address (including zip code):

Same Above

Payment Address (including zip code):

Same Above

Telephone Number (including area code): (201) 798-4406

Fax Number (including area code): (201) 798-3055

Email Address: philip@salelectric.com

Employer I.D. # or S.S. #: 222-009-671

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

ELECTRICAL SERVICES
VARIOUS USING AGENCIES

ADVERTISED BID PROPOSAL # 13-131.1

Redmann Electric

PRICE INFORMATION SHEET

ITEM #	CRAFT – ELECTRICIAN (TITLE)	PREVAILING WAGE RATE TOTAL	FIRST 8 HOURS (REGULAR WORK DAY) MON. – FRI. & SAT.	HOURS BEFORE OR AFTER REGULAR WORK DAY, NON-SHIFT WORK, (MON. – FRI. & SAT.)	ALL HOURS SUNDAYS AND HOLIDAYS
1	ASSISTANT GENERAL FORMAN	$ 93.65	$ 93.65 PER HOUR	$ 140.48 PER HOUR	$ 187.30 PER HOUR
2	CABLE SPLICER, FORMAN	$ 90.47	$ 90.47 PER HOUR	$ 135.71 PER HOUR	$ 180.94 PER HOUR
3	GENERAL FORMAN, JOURNEYMAN ON REDIO TOWER WORK	$ 96.82	$ 96.82 PER HOUR	$ 145.23 PER HOUR	$ 193.64 PER HOUR
4	JOURNEYMAN	$ 79.36	$ 79.36 PER HOUR	$ 119.04 PER HOUR	$ 158.72 PER HOUR
5	LAYOUT MAN	$ 86.50	$ 86.50 PER HOUR	$ 129.75 PER HOUR	$ 173.00 PER HOUR
6	PERCENTAGE MARKUP ON PARTS AND SUPPLIES.	Ø %			

NOTE: ALL HOURLY PRICING SUBMITTED BY BIDDERS SHALL BE THE SUM OF THE PREVAILING WAGE TOTAL PLUS THE BIDDER'S PROPOSED MARK-UP – THUS ESTABLISHING A GRAND HOURLY TOTAL TO BE CHANRGE TO THE COUNTY.

PROPOSALS SHOWING ANY ERASURE ALTERATION MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

NOTE: AS PER "THE NEW JERSEY PREVAILING WAGE ACT" (N.J.S.A. 34:11-56.25 et seq.)

"PREVAILING WAGE RATE DETERMINATION" AS FOLLOWS:

W = WAGE RATE PER HOUR B = FRINGE BENEFIT RATE PER HOUR T= TOTAL RATE PER HOUR

EXAMPLE - CRAFT: ELECTRICIAN

	00/00/0000	EFFECTIVE DATE
JOURNEYMAN	W 00.00 B 00.00 T 00.00	PREVAILING WAGE RATE P/HOUR TOTAL

EXPIRATION DATE: 00/00/0000

WORK HOUR CATEGORIES:

1* ELECTRICAL SERVICES, (REGULAR WORK DAY) - PER HOUR PRICING DURING THE FIRST EIGHT (8) HOURS MON. – FRI. 8:00 AM – 4:30 PM SHALL BE AT THE RATE OF: ONE (1) TIME THE "PREVAILING WAGE RATE P/HOUR TOTAL."

2* ELECTRICAL SERVICES (HOURS BEFORE OR AFTER THE REGULAR WORK DAY) PER HOUR PRICING MON. – FRI. & SAT. (NON WORK SHIFT) SHALL BE AT THE RATE OF: TIME AND ONE HALF THE "PREVAILING WAGE RATE P/HOUR TOTAL"

3* ELECTRICAL SERVICES PER HOUR PRICING ON SUNDAYS AND HOLIDAYS SHALL BE AT THE RATE OF: DOUBLE THE "PREVAILING WAGE RATE P/HOUR TOTAL"

MINIMUM BID PRICE: THE COUNTY OF BERGEN WILL NOT ACCEPT ANY BID BELOW THE "PREVAILING WAGE RATE P/HOUR TOTAL." THIS STANDARD PERTAINS TO ALL "WORK HOUR CATEGORIES."

THE COUNTY OF BERGEN RECOGNIZES THAT THE CURRENT "PREVAILING WAGE RATE P/HOUR TOTAL" MAY CHANGE. THE COUNTY WILL ADJUST ITS' PER HOUR PAYMENT TO THE CONTRACTOR BASED ON THE NEW RATES SET FORTH BY THE STATE OF NEW JERSEY.

BID PRICES SHALL BE EXPRESSED IN AMOUNTS NOT TO EXCEED TWO (2) PLACES TO THE RIGHT OF THE DECIMAL POINT, e.g. $19.99 ANY NUMBERS BEYOND THE "TENS" PLACE WILL BE IGNORED.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: October 15, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract for Electrical Services

The City requires Electrical Services for maintenance of City owned buildings and garages.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Sal Electric Co., Inc. has been approved for a Bergen County Cooperative Purchasing Contract 13-131.1, which cooperative the City is a part of.

I recommend awarding the contract to the following vendor for not to exceed $40,000.00, for a term of seven (7) months, October 22, 2015 – June 1, 2015:

SAL ELECTRIC O., INC.
83 FLEET STREET
JERSEY CITY, NJ 07306

The following accounts apply for certification of funds:

$10,000.00 – 5-02-28-377-042
$10,000.00 – P-30-60-114-100 - HPU

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

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INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO PICERNO-GIORDANO CONSTRUCTION FOR SPRAYGOUND 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 Spraygound at Legion Park; and,

WHEREAS, the Administration intends to continue to use Picerno-Girodano 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
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa 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

James J. Farina

CITY CLERK

Batch Id: GDS Batch Date: 10/21/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
T-26-56-850-852 RENTAL FEES- GREEN ACRES OPEN SPACE	Encumbrance	CFO Cert meeting 10/21/2015	13,920.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	T-26	0.00	0.00	0.00	0.00	0.00	13,920.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	13,920.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	13,920.00
Total:	1	13,920.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	13,920.00

Batch: GDS Updated Entries: 1 Updated Amount: 13,920.00 Ref Num: 3750

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

October 2, 2015

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

Re: Sprayground at Legion Park (Rebid)
Bid No. 15-14
City of Hoboken
Hudson County, New Jersey
Our File No. HO-496

Dear Mr. Pellegrini:

Attached please find Change Order # 1 in the amount of $13,920.00. Change Order #1 represents the cost for additional poured-in-place safety surface material which was originally outside the scope of work. This additional safety surface was determined to be a significant safety upgrade during the pre-construction phase of the project as the extension of the surfacing area will provide for additional safety surface at the ingress and egress point of the newly installed Sprayground equipment.

Note that the additional cost represents a 9.8% increase to the final contract amount which is below the statutory change order threshold of 20% in accordance with Public Contracting Law. Boswell Engineering has **No Objection** to the City of Hoboken authorizing the attached change order.

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

Sincerely,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante

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

JAP/s
Attachment

cc: City of Hoboken Purchasing Department

151002JAPLJ-CO1.doc

Change Order No. 1
Date 10/2/2015
Job No. HO-496

CHANGE ORDER

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

Picerno-Giordano Construction CONTRACTOR	Sprayground at Legion Park PROJECT & JOB NUMBER
200 Market Street, Kenilworth, NJ 07033 ADDRESS	City of Hoboken, Hudson County, NJ 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: Additional Quantity

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
E-5A	Poured In Place Playground Surfacing	S.F.	960	$14.50	$13,920.00

Amount of Original Contract	$141,375.00	Supplemental	$0.00
		Extra	$13,920.00
Change Order No.1	$13,920.00	Reduction	$0.00
Adjusted Contract Amount	$155,295.00	Net Amount	$13,920.00

Recommended for Approval — Joseph A. Pomante, BOSWELL McCLAVE ENGINEERING — Oct. 2, 2015 DATE

Approved — OWNER — DATE

Accepted — Nino Vena, CONTRACTOR — 10/2/15 DATE

151002japCO1.xls

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Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION RELEASING PERFORMANCE BOND TO BLOCK 14 DEVELOPMENT LLC FOR THE 1320-1330 GRAND AVENUE DEVELOPMENT

WHEREAS, a performance bond was posted by Block 14 Development LLC for the development at 1320-1330 Grand Avenue in connection with the work done under the Preliminary and Final Site Plan approved by the Hoboken Planning Board under the condition of submission of the bond; and,

WHEREAS, the performance thereunder has been substantially completed, according to the letter from the Planning Board Engineer, Maser Engineering, dated February 3, 2015, and release of the bond at this juncture is consistent with the Planning Board's condition requiring submission of the bond, according to the email from the Planning Board Attorney, dated October 1, 2015; and,

WHEREAS, consequently, the City of Hoboken now requires formal release of the bond on behalf of the developer, as herein directed.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken in the County of Hudson that the performance bond posted by Block 14 Development LLC for the development of 1320-1330 Grand Avenue 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: October 21, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
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 TO AMEND THE CONTRACT TO SUSAN FERRARO FOR SPECIAL LEGAL COUNSEL – CY2015 MUNICIPAL PROSECUTOR TO THE CITY OF HOBOKEN WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT OF SIX THOUSAND DOLLARS ($6,000.00) WITH NO CHANGE IN THE ORIGINAL CONTRACT TERM SET TO EXPIRE DECEMBER 31, 2015

WHEREAS, service to the City as Special Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Prosecutor in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Susan Ferraro responded to, and for which Susan Ferraro was appointed Municipal Prosecutor of the City of Hoboken; and,

WHEREAS, the Administration has determined that Susan Ferraro's contract should be amended to increase the contract amount through the end of CY2015, for a total increase in the not to exceed amount by $6,000.00 ($8,225.00 of the current not to exceed amount of $30,000.00 is still remaining as of 10/13/2015 from the original NTE amount for municipal prosecutor work); and,

WHEREAS, **Susan Ferraro** is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $6,000.00 is available in the following appropriation 5-01-20-156-020 **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; 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, that the contract with Susan Ferraro to represent the City as Special Legal Counsel- Prosecutor, be amended, with no change in the term, but for an increase in the total not-to-exceed amount by $6,000.00; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Susan Ferraro shall be paid $325.00 per court session, as well as a maximum hourly rate for services outside of court at $150.00/hour for attorneys, $50.00/hour for paralegals, and $20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover Prosecutor matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Weiner Lesniak; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: October 21, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa 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

Batch Id: GDS Batch Date: 10/21/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting 10/21/2015	6,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	6,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	6,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	6,000.00
Total:	1	6,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	6,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 6,000.00 Ref Num: 3751

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Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND 528 JEFFERSON STREET LLC, OWNER OF BLOCK 68 LOT 18 (a/k/a 528 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, the City of Hoboken and the City Council, by resolution, provides 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 528 Jefferson Street LLC, owner of Block 68 Lot 18, more commonly known as 528 Jefferson Street, Hoboken, represented by Marston Allen 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 528 Jefferson Street LLC, owner of Block 68 Lot 18, more commonly known as 528 Jefferson Street, shall be subject and limited to the details and specifications included in the attached Application and encroachment plan drawing by Minervini Vandermark Architects dated October 14, 2015;

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: October 21, 2015

Approved:

Quentin Wiest, Business Administrator

Approved as to Form:

Mellissa Longo, Esq., Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Councilwoman Castellano	✓			
Councilman Cunningham	✓			
Councilman Doyle	✓			
Councilwoman Giattino	✓			
Councilwoman Mason	✓			
Councilman Mello	✓			
Councilman Occhipinti	✓			
Councilman Russo	✓			
President Bhalla	✓			

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

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2015**, 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 **528 JEFFERSON STREET LLC**, owner of 528 Jefferson Street, Hoboken, NJ 07030, represented by Marston Allen (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, installing a planting bed, replacing the sidewalk and installing a shade trees adjacent to the building fronting onto Jefferson Street; and

WHEREAS, the area of encroachment along Jefferson Street will be so altered from its existing condition leaving not less than 8' of unobstructed 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 landscape 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 68 Lot 18, to construct window bays, install a planting bed, replace the sidewalk and install a shade tree 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 if 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 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 _____, 2015.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: 528 Jefferson Street LLC, owner in fee of Block 68 Lot 18, more commonly known as 528 Jefferson Street, Hoboken, NJ, represented by Marston Allen.

Signed: _____

Printed: _____,

Matston Allen representing 528 Jefferson Street LLC
Owner of 528 Jefferson Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2015.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Work Site Address:
528 Jefferson Street, Hoboken NJ 07030

Block: 68
Lot(s): 18

Applicant:
528 Jefferson Street, LLC

Address:
360 14th Street, Hoboken NJ 07030

Phone: 908-283-9900

e-mail: marstonallen@gmail.com

Owner (if other than Applicant):
Marston Allen

Address:
122 Madison Street - Unit 4
Hoboken NJ 07030

Phone:

e-mail:

Date Received:
Oct 8, 2015

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

New Construction Project:
Addition of sidewalk 8" high planter box over the front property line. Planter extends 5'-0" into the right of way at the southern edge of the property and angles north reducing the encroachment to 2'-0" at the entry. There will be a 18" high protection railing on top of the 8" curb. The structure will also have cantilevered bay projections on facade above. The furthest bay protection will be 2'-0" into the right of way. The bay projection will be angled back to property line at 0' and cover approximately 11 sf of area (10'-0"in width). The bay projection will alternate floors in the same dimensions.

What is the reason(s) for the proposed alteration?

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

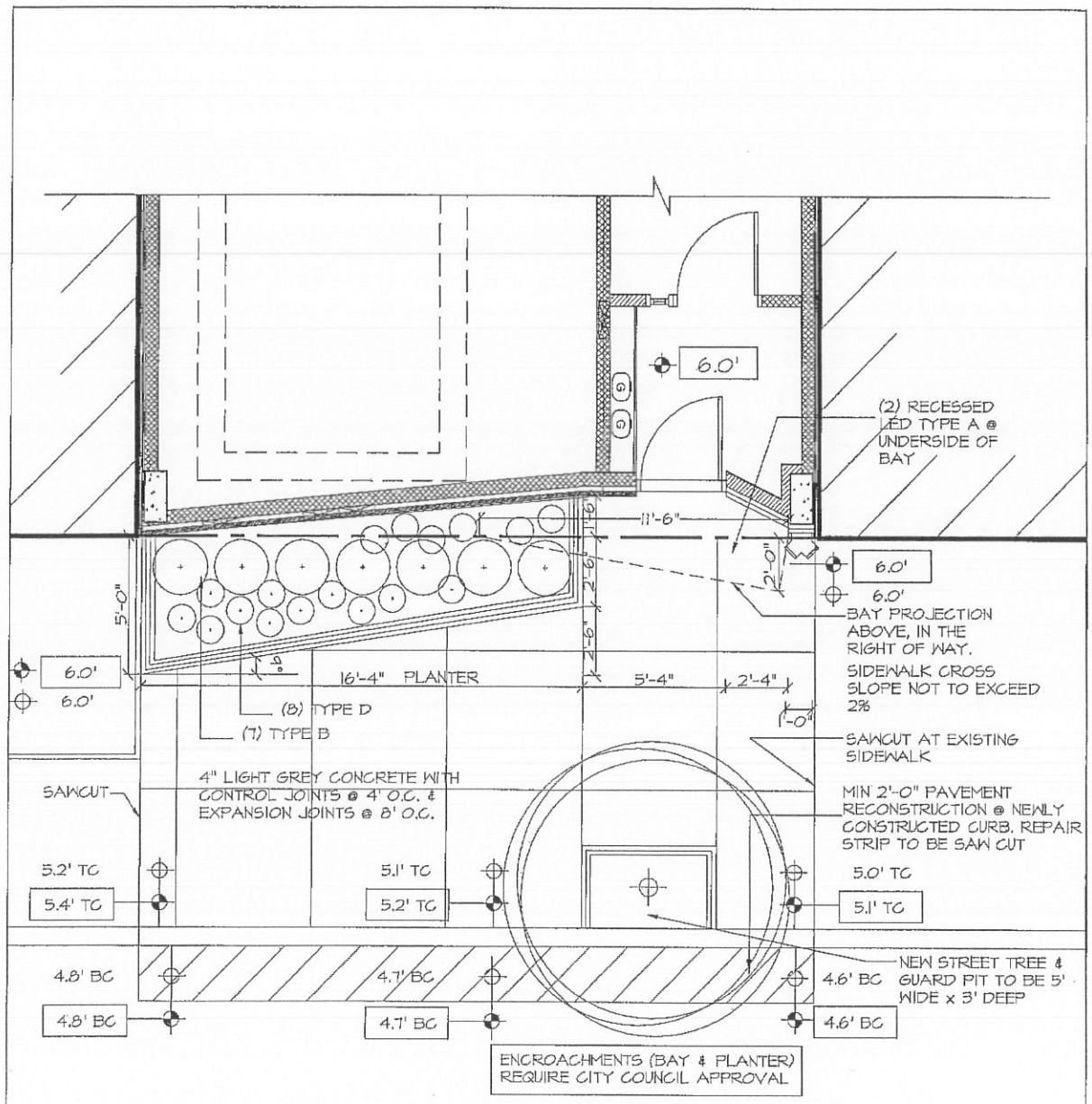
No

Documents provided with application; check all that apply:

- [x] Survey
- [x] Architectural drawings
- [ ] Metes and bounds detail for the area of encroachment
- [ ] Prior approvals
- [ ] Other:

Applicant's signature

10.8.15
Date



JEFFERSON STREET

65' R.O.W.

ONE DIRECTION TRAFFIC FLOW

1ST FLOOR - PARTIAL SITE PLAN

SCALE 3/16" = 1'-0"

528 JEFFERSON STREET,

BLOCK 68, LOT 18, HOBOKEN NJ 07030

A NEW 2 FAMILY DWELLING WITH 4 RESIDENTIAL FLOORS OVER D.F.E.

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

Date:	10/14/15
Project # :	15-1213
Drawn by :	AJM, RK

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

Minervini Vandermark Architecture

12

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND 328 GARDEN STREET CONDOMINIUM ASSOC., OWNERS OF BLOCK 179 LOT 31 (a/k/a 328 Garden 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, provides 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 328 Garden Street Condominium Assoc., owners of Block 179 Lot 31, more commonly known as 328 Garden Street, Hoboken, represented by Sean Snyder 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 328 Garden Street Condominium Assoc., owners of Block 179 Lot 31, more commonly known as 328 Garden Street, shall be subject and limited to the details and specifications included in the attached Application, site survey by Pronesti Surveying, Inc. dated September 22, 2015, and construction drawing by Arco Engineering, PC dated May 13, 2015;
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: October 21, 2015

Approved:

Quentin Wiest, Business Administrator

Approved as to Form:

Melissa Longo, Esq., Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Councilwoman Castellano	✓			
Councilman Cunningham	✓			
Councilman Doyle	✓			
Councilwoman Giattino	✓			
Councilwoman Mason	✓			
Councilman Mello	✓			
Councilman Occhipinti	✓			
Councilman Russo	✓			
President Bhalla	✓			

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

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2015**, 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 **328 GARDEN STREET CONDOMINIUM ASSOC.**, owners of 328 Garden Street, Hoboken, NJ 07030, represented by Sean Snyder (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 Garden Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of making repairs to or reconstructing the existing stoop as may be necessary and maintaining the existing areaway and built-in planter adjacent to the building fronting onto Garden Street; and

WHEREAS, the area of encroachment along Garden Street will not be altered from its existing condition which leaves approximately 7' of unobstructed 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 landscape 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 179 Lot 31, to repair or reconstruct, as may be necessary, the existing stoop and for maintenance of the existing areaway and built-in planter 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 if 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 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 _____, 2015.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: 328 Garden Street Condominium Assoc., owners in fee of Block 179 Lot 31, more commonly known as 328 Garden Street, Hoboken, NJ, represented by Sean Snyder.

Signed: _____

Printed: _____,

Sean Snyder representing 328 Garden Street Condominium Assoc.
Owners of 328 Garden Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2015.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Date Received:

Work Site Address: 328 Garden Street Hoboken, NJ

Block: 179

Lot(s): 31

Applicant: ARCO ENGINEERING

Address: 1050 WALL STREET WEST SUITE 650
LYNDHURST, NJ 07071

Phone: (201) 635-0282

e-mail: JJM@ARCOENGPC.COM

Owner (if other than Applicant): c/o RELB REALTY - 328 GARDEN ST. CONDO ASSN.
SIGNER: SEAN SNYDER

Address: 210 WASHINGTON STREET
HOBOKEN, NJ 07030

Phone: 201-216-5757

e-mail: hunter@relb.com

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

The existing encroachment is to repair an existing damaged stairs. The width of our existing encroachment is 6 feet, with a depth of 10 feet, this brings our total area of encroachment to be 60 squared feet. The existing encroachment is for the existing building entrance stoop. We propose to retain existing encroachment and not add or remove to it. Along with this application we have included a signed & sealed drawing of work to be completed along with a copy of the performed survey.

What is the reason(s) for the proposed alteration?

The reasoning behind the proposed alteration is to repair existing deteriorated stairs located at 328 garden street.

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

We have not obtained any previous approvals. We are filing encroachment application in order to get approval from Zoning Board.

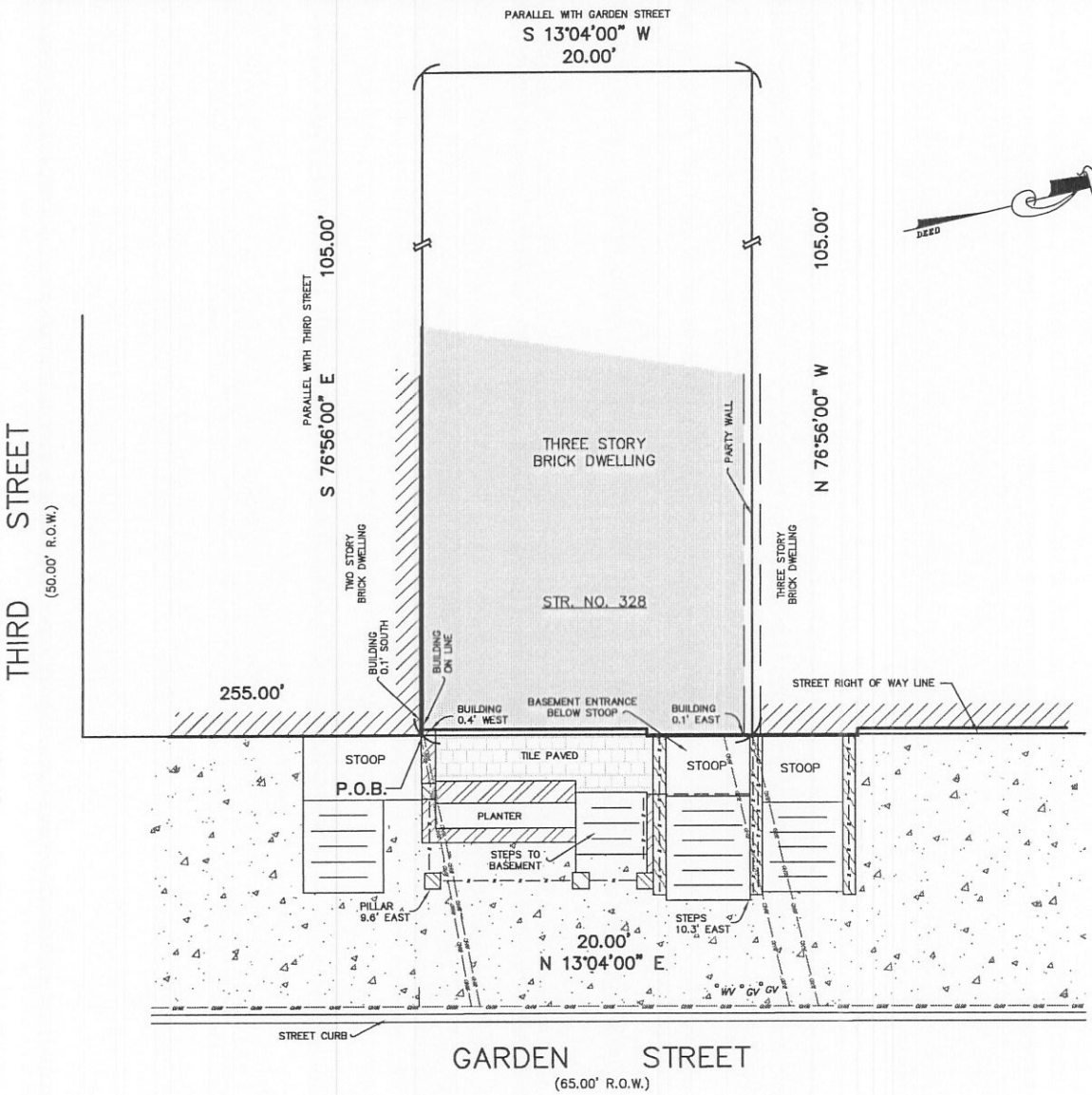
Documents provided with application; check all that apply:

- [x] Survey
- [x] Architectural drawings
- [ ] Metes and bounds detail for the area of encroachment
- [ ] Prior approvals
- [ ] Other:

Applicant's signature

10/8/15
Date

RECEIVED
OCT 9 - 2015
BY:



DEED

SITE PHOTO

GENERAL NOTES

1. Total lot area = 2,100 sq. ft. or 0.048 acres.
2. This survey is subject to the facts and findings of a complete title search.
3. This survey is not valid unless signed and sealed by the licensed surveyor.
4. Physical features in rear of property not shown, per contract agreement.

A written waiver and direction not to set corner markers has been obtained from the ultimate user pursuant to P.L. 2003, c.14 (N.J.S.A. 45:8-36.3) and N.J.A.C. 13:40-5.2(d).

No.	DATE	DESCRIPTION	BY

LEGEND

	PROJECT BOUNDARY LINE	WV	WATER VALVE
—OHW—	OVERHEAD WIRES	GV	GAS VALVE
	CURB LINE		SIGN POST
	CONCRETE		

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)
1 inch = 5 ft.

© PRONESTI SURVEYING, INC.

NJ CERTIFICATE OF AUTHORIZATION: 24GA28072100

DRAWN BY: M. STEFANO	DATE: SEPT. 22, 2015
CHECKED BY: G.R. PRONESTI	SCALE: 1"=5'
JOB No. 51892	SHEET 1 OF 1

BOUNDARY SURVEY

OF
328 GARDEN STREET
LOT 31 IN BLOCK 179 ON TAX MAPS OF

CITY OF HOBOKEN HUDSON COUNTY NEW JERSEY

PREPARED FOR
PROPERTY MANAGEMENT, LLC

PRONESTI
SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS

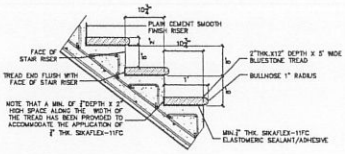
870 POMPTON AVENUE, SUITE B1
CEDAR GROVE, NJ 07009
TEL. (973) 857-3319 • FAX (973) 857-3608
www.PRONESTI.com

GEORGE R. PRONESTI, P.L.S.
PROFESSIONAL LAND SURVEYOR
NJ LIC. No. 16202

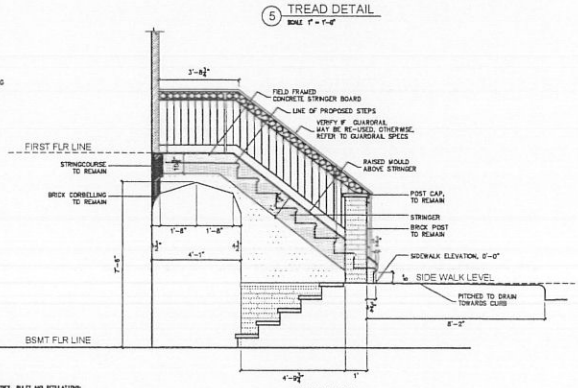
GUARDRAIL SPECIFICATION:

1. GUARDRAIL MUST MATCH THE FEATURES, DIMENSIONS, LOCATION OF THE GUARDRAIL THAT IS TO REMAIN, WHENEVER POSSIBLE.
2. GUARDRAIL HEIGHT TAKEN FROM LEADING EDGE OF TREAD TO TOP OF GUARDRAIL = 42"
3. BALUSTER MAXIMUM CLEAR SPACING= 3 3/8"
4. BOTTOM RAIL CLEAR DISTANCE FROM RAISED STRINGER MOULD= 4"

2 FRONT ELEVATION
SCALE 1/2" = 1'-0"



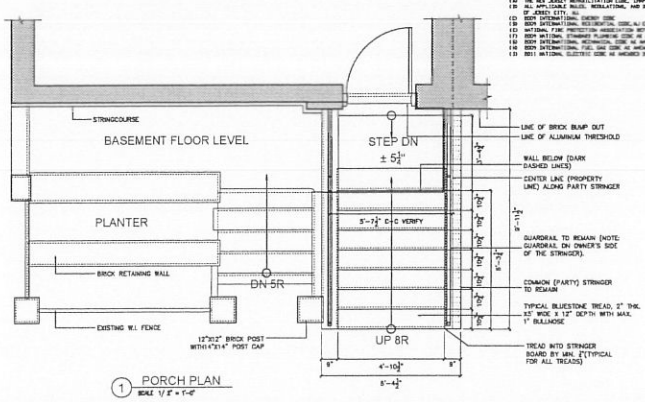
5 TREAD DETAIL
SCALE 1" = 1'-0"



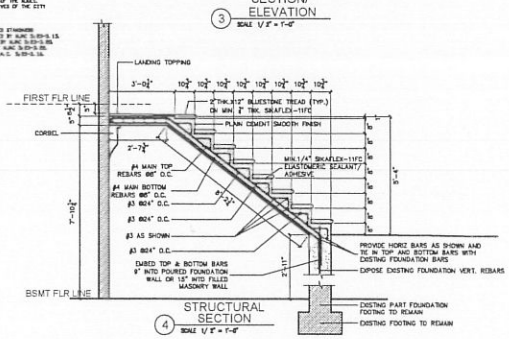
3 SECTION/ ELEVATION
SCALE 1/2" = 1'-0"

APPLICABLE CODES:

BRAVISE COMPLY WITH THE FOLLOWING CODES, RULES AND REGULATIONS:
(A) THE NEW JERSEY REHABILITATION CODE, CHAPTER 6 OF THE NJAC.
(B) ALL APPLICABLE RULES, REGULATIONS, AND DIRECTIVES OF THE CITY OF JERSEY CITY, NJ.
(C) 2009 INTERNATIONAL ENERGY CODE
(D) 2009 INTERNATIONAL RESIDENTIAL CODE, NJ CS.
(E) NATIONAL FIRE PROTECTION ASSOCIATION RECOMMENDED STANDARDS
(F) 2009 INTERNATIONAL MECHANICAL CODE AS AMENDED BY NJAC 5:23-3.15.
(G) 2009 INTERNATIONAL RESTRICTION CODE AS AMENDED BY NJAC 5:23-3.20.
(H) 2009 INTERNATIONAL FUEL GAS CODE AS AMENDED BY NJAC 5:23-3.20.
(I) 2011 NATIONAL ELECTRIC CODE AS AMENDED BY N.J.A.C. 5:23-3.19.



1 PORCH PLAN
SCALE 1/2" = 1'-0"



4 STRUCTURAL SECTION
SCALE 1/2" = 1'-0"

NUMBER	DESCRIPTION
	KEY NOTES

This drawing is approved for work only when it bears the appropriate approval stamp. All other markings or notations on it are for reference purposes only. Contractor to verify and be responsible for all dimensions and conditions on site. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures. Contractor is responsible for safety precautions and programs in connection with the work. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures. Contractor is responsible for safety precautions and programs in connection with the work. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures. Contractor is responsible for safety precautions and programs in connection with the work.

No.	DESCRIPTION	DATE
1	FIRST RELEASE	05.13.2015

REVISION HISTORY

ARCO ENGINEERING, PC
ARCO ENGINEERING PC
1850 Hall Street West
P.O Box 231
Lyndhurst, NJ 07071
TEL. 201 635 0282
FAX. 201 635 0286

REPLACEMENT OF FRONT STAIR AND LANDING

PROJECT LOCATION:
329 GARDEN STREET
HOBOKEN , NJ 07030
BLOCK :
LOT :

OWNER:
329 GARDEN STREET CONDOMINIUM

TITLE:
PORCH PLAN
PART FRONT ELEVATION
SECTION ELEVATION
STRUCTURAL SECTION

SCALE:	AS SHOWN
DATE:	05.13.2015
DRAWN BY:	RTM
CHECKED BY:	JJM
PROJECT NO:	D
FILE NAME:	-
SHEET:	1 of 1

JOSE J MANTRANA, PE
NY-077173-1 / NJ 34162

ST-100.00

Introduced by: 13
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____
Resolution Accepting and Acknowledging Receipt of the Best Practices Worksheet from DCA for the CY 2015

WHEREAS, the City of Hoboken has received its Best Practices Worksheet for CY 2015 from the State of New Jersey, Division of Local Government Services, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires the Chief Financial Official and other City Officials to prepare a Best Practices Worksheet for all recommendations to embrace practices and promote financial accountability and transparency, and

WHEREAS, the State of New Jersey, Division of Local Government Services requires such Best Practices Worksheet to be received and accepted by the Council of the City of Hoboken and filed with the Director of Local Government Services, and

WHEREAS, the Best Practices Worksheet is attached hereto, and incorporated by reference.

NOW, THEREFORE BE IT RESOLVED that the above recitals are incorporated by reference as it's fully stated herein; and,

BE IT FURTHER RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby accepts and acknowledges receipt of the Best Practice Worksheet for the City of Hoboken for CY 2015 from the DLGS, and requests acceptance by DLGS of receipt of this resolution; and,

BE IT FURTHER RESOLVED the specific requirement of the DCA is that the completed form must be an agenda item for discussion at municipal government body meeting, and the clerk must certify on the worksheet that the inventory and results were or will be discussed at public meeting and referenced in meeting minutes; both of these requirements have heretofore been met by the City for the CY 2015 Best Practices Worksheet; and,

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

Best Practices Worksheet CY 2015/SFY2016

		Hoboken City (Hudson)	
0905		*Please see Color Key at bottom of sheet for limits on answers*	
	Answer	**Question**	**Comments**
		General Management - GM	
1	Yes	Sharing services has been promoted for many years as a means to control costs. In addition to sharing resources such as labor, facilities and equipment with a county or with neighboring communities, shared services include similar agreements with school boards, independent authorities and fire districts. Shared services do not include cooperative purchasing, cooperative pricing or commodity resale agreements. Did your municipality actively negotiate (i.e. meet with representatives from a neighboring town, your county or another local unit) and/or enter into at least one new shared service agreement, or actively negotiate or enter into the renewal of at least one existing shared service agreement, in the preceding year?	
2	Yes	If a final judgment has been entered against the municipality and there is no further adjudication, or if the municipality reaches a final settlement, has your municipality satisfied its obligations under a final judgment or settlement in a timely fashion pursuant to their terms (e.g. tax appeals, tort claims, contractual disputes)? This question cannot be answered "Yes" if your municipality has satisfied a judgment or settlement but additional interest and/or other penalties have been imposed as a result of noncompliance with the terms thereof. This question does not apply to claims adjudicated or settled by the municipality's JIF or insurance carrier.	
3	Yes	Has your municipality adopted a vehicle use policy prohibiting personal use of municipal vehicles (except for commuting), and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)? **Only answer "N/A" if your municipality does not have any municipally-owned vehicles.**	
4	Yes	Has the appropriate administrative official reviewed the State Comptroller's June 25, 2013 Report on local government legal fees, and does your municipality follow the best practices outlined in the checklist annexed as an Appendix to the report?	

Best Practices Worksheet CY 2015/SFY2016

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
5	Yes	Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget (including the full adopted budget for the current year when approved by the governing body); most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?	
6	No	Does your municipality require its elected officials to attend on an annual basis at least one instructional course covering the responsibilities and obligations of elected officials (for example: ethics, municipal finance, labor relations, risk management, shared services, purchasing, land use administration, personnel, technology etcetera)? This item may be satisfied either through a course approved for continuing education credit by DLGS, or in-house education provided by a professional, vendor or staff member (provided they have significant expertise in their profession and routinely prepare public presentations).	
7	N/A	With regard to your municipality's collective bargaining agreements that replaced contracts expiring on or after 1/1/11, is the overall impact of the aggregate economic costs limited to an average increase of 2% or less per year over the contract term?	Contracts expired and have not been replaced yet. It is our intention to limit increase to 2% or less.
8	Yes	A municipality's participation in FEMA's National Flood Insurance Program Community Rating System can lead to significant flood insurance premium reductions for its homeowners. An explanation of the program may be found on FEMA's website at http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system, and more information on how the NJDEP's statewide CRS coordinator can assist with improving your rating can be found at http://www.nj.gov/dep/floodcontrol/about.htm. Does your municipality have, or is your municipality in the process of attaining, a Community Rating System ranking of at least Class 9?	

Best Practices Worksheet CY 2015/SFY2016

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
9	N/A	If the ratio of assessed values to market values in your municipality is presently less than 65%, is your municipality in the process of conducting a reassessment or revaluation?	The City's ratio is at 88%.
10	No	The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Forms. Compliance by local elected officials is particularly important. Have all of your local elected officials filed their Financial Disclosure Form in 2015 that covers the 2014 calendar year?	
11	Yes	Many municipalities have created one or more authorities (including fire districts, utilities authorities, redevelopment authorities, housing authorities, port authorities, etc.) to provide greater focus and attention on addressing a public need, or to reduce governing body burdens. While creation of an authority is often appropriate, and many authorities successfully fulfill their missions, authorities with weak membership or insufficient local-level monitoring can become wasteful, inefficient and unresponsive to the public they serve. N.J.S.A. 40A:5A-20 allows a local governing body to dissolve an authority subject to certain parameters and with Local Finance Board approval. Municipalities should at least annually assess the authority or authorities they created and publicly discuss their findings and conclusions. Findings and conclusions should address whether the authority's continued existence is appropriate, and whether the authority is appropriately and efficiently serving its residents. Does the governing body meet at least once annually to discuss an assessment of the authority or authorities they have created?	

Best Practices Worksheet CY 2015/SFY2016

		Hoboken City (Hudson)	
0905		*Please see Color Key at bottom of sheet for limits on answers*	
	Answer	**Question**	**Comments**
		Finance & Audit - FA	
12	Yes	Internal accounting control processes, procedures and authorizations are designed to safeguard assets and to limit the risk of loss or misstatement. 1) Are internal accounting control processes, procedures and authorizations documented and communicated to staff; and 2) Does your Administrator/Manager or CFO, as appropriate, evaluate and discuss risk assessment annually with your governing body or an appropriate subcommittee thereof (such as the Audit or Finance Committee) with a focus on developing and updating accounting control processes, procedures and authorizations? **If you selected "yes", please state in the Comment section in the approximate date of the discussion and whether the discussion was with the governing body or, if with a subcommittee thereof, name the subcommittee.**	8/5/2015 with Municipal Council
13	N/A	In Local Finance Notice 2007-5, the Division issued guidance concerning the collection and accounting of fees by mayors for the performance of marriage and civil union ceremonies. If your municipality's mayor collects fees for performing weddings and civil unions, are the guidelines on pages 2 and 3 of LFN 2007-5 being followed?	The Mayor does not charge fee for marriage or civil union ceremonies.
14	Yes	Does your municipality have a Finance Committee (or equivalent) made up of one or more members of the governing body and other appropriate personnel, as may be needed, that meets at least quarterly and discusses all significant financial issues? **If you answer "Yes", phrase state in the Comment section the approximate date of your municipality's most recent Finance Committee meeting.**	5-Nov-15
15	Yes	Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. Have all audit findings from the 2013 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2014 audit? **If the answer is no, please list the repeat findings in the comments section. Only answer "N/A" if there were no audit findings in 2013. If your municipality wishes to appeal the result of this question, the Director shall determine based on the comment(s) whether the finding(s) is/are sufficiently material to warrant a "no" answer.**	

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
16	Yes	The CFO should be capable of preparing the annual financial statement, annual debt statement and budget schedules. Excessive auditor assistance on these documents could create a perception that the auditor is not truly independent of the client in auditing the client's financial statements. At a minimum, each CFO should prepare balanced and reconciled financial records including books of original entry, general ledgers, subsidiary ledgers and other computer reports that accurately analyze and reflect the municipality's financial position. These records should have sufficient detail for an accountant with sufficient knowledge of New Jersey's municipal accounting system to extract information necessary to prepare financial and debt statements. This requires that, within acceptable tolerance, all financial transactions (cash and non-cash) be posted in the general ledger and that all general ledger accounts be supported by subsidiary ledgers, reports, reconciliations or are otherwise analyzed. A "yes" answer is appropriate if 1) your CFO prepares the annual financial statement, annual debt statement and annual budget, or 2) your CFO presents balanced and reconciled financial records, or 3) you are retaining outside assistance to do so from an individual or entity separate from your municipality's audit firm. *Please note that item #2 cannot count as a "yes" answer if the Report of Audit contains comments and recommendations regarding the General Ledger or Cash Account balances not being reconciled.*	
17	Yes	Grant programs can create a significant burden on a municipality's cash flow if program expenses are either not timely reimbursed or are charged to other operating accounts instead of to the grant. Are all grant revenues, along with their corresponding appropriations, reviewed at least quarterly to determine that all program expenses have 1) been filed for reimbursement and 2) have been properly charged to the grant, with follow up communication to grantor agencies in instances where payments are delayed?	

		Hoboken City (Hudson)	
0905		*Please see Color Key at bottom of sheet for limits on answers*	
	Answer	**Question**	**Comments**
18	Yes	N.J.S.A. 40A:5-4 requires municipalities to complete their annual audit for the preceding fiscal year within 6 months after the close of its fiscal year. Further, N.J.S.A. 40A:5-6 requires the municipality's auditor to submit a certified duplicate copy of the audit report and recommendations with the Division within 5 days after filing the original with the municipal clerk. Has your municipality received its completed audit for the preceding fiscal year within the statutory timeframe, and confirmed that your auditor has filed a certified duplicate copy of the audit report with the Division? **You may only answer this question "N/A" if the Director expressly granted an extension in response to a governing body resolution petitioning for same.**	
19	Yes	For its most recent audit period completed, has the municipality: 1) not had findings reported in the Schedule of Findings and Questioned Costs related to potential or actual questioned costs; or 2) not accrued a liability or made payment to a grantor for questioned costs or disallowed expenditures; or 3) not been notified of an amount that must be refunded to a grantor as a result of a contract audit or for any other reason?	
20	Yes	Pursuant to N.J.S.A. 40A: 2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file their Annual Debt Statement with the Division of Local Government Services. The annual debt statement must be filed electronically following the procedure described in Local Finance Notice 2013-3. Did your municipality file its electronic Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?	

