

Introduced by: David Buzak
Seconded by: Paul J. Curiale

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE
CONTRACT WITH THE BUZAK LAW GROUP AS SPECIAL LEGAL
COUNSEL-LAND USE AND ENVIRONMENTAL LAW TO THE CITY
OF HOBOKEN TO COMMENCE NOVEMBER 1, 2014 AND EXPIRE
OCTOBER 31, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF
\$50,000.00**

WHEREAS, service to the City as Special Counsel–Land Use and Environmental Law is a professional service as defined by N.J.S.A. 40A:11-1, et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published its annual Request for Proposals for the Professional Services of CY2014 Special Legal Counsel-Land Use and Environmental Law in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which The Buzak Law Group responded to; and,

WHEREAS, the evaluation committee has determined that The Buzak Law Group offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with The Buzak Law Group, and,

WHEREAS, The Buzak Law Group 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 \$50,000.00 is available in the following appropriation C-04-60-711-120; 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 CY2014; 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

NOW THEREFORE, BE IT RESOLVED, that a contract with The Buzak Law Group to represent the City as Special Legal Counsel-Land Use and Environmental Law be awarded, for a term to commence November 1, 2014 and expire October 31, 2015, for a total not to exceed amount of Fifty Thousand Dollars (\$50,000.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: The Buzak Law Group shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20.00/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, new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of The Buzak Law Group; and

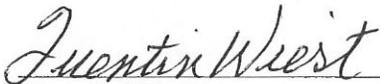
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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,

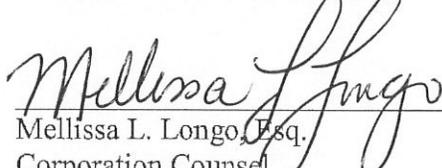
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: November 5, 2014

APPROVED:

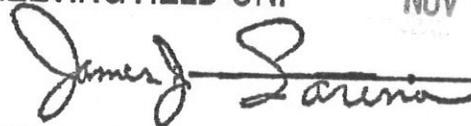

 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Melissa L. Longo, Esq.
 Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: NOV 05 2014



CITY CLERK

E

Budget Account Maintenance

Account: C-04-60-711-1220 Desc: **PAID REQ ORD E-94 10A:2-20 CASH**

Acct Type: Line Item Control Chk Acct: **ICAPITAL** CAP FLAG:

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

Activity: Misc **GL Accounts** Adopted Budget Detail

| Activity To Date | | Budgeted | | Current Period | |
|------------------|--------------|---------------------------------|------------|----------------|-----|
| Encumber | 379,199.92 | 500,000.00 | Expended | | .00 |
| Expended | 283,839.56 | Balance: 2,336,960.52 | Trans-In: | | .00 |
| Trans-In | 2,500,000.00 | | Trans-Out | | .00 |
| Trans-Out | .00 | YTD Requested | Reimburse: | | .00 |
| Reimburse | .00 | Requested Balance: 2,336,960.52 | Cancel: | | .00 |

Notes Exist



Introduced by: *Ron S. B.*
Seconded by: *Pete H. Amighe*

CITY OF HOBOKEN
RESOLUTION NO. : _____

RESOLUTION TO AMEND THE PROFESSIONAL SERVICE CONTRACT WITH EXCEL ENVIRONMENTAL AS LSRP TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$20,000.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$60,000.00

WHEREAS, service to the City as Licensed Site Remediation Professional (LSRP) is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published a Request for Qualifications for the Professional Services of LSRP in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Excel Environmental responded to, and which resulted in a general LSRP contract being awarded to Excel Environmental on February 5, 2014; and,

WHEREAS, the City now seeks to amend the contract awarded February 5, 2014 so as to increase the not to exceed amount by Twenty Thousand Dollars (\$20,000.00); and,

WHEREAS, Excel Environmental 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 \$20,000.00 is available in the following appropriation C-04-60-711-120 in the OPEN SPACE TRUST FUND of the CY2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 budget; 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

NOW THEREFORE, BE IT RESOLVED, that a contract with Excel Environmental to represent the City as LSRP be amended, for the same term to commence January 1, 2014 and expire December 31, 2014, but for an increase in the not to exceed amount by Twenty Thousand Dollars (\$20,000.00), for a total not to exceed amount of Sixty Thousand Dollars (\$60,000.00); and

BE IT FURTHER RESOLVED, the contract shall refer to and include by reference the RFQ and Excel Environmental 's responses, as well as the attached proposals of Excel regarding specific projects, for purposes of describing the terms and obligation of the agreement with regards to scope of work, hourly wages, and allowable fees and charges; 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 **Excel Environmental**; 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,

