

Introduced by:

Seconded by:

**CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_\_**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS  
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(5), (B)(7) AND  
ATTORNEY CLIENT PRIVILEGE RELATING TO PENDING  
LITIGATION AND ACQUISITION OF PROPERTY COMMONLY  
REFERRED TO AS THE BASF SITE AND TO RECEIVE ADVICE  
FROM THE CITY'S LEGAL COUNSEL FOR THE MATTER, ED  
BUZAK, ESQ.**

**WHEREAS**, the Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(5) and (b)(7), and for matters falling within attorney client privilege (for legal guidance on matters relating to pending litigation and acquisition of property); and

**WHEREAS**, the City seeks to obtain a status update and legal guidance on pending litigation and ongoing legal issues relating to the acquisition of the BASF site; and

**WHEREAS**, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending legal matters of the type listed herein; and,

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

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

**MEETING: November 4, 2015**

APPROVED AS TO FORM:

Melissa Longo, Esq.  
Corporation Counsel

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

NOV 04 2015

**CITY CLERK**

Introduced By: [Signature]  
Seconded By: [Signature]

**CITY OF HOBOKEN  
RESOLUTION NO: \_\_\_\_\_**

**RESOLUTION OF THE CITY OF HOBOKEN REFERRING THE PROPOSED  
“REDEVELOPMENT PLAN: NEUMANN LEATHERS REHABILITATION AREA”  
DATED OCTOBER 15, 2015, TO THE CITY OF HOBOKEN PLANNING BOARD IN  
ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW,  
N.J.S.A. 40A:12A-7(e)**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“Redevelopment Law”), on October 19, 2011 and October 15, 2014, the City Council adopted a Resolution designating certain properties known as Block 2, Lots 12 through and including 26, Block 2.1, Lots 1 through and including 10 on the tax map of the City of Hoboken, that portion of the public right of way of Observer Highway from and including the intersection with Jefferson Street to and including the intersection with Hudson Street, that portion of the public right of way of Willow Avenue from and including the intersection with Observer Highway to and including the intersection with Newark Street, and that portion of the public right of way of Newark Street from and including the intersection with Willow Avenue (collectively referred to hereinafter as the “Neumann Leathers Rehabilitation Area” or “Site”), which is generally located in the southern portion of the City of Hoboken, as an area in need of rehabilitation; and

**WHEREAS**, together with extensive consultation with the community, the property owners and other parties the Redevelopment Plan: Neumann Leathers Rehabilitation Area, dated October 15, 2015, (“Plan”), was prepared by the North Community Development Subcommittee of the City Council, the Mayor and her Administration, and the firm of Maser Consulting, P.A.;

and

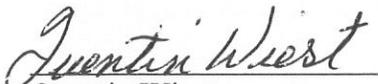
**WHEREAS**, pursuant to the provisions of the LRHL, the next step in the redevelopment process is to refer the proposed Plan to the City of Hoboken Planning Board for its recommendation pursuant to law; and

**NOW, THEREFORE**, it is hereby resolved by the City Council as follows:

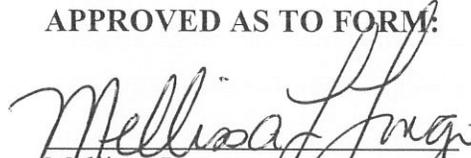
1. The City Council hereby refers the proposed “Redevelopment Plan: Neumann Leathers Rehabilitation Area,” dated October 15, 2015 (“Plan”) which is on file at the municipal offices of the City of Hoboken, and incorporated herein as if set forth in full, to the City of Hoboken Planning Board for review and recommendation in accordance with N.J.S.A. 40A:12A-7(e).
2. The City of Hoboken Planning Board shall generate a report within forty-five (45) days after this referral containing its recommendation regarding the proposed Plan. The report shall include a determination as to whether the proposed Plan is substantially consistent with the City of Hoboken Master Plan, or is designed to effectuate the Master Plan, and if inconsistent, shall identify the inconsistencies it may have identified. The report of the Planning Board may also include any other matters the Board deems appropriate.
3. City Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
4. This Resolution shall take effect immediately.

**Meeting Date:**

**REVIEWED BY:**

  
 Quentin Wiest,  
 Business Administrator

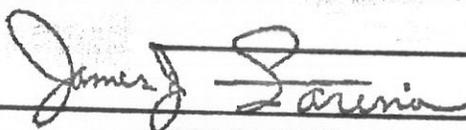
**APPROVED AS TO FORM:**

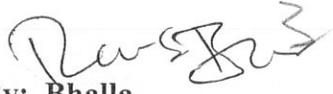
  
 Melissa Longo  
 Corporation Counsel

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: NOV 04 2015

  
\_\_\_\_\_  
CITY CLERK

  
Sponsored By: Bhalla

Co-sponsored By: Russo  


RESOLUTION NO: \_\_\_\_\_

**RESOLUTION IN SUPPORT OF NOVEMBER AS AMERICAN DIABETES MONTH**

**WHEREAS**, One in eleven Americans which is nearly thirty million children and adults in the United States have diabetes; and

**WHEREAS**, Another eighty-six million Americans have prediabetes and are at risk for developing Type 2 Diabetes; and

**WHEREAS**, American Diabetes Month takes place each November and is a time to come together as a community to educate people and stop diabetes; and

**WHEREAS**, Diabetes is one of the leading causes of disability and death in the United States that can cause blindness, nerve damage, kidney disease and other health problems if not controlled; and

**WHEREAS**, people who are at high risk for Type 2 Diabetes can lower their risk by more than half if they make healthy changes in their life including eating healthy, increasing physical activity, and losing weight; and

**WHEREAS**, we can use the month of November to raise awareness about diabetes risk factors and encourage people to make healthy changes; and

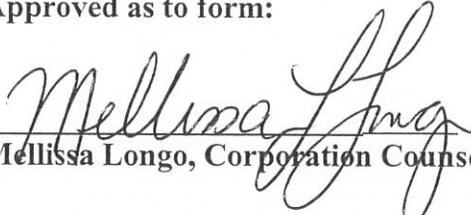
**NOW, THEREFORE, BE IT RESOLVED**, This Council recognizes November as American Diabetes Month and stands with all who have been affected by diabetes and encourages people who are at high risk for Type 2 Diabetes to make healthy changes to lower their risk for diabetes.

**Meeting date: November 4, 2015**

Department of Administration

Approved as to form:

  
Quentin Wiest, Business Administrator

  
Mellissa Longo, 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	/			

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

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO PAT SCANLAN  
LANDSCAPING, INC. FOR WASHINGTON STREET TREE PLANTING AND  
BEAUTIFICATION PROJECT (BID 15 – 20) , AS CHANGE ORDER NUMBER 1, IN AN  
INCREASED AMOUNT NOT TO EXCEED \$12,800.00 (=19.0% INCREASE) FOR A TOTAL  
NOT TO EXCEED AMOUNT OF \$82,090.00

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for Washington Street Tree Planting and Beautification project; and,

WHEREAS, the Administration intends to continue to use Pat Scanlan Landscaping, 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) to the contract for Washington Street Tree Planting and Beautification Project to Pat Scanlan Landscaping, Inc. for a total increase in the contract amount by Twelve Thousand Eight Hundred Dollars (\$12,800.00), for a total not to exceed amount of Eighty Two Thousand Ninety Dollars (\$82,090.00) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the vendor's proposal, dated 10/20/2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$12,800.00 is available in the following appropriation: T-03-40-000-016 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: [Signature] George DeStefano, CFO  
[Signature] 11/2/15

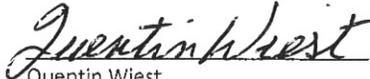
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for Washington Street Tree Planting and Beautification Project be authorized in favor of Pat Scanlan Landscaping, Inc. for a total increase in the contract amount by Twelve Thousand Eight Hundred Dollars (\$12,800.00), for a total not to exceed amount of Eighty Two Thousand Ninety Dollars (\$82,090.00) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the vendor's proposal, dated 10/20/2015, 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 change order and payment of appropriated funds, 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 a change order, for the above referenced goods and/or services based upon the following information:

Pat Scanlan Landscaping, Inc.  
P.O. Box 1136, New City, NY 10956

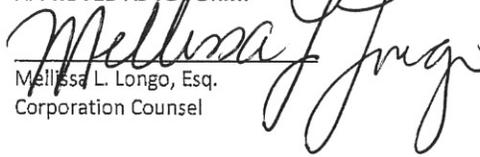
Meeting date: November 4, 2015

APPROVED:



Quentin Wiest  
Business Administrator

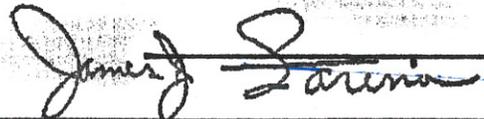
APPROVED AS TO FORM:



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: **NOV 04 2015**



CITY CLERK

Budget Account Maintenance

Account: I-03-40-000-016 Desc: Reserve Share Used Cont

Acct Type: Line Item Control Chk Acct: TRUST Cap Flag:

Fund Type: Capital/Trust Class Id: Class Id 2:

Misc G/L Accounts Adopted Budget Detail

Activity To Date		Current Period	
Encumber	58,251.00	Budgeted	.00
Expended	17,052.94	Balance	73,827.69
Trans-In	.00	Trans-In	.00
Trans-Out	.00	Trans-Out	.00
Reimburse	149,112.45	YTD Requested	.00
Cancel	.82	Requested Balance	73,827.69
		Reimburse	700.00



# PROPOSAL

335

**PAT SCANLAN LANDSCAPING, INC.**

P.O. BOX 1136  
NEW CITY, NY 10956

**(845) 634-0508 Fax: (845) 634-0588**  
**patscanlan1@optonline.net**

TO:  
City Of Hoboken  
94 Washington St  
Hoboken NJ 07030

PHONE	DATE
JOB NAME / LOCATION	10/20/2015
Washington st change order	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

400 Block  
additional 4 4-8" caliper tree removals @\$500.00 (\$2,000.00)

500 Block  
add 12 additional tree pit guards along 500 block at \$900.00 each(10,800.00)

**We Propose** hereby to furnish material and labor— complete in accordance with the above specifications, for the sum of:

Twelve thousand Eight Hundred and 00/100 Dollars dollars (\$) 12,800.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

*[Handwritten signatures]*

**CITY OF HOBOKEN  
RESOLUTION NO. : \_\_\_**

**A RESOLUTION TO AUTHORIZE A CONTRACT WITH BOSWELL ENGINEERING FOR  
ENGINEERING SERVICES RELATING TO THE CITY'S BIKE LANE STRIPING PROJECT  
FOR A ONE YEAR TERM, TO COMMENCE IMMEDIATELY AND EXPIRE ON  
NOVEMBER 3, 2016, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$73,000.00**