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
21	Yes	Local Finance Notice 2014-09 contains important information about the need for municipalities that have certain outstanding debt to abide by requirements to annually disclose certain information with respect to financial conditions. The continuing financial disclosure obligations are required by federal law and local agreements executed as part of past issuances of debt. Failure to comply can result in penalties against local governments and individual officers responsible for various filings. Failure to comply can also result in a lack of access to capital markets. Has your CFO done all of the following: (1) reviewed Local Finance Notice 2014-09; and (2) undertaken, or caused to be undertaken, a review of past compliance with such requirements?	
22	Yes	Is your municipality up to date and fully compliant with continuing disclosure obligations as discussed in the previous question?	
		Procurement - P	
23	Yes	Municipalities and their agencies are allowed to prohibit the award of public contracts to business entities that have made certain campaign contributions exceeding $300 and to limit the contributions that the holders of a contract can make during the term of a contract to $300. A model ordinance concerning pay-to-play can be found at http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/ pay_to_play_ordinance-contractor.doc. Has your municipality adopted a pay-to-play ordinance pursuant to N.J.S.A. 40A:11-51 that is more restrictive than state statutory requirements?	
24	No	Pursuant to N.J.S.A. 52:15C-10(a), municipalities (among other government entities) must notify the State Comptroller within no later than 20 business days of awarding most contracts greater than $2 million but less than $10 million. For contracts $10 million or more, N.J.S.A. 52:15C-10(b) requires written notification to the State Comptroller of any negotiation or solicitation no later than 30 days before advertisement; from which point the State Comptroller has 30 days to approve the procurement moving forward unless said period is waived. Further information on the law and applicable forms is available on the State Comptroller's website. Did your municipality comply with the notice and approval provisions of N.J.S.A. 52:15C-10 in the prior year?	

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
25	Yes	The Prompt Payment Law, enacted as P.L. 2006 c.96, establishes timing standards for the payment of obligations under a wide range of construction-related contracts. The law seeks to ensure that contractors submitting bills for completed work are paid on a timely, established schedule, and that the full chain of subcontractors receive timely payment from their hiring contractor. Local Finance Notice 2006-21 discusses the law and its impact on local governments. Have your municipality's claim payment procedures been reviewed by legal counsel and appropriate municipal staff to ensure compliance with the Prompt Payment Law?	
26	Yes	Has your municipality established a chain of command as required by N.J.A.C. 5:34-6.1(b) to ensure appropriate individuals are in place to determine when emergency procurement is necessary, and to ensure that the provisions for emergency purchasing set forth in N.J.S.A. 40A:11-6 are properly implemented?	
27	Yes	N.J.S.A. 40A:11-5 (a)(i) states that, if a municipality utilizes the professional services exemption from the Local Public Contracts Law, "The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in the official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the clerk of the [] municipality…". With respect to the award of professional services contracts, is your municipality complying with the above referenced provision of the Local Public Contracts Law?	

Best Practices Worksheet CY 2015/SFY2016

		Hoboken City (Hudson)	
0905		*Please see Color Key at bottom of sheet for limits on answers*	
	Answer	**Question**	**Comments**
		Budget Preparation and Presentation - BP	
28	No	In preparing your annual budget it is important for both the governing body and public to understand the concept of surplus and how it accumulates (or declines) over the years. A formal policy regarding surplus serves as a basis for decisions concerning future financial solvency, and the lack of a policy could lead bond rating agencies to downgrade your municipality's credit rating. In developing said surplus policy your CFO should analyze and explain at least a five-year trend of surplus; illustrating the factors causing each annual increase or decrease. A surplus policy with realistic and sustainable goals can then be determined. Does your municipality have a written policy goal for the amount of surplus available in support of municipal operations, and is this goal evaluated annually?	
29	Yes	In preparing your annual budget, it is important that the impact that current budgeting decisions may have on future years' budgets be presented, evaluated and considered before the governing body takes final action. Long term plans concerning revenue, appropriations, tax levy, tax levy cap and surplus are critical to sustaining (or achieving) a solid fiscal condition. Are budget projections 1) factoring in the impact that the current year's budget may have on the future tax levy (as restricted by the levy cap) and future surplus balances for at least *two* future year's budgets, and 2) are these budget projections discussed with the governing body?	
30	N/A	Certain municipalities have indirectly pledged prompt payment (i.e. issued a guarantee) of debt service with respect to debt issued by counties, independent authorities or developers. Bond Rating Agencies (e.g. Moody's, Fitch, Standard & Poor's) have downgraded certain municipalities' bond ratings to below investment grade for lack of preparation in the event a lender calls in a debt guarantee. If your municipality guarantees any debt, are direct service revenues that may be pledged against debt repayment monitored by the municipal CFO; and to the extent that cash flow from pledged revenue will not satisfy the debt repayment, are sufficient funds held in reserve to satisfy the guarantee or is an existing authorization in place to issue debt (e.g. a bond ordinance) in the event a lender calls in the guarantee?	The City has no guaranteed debt.
31	Yes	Do elected officials receive a **written** status report at least quarterly on all budget revenues and appropriations as they correspond to the annual adopted budget?	

		Hoboken City (Hudson)	
0905		*Please see Color Key at bottom of sheet for limits on answers*	
	Answer	**Question**	**Comments**
32	Yes	In developing your multi-year capital plan, is your municipality dedicating sufficient revenues to fund maintenance, repair and eventual replacement of infrastructure such as roads, storm sewers, sanitary sewers and water systems?	
33	Yes	N.J.S.A. 40A:4-5 requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) unless the Director sets forth a later date pursuant to N.J.S.A. 40A:4-5.1. Did your municipality approve its introduced current year budget no later than the date provided by law or as extended by the Director in Local Finance Notice 2014-21? **This question may only be answered N/A if your municipality is under State Supervision.**	
34	No	N.J.S.A. 40A:4-10 requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities), unless the Director sets forth a later date pursuant to N.J.S.A. 40A:4-5.1. Did your municipality adopt its current year budget no later than the date provided by law or as extended by the Director in Local Finance Notice 2014-21? **This question may only be answered "N/A" if your municipality is under State Supervision, or delayed its budget adoption because it awaited a Division determination concerning a grant award or Transitional Aid award.**	Budget adopted May 20, 2015
		Health Insurance - HI	
35	No	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)? **Only answer "yes" if no part-time elected or appointed officials receive health benefits. If your municipality has part-time elected or appointed officials who elect to take State Health Benefits Program (SHBP) health benefits (or receive a waiver for not doing so) by virtue of serving in their position continuously since May 21, 2010, you must answer "No". If you answered "No", please list in the Comments section the name and title of each elected or appointed official receiving either health benefits or a waiver payment in lieu of health benefits.**	

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
36	Yes	Does your municipality conduct a monthly review of health benefit covered lives itemized on health insurance invoices to determine that health insurance invoices do not include employees, former employees, spouses or dependents who should no longer be receiving coverage?	
37	Yes	Municipalities frequently contract with or designate insurance brokers to secure healthcare coverage from insurance carriers. Brokers are typically paid by third-party administrators (TPA's) hired to collect, review and pay healthcare bills. The municipality pays the TPA, who in turn pays the broker. Broker fees are often directly related to the amount of insurance premiums or fees paid by the municipality (i.e. the higher the premium, the larger the broker's commission). Thus, the municipality-broker-TPA arrangement is vulnerable to abuse because brokers could face conflicting incentives in seeking lower-cost insurance alternatives. If your municipality contracts with or otherwise designates an insurance broker, is the structure for broker payments set at a flat-fee rather than on a commission basis (so as to mitigate the risk of brokers recommending more expensive insurance coverage to earn higher fees)?	
38	Yes	The State Health Benefits Program (SHBP) offers medical, prescription and dental coverage options for more than 850,000 participants, including employees, dependents and retirees. All plans have substantial networks of healthcare providers, and provide services nationwide. 62% of municipalities, and 33% of counties, within New Jersey participate in SHBP. If your municipality has non-SHBP coverage, as your collective bargaining agreements come up for renegotiation, do your municipality's negotiation proposals seek contract provisions allowing its employees to be switched to SHBP or another non-SHBP plan of lesser cost?	

Best Practices Worksheet CY 2015/SFY2016

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
39	Yes	Prior to municipal officers and employees being required to substantially share in the cost of their health benefits, there was no disincentive to officers and employees accepting coverage even though they had alternative coverage. Many municipalities would offer payments in lieu of health benefits to encourage officers and employees to voluntarily drop coverage, provided they had coverage from another source. The policy often saved money by replacing the expensive cost of providing health care with the less expensive payment in lieu of health benefits. The need to pay officers and employees money to not take a health insurance benefit they can receive from another source has lessened, because the cost of premium sharing will cause officers and employees to drop coverage if alternative coverage is available. Has your governing body had a thorough and adequate discussion about its current policy regarding payments in lieu of health benefits, its impact on the municipal budget, and whether said payments are still warranted? **"N/A" is only applicable where the municipality has a policy of not making payments in lieu of health benefits.**	

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
		Personnel - PE	
40	No	The Fair Labor Standards Act (FLSA) is a federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. The law requires that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with labor counsel for more detailed guidance). Does your municipality refrain from paying overtime to employees who are classified as exempt under the FLSA? *In answering this question, be aware that exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings, participation in training sessions, and police "off-duty" assignments (a/k/a "Jobs in Blue"). Also, please note that compensated leave time in lieu of cash payments is considered to be a form of overtime pay unless such leave is utilized in the same pay period.*	
41	Yes	N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us. Has your municipality filed all current contracts with PERC?	

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
42	Yes	Does your municipality make available to the public free of charge, either through an internet posting or on-site review, documents that show the current salaries of all personnel?	
43	Yes	Accurate records of employee time are critical not only for financial accountability, but also effective management of your workforce. Is your municipality ensuring that 1) employees complete and file standardized forms, either electronically or by paper, to verify all employee time worked (e.g. time cards, electronic time keeping); 2) your personnel/human resources office maintains records accounting for all employee leave time earned and used; and 3) supervisors are reviewing and approving/denying employee time and attendance documentation before those records are submitted to management and, in the case of department heads, is such documentation reviewed and verified independently?	
44	Yes	Has your municipality instituted a policy to not compensate employees for sick leave accumulated after a certain date?	
45	Yes	Does your municipality have a transitional duty program (light duty) to encourage employees out on workers compensation to return to work?	
46	Prospective	The State Workers Compensation Law provides that, when an employee receives a work-related injury producing temporary disability, the employee is entitiled to wage-continuation equal to 70% of the employee's weekly wages, subject to a maximum compensation as determined by the Commissioner of Labor. Does your municipality limit benefits for work-related injuries to the above statutory benefit? The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
47	Yes	The weekly benefit rate provided under the State Temporary Disability Law for a non-work-related injury is calculated on the basis of claimant's average weekly wage. Each claimant is paid 2/3 of their average weekly wage up to the maximum amount payable, which is $604 for disabilities beginning on or after 1/1/15. Does your municipality refrain from supplementing the Temporary Disability benefit? The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining. **Only answer "N/A" if your municipality does not participate in the State Temporary Disability Program.**	
48	Yes	Has your municipality adopted an ordinance, resolution, regulation or policy eliminating longevity awards, bonuses or payments for non-union employees?	
49	No	For any employees covered by a collective bargaining agreement, has your municipality eliminated longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing longevity awards, bonuses or payments for employees hired before a specified date? The answer to this question can be "prospective" if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	
50	No	Employee personnel manuals or handbooks serve as a valuable tool to convey a municipality's policies, procedures and benefits. Many insurance carriers encourage the adoption of such a document and offer discounted rates for their use. These publications should review employees' rights and obligations in areas ranging from discrimination, safety, violence, and harassment to vacation and sick days, holidays, use of township vehicles, smoking and political activity, among others. Has your municipality adopted or updated an employee personnel manual/handbook by resolution or ordinance within the last five years? **If yes, please provide in the Comments section the date of the meeting during which the personnel manual was adopted.**	

Best Practices Worksheet CY 2015/SFY2016

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
	0	Select	
	36	Yes	
	9	No	
	4	N/A	
	1	Prospective	
	50	**Total Answered:**	
	41	Score (Yes + N/A + Prospective)	
	82%	Score %	
	0%	Percent Withheld	
		Chief Administrative Officer's Certification	
		I hereby certify that the information provided in this Best Practices Inventory is accurate	Certification #(s)
		to the best of my knowledge.	
		Quentin Weist	**15-Oct-15**
		Chief Financial Officer's Certification	
		I hereby certify that the information provided in this Best Practices Inventory is accurate	N0362
		to the best of my knowledge.	
		George DeStefano	**15-Oct-15**
		Municipal Clerk's Certification	
		I hereby certify that the Governing Body of the <insert Municipality> in the County of	
		<insert County> discussed/will discuss the CY 2015/SFY 2016 Best Practice Inventory as	
		completed herein at a public meeting on <insert date>, with the Inventory results, and the	
		certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to	RMC 380
		be stated in the minutes of said public meeting.	
		James Farina	**16-Oct-15**

Best Practices Worksheet CY 2015/SFY2016

		Hoboken City (Hudson)	
0905		***Please see Color Key at bottom of sheet for limits on answers***	
	Answer	**Question**	**Comments**
		Red = Repeat Question; Prospective answers not permitted	
		Blue = Questions where neither "not applicable" nor "N/A" answers are permitted	
		Green = Repeat questions where neither "Prospective" nor "Not Applicable" are permitted	
		No Color = "Yes"; "No"; "Prospective" and "Not Applicable" are all permissible answers	

# of Questions scored yes, prospective, or "not applicable"	**Amount of Aid Disbursed**	**Impact on final 5% aid payment/impact on total aid**
41-50	100%	No penalty
33-40	80%	Lose 20% which equals 1% of total aid
25-32	60%	Lose 40% which equals 2% of total aid
17-24	40%	Lose 60% which equals 3% of total aid
9-16	20%	Lose 80% which equals 4% of total aid
0-8	0%	Lose 100% which equals 5% of total aid

Question	**Table of Weblinks**
4	http://nj.gov/comptroller/news/docs/press_local_government_legal_fees.pdf
8	http://www.fema.gov/national-flood-insurance-program-community-rating-system
8	http://www.nj.gov/dep/floodcontrol/about.htm
13	http://www.nj.gov/dca/divisions/dlgs/lfns/07/2007-5.doc
20	http://www.nj.gov/dca/divisions/dlgs/lfns/13/2013-3.pdf
21	http://www.nj.gov/dca/divisions/dlgs/lfns/14/2014-09.pdf
23	http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc
24	http://www.nj.gov/comptroller/compliance/index.html
25	http://www.nj.gov/dca/divisions/dlgs/lfns/06/2006-21.doc
33 & 34	http://www.nj.gov/dca/divisions/dlgs/lfns/14/2014-21.pdf

1<

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution Authorizing the Submission of a Grant Application to the Hudson County Open Space, Recreation and Historic Preservation Trust Fund for Land Acquisition of the BASF Property (Block 103, Lots 7-26 and Block 107, Lot 1) and Acceptance of Funds if Approved

WHEREAS, the County of Hudson has announced that it is accepting applications for the Open Space, Recreation and Historic Preservation Trust Fund; and

WHEREAS, the purpose of the program is for the acquisition of lands for new parks and open space, the construction of park and recreational facilities and the preservation of historic sites; and

WHEREAS, the Hudson County Open Space, Recreation and Historic Preservation Trust Fund has been a significant resource for municipalities and non-profit organizations in funding local projects; and

WHEREAS, the County of Hudson prioritizes applications which are "project ready" and requires funded projects to be completed within two (2) years of approval by the Freeholder Board; and

WHEREAS, the City of Hoboken wishes to submit a grant application for $1,000,000 for land acquisition of the BASF property (Block 103, Lots 7-26 and Block 107, Lot 1).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to submit said grant application to the County of Hudson on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approval of the execution of the grant agreement.

Meeting date: October 21, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jennifer Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

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

Hudson County Open Space, Recreation,
And Historic Preservation Trust Fund

2015 Open Space Letter of Intent Form

For H.C. Use Only
Date Received:

Applicants must demonstrate how their project meets the goals and objectives of the Hudson County Open Space Trust Fund outlined in this form. Applicants must have all required documentation, list matching funding, and show how the project is shovel ready.

Complete & submit all materials to: Hudson County Division of Planning, ATTN: Megan Massey
830 Bergen Avenue, 6A, Jersey City, NJ 07306
VIA EMAIL: Megan Massey, mmassey@hcnj.us

Form must be submitted by September 30, 2015

Project Information

Project Title: Northwest Resiliency Park (BASF)

Project Type:
- ■ Land Acquisition
- □ Park & Recreation Improvement
- □ Historic Preservation or Study

Project Municipality: Hoboken

Project Address:

Block(s): 103, 107 **Lot(s):**

County Freeholder District: 5 **State Legislative District:** 33

Congressional District: 13 **Federal ID# assigned by IRS:** 22-6001993

Sponsor/Name of Local Unit or Organization: City of Hoboken

Applicant Address: 94 Washington Street

City: Hoboken **State:** NJ **Zip:** 07032

Chief Executive Officer: Dawn Zimmer **Telephone No.:** (201) 420-2018

Person having day to day responsibility for this application:

Name: Stephen D. Marks **Title:** Municipal Manager

Address: 94 Washington Street

City: Hoboken **State:** NJ **Zip:** 07032

Telephone Number: (201)239-6643 **Fax Number:** (201) 420-2096

E-mail address: smarks@hobokennj.gov

I, Stephen D. Marks *(name of authorized official)*, **hereby certify that the information provided within this Hudson County Open Space Application Form is complete and true.**

09/24/2015 Stephen D. Marks

Date (mm/dd/yyyy) **Signature of official authorized to submit application as per attached Resolution of Governing Body or Organization Board**

Project Funding

Total project cost: $ 8,605,000

Amount applicant requests: $ 1,000,000

Local share: $ 7,605,000

Other Match ***(Green Acres, NJ Historic Trust, etc.)*:** $

Matching funding sources: City of Hoboken and NJ Environmental Infrastructure Trust Fund

Development of Project

Proposed starting date for project: 11/01/2015

Conceptual plan	■ Yes	□ No
Preliminary subdivision	□ Yes	□ No
Final subdivision	□ Yes	■ No
Preliminary site plan	□ Yes	□ No
Final Site plan	□ Yes	□ No

Current Zoning of the Site (uses and intensity):

I-1 Industrial

Relation to Hudson County Open Space Goals and Objectives

Please check boxes to indicate which Hudson County Open Space Trust Fund goals and objectives relate to your project and in less than 300 words, elaborate in the space provided below.

■ **Recreation**
Provide accessible open space and recreation opportunities to all Hudson County residents.

■ **Connectivity**
To link proposed and existing recreation and open space areas into a network accessible through a variety of transportation means, including public transit and bicycle or pedestrian transit.

□ **Environmental Justice**
To promote the development of park and recreational opportunities in low-moderate income neighborhoods

■ **Urban Ecosystems**
To encourage environmental resiliency by protecting and strengthening areas of critical resources, including wetlands, floodplains, steep slopes, wildlife habitat, open waters and waterfronts.

■ **Greenspaces & Acquisition**
To actively acquire and expand green/open spaces and recreational facilities where needed and feasible.

□ **Stewardship**
To educate the citizenry about existing and future Open Space and recreation opportunities, and continue efforts to increase support for these activities.

□ **Culture & History**

To ensure protection of the County's historic and cultural resources.

The City of Hoboken suffers from a dearth of park and open space opportunities. Nearly 80% of the City is within a special flood hazard area according to FEMA. The City has an antiquated combined sewer system which is inundated during minor rain events and leads to sewer overflows of raw sewage to the Hudson River. The BASF site is a vacant brownfield which has become a blight on the surrounding community. The BASF site is listed on the "Strategic Acquisition List" of the 2004 Hudson County Open Space, Recreation and Historic Preservation Plan.

Project Narrative

Please briefly explain why this project is a high priority for your town. You may describe special features of your project in order to expand or add to previous sections of the application.

In 2010, the City of Hoboken approved a Master Plan Reexamination Report which contained an open space map and plan element depicting planned and possible new park and recreation facilities (pages 49, 56 #R, and 59 #R) including the "Cognis-Henkel" site. The "Cognis-Henkel" site was purchased by the BASF Corporation. In 2012, the Hoboken City Council approved an ordinance authorizing the acquisition of the site by purchase or eminent domain. The City began discussions with representatives of the BASF Corporation and hired qualified professionals to investigate and analyze the site. In November 2014, the Hoboken City Council accepted a real estate appraisal and authorized an offer for purchase of the site. Since November 2014, the City's outside legal counsel has been engaged in bona fide negotiations with BASF's attorney.

This open space application is ready to proceed. If funded, the Hudson County Open Space Trust Fund will help preserve a 5.4 acre tract of land which will provide a unique park and recreational opportunity for the City of Hoboken, help clean-up and remediate a contaminated property, help reduce stormwater run-off, non-point pollution and flooding in a flood prone neighborhood of the city. The City is working with the North Hudson Sewerage Authority, the NJ Department of Environmental Protection and the NJ Environmental Infrastructure Trust Fund to design a park with green infrastructure and an underground stormwater detention tank which will hold approximately one million gallons of rain water.

CHECKLIST			
• Current copy of municipal tax map (printed to 11" x 17" size) identifying block and lot to be acquired.	Required		
• Current copy of Green Acres **Recreational and Open Space Inventory (ROSI)**	Required		
• **Site Plans,** including landscape design and any floor plans. Plans should be prepared by a licensed professional (i.e. arechitect, engineer, planner, landscape architect, etc.) Site plans should identifiy all existing and proposed facilities and any areas of grading, drainage, or proposed tree clearing.	Required		
• Breakdown of construction and maintenance **cost estimates** including operations plan, prepared and signed and sealed by a licensed professional.	Required		
• **Property ownership or lease** documents.	Required		
• **Phased construction punch list** (ONLY items on this list will be reimbursable by HCOSTF grant)	Required		
• **Contract documents** that include the credentials of the project team.	Required		
• **Operation plan-** time line of phases	Required		
• **Non Profits-**letter of endorsement from host municipality as well as an agreement that if selected for funding the municipality will partner with the local nonprofit as a co-grantee on the grant agreement	Required		
• **Property appraisal** prepared in accordance with NJ DEP Green Acres Scope of Work for Appraisal Services, available online at the following webpage: http://www.nj.gov/dep/greenacres/appscope.pdf	Required		
• **Preliminary assessment**, as defined by N.J.A.C.7:26E-3.1, conducted on the property to identify the presence of any potentially contaminated areas of concern. The report should be conducted in accordance with NJ DEP Green Acres requirements available online at: http://www.nj.gov/dep/greenacres/prelim.htm	Required		
	Yes	No	N/A
• **Municipal resolution** authorizing the application (required for full application)	☐	☐	☐
• Aerial map, if available. An aerial map may be generated using the **NJ DEP i-Map** environmental mapping tool available on the web at: http://www.state.nj.us/dep/gis/depsplash.htm	☐	☐	☐
• Property survey signed and sealed by a NJ Licensed Land Surveyor. The survey should be prepared according to the NJ DEP Green Acres Standard Scope of Survey Services, available online at following webpage: http://www.nj.gov/dep/greenacres/survey/scope.html	☐	☐	☐
• Digital images, photographic slides, and/or prints of the project site, if available.	☐	☐	☐
• Letters of support (i.e. municipal officials, local planning and zoning boards, neighborhood associations, residents).	☐	☐	☐
• Please review the Americans with Disability Act (ADA) Standards for Accessible Design guidelines available on the web at: http://www.ada.gov/adastd94.pdf If applicable, have they been included in the Conceptual Site Plan?	☐	☐	☐
• For Historic Preservation projects: Adherence to the Interior Standards http://www.nj.gov/dep/hpo/3preserve/preserve.htm	☐	☐	☐

Projected ending date for project: _____

Stephen D. Marks

Signature

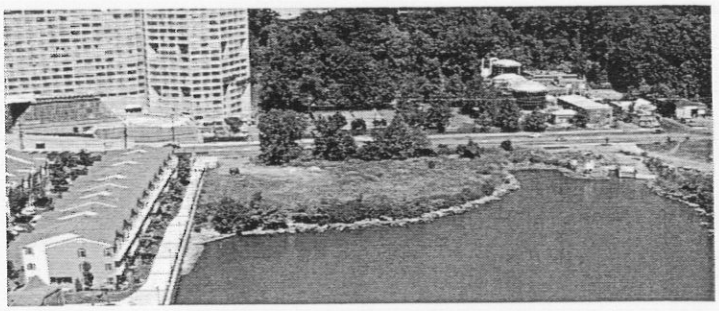
Municipal Manager/City of Hoboken

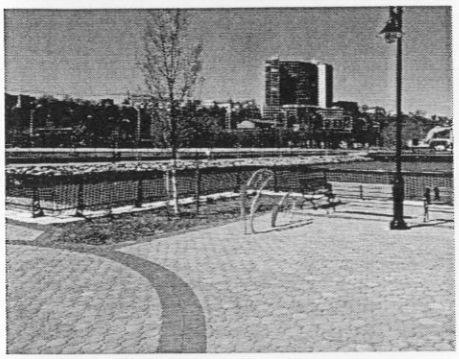
Title/Organization

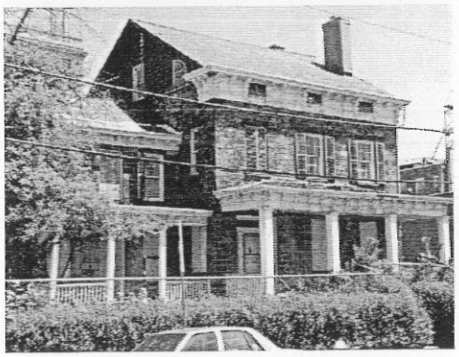
09/24/2015

Date

Hudson County Office Use
□ Further Review Required
□ LOI Review Meeting Scheduled- Date _____
□ LOI Complete







2013 Hudson County Open Space Funding Guidelines

Resolution No. 311-6-2012

HUDSON COUNTY

Hon. Thomas A. DeGise, County Executive

William Gaughan, Chief of Staff

Abraham Antun, County Administrator

Laurie Cotter, Deputy County Administrator

Michelle E. Richardson Director of Parks and Community Services

Massiel M. Ferrara, PP,AICP, Division Chief of Planning

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

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District 5

Hon. Jose Munoz Vice-Chairperson
District 7

Hon. Thomas Liggio, Chairperson Pro Tempore
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District 6

Hon. Albert Cifelli,
District 9

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Henry Sanchez, Vice Chair, Historic Preservation Board Member

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William LaRosa, Hudson County Office of Cultural and Heritage Affairs, Board Member

Joseph Cecchini, Hudson County Division of Parks, Board Member

Kernal A. Thomas, Environmental Board Member

Carter Craft, Conservation Board Member

John Cellini, Parks & Recreation Board Member

John Baier, Hudson County Executive's Liaison, Ex-Officio Member

Hon. Jeffrey Dublin, Hudson County Board of Chosen Freeholders' Liaison, Ex-Officio Member

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I. INTRODUCTION

New Jersey P.L. 1997, c. 24, permits New Jersey county governments to establish a dedicated trust fund to acquire land for conservation, open space purposes, recreational facility enhancements, and farmland and historic preservation. Under State Law, New Jersey counties are required to obtain voter approval for the creation and funding of such a trust fund.

On June 26, 2003, the Hudson County Executive requested, and the Hudson County Board of Chosen Freeholders approved, a resolution authorizing the placement of a public question (referendum) on the general election ballot for the establishment of a County Open Space, Recreation, & Historic Preservation Trust Fund. This was sanctioned under the enabling legislation of the NJ Open Space Act (NJSA 40:12), which allows a municipal tax levy for the purposes of acquisition and development of open space, historic preservation, and park improvements. On November 4, 2003, the ballot question was approved by a two-to-one majority of County voter participants.

The Board of Chosen Freeholders, by resolution dated December 23, 2003, voted to establish a trust fund entitled "The Hudson County Open Space, Recreation & Historic Preservation Trust Fund" (hereinafter "Trust Fund").

The Trust Fund is funded through a property tax assessment to be approved annually by the Board of Chosen Freeholders, at a rate not to exceed one cent ($0.01) per $100.00 of the Total County equalized real property valuation.

II. GENERAL PROVISIONS

A. Statement of Purpose

This document is created for the following purposes:

1. To establish the process, policy and procedures by which the County of Hudson will provide funding from the Trust Fund to eligible open space, recreation, cultural, tourism and historic preservation projects countywide.

2. To establish procedures by which the County of Hudson will ensure that lands acquired in conjunction with funding from the Trust Fund will remain in use for conservation, recreation, or historic preservation purposes in perpetuity.

B. Scope

This document constitutes the rules governing the review and award of grants. It establishes project eligibility requirements, applicant eligibility, application requirements, application review criteria, application review governance, roles and responsibilities, funding award categories and criteria, grant terms, and program administrative requirements.

C. Document Review

This document may be amended from time to time by the County of Hudson, with recommendations from the Open Space Trust Fund Advisory Board and the public at large. Amendments to the document will become effective upon recommendation of the Hudson County Executive and the approval of the Board of Chosen Freeholders.

D. Severability

If any court of competent jurisdiction declares any provision of this document ineffective or invalid, that provision shall be severed and all remaining provisions shall continue in full force and effect.

E. Information

Unless otherwise specified, any questions and all submissions required under this document should be directed to the Department of Parks and Community Services, Division of Planning, Meadowview Campus, Building One, Floor Two, 595 County Avenue, Secaucus, New Jersey 07094.

III. DEFINITIONS

The following words and terms shall have the following meaning unless the context clearly indicates otherwise:

Acquisition – the securing of a fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation.[1]

American with Disabilities Act II – State and Local Government Activities -Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities.

State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities. Public entities are not required to take actions that would result in undue financial and administrative burdens. They are required to make reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity being provided.[2]

Aquatic Ecosystem – Waters of the United States, including wetlands that serve as habitat for interrelated and interacting communities and populations of plants and animals.[3]

Aquifer Recharge Protection Area – Lands through which water of significant volume and high quality moves down to an underlying groundwater reservoir.[4]

Berm – A mound of soil, either natural or constructed, used for one or more of the following purposes: screen, buffer, separator, landscape feature, noise attenuation, dam, or storm water control.[5]

Bicycle Lane – A portion of a roadway which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicycles.[6]

Bicycle-Compatible Roadway – A road designed to accommodate the shared use of the roadway by bicycles and motor vehicles.[7]

Bikeway – Any road, path, or way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.[8]

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[1] The Morris County Open Space and Farmland Preservation Trust Fund. 2010. Online. http://www.morrispreservation.org/TrustFundRulesRegs.pdf. Accessed 5 August 2013.
[2] U.S. Department of Justice, Civil Rights Division. A Guide to Disability Rights Laws. 2009. Online. http://www.ada.gov/cguide.htm. Accessed 5 August 2013.
[3] New Jersey Department of Environmental Protection. Freshwater Wetlands Protections Act Rules. 12 October 2012. Online. http://www.nj.gov/dep/landuse/fww/def.html. Accessed 5 August 2013.
[4] See note 1.
[5] New Jersey Department of Community Affairs. Residential Site Improvement Standards. 2013. Online. http://www.state.nj.us/dca/divisions/codes/codreg/pdf_regs/njac_5_21.pdf. Accessed 5 August 2013.
[6] U.S. Federal Highway Administration. Federal-Aid Policy Guide. 9 December 1991. Online. http://www.fhwa.dot.gov/legsregs/directives/fapg/cfr0652.htm. Accessed 2 August 2013.
[7] City of Portland Zoning Ordinance

Brownfields – With certain legal exclusions and additions, the term "brownfield site" means real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.[9]

Capital Improvement – shall include, in addition to buildings, any structures, fixtures, edifices, byways, parking lots, service facilities, and any other facility necessary and incidental to the lawful performance of any function of a county or municipality.[10]

Capital Improvement Program (CIP) – The municipal or county Capital Improvement Program is the minimum six year program of public works projects that the municipality/county expects to undertake, together with a general statement of funding sources and cash flows. The first year of the CIP is the Capital Budget, a more explicit statement of work with revenue and expense accounting.

Channel – Any natural or man-made waterway or course through which to convey the constant or intermittent flow of water.[11]

Conservation Easement – An easement, covenant, restriction or other interest in real property, which limits or restricts development, management or use of such real property for the express purpose of preserving or maintaining the scenic, open, historic, archaeological, architectural, forest, or natural condition, character, significance or amenities of real property in a manner consistent with public policy and purpose, whether created under common law or pursuant to the provisions of State Law. A conservation easement may include affirmative rights of public access, management and use.[12]

Consumer Product Safety Commission (CPSC)- The U.S. Consumer Product Safety Commission (CPSC) has created guidelines for both public playground and home playground equipment. The Public Playground Safety Handbook can be seen here: http://www.cpsc.gov/PageFiles/122149/325.pdf

Coastal Zone Management Act – The Federal legislation mandates a comprehensive program of planning and development regulations for each State having a coastline.

Community Gardens – A plot of land gardened by a group of people, typically organized through an open and publicly functioning organization or a local government body.

Connectivity – the density of connections in path or road network and the directness of links. A well-connected road or path network has many short links, numerous intersections, and minimal dead-ends (cul-de-sacs). As connectivity increases, travel distances decrease and route options increase, allowing more direct travel between destinations, creating a more accessible and resilient system.[13]

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[8] See note 5.
[9] US Public Law 107-118 (H.R. 2869)
[10] NJSA 40A:12-2- Local Land and Buildings Law
[11] New Jersey Department of Community Affairs. Residential Site Improvement Standards. 2013. Online. http://www.state.nj.us/dca/divisions/codes/offices/rsis.html/ Accessed 5 August 2013.
[12] New York State Department of Environmental Conservation. Online. http://www.dec.ny.gov/docs/permits_ej_operations_pdf/exhibit111.pdf. Accessed 5 August 2013.
[13] Victoria Transport Planning Institute TDM Encyclopedia. Online. http://vtpi.org/tdm/. Accessed 5 August 2013.

Conservation Plan Element – That portion of a master plan that describes the community's existing and anticipated resources of energy, water supply, etc.

County Master Plan – A composite of the Master Plan for physical development of a New Jersey County with the accompanying maps, plats, charts, and descriptive and explanatory matter adopted by the County Planning Board, pursuant to N.J.S. 40:27-2, 40:27-4.[14]

County Planning Board – The governing authority responsible for the county planning and organized pursuant to N.J.S. 40:27-6.1.

Crime prevention through environmental design (CPTED) – CPTED attempts to reduce or eliminate criminal opportunities by using elements of the environment to (1) control access; (2) provide opportunities to see and be seen; and (3) define ownership and encourage the maintenance of territory.[15]

Critical Habitat for Fauna or Flora – (1) For Fauna, areas which serve an essential role in maintaining commercially and recreationally important wildlife, particularly for wintering, breeding, spawning and migrating activities; (2) For Flora, areas supporting rare or unique plant species or uncommon vegetation communities in New Jersey.[16]

Cultural Resource Acquisition Project – projects to acquire lands that provide or could provide access to outdoor performing or fine art facilities.[17]

Culture – Includes knowledge, belief, art, morals, law, custom, and any other capacities and habits acquired by man as a member of society.[18]

Debt Service – annual payments of principal and interest on loans used for the acquisition of open space, the preservation or improvement of open space, recreational space, or historic sites.

Design Standards – Standards that set forth specific improvement requirements.[19]

Eligible Costs – Costs incurred that can be funded through an award of the Trust fund, i.e., purchase of land, engineering, architect fees, construction site improvements, debt issuance and related bond counsel fees.

Environmental Justice – The fair treatment and meaningful involvement of all people regardless of race, color, sex, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations, and policies.[20]

Floodway – Land, and the space above that land, which lies within the inner portion of the flood hazard area, and which is mathematically determined to be required to carry and

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[14] NJ S2852
[15] US Department of Justice. Community Oriented Policing Services. Online. http://www.cops.usdoj.gov/Publications/ Accessed 8 August 2013.
e0807391.pdf pp. 5
[16] N.J.A.C. 77A
[17] Passaic County Open Space and Farmland Preservation Trust Fund Application Guide.
[18] Tylor, Sir Edward Burnett. Primitive Culture: Researches Into the Development of Mythology, Philosophy, Religion, Languages, Art and Customs. 1871.
[19] See note 5.
[20] United States Environmental Protection Agency. Report on the Environment Glossary. 2008. Online. http://www.epa.gov/roe/glossary.htm. Accessed 5 August 2013.

discharge floodwaters resulting from the 100-year flood under certain conditions. The floodway always includes the channel and often includes land adjacent to the channel. The floodway is normally characterized by faster and deeper flows than the flood fringe, which is the portion of the flood hazard area outside the floodway.[21]

Flood Hazard Area – Structures, fill and vegetation that are situated on land that lies below the flood hazard area design flood elevation are described as being "in" or "within" the flood hazard area. The inner portion of the flood hazard area is called the floodway and the outer portion of the flood hazard area is called the flood fringe. The "Special Flood Hazard Area," as defined by FEMA, is the land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps.[22]

Flora/Fauna Protection Project – a project to acquire and/or enhance lands essential for the conservation of significant flora and/or fauna species, which require special management consideration or protection. Habitat areas of threatened and endangered species are also included.

Freshwater Wetland – An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; provided, however that the Department of Environmental Protection, in designating a wetland, shall use the 3-parameter approach (i.e., hydrology, soils, vegetation) enumerated in the April, 1987 interim-final draft Wetland Identification and Delineation Manual, and any subsequent amendments thereto. These include tidally influenced wetlands which have not been included on a promulgated map pursuant to the Wetlands Act of 1970.[23]

Golf Course – A daily public recreational facility, regulated by the rules of golf and related improvements associated with such a facility, which can be categorized into one of the following: par 3, executive, and regulation courses.

Governing Body – The body exercising general legislative powers in a county or municipality according to the terms and procedural requirements set forth in the form of government adopted by the county or municipality. For a non-governmental entity, its body exercising legislative voting powers, i.e., Board of Directors, Board of Trustees.[24]

Green Infrastructure – Green infrastructure uses vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a city or county, green infrastructure refers to the patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, green infrastructure refers to stormwater management systems that mimic nature by soaking up and storing water. Such systems include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bioswales, permeable pavements, green alleys and streets, green parking, green roofs, urban tree canopy, and land conservation.[25]

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[21] See note 3.
[22] Ibid.
[23] NJ A2171
[24] NJ Local Redevelopment and Housing Law
[25] United States Environmental Protection Agency. What is Green Infrastructure?. 11 January 2013. Online.

Green Roofs – Roofs covered with growing media and vegetation that enable rainfall infiltration and evapotranspiration of stored water.[26]

Green Spaces – a plot of undeveloped land separating or surrounding areas of intensive residential or industrial use that is maintained for recreational enjoyment.[27]

Parkland Projects – A project to acquire and/or enhance recreational lands, waters, natural ecosystems, historic sites, wetlands, wildlife habitats, urban parks and scenic setting for the enjoyment of the public.

***Green Streets and Alleys –** Streets and alleys that integrate green infrastructure elements into their design to store, infiltrate, and evapotranspire stormwater. Permeable pavement, bioswales, planter boxes, and trees are among the many green infrastructure features that may be woven into street or alley design.[28]

Greenways Project – A project to acquire and/or enhance land which provides a linkage to recreational lands, water, natural ecosystem, historic sites, wetlands, wildlife habitats, urban parks and scenic settings, for the enjoyment of the public. Greenways may include, but are not limited to bikeways, trails, and stream and river corridors.

Habitat – The natural environment or area of an individual animal or plant, population, or community, comprising both physical and biotic factors.

Hackensack Meadowlands – All those meadowlands lying within the municipalities of Carlstadt, East Rutherford, Little Ferry, Lyndhurst, Moonachie, North Arlington, Ridgefield, Rutherford, South Hackensack, and Teterboro all in Bergen County; and Jersey City, Kearny, North Bergen and Secaucus, all in Hudson County.

Head Waters – The point on a non-tidal stream above which the average annual flow is less than five cubic feet per second. The Department of Environmental Protection may estimate this point from available data by using area annual precipitation, area drainage basin maps, and the average annual runoff coefficient or by similar means.

Heat Island – An urban area characterized by temperatures higher than those of the surrounding non-urban area. As urban areas develop, buildings, roads, and other infrastructure replace open land and vegetation. These surfaces absorb more solar energy, which can create higher temperatures in urban areas.

Historic District – One or more historic sites and intervening or surrounding property significantly affecting or affected by the quality and character of the historic site or sites.[29]

Historic Preservation – The performance of any work relating to the stabilization, repair, rehabilitation, renovation, restoration, improvements, protection, or preservation of a historic property, structure, facility, site, area, or object.[30]

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http://water.epa.gov/infrastructure/greeninfrastructure/gi_what.cfm#greenroofs. Accessed 5 August 2013.

[26] Ibid

[27] Ibid

[28] Ibid

[29] NJ A3193

[30] NJ S2572

Historic Preservation Plan Element – That portion of the Municipal Comprehensive Master Plan that (1) describes historic and cultural resources within the community and (2) provides policy guidance as to how those resources might be protected and incorporated as useful working elements of a comprehensive community and economic development program.

Historic Preservation Restriction – An interest in land less than fee simple absolute, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site which is historically significant for its architecture, archeology or associations, to forbid or limit any or all:

1. Alteration in exterior or interior features of such structure;
2. Changes in appearance or condition of such site;
3. Uses of such structure or site which are not historically appropriate;
4. Other acts or uses detrimental to the appropriate preservation of such structure or site.[31]

Historic Property, Structure, facility, Site, Area, or Object - Any property, structure, facility, site, area, or object approved for inclusion on the New Jersey Register of Historic Places, or which meets the criteria for inclusion on said Register pursuant to P.L. 1970 c. 268 (C.13:1B -15.128 et seq.) or a Certified Local Government.[32]

Historic Resource – Any site, building, area, district, structure or object important in American history, architecture, archaeology, and culture at the national, state, county, regional or local level.

Historic Site – Any real property, man-made structure, natural object or configuration or any portion or group of the foregoing of historical, archaeological, cultural, scenic or architectural significance.[33]

Hydric Soils – A soil that in its natural condition is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of hydrophytic vegetation.[34]

Improvement – (a) Any constructed element which becomes part of, is placed upon, or is affixed to real estate; (b) the development and improvement of parks and recreational facilities.[35]

Impervious Surface – A hard surface area that either prevents or retards the entry of water into the soil mantle or causes water to run off the surface in greater quantities or at an increased rate of flow. Common impervious surfaces include rooftops, walkways, patios, driveways, parking lots, storage areas, concrete or asphalt paving, and gravel roads.[36]

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[31] New Jersey Codes Title 13 Section 13:8B
[32] NJ S3078
[33] N.J.S. 40:55D-4
[34] US Department of Agriculture (USDA) Soil Conservation Service (SCS) 1985, as amended by the National Technical Committee for Hydric Soils (NTCHS) in December 1986
[35] N.J.A.C. 5:21; NJ P.L.2001, c.232
[36] See note 17.