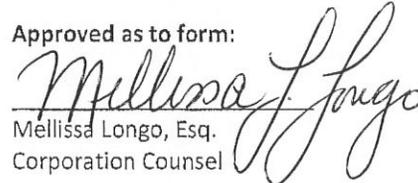
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Dated: November 5, 2014

Reviewed:


Quentin Wiest
Business Administrator

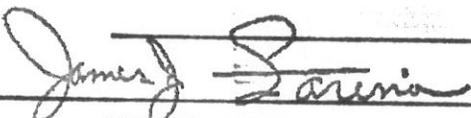
Approved as to form:


Mellissa Longo, Esq.
Corporation Counsel

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

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

NOV 05 2014


CITY CLERK

Budget Account Maintenance

Account: Desc: Cap Flag:

Add Type: Chk Acct:

Fund Type: Class Id: Class Id 2:

Misc C/L Accounts Adopted Budget Detail

| Activity To Date | | Current Period | |
|------------------|--------------|-------------------|--------------|
| Encumber | 379,199.92 | Budgeted | 500,000.00 |
| Expended | 283,839.56 | Balance | 2,336,960.52 |
| Trans-In | 2,500,000.00 | Trans-In | .00 |
| Trans-Out | .00 | Trans-Out | .00 |
| Reimburse | .00 | YTD Requested | .00 |
| Cancel | .00 | Requested Balance | 2,336,960.52 |

Notes: Exist





*Solving Environmental Problems
& Creating Redevelopment Opportunities*

October 29, 2014

Ms. Brandy Forbes, AICP, PP
Director, Community Development
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

**RE: Proposal for Stormwater Detention System Design and Review
Pino & Monroe V Parcels
Jackson Street & 7th Street
City of Hoboken, Hudson County, New Jersey
Excel Proposal No. P14163**

Dear Ms. Forbes:

Excel Environmental Resources, Inc. (Excel) is pleased to present this proposal to provide professional engineering services for the design of a stormwater detention system and review of a stormwater design prepared by another engineering firm for the above-referenced properties. Cost estimates will be prepared for the construction of both systems as well as estimates for the maintenance of the systems. To complete these services, Excel will subcontract the services of Engineering & Land Planning, Inc. (E&LP) to complete the design and review services. Based upon our discussions, we understand that a turnaround time of 2-3 weeks is required, which we will comply with per our Scope of Services as follows:

SCOPE OF SERVICES

1.0 Stormwater System Design:

Stormwater detention systems will be designed for the identified properties. The designs will take into consideration the existing historic fill as well as the need for watertight measures due to the presence of groundwater. The system will be sized based upon our discussions with the City and their goals for the stormwater system noting that this is not a typical design meant to mitigate excess stormwater runoff created by development, but rather a measure to mitigate known flooding concerns in the area.

The design plans will be construction ready documents and will incorporate any known final plans for the open space located above the system. We assume that a boundary and topographic survey will be provided in an electronic (CAD) format for use in preparing the plans and that any future development plans for the lot will likewise be provided for incorporation (if available).



This task will also include an engineer's estimate for the construction as well as identification of short and long term maintenance costs and comment on the system life span.

2.0 Stormwater System Plan Review:

A review of the stormwater management system design(s) prepared by the developer's consultant will be conducted. The plan will be reviewed for its compliance with applicable regulations, design or construction concerns, and general feasibility. A review letter will be provided outlining our findings and concerns. Additionally, review of any responses received from the consultant in response to our review will be conducted and response comments will be provided.

This task will also include the preparation of an engineer's cost estimate for the construction as well as short and long term maintenance and comment on the system life span. We assume that we will be provided with the design plans, reports, and calculations in a suitable format.

3.0 Meetings:

Upon request, Excel/E&LP will attend meetings to review our findings or discuss plans with the City or the developer. This cost per meeting is \$500 and we have assumed that a single meeting may be required. This task will only be performed upon written request from the client.

FEES FOR SERVICE

Professional services will provide the as indicated in the above scope of services for the fees indicated for each task below:

| | |
|-----------------------------------|------------|
| 1.0 Stormwater System Design | \$4,500.00 |
| 2.0 Stormwater System Plan Review | \$2,700.00 |
| 3.0 Meetings | \$500.00 |

TERMS AND CONDITIONS

The estimated not-to-exceed time-and-materials cost for completion of the scope of services for the subject property is **\$7,700**. Note that should less time and/or effort be required to complete the work scope, Excel will only bill for the actual hours expended and costs incurred. We will



not exceed this cost estimate without advance written authorization in the form of a signed Extension of Services or other acceptable documentation. This proposal is valid for a period of 60 days from the date of the proposal.