**WHEREAS**, service to the City as Engineer 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**, in accordance with the fair and open process, the City previously issued an annual engineering RFP, authorized a pool of prequalified engineers therefrom, of which Boswell Engineering was authorized as a pool engineer for CY2015; and,

**WHEREAS**, the City requested a proposal from Boswell Engineering for the engineering oversight of the Bike Lane Striping Project, which Boswell Engineering responded to with the attached proposal, dated 10/3/2015, and the City now seeks to contract with the named firm for said services in accordance with the attached proposal; and,

**WHEREAS**, the firm is hereby required 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 \$73,000.00 is available in the following appropriations 5-31-55-713-003 in the CY2015 capital account; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2015 capital account; and I further certify that the funds being appropriated are intended for the purposes herein authorized.**

Signed: *George DeStefano*  
*George DeStefano* George DeStefano, CFO  
*11/2/15*

**NOW THEREFORE, BE IT RESOLVED**, that the City Council authorizes a contract be awarded and entered into by the City's administration as follows: Boswell Engineering for Engineering Oversight of the Bike Lane Striping Project, with a not to exceed amount of \$73,000.00 (pursuant to Boswell Engineering's attached 10/3/2015 proposal) for a term to commence November 4, 2015 and expire November 3, 2016; and

**BE IT FURTHER RESOLVED**, the contract shall expressly state that said firm shall be obligated to provide prompt 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 the vendor ; and

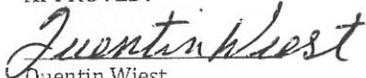
**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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,

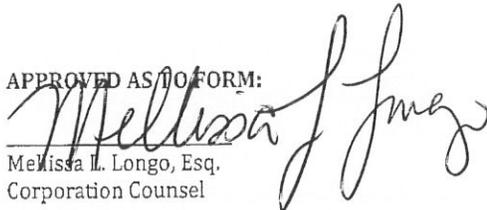
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: November 4, 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:

NOV 04 2015



CITY CLERK

Budget Account Maintenance

Account: 5-31-55-713-000      Desc: 713 HPU ADMIN CONTROL GROUP      Cap Flag: ...

Accr Type: Control      Chk Acc: IPARK UTILITY

Fund Type: Budget      Class Id:      Class Id 2:      Cap Flag: ...

Activity Misc C/F Accounts Adopted Budget Detail

Activity To Date:		Budgeted	Expended	Current Period
Encumber	10,315.99	211,034.00	Expended	.00
Expended	58,807.81	Balance:	Trans-In	.00
Trans-In	.00	141,910.20	Trans-Out	.00
Trans-Out	.00	YTD Requested	Reimburse	.00
Reimburse	.00	379.95	Requested Balance	.00
Cancel	.00	141,530.25		

Control Account L No. of Sub-Accounts: 11

• 1003' is subaccount



September 2, 2015

John Morgan, Director  
Transportation and Parking Authority  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

Re: City-Wide Bicycle Improvements  
Transportation Alternative Program Funding  
City of Hoboken  
Hudson County, New Jersey  
Our File No. PR-15-6759

Dear Mr. Morgan:

Boswell McClave Engineering (Boswell) is pleased to submit a proposal for professional engineering services for the above referenced project. It is our understanding that the City of Hoboken (City) recently received federal funding totaling \$530,000 through the Transportation Alternatives Program (TAP) for the installation of bike lanes on City roads. In addition, it is our understanding that Hudson County (County) has received \$200,000 in federal funding for the installation of bike lanes on County roads within City limits. A kick-off meeting to discuss this project was held with the New Jersey Department of Transportation (NJDOT), the Mayor, City and County staff on August 14, 2015. During that meeting, NJDOT agreed to both grants being combined into a single project moving forward.

Following is a scope of work and scope of services along with the estimated fee for engineering design services.

### **SCOPE OF WORK**

For this project, the City's 2015 TAP Grant Bike Network Striping Plan will be followed. Since work is proposed on City and County roads, Boswell will coordinate with both agencies throughout the design process. In addition, because the project has federal funding, Boswell will provide all documents and submittals in accordance with the NJDOT Federal Aid Handbook. The Federal Aid Handbook outlines the procedures to be completed, detailing the documents required in order to secure construction authorization from NJDOT and proceed to public bidding.

To this end, Boswell will prepare the necessary Scope of Work (SOW) and Categorical Exclusion Document (CED). This will be submitted to NJDOT with the requisite 60% design plans. Boswell will then make both preliminary and final submissions to NJDOT. Boswell will provide all engineering design services, coordinating efforts with the City, County, and NJDOT staff to see the project through public bidding.

The scope of services detailing the tasks involved with this are as follows.

### **SCOPE OF SERVICES**

Boswell will perform the following scope of services:

1. Prepare the necessary survey for all roads included within the project. The survey will include field edit (vertical and horizontal). The Federal Highway Administration does not accept aerials for base mapping.
2. Meet with County and City staff to finalize scope and striping details.
3. Prepare the SOW and CED write-ups.
4. Prepare preliminary construction plans and submit to NJDOT along with SOW and CED.
5. Make a preliminary submission to NJDOT in accordance with the Federal Aid Handbook. The preliminary submission will include the following documents:
  - a. Design Exceptions (as applicable)
  - b. Preliminary Plans, Specifications, and Engineer's Estimate
  - c. Construction Bar Chart
  - d. Notification of patented/proprietary items
6. Address any comments NJDOT may have from the preliminary submission.
7. Make a final submission to NJDOT in accordance with the Federal Aid Handbook. This final submission will include the following documents:
  - a. Final Plans
  - b. Specifications
  - c. Engineer's Estimate (current within 30 days from the time of submittal)
  - d. Approved Design Exceptions (as applicable)
  - e. Approved Environmental Documentation
  - f. State Historic Preservation Office review and approval (as applicable)
  - g. Permit Certification with copies of all permits (as applicable)
  - h. Right of Way Certifications (prepared by our office and signed by the County and the City)

- i. Utility Certifications
  - j. Designer's Certification
8. Respond to comments from NJDOT on the final submission and make the necessary re-submissions to secure approval.
9. Prepare the funding agreement and submit an executed copy of this along with a certified copy of the supporting resolution and Scope of Work to NJDOT.
10. Once written authorization to proceed is received from NJDOT, prepare the bid advertisement for publishing. All bid advertising will be done in accordance with NJDOT and federal criteria and copies of all advertisements will be submitted to NJDOT.
11. Review bids received and prepare recommendation letter to both the City and County.

**FEE PROPOSAL**

Boswell will perform the services outlined in the proposal for a fee not to exceed \$73,000. The billing will be based on our hourly rates in effect at the time the work is performed.

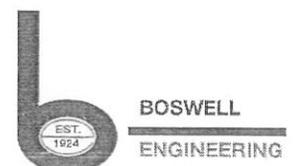
**ITEMS NOT INCLUDED IN THE ENGINEERING FEE**

The following items are excluded:

1. Preparation of legal agreements between Hudson County and the City
2. Permit Fees
3. New Jersey Department of Environmental Protection Permits
4. Right-of-Way and/or Easement Plans or Descriptions
5. Structural Plans (including retaining walls)

Additional work above and beyond what is outlined in the proposal will be performed as authorized by the City.

Thank you for the opportunity to submit this proposal. We look forward to providing the City of Hoboken with our engineering services and to the successful completion of this project. Should



John Morgan, Director  
September 2, 2015  
Page 4 of 4

you have any questions or require additional information, please do not hesitate to contact Joseph A. Pomante, P.E., Rebecca E. Mejia, P.E. or me.

Very truly yours,

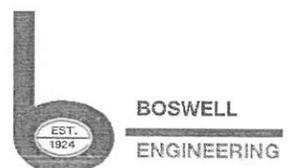
BOSWELL McCLAVE ENGINEERING

A handwritten signature in black ink, appearing to read "PCT-Kate". The signature is written in a cursive, somewhat stylized font.

Peter C. Ten Kate, P.E.

PCTK/CJN/REM/ajf

150902REMP1.doc



Introduced by:  
Seconded by:

*[Handwritten signatures]*  
6  
Pete H. King

CITY OF HOBOKEN  
RESOLUTION NO. :\_\_

**RESOLUTION TO AUTHORIZE AN AMENDMENT OF THE PROFESSIONAL SERVICE CONTRACT WITH MARAZITI FALCON AS SPECIAL LEGAL COUNSEL- OUTSTANDING LITIGATION (FROM CY2014) TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2015 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$156,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$381,000.00**

**WHEREAS**, service to the City as Special Counsel-Outstanding Litigation 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, in accordance with the Fair and Open Process, previously contracted for litigation counsel with Maraziti Falcon, and thereafter amended the contract to extend it through CY2015; and,

**WHEREAS**, **Maraziti Falcon** 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 \$156,000.00 is available in the following appropriation 5-01-21-181-036 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.

*George De Stefano*  
Signed *[Signature]* George DeStefano, CFO  
*11/2/15*

**NOW THEREFORE, BE IT RESOLVED**, that the contract with Maraziti Falcon to represent the City as Special Legal Counsel-Outstanding Litigation CY2014, for a term to expire December 31, 2015, shall be amended to increase the not to exceed amount of \$156,000.00, for a total not to exceed amount of \$381,000.00 (there is \$0.00 remaining appropriated from the original NTE amount of \$225,000.00 as of 10/26/2015); and,

**BE IT FURTHER RESOLVED**, the contract shall include the following term: Maraziti Falcon shall be paid maximum hourly rates of \$190.00/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 outstanding litigation only, and this contract shall not be for a sum certain but rather, a retainer, the level of representation in the matters 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 Maraziti Falcon; 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 FURTHER RESOLVED that this resolution shall take effect immediately.