Ineligible Costs – Customary costs, or "soft costs," incurred above the limit set forth (up to 2% of Trust Fund) that will not be funded through an award from the Trust Fund, i.e., appraisal costs, wetland delineation, property survey, title search, legal expenditures other than bond counsel fees.

Lake, Pond or Reservoir – Any impoundment, whether naturally occurring or created in whole or in part by the building of structures for the retention of surface water.[37]

Lands – Lands, improvements, and structures thereon or rights, franchises and interest therein. This term shall also include and mean any and all interest in lands amounting to less than fee title, including permanent and temporary easement, including conservation easements and rights-of-way.[38]

Land Access Projects – A project to acquire and/or enhance lands for access to state, federal or other county or Municipal Park and open space areas.

Land Conservation – Protecting open spaces and sensitive natural areas within and adjacent to cities can mitigate the water quality and flooding impacts of urban stormwater while providing recreational opportunities for city residents. Natural areas that are particularly important in addressing water quality and flooding include riparian areas, wetlands, and steep hillsides.

Local Certified Historic District – A district that 1) meets the criteria for registration, and 2) is governed by a state or local statute or ordinance that protects the historic resources of the district.[39]

Local Share or Match- non-EDA funds and any In-Kind Contributions that are approved by EDA and provided by Recipients or third parties as a condition of an Investment. The Matching Share may include funds from other Federal Agencies only if authorized by statute that allows such use, which may be determined by EDA's reasonable interpretation of such authority.[40]

Lot – A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.[41]

Low Impact Development – an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product.[42]

Municipal Master Plan – A composite of one or more written or graphic proposals for development of the municipality as set forth and adopted pursuant to N.J.S. 40:55D-28.

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[37] N.J.A.C. 7:9B
[38] N.Y. Environmental Law § 51-0101
[39] New Jersey Historic Preservation Office. New Jersey and National Register of Historic Places. Online. http://www.nj.gov/dep/hpo/1identify/nrsr_lists.htm. Accessed 5 August 2013.
[40] 13 CFR 300.3 [Title 13 -- Business Credit and Assistance; Chapter III -- Economic Development Administration, Department of Commerce; Part 300 -- General Information
[41] NJ S2852
[42] See note 20.

Municipality – Any city, borough, village, town or township of the State but not a county or a school district.[43]

Navigable Waters – Deep enough and wide enough to afford passage to watercraft, including canoes, at high tide. Navigability will also apply to areas upstream of obstructions (for example, culverts), provided that the water course is still tidally influenced in the upstream area.[44]

New Jersey Meadowlands Commission – The legislative and quasi-judicial body for the Hackensack Meadowlands area, which encompasses parts of Hudson and Bergen Counties.

New Jersey State Planning Act – N.J.S. 52:18A-196 et seq. – The general enabling legislation for statewide policy planning.

Nonpoint Source – A diffuse source of pollution, having no single point of origin. This term is commonly used to describe water pollution caused by rainfall or snowmelt moving over and through the ground and carrying natural and human-made contaminants into lakes, rivers, streams, wetlands, estuaries, other coastal waters, and ground water. Atmospheric deposition and hydrologic modification are also sources of nonpoint water pollution.[45]

Official Map – A map adopted by ordinance pursuant to "Municipal Land Use Law", N.J.S. 40:55D-32 et seq.

Official County Map – The map, with changes and additions thereto, adopted and established, from time to time, by resolution of the Board of Chosen Freeholders, pursuant to the "County Planning Act", N.J.S. 40:27-5 et seq.

Open Space – Land or water areas to be retained in a largely natural or undeveloped state, for the purpose of, among other things, providing parkland or green spaces, protecting ecologically sensitive areas, preserving flora and wildlife, or protecting or preserving areas of scenic, historic and cultural values while at the same time affording, whenever practical, public outdoor recreational opportunities for county residents. "Open Space" may include a recreational area such as a golf course if the acquisition serves the objective of the open space trust fund act by protecting a largely underdeveloped area from future development.

Open Space also means projects to acquire and/or enhance lands, which are open or natural, and necessary to preserve the ecological, scenic, recreational or historical values of such land. Open space projects include, but are not limited to, the following types of projects: streams, right projects; open or natural land projects including additions to existing owned outdoor recreation areas; Greenways/Parklands Projects; aquifer recharge area projects; watershed protection projects; and waterfront protection projects.[46]

Parcel – Any quantity of land, consisting of one or more lots, that is capable of being described with such definiteness that its location and boundaries may be established.

Playground Safety Law- New Jersey enacted a playground safety law on March 23, 1999 New Jersey Playground Subcode 5:23 - 11.1to require that the Department of Community Affairs and Department of Education promulgate rules and regulations for the design, installation,

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[43] NJ 40:37A-45
[44] NJAC 7:7E-1.5
[45] See note 20.

inspection, and maintenance of playgrounds. This law also mandates that those rules and regulations be those contained within the CPSC guidelines. Further, it requires that special provisions be included to address playgrounds appropriate for children in childcare settings. Government entities and private entities must upgrade their playgrounds to satisfy the rules and regulations for surfacing within five years and for all other elements within eight years. Non-profit entities must upgrade their playgrounds to satisfy the rules and regulations for surfacing within five years and for all other elements within fifteen years. All playgrounds built more than six months after the effective date of the rules and regulations must conform to those rules and regulation. New Jersey PIRG was instrumental in achieving this statewide mandate.

Pollutant – Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and non-hazardous pollutants.[47]

Project ready – An application or project that can commence immediately upon approval or release of awarded funds. A "project ready" application, at minimum includes the following:

1. For acquisition projects- property appraisal; and recent land survey (completed by a NJ licensed surveyor); and preliminary assessment or site investigation (PASI completed by a qualified environmental professional).

2. For park and recreation improvements- Site plans signed & sealed by a licensed professional (PE, AIA, CLA, etc.); and itemized construction cost estimates; and where applicable, all necessary approvals and permits (NJ DEP, ACOE, Soil Conservation, etc.).

3. For historic preservation- Plans prepared by a licensed architect, engineer, or historic preservation specialist.

Property – The area contained within the legal boundary as defined by municipal block and lot, or right-of-way description as set forth in the deed for that area.[48]

Rain Garden – Rain gardens (also known as bioretention or bioinfiltration cells) are shallow, vegetated basins that collect and absorb runoff from rooftops, sidewalks, and streets. Rain gardens mimic natural hydrology by infiltrating and evapotranspiring runoff. Rain gardens are versatile features that can be installed in almost any unpaved space.[49]

Real Property – Lands within or without the State, above or below water, and improvements thereof or thereon, or any riparian or other rights or interests therein.[50]

Recharge – Water added to an aquifer-- for instance, rainfall that seeps into the ground.[51]

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[46] See note 1.
[47] NJ Farm Bureau
[48] NJ Freshwater Wetlands Protection Act

***Recreation Activities –** Activities that involve relatively vigorous or organized action such as soccer, ball playing, jogging, pitching, playground areas, roller hockey, skateboarding, and the like. Passive recreational activities include less vigorous organized use such as simple appreciation of natural areas, possibly involving hiking, or simply viewing open land or waters.

Recreational Facility, Intensive – Any recreational facility which does not satisfy the definition of Low Intensity Recreational Facility including but not limited to golf courses, marinas, amusement parks, hotels and motels.[52]

Recreational Facility, Low Intensive – A facility or area which complies with the standards in N.J.A.C. 7:50-5, part III, utilizes and depends on the natural environment and requires no significant modifications of that environment other than to provide access, and which has an insignificant impact on surrounding uses or on the environmental integrity of the area. It permits such low intensity uses as fishing, canoeing, nature study, orienteering, horseback riding, and bicycling.[53]

Recreational Land – Land & water areas that provide opportunities for outdoor active or passive activities.

Right-of-Way (ROW) – A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, gas pipeline, water main, sanitary or stormwater sewer main, shade tree, or for another special use.[54]

Scenic Acquisition Projects – A project to acquire and/or enhance lands to maintain the scenic nature of an area.

Secretary of the Interior's Standards for the Treatment of Historic Properties – The standards are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The standards offer four distinct approaches to the treatment of historic properties:

1. Preservation – focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

2. Rehabilitation – acknowledges the need to alter or add to a historic peroperty to meet continuing or changing uses while retaining the property's historic character.

3. Restoration – depicts a property at a particular period of time in its history, while removing evidence of other periods.

4. Reconstruction – re-creates vanished or non-surviving portions of a property for interpretive purposes

Shade Tree Program – Acquisition and installation of shade trees to facilitate urban forestry, gateway landscaping, and vegetative buffers.

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[49] US EPA
[50] NJ County Improvement Authorities Law
[51] USGS
[52] Township of Evesham, NJ Municipal Code. 31 December 2012. Online. http://ecode360.com/EV0481. Accessed 5 August 2013.
[53] See note 40.
[54] See note 6.

NJ State Development and Redevelopment Plan – The Statewide Policy Plan that establishes policies for planning, programming, funding, installation, and maintenance of public capital infrastructure.

Steep Slopes – Slopes over fifteen (15%) percent gradient.[55]

***Steep Slopes Project –** A project to acquire and/or enhance steep slopes for the purpose of providing parkland and/or green spaces.[56]

Stewardship – The conducting, supervising, or managing of something; especially the careful and responsible management of something entrusted to one's care; stewardship of natural resources. [Merriam-Webster 2013]; Environmental stewardship – the responsibility for environmental quality shared by all those whose actions affect the environment.[57]

Stormwater – Runoff generated when precipitation from rain and melted snow flows over land or impervious surfaces and does not percolate into the ground. As the runoff flows over the land or impervious surfaces (paved streets, parking lots, and building rooftops), it accumulates debris, chemicals, sediment or other pollutants that could adversely affect water quality if the runoff is discharged untreated.[58]

Stream Rights Project – A project to acquire and/or enhance lands that provide public fishing rights on quality streams or rivers.

Superfund – A program, operated under the legislative authority of the Comprehensive Environmental Response, Compensation, and Liability Act and the Superfund Amendments and Reauthorization Act, that funds and carries out EPA solid waste emergency and long-term removal and remedial activities. These activities include establishing the National Priorities List, investigating sites for inclusion on the list, determining their priority, and conducting and/or supervising cleanup and other remedial actions.[59]

***Sustainability –** Creates and maintains the conditions under which humans and nature can exist in productive harmony, that permit fulfilling the social, economic and other requirements of present and future generations. [60]

Sweat Equity- is an interest or increased value in a property earned from the owner's labor toward upkeep or restoration[61]

Threatened or Endangered Species – Species identified pursuant to the Endangered and Non-game Species Conservation Act, N.J.S.A. 23:2A-1, et seq., or those identified pursuant to the Endangered Species Act of 1973, 16 USC 1531 et al., and subsequent amendments thereto.

Tidal Waters – Fresh or saline waters under tidal influence, up to the head of the tide.[62]

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[55] See note 17.
[56] Ibid.
[57] See note 20.
[58] Ibid.
[59] Ibid.
[60] Ibid.
[61] www.investopedia.com
[62] NJAC 7:7A-1.4

Urban Ecosystem – Both the natural ecology and the human infrastructure of an urban environment, and the interaction between the two.

Vacancy – Any unoccupied land, structure, or part thereof that is available and suitable for occupancy.

Walkway – A continuous way designated for pedestrians and separated from the through lanes for motor vehicles by space or barrier.

Watershed – The smallest drainage area of a specific creek, stream, river, pond, lake, or other surface water body within which a particular site is located.[63]

Watershed Protection Project – A project to acquire lands within the watershed of a publicly owned water supply reservoir.[64]

Water Supply Reservoir – An impoundment of surface waters, the primary purpose of which is water supply.[65]

Wetland – An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; provided, however, that the NJ Department of Environmental Protection, in designating a wetland, shall use the three-parameter approach (that is, hydrology, soils and vegetation) enumerated in the 1989 Federal Manual. These include tidally influenced wetlands which have not been included on a promulgated map pursuant to the Wetlands Act of 1970, N.J.S.A. 13:9A-1 et seq. [66]

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[63] NJAC 7:7A-1.4
[64] See note 1.
[65] Ibid.
[66] N.J.A.C. 7:7A Freshwater Wetlands Protection Act Rules

IV. GOVERNANCE

A. Membership

The Office of the County Executive will be represented by a board liaison, a non-voting member of the Advisory Board, selected by the County Executive.

The Board of Chosen Freeholders will be represented by a board liaison, a non-voting member of the Advisory Board, selected by the Chairman of the Board of Chosen Freeholders.

In absence of a quorum (five of the nine voting members), the board liaison for the County Executive or Board of Chosen Freeholders may have voting privileges.

The County Executive, with the advice and consent of the Board of Chosen Freeholders, shall appoint voting members to the Open Space Trust Fund Advisory Board from the following categories:

OPEN SPACE TRUST FUND ADVISORY BOARD VOTING MEMBERSHIP

1. Hudson County Division of Parks, Board Member
2. Hudson County Division of Planning, Board Member
3. Hudson County Division of Housing and Community Development, Board Member
4. Hudson County Office of Cultural and Heritage Affairs, Board Member
5. Conservation Board Member
6. Environmental Board Member
7. Historic Preservation Board Member
8. Parks & Recreation Board Member
9. Business Community Board Member

Every member of the Open Space Advisory Board shall be a resident of Hudson County.

B. Responsibilities

1. The primary responsibility of the Open Space Trust Fund Advisory Board, (hereinafter "Advisory Board") is for the systematic review and recommendation of applications for funding consideration from the Trust Fund, in accordance with the policies and procedures as established by this document set forth herein.

2. The Advisory Board will work closely with the County of Hudson to:

a. Assist in the periodic review of the County's adopted Open Space and Recreation Plan, and Historic Preservation Plan;

b. Review, prioritize and recommend projects for open space, recreation, and historic preservation purposes; and

c. Review and recommend, as necessary, amendments to the policies and procedures outlined in this document for the Trust Fund.

3. Conduct outreach to the general public, municipalities and community groups.

C. Term of Office

1. The Term of Office of all voting members of the Advisory Board shall be for three years, except the initial term, which shall be as follows:

Hudson County Division of Parks, Board Member - 1 year
Hudson County Office of Cultural & Heritage Affairs, Board Member - 1 year
Historic Preservation, Board Member - 1 year
Hudson County Division of Planning, Board Member - 2 years
Conservation, Board Member - 2 years
Parks & Recreation, Board Member -2 years
Hudson County Division of Housing & Community Development, Board Member - 3 yrs
Environmental, Board Member - 3 years
Business Community, Board Member - 3 years

All future appointees to these positions shall, thereafter, revert to a three year term.

2. All members shall serve on as voluntary basis without compensation.

3. Every member shall be a resident of Hudson County.

4. No member of the Advisory Board shall be an elected official in any jurisdiction.

5. No member of the Advisory Board shall be an employee of any of Hudson County's municipalities or their other local governmental units.

D. Replacement of Members

1. A member shall serve until the nomination and qualification of his/her successor shall be complete.

2. A member having three (3) consecutive absences from scheduled meetings of the Advisory Board (without providing advanced notification), shall be deemed as resigned from the position, and a successor appointed to fill his/her unexpired term, in accordance with appointment procedures as stated in this document. The Advisory Board shall send notice to the County Executive of any member warranting such resignation.

3. Any other vacancies on the Advisory Board shall be filled by a subsequent appointment to fill the unexpired term, in accordance with appointment procedures as stated in this document.

E. Officers and Duties

1. There shall be a Chairperson, Vice Chairperson and Secretary of the Advisory Board.

2. The Officers shall be elected at the annual reorganization meeting by a majority vote of the total number of voting members of the Advisory Board. The initial organizational meeting shall take place no later than 30 days after the approval of this document and confirmed appointments to the Advisory Board. Thereafter, a reorganization meeting shall take place annually during the month of January.

3. The term of office of all officers shall be for a one - (1) year term, or until a successor has been elected.

4. The Duties of the Chairperson shall include, but not necessarily be limited to, the following:

- **a.** Establish a schedule of meeting dates;
- **b.** Preside at all regular and special meetings;
- **c.** Sign such documents as are necessary on behalf of the Advisory Board; and
- **d.** Perform all duties that may be necessary and appropriate to carry out the responsibilities of the office.

5. In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. In the absence of the Vice-Chairperson, the most senior private-citizen board member shall perform the duties of the Chairperson.

6. A simple majority (five (5) of the voting members (9)) of the Board shall constitute a quorum for voting sessions.

7. A quorum is not required to hold work/review sessions.

8. An affirmative vote of the majority of members present shall indicate passage of any item subject to a vote.

9. Those members who are absent from the application presentations and/or site visits shall certify that they have fully reviewed the application and visited the site in order to be eligible to consider the merits of the application for funding.

10. Conflict of Interest- any Advisory Board member who has an affiliation to any project where an application has been submitted for the Advisory Board to review and recommend funding, must recuse him or herself from the application process of that particular project. "Affiliation" shall be construed to mean a connection to the project by way of familial, employment, elected official and/or board relationship. "Application Process" shall be construed to mean participation in the presentation, discussion, and voting of the project in question. A member who has recused him or herself from hearing a particular application is not precluded from participation in other applications before the Advisory Committee.

V. FUNDING GUIDELINES

A. Eligible Applicants

The following entities are eligible to participate in the application process for funding consideration from the Trust Fund:

1. The County of Hudson;
2. All Hudson County government agencies and its affiliates;
3. Any of the twelve (12) municipalities in the County of Hudson; and
4. Local entities, non-profit corporations, and qualified charitable conservancies located within the County of Hudson that have received tax exemptions under section 501(c)3 of the 1954 Internal Revenue Code. Local entities are required to partner with the local municipality where the project is located.

B. Eligible Purposes

Eligible purposes, as voted by referendum, and approved by the Board of Chosen Freeholders are:

1. Acquisition of land for conservation and recreation purposes.

2. Development and redevelopment of land existing or acquired for recreational, cultural, tourism and/or conservation purposes.

3. Preservation of historic properties, including the acquisition and historic preservation planning activities of such properties for historic preservation, this includes historical capital projects and historical rehabilitation plans or

4. Payment of debt service on indebtedness issued or incurred by the County of Hudson for any of the purposes stated in (1), (2), (3), or (4).

C. Eligible Costs

The following costs are deemed to be consistent with the purposes and intent of the Trust Fund and shall be eligible for application:

1. The acquisition of land for conservation and recreation purposes. Note- applicants are required to place the County on the deed when purchasing the property.

2. Construction management and/or construction administration of an Open Space Trust funded recreation or historic capital project or rehabilitation plan.

3. Up to 50% of the costs of preparing a historic preservation plan for the preservation, rehabilitation, restoration or reconstruction of a historic property under the Secretary of the Interior's Standards for the Treatment of Historic Properties. Such projects must result in the completion of site/construction plans related to all proposed historic preservation activities.

D. Ineligible Purposes

The following purposes are considered ineligible to receive funding:

1. Any maintenance, care, custodial, or policing expenditures associated with active and passive recreation, and historic sites.

2. Lands that are and will remain predominantly covered by buildings or structures not appropriate for environmental education, recreational use, or historic preservation.

3. Activities that will have a significant adverse impact on environmental resources or open space values.

4. Items that were not listed in the original grant agreement between the County and the applicant.

5. Sweat equity, an interest of increased value in a property earned from labor by the owner toward upkeep or restoration.

6. Soft costs, such as architectural design, engineering, planning, surveying, permitting, fees, legal, administrative, or environmental costs.

7. The preparation and completion of historic preservation studies with the aim of obtaining a Certification of Eligibility from the New Jersey Historic Preservation Office or for the purposes of determining the eligibility or the nomination of a property or structure for the State or National Register of Historic Places.

E. Allocation

The Trust Fund will be funded through a property tax assessment to be determined annually by the Board of Chosen Freeholders, at a rate not to exceed one cent ($0.01) per $100.00 of total County equalized valuation.

1. All of the money collected through the property tax assessment will be deposited into the Trust Fund and shall thereafter be disbursed for the following types of projects:

- **a.** Land Acquisition Projects,
- **b.** Development/Redevelopment Improvements for Recreation Conservation Projects,
- **c.** Historic Preservation Capital Projects and Rehabilitation Studies

2. Applicants shall not request more than $2,000,000 for a regional Open Space Acquisition or more than $1,000,000 for a local Open Space Acquisition. Regional acquisitions are deemed to serve the residents of two or more communities as defined by municipality, zip code or public high school. Local acquisitions are deemed to serve the residents of only one community as defined by municipality, zip code or public high school. An exception will only be considered based upon the extraordinary nature of the acquisition and its merit.

3. Applicants shall not request more than $1,000,000 for a regional Recreation, Conservation, Historic Preservation Capital or Rehabilitation project, or more than $500,000 for a local Recreation, Conservation, Historic Preservation Capital Project or Rehabilitation Plan. Regional projects are deemed to serve the residents of two or more communities as defined by municipality, zip code or public high school. Local projects are deemed to serve the residents

of only one community as defined by municipality, zip code or public high school. An exception will only be considered based upon the extraordinary nature of the project and its merit.

4. Any unexpended funds allocated to a specific project and determined by the County of Hudson as no longer needed for that project will return to the Trust Fund.

5. Indebtedness by the County of Hudson for eligible purposes as stated above will be set aside in an amount equal to the annual debt payment requirement prior to the annual allocation determination for new applications/projects.

F. Advisory Board Review and Recommendation

The Hudson County Division of Planning shall provide staff support and technical assistance to the Advisory Board.

The Advisory Board shall:

1. Schedule a timeline for the Letter of Intent process. Initial letter of interest will be submitted by interested applicants prior to full proposal. A Letter of Intent Form will be created for their use. Applicants must demonstrate how their project meets the new goals and objectives outlined in the 2013 Reexamination Report. They must have all required documentation, list matching funding, and show how the project is shovel ready.

2. Schedule one-on-one meetings with the applicant and Open Space support staff and at least one member of the Hudson County Open Space Trust Fund Advisory Board to review applicant's Letter of Intent. Once the Letter of Intent is deemed complete, applicant will be required to submit a full application to the Advisory Board.

2. Determine application completeness and eligibility according to the program statement approved by the Hudson County Board of Chosen Freeholders.

3. Review each application and rank each application according to the criteria established in said program statement and the 2013 Open Space Reexamination Report.

4. Forward the Advisory Board's recommendations to the County Executive for his/her consideration and funding allocation.

5. Upon final approval by the Board of Chosen Freeholders, the Advisory Board shall prepare an annual report.

G. County Executive's Submission of Proposed Projects

1. Upon receipt of the Advisory Board's recommendations by the County Executive, the County Executive shall formulate funding allocations for eligible projects for a 30-day review period.

2. The County Executive shall submit the Advisory board's recommendations with his/her funding allocations to the Board of Chosen Freeholders for its consideration.

H. Freeholder Funding Approval

1. Upon the release of the County's Executive's funding allocations, the Division of Planning shall schedule at least one public hearing held at least thirty (30) days after the transmittal of funding recommendations in accordance with N.J.S.A. 40:12-15.1 et seq., to solicit public comment on the proposed grant award recommendations.

2. In accordance with N.J.S.A. 40:12-15.3b the Board of Chosen Freeholders shall authorize final approval for the project funding no earlier than 45 days after the public hearing.

I. Grant Agreement

1. Applicants that have been approved for funding will have two (2) months from the date of Freeholder approval of the required Hudson County funding resolutions to execute a Grant Agreement with the County.

2. Upon execution by both parties of the grant agreement, projects are expected to progress at a reasonable pace, subject to the specifics of a particular project. After two (2) years from the Freeholder award date, any unexpended award funds remaining will be forfeited and returned to the Open Space Trust Fund.

3. The Grant Agreement shall include a phased punch list for eligible costs. Reimbursement of funds through the County of Hudson will only be processed after a site inspection for each phase.

4. Throughout the life of the grant, awarded applicants will be required to submit quarterly progress reports to the Hudson County Division of Planning

5. A deed of conservation easement or historic preservation restriction held by the County of Hudson shall be filed with the Office of the County Register upon completion of land acquisition, park and recreation improvement, or historic preservation capital project or rehabilitation plan.

6. Applicants must agree to place any funded parkland on the NJ Recreation and Open Space Inventory (ROSI) before final payment of grant monies. No change in use or diversion of funds shall be allowable for any funded park or recreation project without following the procedures set forth in the grant agreement.

7. Failure to uphold any other aspects of the executed grant agreement may result in the forfeiture of funds. Unused funds will revert back to the Trust Fund.

8. Applicants must seek Open Space Advisory Board approval for any deviations from the original grant agreement. Deviations that are above 10% of the total funded project cost will require Freeholder Board approval. No deviations will be approved in the last 6 months of the grant agreement.

9. The grant recipient may request one (1) year extension. The extension shall be granted at the discretion of the County. Extension requests will be considered in cases of natural disasters or other unforeseen circumstances in which the applicant had no control over. If the applicant fails to complete the project within the 1 year time frame, the grant agreement and the unused funds shall be forfeited.

10. Reprogramming of funded projects are granted at the discretion of the County. Only municipalities are allowed to request a reprogramming to a shovel-ready project within the same municipality. Shovel ready projects are considered projects that have a selected contractor in place or are under construction. Reprogramming can only be awarded to Park Improvement projects and Historical Capital projects. No more than 50% of the total funded project award amount can be used for reprogramming.

11. Applicants that have been approved for a grant award from the County shall fund all costs incurred in connection with the acquisition of any land or interest therein, including, but not limited to the costs for appraisals, wetland delineations, environmental assessment, engineering, property survey, title search, legal expenditures, structure

demolition and removal, and other such costs associated with the acquisition of land or interest therein.

12. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund grant agreement.

13. Two months prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the Division of Planning.

14. Temporary construction signage specs will be provided in the applicant's grant agreement.

15. Permanent signage specs will be provided in the applicant's grant agreement.

J. Interest on Investments

Any interest earned on the investment of funds of the Trust Fund shall be retained within the Trust Fund to be used for Trust Fund purposes as described herein.

VI. GENERAL GUIDELINES

A. The following items reflect general guidelines that will be considered in recommending projects for the acquisition of property for conservation and/or recreation purposes, the development or redevelopment of conservation and recreation areas, or for historic preservation purposes:

B. Encourage multi-funded source projects, which qualify for, but are not limited to, the State Green Acres Program, Historic Preservation Trust Program, federal funds, municipal matching funds, recreation groups, donations, and all other appropriate funding sources. Applicants are encouraged to provide or obtain non-Open Space Trust funds of at least fifty percent (50%). The respective governing bodies must endorse all projects.

C. Encourage projects that benefit a broad population segment, especially those of regional, countywide, or statewide significance.

D. Encourages multi-use projects, (e.g. projects including several elements such as water protection, recreation, historic, cultural, tourism and scenic preservation, etc.)

E. Give consideration to projects involving land under immediate threat of development.

F. Encourage the use of conservation easements, restrictive covenants, or interests other than ownership by fee simple, to limit or restrict development.

G. Give consideration to lands within Tier-1 wellhead protection areas, recharge areas where water enters the ground, or aquifers to fill wells.

H. Encourage partnership projects between municipalities and local entities, non-profit corporations and qualified charitable conservancies that have received tax exempt status under section 501(c)3 of the 1954 Internal Revenue Code.

I. Projects should be consistent with the goals and objectives of the 2013 Hudson County Open Space, Recreation and Historic Preservation Plan, as duly adopted and established by the County of Hudson.

J. All historic preservation activities funded by the Hudson County Open Space Trust Fund must be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

K. All historic preservation rehabilitation/restoration plans (studies) must result in a document including proposed site plans and designs to be delivered to the Hudson Count Division of Planning and the Open Space Trust Fund Advisory Board upon completion.

L. VII. Application Review

In order for applicants to be eligible to receive funding from the Hudson County Open Space Trust Fund and be recommended for County Executive review the following steps are required:

1. Complete Letter of Intent for Open Space, Park Improvement, Historic Preservation Study or Historic Preservation Capital Project.
2. Discuss proposal in a one-on-one meeting with County and at least 1 Advisory Board member
3. Complete full application and submit all required documents in the Application Checklist associated with the proposed project.
4. Prepare presentation or site visit for Open Space Advisory Board and County

The following elements will be considered when considering applications for funding.

1. Shovel Ready: The applicant must show the project can be completed within a 2 year time frame. All required documents in the Letter of Intent and full application must be submitted to be considered for funding.
   a. Local Match: The amount the applicant will be contributing to the total project cost.
   b. Public Support: Public support for a project is required and should be demonstrated through governing resolutions with transcript of meeting letters, and petitions that demonstrate broad inclusive support from the following:
      i. Municipal government office;
      ii. County government office;
      iii. State government office;
      iv. Planning Board, Park, or recreation commission;
      v. Environmental, shade tree, or historic preservation commission;
      vi. User groups, neighborhood associations, community organizations, ward leaders, and the general public.
   c. Community Needs: This factor considers the needs of the population to be served. The service area for the project will be defined on the basis of population density, scope, and type of project. Applicant should:
      i. Identify census tract, population and geographic service area;
      ii. Assess needs of the population within service area;
      iii. Needs assessment identifying current and potential user groups;
      iv. Describe potential benefits to the area.

2. Relationship to the goals & objectives in the 2013 Open Space Reexamination Report will also be a major consideration for project funding. Refer to the 2013 Report for further explanation of the following goals and objectives:
   a. Environmental Justice
   b. Recreation
   c. Connectivity
   d. Urban Ecosystems
   e. Green spaces & Acquisitions
   f. Stewardship
   g. Culture & History

3. Project-type specific priority criteria:
   a. For Acquisitions:
      i. A site listed in the 2005 Open Space Plan or the 2013 Reexamination Report
      ii. An acquisition that meets the Green Acres standards for reimbursement through the Planning Incentive Grant.
      iii. A letter from the current owner showing willingness to sell property
   b. For Historic Preservation projects:
      i. The level of historical significance, as evidenced by the site being included on or being eligible for inclusion on the New Jersey and/or National Registers of Historic Places or State Plan Critical Historic Sites.
      ii. Certification of Eligibility from the NJ State Historic Preservation Office
   c. For Park Improvement projects:
      i. Projects that are shovel-ready and can be completed in the 2-year grant agreement.
      ii. Projects that are supported by the local municipality and have existing matching funds.

The Recommendation Report will be prepared by the Advisory Board with the assistance of the Hudson County Division of Planning staff. Recommendations will be based on the funding guidelines, required application checklist, and if the applicant meets the goals and objectives of the 2013 Reexamination Report.

15

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution Authorizing the Submission of a Grant Application to the Hudson County Open Space, Recreation and Historic Preservation Trust Fund for Construction of Southwest Resiliency Park (Block 12) and Acceptance of Funds if Approved

WHEREAS, the County of Hudson has announced that it is accepting applications for the Open Space, Recreation and Historic Preservation Trust Fund; and

WHEREAS, the purpose of the program is to acquire new lands for parks and open space, construct park and recreational facilities and preserve historic sites; and

WHEREAS, the Hudson County Open Space, Recreation and Historic Preservation Trust Fund has been a significant resource for municipalities and non-profit organizations in funding local projects; and

WHEREAS, the County of Hudson prioritizes applications which are "project ready" and requires funded projects to be completed within two (2) years of approval by the Freeholder Board; and

WHEREAS, the City of Hoboken wishes to submit a grant application for $500,000 for the construction of Southwest Resiliency Park (Block 12).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to submit said grant application to the County of Hudson on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Meeting date: October 21, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jennifer Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

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

Hudson County Open Space, Recreation,
And Historic Preservation Trust Fund

2015 Open Space Letter of Intent Form

For H.C. Use Only
Date Received:

Applicants must demonstrate how their project meets the goals and objectives of the Hudson County Open Space Trust Fund outlined in this form. Applicants must have all required documentation, list matching funding, and show how the project is shovel ready.

Complete & submit all materials to: Hudson County Division of Planning, ATTN: Megan Massey
830 Bergen Avenue, 6A, Jersey City, NJ 07306
VIA EMAIL: Megan Massey, mmassey@hcnj.us

Form must be submitted by September 30, 2015

Project Information

Project Title: Southwest Resiliency Park (Block 12)

Project Type:
- ☐ Land Acquisition
- ■ Park & Recreation Improvement
- ☐ Historic Preservation or Study

Project Municipality: Hoboken

Project Address:

Block(s): 12 **Lot(s):** 1-7, 9, 12-18

County Freeholder District: 5 **State Legislative District:** 33

Congressional District: 13 **Federal ID# assigned by IRS:** 22-6001993

Sponsor/Name of Local Unit or Organization: City of Hoboken

Applicant Address: 94 Washington Street

City: Hoboken **State:** NJ **Zip:** 07032

Chief Executive Officer: Dawn Zimmer **Telephone No.:** (201) 420-2018

Person having day to day responsibility for this application:

Name: Stephen D. Marks **Title:** Municipal Manager

Address: 94 Washington Street

City: Hoboken **State:** NJ **Zip:** 07032

Telephone Number: (201)239-6643 **Fax Number:** (201) 420-2096

E-mail address: smarks@hobokennj.gov

I, Stephen D. Marks *(name of authorized official)*, **hereby certify that the information provided within this Hudson County Open Space Application Form is complete and true.**

09/24/2015 Stephen D. Marks

Date (mm/dd/yyyy) **Signature of official authorized to submit application as per attached Resolution of Governing Body or Organization Board**

Project Funding

Total project cost: $ 4,662,943

Amount applicant requests: $ 500,000

Local share: $ 4,162,943

Other Match ***(Green Acres, NJ Historic Trust, etc.)*:** $

Matching funding sources: City of Hoboken and NJ Environmental Infrastructure Trust Fund

Development of Project

Proposed starting date for project: 11/01/2015

Conceptual plan	□ Yes	□ No
Preliminary subdivision	□ Yes	□ No
Final subdivision	□ Yes	■ No
Preliminary site plan	□ Yes	□ No
Final Site plan	■ Yes	□ No

Current Zoning of the Site (uses and intensity):

I-2

Relation to Hudson County Open Space Goals and Objectives

Please check boxes to indicate which Hudson County Open Space Trust Fund goals and objectives relate to your project and in less than 300 words, elaborate in the space provided below.

■ **Recreation**
Provide accessible open space and recreation opportunities to all Hudson County residents.

■ **Connectivity**
To link proposed and existing recreation and open space areas into a network accessible through a variety of transportation means, including public transit and bicycle or pedestrian transit.

□ **Environmental Justice**
To promote the development of park and recreational opportunities in low-moderate income neighborhoods

■ **Urban Ecosystems**
To encourage environmental resiliency by protecting and strengthening areas of critical resources, including wetlands, floodplains, steep slopes, wildlife habitat, open waters and waterfronts.

■ **Greenspaces & Acquisition**
To actively acquire and expand green/open spaces and recreational facilities where needed and feasible.

□ **Stewardship**
To educate the citizenry about existing and future Open Space and recreation opportunities, and continue efforts to increase support for these activities.

□ **Culture & History**

To ensure protection of the County's historic and cultural resources.

Project Narrative

Please briefly explain why this project is a high priority for your town. You may describe special features of your project in order to expand or add to previous sections of the application.

In 2013, the City of Hoboken acquired Block 12 through a generous grant from the Hudson County Open Space Trust Fund. In 2014, the City contracted with the landscape architecture firm of Starr Whithouse to create a design plan for Block 12. Through a robust public planning process which involved numerous public meetings and public opinion surveys, Starr Whitehouse designed a passive recreational park with green infrastructure features to reduce stormwater run-off and flooding in the surrounding neighborhood. The park will include rain gardens, bio-swales, porous pavers, tree pits, an underground stormwater detention facility which will hold approximately 200,000 gallons of rainwater, a dog-run, a public rest room, performance space and parking along the southern frontage on Observer Highway which will accommodate food trucks.

This project is construction ready. The City has completed final design plans, specifications and engineer's estimates. The City is awaiting final permits and approvals from the NJ DEP and NJ Environmental Infrastructure Trust Fund program.

CHECKLIST			
• Current copy of municipal tax map (printed to 11" x 17" size) identifying block and lot to be acquired.	Required		
• Current copy of Green Acres **Recreational and Open Space Inventory (ROSI)**	Required		
• **Site Plans,** including landscape design and any floor plans. Plans should be prepared by a licensed professional (i.e. arechitect, engineer, planner, landscape architect, etc.) Site plans should identifiy all existing and proposed facilities and any areas of grading, drainage, or proposed tree clearing.	Required		
• Breakdown of construction and maintenance **cost estimates** including operations plan, prepared and signed and sealed by a licensed professional.	Required		
• **Property ownership or lease** documents.	Required		
• **Phased construction punch list** (ONLY items on this list will be reimbursable by HCOSTF grant)	Required		
• **Contract documents** that include the credentials of the project team.	Required		
• **Operation plan-** time line of phases	Required		
• **Non Profits-**letter of endorsement from host municipality as well as an agreement that if selected for funding the municipality will partner with the local nonprofit as a co-grantee on the grant agreement	Required		
• **Property appraisal** prepared in accordance with NJ DEP Green Acres Scope of Work for Appraisal Services, available online at the following webpage: http://www.nj.gov/dep/greenacres/appscope.pdf	Required		
• **Preliminary assessment**, as defined by N.J.A.C.7:26E-3.1, conducted on the property to identify the presence of any potentially contaminated areas of concern. The report should be conducted in accordance with NJ DEP Green Acres requirements available online at: http://www.nj.gov/dep/greenacres/prelim.htm	Required		
	Yes	No	N/A
• **Municipal resolution** authorizing the application (required for full application)	□	□	□
• Aerial map, if available. An aerial map may be generated using the **NJ DEP i-Map** environmental mapping tool available on the web at: http://www.state.nj.us/dep/gis/depsplash.htm	□	□	□
• Property survey signed and sealed by a NJ Licensed Land Surveyor. The survey should be prepared according to the NJ DEP Green Acres Standard Scope of Survey Services, available online at following webpage: http://www.nj.gov/dep/greenacres/survey/scope.html	□	□	□
• Digital images, photographic slides, and/or prints of the project site, if available.	□	□	□
• Letters of support (i.e. municipal officials, local planning and zoning boards, neighborhood associations, residents).	□	□	□
• Please review the Americans with Disability Act (ADA) Standards for Accessible Design guidelines available on the web at: http://www.ada.gov/adastd94.pdf If applicable, have they been included in the Conceptual Site Plan?	□	□	□
• For Historic Preservation projects: Adherence to the Interior Standards http://www.nj.gov/dep/hpo/3preserve/preserve.htm	□	□	□

Projected ending date for project: _____

Stephen D. Marks

Signature

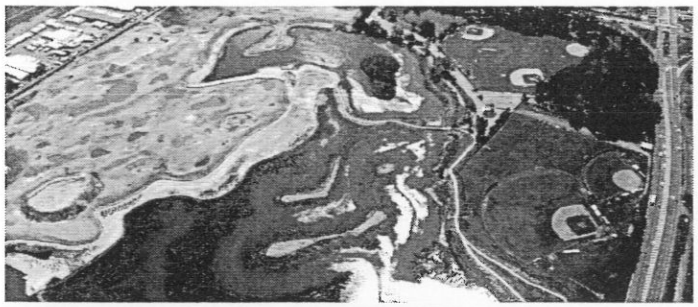
Municipal Manager/City of Hoboken

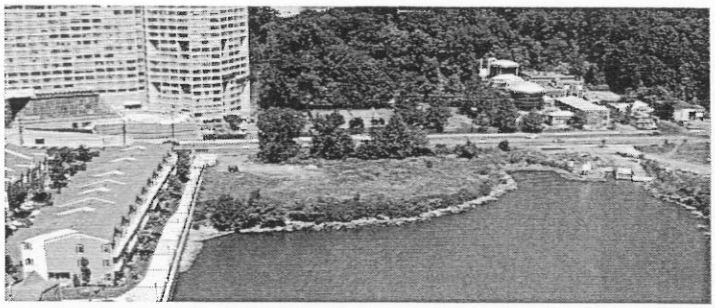
Title/Organization

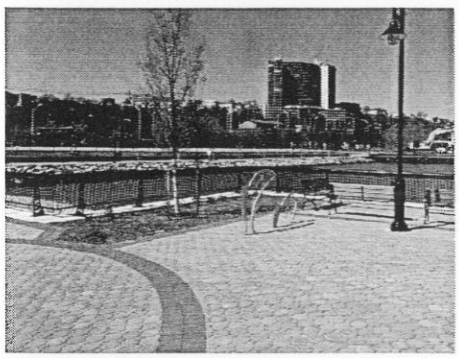
09/24/2015

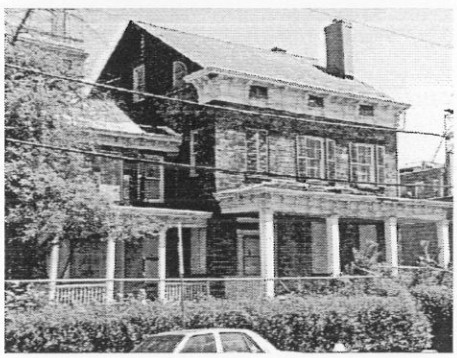
Date

Hudson County Office Use
□ Further Review Required
□ LOI Review Meeting Scheduled- Date _____
□ LOI Complete









2013 Hudson County Open Space Funding Guidelines

Resolution No. 311-6-2012

HUDSON COUNTY

Hon. Thomas A. DeGise, County Executive

William Gaughan, Chief of Staff

Abraham Antun, County Administrator

Laurie Cotter, Deputy County Administrator

Michelle E. Richardson Director of Parks and Community Services

Massiel M. Ferrara, PP,AICP, Division Chief of Planning

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

Hon. Anthony Romano, Chairperson
District 5

Hon. Jose Munoz Vice-Chairperson
District 7

Hon. Thomas Liggio, Chairperson Pro Tempore
District 8

Hon. Doreen DiDomenico
District 1

Hon. William O'Dea
District 2

Hon. Jeffery Dublin
District 3

Hon. Junior Maldonado
District 4

Hon. Tilo Rivas
District 6

Hon. Albert Cifelli,
District 9

HUDSON COUNTY OPEN SPACE ADVISORY BOARD

Joseph Liccardo, Chair, Business Community Board Member

Henry Sanchez, Vice Chair, Historic Preservation Board Member

Massiel M. Ferrara, Secretary, Hudson County Division of Planning, Board Member

William LaRosa, Hudson County Office of Cultural and Heritage Affairs, Board Member

Joseph Cecchini, Hudson County Division of Parks, Board Member

Kernal A. Thomas, Environmental Board Member

Carter Craft, Conservation Board Member

John Cellini, Parks & Recreation Board Member

John Baier, Hudson County Executive's Liaison, Ex-Officio Member

Hon. Jeffrey Dublin, Hudson County Board of Chosen Freeholders' Liaison, Ex-Officio Member

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I. INTRODUCTION

New Jersey P.L. 1997, c. 24, permits New Jersey county governments to establish a dedicated trust fund to acquire land for conservation, open space purposes, recreational facility enhancements, and farmland and historic preservation. Under State Law, New Jersey counties are required to obtain voter approval for the creation and funding of such a trust fund.