The work outlined in this proposal will be conducted in accordance with the terms set forth in the Agreement in effect dated January 1, 2014, executed by Excel and the City.

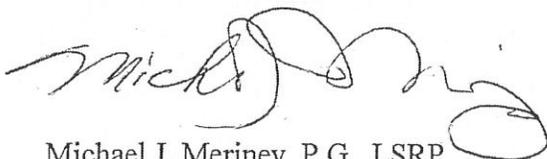
SCHEDULE/TIMELINE

We are prepared to proceed with the work immediately upon receipt of authorization to proceed. Upon authorization, Excel can deliver the services within two to three weeks.

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

Sincerely,

EXCEL ENVIRONMENTAL RESOURCES, INC.



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

**EXCEL IS AUTHORIZED TO PROCEED WITH EXCEL PROPOSAL NO. P14163
DATED OCTOBER 29, 2014:**

Print Name/Title

Signature

Date





*Solving Environmental Problems
& Creating Redevelopment Opportunities*

October 28, 2014

BY Email: smarks@hobokennj.gov

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

Re: Technical and Cost Proposal
Preliminary Assessment Report/Property Survey
Cognis/BASF
Block 103, Lots 7-26; Blocks 107 and 108, all lots inclusive; and Block 113, Lots 1-6
and 27-32.
Hoboken, New Jersey 07030
Excel Proposal 12289

Dear Mr. Marks:

In response to your request, Excel Environmental Resources, Inc. (Excel) is pleased to provide this proposal for a Preliminary Assessment (PA) and property survey of the above-referenced property located in Hoboken, New Jersey (hereafter referred to as the subject property or Site). It is our understanding that the subject property consists of vacant land and is being considered by the Borough for acquisition as open space.

The PA will be conducted to meet or exceed the minimum requirements for a PA as specified in N.J.A.C. 7:26E, the Technical Requirements for Site Remediation (hereafter referred to as the Technical Rules). The PA will satisfy the minimum due diligence requirements of the innocent purchaser defense as defined by N.J.S.A. 58:10-23.11g.

The objective of the PA is to identify potential environmental areas of concern (AOCs) associated with the current and/or past uses at the subject property.

Please note that based on Excel's review of the site documents and current status of the remediation to date performed by BASF's environmental consultant, Excel does not anticipate performing a Site Investigation subsequent to the PA. It would appear that, with the exception of the Block 103 which has received a final remediation document (a Restricted NFA/RAO), BASF is poised to prepare a Remedial Action Workplan and initiate Remedial Action at this time for



Blocks 107/108 and 113. Therefore, Excel has only proposed a scope of work and cost estimate to complete a PA, which will satisfy the City's pre-acquisition due diligence obligations in this case.

SCOPE OF WORK

The following summarizes the proposed scope of work for implementation of the PA. A detailed Cost Estimate is provided as Attachment A.

Task 1.0: Historic Document Review

In accordance with the Technical Rules for a due diligent inquiry, Excel will complete the following:

- a. A review of any existing drawings, site plans, environmental information and/or other site records provided to Excel by you and/or the current property owners. Specifically, it is our understanding that the following will be or has already been provided to Excel:
 - i. Available current and/or historic drawings and/or site plans as necessary for Excel to develop a site map if available;
 - ii. Any existing environmental reports if available; and
 - iii. A complete summary of property ownership and tenant history (including name of owner, years of operation at the property, and description of operations as applicable), if available.
- b. Obtain and review the findings of a Title and Deed search, including Chain of Title information. Note that in accordance with Technical Rules requirements, ownership history must date from when the land was naturally vegetated or farmland and tenant history must be provided back to at least 1983.
- c. Excel will acquire and review the results of a Federal and State environmental database search for the subject property and surrounding properties including, but not limited to: NPL, CERCLIS, LUST, UST, RCRA TSD, RCRA-SQG, RCRA-LQG, ERNS, SHWS, SWF/LF, FINDS, TSCA, NJ MAJOR, NJ SPILLS, and NJ RELEASE. This review is intended to further identify recognized environmental conditions and/or potential AOCs and to obtain information regarding any reported spills or documented violations at or in the vicinity of the subject property.