Reviewed:

*Quentin Wiest*

Quentin Wiest  
Business Administrator

Approved as to Form:

*Melissa Longo*

Melissa Longo, Esq.  
Corporation Counsel

Meeting Date: November 4, 2015

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

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

NOV 04 2015

*James J. Saracino*

CITY CLERK

Budget Account Maintenance

Account: 5-01-21-181-000 Desc: REDEVELOPMENT EXPENSE

Acc Type: Control      CapFlag:

Fund Type: Budget      Class Id:      Class Id 2:     

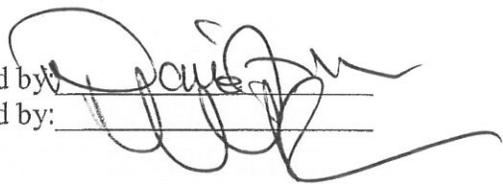
Misc GL Accounts Adopted Budget Detail

Activity	Misc	GL Accounts	Adopted Budget Detail	Current Period
Encumber			Budgeted: 525,000.00	Expended: .00
Expended			Balance: 203,647.74	Trans-In: .00
Trans-In				Trans-Out: .00
Trans-Out			YTD Requested: .00	Reimburse: .00
Reimburse			Requested Balance: 203,647.74	
Cancel				

Control Account No. of Sub-Accounts: 2

036' is subaccount

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_



**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A CONTRACT TO RFS COMMERCIAL, INC. TO REPAIR FLOORING AT MIDTOWN GARAGE IN ACCORDANCE WITH NJ STATE CONTRACT G2005/A81751 IN THE TOTAL AMOUNT NOT TO EXCEED \$35,600.00**

**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 Mannington Mills Inc. has been awarded an New Jersey State Contract G2005/A81751; and,

**WHEREAS**, the City requires repair and replacement to the flooring at Midtown garage for Hoboken Parking Utility (as described in the attached proposal, which shall become part of the contract); 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 NJ State Contract G2005/A81751; and,

**WHEREAS**, RFS Commercial, Inc. is the authorized dealer of Mannington Mills Inc. in New Jersey;

**WHEREAS**, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$35,600.00 is available in the following appropriations: 5-31-55-702-015 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; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, George DeStefano, CFO  
By Ch Bold 11/2/15

**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 the NJ State contract, for a total not to exceed amount of Thirty Five Thousand Six Hundred Dollars (\$35,600.00), as follows:

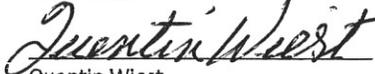
1. The above recitals are incorporated herein as though fully set forth at length.

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 attached proposal, and the following information:

RFS Commercial, Inc.  
 280 N Midland Avenue  
 Saddle Brook, NJ 07663

**Meeting date: November 4, 2015**

APPROVED:

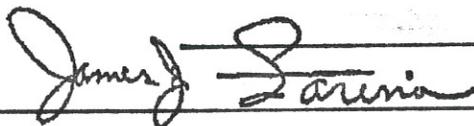
  
 Quentin Wiest  
 Business Administrator

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				J
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: **NOV 04 2015**

  
 \_\_\_\_\_  
 CITY CLERK

Account	5-
Acct Type	Co
Fund Type	Ba
Activity	Misc
C	C
Encumber	
Expended	
Trans-In	
Trans-Out	
Reimburse	
Cancel	

Budget Account Maintenance

Desc: 702 OFF STREET CONTROL GROUP

Cap Flag:

CHK Acct: IPARK UTILITY

Class Id:

Class Id 2:

Accounts Adopted Budget Detail

Activity To Date	Budgeted	Expended	Current Period
204,421.38	1,787,050.00	23,172.59	
1,029,186.25	Balance 553,442.37	Trans-In	.00
.00		Trans-Out	.00
.00	YTD Requested 69,806.40	Reimburse	.00
.00	Requested Balance 483,635.97		
.00			

Mo. of Sub-Accounts: 8

"015" is subaccount

**CITY OF HOBOKEN  
HUDSON COUNTY**

**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) for contracts entered into with the City of Hoboken, except those contracts which are not within the scope of the Act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by City representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the City of Hoboken, the City Council of Hoboken and all of its officers, agents and employees of, and from, any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this 22<sup>nd</sup> day of October, 2015

as a binding act in deed of RFS COMMERCIAL, INC  
Name of Organization/Bidder

Michael Pizzuto  
Authorized signature & title

Michael Pizzuto  
PRINT - Authorized name & title

AMANDA E. PICHEO  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2444263  
My Commission Expires 4/2/2019

Amanda Picheo  
Witness

# RFS Commercial, Inc.

real flooring solutions

Member:

AIANJ-Architects League  
AIANJ Newark & Suburban  
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter  
NJ Buildings & Grounds Assoc – Northwest Chapter  
Property Owners Assoc of New Jersey

Certifications:

NJ Public Works Contractor  
DPM&C Classification  
SBE/SDA Classification  
NJ Business Registration  
NJ State Contract Vendor

**NJ STATE CONTRACT  
A81751**

October 19, 2015

Joe Scardino  
City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

**Re: Midtown Parking Garage Phase 1 – 330 Clinton Street, Hoboken NJ**

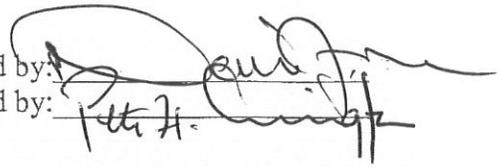
The following proposal is to supply and install Ardex Concrete repair system using Ardex TRM structural repair mortar. Saw cut areas in basic rectangular shapes to a minimum depth of ½ inch. Prior to pour; mechanically remove all loose or weak concrete, dirt, debris, and any contaminants that may break the bond. Thoroughly vacuum and sweep to remove all loose debris. If any metal is exposed, clean off all rust by use of wire brushes and apply Ardex BACA rust protector to all sides exposed. After the mortar has cured, apply a concrete dressing and sealer as necessary. Also includes the removal of existing epoxy coating.

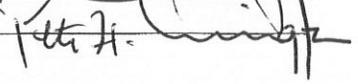
**Total Price: \$35,600.00**

Thank you for the opportunity to present this proposal.

Sincerely,

Michael Pizzuto

Introduced by: 

Seconded by: 

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A CONTRACT TO BEYER FORD LLC TO  
PURCHASE ONE (1) 2016 FORD EXPLORER 4WD FOR THE POLICE  
DEPARTMENT IN ACCORDANCE WITH NJ STATE CONTRACT  
T2007/83013 IN THE TOTAL AMOUNT NOT TO EXCEED \$41,778.00**

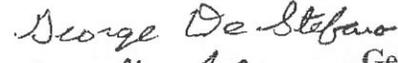
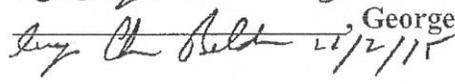
WHEREAS, the City of Hoboken requires the purchase of one (1) 2016 Ford Explorer 4WD for the Police Department; and,

WHEREAS, the Administration intends to purchase from Beyer Ford LLC using their NJ state contract #T2007/83013, for said goods and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for one (1) 2016 Ford Explorer 4WD to Beyer Ford LLC for a not to exceed total contract amount of Forty One Thousand Seven Hundred Seventy Eight Dollars (\$41,778.00), for goods and services as described in the attached proposal from Beyer Ford LLC, dated October 14, 2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that funds are available from the following appropriations: \$23,862.00 from 5-01-25-242-020, and \$17,916.00 from 5-01-44-900-005 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; 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 a total contract amount of Forty One Thousand Seven Hundred Seventy Eight Dollars (\$41,778.00) for goods and services as described in the attached proposal from Beyer Ford LLC dated October 14, 2015, as follows:

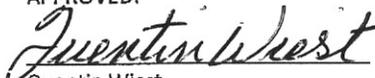
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal and Purchasing Agent recommendation shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become 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. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken
  5. 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, with the below listed vendor:

Beyer Ford LLC  
 170 Ridgedale Avenue  
 Morristown, NJ 07960

Meeting date: November 4, 2015

APPROVED:

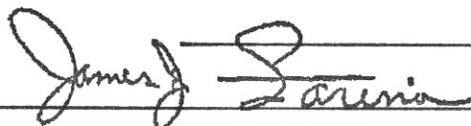
  
 Quentin Wiest  
 Business Administrator

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 Bhalia, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: **NOV 04 2015**

  
 \_\_\_\_\_  
 CITY CLERK

Budget Account Maintenance

Account: 5-01-25-242-020 Desc: Acquisition of Pol. Vehicles Cap Flag:

Add Type: Line Item Control      Chk Acct: OPERATING  
 Fund Type: Budget      Class Id:      Class Id 2:     

Activity: Misc G/L Accounts Adopted Budget Detail

	Activity To Date	Budgeted	Expended	Current Period
Encumber	66,138.00	90,000.00	Expended	.00
Expended	.00	Balance	Trans-In	.00
Trans-In	.00		Trans-Out	.00
Trans-Out	.00	YTD Requested	Reimburse	.00
Reimburse	.00	Requested Balance		
Cancel	.00			



Budget Account Maintenance

Account: 5-01-44-900-005 Desc: 2015 BUDGETARY PURCHASE  
 Acct Type: Line Item Control Chk Acct: OPERATING Gap Flag:   
 Fund Type: Budget Class Id: Class Id 2:

Misc G/L Accounts Adopted Budget Detail

Activity To Date	Budgeted	Expended	Current Period
Encumber	.00	100,000.00	.00
Expended	77,027.50	Balance: 22,972.50	Trans-In: .00
Trans-In	.00		Trans-Out: .00
Trans-Out	.00	YTD Requested: .00	Reimburse: .00
Reimburse	.00	Requested Balance: 22,972.50	
Cancel	.00		



# CITY OF HOBOKEN

## Division of Purchasing

DAWN ZIMMER  
Mayor



AL B. DINEROS, QPA  
Purchasing Agent

Date: October 28, 2015  
To: Corporation Counsel, City of Hoboken  
From: Al B. Dineros  
Subject: **Request for a Resolution to Award the Contract to Purchase One (1) Police vehicle**

Police Department needs to purchase one (1) vehicle for public safety.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract for a total not to exceed \$41,778.00 utilizing NJ State Contract T2007/83013. The vendor will be:

Beyer Ford LLC  
170 Ridgedale Avenue  
Morristown, NJ 07960

Sufficient legally appropriated funds for the subject purpose is available from the following account: \_\_\_\_\_