On June 26, 2003, the Hudson County Executive requested, and the Hudson County Board of Chosen Freeholders approved, a resolution authorizing the placement of a public question (referendum) on the general election ballot for the establishment of a County Open Space, Recreation, & Historic Preservation Trust Fund. This was sanctioned under the enabling legislation of the NJ Open Space Act (NJSA 40:12), which allows a municipal tax levy for the purposes of acquisition and development of open space, historic preservation, and park improvements. On November 4, 2003, the ballot question was approved by a two-to-one majority of County voter participants.

The Board of Chosen Freeholders, by resolution dated December 23, 2003, voted to establish a trust fund entitled "The Hudson County Open Space, Recreation & Historic Preservation Trust Fund" (hereinafter "Trust Fund").

The Trust Fund is funded through a property tax assessment to be approved annually by the Board of Chosen Freeholders, at a rate not to exceed one cent ($0.01) per $100.00 of the Total County equalized real property valuation.

II. GENERAL PROVISIONS

A. Statement of Purpose

This document is created for the following purposes:

1. To establish the process, policy and procedures by which the County of Hudson will provide funding from the Trust Fund to eligible open space, recreation, cultural, tourism and historic preservation projects countywide.

2. To establish procedures by which the County of Hudson will ensure that lands acquired in conjunction with funding from the Trust Fund will remain in use for conservation, recreation, or historic preservation purposes in perpetuity.

B. Scope

This document constitutes the rules governing the review and award of grants. It establishes project eligibility requirements, applicant eligibility, application requirements, application review criteria, application review governance, roles and responsibilities, funding award categories and criteria, grant terms, and program administrative requirements.

C. Document Review

This document may be amended from time to time by the County of Hudson, with recommendations from the Open Space Trust Fund Advisory Board and the public at large. Amendments to the document will become effective upon recommendation of the Hudson County Executive and the approval of the Board of Chosen Freeholders.

D. Severability

If any court of competent jurisdiction declares any provision of this document ineffective or invalid, that provision shall be severed and all remaining provisions shall continue in full force and effect.

E. Information

Unless otherwise specified, any questions and all submissions required under this document should be directed to the Department of Parks and Community Services, Division of Planning, Meadowview Campus, Building One, Floor Two, 595 County Avenue, Secaucus, New Jersey 07094.

III. DEFINITIONS

The following words and terms shall have the following meaning unless the context clearly indicates otherwise:

Acquisition – the securing of a fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation.[1]

American with Disabilities Act II – State and Local Government Activities -Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities.

State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities. Public entities are not required to take actions that would result in undue financial and administrative burdens. They are required to make reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity being provided.[2]

Aquatic Ecosystem – Waters of the United States, including wetlands that serve as habitat for interrelated and interacting communities and populations of plants and animals.[3]

Aquifer Recharge Protection Area – Lands through which water of significant volume and high quality moves down to an underlying groundwater reservoir.[4]

Berm – A mound of soil, either natural or constructed, used for one or more of the following purposes: screen, buffer, separator, landscape feature, noise attenuation, dam, or storm water control.[5]

Bicycle Lane – A portion of a roadway which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicycles.[6]

Bicycle-Compatible Roadway – A road designed to accommodate the shared use of the roadway by bicycles and motor vehicles.[7]

Bikeway – Any road, path, or way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.[8]

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[1] The Morris County Open Space and Farmland Preservation Trust Fund. 2010. Online. http://www.morrispreservation.org/TrustFundRulesRegs.pdf. Accessed 5 August 2013.
[2] U.S. Department of Justice, Civil Rights Division. A Guide to Disability Rights Laws. 2009. Online. http://www.ada.gov/cguide.htm. Accessed 5 August 2013.
[3] New Jersey Department of Environmental Protection. Freshwater Wetlands Protections Act Rules. 12 October 2012. Online. http://www.nj.gov/dep/landuse/fww/def.html. Accessed 5 August 2013.
[4] See note 1.
[5] New Jersey Department of Community Affairs. Residential Site Improvement Standards. 2013. Online. http://www.state.nj.us/dca/divisions/codes/codreg/pdf_regs/njac_5_21.pdf. Accessed 5 August 2013.
[6] U.S. Federal Highway Administration. Federal-Aid Policy Guide. 9 December 1991. Online. http://www.fhwa.dot.gov/legsregs/directives/fapg/cfr0652.htm. Accessed 2 August 2013.
[7] City of Portland Zoning Ordinance

Brownfields – With certain legal exclusions and additions, the term "brownfield site" means real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.[9]

Capital Improvement – shall include, in addition to buildings, any structures, fixtures, edifices, byways, parking lots, service facilities, and any other facility necessary and incidental to the lawful performance of any function of a county or municipality.[10]

Capital Improvement Program (CIP) – The municipal or county Capital Improvement Program is the minimum six year program of public works projects that the municipality/county expects to undertake, together with a general statement of funding sources and cash flows. The first year of the CIP is the Capital Budget, a more explicit statement of work with revenue and expense accounting.

Channel – Any natural or man-made waterway or course through which to convey the constant or intermittent flow of water.[11]

Conservation Easement – An easement, covenant, restriction or other interest in real property, which limits or restricts development, management or use of such real property for the express purpose of preserving or maintaining the scenic, open, historic, archaeological, architectural, forest, or natural condition, character, significance or amenities of real property in a manner consistent with public policy and purpose, whether created under common law or pursuant to the provisions of State Law. A conservation easement may include affirmative rights of public access, management and use.[12]

Consumer Product Safety Commission (CPSC)- The U.S. Consumer Product Safety Commission (CPSC) has created guidelines for both public playground and home playground equipment. The Public Playground Safety Handbook can be seen here: http://www.cpsc.gov/PageFiles/122149/325.pdf

Coastal Zone Management Act – The Federal legislation mandates a comprehensive program of planning and development regulations for each State having a coastline.

Community Gardens – A plot of land gardened by a group of people, typically organized through an open and publicly functioning organization or a local government body.

Connectivity – the density of connections in path or road network and the directness of links. A well-connected road or path network has many short links, numerous intersections, and minimal dead-ends (cul-de-sacs). As connectivity increases, travel distances decrease and route options increase, allowing more direct travel between destinations, creating a more accessible and resilient system.[13]

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[8] See note 5.
[9] US Public Law 107-118 (H.R. 2869)
[10] NJSA 40A:12-2- Local Land and Buildings Law
[11] New Jersey Department of Community Affairs. Residential Site Improvement Standards. 2013. Online. http://www.state.nj.us/dca/divisions/codes/offices/rsis.html/ Accessed 5 August 2013.
[12] New York State Department of Environmental Conservation. Online. http://www.dec.ny.gov/docs/permits_ej_operations_pdf/exhibit111.pdf. Accessed 5 August 2013.
[13] Victoria Transport Planning Institute TDM Encyclopedia. Online. http://vtpi.org/tdm/. Accessed 5 August 2013.

Conservation Plan Element – That portion of a master plan that describes the community's existing and anticipated resources of energy, water supply, etc.

County Master Plan – A composite of the Master Plan for physical development of a New Jersey County with the accompanying maps, plats, charts, and descriptive and explanatory matter adopted by the County Planning Board, pursuant to N.J.S. 40:27-2, 40:27-4.[14]

County Planning Board – The governing authority responsible for the county planning and organized pursuant to N.J.S. 40:27-6.1.

Crime prevention through environmental design (CPTED) – CPTED attempts to reduce or eliminate criminal opportunities by using elements of the environment to (1) control access; (2) provide opportunities to see and be seen; and (3) define ownership and encourage the maintenance of territory.[15]

Critical Habitat for Fauna or Flora – (1) For Fauna, areas which serve an essential role in maintaining commercially and recreationally important wildlife, particularly for wintering, breeding, spawning and migrating activities; (2) For Flora, areas supporting rare or unique plant species or uncommon vegetation communities in New Jersey.[16]

Cultural Resource Acquisition Project – projects to acquire lands that provide or could provide access to outdoor performing or fine art facilities.[17]

Culture – Includes knowledge, belief, art, morals, law, custom, and any other capacities and habits acquired by man as a member of society.[18]

Debt Service – annual payments of principal and interest on loans used for the acquisition of open space, the preservation or improvement of open space, recreational space, or historic sites.

Design Standards – Standards that set forth specific improvement requirements.[19]

Eligible Costs – Costs incurred that can be funded through an award of the Trust fund, i.e., purchase of land, engineering, architect fees, construction site improvements, debt issuance and related bond counsel fees.

Environmental Justice – The fair treatment and meaningful involvement of all people regardless of race, color, sex, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations, and policies.[20]

Floodway – Land, and the space above that land, which lies within the inner portion of the flood hazard area, and which is mathematically determined to be required to carry and

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[14] NJ S2852
[15] US Department of Justice. Community Oriented Policing Services. Online. http://www.cops.usdoj.gov/Publications/ Accessed 8 August 2013.
e0807391.pdf pp. 5
[16] N.J.A.C. 77A
[17] Passaic County Open Space and Farmland Preservation Trust Fund Application Guide.
[18] Tylor, Sir Edward Burnett. Primitive Culture: Researches Into the Development of Mythology, Philosophy, Religion, Languages, Art and Customs. 1871.
[19] See note 5.
[20] United States Environmental Protection Agency. Report on the Environment Glossary. 2008. Online. http://www.epa.gov/roe/glossary.htm. Accessed 5 August 2013.

discharge floodwaters resulting from the 100-year flood under certain conditions. The floodway always includes the channel and often includes land adjacent to the channel. The floodway is normally characterized by faster and deeper flows than the flood fringe, which is the portion of the flood hazard area outside the floodway.[21]

Flood Hazard Area – Structures, fill and vegetation that are situated on land that lies below the flood hazard area design flood elevation are described as being "in" or "within" the flood hazard area. The inner portion of the flood hazard area is called the floodway and the outer portion of the flood hazard area is called the flood fringe. The "Special Flood Hazard Area," as defined by FEMA, is the land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps.[22]

Flora/Fauna Protection Project – a project to acquire and/or enhance lands essential for the conservation of significant flora and/or fauna species, which require special management consideration or protection. Habitat areas of threatened and endangered species are also included.

Freshwater Wetland – An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; provided, however that the Department of Environmental Protection, in designating a wetland, shall use the 3-parameter approach (i.e., hydrology, soils, vegetation) enumerated in the April, 1987 interim-final draft Wetland Identification and Delineation Manual, and any subsequent amendments thereto. These include tidally influenced wetlands which have not been included on a promulgated map pursuant to the Wetlands Act of 1970.[23]

Golf Course – A daily public recreational facility, regulated by the rules of golf and related improvements associated with such a facility, which can be categorized into one of the following: par 3, executive, and regulation courses.

Governing Body – The body exercising general legislative powers in a county or municipality according to the terms and procedural requirements set forth in the form of government adopted by the county or municipality. For a non-governmental entity, its body exercising legislative voting powers, i.e., Board of Directors, Board of Trustees.[24]

Green Infrastructure – Green infrastructure uses vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a city or county, green infrastructure refers to the patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, green infrastructure refers to stormwater management systems that mimic nature by soaking up and storing water. Such systems include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bioswales, permeable pavements, green alleys and streets, green parking, green roofs, urban tree canopy, and land conservation.[25]

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[21] See note 3.
[22] Ibid.
[23] NJ A2171
[24] NJ Local Redevelopment and Housing Law
[25] United States Environmental Protection Agency. What is Green Infrastructure?. 11 January 2013. Online.

Green Roofs – Roofs covered with growing media and vegetation that enable rainfall infiltration and evapotranspiration of stored water.[26]

Green Spaces – a plot of undeveloped land separating or surrounding areas of intensive residential or industrial use that is maintained for recreational enjoyment.[27]

Parkland Projects – A project to acquire and/or enhance recreational lands, waters, natural ecosystems, historic sites, wetlands, wildlife habitats, urban parks and scenic setting for the enjoyment of the public.

***Green Streets and Alleys –** Streets and alleys that integrate green infrastructure elements into their design to store, infiltrate, and evapotranspire stormwater. Permeable pavement, bioswales, planter boxes, and trees are among the many green infrastructure features that may be woven into street or alley design.[28]

Greenways Project – A project to acquire and/or enhance land which provides a linkage to recreational lands, water, natural ecosystem, historic sites, wetlands, wildlife habitats, urban parks and scenic settings, for the enjoyment of the public. Greenways may include, but are not limited to bikeways, trails, and stream and river corridors.

Habitat – The natural environment or area of an individual animal or plant, population, or community, comprising both physical and biotic factors.

Hackensack Meadowlands – All those meadowlands lying within the municipalities of Carlstadt, East Rutherford, Little Ferry, Lyndhurst, Moonachie, North Arlington, Ridgefield, Rutherford, South Hackensack, and Teterboro all in Bergen County; and Jersey City, Kearny, North Bergen and Secaucus, all in Hudson County.

Head Waters – The point on a non-tidal stream above which the average annual flow is less than five cubic feet per second. The Department of Environmental Protection may estimate this point from available data by using area annual precipitation, area drainage basin maps, and the average annual runoff coefficient or by similar means.

Heat Island – An urban area characterized by temperatures higher than those of the surrounding non-urban area. As urban areas develop, buildings, roads, and other infrastructure replace open land and vegetation. These surfaces absorb more solar energy, which can create higher temperatures in urban areas.

Historic District – One or more historic sites and intervening or surrounding property significantly affecting or affected by the quality and character of the historic site or sites.[29]

Historic Preservation – The performance of any work relating to the stabilization, repair, rehabilitation, renovation, restoration, improvements, protection, or preservation of a historic property, structure, facility, site, area, or object.[30]

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http://water.epa.gov/infrastructure/greeninfrastructure/gi_what.cfm#greenroofs. Accessed 5 August 2013.
[26] Ibid
[27] Ibid
[28] Ibid
[29] NJ A3193
[30] NJ S2572

Historic Preservation Plan Element – That portion of the Municipal Comprehensive Master Plan that (1) describes historic and cultural resources within the community and (2) provides policy guidance as to how those resources might be protected and incorporated as useful working elements of a comprehensive community and economic development program.

Historic Preservation Restriction – An interest in land less than fee simple absolute, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site which is historically significant for its architecture, archeology or associations, to forbid or limit any or all:

1. Alteration in exterior or interior features of such structure;

2. Changes in appearance or condition of such site;

3. Uses of such structure or site which are not historically appropriate;

4. Other acts or uses detrimental to the appropriate preservation of such structure or site.[31]

Historic Property, Structure, facility, Site, Area, or Object - Any property, structure, facility, site, area, or object approved for inclusion on the New Jersey Register of Historic Places, or which meets the criteria for inclusion on said Register pursuant to P.L. 1970 c. 268 (C.13:1B -15.128 et seq.) or a Certified Local Government.[32]

Historic Resource – Any site, building, area, district, structure or object important in American history, architecture, archaeology, and culture at the national, state, county, regional or local level.

Historic Site – Any real property, man-made structure, natural object or configuration or any portion or group of the foregoing of historical, archaeological, cultural, scenic or architectural significance.[33]

Hydric Soils – A soil that in its natural condition is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of hydrophytic vegetation.[34]

Improvement – (a) Any constructed element which becomes part of, is placed upon, or is affixed to real estate; (b) the development and improvement of parks and recreational facilities.[35]

Impervious Surface – A hard surface area that either prevents or retards the entry of water into the soil mantle or causes water to run off the surface in greater quantities or at an increased rate of flow. Common impervious surfaces include rooftops, walkways, patios, driveways, parking lots, storage areas, concrete or asphalt paving, and gravel roads.[36]

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[31] New Jersey Codes Title 13 Section 13:8B
[32] NJ S3078
[33] N.J.S. 40:55D-4
[34] US Department of Agriculture (USDA) Soil Conservation Service (SCS) 1985, as amended by the National Technical Committee for Hydric Soils (NTCHS) in December 1986
[35] N.J.A.C. 5:21; NJ P.L.2001, c.232
[36] See note 17.

Ineligible Costs – Customary costs, or "soft costs," incurred above the limit set forth (up to 2% of Trust Fund) that will not be funded through an award from the Trust Fund, i.e., appraisal costs, wetland delineation, property survey, title search, legal expenditures other than bond counsel fees.

Lake, Pond or Reservoir – Any impoundment, whether naturally occurring or created in whole or in part by the building of structures for the retention of surface water.[37]

Lands – Lands, improvements, and structures thereon or rights, franchises and interest therein. This term shall also include and mean any and all interest in lands amounting to less than fee title, including permanent and temporary easement, including conservation easements and rights-of-way.[38]

Land Access Projects – A project to acquire and/or enhance lands for access to state, federal or other county or Municipal Park and open space areas.

Land Conservation – Protecting open spaces and sensitive natural areas within and adjacent to cities can mitigate the water quality and flooding impacts of urban stormwater while providing recreational opportunities for city residents. Natural areas that are particularly important in addressing water quality and flooding include riparian areas, wetlands, and steep hillsides.

Local Certified Historic District – A district that 1) meets the criteria for registration, and 2) is governed by a state or local statute or ordinance that protects the historic resources of the district.[39]

Local Share or Match- non-EDA funds and any In-Kind Contributions that are approved by EDA and provided by Recipients or third parties as a condition of an Investment. The Matching Share may include funds from other Federal Agencies only if authorized by statute that allows such use, which may be determined by EDA's reasonable interpretation of such authority.[40]

Lot – A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.[41]

Low Impact Development – an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product.[42]

Municipal Master Plan – A composite of one or more written or graphic proposals for development of the municipality as set forth and adopted pursuant to N.J.S. 40:55D-28.

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[37] N.J.A.C. 7:9B
[38] N.Y. Environmental Law § 51-0101
[39] New Jersey Historic Preservation Office. New Jersey and National Register of Historic Places. Online. http://www.nj.gov/dep/hpo/1identify/nrsr_lists.htm. Accessed 5 August 2013.
[40] 13 CFR 300.3 [Title 13 -- Business Credit and Assistance; Chapter III -- Economic Development Administration, Department of Commerce; Part 300 -- General Information
[41] NJ S2852
[42] See note 20.

Municipality – Any city, borough, village, town or township of the State but not a county or a school district.[43]

Navigable Waters – Deep enough and wide enough to afford passage to watercraft, including canoes, at high tide. Navigability will also apply to areas upstream of obstructions (for example, culverts), provided that the water course is still tidally influenced in the upstream area.[44]

New Jersey Meadowlands Commission – The legislative and quasi-judicial body for the Hackensack Meadowlands area, which encompasses parts of Hudson and Bergen Counties.

New Jersey State Planning Act – N.J.S. 52:18A-196 et seq. – The general enabling legislation for statewide policy planning.

Nonpoint Source – A diffuse source of pollution, having no single point of origin. This term is commonly used to describe water pollution caused by rainfall or snowmelt moving over and through the ground and carrying natural and human-made contaminants into lakes, rivers, streams, wetlands, estuaries, other coastal waters, and ground water. Atmospheric deposition and hydrologic modification are also sources of nonpoint water pollution.[45]

Official Map – A map adopted by ordinance pursuant to "Municipal Land Use Law", N.J.S. 40:55D-32 et seq.

Official County Map – The map, with changes and additions thereto, adopted and established, from time to time, by resolution of the Board of Chosen Freeholders, pursuant to the "County Planning Act", N.J.S. 40:27-5 et seq.

Open Space – Land or water areas to be retained in a largely natural or undeveloped state, for the purpose of, among other things, providing parkland or green spaces, protecting ecologically sensitive areas, preserving flora and wildlife, or protecting or preserving areas of scenic, historic and cultural values while at the same time affording, whenever practical, public outdoor recreational opportunities for county residents. "Open Space" may include a recreational area such as a golf course if the acquisition serves the objective of the open space trust fund act by protecting a largely underdeveloped area from future development.

Open Space also means projects to acquire and/or enhance lands, which are open or natural, and necessary to preserve the ecological, scenic, recreational or historical values of such land. Open space projects include, but are not limited to, the following types of projects: streams, right projects; open or natural land projects including additions to existing owned outdoor recreation areas; Greenways/Parklands Projects; aquifer recharge area projects; watershed protection projects; and waterfront protection projects.[46]

Parcel – Any quantity of land, consisting of one or more lots, that is capable of being described with such definiteness that its location and boundaries may be established.

Playground Safety Law- New Jersey enacted a playground safety law on March 23, 1999 New Jersey Playground Subcode 5:23 - 11.1to require that the Department of Community Affairs and Department of Education promulgate rules and regulations for the design, installation,

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[43] NJ 40:37A-45
[44] NJAC 7:7E-1.5
[45] See note 20.

inspection, and maintenance of playgrounds. This law also mandates that those rules and regulations be those contained within the CPSC guidelines. Further, it requires that special provisions be included to address playgrounds appropriate for children in childcare settings. Government entities and private entities must upgrade their playgrounds to satisfy the rules and regulations for surfacing within five years and for all other elements within eight years. Non-profit entities must upgrade their playgrounds to satisfy the rules and regulations for surfacing within five years and for all other elements within fifteen years. All playgrounds built more than six months after the effective date of the rules and regulations must conform to those rules and regulation. New Jersey PIRG was instrumental in achieving this statewide mandate.

Pollutant – Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and non-hazardous pollutants.[47]

Project ready – An application or project that can commence immediately upon approval or release of awarded funds. A "project ready" application, at minimum includes the following:

1. For acquisition projects- property appraisal; and recent land survey (completed by a NJ licensed surveyor); and preliminary assessment or site investigation (PASI completed by a qualified environmental professional).

2. For park and recreation improvements- Site plans signed & sealed by a licensed professional (PE, AIA, CLA, etc.); and itemized construction cost estimates; and where applicable, all necessary approvals and permits (NJ DEP, ACOE, Soil Conservation, etc.).

3. For historic preservation- Plans prepared by a licensed architect, engineer, or historic preservation specialist.

Property – The area contained within the legal boundary as defined by municipal block and lot, or right-of-way description as set forth in the deed for that area.[48]

Rain Garden – Rain gardens (also known as bioretention or bioinfiltration cells) are shallow, vegetated basins that collect and absorb runoff from rooftops, sidewalks, and streets. Rain gardens mimic natural hydrology by infiltrating and evapotranspiring runoff. Rain gardens are versatile features that can be installed in almost any unpaved space.[49]

Real Property – Lands within or without the State, above or below water, and improvements thereof or thereon, or any riparian or other rights or interests therein.[50]

Recharge – Water added to an aquifer-- for instance, rainfall that seeps into the ground.[51]

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[46] See note 1.
[47] NJ Farm Bureau
[48] NJ Freshwater Wetlands Protection Act

***Recreation Activities –** Activities that involve relatively vigorous or organized action such as soccer, ball playing, jogging, pitching, playground areas, roller hockey, skateboarding, and the like. Passive recreational activities include less vigorous organized use such as simple appreciation of natural areas, possibly involving hiking, or simply viewing open land or waters.

Recreational Facility, Intensive – Any recreational facility which does not satisfy the definition of Low Intensity Recreational Facility including but not limited to golf courses, marinas, amusement parks, hotels and motels.[52]

Recreational Facility, Low Intensive – A facility or area which complies with the standards in N.J.A.C. 7:50-5, part III, utilizes and depends on the natural environment and requires no significant modifications of that environment other than to provide access, and which has an insignificant impact on surrounding uses or on the environmental integrity of the area. It permits such low intensity uses as fishing, canoeing, nature study, orienteering, horseback riding, and bicycling.[53]

Recreational Land – Land & water areas that provide opportunities for outdoor active or passive activities.

Right-of-Way (ROW) – A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, gas pipeline, water main, sanitary or stormwater sewer main, shade tree, or for another special use.[54]

Scenic Acquisition Projects – A project to acquire and/or enhance lands to maintain the scenic nature of an area.

Secretary of the Interior's Standards for the Treatment of Historic Properties – The standards are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The standards offer four distinct approaches to the treatment of historic properties:

1. Preservation – focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

2. Rehabilitation – acknowledges the need to alter or add to a historic peroperty to meet continuing or changing uses while retaining the property's historic character.

3. Restoration – depicts a property at a particular period of time in its history, while removing evidence of other periods.

4. Reconstruction – re-creates vanished or non-surviving portions of a property for interpretive purposes

Shade Tree Program – Acquisition and installation of shade trees to facilitate urban forestry, gateway landscaping, and vegetative buffers.

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[49] US EPA
[50] NJ County Improvement Authorities Law
[51] USGS
[52] Township of Evesham, NJ Municipal Code. 31 December 2012. Online. http://ecode360.com/EV0481. Accessed 5 August 2013.
[53] See note 40.
[54] See note 6.

NJ State Development and Redevelopment Plan – The Statewide Policy Plan that establishes policies for planning, programming, funding, installation, and maintenance of public capital infrastructure.

Steep Slopes – Slopes over fifteen (15%) percent gradient.[55]

***Steep Slopes Project –** A project to acquire and/or enhance steep slopes for the purpose of providing parkland and/or green spaces.[56]

Stewardship – The conducting, supervising, or managing of something; especially the careful and responsible management of something entrusted to one's care; stewardship of natural resources. [Merriam-Webster 2013]; Environmental stewardship – the responsibility for environmental quality shared by all those whose actions affect the environment.[57]

Stormwater – Runoff generated when precipitation from rain and melted snow flows over land or impervious surfaces and does not percolate into the ground. As the runoff flows over the land or impervious surfaces (paved streets, parking lots, and building rooftops), it accumulates debris, chemicals, sediment or other pollutants that could adversely affect water quality if the runoff is discharged untreated.[58]

Stream Rights Project – A project to acquire and/or enhance lands that provide public fishing rights on quality streams or rivers.

Superfund – A program, operated under the legislative authority of the Comprehensive Environmental Response, Compensation, and Liability Act and the Superfund Amendments and Reauthorization Act, that funds and carries out EPA solid waste emergency and long-term removal and remedial activities. These activities include establishing the National Priorities List, investigating sites for inclusion on the list, determining their priority, and conducting and/or supervising cleanup and other remedial actions.[59]

***Sustainability –** Creates and maintains the conditions under which humans and nature can exist in productive harmony, that permit fulfilling the social, economic and other requirements of present and future generations. [60]

Sweat Equity- is an interest or increased value in a property earned from the owner's labor toward upkeep or restoration[61]

Threatened or Endangered Species – Species identified pursuant to the Endangered and Non-game Species Conservation Act, N.J.S.A. 23:2A-1, et seq., or those identified pursuant to the Endangered Species Act of 1973, 16 USC 1531 et al., and subsequent amendments thereto.

Tidal Waters – Fresh or saline waters under tidal influence, up to the head of the tide.[62]

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[55] See note 17.
[56] Ibid.
[57] See note 20.
[58] Ibid.
[59] Ibid.
[60] Ibid.
[61] www.investopedia.com
[62] NJAC 7:7A-1.4

Urban Ecosystem – Both the natural ecology and the human infrastructure of an urban environment, and the interaction between the two.

Vacancy – Any unoccupied land, structure, or part thereof that is available and suitable for occupancy.

Walkway – A continuous way designated for pedestrians and separated from the through lanes for motor vehicles by space or barrier.

Watershed – The smallest drainage area of a specific creek, stream, river, pond, lake, or other surface water body within which a particular site is located.[63]

Watershed Protection Project – A project to acquire lands within the watershed of a publicly owned water supply reservoir.[64]

Water Supply Reservoir – An impoundment of surface waters, the primary purpose of which is water supply.[65]

Wetland – An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; provided, however, that the NJ Department of Environmental Protection, in designating a wetland, shall use the three-parameter approach (that is, hydrology, soils and vegetation) enumerated in the 1989 Federal Manual. These include tidally influenced wetlands which have not been included on a promulgated map pursuant to the Wetlands Act of 1970, N.J.S.A. 13:9A-1 et seq. [66]

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[63] NJAC 7:7A-1.4
[64] See note 1.
[65] Ibid.
[66] N.J.A.C. 7:7A Freshwater Wetlands Protection Act Rules

IV. GOVERNANCE

A. Membership

The Office of the County Executive will be represented by a board liaison, a non-voting member of the Advisory Board, selected by the County Executive.

The Board of Chosen Freeholders will be represented by a board liaison, a non-voting member of the Advisory Board, selected by the Chairman of the Board of Chosen Freeholders.

In absence of a quorum (five of the nine voting members), the board liaison for the County Executive or Board of Chosen Freeholders may have voting privileges.

The County Executive, with the advice and consent of the Board of Chosen Freeholders, shall appoint voting members to the Open Space Trust Fund Advisory Board from the following categories:

OPEN SPACE TRUST FUND ADVISORY BOARD VOTING MEMBERSHIP

1. Hudson County Division of Parks, Board Member
2. Hudson County Division of Planning, Board Member
3. Hudson County Division of Housing and Community Development, Board Member
4. Hudson County Office of Cultural and Heritage Affairs, Board Member
5. Conservation Board Member
6. Environmental Board Member
7. Historic Preservation Board Member
8. Parks & Recreation Board Member
9. Business Community Board Member

Every member of the Open Space Advisory Board shall be a resident of Hudson County.

B. Responsibilities

1. The primary responsibility of the Open Space Trust Fund Advisory Board, (hereinafter "Advisory Board") is for the systematic review and recommendation of applications for funding consideration from the Trust Fund, in accordance with the policies and procedures as established by this document set forth herein.

2. The Advisory Board will work closely with the County of Hudson to:

a. Assist in the periodic review of the County's adopted Open Space and Recreation Plan, and Historic Preservation Plan;

b. Review, prioritize and recommend projects for open space, recreation, and historic preservation purposes; and

c. Review and recommend, as necessary, amendments to the policies and procedures outlined in this document for the Trust Fund.

3. Conduct outreach to the general public, municipalities and community groups.

C. Term of Office

1. The Term of Office of all voting members of the Advisory Board shall be for three years, except the initial term, which shall be as follows:

Hudson County Division of Parks, Board Member - 1 year
Hudson County Office of Cultural & Heritage Affairs, Board Member - 1 year
Historic Preservation, Board Member - 1 year
Hudson County Division of Planning, Board Member - 2 years
Conservation, Board Member - 2 years
Parks & Recreation, Board Member -2 years
Hudson County Division of Housing & Community Development, Board Member - 3 yrs
Environmental, Board Member - 3 years
Business Community, Board Member - 3 years

All future appointees to these positions shall, thereafter, revert to a three year term.

2. All members shall serve on as voluntary basis without compensation.

3. Every member shall be a resident of Hudson County.

4. No member of the Advisory Board shall be an elected official in any jurisdiction.

5. No member of the Advisory Board shall be an employee of any of Hudson County's municipalities or their other local governmental units.

D. Replacement of Members

1. A member shall serve until the nomination and qualification of his/her successor shall be complete.

2. A member having three (3) consecutive absences from scheduled meetings of the Advisory Board (without providing advanced notification), shall be deemed as resigned from the position, and a successor appointed to fill his/her unexpired term, in accordance with appointment procedures as stated in this document. The Advisory Board shall send notice to the County Executive of any member warranting such resignation.

3. Any other vacancies on the Advisory Board shall be filled by a subsequent appointment to fill the unexpired term, in accordance with appointment procedures as stated in this document.

E. Officers and Duties

1. There shall be a Chairperson, Vice Chairperson and Secretary of the Advisory Board.

2. The Officers shall be elected at the annual reorganization meeting by a majority vote of the total number of voting members of the Advisory Board. The initial organizational meeting shall take place no later than 30 days after the approval of this document and confirmed appointments to the Advisory Board. Thereafter, a reorganization meeting shall take place annually during the month of January.

3. The term of office of all officers shall be for a one - (1) year term, or until a successor has been elected.

4. The Duties of the Chairperson shall include, but not necessarily be limited to, the following:

- **a.** Establish a schedule of meeting dates;
- **b.** Preside at all regular and special meetings;
- **c.** Sign such documents as are necessary on behalf of the Advisory Board; and
- **d.** Perform all duties that may be necessary and appropriate to carry out the responsibilities of the office.

5. In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. In the absence of the Vice-Chairperson, the most senior private-citizen board member shall perform the duties of the Chairperson.

6. A simple majority (five (5) of the voting members (9)) of the Board shall constitute a quorum for voting sessions.

7. A quorum is not required to hold work/review sessions.

8. An affirmative vote of the majority of members present shall indicate passage of any item subject to a vote.

9. Those members who are absent from the application presentations and/or site visits shall certify that they have fully reviewed the application and visited the site in order to be eligible to consider the merits of the application for funding.

10. Conflict of Interest- any Advisory Board member who has an affiliation to any project where an application has been submitted for the Advisory Board to review and recommend funding, must recuse him or herself from the application process of that particular project. "Affiliation" shall be construed to mean a connection to the project by way of familial, employment, elected official and/or board relationship. "Application Process" shall be construed to mean participation in the presentation, discussion, and voting of the project in question. A member who has recused him or herself from hearing a particular application is not precluded from participation in other applications before the Advisory Committee.

V. FUNDING GUIDELINES

A. Eligible Applicants

The following entities are eligible to participate in the application process for funding consideration from the Trust Fund:

1. The County of Hudson;
2. All Hudson County government agencies and its affiliates;
3. Any of the twelve (12) municipalities in the County of Hudson; and
4. Local entities, non-profit corporations, and qualified charitable conservancies located within the County of Hudson that have received tax exemptions under section 501(c)3 of the 1954 Internal Revenue Code. Local entities are required to partner with the local municipality where the project is located.

B. Eligible Purposes

Eligible purposes, as voted by referendum, and approved by the Board of Chosen Freeholders are:

1. Acquisition of land for conservation and recreation purposes.

2. Development and redevelopment of land existing or acquired for recreational, cultural, tourism and/or conservation purposes.

3. Preservation of historic properties, including the acquisition and historic preservation planning activities of such properties for historic preservation, this includes historical capital projects and historical rehabilitation plans or

4. Payment of debt service on indebtedness issued or incurred by the County of Hudson for any of the purposes stated in (1), (2), (3), or (4).

C. Eligible Costs

The following costs are deemed to be consistent with the purposes and intent of the Trust Fund and shall be eligible for application:

1. The acquisition of land for conservation and recreation purposes. Note- applicants are required to place the County on the deed when purchasing the property.

2. Construction management and/or construction administration of an Open Space Trust funded recreation or historic capital project or rehabilitation plan.

3. Up to 50% of the costs of preparing a historic preservation plan for the preservation, rehabilitation, restoration or reconstruction of a historic property under the Secretary of the Interior's Standards for the Treatment of Historic Properties. Such projects must result in the completion of site/construction plans related to all proposed historic preservation activities.

D. Ineligible Purposes

The following purposes are considered ineligible to receive funding:

1. Any maintenance, care, custodial, or policing expenditures associated with active and passive recreation, and historic sites.

2. Lands that are and will remain predominantly covered by buildings or structures not appropriate for environmental education, recreational use, or historic preservation.

3. Activities that will have a significant adverse impact on environmental resources or open space values.

4. Items that were not listed in the original grant agreement between the County and the applicant.

5. Sweat equity, an interest of increased value in a property earned from labor by the owner toward upkeep or restoration.

6. Soft costs, such as architectural design, engineering, planning, surveying, permitting, fees, legal, administrative, or environmental costs.

7. The preparation and completion of historic preservation studies with the aim of obtaining a Certification of Eligibility from the New Jersey Historic Preservation Office or for the purposes of determining the eligibility or the nomination of a property or structure for the State or National Register of Historic Places.

E. Allocation

The Trust Fund will be funded through a property tax assessment to be determined annually by the Board of Chosen Freeholders, at a rate not to exceed one cent ($0.01) per $100.00 of total County equalized valuation.

1. All of the money collected through the property tax assessment will be deposited into the Trust Fund and shall thereafter be disbursed for the following types of projects:

- **a.** Land Acquisition Projects,
- **b.** Development/Redevelopment Improvements for Recreation Conservation Projects,
- **c.** Historic Preservation Capital Projects and Rehabilitation Studies

2. Applicants shall not request more than $2,000,000 for a regional Open Space Acquisition or more than $1,000,000 for a local Open Space Acquisition. Regional acquisitions are deemed to serve the residents of two or more communities as defined by municipality, zip code or public high school. Local acquisitions are deemed to serve the residents of only one community as defined by municipality, zip code or public high school. An exception will only be considered based upon the extraordinary nature of the acquisition and its merit.

3. Applicants shall not request more than $1,000,000 for a regional Recreation, Conservation, Historic Preservation Capital or Rehabilitation project, or more than $500,000 for a local Recreation, Conservation, Historic Preservation Capital Project or Rehabilitation Plan. Regional projects are deemed to serve the residents of two or more communities as defined by municipality, zip code or public high school. Local projects are deemed to serve the residents

of only one community as defined by municipality, zip code or public high school. An exception will only be considered based upon the extraordinary nature of the project and its merit.

4. Any unexpended funds allocated to a specific project and determined by the County of Hudson as no longer needed for that project will return to the Trust Fund.

5. Indebtedness by the County of Hudson for eligible purposes as stated above will be set aside in an amount equal to the annual debt payment requirement prior to the annual allocation determination for new applications/projects.

F. Advisory Board Review and Recommendation

The Hudson County Division of Planning shall provide staff support and technical assistance to the Advisory Board.

The Advisory Board shall:

1. Schedule a timeline for the Letter of Intent process. Initial letter of interest will be submitted by interested applicants prior to full proposal. A Letter of Intent Form will be created for their use. Applicants must demonstrate how their project meets the new goals and objectives outlined in the 2013 Reexamination Report. They must have all required documentation, list matching funding, and show how the project is shovel ready.

2. Schedule one-on-one meetings with the applicant and Open Space support staff and at least one member of the Hudson County Open Space Trust Fund Advisory Board to review applicant's Letter of Intent. Once the Letter of Intent is deemed complete, applicant will be required to submit a full application to the Advisory Board.

2. Determine application completeness and eligibility according to the program statement approved by the Hudson County Board of Chosen Freeholders.

3. Review each application and rank each application according to the criteria established in said program statement and the 2013 Open Space Reexamination Report.

4. Forward the Advisory Board's recommendations to the County Executive for his/her consideration and funding allocation.

5. Upon final approval by the Board of Chosen Freeholders, the Advisory Board shall prepare an annual report.

G. County Executive's Submission of Proposed Projects

1. Upon receipt of the Advisory Board's recommendations by the County Executive, the County Executive shall formulate funding allocations for eligible projects for a 30-day review period.

2. The County Executive shall submit the Advisory board's recommendations with his/her funding allocations to the Board of Chosen Freeholders for its consideration.

H. Freeholder Funding Approval

1. Upon the release of the County's Executive's funding allocations, the Division of Planning shall schedule at least one public hearing held at least thirty (30) days after the transmittal of funding recommendations in accordance with N.J.S.A. 40:12-15.1 et seq., to solicit public comment on the proposed grant award recommendations.

2. In accordance with N.J.S.A. 40:12-15.3b the Board of Chosen Freeholders shall authorize final approval for the project funding no earlier than 45 days after the public hearing.

I. Grant Agreement

1. Applicants that have been approved for funding will have two (2) months from the date of Freeholder approval of the required Hudson County funding resolutions to execute a Grant Agreement with the County.

2. Upon execution by both parties of the grant agreement, projects are expected to progress at a reasonable pace, subject to the specifics of a particular project. After two (2) years from the Freeholder award date, any unexpended award funds remaining will be forfeited and returned to the Open Space Trust Fund.

3. The Grant Agreement shall include a phased punch list for eligible costs. Reimbursement of funds through the County of Hudson will only be processed after a site inspection for each phase.

4. Throughout the life of the grant, awarded applicants will be required to submit quarterly progress reports to the Hudson County Division of Planning

5. A deed of conservation easement or historic preservation restriction held by the County of Hudson shall be filed with the Office of the County Register upon completion of land acquisition, park and recreation improvement, or historic preservation capital project or rehabilitation plan.

6. Applicants must agree to place any funded parkland on the NJ Recreation and Open Space Inventory (ROSI) before final payment of grant monies. No change in use or diversion of funds shall be allowable for any funded park or recreation project without following the procedures set forth in the grant agreement.

7. Failure to uphold any other aspects of the executed grant agreement may result in the forfeiture of funds. Unused funds will revert back to the Trust Fund.

8. Applicants must seek Open Space Advisory Board approval for any deviations from the original grant agreement. Deviations that are above 10% of the total funded project cost will require Freeholder Board approval. No deviations will be approved in the last 6 months of the grant agreement.

9. The grant recipient may request one (1) year extension. The extension shall be granted at the discretion of the County. Extension requests will be considered in cases of natural disasters or other unforeseen circumstances in which the applicant had no control over. If the applicant fails to complete the project within the 1 year time frame, the grant agreement and the unused funds shall be forfeited.

10. Reprogramming of funded projects are granted at the discretion of the County. Only municipalities are allowed to request a reprogramming to a shovel-ready project within the same municipality. Shovel ready projects are considered projects that have a selected contractor in place or are under construction. Reprogramming can only be awarded to Park Improvement projects and Historical Capital projects. No more than 50% of the total funded project award amount can be used for reprogramming.

11. Applicants that have been approved for a grant award from the County shall fund all costs incurred in connection with the acquisition of any land or interest therein, including, but not limited to the costs for appraisals, wetland delineations, environmental assessment, engineering, property survey, title search, legal expenditures, structure

demolition and removal, and other such costs associated with the acquisition of land or interest therein.

12. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund grant agreement.

13. Two months prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the Division of Planning.

14. Temporary construction signage specs will be provided in the applicant's grant agreement.

15. Permanent signage specs will be provided in the applicant's grant agreement.

J. Interest on Investments

Any interest earned on the investment of funds of the Trust Fund shall be retained within the Trust Fund to be used for Trust Fund purposes as described herein.

VI. GENERAL GUIDELINES

A. The following items reflect general guidelines that will be considered in recommending projects for the acquisition of property for conservation and/or recreation purposes, the development or redevelopment of conservation and recreation areas, or for historic preservation purposes:

B. Encourage multi-funded source projects, which qualify for, but are not limited to, the State Green Acres Program, Historic Preservation Trust Program, federal funds, municipal matching funds, recreation groups, donations, and all other appropriate funding sources. Applicants are encouraged to provide or obtain non-Open Space Trust funds of at least fifty percent (50%). The respective governing bodies must endorse all projects.

C. Encourage projects that benefit a broad population segment, especially those of regional, countywide, or statewide significance.

D. Encourages multi-use projects, (e.g. projects including several elements such as water protection, recreation, historic, cultural, tourism and scenic preservation, etc.)

E. Give consideration to projects involving land under immediate threat of development.

F. Encourage the use of conservation easements, restrictive covenants, or interests other than ownership by fee simple, to limit or restrict development.

G. Give consideration to lands within Tier-1 wellhead protection areas, recharge areas where water enters the ground, or aquifers to fill wells.