- d. Available SanbornTM Fire Insurance Maps and historic aerial photographs of the property will be reviewed to confirm historic property use and to identify potential AOCs and/or further evaluate recognized environmental conditions.
- e. County and Municipal officials (including Health Department, Building Department, and Fire Department) will be contacted for identification of any records of discharges or environmental incidents associated with the subject property or the properties within the immediate vicinity of the subject property.
- f. An Open Public Records Act (OPRA) has been previously submitted to the New Jersey Department of Environmental Protection (NJDEP) to identify any environmental records associated with the subject property. Excel has obtained all available files from the NJDEP.

Task 2.0: Site Inspection and Interviews

In accordance with the Technical Rules, Excel will conduct a site inspection of the subject property to identify and further evaluate any potential AOCs related to current or past site uses or operations. Information obtained from the review of any previous environmental reports, the environmental database search, and the regulatory records will be used to focus and guide the site inspection. The site inspection will be focused on verification of potential AOCs identified through historic records review as well as identification of any additional issues and/or AOCs to determine if any further investigation is warranted as part of a Site Investigation (SI). It is not anticipated that SI activities will be warranted based on Excel previous knowledge of the subject property.

Note that access to all portions of the subject property is required at the time of the site inspection. The level of effort for the PA assumes that access to all areas of the subject property will be obtained on the day of the site inspection and that a follow up site visit will not be required. Note also that a knowledgeable representative of the property owners who has in-depth knowledge of the subject property should be available to answer questions at the time of the site inspection.

This task also includes a boundary and topographic survey is required which shall include location of all features, utilities and grading on the subject properties as well as within the right-of-ways between and in front of the subject lots. Existing monumentation will be located and identified on the survey. The topography will be included in NJ State Plane Coordinates in the NAVD88 Datum with benchmarks to be set. Signed and sealed plans by a licensed land surveyor will be provided in addition to electronic CAD files of the surveys, if requested.



Task 3.0: Data Interpretation, Report Preparation, and Technical Consulting

Excel will summarize the results of the environmental database searches and the findings of the historic document review, including aerial photograph and Sanborn™ Fire Insurance Map review and interpretation, and outline the findings of the site inspection for inclusion in a PA Report that will meet Technical Rule requirements for the subject property. In addition to a discussion of potential AOCs as defined by the Technical Rules, the PA Report will contain an evaluation of the potential for radon to be a current and/or future issue of environmental concern on the subject property based on the findings of the PA. Although not anticipated, the report will also include recommendations for any additional evaluation and/or investigation that may be warranted based on the results of the PA. As indicated in Attachment A, the cost estimate includes issuance of two hard copies and one digital copy of the PA Report.

TERMS AND CONDITIONS

The estimated not-to-exceed time-and-materials cost for completion of the PA for the subject property is **\$12,715**. As previously stated, a detailed Cost Estimate is provided in Attachment A. Note that should less time and/or effort be required to complete the PA, Excel will only bill for the actual hours expended and costs incurred. We will not exceed this cost estimate without advance written authorization in the form of a signed Extension of Services or other acceptable documentation. This proposal is valid for a period of 60 days from the date of the proposal.

The work outlined in this proposal will be conducted in accordance with the Agreement in effect dated January 1, 2014, executed by Excel and the City.

Note that any additional inspections and/or subsurface investigation are beyond the scope of this proposal. Should any additional work be warranted based on the findings of the PA, Excel will outline specific recommendations for review with you and we will design a scope of work and cost estimate for performance of any additional assessment for your review and consideration.

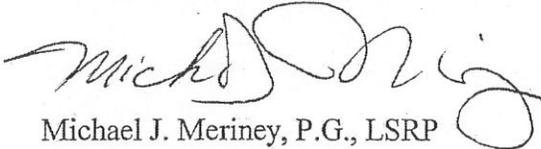
SCHEDULE/TIMELINE

We are prepared to proceed with the work immediately upon receipt of authorization to proceed. Upon authorization, Excel can deliver a completed PA Report within three weeks.



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

Sincerely,
EXCEL ENVIRONMENTAL RESOURCES, INC.