# BEYER FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

## Quote

To: Hoboken

From: Coert Seely

Phone/Fax: (973) 463-3065 / (973) 884-2650

Vehicle	Beyer Fleet
Pick Up	31 Williams Parkway
Location	East Hanover, NJ 07936

### 2016 FORD EXPLORER 4WD BASE

STATE OF NEW JERSEY

CONTRACT # A83013

03/01/15	2016 EXPLORER BASE	PROPRIETARY
<b>STANDARD EQUIPMENT</b>		
The following features are standard on the 2016MY Explorer.		
<p><b>MECHANICAL</b></p> <ul style="list-style-type: none"> <li>3.9L Non-Limited-Slip Rear Axle (FWD)</li> <li>4-Wheel Disc Brakes with ABS</li> <li>18.6 gallon Fuel Tank</li> <li>69 AH Battery</li> <li>Electronic Power-Assist Steering</li> <li>Engine - 3.5L Ti-VCT V6</li> <li>Hill Start Assist</li> <li>Independent front &amp; rear Suspension</li> <li>Paddle Shifters</li> <li>Transmission - 6-speed SelectShift® Automatic (not included with 2.3L EcoBoost® I-4 engine)</li> </ul> <p><b>EXTERIOR</b></p> <ul style="list-style-type: none"> <li>2<sup>nd</sup> and 3<sup>rd</sup> Row Privacy Glass</li> <li>Black Molded-in-Color (MIC) Door Handles</li> <li>Black Molded-in-Color (MIC) Wheelcap Molding</li> <li>Black Roof Side Rails</li> <li>Body-color Bumpers (Body-Color Top, Black Bottom)</li> <li>Body-color Spoiler</li> <li>Chrome Liftgate Appliqué</li> <li>Dark Foundry Gray Painted Grille with Chrome Bars</li> <li>Daytime Running Lamps (DRL) (On/Off Cluster Controllable)</li> <li>Dual Chrome Exhaust Tips</li> <li>Headlamps - Autolamp Auto On/Off, Auto LED Low Beams, Halogen Reflector High Beams</li> <li>LED Taillamps</li> <li>Lower bodyside cladding (Black)</li> <li>Mini Spare</li> <li>Mirrors - Black Molded-in-Color (MIC), Power Electric Flexfold, Manual Folding with Integrated Blind Spot Mirrors (Integrated blind spot mirrors not included when equipped with BLIS®)</li> <li>Roof-mounted Antenna</li> <li>Tires - P245/60R18 A/S BSW</li> <li>Wheels - 18" Aluminum Painted</li> </ul> <p><b>INTERIOR/COMFORT</b></p> <ul style="list-style-type: none"> <li>2<sup>nd</sup> and 3<sup>rd</sup> Row Dome/Map Light</li> <li>4-way driver and front-passenger head restraints (2-way when DVD headrests (SOS) are ordered)</li> <li>Black Metallic Center Stack</li> <li>Cargo Hooks</li> <li>Climate Control                     <ul style="list-style-type: none"> <li>Rear Auxiliary Climate Controls</li> <li>Manual Single Zone</li> <li>Cabin Particulate Air Filter</li> </ul> </li> <li>Color-keyed single blade driver/passenger sun visors with covered illuminated vanity mirrors</li> <li>Console                     <ul style="list-style-type: none"> <li>Floor - Armrest / Storage</li> <li>Overhead Console with Lights and Sunshade Holder</li> <li>Cupholders - 12</li> <li>Dark Foundry Instrument Panel and Appliqués, Door/Interior Trim and Appliqué</li> <li>Floor mats, Front and Rear - Color-keyed Carpet</li> <li>Front-passenger and 2<sup>nd</sup> Row Outboard Grab Handles</li> <li>Load Floor Tie-Down Hooks</li> <li>Locking Glove Box</li> <li>Manual Tilt/Telescoping Steering Column</li> <li>Power Door Locks</li> <li>Power Windows and Locks with 1-touch Up*/Down Driver Window</li> <li>Seat Plates, Front and Rear - Molded-in-Color (MIC), embossed with "EXPLORER"</li> </ul> </li> </ul>	<p><b>INTERIOR/COMFORT (continued)</b></p> <ul style="list-style-type: none"> <li>Seats, Cloth                     <ul style="list-style-type: none"> <li>Front Bucket, 8-way Power Driver* with Manual Lumbar and Recline, 4-way Manual Passenger</li> <li>2<sup>nd</sup> Row - 60/40 Split-Fold-Flat (Fors./Aft adjustable seat - 40 section only)</li> <li>3<sup>rd</sup> Row - 50/50 Split-folding</li> </ul> </li> <li>Steering Wheel - Speed Controls, 5-Way Controls and Secondary Audio Controls</li> </ul> <p><b>SAFETY/SECURITY</b></p> <ul style="list-style-type: none"> <li>AdvanceTrac® with Roll Stability Control™ (RSC®)</li> <li>Airbags                     <ul style="list-style-type: none"> <li>2<sup>nd</sup> generation driver and front passenger, side seat</li> <li>Front-passenger knee airbag</li> <li>3<sup>rd</sup> row Safety Canopy® with Roll-over Sensor</li> </ul> </li> <li>Battery Saver feature</li> <li>Belt-Mandator® (Front Driver / Passenger)</li> <li>Front-Passenger Sensing System</li> <li>SmartStart Entry</li> <li>LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations</li> <li>Rear View Camera with Washer</li> <li>Seat Belts with Pretensioner/Energy-Management System w/adjustable height in front row</li> <li>SecureLock® Passive Anti-Theft System (PATS)</li> <li>SOS Post-Crash Alert System™</li> <li>Tire Pressure Monitoring System (TPMS)</li> <li>Two (2) Keyless-Entry integrated key transmitters</li> </ul> <p><b>FUNCTIONAL</b></p> <ul style="list-style-type: none"> <li>4.2" Productivity Screen in Instrument Cluster (analog displays for fuel, speedometer and tachometer)</li> <li>Audio - Single-CD, MP3-Capable, six (6) Speakers</li> <li>Cruise Control</li> <li>Easy Fuel® Capless Fuel-Filler</li> <li>MyKey®</li> <li>One (1) 2<sup>nd</sup> Row Smart Charging USB port</li> <li>Outside Temperature and Compass</li> <li>Powerpoints - 12-volt, four (4) total; two (2) in 1<sup>st</sup> row, two (2) in 2<sup>nd</sup> row and rear cargo area</li> <li>Rear Window Defroster</li> <li>SYNC®                     <ul style="list-style-type: none"> <li>Enhanced Voice Recognition Communications and Entertainment System</li> <li>911 Assist®</li> <li>4.2" LCD Display in Center Stack</li> <li>Apple iLink™</li> <li>Media Hub with one (1) Smart-charging Multimedia USB port</li> </ul> </li> <li>Trailer Sway Control</li> <li>Wipers - Front Speed-Sensitive Intermittent; Rear 2-speed</li> </ul> <p><b>4WD MODELS INCLUDE:</b></p> <ul style="list-style-type: none"> <li>Front Recovery Hooks</li> <li>Hill Descent Control™</li> <li>Terrain Management System™</li> </ul>	

\* - New for this model year

Base Price \$ 24,708.00

**Options for Explorer**

Upgrade to 201A Pkg.	\$	8,255.00
Navigation System	\$	795.00
Class III Trailer Towing Prep Package	\$	570.00
Splash Guards	\$	185.00
All Weather Mats	\$	75.00
10% Discount off MSRP Factory Options	\$	(988.00)
Undercoating	\$	390.00
Dome Light	\$	158.00
EDH 1900-Installer Series Wiring Harness	\$	440.00
PS-G6-A Power Distribution w/Master Cut-Off Switch	\$	290.00
2" Ball and Pintle	\$	385.00

(2) Whelen Striplight LEDs in Cargo Area w/ On/Off Switch	\$	315.00
(2) Whelen LED Trunk Lights (1-Red) (1-Blue) w/ On/Off & Mercury Switch	\$	295.00
5lb Fire Extinguisher Mounted in Trunk	\$	175.00
Streamlight Vulcan LED Flashlight Mounted in Trunk	\$	225.00

**Marked Liberty Package**

Inner Edge: (2) LED Alleys, (2) LED Takedowns, (2) Corner LED Red, (2) Corner LED Blue, (2) Front LED Red, (2) Front LED Blue, (3) Rear LED Red, (3) LED Blue Includes: Whelen Switchbox, Hand held Siren, & Speaker (Behind Grille) 6-Bulb Vertex LED Package (Corners and Reverse Lights) MN Star Installer Harness and PSG6A Panel Wig Wag Headlights Behind Grille Lights Whelen 400 Series	\$	5,505.00
---	----	----------

**Option Total \$ 17,070.00**

**Budget Total \$ 41,778.00**

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

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE CONTRACTING PROCESS FOR A TENANT ADVOCATE (NON-ATTORNEY), FOR UP TO FIVE (5) YEARS PURSUANT TO N.J.S.A. 40A:11-4.**

**WHEREAS**, the City of Hoboken seeks to contract for the services of a tenant advocate (non-attorney), in accordance with N.J.A.C. 40A:11-4., for up to five (5) years, upon approval of the Division of Local Government Services; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-4.1, the City may use competitive contracting in lieu of public bidding for the contracting of the operation, management or administration of other services, with the approval of the Director of the Division of Local Government Services, which the City will seek upon authorization of competitive contracting for said services by this Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A11-4.1, shall, upon approval of the Director, be authorized in lieu of public bidding for this procurement, and may be initiated by the Purchasing Agent/Business Administrator for the purpose of contracting a tenant advocate (non-attorney) for the City for a period up to five (5) years.

**Meeting date: November 4, 2015**

**APPROVED:**  
[Signature: Quentin Wiest]  
Quentin Wiest  
Business Administrator

**APPROVED AS TO FORM:**  
[Signature: 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: **NOV 04 2015**

[Signature: James J. Sarnia]  
CITY CLERK

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

*[Handwritten signature]* 10  
*[Handwritten signature]*

CITY OF HOBOKEN  
RESOLUTION NO. : \_\_\_\_\_

**A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONTRACT WITH  
BOSWELL ENGINEERING FOR ON CALL ENGINEERING SERVICES FOR THE  
ORIGINAL ONE YEAR TERM FOR A TOTAL INCREASE IN THE NOT TO EXCEED  
AMOUNT OF \$35,000.00**

**WHEREAS**, service to the City as Engineer 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**, in accordance with the fair and open process, the City previously issued an annual engineering RFP, authorized a pool of prequalified engineers therefrom, of which Boswell Engineering was authorized as a pool engineer for CY2015; and,

**WHEREAS**, the City requested a proposal from Boswell Engineering for the engineering oversight by way of an on call contract, which now needs to be amended to increase the not to exceed amount by \$35,000.00; and,

**WHEREAS**, the firm is hereby required 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 \$35,000.00 is available in the following appropriations 5-01-31-461-000 in the CY2015 capital account; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2015 capital account; and I further certify that the funds being appropriated are intended for the purposes herein authorized.