H. Encourage partnership projects between municipalities and local entities, non-profit corporations and qualified charitable conservancies that have received tax exempt status under section 501(c)3 of the 1954 Internal Revenue Code.

I. Projects should be consistent with the goals and objectives of the 2013 Hudson County Open Space, Recreation and Historic Preservation Plan, as duly adopted and established by the County of Hudson.

J. All historic preservation activities funded by the Hudson County Open Space Trust Fund must be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

K. All historic preservation rehabilitation/restoration plans (studies) must result in a document including proposed site plans and designs to be delivered to the Hudson Count Division of Planning and the Open Space Trust Fund Advisory Board upon completion.

L. VII. Application Review

In order for applicants to be eligible to receive funding from the Hudson County Open Space Trust Fund and be recommended for County Executive review the following steps are required:

1. Complete Letter of Intent for Open Space, Park Improvement, Historic Preservation Study or Historic Preservation Capital Project.
2. Discuss proposal in a one-on-one meeting with County and at least 1 Advisory Board member
3. Complete full application and submit all required documents in the Application Checklist associated with the proposed project.
4. Prepare presentation or site visit for Open Space Advisory Board and County

The following elements will be considered when considering applications for funding.

1. Shovel Ready: The applicant must show the project can be completed within a 2 year time frame. All required documents in the Letter of Intent and full application must be submitted to be considered for funding.
   a. Local Match: The amount the applicant will be contributing to the total project cost.
   b. Public Support: Public support for a project is required and should be demonstrated through governing resolutions with transcript of meeting letters, and petitions that demonstrate broad inclusive support from the following:
      i. Municipal government office;
      ii. County government office;
      iii. State government office;
      iv. Planning Board, Park, or recreation commission;
      v. Environmental, shade tree, or historic preservation commission;
      vi. User groups, neighborhood associations, community organizations, ward leaders, and the general public.
   c. Community Needs: This factor considers the needs of the population to be served. The service area for the project will be defined on the basis of population density, scope, and type of project. Applicant should:
      i. Identify census tract, population and geographic service area;
      ii. Assess needs of the population within service area;
      iii. Needs assessment identifying current and potential user groups;
      iv. Describe potential benefits to the area.

2. Relationship to the goals & objectives in the 2013 Open Space Reexamination Report will also be a major consideration for project funding. Refer to the 2013 Report for further explanation of the following goals and objectives:
   a. Environmental Justice
   b. Recreation
   c. Connectivity
   d. Urban Ecosystems
   e. Green spaces & Acquisitions
   f. Stewardship
   g. Culture & History

3. Project-type specific priority criteria:
   a. For Acquisitions:
      i. A site listed in the 2005 Open Space Plan or the 2013 Reexamination Report
      ii. An acquisition that meets the Green Acres standards for reimbursement through the Planning Incentive Grant.
      iii. A letter from the current owner showing willingness to sell property
   b. For Historic Preservation projects:
      i. The level of historical significance, as evidenced by the site being included on or being eligible for inclusion on the New Jersey and/or National Registers of Historic Places or State Plan Critical Historic Sites.
      ii. Certification of Eligibility from the NJ State Historic Preservation Office
   c. For Park Improvement projects:
      i. Projects that are shovel-ready and can be completed in the 2-year grant agreement.
      ii. Projects that are supported by the local municipality and have existing matching funds.

The Recommendation Report will be prepared by the Advisory Board with the assistance of the Hudson County Division of Planning staff. Recommendations will be based on the funding guidelines, required application checklist, and if the applicant meets the goals and objectives of the 2013 Reexamination Report.

16

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution Authorizing the Submission of a Grant Application to the Hudson County Open Space, Recreation and Historic Preservation Trust Fund for Historic Preservation of Hoboken City Hall and Acceptance of Funds if Approved

WHEREAS, the County of Hudson has announced that it is accepting applications for the Open Space, Recreation and Historic Preservation Trust Fund; and

WHEREAS, the purpose of the program is for the acquisition of lands for new parks and open space, the construction of park and recreational facilities and the preservation of historic sites; and

WHEREAS, the Hudson County Open Space, Recreation and Historic Preservation Trust Fund has been a significant resource for municipalities and non-profit organizations in funding local projects; and

WHEREAS, the County of Hudson prioritizes applications which are "project ready" and requires funded projects to be completed within two (2) years of approval by the Freeholder Board; and

WHEREAS, the City of Hoboken wishes to submit a grant application for $500,000 for the historic preservation of Hoboken City Hall.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to submit said grant application to the County of Hudson on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approval of the execution of the grant agreement.

Meeting date: October 21, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jennifer Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

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

Hudson County Open Space, Recreation,
And Historic Preservation Trust Fund

2015 Open Space Letter of Intent Form

For H.C. Use Only
Date Received:

Applicants must demonstrate how their project meets the goals and objectives of the Hudson County Open Space Trust Fund outlined in this form. Applicants must have all required documentation, list matching funding, and show how the project is shovel ready.

Complete & submit all materials to: Hudson County Division of Planning, ATTN: Megan Massey
830 Bergen Avenue, 6A, Jersey City, NJ 07306
VIA EMAIL: Megan Massey, mmassey@hcnj.us

Form must be submitted by September 30, 2015

Project Information

Project Title: Hoboken City Hall Historic Preservation Project

Project Type:
- ☐ Land Acquisition
- ☐ Park & Recreation Improvement
- ■ Historic Preservation or Study

Project Municipality: Hoboken

Project Address: 94 Washington Street

Block(s): 199 **Lot(s):** 1

County Freeholder District: 5 **State Legislative District:** 33

Congressional District: 13 **Federal ID# assigned by IRS:** 22-6001993

Sponsor/Name of Local Unit or Organization: City of Hoboken

Applicant Address: 94 Washington Street

City: Hoboken **State:** NJ **Zip:** 07032

Chief Executive Officer: Dawn Zimmer **Telephone No.:** (201) 420-2018

Person having day to day responsibility for this application:

Name: Stephen D. Marks **Title:** Municipal Manager

Address: 94 Washington Street

City: Hoboken **State:** NJ **Zip:** 07032

Telephone Number: (201)239-6643 **Fax Number:** (201) 420-2096

E-mail address: smarks@hobokennj.gov

I, Stephen D. Marks *(name of authorized official)*, **hereby certify that the information provided within this Hudson County Open Space Application Form is complete and true.**

09/24/2015 Stephen D. Marks

Date (mm/dd/yyyy) **Signature of official authorized to submit application as per attached Resolution of Governing Body or Organization Board**

Project Funding

Total project cost: $ 1,309,852

Amount applicant requests: $ 500,000

Local share: $ 559,852

Other Match ***(Green Acres, NJ Historic Trust, etc.)*:** $ 250,000

Matching funding sources: City of Hoboken and NJ Historic Trust

Development of Project

Proposed starting date for project: 11/01/2015

Conceptual plan	□ Yes	□ No
Preliminary subdivision	□ Yes	□ No
Final subdivision	□ Yes	■ No
Preliminary site plan	□ Yes	□ No
Final Site plan	■ Yes	□ No

Current Zoning of the Site (uses and intensity):

CBD (H)

Relation to Hudson County Open Space Goals and Objectives

Please check boxes to indicate which Hudson County Open Space Trust Fund goals and objectives relate to your project and in less than 300 words, elaborate in the space provided below.

□ **Recreation**
Provide accessible open space and recreation opportunities to all Hudson County residents.

□ **Connectivity**
To link proposed and existing recreation and open space areas into a network accessible through a variety of transportation means, including public transit and bicycle or pedestrian transit.

□ **Environmental Justice**
To promote the development of park and recreational opportunities in low-moderate income neighborhoods

□ **Urban Ecosystems**
To encourage environmental resiliency by protecting and strengthening areas of critical resources, including wetlands, floodplains, steep slopes, wildlife habitat, open waters and waterfronts.

□ **Greenspaces & Acquisition**
To actively acquire and expand green/open spaces and recreational facilities where needed and feasible.

□ **Stewardship**
To educate the citizenry about existing and future Open Space and recreation opportunities, and continue efforts to increase support for these activities.

■ **Culture & History**

To ensure protection of the County's historic and cultural resources.

Hoboken City Hall (ID#1469) was listed on the State and National Registers of Historic Places in 1975 and 1976, respectively (NR Reference #: 76001156). Hoboken City Hall is located within an historic district and listed in the 2002 Hudson County Master Plan Historic Preservation element (page XI-9, #18) as a priority for preservation. Preservation of Hoboken City Hall is also listed as a priority in the 2004 Hudson County Open Space, Recreation and Historic Preservation Plan and the 2009 Hudson County Master Plan Re-examination Report.

Project Narrative

Please briefly explain why this project is a high priority for your town. You may describe special features of your project in order to expand or add to previous sections of the application.

City Hall was constructed in 1883 on the site of Hoboken's original public market square. The building was designed by architect Francis George Himpler in the Second Empire style. In 1911, architects Schneider and Dieffenbach added to the building, establishing the classically-influenced Beaux Arts style that exists today. During World War I, the fourth floor served as an armory, housing American troops before their deployment to Europe. The building was listed on the State and National Registers of Historic Places in 1975 and 1976, respectively. It continues to serve as the seat of city government, housing the offices of the mayor, city council and municipal court, as it has done since 1883.

City Hall is a heavily utilized 132 year-old public building which is showing its age. The building is structurally sound, but its mechanical, electrical and plumbing systems are antiquated and in need of major repair/rehabilitation. In 2013, the City was awarded a $37,500 grant from the NJ Historic Trust to prepare an Historic Preservation Plan for the building. In January 2014, the City Council approved a contract with HMR Architects to prepare the Historic Preservation Plan. The Historic Preservation Plan was completed in April 2015. In June 2015, the City applied to the NJ Historic Trust for $250,000 with a $12,752 local match to stabilize the front exterior brownstone facade and 30% of the exterior windows. In addition, the City Council has approved a municipal bond to finance the upgrade of the city's voice and data network. The engineer's estimate of probable construction costs for voice and data is approximately $397,100 for telephones and $150,000 for cabling in City Hall. Other major repairs and improvements are ready to proceed based upon the availability of funding.

CHECKLIST			
• Current copy of municipal tax map (printed to 11" x 17" size) identifying block and lot to be acquired.	Required		
• Current copy of Green Acres **Recreational and Open Space Inventory (ROSI)**	Required		
• **Site Plans,** including landscape design and any floor plans. Plans should be prepared by a licensed professional (i.e. arechitect, engineer, planner, landscape architect, etc.) Site plans should identifiy all existing and proposed facilities and any areas of grading, drainage, or proposed tree clearing.	Required		
• Breakdown of construction and maintenance **cost estimates** including operations plan, prepared and signed and sealed by a licensed professional.	Required		
• **Property ownership or lease** documents.	Required		
• **Phased construction punch list** (ONLY items on this list will be reimbursable by HCOSTF grant)	Required		
• **Contract documents** that include the credentials of the project team.	Required		
• **Operation plan-** time line of phases	Required		
• **Non Profits-**letter of endorsement from host municipality as well as an agreement that if selected for funding the municipality will partner with the local nonprofit as a co-grantee on the grant agreement	Required		
• **Property appraisal** prepared in accordance with NJ DEP Green Acres Scope of Work for Appraisal Services, available online at the following webpage: http://www.nj.gov/dep/greenacres/appscope.pdf	Required		
• **Preliminary assessment**, as defined by N.J.A.C.7:26E-3.1, conducted on the property to identify the presence of any potentially contaminated areas of concern. The report should be conducted in accordance with NJ DEP Green Acres requirements available online at: http://www.nj.gov/dep/greenacres/prelim.htm	Required		
	Yes	No	N/A
• **Municipal resolution** authorizing the application (required for full application)	☐	☐	☐
• Aerial map, if available. An aerial map may be generated using the **NJ DEP i-Map** environmental mapping tool available on the web at: http://www.state.nj.us/dep/gis/depsplash.htm	☐	☐	☐
• Property survey signed and sealed by a NJ Licensed Land Surveyor. The survey should be prepared according to the NJ DEP Green Acres Standard Scope of Survey Services, available online at following webpage: http://www.nj.gov/dep/greenacres/survey/scope.html	☐	☐	☐
• Digital images, photographic slides, and/or prints of the project site, if available.	☐	☐	☐
• Letters of support (i.e. municipal officials, local planning and zoning boards, neighborhood associations, residents).	☐	☐	☐
• Please review the Americans with Disability Act (ADA) Standards for Accessible Design guidelines available on the web at: http://www.ada.gov/adastd94.pdf If applicable, have they been included in the Conceptual Site Plan?	☐	☐	☐
• For Historic Preservation projects: Adherence to the Interior Standards http://www.nj.gov/dep/hpo/3preserve/preserve.htm	☐	☐	☐

Projected ending date for project: _____

Stephen D. Marks

Signature

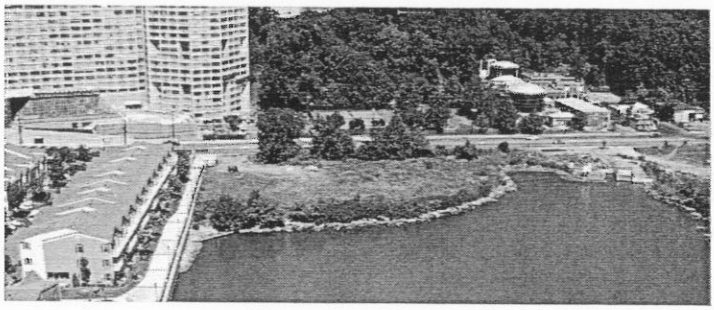
Municipal Manager/City of Hoboken

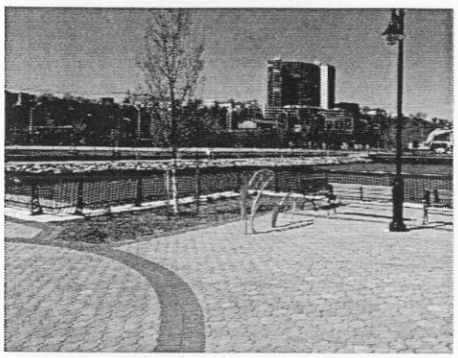
Title/Organization

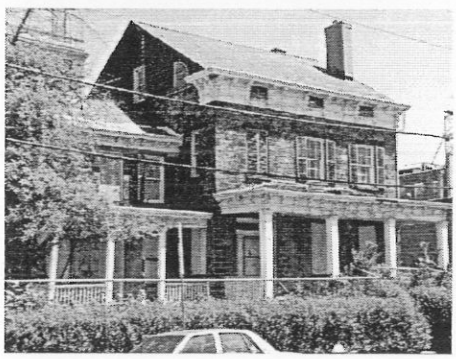
09/25/2015

Date

Hudson County Office Use
□ Further Review Required
□ LOI Review Meeting Scheduled- Date _____
□ LOI Complete







2013 Hudson County Open Space Funding Guidelines

Resolution No. 211-6-2012

HUDSON COUNTY

Hon. Thomas A. DeGise, County Executive

William Gaughan, Chief of Staff

Abraham Antun, County Administrator

Laurie Cotter, Deputy County Administrator

Michelle E. Richardson Director of Parks and Community Services

Massiel M. Ferrara, PP,AICP, Division Chief of Planning

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

Hon. Anthony Romano, Chairperson
District 5

Hon. Jose Munoz Vice-Chairperson
District 7

Hon. Thomas Liggio, Chairperson Pro Tempore
District 8

Hon. Doreen DiDomenico
District 1

Hon. William O'Dea
District 2

Hon. Jeffery Dublin
District 3

Hon. Junior Maldonado
District 4

Hon. Tilo Rivas
District 6

Hon. Albert Cifelli,
District 9

HUDSON COUNTY OPEN SPACE ADVISORY BOARD

Joseph Liccardo, Chair, Business Community Board Member

Henry Sanchez, Vice Chair, Historic Preservation Board Member

Massiel M. Ferrara, Secretary, Hudson County Division of Planning, Board Member

William LaRosa, Hudson County Office of Cultural and Heritage Affairs, Board Member

Joseph Cecchini, Hudson County Division of Parks, Board Member

Kernal A. Thomas, Environmental Board Member

Carter Craft, Conservation Board Member

John Cellini, Parks & Recreation Board Member

John Baier, Hudson County Executive's Liaison, Ex-Officio Member

Hon. Jeffrey Dublin, Hudson County Board of Chosen Freeholders' Liaison, Ex-Officio Member

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I. INTRODUCTION

New Jersey P.L. 1997, c. 24, permits New Jersey county governments to establish a dedicated trust fund to acquire land for conservation, open space purposes, recreational facility enhancements, and farmland and historic preservation. Under State Law, New Jersey counties are required to obtain voter approval for the creation and funding of such a trust fund.

On June 26, 2003, the Hudson County Executive requested, and the Hudson County Board of Chosen Freeholders approved, a resolution authorizing the placement of a public question (referendum) on the general election ballot for the establishment of a County Open Space, Recreation, & Historic Preservation Trust Fund. This was sanctioned under the enabling legislation of the NJ Open Space Act (NJSA 40:12), which allows a municipal tax levy for the purposes of acquisition and development of open space, historic preservation, and park improvements. On November 4, 2003, the ballot question was approved by a two-to-one majority of County voter participants.

The Board of Chosen Freeholders, by resolution dated December 23, 2003, voted to establish a trust fund entitled "The Hudson County Open Space, Recreation & Historic Preservation Trust Fund" (hereinafter "Trust Fund").

The Trust Fund is funded through a property tax assessment to be approved annually by the Board of Chosen Freeholders, at a rate not to exceed one cent ($0.01) per $100.00 of the Total County equalized real property valuation.

II. GENERAL PROVISIONS

A. Statement of Purpose

This document is created for the following purposes:

1. To establish the process, policy and procedures by which the County of Hudson will provide funding from the Trust Fund to eligible open space, recreation, cultural, tourism and historic preservation projects countywide.

2. To establish procedures by which the County of Hudson will ensure that lands acquired in conjunction with funding from the Trust Fund will remain in use for conservation, recreation, or historic preservation purposes in perpetuity.

B. Scope

This document constitutes the rules governing the review and award of grants. It establishes project eligibility requirements, applicant eligibility, application requirements, application review criteria, application review governance, roles and responsibilities, funding award categories and criteria, grant terms, and program administrative requirements.

C. Document Review

This document may be amended from time to time by the County of Hudson, with recommendations from the Open Space Trust Fund Advisory Board and the public at large. Amendments to the document will become effective upon recommendation of the Hudson County Executive and the approval of the Board of Chosen Freeholders.

D. Severability

If any court of competent jurisdiction declares any provision of this document ineffective or invalid, that provision shall be severed and all remaining provisions shall continue in full force and effect.

E. Information

Unless otherwise specified, any questions and all submissions required under this document should be directed to the Department of Parks and Community Services, Division of Planning, Meadowview Campus, Building One, Floor Two, 595 County Avenue, Secaucus, New Jersey 07094.

III. DEFINITIONS

The following words and terms shall have the following meaning unless the context clearly indicates otherwise:

Acquisition – the securing of a fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation.[1]

American with Disabilities Act II – State and Local Government Activities -Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities.

State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities. Public entities are not required to take actions that would result in undue financial and administrative burdens. They are required to make reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity being provided.[2]

Aquatic Ecosystem – Waters of the United States, including wetlands that serve as habitat for interrelated and interacting communities and populations of plants and animals.[3]

Aquifer Recharge Protection Area – Lands through which water of significant volume and high quality moves down to an underlying groundwater reservoir.[4]

Berm – A mound of soil, either natural or constructed, used for one or more of the following purposes: screen, buffer, separator, landscape feature, noise attenuation, dam, or storm water control.[5]

Bicycle Lane – A portion of a roadway which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicycles.[6]

Bicycle-Compatible Roadway – A road designed to accommodate the shared use of the roadway by bicycles and motor vehicles.[7]

Bikeway – Any road, path, or way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.[8]

---

[1] The Morris County Open Space and Farmland Preservation Trust Fund. 2010. Online. http://www.morrispreservation.org/TrustFundRulesRegs.pdf. Accessed 5 August 2013.
[2] U.S. Department of Justice, Civil Rights Division. A Guide to Disability Rights Laws. 2009. Online. http://www.ada.gov/cguide.htm. Accessed 5 August 2013.
[3] New Jersey Department of Environmental Protection. Freshwater Wetlands Protections Act Rules. 12 October 2012. Online. http://www.nj.gov/dep/landuse/fww/def.html. Accessed 5 August 2013.
[4] See note 1.
[5] New Jersey Department of Community Affairs. Residential Site Improvement Standards. 2013. Online. http://www.state.nj.us/dca/divisions/codes/codreg/pdf_regs/njac_5_21.pdf. Accessed 5 August 2013.
[6] U.S. Federal Highway Administration. Federal-Aid Policy Guide. 9 December 1991. Online. http://www.fhwa.dot.gov/legsregs/directives/fapg/cfr0652.htm. Accessed 2 August 2013.
[7] City of Portland Zoning Ordinance

Brownfields – With certain legal exclusions and additions, the term "brownfield site" means real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.[9]

Capital Improvement – shall include, in addition to buildings, any structures, fixtures, edifices, byways, parking lots, service facilities, and any other facility necessary and incidental to the lawful performance of any function of a county or municipality.[10]

Capital Improvement Program (CIP) – The municipal or county Capital Improvement Program is the minimum six year program of public works projects that the municipality/county expects to undertake, together with a general statement of funding sources and cash flows. The first year of the CIP is the Capital Budget, a more explicit statement of work with revenue and expense accounting.

Channel – Any natural or man-made waterway or course through which to convey the constant or intermittent flow of water.[11]

Conservation Easement – An easement, covenant, restriction or other interest in real property, which limits or restricts development, management or use of such real property for the express purpose of preserving or maintaining the scenic, open, historic, archaeological, architectural, forest, or natural condition, character, significance or amenities of real property in a manner consistent with public policy and purpose, whether created under common law or pursuant to the provisions of State Law. A conservation easement may include affirmative rights of public access, management and use.[12]

Consumer Product Safety Commission (CPSC)- The U.S. Consumer Product Safety Commission (CPSC) has created guidelines for both public playground and home playground equipment. The Public Playground Safety Handbook can be seen here: http://www.cpsc.gov/PageFiles/122149/325.pdf

Coastal Zone Management Act – The Federal legislation mandates a comprehensive program of planning and development regulations for each State having a coastline.

Community Gardens – A plot of land gardened by a group of people, typically organized through an open and publicly functioning organization or a local government body.

Connectivity – the density of connections in path or road network and the directness of links. A well-connected road or path network has many short links, numerous intersections, and minimal dead-ends (cul-de-sacs). As connectivity increases, travel distances decrease and route options increase, allowing more direct travel between destinations, creating a more accessible and resilient system.[13]

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[8] See note 5.
[9] US Public Law 107-118 (H.R. 2869)
[10] NJSA 40A:12-2- Local Land and Buildings Law
[11] New Jersey Department of Community Affairs. Residential Site Improvement Standards. 2013. Online. http://www.state.nj.us/dca/divisions/codes/offices/rsis.html/ Accessed 5 August 2013.
[12] New York State Department of Environmental Conservation. Online. http://www.dec.ny.gov/docs/permits_ej_operations_pdf/exhibit111.pdf. Accessed 5 August 2013.
[13] Victoria Transport Planning Institute TDM Encyclopedia. Online. http://vtpi.org/tdm/. Accessed 5 August 2013.

Conservation Plan Element – That portion of a master plan that describes the community's existing and anticipated resources of energy, water supply, etc.

County Master Plan – A composite of the Master Plan for physical development of a New Jersey County with the accompanying maps, plats, charts, and descriptive and explanatory matter adopted by the County Planning Board, pursuant to N.J.S. 40:27-2, 40:27-4.[14]

County Planning Board – The governing authority responsible for the county planning and organized pursuant to N.J.S. 40:27-6.1.

Crime prevention through environmental design (CPTED) – CPTED attempts to reduce or eliminate criminal opportunities by using elements of the environment to (1) control access; (2) provide opportunities to see and be seen; and (3) define ownership and encourage the maintenance of territory.[15]

Critical Habitat for Fauna or Flora – (1) For Fauna, areas which serve an essential role in maintaining commercially and recreationally important wildlife, particularly for wintering, breeding, spawning and migrating activities; (2) For Flora, areas supporting rare or unique plant species or uncommon vegetation communities in New Jersey.[16]

Cultural Resource Acquisition Project – projects to acquire lands that provide or could provide access to outdoor performing or fine art facilities.[17]

Culture – Includes knowledge, belief, art, morals, law, custom, and any other capacities and habits acquired by man as a member of society.[18]

Debt Service – annual payments of principal and interest on loans used for the acquisition of open space, the preservation or improvement of open space, recreational space, or historic sites.

Design Standards – Standards that set forth specific improvement requirements.[19]

Eligible Costs – Costs incurred that can be funded through an award of the Trust fund, i.e., purchase of land, engineering, architect fees, construction site improvements, debt issuance and related bond counsel fees.

Environmental Justice – The fair treatment and meaningful involvement of all people regardless of race, color, sex, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations, and policies.[20]

Floodway – Land, and the space above that land, which lies within the inner portion of the flood hazard area, and which is mathematically determined to be required to carry and

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[14] NJ S2852
[15] US Department of Justice. Community Oriented Policing Services. Online. http://www.cops.usdoj.gov/Publications/ Accessed 8 August 2013.
e0807391.pdf pp. 5
[16] N.J.A.C. 77A
[17] Passaic County Open Space and Farmland Preservation Trust Fund Application Guide.
[18] Tylor, Sir Edward Burnett. Primitive Culture: Researches Into the Development of Mythology, Philosophy, Religion, Languages, Art and Customs. 1871.
[19] See note 5.
[20] United States Environmental Protection Agency. Report on the Environment Glossary. 2008. Online. http://www.epa.gov/roe/glossary.htm. Accessed 5 August 2013.

discharge floodwaters resulting from the 100-year flood under certain conditions. The floodway always includes the channel and often includes land adjacent to the channel. The floodway is normally characterized by faster and deeper flows than the flood fringe, which is the portion of the flood hazard area outside the floodway.[21]

Flood Hazard Area – Structures, fill and vegetation that are situated on land that lies below the flood hazard area design flood elevation are described as being "in" or "within" the flood hazard area. The inner portion of the flood hazard area is called the floodway and the outer portion of the flood hazard area is called the flood fringe. The "Special Flood Hazard Area," as defined by FEMA, is the land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps.[22]

Flora/Fauna Protection Project – a project to acquire and/or enhance lands essential for the conservation of significant flora and/or fauna species, which require special management consideration or protection. Habitat areas of threatened and endangered species are also included.

Freshwater Wetland – An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; provided, however that the Department of Environmental Protection, in designating a wetland, shall use the 3-parameter approach (i.e., hydrology, soils, vegetation) enumerated in the April, 1987 interim-final draft Wetland Identification and Delineation Manual, and any subsequent amendments thereto. These include tidally influenced wetlands which have not been included on a promulgated map pursuant to the Wetlands Act of 1970.[23]

Golf Course – A daily public recreational facility, regulated by the rules of golf and related improvements associated with such a facility, which can be categorized into one of the following: par 3, executive, and regulation courses.

Governing Body – The body exercising general legislative powers in a county or municipality according to the terms and procedural requirements set forth in the form of government adopted by the county or municipality. For a non-governmental entity, its body exercising legislative voting powers, i.e., Board of Directors, Board of Trustees.[24]

Green Infrastructure – Green infrastructure uses vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a city or county, green infrastructure refers to the patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, green infrastructure refers to stormwater management systems that mimic nature by soaking up and storing water. Such systems include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bioswales, permeable pavements, green alleys and streets, green parking, green roofs, urban tree canopy, and land conservation.[25]

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[21] See note 3.
[22] Ibid.
[23] NJ A2171
[24] NJ Local Redevelopment and Housing Law
[25] United States Environmental Protection Agency. What is Green Infrastructure?. 11 January 2013. Online.

Green Roofs – Roofs covered with growing media and vegetation that enable rainfall infiltration and evapotranspiration of stored water.[26]

Green Spaces – a plot of undeveloped land separating or surrounding areas of intensive residential or industrial use that is maintained for recreational enjoyment.[27]

Parkland Projects – A project to acquire and/or enhance recreational lands, waters, natural ecosystems, historic sites, wetlands, wildlife habitats, urban parks and scenic setting for the enjoyment of the public.

***Green Streets and Alleys –** Streets and alleys that integrate green infrastructure elements into their design to store, infiltrate, and evapotranspire stormwater. Permeable pavement, bioswales, planter boxes, and trees are among the many green infrastructure features that may be woven into street or alley design.[28]

Greenways Project – A project to acquire and/or enhance land which provides a linkage to recreational lands, water, natural ecosystem, historic sites, wetlands, wildlife habitats, urban parks and scenic settings, for the enjoyment of the public. Greenways may include, but are not limited to bikeways, trails, and stream and river corridors.

Habitat – The natural environment or area of an individual animal or plant, population, or community, comprising both physical and biotic factors.

Hackensack Meadowlands – All those meadowlands lying within the municipalities of Carlstadt, East Rutherford, Little Ferry, Lyndhurst, Moonachie, North Arlington, Ridgefield, Rutherford, South Hackensack, and Teterboro all in Bergen County; and Jersey City, Kearny, North Bergen and Secaucus, all in Hudson County.

Head Waters – The point on a non-tidal stream above which the average annual flow is less than five cubic feet per second. The Department of Environmental Protection may estimate this point from available data by using area annual precipitation, area drainage basin maps, and the average annual runoff coefficient or by similar means.

Heat Island – An urban area characterized by temperatures higher than those of the surrounding non-urban area. As urban areas develop, buildings, roads, and other infrastructure replace open land and vegetation. These surfaces absorb more solar energy, which can create higher temperatures in urban areas.

Historic District – One or more historic sites and intervening or surrounding property significantly affecting or affected by the quality and character of the historic site or sites.[29]

Historic Preservation – The performance of any work relating to the stabilization, repair, rehabilitation, renovation, restoration, improvements, protection, or preservation of a historic property, structure, facility, site, area, or object.[30]

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http://water.epa.gov/infrastructure/greeninfrastructure/gi_what.cfm#greenroofs. Accessed 5 August 2013.
[26] Ibid
[27] Ibid
[28] Ibid
[29] NJ A3193
[30] NJ S2572

Historic Preservation Plan Element – That portion of the Municipal Comprehensive Master Plan that (1) describes historic and cultural resources within the community and (2) provides policy guidance as to how those resources might be protected and incorporated as useful working elements of a comprehensive community and economic development program.

Historic Preservation Restriction – An interest in land less than fee simple absolute, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site which is historically significant for its architecture, archeology or associations, to forbid or limit any or all:

1. Alteration in exterior or interior features of such structure;
2. Changes in appearance or condition of such site;
3. Uses of such structure or site which are not historically appropriate;
4. Other acts or uses detrimental to the appropriate preservation of such structure or site.[31]

Historic Property, Structure, facility, Site, Area, or Object - Any property, structure, facility, site, area, or object approved for inclusion on the New Jersey Register of Historic Places, or which meets the criteria for inclusion on said Register pursuant to P.L. 1970 c. 268 (C.13:1B -15.128 et seq.) or a Certified Local Government.[32]

Historic Resource – Any site, building, area, district, structure or object important in American history, architecture, archaeology, and culture at the national, state, county, regional or local level.

Historic Site – Any real property, man-made structure, natural object or configuration or any portion or group of the foregoing of historical, archaeological, cultural, scenic or architectural significance.[33]

Hydric Soils – A soil that in its natural condition is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of hydrophytic vegetation.[34]

Improvement – (a) Any constructed element which becomes part of, is placed upon, or is affixed to real estate; (b) the development and improvement of parks and recreational facilities.[35]

Impervious Surface – A hard surface area that either prevents or retards the entry of water into the soil mantle or causes water to run off the surface in greater quantities or at an increased rate of flow. Common impervious surfaces include rooftops, walkways, patios, driveways, parking lots, storage areas, concrete or asphalt paving, and gravel roads.[36]

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[31] New Jersey Codes Title 13 Section 13:8B
[32] NJ S3078
[33] N.J.S. 40:55D-4
[34] US Department of Agriculture (USDA) Soil Conservation Service (SCS) 1985, as amended by the National Technical Committee for Hydric Soils (NTCHS) in December 1986
[35] N.J.A.C. 5:21; NJ P.L.2001, c.232
[36] See note 17.

Ineligible Costs – Customary costs, or "soft costs," incurred above the limit set forth (up to 2% of Trust Fund) that will not be funded through an award from the Trust Fund, i.e., appraisal costs, wetland delineation, property survey, title search, legal expenditures other than bond counsel fees.

Lake, Pond or Reservoir – Any impoundment, whether naturally occurring or created in whole or in part by the building of structures for the retention of surface water.[37]

Lands – Lands, improvements, and structures thereon or rights, franchises and interest therein. This term shall also include and mean any and all interest in lands amounting to less than fee title, including permanent and temporary easement, including conservation easements and rights-of-way.[38]

Land Access Projects – A project to acquire and/or enhance lands for access to state, federal or other county or Municipal Park and open space areas.

Land Conservation – Protecting open spaces and sensitive natural areas within and adjacent to cities can mitigate the water quality and flooding impacts of urban stormwater while providing recreational opportunities for city residents. Natural areas that are particularly important in addressing water quality and flooding include riparian areas, wetlands, and steep hillsides.

Local Certified Historic District – A district that 1) meets the criteria for registration, and 2) is governed by a state or local statute or ordinance that protects the historic resources of the district.[39]

Local Share or Match- non-EDA funds and any In-Kind Contributions that are approved by EDA and provided by Recipients or third parties as a condition of an Investment. The Matching Share may include funds from other Federal Agencies only if authorized by statute that allows such use, which may be determined by EDA's reasonable interpretation of such authority.[40]

Lot – A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.[41]

Low Impact Development – an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product.[42]

Municipal Master Plan – A composite of one or more written or graphic proposals for development of the municipality as set forth and adopted pursuant to N.J.S. 40:55D-28.

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[37] N.J.A.C. 7:9B
[38] N.Y. Environmental Law § 51-0101
[39] New Jersey Historic Preservation Office. New Jersey and National Register of Historic Places. Online. http://www.nj.gov/dep/hpo/1identify/nrsr_lists.htm. Accessed 5 August 2013.
[40] 13 CFR 300.3 [Title 13 -- Business Credit and Assistance; Chapter III -- Economic Development Administration, Department of Commerce; Part 300 -- General Information
[41] NJ S2852
[42] See note 20.

Municipality – Any city, borough, village, town or township of the State but not a county or a school district.[43]

Navigable Waters – Deep enough and wide enough to afford passage to watercraft, including canoes, at high tide. Navigability will also apply to areas upstream of obstructions (for example, culverts), provided that the water course is still tidally influenced in the upstream area.[44]

New Jersey Meadowlands Commission – The legislative and quasi-judicial body for the Hackensack Meadowlands area, which encompasses parts of Hudson and Bergen Counties.

New Jersey State Planning Act – N.J.S. 52:18A-196 et seq. – The general enabling legislation for statewide policy planning.

Nonpoint Source – A diffuse source of pollution, having no single point of origin. This term is commonly used to describe water pollution caused by rainfall or snowmelt moving over and through the ground and carrying natural and human-made contaminants into lakes, rivers, streams, wetlands, estuaries, other coastal waters, and ground water. Atmospheric deposition and hydrologic modification are also sources of nonpoint water pollution.[45]

Official Map – A map adopted by ordinance pursuant to "Municipal Land Use Law", N.J.S. 40:55D-32 et seq.

Official County Map – The map, with changes and additions thereto, adopted and established, from time to time, by resolution of the Board of Chosen Freeholders, pursuant to the "County Planning Act", N.J.S. 40:27-5 et seq.

Open Space – Land or water areas to be retained in a largely natural or undeveloped state, for the purpose of, among other things, providing parkland or green spaces, protecting ecologically sensitive areas, preserving flora and wildlife, or protecting or preserving areas of scenic, historic and cultural values while at the same time affording, whenever practical, public outdoor recreational opportunities for county residents. "Open Space" may include a recreational area such as a golf course if the acquisition serves the objective of the open space trust fund act by protecting a largely underdeveloped area from future development.

Open Space also means projects to acquire and/or enhance lands, which are open or natural, and necessary to preserve the ecological, scenic, recreational or historical values of such land. Open space projects include, but are not limited to, the following types of projects: streams, right projects; open or natural land projects including additions to existing owned outdoor recreation areas; Greenways/Parklands Projects; aquifer recharge area projects; watershed protection projects; and waterfront protection projects.[46]

Parcel – Any quantity of land, consisting of one or more lots, that is capable of being described with such definiteness that its location and boundaries may be established.

Playground Safety Law- New Jersey enacted a playground safety law on March 23, 1999 New Jersey Playground Subcode 5:23 - 11.1to require that the Department of Community Affairs and Department of Education promulgate rules and regulations for the design, installation,

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[43] NJ 40:37A-45
[44] NJAC 7:7E-1.5
[45] See note 20.

inspection, and maintenance of playgrounds. This law also mandates that those rules and regulations be those contained within the CPSC guidelines. Further, it requires that special provisions be included to address playgrounds appropriate for children in childcare settings. Government entities and private entities must upgrade their playgrounds to satisfy the rules and regulations for surfacing within five years and for all other elements within eight years. Non-profit entities must upgrade their playgrounds to satisfy the rules and regulations for surfacing within five years and for all other elements within fifteen years. All playgrounds built more than six months after the effective date of the rules and regulations must conform to those rules and regulation. New Jersey PIRG was instrumental in achieving this statewide mandate.

Pollutant – Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and non-hazardous pollutants.[47]

Project ready – An application or project that can commence immediately upon approval or release of awarded funds. A "project ready" application, at minimum includes the following:

1. For acquisition projects- property appraisal; and recent land survey (completed by a NJ licensed surveyor); and preliminary assessment or site investigation (PASI completed by a qualified environmental professional).

2. For park and recreation improvements- Site plans signed & sealed by a licensed professional (PE, AIA, CLA, etc.); and itemized construction cost estimates; and where applicable, all necessary approvals and permits (NJ DEP, ACOE, Soil Conservation, etc.).

3. For historic preservation- Plans prepared by a licensed architect, engineer, or historic preservation specialist.

Property – The area contained within the legal boundary as defined by municipal block and lot, or right-of-way description as set forth in the deed for that area.[48]

Rain Garden – Rain gardens (also known as bioretention or bioinfiltration cells) are shallow, vegetated basins that collect and absorb runoff from rooftops, sidewalks, and streets. Rain gardens mimic natural hydrology by infiltrating and evapotranspiring runoff. Rain gardens are versatile features that can be installed in almost any unpaved space.[49]

Real Property – Lands within or without the State, above or below water, and improvements thereof or thereon, or any riparian or other rights or interests therein.[50]

Recharge – Water added to an aquifer-- for instance, rainfall that seeps into the ground.[51]

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[46] See note 1.
[47] NJ Farm Bureau
[48] NJ Freshwater Wetlands Protection Act

***Recreation Activities –** Activities that involve relatively vigorous or organized action such as soccer, ball playing, jogging, pitching, playground areas, roller hockey, skateboarding, and the like. Passive recreational activities include less vigorous organized use such as simple appreciation of natural areas, possibly involving hiking, or simply viewing open land or waters.

Recreational Facility, Intensive – Any recreational facility which does not satisfy the definition of Low Intensity Recreational Facility including but not limited to golf courses, marinas, amusement parks, hotels and motels.[52]

Recreational Facility, Low Intensive – A facility or area which complies with the standards in N.J.A.C. 7:50-5, part III, utilizes and depends on the natural environment and requires no significant modifications of that environment other than to provide access, and which has an insignificant impact on surrounding uses or on the environmental integrity of the area. It permits such low intensity uses as fishing, canoeing, nature study, orienteering, horseback riding, and bicycling.[53]

Recreational Land – Land & water areas that provide opportunities for outdoor active or passive activities.

Right-of-Way (ROW) – A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, gas pipeline, water main, sanitary or stormwater sewer main, shade tree, or for another special use.[54]

Scenic Acquisition Projects – A project to acquire and/or enhance lands to maintain the scenic nature of an area.

Secretary of the Interior's Standards for the Treatment of Historic Properties – The standards are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The standards offer four distinct approaches to the treatment of historic properties:

1. Preservation – focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

2. Rehabilitation – acknowledges the need to alter or add to a historic peroperty to meet continuing or changing uses while retaining the property's historic character.

3. Restoration – depicts a property at a particular period of time in its history, while removing evidence of other periods.

4. Reconstruction – re-creates vanished or non-surviving portions of a property for interpretive purposes

Shade Tree Program – Acquisition and installation of shade trees to facilitate urban forestry, gateway landscaping, and vegetative buffers.

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[49] US EPA
[50] NJ County Improvement Authorities Law
[51] USGS
[52] Township of Evesham, NJ Municipal Code. 31 December 2012. Online. http://ecode360.com/EV0481. Accessed 5 August 2013.
[53] See note 40.
[54] See note 6.

NJ State Development and Redevelopment Plan – The Statewide Policy Plan that establishes policies for planning, programming, funding, installation, and maintenance of public capital infrastructure.

Steep Slopes – Slopes over fifteen (15%) percent gradient.[55]

***Steep Slopes Project –** A project to acquire and/or enhance steep slopes for the purpose of providing parkland and/or green spaces.[56]

Stewardship – The conducting, supervising, or managing of something; especially the careful and responsible management of something entrusted to one's care; stewardship of natural resources. [Merriam-Webster 2013]; Environmental stewardship – the responsibility for environmental quality shared by all those whose actions affect the environment.[57]

Stormwater – Runoff generated when precipitation from rain and melted snow flows over land or impervious surfaces and does not percolate into the ground. As the runoff flows over the land or impervious surfaces (paved streets, parking lots, and building rooftops), it accumulates debris, chemicals, sediment or other pollutants that could adversely affect water quality if the runoff is discharged untreated.[58]

Stream Rights Project – A project to acquire and/or enhance lands that provide public fishing rights on quality streams or rivers.

Superfund – A program, operated under the legislative authority of the Comprehensive Environmental Response, Compensation, and Liability Act and the Superfund Amendments and Reauthorization Act, that funds and carries out EPA solid waste emergency and long-term removal and remedial activities. These activities include establishing the National Priorities List, investigating sites for inclusion on the list, determining their priority, and conducting and/or supervising cleanup and other remedial actions.[59]

***Sustainability –** Creates and maintains the conditions under which humans and nature can exist in productive harmony, that permit fulfilling the social, economic and other requirements of present and future generations. [60]

Sweat Equity- is an interest or increased value in a property earned from the owner's labor toward upkeep or restoration[61]

Threatened or Endangered Species – Species identified pursuant to the Endangered and Non-game Species Conservation Act, N.J.S.A. 23:2A-1, et seq., or those identified pursuant to the Endangered Species Act of 1973, 16 USC 1531 et al., and subsequent amendments thereto.