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

Attachment A

**EXCEL IS AUTHORIZED TO PROCEED WITH EXCEL PROPOSAL NO. 12289
DATED OCTOBER 28, 2014 (INCLUSIVE OF ALL ATTACHMENTS):**

Print Name/Title

Signature

Date



ATTACHMENT A
PRELIMINARY ASSESSMENT
COST ESTIMATE

Cognis/BASF

Block 103, Lots 7-26; Blocks 107 and 108, all lots inclusive; and Block 113, Lots 1-6 and 27-32.
Hoboken, New Jersey 07030

Task 1.0 Historic Document Review

Includes review of historic documents, environmental database search, Sanborn™ Maps, and aerial photographs as well as review of the Title and Deed search. Excel has previously conducted an Open Public Records Act (OPRA) and Freedom of Information Act (FOIA) request and possesses all available documents.

Labor:

| | | | |
|------------------------------|-------------|----------|----------|
| Project Manager II | 2.0 hours @ | \$125.00 | \$250.00 |
| Staff Geologist/Scientist II | 8.0 hours @ | \$85.00 | \$680.00 |
| | | | \$930.00 |
| Labor Total | | | \$930.00 |

Materials:

| | | | |
|--|--|--|------------|
| EDR Database Search, including aerials and historic topographic maps | | | \$365.00 |
| Chain of Title Report (multiple lots) | | | \$750.00 |
| | | | \$1,115.00 |
| Materials Total | | | \$1,115.00 |

| | |
|-----------------------|-------------------|
| Task 1.0 Total | \$2,045.00 |
|-----------------------|-------------------|

Task 2.0 Site Inspection and Interviews/Property Survey

Includes a thorough site inspection of the subject property located in Hoboken, New Jersey, interviews with key personnel knowledgeable about current and past site operations, and a visit to municipal offices.

Labor:

| | | | |
|------------------------------|-------------|---------|----------|
| Staff Geologist/Scientist II | 6.0 hours @ | \$85.00 | \$510.00 |
| | | | \$510.00 |
| Labor Total | | | \$510.00 |

Travel:

| | | | |
|---------------------|---------|----------|----------|
| Field Vehicle | 1 day @ | \$100.00 | \$100.00 |
| | | | \$100.00 |
| Travel Total | | | \$100.00 |

Outside Services:

| | | | |
|--------------------------------------|------------|--|------------|
| Property Survey (Topo/Features/ROWs) | lump sum @ | | \$6,900.00 |
| | | | \$6,900.00 |
| Travel Total | | | \$6,900.00 |

| | |
|-----------------------|-------------------|
| Task 2.0 Total | \$7,510.00 |
|-----------------------|-------------------|

Task 3.0 Data Interpretation, Report Preparation, and Technical Consulting

Includes interpretation of the findings of the historic document review and preparation of a Preliminary Assessment Report with followup as necessary with the City to discuss the findings of the PA.

Labor:

| | | | |
|------------------------------|--------------|----------|------------|
| Sr. Project Manager | 2.0 hours @ | \$150.00 | \$300.00 |
| Project Manager | 8.0 hours @ | \$125.00 | \$1,000.00 |
| Staff Geologist/Scientist II | 16.0 hours @ | \$85.00 | \$1,360.00 |
| CADD Operator | 4.0 hours @ | \$75.00 | \$300.00 |
| Administrative Assistant | 2.0 hours @ | \$75.00 | \$150.00 |
| | | | \$3,110.00 |
| Labor Total | | | \$3,110.00 |

Report Preparation Materials:

| | | | |
|---|--|--|---------|
| Document Prep., Reproduction, and Distribution (Hardcopy/Digital) | | | \$50.00 |
| Report Preparation Materials Total | | | \$50.00 |

| | |
|-----------------------|-------------------|
| Task 3.0 Total | \$3,160.00 |
|-----------------------|-------------------|

| | |
|-------------------------------------|--------------------|
| Preliminary Assessment Total | \$12,715.00 |
|-------------------------------------|--------------------|

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

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

GOVERNING BODY CERTIFICATION OF THE CALENDAR YEAR 2013 AUDIT

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the calendar year 2013 has been filed by a Registered Municipal Accountant with the Hoboken City Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Hoboken City Council of the City of Hoboken hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby

submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

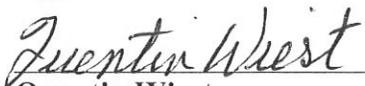
| Councilperson | Yea | Nay | Abstain | No Vote |
|------------------------|-----|-----|---------|---------|
| Ravi Bhalla | ✓ | | | |
| Theresa Castellano | ✓ | | | |
| Peter Cunningham | ✓ | | | |
| James Doyle | ✓ | | | |
| Elizabeth Mason | ✓ | | | |
| David Mello | ✓ | | | |
| Tim Occhipinti | ✓ | | | |
| Michael Russo | ✓ | | | |
| President Jen Giattino | ✓ | | | |

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON November 5, 2014.