*George DeStefano*  
Signed: *[Signature]* George DeStefano, CFO  
*11/2/15*

**NOW THEREFORE, BE IT RESOLVED**, that the City Council authorizes an amendment to the on call contract by the City's administration as follows: Boswell Engineering for Engineering with an increase in the not to exceed amount of \$35,000.00 for the original contract term; and

**BE IT FURTHER RESOLVED**, the contract shall expressly state that said firm shall be obligated to provide prompt 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 the vendor ; and

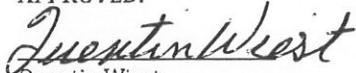
**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

**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,

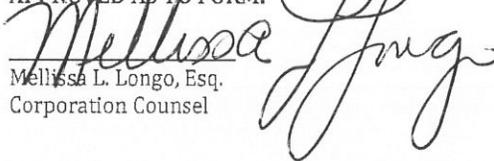
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: November 4, 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: NOV 04 2015

  
\_\_\_\_\_  
CITY CLERK

Budget Account Maintenance

Account: 5-01-31-461-000 Desc: **Engineering** Cap Flag:

Act Type: Line Item Control Chk Acct: OPERATING Class Id: Class Id 2

Fund Type: Budget

Activity: Misc C/L Accounts Adopted Budget Detail

Activity To Date

Encumber	124,483.64	Budgeted	850,000.00	Expended	.00	Current Period	.00
Expended	152,755.86	Balance	72,760.50	Trans-In	.00		.00
Trans-In	.00			Trans-Out	.00		.00
Trans-Out	.00	YTD Requested	.00	Reimburse	.00		.00
Reimburse	.00	Requested Balance	72,760.50				
Cancel	.00						



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

**CITY OF HOBOKEN**  
**RESOLUTION NO. : \_\_\_\_\_**

**A RESOLUTION APPROVING PARTICIPATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY.**  
**Drive Sober or Get Pulled Over 2015 Year End Holiday Crackdown**

**WHEREAS**, the City of Hoboken is interested in participating with the N.J. Division of Highway Traffic Safety and supporting their **Drive Sober or Get Pulled Over 2015 Year End Holiday Crackdown**; and

**WHEREAS**, 27% of motor vehicle fatalities in New Jersey are alcohol related; and

**WHEREAS**, the State of New Jersey, Division of Highway Traffic Safety provides reimbursement via grant funding for overtime police enforcement, and has asked law enforcement agencies throughout the state to participate in the Drive Sober or get pulled over 2015 Year End Holiday Crackdown from December 11, 2015 through January 1, 2016 in an effort to increase impaired driving enforcement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Hoboken City Council that;

- 1) The Department of Public Safety and the Hoboken Police Department are authorized to participate in the program via overtime of Police Officers as allowed in the program reimbursement guidelines.
- 2) The Mayor or her designee is authorized to execute the above referenced grant application, and all other documents to fulfill the intent of the application and subsequent grant funding, and the Council ratifies same.
- 3) As a matter of public policy, the City of Hoboken wishes to participate to the fullest extent possible with the **Drive Sober or Get Pulled Over 2015 Year End Holiday Crackdown**.
- 4) This resolution shall take effect immediately.

**Meeting date: November 4, 2015**

APPROVED:

[Signature: Quentin Wiest]  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

[Signature: Melissa L. 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:

NOV 04 2015

[Signature: James J. Sarcina]

CITY CLERK

Hoboken City

MOB-YEHDS-2015-Hoboken City-00068

**GENERAL INFORMATION**

Applicant Agency Hoboken City

**Project Title** 2015 Drive Sober or Get Pulled Over Year End Holiday Crackdown

Federal Tax ID # 226001993

**Project Period**

From 12/11/2015 to 1/1/2016

Final Financial claim due February 1, 2016

**Type of Application**

Initial

Draft

CONTACT INFORMATION

**Project Director**

Prefix: Lieutenant  
First Name: John  
Last Name: Miskulin  
Title: Lieutenant  
Address 1: 106 Hudson Street  
Address 2:  
City: Hoboken  
State: New Jersey  
Zip: 07030  
Phone: 201 - 420 - 5122 ext.  
Fax: 201 - 420 - 2083  
E-mail: miskulinj@hobokenpd.org

**Financial Director**

Prefix: Mr.  
First Name: George  
Last Name: DeStefano  
Title: Chief Financial Officer  
Address 1: 94 Washington Street  
Address 2: City Hall  
City: Hoboken  
State: New Jersey  
Zip: 07030  
Phone: 201 - 420 - 2028 ext.  
Fax: 201 - 420 - 2019  
E-mail: gdestefano@hobokennj.gov

CONTACT INFORMATION

**Authorizing Official**

Prefix: Honorable  
First Name: Dawn  
Last Name: Zimmer  
Title: Mayor  
Address 1: 106 Hudson Street  
Address 2: City Hall  
City: Hoboken  
State: New Jersey  
Zip: 07030  
Phone: 201 - 420 - 2013 ext.  
Fax: 201 - 420 - 2096  
E-mail: dzimmer@hobokennj.gov

Draft

**NARRATIVE DESCRIPTION OF PROJECT**

I agree to the Terms and Conditions found below.\*

**Problem Statement:**

Impaired driving remains a significant issue, both in New Jersey and nationally. In 2013, alcohol impaired fatalities (based on all drivers and motorcycle riders with a .08 BAC or higher) accounted for 27% of New Jersey's traffic fatalities. This project will provide funding to implement a statewide impaired driving enforcement campaign as part of the *2015 Drive Sober or Get Pulled Over Year End Holiday Crackdown*.

Between December 11, 2015 and January 1, 2016, police officers, on an overtime basis, will conduct special enforcement patrols targeting impaired drivers. The patrols will consist of roving patrols and fixed checkpoints.

**Objectives:**

To reduce the rate of alcohol-impaired driving fatalities in the state by three percent from the 2011-2013 calendar base year average through targeted impaired driving enforcement and education during the *2015 Drive Sober or Get Pulled Over Year End Holiday Crackdown*.

**Methodology:**

**REMINDER:** As per directives from the National Highway Traffic Safety Administration (which provides the federal funding for this grant) Chiefs of Police are not eligible to work grant-funded overtime through this grant.\*\*\*\*

This federally-funded grant project consists of an enforcement overtime campaign from **December 11, 2015 through January 1, 2016**. The project is designed to raise awareness about the dangers of drinking and driving, to offer deterrence through visible enforcement, to arrest impaired drivers, and to issue summonses for relevant motor vehicle violations. The grant will pay for **100 hours** of overtime enforcement during the crackdown period, with a maximum rate to be reimbursed of **\$50 per hour**. The 100 overtime hours will be used for roving patrols and checkpoints.

This is a **reimbursement grant**. Participating departments will incur all costs and then submit the necessary documentation to the Division of Highway Traffic Safety for reimbursement.

This is an **enforcement campaign**. A reasonable number of impaired driving arrests and other summonses are expected in relation to overtime hours worked. **Overtime activities can only be conducted within the dates of the project period and must be conducted between the hours of 8 pm and 4 am.**

**All grantees are expected to conform to the established "Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants."**

The maximum project overtime rate is **\$50.00 per hour** regardless of what officer works the project hours. The officer is to receive the full dollar amount in overtime. Administrative costs or fees should be considered "in kind services" or soft matches and are not a part of this grant. **It is up to the agency to establish its pay rate for the project.** The Division encourages agencies to pay all participating officers a flat \$50 per hour rate for this overtime detail, but agencies may pay their usual overtime rates, if they wish, in which case the reimbursement from the Division will be:

Officers paid \$50.00 - project will reimburse at \$50.00 per hour

Officers paid less than \$50.00 - project will reimburse at that lower rate

Officers paid more than \$50.00 - project will reimburse at \$50.00 per hour with the municipality covering the remainder of the rate

**Again, the maximum hourly rate to be reimbursed is \$50 per hour, regardless of whether all the grant-budgeted hours are worked or not.**

EVALUATION (ADMINISTRATIVE (PERFORMANCE) EVALUATION)

1. News release sent to local media and resolution/proclamation approved by local governing body.
2. A reasonable number of impaired driving arrests and summonses issued in relation to overtime hours worked.
3. "Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants" adhered to.
4. Timely submittal of Enforcement Summary Report in SAGE by January 15, 2016.
5. Financial Reimbursement Report submitted in SAGE by February 1, 2016.

Hoboken City  
MOB-YEHDS-2015-Hoboken City-00068

**PROJECT LOCATION**

County:

Hudson County

Municipalities:

Hoboken City

Draft

Hoboken City

MOB-YEHDS-2015-Hoboken City-00068

ENFORCEMENT/EDUCATION DETAILS

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/Local Share	Total Amount
Impaired Driving Overtime	100	1	\$50.00	\$5,000.00	\$0	\$5,000.00

Draft

Hoboken City

MOB-YEHDS-2015-Hoboken City-00068

**BUDGET SUMMARY**

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Enforcement/Education Details	\$5,000	0	\$5,000

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**SIGNATURES**

**Project Director Approval**

Name

I approve this application for submission

**Financial Director Approval**

Name

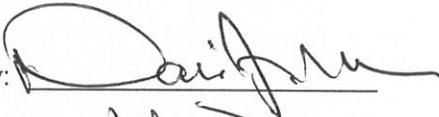
I approve this application for submission

**Authorizing Official Approval**

Name

I approve this application for submission

Draft

Sponsored By: 

Co-sponsored By: 

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO  
REVOKE AN EXISTING SUB RECIPIENT AGREEMENT WITH TRUE MENTORS INC.  
AND AMEND EXISTING SUB RECIPIENTS AGREEMENTS WITH THE HOUSING  
AUTHORITY OF THE CITY OF HOBOKEN AND COMMUNITIES OF FAITH FOR  
HOUSING D/B/A/ "HOUSING SHELTER"**

**Whereas**, the City of Hoboken allocated \$12,500 out of available City of Hoboken Community Development Block Grant funds to TRUE Mentors, Inc. for a job creation/retention program, "TRUE Mentors Internship Program", within the City Hoboken at the October 7, 2015 City Council meeting; and

**Whereas**, the Department of Housing and Urban Development Field Office in Newark determined that the proposed program is not eligible as a job creation/job retention program per Title 24, Part 570 of the Code of Federal Regulations (CFR); and

**Whereas**, the City of Hoboken must, hereby, revoke the City Council's authorization for execution of the Subrecipient agreement, which has not been executed by the Mayor, and the allocation authorized therein; and

**Whereas**, the City of Hoboken intends to reallocate the \$12,500; and

**Whereas**, under the terms of two (2) separate revised Subrecipient Agreements, copies of which are attached hereto and made a part hereof, the City of Hoboken shall provide an additional \$6,250.00 out of available City of Hoboken Community Development Block Grant funds to the Communities of Faith for Housing d/b/a "Hoboken Shelter" for public facilities and improvements for a total amount of \$338,924.60, and the City of Hoboken shall provide an additional \$6,250.00 out of available City of Hoboken Community Development Block Grant funds to the Housing Authority of the City of Hoboken for public facilities and improvements for a total amount of \$386,250.00; and

**Now Therefore Be It Resolved,** that the City Council of the City of Hoboken hereby approves the attached two (2) Subrecipient Agreements and accepts the obligations described within the aforesaid Agreements; and,

**Be It Further Resolved,** the City of Hoboken hereby revokes the City Council's authorization for execution of the Subrecipient Agreement with True Mentors, which has not been executed by the Mayor, and the allocation authorized therein; and

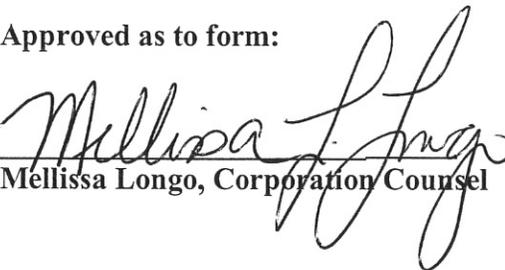
**Be It Further Resolved,** that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreements between the City of Hoboken and Hoboken Shelter as well as between the City of Hoboken and the Housing Authority of the City of Hoboken, and the City Clerk and is hereby authorized to attest same and to affix the City Seal upon both Agreements.