Tidal Waters – Fresh or saline waters under tidal influence, up to the head of the tide.[62]

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[55] See note 17.
[56] Ibid.
[57] See note 20.
[58] Ibid.
[59] Ibid.
[60] Ibid.
[61] www.investopedia.com
[62] NJAC 7:7A-1.4

Urban Ecosystem – Both the natural ecology and the human infrastructure of an urban environment, and the interaction between the two.

Vacancy – Any unoccupied land, structure, or part thereof that is available and suitable for occupancy.

Walkway – A continuous way designated for pedestrians and separated from the through lanes for motor vehicles by space or barrier.

Watershed – The smallest drainage area of a specific creek, stream, river, pond, lake, or other surface water body within which a particular site is located.[63]

Watershed Protection Project – A project to acquire lands within the watershed of a publicly owned water supply reservoir.[64]

Water Supply Reservoir – An impoundment of surface waters, the primary purpose of which is water supply.[65]

Wetland – An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; provided, however, that the NJ Department of Environmental Protection, in designating a wetland, shall use the three-parameter approach (that is, hydrology, soils and vegetation) enumerated in the 1989 Federal Manual. These include tidally influenced wetlands which have not been included on a promulgated map pursuant to the Wetlands Act of 1970, N.J.S.A. 13:9A-1 et seq. [66]

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[63] NJAC 7:7A-1.4
[64] See note 1.
[65] Ibid.
[66] N.J.A.C. 7:7A Freshwater Wetlands Protection Act Rules

IV. GOVERNANCE

A. Membership

The Office of the County Executive will be represented by a board liaison, a non-voting member of the Advisory Board, selected by the County Executive.

The Board of Chosen Freeholders will be represented by a board liaison, a non-voting member of the Advisory Board, selected by the Chairman of the Board of Chosen Freeholders.

In absence of a quorum (five of the nine voting members), the board liaison for the County Executive or Board of Chosen Freeholders may have voting privileges.

The County Executive, with the advice and consent of the Board of Chosen Freeholders, shall appoint voting members to the Open Space Trust Fund Advisory Board from the following categories:

OPEN SPACE TRUST FUND ADVISORY BOARD VOTING MEMBERSHIP

1. Hudson County Division of Parks, Board Member
2. Hudson County Division of Planning, Board Member
3. Hudson County Division of Housing and Community Development, Board Member
4. Hudson County Office of Cultural and Heritage Affairs, Board Member
5. Conservation Board Member
6. Environmental Board Member
7. Historic Preservation Board Member
8. Parks & Recreation Board Member
9. Business Community Board Member

Every member of the Open Space Advisory Board shall be a resident of Hudson County.

B. Responsibilities

1. The primary responsibility of the Open Space Trust Fund Advisory Board, (hereinafter "Advisory Board") is for the systematic review and recommendation of applications for funding consideration from the Trust Fund, in accordance with the policies and procedures as established by this document set forth herein.

2. The Advisory Board will work closely with the County of Hudson to:

a. Assist in the periodic review of the County's adopted Open Space and Recreation Plan, and Historic Preservation Plan;

b. Review, prioritize and recommend projects for open space, recreation, and historic preservation purposes; and

c. Review and recommend, as necessary, amendments to the policies and procedures outlined in this document for the Trust Fund.

3. Conduct outreach to the general public, municipalities and community groups.

C. Term of Office

1. The Term of Office of all voting members of the Advisory Board shall be for three years, except the initial term, which shall be as follows:

Hudson County Division of Parks, Board Member - 1 year
Hudson County Office of Cultural & Heritage Affairs, Board Member - 1 year
Historic Preservation, Board Member - 1 year
Hudson County Division of Planning, Board Member - 2 years
Conservation, Board Member - 2 years
Parks & Recreation, Board Member -2 years
Hudson County Division of Housing & Community Development, Board Member - 3 yrs
Environmental, Board Member - 3 years
Business Community, Board Member - 3 years

All future appointees to these positions shall, thereafter, revert to a three year term.

2. All members shall serve on as voluntary basis without compensation.

3. Every member shall be a resident of Hudson County.

4. No member of the Advisory Board shall be an elected official in any jurisdiction.

5. No member of the Advisory Board shall be an employee of any of Hudson County's municipalities or their other local governmental units.

D. Replacement of Members

1. A member shall serve until the nomination and qualification of his/her successor shall be complete.

2. A member having three (3) consecutive absences from scheduled meetings of the Advisory Board (without providing advanced notification), shall be deemed as resigned from the position, and a successor appointed to fill his/her unexpired term, in accordance with appointment procedures as stated in this document. The Advisory Board shall send notice to the County Executive of any member warranting such resignation.

3. Any other vacancies on the Advisory Board shall be filled by a subsequent appointment to fill the unexpired term, in accordance with appointment procedures as stated in this document.

E. Officers and Duties

1. There shall be a Chairperson, Vice Chairperson and Secretary of the Advisory Board.

2. The Officers shall be elected at the annual reorganization meeting by a majority vote of the total number of voting members of the Advisory Board. The initial organizational meeting shall take place no later than 30 days after the approval of this document and confirmed appointments to the Advisory Board. Thereafter, a reorganization meeting shall take place annually during the month of January.

3. The term of office of all officers shall be for a one - (1) year term, or until a successor has been elected.

4. The Duties of the Chairperson shall include, but not necessarily be limited to, the following:

- **a.** Establish a schedule of meeting dates;
- **b.** Preside at all regular and special meetings;
- **c.** Sign such documents as are necessary on behalf of the Advisory Board; and
- **d.** Perform all duties that may be necessary and appropriate to carry out the responsibilities of the office.

5. In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. In the absence of the Vice-Chairperson, the most senior private-citizen board member shall perform the duties of the Chairperson.

6. A simple majority (five (5) of the voting members (9)) of the Board shall constitute a quorum for voting sessions.

7. A quorum is not required to hold work/review sessions.

8. An affirmative vote of the majority of members present shall indicate passage of any item subject to a vote.

9. Those members who are absent from the application presentations and/or site visits shall certify that they have fully reviewed the application and visited the site in order to be eligible to consider the merits of the application for funding.

10. Conflict of Interest- any Advisory Board member who has an affiliation to any project where an application has been submitted for the Advisory Board to review and recommend funding, must recuse him or herself from the application process of that particular project. "Affiliation" shall be construed to mean a connection to the project by way of familial, employment, elected official and/or board relationship. "Application Process" shall be construed to mean participation in the presentation, discussion, and voting of the project in question. A member who has recused him or herself from hearing a particular application is not precluded from participation in other applications before the Advisory Committee.

V. FUNDING GUIDELINES

A. Eligible Applicants

The following entities are eligible to participate in the application process for funding consideration from the Trust Fund:

1. The County of Hudson;
2. All Hudson County government agencies and its affiliates;
3. Any of the twelve (12) municipalities in the County of Hudson; and
4. Local entities, non-profit corporations, and qualified charitable conservancies located within the County of Hudson that have received tax exemptions under section 501(c)3 of the 1954 Internal Revenue Code. Local entities are required to partner with the local municipality where the project is located.

B. Eligible Purposes

Eligible purposes, as voted by referendum, and approved by the Board of Chosen Freeholders are:

1. Acquisition of land for conservation and recreation purposes.

2. Development and redevelopment of land existing or acquired for recreational, cultural, tourism and/or conservation purposes.

3. Preservation of historic properties, including the acquisition and historic preservation planning activities of such properties for historic preservation, this includes historical capital projects and historical rehabilitation plans or

4. Payment of debt service on indebtedness issued or incurred by the County of Hudson for any of the purposes stated in (1), (2), (3), or (4).

C. Eligible Costs

The following costs are deemed to be consistent with the purposes and intent of the Trust Fund and shall be eligible for application:

1. The acquisition of land for conservation and recreation purposes. Note- applicants are required to place the County on the deed when purchasing the property.

2. Construction management and/or construction administration of an Open Space Trust funded recreation or historic capital project or rehabilitation plan.

3. Up to 50% of the costs of preparing a historic preservation plan for the preservation, rehabilitation, restoration or reconstruction of a historic property under the Secretary of the Interior's Standards for the Treatment of Historic Properties. Such projects must result in the completion of site/construction plans related to all proposed historic preservation activities.

D. Ineligible Purposes

The following purposes are considered ineligible to receive funding:

1. Any maintenance, care, custodial, or policing expenditures associated with active and passive recreation, and historic sites.

2. Lands that are and will remain predominantly covered by buildings or structures not appropriate for environmental education, recreational use, or historic preservation.

3. Activities that will have a significant adverse impact on environmental resources or open space values.

4. Items that were not listed in the original grant agreement between the County and the applicant.

5. Sweat equity, an interest of increased value in a property earned from labor by the owner toward upkeep or restoration.

6. Soft costs, such as architectural design, engineering, planning, surveying, permitting, fees, legal, administrative, or environmental costs.

7. The preparation and completion of historic preservation studies with the aim of obtaining a Certification of Eligibility from the New Jersey Historic Preservation Office or for the purposes of determining the eligibility or the nomination of a property or structure for the State or National Register of Historic Places.

E. Allocation

The Trust Fund will be funded through a property tax assessment to be determined annually by the Board of Chosen Freeholders, at a rate not to exceed one cent ($0.01) per $100.00 of total County equalized valuation.

1. All of the money collected through the property tax assessment will be deposited into the Trust Fund and shall thereafter be disbursed for the following types of projects:

- **a.** Land Acquisition Projects,
- **b.** Development/Redevelopment Improvements for Recreation Conservation Projects,
- **c.** Historic Preservation Capital Projects and Rehabilitation Studies

2. Applicants shall not request more than $2,000,000 for a regional Open Space Acquisition or more than $1,000,000 for a local Open Space Acquisition. Regional acquisitions are deemed to serve the residents of two or more communities as defined by municipality, zip code or public high school. Local acquisitions are deemed to serve the residents of only one community as defined by municipality, zip code or public high school. An exception will only be considered based upon the extraordinary nature of the acquisition and its merit.

3. Applicants shall not request more than $1,000,000 for a regional Recreation, Conservation, Historic Preservation Capital or Rehabilitation project, or more than $500,000 for a local Recreation, Conservation, Historic Preservation Capital Project or Rehabilitation Plan. Regional projects are deemed to serve the residents of two or more communities as defined by municipality, zip code or public high school. Local projects are deemed to serve the residents

of only one community as defined by municipality, zip code or public high school. An exception will only be considered based upon the extraordinary nature of the project and its merit.

4. Any unexpended funds allocated to a specific project and determined by the County of Hudson as no longer needed for that project will return to the Trust Fund.

5. Indebtedness by the County of Hudson for eligible purposes as stated above will be set aside in an amount equal to the annual debt payment requirement prior to the annual allocation determination for new applications/projects.

F. Advisory Board Review and Recommendation

The Hudson County Division of Planning shall provide staff support and technical assistance to the Advisory Board.

The Advisory Board shall:

1. Schedule a timeline for the Letter of Intent process. Initial letter of interest will be submitted by interested applicants prior to full proposal. A Letter of Intent Form will be created for their use. Applicants must demonstrate how their project meets the new goals and objectives outlined in the 2013 Reexamination Report. They must have all required documentation, list matching funding, and show how the project is shovel ready.

2. Schedule one-on-one meetings with the applicant and Open Space support staff and at least one member of the Hudson County Open Space Trust Fund Advisory Board to review applicant's Letter of Intent. Once the Letter of Intent is deemed complete, applicant will be required to submit a full application to the Advisory Board.

2. Determine application completeness and eligibility according to the program statement approved by the Hudson County Board of Chosen Freeholders.

3. Review each application and rank each application according to the criteria established in said program statement and the 2013 Open Space Reexamination Report.

4. Forward the Advisory Board's recommendations to the County Executive for his/her consideration and funding allocation.

5. Upon final approval by the Board of Chosen Freeholders, the Advisory Board shall prepare an annual report.

G. County Executive's Submission of Proposed Projects

1. Upon receipt of the Advisory Board's recommendations by the County Executive, the County Executive shall formulate funding allocations for eligible projects for a 30-day review period.

2. The County Executive shall submit the Advisory board's recommendations with his/her funding allocations to the Board of Chosen Freeholders for its consideration.

H. Freeholder Funding Approval

1. Upon the release of the County's Executive's funding allocations, the Division of Planning shall schedule at least one public hearing held at least thirty (30) days after the transmittal of funding recommendations in accordance with N.J.S.A. 40:12-15.1 et seq., to solicit public comment on the proposed grant award recommendations.

2. In accordance with N.J.S.A. 40:12-15.3b the Board of Chosen Freeholders shall authorize final approval for the project funding no earlier than 45 days after the public hearing.

I. Grant Agreement

1. Applicants that have been approved for funding will have two (2) months from the date of Freeholder approval of the required Hudson County funding resolutions to execute a Grant Agreement with the County.

2. Upon execution by both parties of the grant agreement, projects are expected to progress at a reasonable pace, subject to the specifics of a particular project. After two (2) years from the Freeholder award date, any unexpended award funds remaining will be forfeited and returned to the Open Space Trust Fund.

3. The Grant Agreement shall include a phased punch list for eligible costs. Reimbursement of funds through the County of Hudson will only be processed after a site inspection for each phase.

4. Throughout the life of the grant, awarded applicants will be required to submit quarterly progress reports to the Hudson County Division of Planning

5. A deed of conservation easement or historic preservation restriction held by the County of Hudson shall be filed with the Office of the County Register upon completion of land acquisition, park and recreation improvement, or historic preservation capital project or rehabilitation plan.

6. Applicants must agree to place any funded parkland on the NJ Recreation and Open Space Inventory (ROSI) before final payment of grant monies. No change in use or diversion of funds shall be allowable for any funded park or recreation project without following the procedures set forth in the grant agreement.

7. Failure to uphold any other aspects of the executed grant agreement may result in the forfeiture of funds. Unused funds will revert back to the Trust Fund.

8. Applicants must seek Open Space Advisory Board approval for any deviations from the original grant agreement. Deviations that are above 10% of the total funded project cost will require Freeholder Board approval. No deviations will be approved in the last 6 months of the grant agreement.

9. The grant recipient may request one (1) year extension. The extension shall be granted at the discretion of the County. Extension requests will be considered in cases of natural disasters or other unforeseen circumstances in which the applicant had no control over. If the applicant fails to complete the project within the 1 year time frame, the grant agreement and the unused funds shall be forfeited.

10. Reprogramming of funded projects are granted at the discretion of the County. Only municipalities are allowed to request a reprogramming to a shovel-ready project within the same municipality. Shovel ready projects are considered projects that have a selected contractor in place or are under construction. Reprogramming can only be awarded to Park Improvement projects and Historical Capital projects. No more than 50% of the total funded project award amount can be used for reprogramming.

11. Applicants that have been approved for a grant award from the County shall fund all costs incurred in connection with the acquisition of any land or interest therein, including, but not limited to the costs for appraisals, wetland delineations, environmental assessment, engineering, property survey, title search, legal expenditures, structure

demolition and removal, and other such costs associated with the acquisition of land or interest therein.

12. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund grant agreement.

13. Two months prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the Division of Planning.

14. Temporary construction signage specs will be provided in the applicant's grant agreement.

15. Permanent signage specs will be provided in the applicant's grant agreement.

J. Interest on Investments

Any interest earned on the investment of funds of the Trust Fund shall be retained within the Trust Fund to be used for Trust Fund purposes as described herein.

VI. GENERAL GUIDELINES

A. The following items reflect general guidelines that will be considered in recommending projects for the acquisition of property for conservation and/or recreation purposes, the development or redevelopment of conservation and recreation areas, or for historic preservation purposes:

B. Encourage multi-funded source projects, which qualify for, but are not limited to, the State Green Acres Program, Historic Preservation Trust Program, federal funds, municipal matching funds, recreation groups, donations, and all other appropriate funding sources. Applicants are encouraged to provide or obtain non-Open Space Trust funds of at least fifty percent (50%). The respective governing bodies must endorse all projects.

C. Encourage projects that benefit a broad population segment, especially those of regional, countywide, or statewide significance.

D. Encourages multi-use projects, (e.g. projects including several elements such as water protection, recreation, historic, cultural, tourism and scenic preservation, etc.)

E. Give consideration to projects involving land under immediate threat of development.

F. Encourage the use of conservation easements, restrictive covenants, or interests other than ownership by fee simple, to limit or restrict development.

G. Give consideration to lands within Tier-1 wellhead protection areas, recharge areas where water enters the ground, or aquifers to fill wells.

H. Encourage partnership projects between municipalities and local entities, non-profit corporations and qualified charitable conservancies that have received tax exempt status under section 501(c)3 of the 1954 Internal Revenue Code.

I. Projects should be consistent with the goals and objectives of the 2013 Hudson County Open Space, Recreation and Historic Preservation Plan, as duly adopted and established by the County of Hudson.

J. All historic preservation activities funded by the Hudson County Open Space Trust Fund must be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

K. All historic preservation rehabilitation/restoration plans (studies) must result in a document including proposed site plans and designs to be delivered to the Hudson Count Division of Planning and the Open Space Trust Fund Advisory Board upon completion.

L. VII. Application Review

In order for applicants to be eligible to receive funding from the Hudson County Open Space Trust Fund and be recommended for County Executive review the following steps are required:

1. Complete Letter of Intent for Open Space, Park Improvement, Historic Preservation Study or Historic Preservation Capital Project.
2. Discuss proposal in a one-on-one meeting with County and at least 1 Advisory Board member
3. Complete full application and submit all required documents in the Application Checklist associated with the proposed project.
4. Prepare presentation or site visit for Open Space Advisory Board and County

The following elements will be considered when considering applications for funding.

1. Shovel Ready: The applicant must show the project can be completed within a 2 year time frame. All required documents in the Letter of Intent and full application must be submitted to be considered for funding.
   a. Local Match: The amount the applicant will be contributing to the total project cost.
   b. Public Support: Public support for a project is required and should be demonstrated through governing resolutions with transcript of meeting letters, and petitions that demonstrate broad inclusive support from the following:
      i. Municipal government office;
      ii. County government office;
      iii. State government office;
      iv. Planning Board, Park, or recreation commission;
      v. Environmental, shade tree, or historic preservation commission;
      vi. User groups, neighborhood associations, community organizations, ward leaders, and the general public.
   c. Community Needs: This factor considers the needs of the population to be served. The service area for the project will be defined on the basis of population density, scope, and type of project. Applicant should:
      i. Identify census tract, population and geographic service area;
      ii. Assess needs of the population within service area;
      iii. Needs assessment identifying current and potential user groups;
      iv. Describe potential benefits to the area.

2. Relationship to the goals & objectives in the 2013 Open Space Reexamination Report will also be a major consideration for project funding. Refer to the 2013 Report for further explanation of the following goals and objectives:
   a. Environmental Justice
   b. Recreation
   c. Connectivity
   d. Urban Ecosystems
   e. Green spaces & Acquisitions
   f. Stewardship
   g. Culture & History

3. Project-type specific priority criteria:
   a. For Acquisitions:
      i. A site listed in the 2005 Open Space Plan or the 2013 Reexamination Report
      ii. An acquisition that meets the Green Acres standards for reimbursement through the Planning Incentive Grant.
      iii. A letter from the current owner showing willingness to sell property
   b. For Historic Preservation projects:
      i. The level of historical significance, as evidenced by the site being included on or being eligible for inclusion on the New Jersey and/or National Registers of Historic Places or State Plan Critical Historic Sites.
      ii. Certification of Eligibility from the NJ State Historic Preservation Office
   c. For Park Improvement projects:
      i. Projects that are shovel-ready and can be completed in the 2-year grant agreement.
      ii. Projects that are supported by the local municipality and have existing matching funds.

The Recommendation Report will be prepared by the Advisory Board with the assistance of the Hudson County Division of Planning staff. Recommendations will be based on the funding guidelines, required application checklist, and if the applicant meets the goals and objectives of the 2013 Reexamination Report.

17 A.

Introduced by: Castellano
Seconded by: Russo

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION REQUESTING THE STATE OF NEW JERSEY TO UNDERTAKE A STUDY OF ITS EQUALIZED VALUATION FORMULA AND ITS IMPACT ON NEW JERSEY'S URBAN MUNICIPALITIES

WHEREAS, New Jersey's property tax assessment system requires property to be assessed according to its market value; however, maintenance of individual assessments through annual district-wide reassessments are often not cost effective and more labor intensive than local governments can afford; and

WHEREAS, "Equalization" is the process of ensuring that each property in every taxing district carries its fair share of the burden of taxation both within municipal borders and county borders; equalization in taxation is intended to ensure a just assessed value is placed on individual properties as compared to other properties within a taxing district and that true values assigned to entire municipalities are fair and just; and

WHEREAS, Equalization in the aggregate among municipalities within a county affects the distribution of State school aid and is used by the county board of taxation in apportionment of the costs of county government; and

WHEREAS, questions have arisen concerning whether or not the equalization formula is the most accurate determinant of equalized values, especially in urban areas where there is a large diversity in property values and sales from neighborhood to neighborhood; and

WHEREAS, an unfair distribution of the burden of taxation could have a negative impact on urban areas that are in need of economic development.

WHEREAS, in 2010, the State of New Jersey enacted a 2% tax levy cap that applied to municipalities but not to counties

WHEREAS, since 2010, Hoboken's municipal tax levy has actually declined by 6%, while the County of Hudson's tax levy has risen by 20%, an average of over 4% per year

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

1. This Council petitions the Governor and State Legislature to undertake a study of the State's equalization formula and its impact on urban areas; and
2. That a copy of this Resolution be transmitted to the Governor, Senate President, Speaker of the Assembly, and all remaining members of Hudson County delegates of the State Senate.

3. This Council petitions the Governor and the State Legislature to enact all necessary changes to State law to extend the application of the 2% tax levy cap to Counties, in the same form as it currently applies to municipalities

4. This Council calls on Anthony Romano, Hoboken's representative on the County Board of Freeholders, to promptly introduce, and on the Board of Freeholders to pass, a resolution committing the County to voluntarily comply with the 2% tax levy cap in all future budgets, irrespective of whether State law is changed to make such compliance mandatory.

Copy of resolution to be sent to Governor Chris Christie, NJ State Senate President Steven Sweeney, NJ Assembly Speaker Vincent Prieto, Hudson County Board of Chosen Freeholders

Meeting date: October 21, 2015

APPROVED: APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa 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

James J. Farrin

CITY CLERK

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2015 Municipal Budget

Community Forestry Management Plan CY 2015

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 law and the amount thereof was not determined at the time of the adoption of the budget; and,

WHERAS, 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 $3,000.00 from the Department of Environmental Protection and wishes its CY 2015 Budget to include this amount as revenue with a City Match of $3,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2015 in the sum of.....$3,000.00 which is now available as a revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated with Prior Written Consent of the Director of the Division of Local Government Services:
Appropriation:
Community Forestry Mgmt Plan O/E.....$3,000.00

BE IT FURTHER RESOLVED that the like sum of.....$3,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by Revenues:
Community Forestry Mgmt Plan O/E.....$3,000.00

BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

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

James J. Farrior

CITY CLERK

Introduced by:_____

Seconded by:_____

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution Authorizing the Acceptance of a Grant from the New Jersey State Forestry Services for Development of a Community Forestry Management Plan

WHEREAS, the New Jersey State Forestry Services has announced that it approved the City of Hoboken's grant application for development of a Community Forestry Management Plan, in the amount of $3,000.00, with a $3,000.00 City match; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $3,000.00 is available in the following appropriation S-01-46-942-001 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; 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 the City of Hoboken formally approves the acceptance of the grant for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit documents of acceptance to the New Jersey State Forestry Service on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement, and thereupon appropriate the city match in accordance with the terms of the grant agreement.

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jennifer Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Bhalla				

Batch Id: GDS Batch Date: 10/07/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
5-01-46-892-001 MATCHING FUNDS FOR GRANTS	Encumbrance	CFO Cert for Meeting October 7,2015	3,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	3,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	3,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	3,000.00
Total:	1	3,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	3,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 3,000.00 Ref Num: 3731

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

New Jersey State Forestry Services
Mail Code 501-04
P.O. Box 420
Trenton, NJ 08625
Tel. # 609-292-2532
FAX# 609-984-0378

James Tricarico
Shade Tree Commission
124 Madison St. 1-R
Hoboken, NJ 07030

January 8, 2015

Dear James Tricarico:

Congratulations! I am pleased to advise you that after our review, the New Jersey Forest Service has concluded that Hoboken City's third 5 year Community Forestry Management Plan meets the standards set forth by the State and New Jersey Community Forestry Council and is approved for 2014 through the 2018 calendar year.

The major goal of the state's Community Forestry Program is to educate all municipalities and counties in the state about the benefits of developing their own distinctive Community Forestry Management Plan. As these plans develop, the health of the tree cover will improve, the number of trees will increase and the awareness of our state's residents will rise.

As you know, a management plan is an essential guide to successfully achieving a healthy and safe community forest. The approval of your third 5 year Community Forestry Management Plan is a great accomplishment, and a testament to the growth and sustainability to your shade tree program. We look forward to continuing this partnership with you and your community, and your continued success.

If you are a participant of the Forest Service grant program, the next step would be to submit your expenditure report and financial documentation for reimbursement within 30 days. Please find the enclosed certificate of approval and a signed certification by the State Forester within your management plan.

Sincerely,

Alexander J McCartney
Forester
Community Forestry

Attachment
c: file, Mayor

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
New Jersey State Forestry Services

Hereby presents the

Certificate of Approval

awarded to

Hoboken City

For the successful completion of an approved
3rd 5-year Community Forestry Management Plan in accordance with the
New Jersey Shade Tree and Community Forestry Assistance Act,
P.L. 1996, Chapter 135.

State Forester
Approved No. 76
December 11, 2014

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NJ STATE FORESTRY SERVICES
MAIL CODE 501-04
PO BOX 420
TRENTON, NJ 08625-0420
TEL: 609-292-2532 FAX: 609-984-0378

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

September 1, 2015

James Farina
City Clerk, City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Dear Mr. Farina:

Congratulations! Your community has been offered a Green Communities Grant by New Jersey State Forestry Services in the amount of $3,000.00 towards the development of a Community Forestry Management Plan (CFMP), provided that your community enters into and completes a grant agreement.

For this project your unique Grant Agreement Identifier is: FS16-089. Please keep your grant identifier available, as it is important for tracking and processing all grant forms throughout the grant process.

1. The first step in the grant process is to execute a Governing Body Resolution. The State form that is required is Attachment B of the Grant Agreement. **Please DO NOT sign and date the Grant Agreement until the Resolution is passed**; otherwise, it will void the Grant Agreement. Please carefully follow all directions pertaining to these documents on attached page. Failure to do so will also void the grant.
2. The second step is to execute the Grant Agreement by signature on page 2. The person authorized to sign is the person named on page 1 of Attachment B, the Governing Body Resolution.

Please note this is not considered a completed grant agreement until it is fully executed and signed by the NJDEP Assistant Commissioner. Once all parties sign the agreement you will be asked to submit project cost documentation toward the matching portion of the grant, such as receipts and records of all in-kind contributions For activities and expenditures to be accepted, they must fall within the Work Period of the Grant Agreement 10/20/2014 to 10/20/2016.

Please contact me if you have any questions or concerns at any time throughout the process. Please submit your GBR and Grant Agreement as soon as possible, so we can proceed with the signature process within the State.

Sincerely,

Patricia Shapella

Patricia Shapella,
Grant Administrator
Patricia.Shapella@dep.nj.us
enc.

cc: Diana Davis, Hoboken Shade Tree Commission Commissioner

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NEW JERSEY STATE FORESTRY SERVICES
MAIL CODE 501-04
PO BOX 420
TRENTON, NJ 08625-0420
TEL: 609-292-2977 FAX: 609-984-0378

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

Grant Agreement Instructions

Instructions

DO FIRST

Governing Body Resolution (GBR) Instructions:

Please do not change the language or format of the GBR, as it will only be accepted in the format we have included with your package. Non-compliance with this request will void the grant. Please use the following directions for all 3 copies of your GBR.

1. Have the GBR voted on by your governing body
2. Fill in the blank spaces with the date and vote count.
3. Have the Resolution Certifier sign and date the Certification pages and apply the raised seal on all 3 GBR pages. (The raised seal is optional but recommended).
4. Send the 3 completed copies of the GBR and the Certification pages along with the signed Grant Agreement, as instructed below.

NEXT

Grant Agreement Instructions:

Please follow the steps below carefully and return all the documents promptly to the address below.

1. After the resolution is passed have **the authorized grant executor sign and date all 3 copies of Page 2** on the line above where the name is typed
   a. **DO NOT use a signature stamp** in place of an original signature.
   b. **DO NOT use white-out.**
2. (Optional) Have the attorney for the Association sign the 3 copies of Page 2 in the designated space as to his/her approval of the form.
3. Review page A-1 regarding lobbying activities and sign. Please contact me if any lobbying activities have been undertaken by your organization.
3. Mail all 3 copies of your original signed grant agreements with the resolution to:
   Attention: Patricia Shapella
   NJDEP- New Jersey State Forestry Services
   Mail Code 501-04, PO Box 420
   Trenton, NJ 08625-0420

   For any questions, please contact me at 609-777-0087 or Patricia.Shapella@dep.nj.gov.

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DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

Federal Award Information

Federal Awarding Agency:	
Federal Award Name:	
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Total Amount of the Federal Award:	

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	City of Hoboken
Address:	94 Washington Street Hoboken, New Jersey 07030
Vendor ID #:	226001993
Financial Officer's - Name:	George De Stefano
- Title: (the "Chief Financial Officer")	Financial Officer

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's – name:	New Jersey State Forestry Services	(the Granting Agency")
- address:	Mail Code 501-04, P.O. Box 420 Trenton, New Jersey 08625	
Grant Officer's - name:	Patricia Shapella	(the "Grant Officer")

TITLE OF GRANT: Green Communities Grant

AMOUNT OF GRANT: $ 3,000.00

Source of Funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
State General Fund	$ 3,000.00	FY16-100-042-4870-101	
Federal	$ 0.00		
Grantee	$ 3,000.00		
Other (i.e. bond fund, tax fund etc.)	$ 0.00		
	$ 6,000.00	TOTAL APPROVED PROJECT AMOUNT	

WORK PERIOD: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 12/1/2014 or the effective date, whichever is ☐ earlier ☒ later, and runs for a period of 12/1/2016 thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

REPORT(s)/DELIVERABLE(s) DUE: **30 days from the end of the work period**

PAYMENT SCHEDULE: **Reimbursement upon receipt of final expenditure report**

PURPOSE AND AUTHORITY: Grant Project to be funded: Support to municipalities and counties for the development of comprehensive Community Forest Management Plans

Statutory Authority for this Grant: **N.J.S.A. 13:1L-1 et seq + N.J.S.A. 13:1D-9(r)**

Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment A, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section II, Paragraph 21 constitute the General Terms portion of this agreement.

DEP-069MG
08/15

(Mini-Grant)

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☒ has ☐ has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

☐ Sign

New Jersey State Forestry Services
(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/15

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties") execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

City of Hoboken
(print Grantee's name; all capitals)

By: ☐ _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this agreement (Attachment A) and may not be used to satisfy any obligation arising outside the work period of this agreement. Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

a) to lobby or otherwise attempt to influence legislation or government policy;

b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;

c) to make grants to individuals or other organizations;

d) to undertake any activity for any purpose other than is set forth in this agreement.

2. Compliance with Existing Laws and Policies

a) The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained under this agreement, this it shall comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies in performance of this agreement. Failure to comply with such laws, rules, regulations or policies shall constitute a material breach of this agreement and be grounds for its termination. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.;

2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq.;

3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.;

4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

5) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

b) The Grantee represents and warrants that that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; (2) it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19; it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations); and (3) that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.

d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement: (1) United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); (2) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) http://www.whitehouse.gov/omb/grants/chart.aspx; and; (3) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

e) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.

3. **Insurance**

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

a) Commercial General Liability: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b) Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit.

c) Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than: (i) $1,000,000 Bodily Injury, Each Occurrence; (ii) $1,000,000 Disease Each Employee; and (iii) $1,000,000 Disease Aggregate Limit.

4. **Indemnification**

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

5. **Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

a) As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment D, Subcontractor Certification.

b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.

c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

6. **Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

7. **Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

8. **Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed of in a manner generally consistent with State and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

9. **Method of Payment**

a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period. As provided by this agreement and the Payment Schedule:

1) If authorized, advance payment will be made to the Grantee upon execution of this agreement by the Department and submission of a properly executed invoice form.

2) Progress payments shall be made by the Department on a periodic basis only upon receipt of the documentation required by the Department as specified in this agreement. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.

3) A portion of the grant may be withheld by the Department pending receipt of the required final reports.

b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

c) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.

d) Grantee may not use any grant funds to satisfy any obligation arising outside the work period of this agreement.

e) The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to $100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above $100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above $100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.

f) Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

10. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

11. Financial Management System

a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:

1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,

3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,

4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,

5) accounting records that are supported by source documentation,

6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and

7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

b) By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System to be made as an attachment to this agreement.
A Statement of Adequacy of Accounting System ☐ is ☒ is not required as part of this agreement.

c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

12. Performance Reporting

The Grantee will submit all reports required by the Department under this agreement and a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.

If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

13. Monitoring Performance

a) The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the Scope of Work, Attachment A.

b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:

1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.

c) The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.

d) If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

14. Audit Requirements

a) All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.

b) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of $750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than $750,000 in federal or State financial assistance within their fiscal year, but expend $100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.

c) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 15 of the General Terms and Conditions of this agreement, Agreement Amendment; Section 17 of the General Terms and Conditions of this agreement, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the

purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

d) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit.

e) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

15. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exception. If the amendment being documented is of the type described in paragraph a) or b) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement or any time period for expending the source of funding. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.

b) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:

1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,

2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,

3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

4) the Department considers the Grantee's fixed costs when making any reduction.

16. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

a) The Grantee shall submit a final report. The Department may permit extensions when requested in writing by the Grantee.

b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.

c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.

d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 8, Property Management Standards.

f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

17. Termination

a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.

b) The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

18. Access to Records

a) The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.

b) Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.

c) The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.

d) The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

19. Record Retention:

The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below

a) If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

b) Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.

The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

20. Approvals and Authorizations

a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate

resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.

c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.

d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer,

e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

21. Miscellaneous Provisions:

a) Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et.seq.

b) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:

1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

c) Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.

d) Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.

e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.

f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.

g) Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

h) Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

i) Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.

j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.

k) Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

n) Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.

p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service.(* Disregard if grant made to a government unit.)

q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure of otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

22. Additional Provisions:

A-1.	Additional Federal Funded Agreement Provisions	☐ yes ☒ no
A-1-A.	Certification of Lobbying and Disclosure of Lobbying Activities	☐ yes ☒ no
A-2.	Federal Funding Accountability and Transparency Act (FFATA) - $25,000 or greater	☐ yes ☒ no
A-3.	U.S. Environmental Protection Agency Funded Agreements	☐ yes ☒ no
A-4.	Community Development Block Grant (CDBG) Funded Projects	☐ yes ☒ no

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provides funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c. 135 (C. 13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: www.communityforestry.nj.gov.

Funding will be provided by Cool Cities Grant Funds to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices.

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.).

When the CFMP is complete, the Grantee will follow the Community Forestry Programs guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant the final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:
(a) Are verifiable from the Grantee's records;
(b) Are not included as contributions for any other federally-assisted program or contract;
(c) Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;
(d) Are types of charges that would be allowable under the applicable Federal cost principles;
(e) Are used to support activities that are included in the approved grant agreement;
(f) Are incurred and contributed within the grant period

Payments will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

GRANT AGREEMENT
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ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at http://www.sam.gov.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.

(3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement.

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.

B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.

B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

VI. Eligible Workers

A. The Grantee (Loan Recipient or Contractor) shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulation regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.

B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provision of this agreement.

VII. Requirement for Data Universal Numbering System (DUNS) numbers

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (http://fedgov.dnb.com/webform). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 091858563

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs Salaries	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fringe Benefits	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
B. Consultants and Subcontractors	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
C. Other Costs Specify					
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
D. Audit	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Subtotal Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Less Program Income (enter as negative)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Indirect Costs (indicate rate: 0.00%)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL PROJECT AMOUNT	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" and "State" column totals 3,000.00
☐ the sum of "Federal" "State" and "Other" column totals 0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

The governing body of City of Hoboken
(print Grantee's name)
desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately $ 3,000.00 to fund the following project:
Green Communities Grant
Community Forestry Management Plan

Therefore, the governing body resolves that Dawn Zimmer or the successor to the office of
(print name)
Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)
a grant agreement with the State for a grant in an amount not less than $ 3,000.00 and not more than $ 3,000.00, and (c) to execute ☐ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

*The Hoboken City Council authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 50 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 100 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____

Seal

* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

CERTIFICATION*

I, James Farina (print name), ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk ☐ (other, specify) _____ of City of Hoboken (print Grantee's name) certify that this resolution was duly adopted by Hoboken City Council (print name of Grantee's governing body) at a meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

_____
(signature) *

James Farina
(print name)

City Clerk
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

Federal Award Information

Federal Awarding Agency:	
Federal Award Name:	
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Total Amount of the Federal Award:	

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	City of Hoboken
Address:	94 Washington Street Hoboken, New Jersey 07030
Vendor ID #:	226001993
Financial Officer's - Name:	George De Stefano
- Title: (the "Chief Financial Officer")	Financial Officer

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's – name:	New Jersey State Forestry Services	(the Granting Agency")
- address:	Mail Code 501-04, P.O. Box 420 Trenton, New Jersey 08625	
Grant Officer's - name:	Patricia Shapella	(the "Grant Officer")

TITLE OF GRANT: Green Communities Grant

AMOUNT OF GRANT: $ 3,000.00

Source of funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
State General Fund	$ 3,000.00	FY16-100-042-4870-101	
Federal	$ 0.00		
Grantee	$ 3,000.00		
Other (i.e. bond fund, tax fund etc.)	$ 0.00		
	$ 6,000.00	TOTAL APPROVED PROJECT AMOUNT	

WORK PERIOD: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 12/1/2014 or the effective date, whichever is ☐ earlier ☒ later, and runs for a period of 12/1/2016 thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

REPORT(s)/DELIVERABLE(s) DUE: **30 days from the end of the work period**

PAYMENT SCHEDULE: **Reimbursement upon receipt of final expenditure report**

PURPOSE AND AUTHORITY: Grant Project to be funded: Support to municipalities and counties for the development of comprehensive Community Forest Management Plans

Statutory Authority for this Grant: **N.J.S.A. 13:1L-1 et seq + N.J.S.A. 13:1D-9(r)**

Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment A, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section II, Paragraph 21 constitute the General Terms portion of this agreement.

DEP-069MG
08/15

(Mini-Grant)

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☒ has ☐ has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

New Jersey State Forestry Services
(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/15

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties") execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

City of Hoboken
(print Grantee's name; all capitals)

By: _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this agreement (Attachment A) and may not be used to satisfy any obligation arising outside the work period of this agreement. Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

a) to lobby or otherwise attempt to influence legislation or government policy;

b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;

c) to make grants to individuals or other organizations;

d) to undertake any activity for any purpose other than is set forth in this agreement.

2. Compliance with Existing Laws and Policies

a) The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained under this agreement, this it shall comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies in performance of this agreement. Failure to comply with such laws, rules, regulations or policies shall constitute a material breach of this agreement and be grounds for its termination. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.;

2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq.;

3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.;

4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

5) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

b) The Grantee represents and warrants that that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; (2) it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19; it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations); and (3) that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.

d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement: (1) United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); (2) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) http://www.whitehouse.gov/omb/grants/chart.aspx; and; (3) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

e) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.

3. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

a) Commercial General Liability: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b) Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit.

c) Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than: (i) $1,000,000 Bodily Injury, Each Occurrence; (ii) $1,000,000 Disease Each Employee; and (iii) $1,000,000 Disease Aggregate Limit.

4. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

5. **Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

a) As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment D, Subcontractor Certification.

b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.

c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

6. **Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

7. **Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

8. **Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed of in a manner generally consistent with State and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

9. **Method of Payment**

a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period. As provided by this agreement and the Payment Schedule:

1) If authorized, advance payment will be made to the Grantee upon execution of this agreement by the Department and submission of a properly executed invoice form.

2) Progress payments shall be made by the Department on a periodic basis only upon receipt of the documentation required by the Department as specified in this agreement. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.

3) A portion of the grant may be withheld by the Department pending receipt of the required final reports.

b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

c) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.

d) Grantee may not use any grant funds to satisfy any obligation arising outside the work period of this agreement.

e) The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to $100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above $100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above $100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.

f) Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

10. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

11. Financial Management System

a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:

1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,

3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,

4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,

5) accounting records that are supported by source documentation,

6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and

7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

b) By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System to be made as an attachment to this agreement.
A Statement of Adequacy of Accounting System ☐ is ☒ is not required as part of this agreement.

c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

12. Performance Reporting

The Grantee will submit all reports required by the Department under this agreement and a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.

If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

13. Monitoring Performance

a) The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the Scope of Work, Attachment A.

b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:

1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.

c) The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.

d) If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

14. Audit Requirements

a) All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.

b) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of $750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than $750,000 in federal or State financial assistance within their fiscal year, but expend $100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.

c) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 15 of the General Terms and Conditions of this agreement, Agreement Amendment; Section 17 of the General Terms and Conditions of this agreement, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the

purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

d) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit.

e) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

15. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exception. If the amendment being documented is of the type described in paragraph a) or b) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement or any time period for expending the source of funding. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.

b) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:

1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,

2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,

3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

4) the Department considers the Grantee's fixed costs when making any reduction.

16. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

a) The Grantee shall submit a final report. The Department may permit extensions when requested in writing by the Grantee.

b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.

c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.

d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 8, Property Management Standards.

f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

17. **Termination**

a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.

b) The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

18. **Access to Records**

a) The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.

b) Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.

c) The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.

d) The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

19. **Record Retention:**

The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below

a) If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

b) Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.

The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

20. **Approvals and Authorizations**

a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate

resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.

c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.

d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer.

e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

21. Miscellaneous Provisions:

a) Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et.seq.

b) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:

1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

c) Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.

d) Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.

e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.

f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.

g) Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

h) Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

i) Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.

j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.

k) Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

n) Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.

p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service.(* Disregard if grant made to a government unit.)

q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure of otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

22. Additional Provisions:

A-1.	Additional Federal Funded Agreement Provisions	☐ yes ☒ no
A-1-A.	Certification of Lobbying and Disclosure of Lobbying Activities	☐ yes ☒ no
A-2.	Federal Funding Accountability and Transparency Act (FFATA) - $25,000 or greater	☐ yes ☒ no
A-3.	U.S. Environmental Protection Agency Funded Agreements	☐ yes ☒ no
A-4.	Community Development Block Grant (CDBG) Funded Projects	☐ yes ☒ no

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provides funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c. 135 (C. 13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: www.communityforestry.nj.gov.