 Clerk 

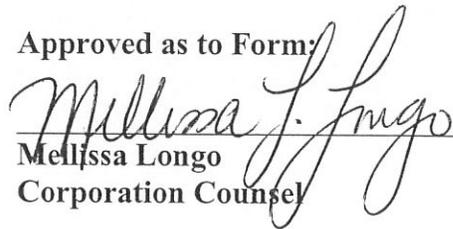
Meeting Date: November 5, 2014

Approved:



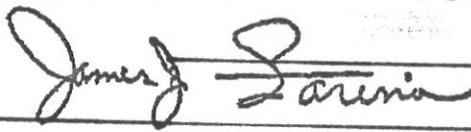
 Quentin Wiest
 Business Administrator

Approved as to Form:



 Melissa Longo
 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 05 2014**



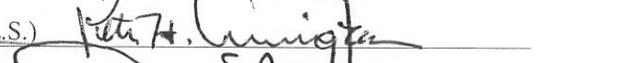
 CITY CLERK

NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF HUDSON

We, members of the governing body of the City of Hoboken, in the County of Hudson, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the City Council of the City of Hoboken in the county of Hudson;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2013;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

| | | | |
|--------|---|--------|--|
| (L.S.) |  | (L.S.) |  |
| (L.S.) |  | (L.S.) |  |
| (L.S.) |  | (L.S.) |  |
| (L.S.) |  | (L.S.) |  |
| (L.S.) |  | (L.S.) |  |

Clerk

Sworn to and subscribed before me this _____ Day of _____

Notary Public of New Jersey

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

SPONSORED: [Signature]
SECONDED: Peter H. Cunningham

CITY OF HOBOKEN
RESOLUTION NO.

RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS FOR CREDIT CARD PROCESSING SERVICE FOR THE CITY OF HOBOKEN PARKING UTILITY FOR UP TO FIVE (5) YEARS

WHEREAS, the City of Hoboken seeks to contract for credit card processing services for the Parking Utility, in accordance with the competitive contracting laws, for up to five (5) years; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered, when approved by the NJ DCA pursuant to N.J.S.A. 40A:11-4.1k; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that upon receipt of a letter authorizing same from the NJ DCA, and subject to receipt of same, the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1k, shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for credit card processing service for the Parking Utility for a period up to five (5) years.

Meeting date: November 5, 2014

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

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

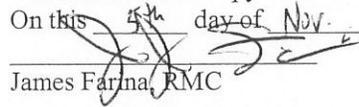
A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: NOV 05 2014

James J. Savaria
CITY CLERK

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

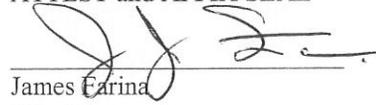
Certified as a true copy of the Resolution adopted by the Council

On this 5th day of Nov., 2014


James Farina, RMC

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

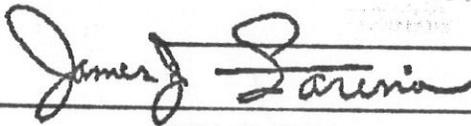
ATTEST and AFFIX SEAL


James Farina
(Clerk)

Mayor Dawn Zimmer
(Presiding Officer)

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

NOV 05 2014



CITY CLERK

Introduced by: *David M...*
 Seconded by: *Chen...*

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

RESOLUTION TO ACKNOWLEDGE THE APPOINTMENT OF KENNETH FERRANTE AS THE CHIEF OF POLICE OF THE CITY OF HOBOKEN, AND TO RATIFY EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF HOBOKEN AND THE HOBOKEN POLICE CHIEF, FOR THE PERIOD OF DECEMBER 1, 2014 THROUGH DECEMBER 31, 2019

WHEREAS, the Mayor, in accordance with N.J.S.A. 40A:14-118 and Hoboken City Code Section 59A-9, has appointed Kenneth Ferrante to the position of Chief of Police for the City of Hoboken; and,

WHEREAS, the Administration further wishes to enter into the attached Agreement with the Chief of Police; and,

WHEREAS, the Agreement sets forth the terms and obligations by and between the Police Chief and the City for the period of December 1, 2014 through December 31, 2019; and,

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby acknowledges the Mayor's appointment of Kenneth Ferrante as the Chief of Police for the City of Hoboken, and further ratifies the attached Agreement with the Chief of Police, and further authorizes the Mayor and Administration to take any and all other action necessary to effectuate the Agreement and the terms thereunder; 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 5, 2014