**Meeting date:** November 4, 2015

**Department of Community Development**

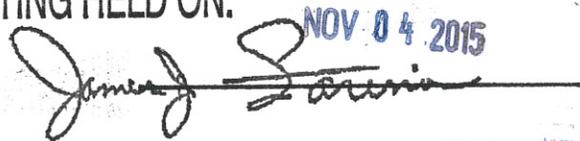
\_\_\_\_\_  
**Brandy A Forbes, Director**

**Approved as to form:**

  
 Mellissa Longo, 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:**

 **NOV 04 2015**

**CITY CLERK**

**AGREEMENT BETWEEN THE CITY OF HOBOKEN  
AND  
HOUSING AUTHORITY FOR THE CITY OF HOBOKEN  
FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015**

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the “Grantee”) and Housing Authority for the City of Hoboken (herein called the “Subrecipient”), with an address of 400 Harrison Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee’s funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

**SECTION 1. SCOPE OF SERVICE**

A. Activities

**1. General Statement**

The Subrecipient will be responsible for the administration of a project entitled “Fox Hill Gardens Elevator Replacements” in Community Development Block Grant (CDBG) funds to provide for the modernization of two (2) elevators in an public housing apartment building that will benefit low and moderate income persons. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

**2. Program Delivery**

Funding is provided to improve and modernize two (2) elevator units in the Fox Hill Gardens building, which consists of 10 floors and houses 250 seniors and disabled residents

**3. General Administration**

The Subrecipient will hire an engineer to design project specifications and manage the project. CDBG funding will not be used for architectural/engineering fees. CDBG funding will be used for the cost of construction and modernization.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03 Public Facilities and Improvements requirements as stated in 24 CFR 570.201(c).

#### C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient provides housing for 250 seniors and disabled residents. The performance measurement used for the success of the project is the unduplicated number of seniors and disabled residents utilizing with improved services at Fox Hill Gardens.

#### D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

#### E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

### **SECTION 2. PROJECT DESCRIPTION**

Type of Project: Public Facilities

Project Location: 311 13<sup>th</sup> Street, Hoboken, NJ 07030

Service Area: CT 0184.00

Matrix Code: 03 Public Facilities and Improvements

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Amount Funded: \$386,250.00

### SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

### SECTION 4. BUDGET

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
<b>Uses</b>		
<u>Construction Costs</u>		
Elevator Modernization (2 Units)	\$402,500	\$386,250
<u>Personnel Costs</u>		
Project Engineer	\$17,500	
<b>Total Uses</b>	<b>\$420,000</b>	<b>\$386,250</b>
<b>Sources</b>		
City of Hoboken CDBG	\$386,250	
HHA Match	\$33,750	
<b>Total Sources</b>	<b>\$420,000</b>	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

### SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$386,250. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

### SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any

notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest  
Business Administrator of Grantee  
94 Washington Street  
Hoboken, NJ 07030  
201-420-2059  
qwiest@hobokennj.gov

Subrecipient

Emil Kotherithara  
Subrecipient  
400 Harrison Street  
Hoboken NJ, 07030  
(201) 798-0370  
emil.cfo@myhhanj.com

w/cc to:  
Office of Corporation Counsel

**SECTION 7. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the

Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

## **SECTION 8. ADMINISTRATIVE REQUIREMENTS**

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles**. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of **2 CFR Part 200.317-326** concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### **4. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## B. Affirmative Action

### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

### 2. Women- and Minority-Owned Businesses (W/MBE)

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

### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

### 4. Notifications

The Subrecipient will send to each labor union or representative of 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 worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

**2 CFR Part 200.317-326.** Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**SECTION 12. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**SECTION 13. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**SECTION 14. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**SECTION 15. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

**SECTION 16. JURISDICTION**

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

Housing Authority for the City of Hoboken

By \_\_\_\_\_  
CHIEF ELECTED OFFICIAL OR EXECUTIVE  
OFFICER

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_  
CITY CLERK

Countersigned \_\_\_\_\_  
FINANCE OFFICER

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

\_\_\_\_\_  
CONTRACT COMPLIANT SUPERVISOR

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

**ATTACHMENT A**  
**CONSTRUCTION DOCUMENT CHECKLIST: REQUIRED SUPPORTING**  
**DOCUMENTATION FOR VOUCHER SUBMISSION**

Project Name and Number: \_\_\_\_\_

Project Date: \_\_\_\_\_

- \_\_\_\_\_ Copy of Plans and Specifications
- \_\_\_\_\_ Copy of Bid Package
- \_\_\_\_\_ Copy of Bid Notice or Advertisement
- \_\_\_\_\_ Copy of List of Bidders & Amount of Bids
- \_\_\_\_\_ Copy of David-Bacon General Wage Rates or Prevailing Wage Rates  
(effective date is bid opening)
- \_\_\_\_\_ Copy of Contractors' Contract
- \_\_\_\_\_ Copy of List of Subcontractors
- \_\_\_\_\_ Copy of Pre-construction Meeting Minutes
- \_\_\_\_\_ Copy of Insurance
- \_\_\_\_\_ Copy of all Bonds
- \_\_\_\_\_ Copy of all Permits (if applicable)
- \_\_\_\_\_ Copy of all AIA Forms
- \_\_\_\_\_ Copy of Certified Payroll
- \_\_\_\_\_ Copy of Subcontractors' Certified Payroll (if applicable)
- \_\_\_\_\_ Contractor Certification (re: debarment)

General Contractor's Federal ID#: \_\_\_\_\_

Architect/Engineer's Federal ID#: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

All Sub-Contractors with contracts of \$10,000 or more must also provide Federal ID#'s

**Sub-Contractor**

**Federal ID#**

**Contract Amount**

**ATTACHMENT B**  
**RECORDS TO BE MAINTAINED – CERTIFICATION FORM**

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;
2. Records establishing the location of the activity with CDBG funds, if applicable;
3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;
4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

- **HOUSING AUTHORITY FOR THE CITY OF HOBOKEN – HOUSING AUTHORITY FOR THE CITY OF HOBOKEN**

5. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:
  - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or
  - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or
  - Data showing the size and the annual income of the family of each person receiving the benefit.
  - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

**AGREEMENT BETWEEN THE CITY OF HOBOKEN  
AND  
COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER"  
FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Communities of Faith for Housing, Inc. d/b/a "Hoboken Shelter" (herein called the "Subrecipient"), with an address of 300 Bloomfield Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

**SECTION 1. SCOPE OF SERVICE**

A. Activities

**1. General Statement**

The Subrecipient will be responsible for the administration of a project entitled "Hoboken Shelter Capital Improvements" and will be awarded \$338,924.60 in Community Development Block Grant funds (CDBG) to provide capital improvements to a facility serving homeless persons within the City of Hoboken. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

**2. Program Delivery**

Funding is provided for improvements to the Hoboken Shelter, the only homeless shelter in Hoboken. The facility shelters 50 people per night, serves 500 meals per day and provides 1,000 showers weekly to the homeless community in Hoboken. Improvements to the shelter will be as follows:

- a. Rebuilding and renovating the showers and bathrooms in the facility for use by Shelter guests and the homeless community.

- b. Rebuilding and an expansion of the HVAC system in the main room of the Shelter, which is used for serving meals, drop-in services, afternoon and weekend skills-building workshops, daily shower program, and used nightly as a sleeping quarters.
- c. Replacing the current kitchen exhaust fan system with one rated for our usage and installed to current building codes.
- d. Resurfacing the floors in the case management and locker areas of the Shelter.
- e. Upgrading the and repairing the sewerage and drainage system of the Shelter building.
- f. Rebuilding window frames to enhance energy efficiency with window sealing and weather-proofing.
- g. Install a water sprinkler fire suppression system in the Shelter.
- h. Install an emergency generator in the bell tower of the Shelter.

### **3. General Administration**

A portion of the CDBG project construction budget will be used for architectural/engineering fees both during pre-construction and construction phases.

#### **B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03C Homeless Facilities requirements as stated in 24 CFR 570.201(c).

#### **C. Levels of Accomplishment – Goals and Performance Measures**

The Subrecipient shelters 50 people nightly, with room for added capacity after proposed improvements. The performance measurement used for the success of the project is the unduplicated number of homeless persons utilizing with improved services at the Hoboken Shelter.

#### **D. Staffing**

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

**SECTION 2. PROJECT DESCRIPTION**

Type of Project: Public Facilities

Project Location: 300 Bloomfield Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 03C Homeless Facilities

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Amount Funded: \$338,924.60

**SECTION 3. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**SECTION 4. BUDGET**

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
<u>Uses</u>		
<u>Construction Costs</u>		
Showers and Bathrooms	\$75,000	\$75,000
HVAC System	\$20,000	\$10,000
Kitchen Exhaust Fan System	\$5,000	\$5,000
Floor Resurfacing	\$10,000	\$10,000
Sewer and Drainage System	\$25,000	\$25,000
Window Frames	\$65,000	\$65,000
Water Sprinkler Fire Suppression	\$75,000	\$75,000
Emergency Generator	\$100,000	\$73,924.60

<b>Total Uses</b>	\$375,000	\$338,924.60
<b>Sources</b>		
City of Hoboken CDBG	\$338,924.60	
Other (specify) Organizational Fundraising	\$36,075.40	
<b>Total Sources</b>	\$375,000.00	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**SECTION 5. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$338,924.60. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

**SECTION 6. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest  
 Business Administrator of Grantee  
 94 Washington Street  
 Hoboken, NJ 07030  
 201-420-2059  
 qwiest@hobokennj.gov

Subrecipient

Jaclyn Cherubini  
 Subrecipient  
 300 Bloomfield Street  
 Hoboken NJ, 07030  
 (201) 656-5069  
 jaclyn.cherubini@hobokenshelter.org

w/cc to:  
Office of Corporation Counsel

## SECTION 7. GENERAL CONDITIONS

### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

### C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

### D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

### E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

#### F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

### **SECTION 8. ADMINISTRATIVE REQUIREMENTS**

#### A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles**. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion

of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this

contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS**

### A. Civil Rights

#### 1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of 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 worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of

the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds

applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**SECTION 12. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**SECTION 13. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**SECTION 14. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**SECTION 15. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

**SECTION 16. JURISDICTION**

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

Communities of Faith for Housing, Inc. d/b/a "Hoboken Shelter"