Funding will be provided by Cool Cities Grant Funds to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices.

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.).

When the CFMP is complete, the Grantee will follow the Community Forestry Programs guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant the final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:
(a) Are verifiable from the Grantee's records;
(b) Are not included as contributions for any other federally-assisted program or contract;
(c) Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;
(d) Are types of charges that would be allowable under the applicable Federal cost principles;
(e) Are used to support activities that are included in the approved grant agreement;
(f) Are incurred and contributed within the grant period

Payments will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

GRANT AGREEMENT
BETWEEN

City of Hoboken
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at http://www.sam.gov.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.

(3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement.

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.

B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.

B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

VI. Eligible Workers

A. The Grantee (Loan Recipient or Contractor) shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulation regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.

B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provision of this agreement.

VII. Requirement for Data Universal Numbering System (DUNS) numbers

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (http://fedgov.dnb.com/webform). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 091858563

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs Salaries	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fringe Benefits	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
B. Consultants and Subcontractors	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
C. Other Costs Specify					
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
D. Audit	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Subtotal Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Less Program Income (enter as negative)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Indirect Costs (indirect rate: 0.00%)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL PROJECT AMOUNT	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" and "State" column totals 3,000.00
☐ the sum of "Federal" "State" and "Other" column totals 0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

The governing body of **City of Hoboken**
(print Grantee's name)
desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately $ 3,000.00 to fund the following project:
Green Communities Grant
Community Forestry Management Plan

Therefore, the governing body resolves that Dawn Zimmer or the successor to the office of
(print name)
Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)
a grant agreement with the State for a grant in an amount not less than $ 3,000.00 and not more than $ 3,000.00, and (c) to execute ☐ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

*The Hoboken City Council authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 50 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 100 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____

Seal

* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

CERTIFICATION*

I, James Farina (print name), ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk ☐ (other, specify) _____ of City of Hoboken (print Grantee's name) certify that this resolution was duly adopted by Hoboken City Council (print name of Grantee's governing body) at a meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

_____
(signature) *

James Farina
(print name)

City Clerk
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

Federal Award Information

Federal Awarding Agency:	
Federal Award Name:	
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Total Amount of the Federal Award:	

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	City of Hoboken
Address:	94 Washington Street Hoboken, New Jersey 07030
Vendor ID #:	226001993
Financial Officer's - Name:	George De Stefano
- Title: (the "Chief Financial Officer")	Financial Officer

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's – name:	New Jersey State Forestry Services	(the Granting Agency")
- address:	Mail Code 501-04, P.O. Box 420 Trenton, New Jersey 08625	
Grant Officer's - name:	Patricia Shapella	(the "Grant Officer")

TITLE OF GRANT: Green Communities Grant

AMOUNT OF GRANT: $ 3,000.00

Source of funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
State General Fund	$ 3,000.00	FY16-100-042-4870-101	
Federal	$ 0.00		
Grantee	$ 3,000.00		
Other (i.e. bond fund, tax fund etc.)	$ 0.00		
	$ 6,000.00	TOTAL APPROVED PROJECT AMOUNT	

WORK PERIOD: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 12/1/2014 or the effective date, whichever is ☐ earlier ☒ later, and runs for a period of 12/1/2016 thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

REPORT(s)/DELIVERABLE(s) DUE: **30 days from the end of the work period**

PAYMENT SCHEDULE: **Reimbursement upon receipt of final expenditure report**

PURPOSE AND AUTHORITY: Grant Project to be funded: Support to municipalities and counties for the development of comprehensive Community Forest Management Plans
Statutory Authority for this Grant: **N.J.S.A. 13:1L-1 et seq + N.J.S.A. 13:1D-9(r)**
Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment A, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section II, Paragraph 21 constitute the General Terms portion of this agreement.

DEP-069MG
08/15

(Mini-Grant)

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☒ has ☐ has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

New Jersey State Forestry Services
(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/15

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties") execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

City of Hoboken
(print Grantee's name; all capitals)

By: _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

1. **Use of Funds**

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this agreement (Attachment A) and may not be used to satisfy any obligation arising outside the work period of this agreement. Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

a) to lobby or otherwise attempt to influence legislation or government policy;

b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;

c) to make grants to individuals or other organizations;

d) to undertake any activity for any purpose other than is set forth in this agreement.

2. **Compliance with Existing Laws and Policies**

a) The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained under this agreement, this it shall comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies in performance of this agreement. Failure to comply with such laws, rules, regulations or policies shall constitute a material breach of this agreement and be grounds for its termination. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.;

2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq.;

3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.;

4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

5) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

b) The Grantee represents and warrants that that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; (2) it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19; it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations); and (3) that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.

d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement: (1) United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); (2) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) http://www.whitehouse.gov/omb/grants/chart.aspx; and; (3) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

e) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.

3. **Insurance**

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

a) Commercial General Liability: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b) Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit.

c) Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than: (i) $1,000,000 Bodily Injury, Each Occurrence; (ii) $1,000,000 Disease Each Employee; and (iii) $1,000,000 Disease Aggregate Limit.

4. **Indemnification**

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

5. **Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

a) As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment D, Subcontractor Certification.

b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.

c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

6. **Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

7. **Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

8. **Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed of in a manner generally consistent with State and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

9. **Method of Payment**

a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period. As provided by this agreement and the Payment Schedule:

1) If authorized, advance payment will be made to the Grantee upon execution of this agreement by the Department and submission of a properly executed invoice form.

2) Progress payments shall be made by the Department on a periodic basis only upon receipt of the documentation required by the Department as specified in this agreement. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.

3) A portion of the grant may be withheld by the Department pending receipt of the required final reports.

b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

c) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.

d) Grantee may not use any grant funds to satisfy any obligation arising outside the work period of this agreement.

e) The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to $100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above $100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above $100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.

f) Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

10. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

11. Financial Management System

a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:

1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,

3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,

4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,

5) accounting records that are supported by source documentation,

6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and

7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

b) By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System to be made as an attachment to this agreement.
A Statement of Adequacy of Accounting System ☐ is ☒ is not required as part of this agreement.

c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

12. Performance Reporting

The Grantee will submit all reports required by the Department under this agreement and a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.

If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

13. Monitoring Performance

a) The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the Scope of Work, Attachment A.

b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:

1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.

c) The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.

d) If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

14. Audit Requirements

a) All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.

b) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of $750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than $750,000 in federal or State financial assistance within their fiscal year, but expend $100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.

c) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 15 of the General Terms and Conditions of this agreement, Agreement Amendment; Section 17 of the General Terms and Conditions of this agreement, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the

purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

d) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit.

e) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

15. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exception. If the amendment being documented is of the type described in paragraph a) or b) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement or any time period for expending the source of funding. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.

b) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:

1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,

2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,

3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

4) the Department considers the Grantee's fixed costs when making any reduction.

16. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

a) The Grantee shall submit a final report. The Department may permit extensions when requested in writing by the Grantee.

b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.

c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.

d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 8, Property Management Standards.

f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

17. **Termination**

a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.

b) The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

18. **Access to Records**

a) The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.

b) Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.

c) The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.

d) The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

19. **Record Retention:**

The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below

a) If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

b) Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.

The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

20. **Approvals and Authorizations**

a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate

resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.

c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.

d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer,.

e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

21. Miscellaneous Provisions:

a) Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et.seq.

b) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:

1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

c) Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.

d) Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.

e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.

f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.

g) Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

h) Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

i) Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.

j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.

k) Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

n) Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.

p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service.(* Disregard if grant made to a government unit.)

q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure of otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

22. Additional Provisions:

A-1.	Additional Federal Funded Agreement Provisions	☐ yes ☒ no
A-1-A.	Certification of Lobbying and Disclosure of Lobbying Activities	☐ yes ☒ no
A-2.	Federal Funding Accountability and Transparency Act (FFATA) - $25,000 or greater	☐ yes ☒ no
A-3.	U.S. Environmental Protection Agency Funded Agreements	☐ yes ☒ no
A-4.	Community Development Block Grant (CDBG) Funded Projects	☐ yes ☒ no

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provides funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c. 135 (C. 13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: www.communityforestry.nj.gov.

Funding will be provided by Cool Cities Grant Funds to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices.

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.).

When the CFMP is complete, the Grantee will follow the Community Forestry Programs guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant the final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:
(a) Are verifiable from the Grantee's records;
(b) Are not included as contributions for any other federally-assisted program or contract;
(c) Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;
(d) Are types of charges that would be allowable under the applicable Federal cost principles;
(e) Are used to support activities that are included in the approved grant agreement;
(f) Are incurred and contributed within the grant period

Payments will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
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THE STATE OF NEW JERSEY
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THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at http://www.sam.gov.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.

(3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement.

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.

B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.

B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

VI. Eligible Workers

A. The Grantee (Loan Recipient or Contractor) shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulation regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.

B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provision of this agreement.

VII. Requirement for Data Universal Numbering System (DUNS) numbers

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (http://fedgov.dnb.com/webform). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 091858563

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
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THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs Salaries	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fringe Benefits	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
B. Consultants and Subcontractors	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
C. Other Costs Specify					
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
D. Audit	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Subtotal Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Less Program Income (enter as negative)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Indirect Costs (Indicate rate: 0.00%)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL PROJECT AMOUNT	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" and "State" column totals 3,000.00
☐ the sum of "Federal" "State" and "Other" column totals 0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
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THE STATE OF NEW JERSEY
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GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

The governing body of City of Hoboken
(print Grantee's name)
desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately $ 3,000.00
to fund the following project:
Green Communities Grant
Community Forestry Management Plan

Therefore, the governing body resolves that Dawn Zimmer or the successor to the office of
(print name)
Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)
a grant agreement with the State for a grant in an amount not less than $ 3,000.00 and not more than $ 3,000.00,
and (c) to execute ☐ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

*The Hoboken City Council authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 50 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 100 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, _____.

Ayes: 12
Noes: _____
Absent: _____

Seal

* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

CERTIFICATION*

I, James Farina (print name), ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk ☐ (other, specify) _____ of City of Hoboken (print Grantee's name) certify that this resolution was duly adopted by Hoboken City Council (print name of Grantee's governing body) at a meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

_____
(signature) *

James Farina
(print name)

City Clerk
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

Introduced by: David Mello
Seconded by: Peter Cunningham

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO REIMBURSE THE HANDICAPPED PARKING APPLICATION FEE DUE TO A DENIED APPLICATION

WHEREAS, The Subcommittee for Handicapped Parking denied approval of the handicapped parking application for the applicant referenced herein;

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 sum opposite the name listed below, as reimbursement for handicapped parking fees:

NAME	ADDRESS	AMOUNT
Curtis Parker	460-8TH Street	$125.00

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting warrant on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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: October 21, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa Longo
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

James J. Farrin
CITY CLERK

21

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED <u>AMENDED</u> SERVICE AGREEMENT WITH SWAGIT PRODUCTIONS LLC FOR THE CITY'S VIDEO STREAMING SERVICES

BE IT RESOLVED, that the City Council of the City of Hoboken (the "City") hereby approves the attached Amended Service Agreement between the City and Swagit Productions LLC, for the City's video streaming services,

BE IT FURTHER RESOLVED, that the only contract term which shall change shall be one change from the RFP – elimination of the right of either Party to terminate the agreement without cause upon 60 days' notice, and the remainder of the original terms shall remain unchanged; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

Meeting date: October 21, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				

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

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

James J. Farrin

CITY CLERK

AGREEMENT FOR
VIDEO STREAMING SERVICES

CITY OF HOBOKEN
and
SWAGIT PRODUCTIONS, LLC

This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Hoboken, New Jersey ("City"), a municipal corporation with offices at 94 Washington Street, Hoboken, New Jersey 07030, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 850 Central Parkway E., Suite 100, Plano, Texas 75074 effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled Council meetings as detailed in the Scope of Services attached: RFP shall constitute Exhibit "A", Swagit proposal shall constitute Exhibit "B", City Resolution to award shall be Exhibit "C", and City Resolution to amend shall be Exhibit "D", and Swagit's secondary Scope of Services, based specifically on the options requested by the City in response to Exhibit B shall be Exhibit "E"; and

B. Provider has available and desires to provide the personnel and equipment necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and

C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and

D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement, where the scope of services in Exhibit "A" shall prevail, then Exhibit "B", then Exhibit "E", then Exhibit "D", then Exhibit "C", then this contract, in said order wherever a conflict occurs.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following work and services for the City:

1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.

1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the City of Hoboken City Council chambers located at Hoboken City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (the "Site"). Before installing the same, Provider shall deliver to the City, for review and consideration of approval, drawings or plans and specifications for such Installation. The City's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations, which shall continue to be the sole responsibility of Provider relevant to all installation at the site.

2. COMPENSATION OF PROVIDER

2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:

(a) A one-time charge not to exceed:

(i) **Four Thousand Six Hundred Thirty-Five and No/100 Dollars** ($4,635.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation) costs; and

(ii) **Twenty-Two Thousand Six Hundred Forty-Seven and No/100 Dollars** ($22,647.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs; and

(b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to provider a monthly fee in the amount of **Eight Hundred Ninety-Five and No/100 Dollars** ($895.00)

for on-demand, live video streaming and remote switching.

2.2 (a) Payment for the work, services, and Equipment described in Section 2.1(a)(i) and 2.1(a)(ii), above, shall be due and payable following the completion of the Installation of the Equipment by Provider, the acceptance thereof by the Director, and the receipt by the City of an invoice from Provider for such work, service and Equipment; provided, however that with respect to the work, service and Equipment described in Section 2.1(a)(ii), fifty percent (50%) of the not-to-exceed amount set forth therein (or $11,323.50) shall be due and payable not later than Forty-Five (45) days following the receipt of an invoice and a Swagit executed purchase order following the date Agreement has been signed by both parties.

(b) Payment balance for the work, services, and Equipment described in Section 2.1(a)(ii) shall be due and payable following the completion of the Installation of the Equipment by Provider and the acceptance thereof by the Director.

(c) Except as set forth herein, payments will be processed on a monthly basis, unless annual billing has been requested, with payment available within 30 days after receipt of an invoice and purchase order executed by Swagit for the previous month's service. All payments pursuant to this Agreement shall be made promptly and without undue delay, and in no circumstance beyond 60 days from the due date.

3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed in accordance with Exhibits A, B, D and C. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that

all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government, which may affect the performance of this Agreement.

3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the City; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.

3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.

3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment at the Site described in Section 1.2, above.

3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in Exhibits A, B, and C), shall be replaced or fixed with respect to each components manufacturer's warranties.

3.9 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored on Provider's networks and viewable to the public for a period of three years or as defined by the managed services. All content is stored and backed-up offline indefinitely during the service term. Content can also be stored locally on the City's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP, but in such an event the City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City's Authorized Representative:

Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030
201/420-2059

To Provider:

David Owusu
Director of Streaming
Swagit Productions, LLC
850 Central Parkway E., Ste 100
Plano, Texas 75074
800/573-3160

cc to:
Office of Corporation Counsel
94 Washington Street
Hoboken, NJ 07030
201-420-2057

Notice shall be deemed given upon receipt by the party to whom it is sent, and/or subject to the mailbox rule.

5. INDEMNIFICATION

PROVIDER'S INDEMNITY OBLIGATION. PROVIDER COVENANTS, AGREES TO, AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE CITY), INDEMNIFY, AND HOLD HARMLESS THE CITY OF HOBOKEN, NEW JERSEY AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF HOBOKEN, NEW JERSEY, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE CITY OF HOBOKEN, NEW JERSEY, AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF HOBOKEN, NEW JERSEY EACH BEING A "HOBOKEN PERSON" AND COLLECTIVELY THE "HOBOKEN PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE CITY OF HOBOKEN, NEW JERSEY AND/OR ANY OTHER HOBOKEN PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (I) ANY OF THE WORK AND SERVICES OF THE PROVIDER AS DESCRIBED IN SECTION 1 OF THIS AGREEMENT, (II) ANY REPRESENTATIONS AND/OR WARRANTIES BY PROVIDER UNDER THIS AGREEMENT, AND/OR (III) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY PROVIDER, OR BY ANY OF PROVIDER'S OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS,

EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, TENANTS, SUBTENANTS, LICENSEE, SUBLICENSEE, CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM PROVIDER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, PROVIDERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY HOBOKEN PERSON, OR CONDUCT BY ANY HOBOKEN PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

PROVIDER SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY HOBOKEN PERSON RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PROVIDER'S SOLE COST AND EXPENSE. THE HOBOKEN PERSONS SHALL HAVE THE RIGHT, AT THE HOBOKEN PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PROVIDER OF ANY OF ITS OBLIGATIONS HEREUNDER. THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in New Jersey and until all of their obligations have been discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. <u>Minimum Scope and Limits of Insurance.</u> Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. <u>Commercial General Liability</u> - Occurrence Form

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$ 50,000
Medical Expense (Any one person)	Optional

(This coverage must be amended to provide for an each-project aggregate limit of insurance)

2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$ 500,000
Disease-Each Employee	$ 500,000
Disease-Policy Limit	$ 500,000

3. Professional Liability $1,000,000

(This coverage must be maintained for at least two (2) years after the project is completed; if coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of this Agreement)

B. OTHER INSURANCE REQUIREMENTS: The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The City of Hoboken, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.

2. The Provider's insurance shall contain broad form contractual liability coverage.

3. The City of Hoboken, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

4. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.

5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.

8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Hoboken.

9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Hoboken, New Jersey of any material change in the insurance coverage.

10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.

11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of New Jersey.

6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Corporation Counsel
Office of Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of New Jersey and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the New Jersey Department of Insurance.

6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

2. Specifically set forth the notice-of-cancellation or termination provisions to the City of Hoboken.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Quentin Wiest, Business Administrator, City of Hoboken, 94 Washington Street, Hoboken, NJ 07030.** The City reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement or its exhibits as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.1.7 Any other such rights described in Exhibit A.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

7.4 City reserves the right to terminate this Agreement in accordance with its rights of termination expressed in Exhibit A, except to the extent the City Council has eliminated both Parties rights to terminate without cause.

8. GENERAL PROVISIONS

8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of New Jersey, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the State District Court of Orange County, New Jersey, and the parties agree to submit to the personal and subject matter jurisdiction of said court.

8.3 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.4 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the City or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.

8.5 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.

8.6 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.

8.7 Integration; Modification. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding except those attached as Exhibit A, Exhibit B and Exhibit C herein shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.8 Non-appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Agreement at the end of the then current fiscal year, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for non-appropriation of funds and will pay the Provider in accordance with this Agreement through to the date of termination of this Agreement.

8.9 Subcontractors. This Agreement or any portion hereof shall not be sub-contracted without the prior approval of the City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the City and any subcontractor or sub-subcontractor.

8.10 No Waiver. The failure by the City to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the City of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the City may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

8.11 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the City and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

8.12 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

8.13 Incorporation of Recitals and Exhibits. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the City. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.

9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the City, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the City to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.

9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the City, based upon substantially the same terms and conditions of this Agreement, with the

exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

This Agreement shall become effective on November 1, 2015, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. The City shall have four (4) one-year (1) options to extend which shall be exercised in the City's sole discretion. The City shall provide written notice of its intent to extend not less than sixty (60) days prior to the end of the then current term.

11. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12. COUNTERPARTS

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

City of Hoboken	**Swagit Productions, LLC**
_____	_____
Dawn Zimmer, Mayor	Bryan R. Halley, President
Attest:	Attest:
_____	_____
City Clerk	David Owusu, Vice President
Approved as to form:	
_____	_____
Corporation Counsel	Date and Company Seal

EXHIBIT A

CITY OF HOBOKEN, NEW JERSEY
Office of the Business Administration
Division of Purchasing

Request for Proposals – Competitive Contracting

RFP 15 – 06

AV and Web Streaming of Council Meeting

Proposal Submission Date:
Friday, May 29, 2015
11:00 am prevailing time

City of Hoboken
c/o Purchasing Department
94 Washington Street
Hoboken, N.J. 07030

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CITY OF HOBOKEN
NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Division of Purchasing for the City of Hoboken, Hudson County, State of New Jersey on **Friday, May 29 , 2015 at 11:00 a.m.** prevailing time at Hoboken City Hall, 94 Washington Street, NJ 07030 at which time and place proposals will be opened for:

Request for Proposals – Competitive Contracting

RFP 15 – 06

AV and Web Streaming of Council Meeting

The City of Hoboken is soliciting proposals to provide and install a hands-free AV and Web Streaming solution (including hardware and software) that will stream, record, and archive for on-demand viewing (video and audio) City Council meetings over the internet, cable TV, and hand-held devices. The specifications allow an off-site hosted solution.

Specification and other RFP information may be obtained at the Purchasing Department, Hoboken City Hall, 94 Washington Street, Hoboken, NJ 07030, during regular business hours (9:00 am to 4:00 pm), or send your request via email below.

The City reserves the right to reject any and all proposals, to waive informalities or irregularities in the proposals received and to accept the proposal in the best interest of the City.

Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Email: adineros@hobokennj.gov

ATTEST:

_____
AL B. Dineros, QPA
Purchasing Agent

INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

SUBMISSION OF PROPOSALS

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "City," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.

2. Sealed proposals will be received by the designated representative at the time and location as stated in the Notice to Vendors, and at such time and place will be publicly opened. The City reserves the right to postpone the date for presentation and opening of Proposals.

3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # of the contract being proposal. There shall be one (1) original and three (3) hard copies and one (1) electronic copy of the proposal submitted.

4. It is the Vendor's responsibility that proposals are presented to the City at the time and at the place designated. Proposals may be hand delivered or mailed; however, the City disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

5. Sealed proposals forwarded to the City before the time of opening of proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

6. The entire proposal section of the proposal package is to be returned completed. All proposals must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.

7. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
   - Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

8. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
   - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
   - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
   - N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
   - Vendor should consult the statutes or legal counsel for further information.

INTERPRETATION AND ADDENDA

1. The Vendor understands and agrees that its proposal is submitted on the basis of the specifications prepared by the City. The Vendor accepts the obligation to become familiar with these specifications.

2. Vendors are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the City of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the specifications and the Vendor's submitted proposal.

3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing, addressed to the City's representative stipulated in the specification. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the opening of the proposal for goods and services pursuant to N.J.S.A. 40A:11-23.c.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and it will be the responsibility of each prospective vendor to check the City's website for addendum or answers to questions and exceptions received. All addenda and answers to questions so issued and responded to shall become part of the specification and proposal documents, and shall be acknowledged by the Vendor in the proposal. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide not be required to provide any written notice. It shall be the obligation of prospective vendors to check the City website's RFP/RFQ page for any addendum or other pertinent information.

4. Discrepancies in Proposals

   - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

   - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

1. Brand names and/or descriptions used in these specifications are to acquaint Vendors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Vendor on the "Exceptions to Specifications" sheet P-1B and submitted with the proposal form. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Vendor, it will be presumed and required that the goods and services as described in the proposal specification be provided or performed.

3. It is the responsibility of the Vendor to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.

4. In submitting its proposal, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

6. The Vendor shall guarantee any or all goods and services supplied under these specifications for a period of one year from date of delivery unless otherwise specified herein. Defective or inferior goods shall be replaced at the expense of the Vendor. The Vendor will be responsible for return freight or restocking charges.

INSURANCE AND INDEMNIFICATION

The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:

INSURANCE REQUIREMENTS

Worker's Compensation Insurance

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability allowable under this agreement shall be $1,000,000.

General Liability Insurance

The Vendor shall furnish evidence to the City prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General Liability Insurance. This insurance shall have limits of not less than $ 1,000,000 per occurrence and $ 2,000,000 in aggregate covering property damage, bodily injury and products & completed operations and shall be maintained in force during the life of this contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits.

Automotive Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000 Combined Single Limit for property damage and bodily injury, shall be maintained in force during the life of this contract by the bidder.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and the successful vendor shall name the City as an additional insured prior to contract execution.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage at the time of submission and shall name the City as an additional insured prior to contract execution.

INDEMNIFICATION

The Vendor shall indemnify, defend, and save harmless the City, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him,

by reason of any act or omission of the said Vendor, his agents or employees, in the delivery of goods, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the City of Hoboken, as will protect the City from it's contingent liability under this contract, and the City's right to enforce against the Vendor any provision of this article shall be contingent upon full compliance by the City with the terms of such insurance policy or policies, a copy of which shall be deposited with the City.

PRICING INFORMATION FOR PREPARATION OF PROPOSALS

1. The City is exempt from any local, state or federal sales, use or excise tax.

2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.

4. Vendors shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for shipping, handling, packing, crating, containers, etc. All transportation charges shall be fully prepaid by the Vendor. The City shall not be responsible for delivery costs of any type.

STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this proposal and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

   No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal specification.

   - Goods and Services (including professional services) Contracts

     Each Vendor 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:

     i. A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

     ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

- Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the Vendor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the Vendor, in accordance with N.J.A.C. 17:27-7.

The Vendor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Vendor shall also 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.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the City harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Vendor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

Failure to submit proof of registration with the proposal submittal requires mandatory rejection of a proposal as a non-waivable defect.

5. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT (N/A)

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

6. PREVAILING WAGE ACT (N/A)

If applicable, pursuant to N.J.S.A. 34:11-56.25 et seq., vendors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The vendor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The vendor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The vendor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the vendor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/ lspubcon.html.

In the event it is found that any workman, employed by the Vendor or any Subcontractors covered by the contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Vendor, the City may terminate the Vendor's or Subcontractor's right to proceed with the work, or such part of the work, as to which there has been failure to pay required wages and to prosecute the work to completion or otherwise. The Vendor and his sureties shall be liable to the City for any excess costs occasioned thereby.

The Vendor or Subcontractor is required to do the following:

- Pay to all workmen engaging in the performance of services directly upon a public work, the prevailing rate of wages specified in this contract.
- Keep an accurate record showing name, craft, trade and actual hourly rate of wages paid to each workman employed by him in connection with any public work. Records shall be preserved for two years from date of payment.
- Post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages; and

- File written statements with the City Treasurer or Director of Finance certifying to the amounts then due and owing to any and all workmen for wages due on the account to the public work. The statements shall set forth the names of the persons whose wages are unpaid and amount due to each. The statements should be verified by the oaths of the vendor or subcontractor, as the case may be.

7. DAVIS BACON ACT (N/A)

   If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the vendor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at http://www.wdol.gov/.

8. THE PUBLIC WORKS VENDOR REGISTRATION ACT (N/A)

   If applicable, N.J.S.A. 34:11-56.48 et seq. requires that a general or prime vendor and any listed subcontractors named in the vendor's proposal shall possess a certificate *at the time the proposal is submitted*. After proposal proposals are received and prior to award of contract, the successful vendor shall submit a copy of the vendor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general vendor's responsibility that all non-listed sub-vendors at any tier have their certificate prior to starting work on the job.

   Under the law a "vendor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to vendors based in New Jersey or in another state.

   The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

   - "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
   - "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds…"

- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a vendor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

9. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

10. PAY TO PLAY

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

11. NUCLEAR-FREE HOBOKEN ORDINANCE

The Form shall be read and properly executed, and submitted as part of the proposal.

12. IRANIAN INVESTMENT ACTIVITY FORM

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party, in default and seeking debarment or suspension of the person or entity.

METHOD OF CONTRACT AWARD

1. The City and the successful Vendor, in accordance with N.J.S.A.40A:11-24 (b), shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the City to request an extension to execute said contract shall constitute a breach and the City can award the contract to the next lowest Vendor. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

2. The form of contract shall be submitted by the City to the successful Vendor. Terms of the specifications/proposal package prevail. Vendor exceptions must be formally accepted by the City.

3. The City reserves the right to waive immaterial formalities. The City reserves the right to procure these items under State Contracts or inter-local agreement if so desired.

4. The acceptance of a Proposal shall bind the successful Vendor to execute the contract and to be responsible for liquidated damages.

CAUSES FOR REJECTING PROPOSALS

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;

2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;

3. Multiple proposals from an agent representing competing Vendors;

4. The proposal is inappropriately unbalanced;

5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

6. If the successful Vendor fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the proposal of the next lowest responsible Vendor. (N.J.S.A. 40A:11-24b)

TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the Vendor of any

sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.

2. Notwithstanding the above, the vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Vendor and the City may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the City from the Vendor is determined.

3. The Vendor agrees to indemnify and hold the City harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.

4. In case of default by the Vendor, the City may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.

5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.

6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.
It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the City.

7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.

8. The City may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.

9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

10. The City may terminate the contract if adequate funds are not appropriated to satisfy the contracted compensation to the Vendor. However, in such cases, the Vendor shall have the right, subject to all other legal termination rights herein or under common or statutory law, to continue the contract until all funds in the not to exceed amount have been extinguished. In such circumstances, the Vendor agrees that it shall have no right, under quantum meruit or under any other equitable or common law theories.

11. The City has the right to incorporate a liquidated damage amount into the written contract with the successful vendor, up to ten percent of the contract amount, should the City deem such necessary for proper effectuation of the contract.

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

The Vendor 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 or sex. Except with respect to affectional or sexual orientation, the Vendor 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 or sex.

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

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

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

In conforming with the applicable employment goals, the Vendor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 Vendor 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 Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 at N.J.A.C. 17:27.**

APPENDIX B
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Vendor and the City of Hoboken, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Vendor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Vendor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Vendor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the City or any of its agents, servants, and employees, the *City shall* expeditiously forward or have forwarded to the Vendor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Vendor pursuant to this contract will not relieve the Vendor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the Vendor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the Vendor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Detailed Specifications
Request for Proposals – Competitive Contracting
RFP 15 – 06
AV and Web Streaming of Council Meeting

The City of Hoboken is soliciting proposals to provide and install a hands-free AV and Web Streaming solution (including hardware and software) that will stream, record, and archive for on-demand viewing (video and audio) City Council meetings over the internet, cable TV, and hand-held devices. The specifications allow an off-site hosted solution.

PROPOSAL REQUIREMENTS

Proposals should provide the following technical information:

- Describe external hosting capability of the vendor.
- Describe available camera options including those consistent with current High Definition broadcasting.
- Is the solution capable of camera control by the municipality or by the vendor on an as-needed basis?
- Describe capability for videos to be indexed and searchable according to an agenda provided by the city.
- Describe capability for 24 hour streaming with on-demand access with no staff involvement.
- Describe archival services available. Meeting content storage should be for the life of the agreement or a minimum of 36 months.
- Describe the means (and format) by which the City can arrange to playback a recorded meeting on our cable channel.
- Describe capability of system to stream non-meeting content such as public service announcements provided by the city. Is podcasting available?
- Describe available video standard capabilities and interoperability with major operating systems.
- Describe ability to stream utilizing HTML5 for mobile devices such as the iPhone, iPad, or other smartphones and tablets etc.
- Describe system reporting capabilities, number of viewers, etc.
- Describe system capability to interface with currently available agenda management software programs. Identify any known agenda management programs that your system **does not** interface with.
- Describe training requirements for City of Hoboken personnel.
- Describe guaranteed system uptime.
- Describe equipment warranty.
- Describe availability of technical support.

Proposals should provide the following administrative information:

- Provide all required and requested documentation and forms as indicated in this RFP.
- Professional Information and Qualifications

- Name of Firm;
- Address of principal place of business and all other offices and corresponding telephone and fax numbers. Please note specifically which professionals will be assigned to work with the City;
- For the individual(s) assigned as project or account managers to conduct this work, a description of their education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
- At least three (3) client references familiar with your prior work of this type;
- Examples of your record of success (or significant achievements) serving your clients;
- The firm's ability to provide the equipment and services in a timely fashion (including staffing, familiarity and location of key staff);
- Proposed costs and rates and any other compensation parameters;
- A copy of any required professional federal and/or state licenses to perform the required activities; and,
- Any other information that the interested firm deems relevant.

ORGANIZATION REQUESTING PROPOSAL

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

CONTACT PERSON

For questions and to obtain copies of this RFP contact the Purchasing Department at 201-420-2011 or email: adineros@hobokennj.gov.

Send all questions in writing via email to adineros@hobokennj.gov..

TERM OF CONTRACT

The initial term of the contract awarded hereunder shall be for one (1) year from the date of contract award, with four (4) separate one (1) year options to extend, both of which options shall be at the sole discretion of the City.

COST PROPOSAL/PRICING

A not-to-exceed amount will be established and shall apply for the contract.

QUALIFICATIONS

This Vendor must have the ability to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided;

strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Vendor shall complete the Firm Qualifications form as well as providing the following information:

- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Vendor's ability to complete the project.
- Provide whether the firm or its principals are now or have ever been included in any bankruptcy, or re-organization proceedings, or have operated under a different name. If so, explain.
- Provide a minimum of three (3) client references familiar with your prior work of this type. Include the following information for each project:
- Project name and description
- Name of contracting company or government agency
- Contact person's name, position, and current telephone number
- Dates, cost and scope of service
- Status and comments

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, the Vendor represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

PROPOSAL EVALUATION

The City will make the award that is in the best interest of the City based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The City reserves the right to:

- Not select any of the proposals.
- Select only portions of a particular Vendor proposal for further consideration and negotiation (however, Vendor may specify portions of the proposal that they consider "bundled").
- Request the Vendor(s) to discuss by oral, in-person presentation any services described in their proposal prior to award. Vendor will not be compensated for making the presentation.

BASIS OF AWARD

EVALUATION CRITERIA

Request for Proposals – Competitive Contracting
RFP 15 – 06
AV and Web Streaming of Council Meeting

The following is the criteria for evaluation of the proposal. Points shall be awarded based on the information contained in the proposal for each category as listed below on a weighted scale, with higher numbers meeting all required criteria and 0 not meeting the required criteria. Firms with the highest total score shall be considered for the contract award.

EVALUATION CRITERIA	SCORE/ POINTS
TECHNICAL CRITERIA	
Vendor's proposal demonstrates a clear understanding of the scope of work and related objectives	10
Vendor's proposal is complete and responsive to the technical/RFQ requirements	10
Vendor provides evidence of successful past performance of like projects	15
Quality of Vendor's references and/or referrals	10
MANAGEMENT CRITERIA	
History and experience in performing similar public sector work	15
City of Hoboken personnel training requirements	10
Qualification and experience of individual's support personnel	10
COST CRITERIA	
Vendor's Proposed Pricing or Rate Schedule	20
POINT TOTALS	100

CITY OF HOBOKEN
PROPOSAL DOCUMENT CHECKLIST

Request for Proposals – Competitive Contracting
RFP 15 – 06
AV and Web Streaming of Council Meeting

REQUIRED	SUBMISSION REQUIREMENT	READ AND/OR SUBMITTED
X	One original/three hard copies and one electronic copy (CD OR USB) of submission	
X	Proposal Forms	
X	Stockholder Disclosure Certificate	
X	Non-Collusion Affidavit	
X	New Jersey Business Registration Certificate	
X	Mandatory Affirmative Action Language	
X	Americans With Disabilities Act of 1990 Language	
X	Proof of Insurance	
X	References – at least 3 client references	
X	Public Works Vendor Registration Act (N/A)	
X	IRANIAN INVESTMENT ACTIVITY FORM	
X	Nuclear-Free Hoboken Ordinance	

***This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

EXCEPTIONS TO SPECIFICATIONS

Request for Proposals – Competitive Contracting
RFP 15 – 06
AV and Web Streaming of Council Meeting

COMPANY NAME _____

FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME _____

COMPANY LOCATIONS (if more than one, list principal location first)

_____

_____

_____

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

_____

_____

_____

_____

_____

_____

_____

_____

NUMBER OF EMPLOYEES _____

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

_____

_____

_____

_____

YEAR COMPANY WAS ESTABLISHED_____

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Partnership

☐ Limited Liability Corp. ☐ Limited Liability Partnership ☐ Subchapter S Corporation

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

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2 __.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____ TITLE: _____

DATE:_____

THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

****

CERTIFICATION: I hereby certify that _____ does not engage in the production of nuclear weapons or components. (Name of Vendor)

_____ Date

_____ Signature

_____ Title

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____residing in_____

(name of affiant) (name of municipality)

in the County of _____and State of_____of full age, being duly sworn according to law on my oath depose and say that:

I am _____of the firm of_____

(title or position) (name of firm)

_____the Vendor making this Proposal for the proposal entitled_____, and that I executed the said proposal

(title of proposal proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Hoboken** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____

(name of Vendor)

Subscribed and sworn to
before me this day_____ 20_____

_____
(Type or print name of affiant under signature)

_____
Notary Public of _____

My Commission expires _____ 20_____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

City of Hoboken

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

☐ **I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.
PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____ Relationship to Bidder/Vendor:_____

Description of Activities:

_____

_____

Duration of Engagement:_____ Anticipated Cessation Date_____

Bidder/Vendor_____

Contact Name:_____ Contact Phone Number:_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Hoboken is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Hoboken and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature:_____

Title: _____ Date:_____

Bidder/Vendor: _____

[redacted]

swagit

always connected

City of Hoboken, NJ

REQUEST FOR PROPOSAL

A/V and Web Streaming of Council Meeting

DATE: 05/29/2015

DEADLINE: 05/29/2015 11:00 AM

RFP Number: 15-06

The spread of civilization may be likened to a fire; first, a feeble spark, next a flickering flame, then a mighty blaze, ever increasing in speed and power.

-Nikola Tesla

City of Hoboken, NJ
c/o Purchasing Department
94 Washington Street
Hoboken, NJ 07030

Dear Mr. Dineros,

Swagit Productions, LLC., would first like to thank you for the opportunity to share with you our video streaming solutions, we are confident we can meet and exceed the City of Hoboken's needs as we have worked with you in the past and hope to continue our relationship. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** video solution that offers the most current advancements in video streaming and agenda management technology.

We take pride in presenting this proposal to the City of Hoboken, knowing that our solution exceeds our competitors while staying firm in our mission to remain affordable and continue to work with you. Swagit strives to bring you convenience and accessibility without the additional workload with our EASE video streaming solution. A company that first specialized in turnaround streams for television stations and newspapers, Swagit has grown significantly to a client list of over 350 government entities including: states, cities, counties, school districts, etc.

Below is a list of just some of the unique advantages of our EASE video streaming solution.

- Hands- free camera system
- Completely **hands-free** recording, uploading and archiving video streaming solution
- Hands-Free Indexing and time-stamping
- 24/7 Support and Customer Service
- An open API, which allows for seamless integration with any agenda management software
- No training needed
- Unlimited storage
- 98.99% uptime
- Latest software upgrades, and no upgrade fee

Sincerely,

Natascha Ross
Swagit Productions, LLC

Company Background

Swagit Productions, LLC is a privately held company headquartered in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In utilizing Swagit's EASE™ solution, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states and school districts. Furthermore, Swagit is a complete video production entity: including services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply our clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. What began as a company that specialized in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with almost all major agenda management solutions. Including, NovusAgenda, AgendaQuick, AgendaPal, AgendaEASE, Legistar and Provox.

With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computer, smart phone or tablet. Archived meetings are indexed and broken up into clips per each agenda item for a greater end-user experience.

EASE™ allows for clients to be able to outsource all of the production and video streaming/indexing to Swagit Productions, LLC for a completely end-to-end, **hands-free** solution.

The Swagit network stretches across North America and into Canada guaranteeing that you and your constituents are always connected. Our network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant giving clients the peace of mind of redundancy and keeping with the Swagit motto of "**Always Connected**."

- Swagit's EASE™ is a completely hands-free solution and requires no city staff time or resources
- Larger video with Swagit's solution (up to 70% larger) and FLASH video format, the most commonly viewed format on the web. Swagit also utilizes HTML5 for streaming to mobiles devices such as the iPhone and iPad.
- Swagit's open API allows integrations with most agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty content
- 100% Client Retention

Individual Profiles and Resumes

Bryan Halley: Director of Video Technology & Affairs

Bryan joins Swagit after serving with Video Access, Inc. (a B2B streaming company) as their Director of Video Technology and Senior Supervising Video Producer. He joined Videoaxs in March of 2000 as its fourth employee. In his tenure, Bryan oversaw the development of the video department from its beginnings. He has played a crucial role in developing new video technology and techniques as it relates from source to streaming media. Prior to joining Video Access, Bryan worked as a Producer for H-D Productions in Dallas, Texas. In 1999, Bryan Co-Produced, Co-Editor and was the Videographer for the TACA Neiman Marcus Silver Cup Awards. The presentation video later that year won the National Videographer Award. Bryan has also worked for the National Association of Television Program Executives (NATPE) as an Assistant Producer/Floor Director for the "Coffee with..." sessions. Most notably, Bryan worked with David E. Kelley (creator of Boston Public, Ally McBeal, The Practice, Chicago Hope, Picket Fences, etc.), Matt Stone and Trey Parker (South Park Creators). Prior to working for NATPE, Bryan was a script writer as well as pulled screen shots and dubbed videos for clients at SKY Television. Bryan has a Bachelor of Arts degree in Television/Radio from Southern Methodist University.

David Owusu: Director of Streaming Media Services

David has 20 plus years' experience producing and post-producing audio and video. He was the Co-originator of the first all-student produced news magazine show at Southern Methodist University. David has received multiple awards, not only in conjunction with television production, but independent film shorts as well. He earned a Bachelor's Degree in TV/Radio Broadcasting from SMU. He began his streaming multimedia career as a Supervising Video Producer at Video Access, a former leading business-to-business access portal for streaming independent, on-demand audio/video clips via the Internet. He was later promoted to Director of Streaming Media Services. Currently, David is the Executive Producer and Director of Streaming Media Services for Swagit, a Texas based limited liability Company who specializes in streaming specialty video for entities that produce their own content.

Daniel Kerr: Chief Technology Officer

Daniel, a native of New Zealand, began his career at a young age. His experience and knowledge has made him one of the most highly respected and sought after technology administrators worldwide. Daniel worked for Video Access, Inc. from 2000 to 2002 where he developed the initial backend for streaming media deployment. His deployment launched one of the most complex business-to-business Real Media, Quicktime, Windows Media architecture. He also worked on the content distribution network deployment. Today, he acts as a consultant to many of the world's Fortune 500 companies in system administration tasks. Since leaving Video Access, Daniel has worked as a system and network administration officer for Netfire.com and Speakeasy. Beyond those qualifications, he also maintains ties to ProHosting and Itransact as a network engineer.

Implementation Time-Line

Swagit will begin implementation once we receive an executed agreement and any deposit that may be required. Please note that completion of the client checklist (welcome packet) on pages 2 - 6 is imperative to keeping the project timeline.

Timeline for completion is typically 4-6 weeks depending on checklist completion, 50% deposit for Cosmos and from the time of signed agreement.

Third Party Contractor Involvement: If this project is in concert with a new or remodeling project of the meeting room, the work that the Project Contractor is performing may delay the date that Swagit can begin their installation. Please let us know if any such work is being planned.