APPROVED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

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

| Councilperson | Yea ✓ | Nay | Abstain | No Vote |
|------------------------|-------|-----|---------|---------|
| Ravi Bhalla | ✓ | | | |
| Theresa Castellano | ✓ | | | |
| Peter Cunningham | ✓ | | | |
| James Doyle | ✓ | | | |
| Elizabeth Mason | ✓ | | | |
| David Mello | ✓ | | | |
| Tim Occhipinti | ✓ | | | |
| Michael Russo | ✓ | | | |
| President Jen Giattino | ✓ | | | |

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

NOV 05 2014

James J. Sarina
 CITY CLERK

AGREEMENT
BETWEEN
CITY OF HOBOKEN
AND
KENNETH FERRANTE
POLICE CHIEF

December ~~1~~ ^{AF}
November 1, 2014 – December 31, 2019

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Ply

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PREAMBLE

- A. This Agreement is made and entered into by and between the City of Hoboken, a municipality in the County of Hudson, State of New Jersey [hereinafter referred to as the "Employer" or "City"], and the Chief of Police of the City of Hoboken Police Department, Kenneth Ferrante [hereinafter referred to as the "Police Chief"], collectively the "Parties" for the purpose of reaching a mutual understanding, promote harmonious relations, and effect good and efficient service. Both parties agree to be bound by all terms and conditions of this Agreement. The Police Chief understands and agrees that the City does not have to provide him with a contract under any and all applicable laws. The terms of this Agreement, not the appointment of the Police Chief, is subject to City Council ratification.
- B. This Agreement contains all terms and conditions of employment. Nothing contained in any other collective negotiations agreement shall apply unless specifically listed herein. The Police Chief shall not be a member of Hoboken Police Superior Officers Association, ("PSOA") and accordingly, he shall not be entitled to any reimbursements and/or benefits included in any collective negotiations agreements between the City and the PSOA or any other union. Accordingly, as of the date of his appointment, the Police Chief is not entitled to and/or will no longer receive any longevity, seniority, terminal leave/pay, overtime, monies for standby by court time and preparation, monies for educational incentives or degrees earned and monies for perfect attendance.

- C. The Police Chief agrees and understands that he shall report to the Public Safety Director. If the Public Safety Director is unavailable, he shall report to the Business Administrator or the Honorable Mayor.
- D. Any and all past practices and/or what may be considered precedent in the City in connection with any City Chief of Police or any other City employee does not apply to this Agreement in any way whatsoever. This Agreement is made without precedent or prejudice to the positions of the Parties. Similarly, this Agreement shall not constitute a precedent or past practice in any other matter now or at any time.

ARTICLE I. GENERAL CONDITIONS

- A. The Police Chief shall perform all duties and responsibilities as required by N.J.S.A. 40A:14-118, et seq., civil service and other laws, ordinances, rules and regulations.
- B. This Agreement is effective from ^{December} ~~November~~ 1, 2014, through and including, December 31, 2019.
- C. Effective upon appointment, the Police Chief shall be paid at the annual rate of \$162,000.00 (one hundred sixty-two thousand dollars). The Police Chief agrees that this shall be the total amount of his annual compensation. The Police Chief also agrees and understands that from the date of his appointment as the Chief of Police, he is no longer eligible to receive any longevity pay, seniority pay and/or terminal leave/pay going forward.
- D. During the term of this Agreement, the Police Chief's salary shall increase by at least 1.5% over his prior year's salary so long as the Police Chief's total salary does not exceed the salary range approved by the Mayor and City Council as set forth in the City's salary ordinance. Any increase above this 1.5% shall be determined by the Mayor at her sole discretion. The Police Chief is not guaranteed any additional raise beyond this 1.5% per year set forth in this Agreement. The City agrees that it will comply with N.J.S.A. 40A:14-179.
- E. After this Agreement ends on December 31, 2019, this Agreement may be renewed annually thereafter by the Parties. However, it is not automatically renewed. Unless specifically expressed to the contrary in writing by either party

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by September 1st of each renewal year after this Agreement expires, this Agreement shall be renewed by the parties under identical terms, except that the Police Chief's salary shall increase by at least 1.5 % over his prior year's salary so long as the Police Chief's total salary does not exceed the salary range approved by the Mayor and City Council as set forth in the City's salary ordinance. Any increase above this 1.5% shall be determined by the Mayor at her sole discretion. The Police Chief is not guaranteed any additional raise beyond this 1.5% per year set forth in this Agreement. The City agrees that it will comply with N.J.S.A. 40A:14-179.