By \_\_\_\_\_  
CHIEF ELECTED OFFICIAL OR EXECUTIVE  
OFFICER

By \_\_\_\_\_

Attest \_\_\_\_\_  
CITY CLERK

Title \_\_\_\_\_

Countersigned \_\_\_\_\_  
FINANCE OFFICER

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

\_\_\_\_\_  
CONTRACT COMPLIANT SUPERVISOR

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

**ATTACHMENT A**  
**CONSTRUCTION DOCUMENT CHECKLIST: REQUIRED SUPPORTING**  
**DOCUMENTAION FOR VOUCHER SUBMISSION**

Project Name and Number: \_\_\_\_\_

Project Date: \_\_\_\_\_

- \_\_\_\_\_ Copy of Plans and Specifications
- \_\_\_\_\_ Copy of Bid Package
- \_\_\_\_\_ Copy of Bid Notice or Advertisement
- \_\_\_\_\_ Copy of List of Bidders & Amount of Bids
- \_\_\_\_\_ Copy of David-Bacon General Wage Rates or Prevailing Wage Rates  
(effective date is bid opening)
- \_\_\_\_\_ Copy of Contractors' Contract
- \_\_\_\_\_ Copy of List of Subcontractors
- \_\_\_\_\_ Copy of Pre-construction Meeting Minutes
- \_\_\_\_\_ Copy of Insurance
- \_\_\_\_\_ Copy of all Bonds
- \_\_\_\_\_ Copy of all Permits (if applicable)
- \_\_\_\_\_ Copy of all AIA Forms
- \_\_\_\_\_ Copy of Certified Payroll
- \_\_\_\_\_ Copy of Subcontractors' Certified Payroll (if applicable)
- \_\_\_\_\_ Contractor Certification (re: debarment)

General Contractor's Federal ID#: \_\_\_\_\_

Architect/Engineer's Federal ID#: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

All Sub-Contractors with contracts of \$10,000 or more must also provide Federal ID#'s

**Sub-Contractor**

**Federal ID#**

**Contract Amount**

**ATTACHMENT B**  
**RECORDS TO BE MAINTAINED – CERTIFICATION FORM**

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;
2. Records establishing the location of the activity with CDBG funds, if applicable;
3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;
4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:
  - **COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A “HOBOKEN SHELTER – HOBOKEN SHELTER CAPITAL IMPROVEMENTS**
5. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:
  - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or
  - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or
  - Data showing the size and the annual income of the family of each person receiving the benefit.
  - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Introduced by: [Signature] 13  
Seconded by: [Signature]

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**Inserting a Special Item of Revenue into the CY 2015 Municipal Budget**

**COMMUNITY DEVELOPMENT BLOCK GRANT – 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

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount, and

**WHEREAS**, the City of Hoboken has received notice of an award of \$1,086,876.00 from US Department of Housing & Urban Development and wishes to amend its CY 2015 Budget to include this amount as revenue, and, in addition, the amount of \$61,245.06 shall be Miscellaneous Program Income received from the City's match. See Attachment for allocation.

**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..... \$1,086,876.00  
This is now available as revenue from:

- Miscellaneous Revenues:
  - Special Items of General Revenue Anticipated
  - With Prior Written Consent of the Director of the
  - Division of Local Government Services:
    - State and Federal Revenues Off-set with
    - Appropriations:
      - Community Development Block Grant 2015 O/E

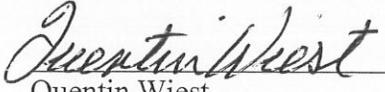
**NOW, THEREFORE, BE IT RESOLVED** that the like sum of: .....\$1,086,876.00  
Be and the same is hereby appropriated under the caption of:

- General Appropriations:
  - (a) Operations Excluded from CAPS
    - State and Federal Programs Off-Set by
    - Revenues:
      - Community Development Block Grant 2015 O/E

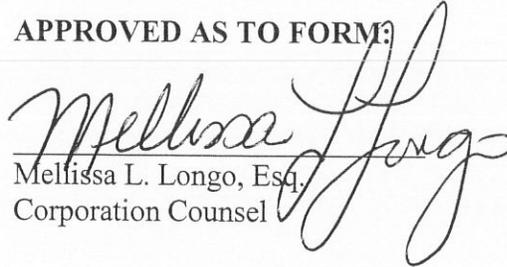
NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: November 4, 2015

APPROVED:

  
Quentin Wiest  
Business Administrator

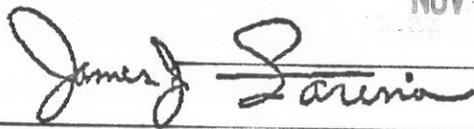
APPROVED AS TO FORM:

  
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	/			
President Bhalla	/			

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

NOV 04 2015



CITY CLERK

Organization	City Council Allocated CDBG	City Council Allocated City Match
Boys and Girls Club	\$ 10,000.00	\$ -
Hoboken Day Care 100	\$ 5,000.00	\$ -
Hoboken Family Planning	\$ 15,000.00	\$ 13,000.00
Hoboken Shelter	\$ 20,000.00	\$ -
HOPES CAP	\$ 3,391.70	\$ -
Hudson County Cancer Coalition	\$ 30,000.00	\$ 20,000.00
(Jubilee Center)/All Saints Community Service & Development Corp	\$ 5,000.00	\$ -
Mile Square Early Learning Service	\$ 20,000.00	\$ 10,000.00
The Waterfront Project, Inc	\$ 30,139.70	\$ 10,000.00
True Mentors	\$ 10,000.00	\$ 5,000.00
United Cerebral Palsy of Hudson County	\$ 12,500.00	\$ -
	\$ 2,000.00	\$ 3,245.06
	\$ 163,031.40	\$ 61,245.06
<b>Organization</b>	<b>City Council Allocated CDBG</b>	
Boys and Girls Club	\$ 15,900.00	
Hoboken Shelter	\$ 338,924.60	
Hoboken Housing Authority	\$ 386,250.00	
HHA (Mama Johnson Field)	\$ 32,770.00	
	\$ 773,844.60	
Planning & Administration	\$ 150,000.00	
<b>Total 2015-2016 CDBG Grant</b>	<b>\$ 1,086,876.00</b>	

**Funding Approval/Agreement**

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No.  
2506-0193 (exp 5/31/2018)

Title I of the Housing and Community  
Development Act (Public Law 930383)  
HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) Hoboken City	3. Grantee's 9-digit Tax ID Number 226001993	4. Date use of funds may begin (mm/dd/yyyy) 07/01/2015
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 94 Washington Street Hoboken, NJ 07030	5a. Project/Grant No. 1 B-15-MC-34-0131	6a. Amount Approved \$1,019,278(865/70162)
	5b. Project/Grant No. 2 B-15-MC-34-0131	6b. Amount Approved \$67,598(863/50162)
	5c. Project/Grant No. 3	6c. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Annemarie Uebbing	Grantee Name Dawn Zimmer
Title HUD Community Planning and Development Director	Title Mayor
Signature 	Signature 
Date (mm/dd/yyyy) SEP 30 2015	Date (mm/dd/yyyy) 09/30/15

7. Category of Title I Assistance for this Funding Action (check only one) <input type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	B. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 06/13/2015 9b. Date Grantee Notified (mm/dd/yyyy) 9c. Date of Start of Program Year (mm/dd/yyyy) 07/01/2015	10. check one a. Orig. Funding Approval X b. Amendment Amendment Number (1)	
	11. Amount of Community Development Block Grant			
		FY (2015)	FY ( )	FY ( )
a. Funds Reserved for this Grantee		\$1,019,278		
b. Funds now being Approved		\$67,598		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency 94 Washington Street Hoboken, NJ 07030
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

**HUD Accounting use Only**

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**George DeStefano**

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From: Chris Brown  
Sent: Wednesday, September 09, 2015 12:15 PM  
To: George DeStefano  
Cc: Brandy Forbes; Alysia Proko  
Subject: City Match Allocations 2015-2016

George – please set up line accounts for the following City Match allocations:

Program Name	City Match Allocation
Jubilee Center	\$10,000
Hoboken Day Care 100**	\$13,000
Mile Square Day Care Center**	\$10,000
HOPES CAP**	\$20,000
The Waterfront Project, Inc.	\$5,000
United Cerebral Palsy of Hudson County	\$3245.06
<b>Total</b>	<b>\$61,245.06</b>

5-55-56-805-307  
5-55-56-805-304  
5-55-56-805-304  
5-55-56-805-309  
5-55-56-805-308  
5-55-56-805-309

\*\* We have historically lumped these programs together into a line item named "Child Care".

Jubilee Center, The Waterfront Project and UCP did not receive City Match last year, so I am unsure how you would like to title them as line items. We can talk about this if you need my input. Please let me know.

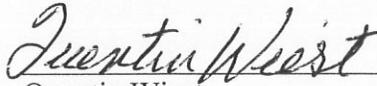
Christopher A. Brown, P.P., AICP, LEED-GA  
Principal Planner  
City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030  
Phone: 201-239-6642 (no voicemail)  
[cbrown@hobokennj.gov](mailto:cbrown@hobokennj.gov)



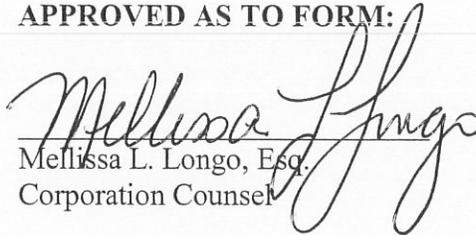
NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: November 4, 2015

APPROVED:

  
 Quentin Wiest  
 Business Administrator

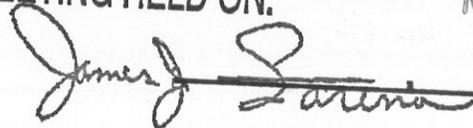
APPROVED AS TO FORM:

  
 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	/			
President Bhalla				

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

NOV 04 2015



CITY CLERK

## George DeStefano

---

**From:** Body Armor [BodyArmor@njdcj.org]  
**Sent:** Thursday, October 22, 2015 1:43 PM  
**To:** ferrantek; George DeStefano; miskulln@hobokenpd.org  
**Subject:** FY 2015 Body Armor - Notice of Award - Hoboken Police

Chief of Police Kenneth F. Ferrante  
Mr. George DeStefano  
Lt. John Miskulin  
Hoboken Police

The New Jersey Division of Criminal Justice is pleased to announce that your agency will receive \$11,697.82 under the State Fiscal Year 2015 State Body Armor Replacement Fund (BARF) Program. An electronic transfer of funds or an award check will be sent directly to your agency's Chief Financial Officer.

The State (BARF) Program assists all eligible law enforcement agencies to offset the costs of purchasing body vests for their officers. Although this is a five-year vest replacement program, program regulations encourage agencies to make every reasonable effort to expend their awards within one year of receipt.