Phase 1 - Hardware Provisioning/Development

- Hardware ordered (out of stock items may impact delivery)
- Hardware assembled by Swagit engineers
- Operating systems installed and configured per installation
- Swagit COSMOS™ software installed
- System burn-in testing conducted under fail-test load
- Hardware sign off by Swagit
- Information on pages 2 – 6 (welcome packet) *

Phase 2 – Deployment/Install

- Swagit Deployment Team arrives at the City of Hoboken for installation.
- All equipment installed and tested.
- Any required training performed.
- Installation sign off by Swagit

Phase 3 – Web Element Design

- Video library and player designed by Swagit in consultation with City of Hoboken
- Linking instructions provided to webmaster/IT
- Design sign off by Hoboken

Phase 4 - Acceptance Testing

- Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- Final signoff by client and fulfillment of purchase order

Deliverables

- Installation checklist
- Configured, tested and installed Swagit EASE™ Encoder
- Secure FTP account for pre-edited digital content
- Customized video library
- Customized video player
- Monthly usage statistics

Resources needed from the City of Hoboken for Video Streaming

- Logos, graphics and any artwork to match portal to the City of Hoboken's website
- Minimal time to test sound and camera to ensure high quality results
- 2.0-4.0 Mbps upload speed for live streaming (and uploading)
- Prompt notification of any scope changes
- Audio/Video Feeds to encoder
- Google analytics email
- Naming of categories
- Access to electricity
- Broadcast schedule
- List of contacts
- IP Addresses

References

Bill Pauwels: MIS
Montgomery Township, NJ

bpauwels@twp.montgomery.nj.us
2261 Rt 206
Belle Mead, NJ 08502
908-533-9296

A valued customer since 2012 the Township of Montgomery utilizes Swagit's COSMOS™ (1 camera solution) and hands-free EASE™ streaming solution.

Beth A. Portocalis: Executive Assistant to the Manager
Medford Township, NJ

bportocalis@medfordtownship.com
17 N Main St
Medford, NJ 08055
(609) 654-2608 x338

A valued customer since 2014 the Township of Medford utilizes Swagit's COSMOS™ (1 camera solution) and hands-free EASE™ streaming solution.

Judith Beville: Town Clerk
The Town of Greenburgh

jbeville@greenburghny.com
177 Hillside Ave.
Greenburgh, NY 10607
(914) 993-1500 x 5

A Valued customer since 2011 the Town of Greenburgh utilizes Swagit's AgendaQuick and hands-free EASE™ streaming solution.

References Cont.

Stephen Pappalardo: Deputy Village Manager
Village of Scarsdale, NY

spappalardo@scarsdale.com
1001 Post Rd Village Hall
Scarsdale NY 10583
(914) 722-1110

A Valued customer since 2015 the Village of Scarsdale utilizes Swagit's hands-free EASE™ streaming solution.

Glenn Kurcon: Information System Manager
City of Newburgh, NY

gkurcon@cityofnewburgh-ny.gov
83 Broadway
Newburgh NY 12550
(845) 569-7324

A Valued customer since 2014 the City of Newburgh utilizes Swagit's COSMOS™ and hands-free EASE™ streaming solution.

Work Sample–Government open meetings

Client examples:

Example of streamed meeting for City of Newburgh, NY
http://newburghny.swagit.com/play/05212015-768

Example of archived videos for Medford Township, NJ
http://medfordnj.swagit.com/play/05192015-1120

Example of streaming meeting for Montgomery Township, NJ
http://montgomerynj.swagit.com/play/05212015-850

Example of streaming meeting for Town of Greenburgh, NY
http://greenburghny.swagit.com/play/04222015-800

Example of streaming meeting for Texas Department of Transportation, TX
http://txdot.swagit.com/play/05192013-501

Example of streaming meeting for Huntsville, TX
http://huntsvilletx.swagit.com/play/05052015-925

Financial Qualifications – Annual Report

Swagit Productions, LLC is currently in good financial standing and has been consistently viable since the 2003 Founding. There are currently no potential mergers or acquisitions that may occur in foreseeable future. Swagit has not been party to any bankruptcy's or litigation action for the past 12 years, and is the industry leader providing innovative hands-free video streaming® technology.

Swagit Productions, LLC is a privately held company. It does not release financial information; such information could be useful to competitors. As such, Swagit's policy is to only release financial information to those who have signed a non-disclosure agreement (NDA), or a confidential disclosure agreement (CDA) with Swagit. The NDA or CDA between the two parties is to stand as a legal contract that outlines confidential materials or knowledge the parties wish to share with one another for certain purposes, but wish to restrict from generalized or public use.

EASE™ – Storage

Swagit Productions, LLC streaming services including hosting services from Swagit's developed CDN has an overall uptime of 99.98% from all of our six POPs across North America. Customer support on both UNIX and Windows virtual web hardware is maintained 24 hours/day. All collocated facilities have fully redundant power and dual separate connections to the backbone of the Internet. All server systems are fully backed up and contain RAID. Furthermore, all A/V content is backed up in three places including DVD masters, Off-site servers and hard drives. This insures proper client archival requests and storage for the life of an agreement. Backup generators assist in maintaining power to every facility we are affiliated with. Swagit staffing handles all system administration as well as all engineering expertise in updating and maintaining its equipment.

City of Hoboken's audio/video is stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN).

As the City of Hoboken approach prearranged storage allowances that are viewable to the public (generally 36 months of storage), they may choose to extend those allowances or begin removing old audio/video content in accordance with a storage horizon plan. Alternatively, Swagit can assist clients in adding supplemental storage to their Swagit EASE Encoder, directly or externally, to facilitate more cost effective long-term archiving of content while still maintaining online availability. In any case, Swagit hosts and stores all content indefinitely, regardless of the contract term.

SUPPORT

Whether you request support via email or by phone, you will receive a prompt, courteous and helpful response within 2 hours after hours or if during business hours immediate support.

Technical Support:

Telephone: 214-432-5905
Toll Free: 1-800-573-3160
M-F 6:00 am to 2:00 am CST

Fax: 214-750-9513
Email: support@swagit.com
24 hours/day

After regular office hours, your phone call or email will be forwarded to one of our administrators on call. You will be able to get help to resolve any technical support issues 24 hours a day.
While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed.

Swagit warrants that: (i) any streaming sever hardware provided by Swagit (as identified and described in the Scope of Services) not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City of Hoboken's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City of Hoboken, for the life of the contract; and (iv) in the event of a complete hardware failure within the warranty period, Swagit shall overnight replacement parts and/or a new server at its sole expense.

EASE™ – Training

Swagit's Extensible Automated Streaming Engine solution does not require training of staff, either onsite or web based, because it is an end to end solution and hands free for the City of Hoboken. EASE will also integrate with all willing current agenda management providers without the need for onsite or web based training for video streaming.

[PROPOSAL: Streaming Video Service - EASE™]

EASE™ – Extensible Automated Streaming Engine

The Extensible Automated Streaming Engine (EASE™) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for the city's clerks or webmasters.

- **Video Capture and Encoding**
  EASE™ Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**
  Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) index's the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**
  If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all Document/Agenda Management solutions.

- **Archiving**
  Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 80GB of storage, enough for approximately three full years of city council meetings.

- **Presentation**
  By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**
  In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity) however, using Windows Media format may exclude Apple users.*

EASE™ – Extensible Automated Streaming Engine

Swagit also streams in HTML5 providing content to mobile devices such as the iPhone, iPad and other mobile devices.

- **Monitoring**
  Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

- **Statistics**
  Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

- **Support**
  Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE™ Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

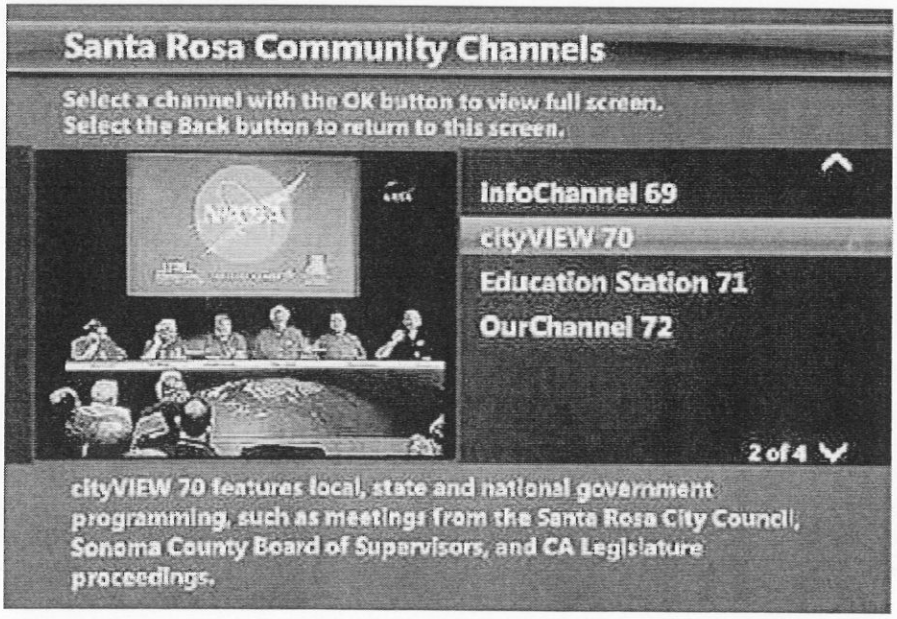
EASE™ – Extensible Automated Streaming Engine

AT&T U-verse® Integration

Many Public Access, Educational and Government (PEG) channels now have the opportunity to reach a new group of broadcast subscribers via AT&T U-verse® TV service. To reach these subscribers, U-verse® requires a 480×480 pixel Windows Media VC-1 stream at 1.25Mbs. Our EASE™ encoder is not only capable of creating a live U-verse® compatible stream, but it can also simultaneously encode a video stream, of your choosing (i.e. Flash, Windows Media, QuickTime, Real, etc.), for Internet distribution.

AT&T U-verse® and Swagit Productions, LLC both have headquarters located within the Dallas, Texas area. This allows the two companies to work together seamlessly for the betterment of government transparency. The partnership combined with Swagit's 'hands-free' streaming solutions, helps increase accessibility of government programming. Additionally, adding another form of distribution for content using a single solution not only saves money, but also makes things easy.

The City of Allen was able to deploy their content to AT&T U-verse® TV by leveraging their existing partnership with Swagit. "We have been using Swagit for on-line video on-demand since 2004 and have been very happy not only with the integrity of the product, but also with the quality of customer service," said ACTV Executive Producer Mark Kaufmann. "With the recent addition of Live streaming services, the opportunity opened to connect to AT&T's U-verse® TV network. We knew it was the right decision as we are constantly trying to find creative, cost-effective ways to reach more viewers."



COSMOS™ – Broadcast System

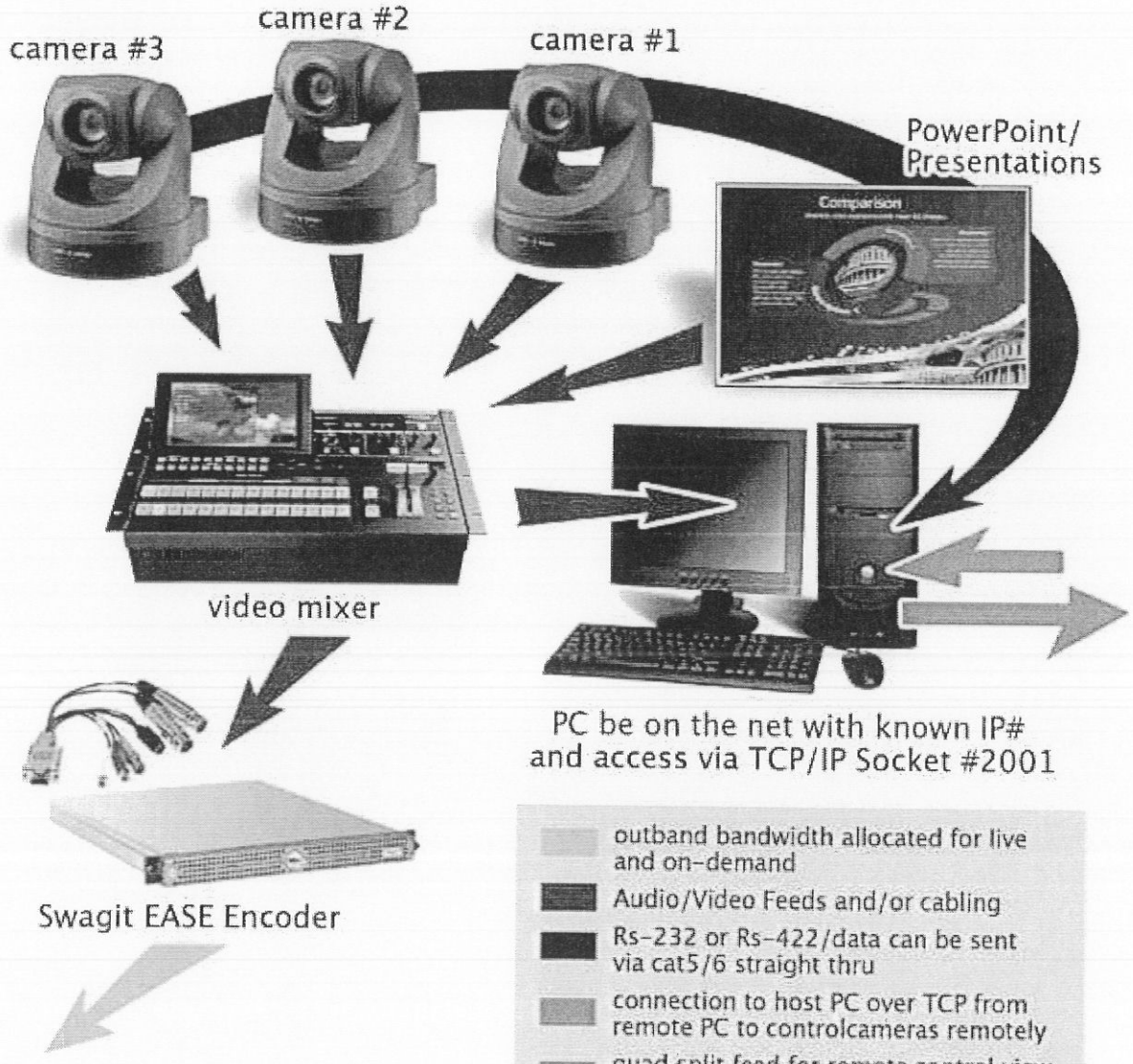
Built upon years of industry experience, Cosmos™ is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Cosmos™ system remotely from their facility in Plano, Texas. The Cosmos™ system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE™, Cosmos™ can offer a full end-to-end "hands-free" solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Cosmos™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Cosmos™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Cosmos™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Cosmos™ includes 2-4+ robotic (computer-controllable pan/tilt/zoom) cameras and you can choose from two main types: either single-chip (Sony EVI-D70) or 3-chip (Sony BRC-300) depending on your needs and budget. These popular Sony robotic cameras have excellent video quality and performance. The EVI-D70 and BRC-300 has the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition the EVI-D70 cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

COSMOS™ – Diagram



- outband bandwidth allocated for live and on-demand
- Audio/Video Feeds and/or cabling
- Rs-232 or Rs-422/data can be sent via cat5/6 straight thru
- connection to host PC over TCP from remote PC to controlcameras remotely
- quad split feed for remote control view 150kbps

COSMOS™ – Case Studies

Cosmos™ Case Study 1: Addison, Texas

Addison's unique solution for a challenging problem was Cosmos™. Addison faced three key problems; 1) the town did not have the staff resources to operate broadcasting and streaming equipment, 2) the town doesn't have a PEG or any other broadcasting station, and 3) the town wanted a complete hands-free end-to-end solution for displaying town meetings online.

Swagit's solution for the town provides complete hands-free remote operation of a multiple camera broadcast system, including a video switcher and audio mixer. In addition to the remote broadcast system (Cosmos™) and with the inclusion of Swagit's Extensible Automated Streaming Engine (EASE™), Swagit is able to control, broadcast and stream town meetings without the need for any Addison staff. It is all done from Swagit's headquarters in Plano, Texas.

Addison citizens expect the best and latest technology on their town's website. Adding the on-demand feature will improve citizens' accessibility to videos of town council and planning commission meetings and improve access to agenda information for these public meetings.

Cosmos™ Case Study 2: Richardson, Texas

The City of Richardson began live broadcasting of City Council meetings and work sessions as part of a wide-ranging transparency in government initiative that is included in the City Council's 2009-2011 Statement of Goals. The live broadcast is available to Time Warner Cable subscribers on channel 16 and streamed on the City's Web site, www.cor.net.

The City contracted with Swagit Productions, LLC as the video streaming service provider according to Richardson's Chief Information Officer Steve Graves. "We have installed two wall-mounted cameras in the City Council Chamber and the work session room," Graves said. "During the meetings, Swagit personnel will operate them remotely from their facility and can zoom in and switch from camera to camera depending on who is speaking. The broadcast signal goes through a switch that sends it to Swagit and also to our cable television channel."

Graves explained that the live Web cast is routed through a City computer server and is recorded as it is being sent to Swagit. "If for some reason the live Internet connection is lost, we have a saved copy that can be posted on our site," he said.

Testimonial from City of Richardson, TX: (http://richardsontx.swagit.com/play/09222009-48/0/)
As a work session or Council meeting is streaming live on the Web, Swagit employees tag each agenda item. At the conclusion of the meeting, they create an index on the City's Web site and visitors can choose to view individual agenda items rather than watch the entire video. Council and work session meetings will be archived on the site for up to two years. The City's cable channel 16 will replay taped broadcasts.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: Richardson Streaming Solution

PRICING – Cosmos™ HD Up-Front Costs

QTY	Item Description	Costs
4	Sony EVI-H100S HD PTZ Camera (full 1080/20 HD resolution with a 1/2.8-type Exmor CMOS sensor) *	
4	Wall Camera Mounts	
5	Sony- EVI DS-Cable- to daisy chain cameras	
1	Video + Audio extender via CAT5	
1	OptiPlex 7010 - 4GB, NON-ECC, 1600MHZ DDR3, i3-3240 Processor (3.40GHz, 3MB)	
1	Sony MCS-8M – Multi-format switcher with a built-in audio mixer and frame synchronizer	
1	VP-445 HD-SDI DA	
1	Mini Converter Audio to SDI	
1	Mini Converter to SDI Distribution	
2	Osprey 820e	
1	Cosmos HD-SDI Software	
1	APC UPS Remote Power Switch and Management (including: APC Battery Backup)	
1	HD Baluns	
1	Kramer VS-211HDXL Converters	
1	All Cable, connectors and hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
Total Costs for System and Installation ** (Travel Included):		**$ 43,995.00**

*** Different camera types are available with different horizontal resolution – D90, BRC-300, and H100S, Z700**

**** There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.**

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: Richardson Streaming Solution

PRICING – EASE™ HD Encoder -Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Premium HD/SDI Encoder- Hardware/Software/Provisioning (AT&T U-verse® Compatible)	1UServer	$ 5,236.00
• **EASE™ "Premium" Encoding Unit includes software Installation, system burn-In, RAID 1 and Redundant Power, rack rails included**		
• **Software Licenses (Flash Media, HTML5, Microsoft OS)**		
• **Osprey Capture Card with Simulstream and DirectShow® API**		
EASE ™ HD Remote Video Indexing Kit (Includes Scheduler)	Software	$ 1,925.00
Branded Media Library and Player	Setup	$1,260.00
Remote Network Installation (Typically 3 hours)	Setup	$ 360.00

Total HD System Upfront Cost	
Premium - Hardware/Software/Provisioning (AT&T U-verse® Compatible) + Osprey & Cosmos (camera system)	**$ 52,776.00**

*** Price and hardware model are subject to change after 60 days without prior notice.**

PRICING – Cosmos™ Standard Def- Up-Front Costs

QTY	Item Description	Costs
3	Sony- EVI-D80- high quality CCD cameras (48 degree view, 65 degree view option with D100) *	
3	Sony- WM-30B- Wall Mount for Sony EVI-D80	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex 7010 with Windows 7, Intel Core i3 CPU (3.30GHz 3MB Cache), 4GB Ram	
1	Video + Audio extender via CAT5	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and SDI/Firewire card	
2	Osprey 260e Without Simulstream	
1	Cosmos™ 5.4 software	
1	APC UPS Remote Power Switch and Management including APC Battery Backup	
1	Touch Control Monitor	
1	All Cable, Connectors and Hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
Total Costs for Camera System and Installation **:		$ 22,647.00

* Different camera types are available with different horizontal resolution – D80, D100 and BRC-300

** There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

View how everything comes together: http://richardsontx.swagit.com/play/09222009-48

PRICING – EASE™ SD Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Basic Encoder -Hardware/Software (AT&T U-verse® Compatible)	Workstation / 1U Rackmount	$ 1,555.00
Swagit Tower (Tower-Based unit), Encoder Software Installation, System Burn-In		
Branded Video Library Design, Branded Player Design		$1,260.00
Remote Install (Typically 3 hours)		$375.00
Licenses for Software/Tools (Flash Media, EASE™, WOWZA, HTML5, Microsoft OS)		$495.00
Osprey Video Capture Card w/Simulstream Software	260-e	$ 950.00

Total Standard Def System Upfront Cost	
Basic - Hardware/Software/Provisioning (AT&T U-verse® Compatible) + Osprey & Cosmos (camera system)	$ 27,282.00

PRICING – EASE™ Managed Services

Swagit's Extensible Automated Streaming Engine (EASE™) solution meets all current and future needs for government ***without*** creating any additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to spend time on indexing, editing or time-stamping video content. Each EASE™ package includes *On-demand* archiving, a 24/7 LIVE Stream via Internet and PEG, video podcasting through iTunes, streaming to Apple devices (ex: iPad & iPhone) and up to 120 hours of additional specialty content each year. Client also has the ability to upload media via FTP as an option if live streaming is not applicable.

	Service Description	Costs (Monthly)
Package 1	(EASE™) Up to 30 Indexed meetings a year	**$ 625.00**
Package 2	(EASE™) Up to 30 Indexed meetings a year with remote switching of cameras provided by Swagit	**$ 895.00**

Closed captioning software can be added to any package

How it all comes together: (Swagit EASE)

(OPTIONAL) Services/Upgrades – Individual Pricing	Costs
24/7 Live Stream – Around the clock SD stream of PEG Channel	**$ 250.00/month**
Additional Edited and On-Demand indexed meetings (Per additional meeting)	**$ 150.00/meeting**
Remote Switching (Approved Broadcast Systems Only) *	**$ 135.00/event**
AT&T U-verse® Service (If not bundled with other offers)	***Call for Quote***
Storage per additional year (If beyond 36 month window)	**$ 180.00/year**
Programming, Development or Design Implementation	**$ 120.00/hour**
Closed Captioning Services (If not bundled) **	***Call for Quote***

We offer a Price Match Guarantee for all "apples-to-apples" services.

*** Must have *approved broadcast system(s)* and *reliable Internet Connection.* (Up to 3hr event)**

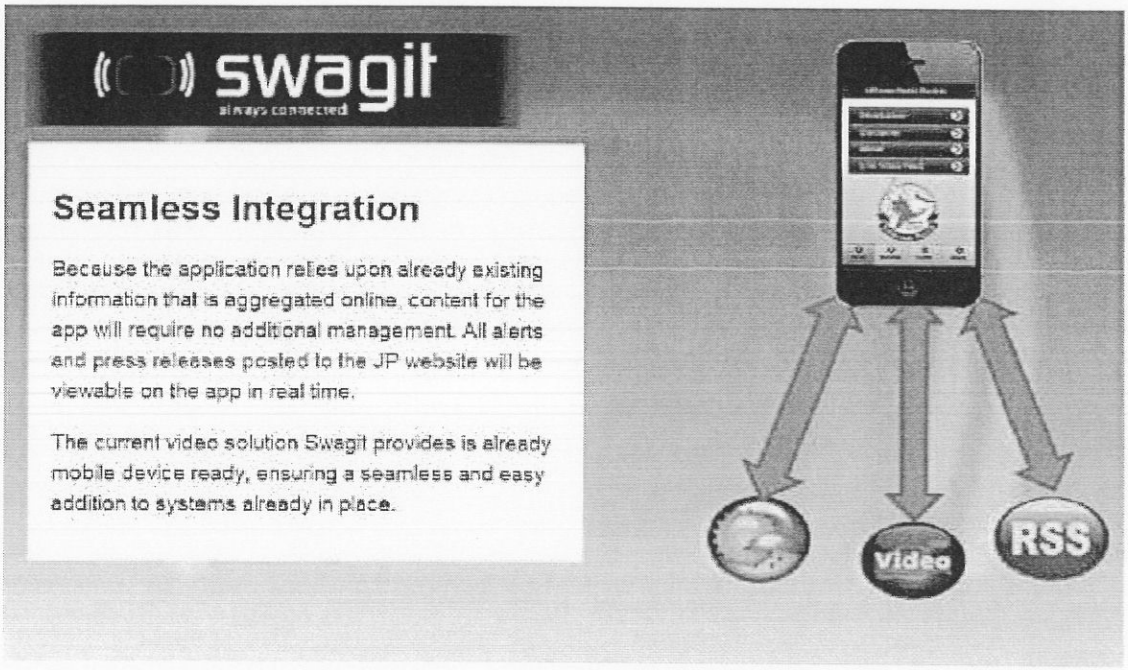
**** Service is priced on per event hour, including any breaks/executive session time, and requires proper closed captioning hardware. Event hour is rounded up to the nearest half hour.**

Module – Citizen Engagement APP (optional)

Swagit's Citizen Engagement Application is helping to improve the reporting and distribution of public information by local government jurisdictions. The Android and iDevice friendly APP allows citizens to actively participate in government on their terms.

The initial purpose of development was to accomplish two things:

1. Complement existing government services and make them more accessible.
2. Integrate streaming media into the APP to engage citizens at the local level, so they may take advantage of all their community has to offer. Video content of government activities and upcoming events continues to push transparency, while at the same time makes the resident feel a part of what is going on close to home.



Item Description	Type	Costs (Up-Front)
Citizen Engagement APP Deployment	Software	$ 4,490.00
• Stream live and original programming through the App • Branded and Customized for your Station or City • EOC Alerts (press conference push notifications) • Integrate existing communication efforts into the App • Include press releases, billing		
Annual Software License		$ 3,600.00

EXCEPTIONS TO SPECIFICATIONS

Request for Proposals – Competitive Contracting

RFP 15 – 06

AV and Web Streaming of Council Meeting

COMPANY NAME Swagit Productions, LLC

FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME Swagit Productions, LLC

COMPANY LOCATIONS (if more than one, list principal location first)

850 Central Parkway E. Suite 100, Plano, TX 75074

Harrisburg, PA

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

Swagit Productions, LLC is a privately held company headquartered in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In utilizing Swagit's EASE™solution, clients are offered the most comprehensive **hands-free** experience possible.

NUMBER OF EMPLOYEES Over 35 employees

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

Resumes are included on page 21

YEAR COMPANY WAS ESTABLISHED 2003

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL

SERVICES)

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report

(AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non- responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Swagit Productions, LLC_____ SIGNATURE: _____

PRINT NAME: Bryan Halley_____ TITLE: President_____

DATE: 5/27/2015_____

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Partnership

☐ Limited Liability Corp. ☐ Limited Liability Partnership ☐ Subchapter S Corporation

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

Stockholders:

Name: Home Address: Name:	Name: Home Address: Name:
Home Address: Name:	Home Address: Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ _____

day of _____, 2 __.

(Affiant)

(Notary Public)

_____

My Commission expires:

(Print name & title of affiant)

AMERICANS WITH DISABILITIES ACT OF 1990

ACKNOWLEDGEMENT FORM

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: Swagit Productions, LLC_____ SIGNATURE: _____

PRINT NAME: Bryan Halley_____ TITLE: President_____

DATE: 5/27/2015_____

THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.
****

CERTIFICATION: I hereby certify that Swagit Productions, LLC does not engage in the production of nuclear weapons or components.

(Name of Vendor)

Date

Signature

Title

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ residing in _____

(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

(title or position) (name of firm)

_____ the Vendor making this Proposal for the proposal entitled , and that I executed the said proposal

(title of proposal proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Hoboken** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Swagit Productions, LLC _____

_____ (name of Vendor)

Subscribed and sworn to

before me this day _____ 20

_____

(Type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20_____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

City of Hoboken

PART 1: CERTIFICATIONBIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

☐ **I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____ Relationship to Bidder/Vendor:_____

Description of Activities:_____

_____

Duration of Engagement:_____Anticipated Cessation Date_____

Bidder/Vendor_____

Contact Name:_____Contact Phone Number:_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Hoboken is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Hoboken and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature:_____

Title: _____Date: _____

Bidder/Vendor:__Swagit Productions, LLC_____

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Scope of Services – Exhibit B

EASE Solution

Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

  EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

  Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) index's the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

  If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.
  Swagit's EASE solution integrates with all Document/Agenda Management solutions.

- **Archiving**

  Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include enough storage for approximately three full years of city council meetings to be displayed to the public.

- **Presentation**

  By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**

  In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: HTML5, Flash, Windows Media, QuickTime and Real. Swagit is proud to support HTML5 and Flash as its default formats, which has proven itself as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

EASE Solution

- **Monitoring**

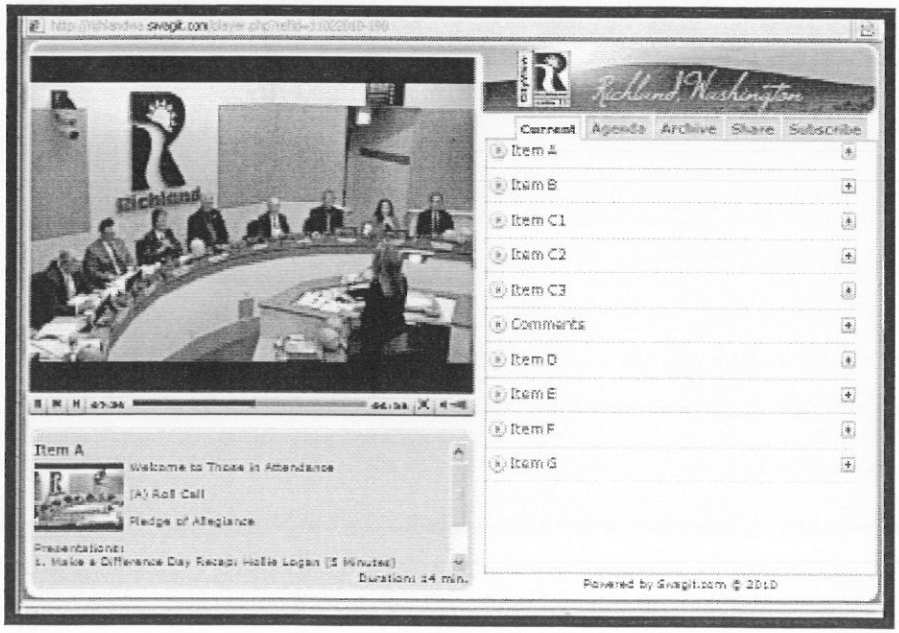
  Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

- **Statistics**

  Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

- **Support**

  Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



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Investment-Streaming Video

Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	1U	$4,635.00
Swagit Basic Encoder, Osprey 260e Video Capture Card with Simulstream Software, Microsoft Windows, OS Installation, Swagit EASE Tools, Encoder Software Installation, System Burn-in, Branded Video Library Design, Rackmount Kit, Branded Player Design, Remote Installation.		

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 2: Up To 30 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free). With Remote Switching Included (Up To 30 Meetings per year)	$895.00

Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	$150.00
Each Year of Meeting Storage Beyond 36 Month Window	$180.00/year
Programming, Development or Design Implementation	$120.00/hour
Each Additional Remotely Switched Meeting or Event	$135.00

Broadcast System- Cosmos

Built upon years of industry experience, Cosmos is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Cosmos system remotely from their facility in Plano, Texas. The Cosmos system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Cosmos can offer a full end-to-end "hands-free" solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Cosmos enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Cosmos communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Cosmos is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Cosmos includes 2-4+ robotic (computer-controllable pan/tilt/zoom) cameras and you can choose from two main types: either single-chip (Sony EVI-D80) or 3-chip (Sony BRC-300) depending on your needs and budget. These popular Sony robotic cameras have excellent video quality and performance. The EVI-D80 and BRC-300 has the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition the EVI-D80 cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

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Investment – Cosmos Broadcast System

QTY	Item Description	Price
3	Sony- EVI-D90 - high quality CCD cameras	
3	Sony- WM-30B - Wall Mount for Sony EVI-D90	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex 7020 with Windows 7, Intel Core i3 CPU (3.30GHz 3MB Cache), 4GB Ram	
1	Video + Audio extender via CAT5 up to 600 feet Model	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and SDI/Firewire card	
2	Osprey 260e Without Simulstream	
1	APC Battery Backup	
1	Cosmos 5.4 software	
1	APC UPS Remote Power Switch and Management	
1	Touch Control Monitor	
1	All Cable, Connectors and Hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
	Total Cost for Camera System & Installation*	$22,647.00

*There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

Cameras can be controlled locally by the client or remotely by Swagit's staff.

22

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER 1 (FINAL) TO THE CONTRACT TO RFS COMMERCIAL, INC. FOR PURCHASE OF FUNITURE FOR THE POLICE DEPARTMENT, AS CHANGE ORDER NUMBER 1 (FINAL), IN AN INCREASED AMOUNT NOT TO EXCEED $1,800.00 (=5.12% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF $36,995.54

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract purchase furniture for the Police Department; and,

WHEREAS, the Administration used RFS Commercial, Inc. 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/Final) to the contract to purchase furniture for the Police Department for a total increase in the contract amount by One Thousand Eight Hundred Dollars ($1,800.00), for a total not to exceed amount of Thirty Six Thousand Nine Hundred Ninety Five and Fifty Four Cents (**$36,995.54**) of which the change order (#1/Final) to the contract shall be for purchases and installation in accordance with the attached invoice #3655, dated 10/10/2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $1,800.00 is available in the following appropriation 5-01-25-241-021 **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/Final) be authorized for the contract to purchase furniture for the Police Department for a total increase in the contract amount by One Thousand Eight Hundred Dollars ($1,800.00), for a total not to exceed amount of Thirty Six Thousand Nine Hundred Ninety Five and Fifty Four Cents (**$36,995.54**) of which the change order (#1/Final) to the contract shall be for purchases and installation in accordance with the attached invoice #3655, dated 10/10/2015, 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:

RFS COMMERCIAL, INC.

280 N. MIDLAND AVENUE
BUILDING M, POSTAL UNIT 220
SADDLEBROOK, NJ 07663

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:

CITY CLERK

Batch Id: GDS Batch Date: 10/21/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-25-241-021 Office Supplies/POLICE OE	Encumbrance	CFO Cert meeting 10/21/2015	1,800.00	1

WARNING: This account would have a negative balance: 5-01-25-241-021. Balance would be: 40,921.62-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	1,800.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	1,800.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	1,800.00
Total:	1	1,800.00

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

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	1,800.00

Batch: GDS Updated Entries: 1 Updated Amount: 1,800.00 Ref Num: 3753

RFS Commercial, Inc.

280 N. Midland Avenue
Building M, Postal Unit 220
Saddle Brook, NJ 07663
201-796-0006

Invoice

Date	Invoice #
10/10/2015	3655

Bill To	Ship To
City of Hoboken City Hall 94 Washington Street Hoboken, NJ 07030-4585 Attn: Accounts Payable	Hoboken Police Dept. Bureau of Identification Furniture 106 Hudson Street Hoboken, NJ 07030 Leo Pellegrini (201) 420-2012

S.O. No.	P.O. No.	Terms	Rep	Project
1462	15-01765	Net 21 Days	RAP	

Item	Description	Ordered	Prev. Invoiced	Invoiced	Rate	Amount
SERVICE	Install cubicles and chairs per KI quote #ES08-254034/C	1	0	1	21,892.30	21,892.30T
SERVICE	Jerry to receive and install furniture	1	0	1	0.00	0.00T
SERVICE	Additional labor charge for Saturday install	1	0	1	1,800.00	1,800.00T

Subtotal	$23,692.30
Sales Tax (0.0%)	$0.00
Total	$23,692.30
Payments/Credits	$0.00
Balance Due	$23,692.30

(PD)
ORIGINAL CONTRACT: ~~$~~ $21,892.30
(HPU) → $13,303.24
CHANGE 1/FINAL $1,800.00

NEW/FINAL: $36,995.54

U.S Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. DEC. 2008
OMB No.: 1235-0008
Expires: 2/28/2018

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]
Trane U.S. Inc.

ADDRESS
19 Chapin Road Building B, Suite 200, Pine Brook, NJ 07058

PAYROLL NO.: 1
FOR WEEK ENDING: 8/16/2015
PROJECT AND LOCATION: HOBOKEN POLICE DEPARTMENT 0
PROJECT OR CONTRACT NO.: 14-7023000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND TIME: M 10	T 11	W 12	TH 13	F 14	SA 15	SU 16	(5) TOTAL HOURS	(6) RATE OF PAY: HRLY RATE	CASH FRNGS	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	STATE	MED	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																	
Tsaboklis,Thomas 3 McKinley Drive Kinnelon, NJ 07405 XXX-XX-7152	S	Air Conditioning & Refrigeration Mechanic	O								0.00	$ 70.88	$ -	$ 378.00	$ 231.51	$ 454.11	$ 124.40	$ 61.15	$ 250.58	$ 1,139.75	$ 1,990.56
			S	8.00							8.00	$ 47.25		$ 3,130.31							
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement: We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210(

Date 9/4/2015

I, Sharon Utsman (Name of Signatory Party) Payroll Analyst (Title)

(1) That I pay or supervise the payment of the persons employed by

Trane U.S. Inc. (Contractor or Subcontractor) on the

HOBOKEN POLICE DEPARTMENT (Building or Work); that during the payroll period commencing on the

10-Aug-2015, and ending the 16-Aug-2015

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Trane U.S. Inc. (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Aetna - PO Box 7012, Dover, DE 19903
Blue Cross Blue Shield - PO Box 247, Dept V, Newark, NJ 07101
Metlife - 501 US Hwy Rte 22 W, Bridgewater, NJ 08807
Prudential - 80 Livingston Ave, Roseland, NJ 07068
Ceridian FSA Services - PO Box 534134, St Petersburg, FL 33747
Fidelity Institutional Retirement Services - PO Box 770003, Cincinnati, OH 45277
Marsh Voluntary Benefits - 1776 West Lakes Parkway West, Des Moines, IA 50398

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

[X] In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

[ ] Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Tarabokije,Thomas	Employee received hourly fringes of $13.65 paid to plans listed above.

REMARKS:

NAME AND TITLE	SIGNATURE
Sharon Utsman	Sharon Utsman
Payroll Analyst	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

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Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO INTERTECH ASSOCIATES FOR THE PROVISIONS OF PUBLIC SAFETY COMMUNICATIONS ENGINEERING IN ACCORDANCE WITH RFP 15-14 FOR A ONE YEAR TIME TO EXPIRE OCTOBER 20, 2016 IN THE TOTAL AMOUNT OF $58,870.00

WHEREAS, the City of Hoboken published RFP's for public safety communication engineering services as RFP 15-14, which is a professional service contract exempt from public bidding under the local contracts law; and,

WHEREAS, in accordance with the Fair and Open Process, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that Intertech Associates is able to provide the City with the most effective and efficient services in accordance with the terms and conditions of the RFP; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to Intertech Associates, 77-55 Schanck Road, Suite A-14, Freehold, NJ 07728, for professional engineering services as public safety communications engineers, in the total amount of Fifty Eight Thousand Eight Hundred Seventy Dollars ($58,870.00) in accordance with the RFP 15-14 and the vendor's corresponding proposal; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $58,870.00 is available in the following appropriations: C-04-60-715-420; 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; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

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

A. This resolution awards a contract to Intertech Associates, 77-55 Schanck Road, Suite A-14, Freehold, NJ 07728, for professional engineering services as public safety communications engineers, in the total amount of Fifty Eight Thousand Eight Hundred Seventy Dollars ($58,870.00) in accordance with the RFP 15-14 and the vendor's corresponding proposal.

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 attached RFP 15-14 and vendor's corresponding proposal, as requested by the Administration.

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 services.

F. This resolution shall take effect immediately upon passage.

MEETING: October 21, 2015

REVIEWED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

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

Batch Id: GDS Batch Date: 10/21/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-420 Z-375 SOFT COSTS NON-FINANCE	Encumbrance	CFO Cert for meeting 10/21/2015	58,870.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	58,870.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	58,870.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	58,870.00
Total:	1	58,870.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	58,870.00

Batch: GDS Updated Entries: 1 Updated Amount: 58,870.00 Ref Num: 3752

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 **$912.14**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
VISHAL BHALLA 210 ADAMS STREET #3 HOBOKEN, NJ 07030	40/27/C0003	210 ADAMS ST	1ST/15	$912.14

Meeting date: October 21, 2015

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Mellissa 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

2k

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular and Special meeting of October 7, 2015** have been reviewed and approved by the Governing Body.

Approved as to form: _____

Meeting Date: October 21, 2015

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
Jim Doyle	/			
Jennifer Giattino	/			
Elizabeth Mason		/		
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Ravi Bhalla	/			

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

NB 27

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : _____

A RESOLUTION TO AMEND A 60-DAY PILOT PROGRAM TO RELOCATE A LICENSED SHUTTLE BUS STOP WITHIN THE HOBOKEN TERMINAL AREA

WHEREAS, the City of Hoboken Department of Transportation and Parking establishes roadway design policies based on best practices and federal and state standards; and,

WHEREAS, during the October 7th Council Meeting the City Council approved a 60-day pilot program to relocate the Hudson Place bus stop for licensed shuttle buses from the north side of Hudson Place near River Street to the south side of Newark Street between River Street and Sinatra Drive in an effort to alleviate peak period traffic congestion on the easternmost block of Hudson Place; and,

WHEREAS, after the October 7th Council Meeting, a preferred alternative location for the shuttle bus stop has been identified as the east side of Hudson Street between Observer Highway and Hudson Place.

NOW, THEREFORE, BE IT RESOLVED, that the Hoboken City Council amends a 60-day pilot program beginning October 22, 2015 and ending December 20, 2015 to relocate the temporary licensed shuttle bus stop from the south side of Newark Street between River Street and Sinatra Drive to the east side of Hudson Street beginning at a point 50 feet south of the southerly curbline of Hudson Street and extending 110 feet southerly therefrom, during the hours of 4:00pm-9:00pm, Monday through Friday.

BE IT FURTHER RESOLVED, prior to the conclusion of the 60-day pilot program, the City will use standard engineering evaluation metrics to make recommendations whether to make the pilot program permanent or revert back to the previous condition; should ordinances permanently amending these code sections fail to pass within the 60-day period, these pilot programs will lapse at 11:59PM on December 20, 2015 and activities and enforcement shall revert back to the code sections described above, as currently written.

Meeting date: October 21, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jennifer Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

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

James J. Farrin

CITY CLERK