In order to participate in the 2015 BARF Program, agencies are required to confirm that they have a written mandatory body armor wear policy for all uniformed officers engaged in patrol or field operations. Your agency is in compliance with having a policy and therefore is eligible to receive a 2015 BARF award.

All future State BARF program correspondence, such as application periods, award announcements, and award confirmations will be sent electronically, via e-mail. Failure to maintain updated contact information in the State BARF system may result in your agency not receiving important State BARF messages. If you have any questions regarding the program, please call the Program Development and Grants Section at (609) 292-1462.

**CONFIDENTIALITY NOTICE** The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.

Sponsored By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_

*[Handwritten signature]* 15

CITY OF HOBOKEN  
RESOLUTION #: \_\_\_\_\_

RESOLUTION AUTHORIZING THE SALE OF ABANDONED PROPERTY NOT NEEDED FOR PUBLIC USE ON WWW.GOVDEALS.COM, (AN ONLINE AUCTION WEBSITE)

Whereas, the City of Hoboken has determined that it is currently in possession of abandoned items including but not limited to: abandoned bicycles as per the three attached spreadsheets; and,

Whereas, the State of New Jersey permits the sale of abandoned property no longer needed for public use through the use on an online auction services, pursuant to the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 2001, c.30; and

Whereas, the City of Hoboken has the property listed in Schedule A, B, and C, attached to this Resolution, and desires to sell this property online through www.govdeals.com.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the City of Hoboken is authorized to post an offer to sell the items listed on schedule A, on an auction website as follows:

- Online Auction Site: www.govdeals.com  
Start Date: November 30, 2015  
End Date: December 4, 2015
- Auction Fees: 7.5% of the winning bid amount, paid through proceeds of the sale.
- Shipping: All shipping arrangements and shipping costs are the responsibility of the buyer. Item pickup on location: 94 Washington St., Hoboken, New Jersey 07030.
- Possession: Within ten (10) business days (excluding holidays) of winning bid and at pickup location.
- Other Terms: All items are being sold "as is, where is, no warranties expressed or implied."  
Payment by the bidder must be submitted to the City of Hoboken within five (5) business days (excluding holidays) of winning the bid. Pickup of items auctioned must be made within ten (10) business days (excluding holidays) of winning bid unless other arrangements have made and agreed to by both parties in writing prior to the expiration of the period.
- Minimum Bid: There is a \$20.00 per bike minimum bid and \$20.00 per bike reserve requirements for the items to be auctioned.

Meeting date: November 4, 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:

NOV 04 2015

*James J. Saravia*  
CITY CLERK

**Group 1 Tags 1 through 41 Custody transferred to City on 4/2014**

ID #	Make	Model	Serial #	Color
1	Thurster	Ficie	G1204107796	Green
2	Jamis	Durango	U91K41219	Copper
3	Free Spirit	N/A	N/A	Red
4	Ross Beach	Commander	ACY3L01793	Turquoise
5	Hyper	Mike Spinner	DS11H0130469	Black
6	Schwinn	Admiral	SNFSD12DS9301	Red/White
7	Unk	Mountain Bike	50920900	Blue
8	Huffy	Cranbrook	8NHEJ10D57890	Blue
9	Huffy	Cranbrook	8NHEC12821071	Copper
10	Diamond Back	Parkway	F08041	Blue
11	Iron Horse	Outlaw	O5H001597	Blue
12	Raliegh	Mountain Bike	R911383442	Blue
13	Scwinn	Mountain Bike	M71F22299	Red
14	Next	Avalon CS	L050710207	Light Blue
15	Scwinn	Mesa	M6JC21595	Red
16	Trek	SE820	TBI0415C21A7772	Blue/Silver
17	BMX	Razor	61010074582	Black/Red
18	GT	Timberline	N/A	Blue
19	Unk	BMX Style	N/A	Purple
20	Schwinn	Sun Tour	SF8M2025P2663	Red
21	Smith & Wesson	Sec. Patrol	F01035181	Black/White
22	Specialized	Hot Rock	WSBC5000558566	Blue
23	Trek		3700 TBI0406C63BR186	Blk/Blue
24	Hampton	Cruiser	JC62625	Powder Blue
25	Unknown	Unknown	03TD7032669	Grey
26	Diamond Back	Outlook	290002567	Purple/Silver
27	Huffy	N/A	K99C23185	Grey
28	Mongoose	Repeat	SNFSD11MA3403	Blue
29	Scwinn	Legacy	SNFSD11D62241	Blue/Cream
30	Unk	Mountain Bike	N/A	Black
31	Next	Power Climber	S006066301	Blue/Pewter
32	Huffy	BMX Style	2352901609	Blue
33	Mongoose	BMX Style	SNFSD10D73791	Red
34	Unk	Mountain Bike	N/A	Yellow
35	Roadmaster	Mt. Fury	SNFSD04F06276	Red
36	Fuji	Berkeley	N/A	Dark Blue
37	Jamis	Explorer	U53K24814	Grey
38	Vilano	N/A	11250498	Black
39	Huffy	Arlington	BB02C108161	Blue
40	Kent	N/A	0031127071G101002497	Blue
41	Avico	N/A	N/A	Black

**Group 2 Tags 1 through 35 Custody transferred to City on 4/2014**

ID #	Make	Model	Serial #	Color
1	Fuji	Montery	SJ000247	Silver
2	Peugeot	Marseille	NSN	Black
3	Triax	Crimson	88569305	Silver
4	Diamondback	Joeker	ATA076007756	Black
5	Diamondback	Outlook	P1045-2	Silver
6	Diamondback	Zoom	780013798	Blue
7	Trek	N/A	237C0861D	Black
8	Boardwalk		4130 NSN	Black
9	Scwinn	CWRTIS	NSN	Blue
10	Magna	Great Divide	98334457	Blue
11	Horo	Escape	K4088481	Silver
12	Treck		820 TOF	White
13	Giant	N/A	GV4W0301	White
14	LaJollp	STRFFT	GS090300845	Blue
15	Rincon	Giant	71L7015	Red
16	Fuji	BLVD	152Z03434	Blue
17	Haro	ESX	HBZ103225	Yellow
18	Painted	N/A	97TD922782	Black
19	Painted	N/A	NSN	Blue
20	Dunelt	5-Speed	NSN	Blue
21	Mongoose	X-R75	SNFSD06F390076	Red
22	Murray	10 Speed	NSN	Black
23	Twinn	Ranger	SNTPC09F33443G6570-0	Gray
24	BMX	Justice	2199	Brown
25	Magnum	Mountain	TD1089186825	Red
26	Triax	Speed	88423717	Silver
27	Huffy	FVO	365679057712N1436	Green
28	Scwinn	STO	48051693	Black
29	Bike Line	CX7	128	Black
30	Trek	Mountain	G0509039	Black
31	Cannondale	N/A	NSN	Black
32	Palomar	GT	p7dj	Blue
33	Mongoose	GT	12136	Blue
34	Rallye	ATV	NSN	Black
35	Huffy	Dianomo	NSN	Blue

**Group 3 Tags 1 through 21**

**Need to be picked up by City**

ID #	Make	Model	Serial #	Color
1	Magna	8206-96TJ	DJFL001051	Gray
2	Gary Fisher	Hoo Koo Ekoo	1529255	Gray
3	Ibex	12 Speed	85C10014	Gray
4	BMX Rallye	Rocks BMX	AC2D24508	Blue
5	Kent	Fast and Furious	L020551177	Black/Yellow
6	Murray	Eagle River	59994-032795	Black
7	Huffy	Mountain Bicycle	S00A0020670	Purple
8	Shogun	Sport Trail Blaster	G1104103515	Red
9	Magna	Great Divider	99263485	Blue
10	Mongoose	Switchback	3GI81091	Purple
11	Tucson	Pacific	SNFSD10DH4244	Silver/Black
12	Huffy	Deluxe	5N1TC3F27931	Green
13	Pacific	Flash 21 Speed	HN0290593	Silver/Blue/Black
14	Scwinn	Sierra 700	M9HI44962	Blue/Silver
15	Huffy	Baron	S99C00074677	Red
16	Magna	Excitor	78230850	Yellow/Silver
17	Iverson	Grand Sport 10	4296000799	Yellow/Black
18	Fuji	Del Ray	F1084483	Turquoise
19	Free Spirit	Brittney	7011142048904	7 Red
20	Mongoose	Ledge 21	SNFSD14C35443	Blue
21	Schwinn	Legacy	SNFSD11HC6630	Blue

Introduced By:  16  
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;

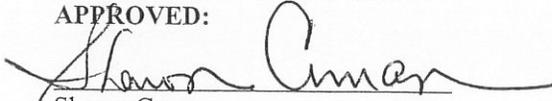
**NOW THEREFORE BE IT RESOLVED**, that a warrant be drawn on the City Treasury made payable to the following totaling \$5,864.26

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Able Title Agency LLC 50 Harrison Street, Suite 216 Hoboken, NJ 07030	180/35	506 Garden Street	1/14	\$1,824.35
Able Title Agency LLC 50 Harrison Street, Suite 216 Hoboken, NJ 07030	28/27/C00P3	116 Madison Street	4/14	\$ 117.04
Able Title Agency LLC 50 Harrison Street, Suite 216 Hoboken, NJ 07030	28/27/C0002	116 Madison Street	4/14	\$2,070.11
Everhome Bank c/o Lereta LLC 123 S. Parkview Drive Covina, CA 91724	261.01/1/CP109	1100 Maxwell Lane	3/15	\$ 210.21

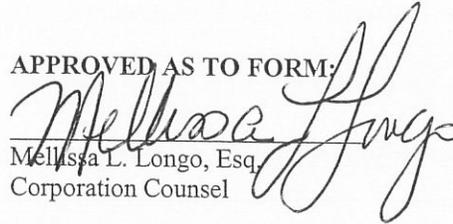
<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Chase Attn: Refund Department P.O. Box 961227 Ft. Worth, TX 76161-0227	156/4.01/C0016	1110 Clinton St	3/14	\$1,042.79
Cleary, Giacobbe, Alfieri, Jacobs LLC 5 Ravine Drive Matawan, NJ 07747	114/1/C0314	1300 Grand St	1/15	\$ 599.76

Meeting date: November 4, 2015

APPROVED:

  
Sharon Curran  
Tax Collector

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	/			

PAGE TWO OF TWO

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

NOV 04 2015

  
CITY CLERK

Sponsored by: [Signature]  
Seconded by: [Signature]

**City of Hoboken**

Resolution No. \_\_\_\_\_

**RESOLVED**, that filed minutes for the Hoboken City Council **Regular and Special meeting of October 21, 2015** have been reviewed and approved by the Governing Body.

[Signature]  
Approved as to form:

**Meeting Date: November 4, 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: **NOV 04 2015**

[Signature]  
CITY CLERK