ARTICLE II. METHOD OF PAYMENT

All compensation shall be provided on a bi-weekly basis as with all other City employees.

ARTICLE III. PENSION

The Police Chief shall be eligible for a pension as provided by New Jersey State law. Pension contributions shall be calculated and reported in accordance with State law.

ARTICLE IV. ALLOWANCES

- A. The Police Chief shall receive a clothing allowance in the sum of one thousand dollars (\$1,000.00) per year. The allowance is payable no later than December 1st of each year beginning on December 1, 2015. The City agrees that the Police Chief has complete discretion in wearing either his Police Chief's uniform or a suitable business attire to work.
- B. Subject to City Council approval, the Employer agrees to reimburse the Police Chief all costs incurred as a result of his membership in the County, State and International Chiefs of Police Associations, at a cost not to exceed seven hundred fifty dollars (\$750.00) per year beginning with the 2015 calendar year. These reimbursements must be submitted to the Public Safety Director for his approval in advance of the Police Chief incurring any costs.
- C. All allowances shall be pro-rated during the last year of service.
- D. Subject to City Council approval, the City shall reimburse the Police Chief for professional development courses/expenses in an amount not to exceed fifteen hundred dollars (\$1500.00) incurred after January 1, 2015. All professional development courses/expenses must be approved by the Public Safety Director in advance of registration.
- E. Subject to City Council approval, the City shall reimburse the Police Chief for any parking and/or tolls directly incurred in the performance of his duties after first being submitted to and approved by the Public Safety Director.

F. The Police Chief shall be issued a City phone and Chief's police vehicle for the duration of his employment as Police Chief. The Police Chief vehicle is subject to any and all City vehicle policies existing at the time this Agreement is entered into and that may go into effect after this Agreement is executed.

ARTICLE V. WORK DAY AND WORK WEEK

- A. The Police Chief shall work at least a standard 5 / 2 schedule. This schedule will consist of eight (8) hours per day (at a minimum), Monday through Friday from 9:00 a.m. to 5:00 p.m. Upon request and approval of the Public Safety Director, the Chief has the option of exchanging a regular day off (including paid holidays set forth in Article VI of this Agreement) for a regular work day or changing his hours from time to time to serve the needs of the City; such approval from the Public Safety Director shall not be unreasonably denied.

- B. The Police Chief is deemed an essential role in the City. In order to conduct and manage the day to day operations of the Police Department, the Police Chief must be on duty, available, and in the City of Hoboken during his regular working hours as set forth herein. If the Police Chief is not in the City during his regular working hours as set forth herein, he shall notify the Public Safety Director or in his absence, the Business Administrator for approval.

- C. As an FLSA exempt employee, the Police Chief is not entitled to any overtime pay. The Police Chief may request compensatory time in advance from the Director of Public Safety in accordance with the City's ordinance approved by the City Council authorizing compensatory time. No compensatory time is authorized unless an ordinance establishing compensatory time is authorized by the City Council. Approved compensatory time is not the same as overtime or vacation time and will be awarded at a 1:1 ratio up to the maximum hours allowed by City ordinance. There is no cash value for any

accrued compensatory time upon retirement or at any other time. Approved compensatory time may be carried for only one year from the date it is accrued or it is lost.

- D. The Police Chief shall utilize the departmental attendance recording equipment (hand scan) and ensure that all Division members do the same.
- E. The Police Chief shall not be eligible for overtime pay for time worked beyond the regular tour of duty.
- F. The Police Chief shall not be eligible to participate in the Outside Employment Program.

ARTICLE VI HOLIDAYS AND PERSONAL DAYS

- A. In addition to his regular days off, the "POLICE CHIEF" shall be entitled to be off duty on the following days:

| | |
|------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | General Election |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving Day |
| | Floating Holiday |
| | Christmas Day |

- B. In addition to holidays set forth in Article VI., Section A, the Police Chief shall be entitled to two (2) personal days per year. Any personal days not taken in the year of entitlement may be accrued for one year only. Personal days must be utilized prior to retirement. There shall be no cash value for any accrued personal days or time upon retirement or at any other time.

ARTICLE VII. VACATION AND VACATION DAYS

- A. The Police Chief shall receive twenty (20) days annual vacation. Vacation shall be pro-rated during the first and last year of service.
- B. The Police Chief shall not be charged with vacation while on sick leave if the sick leave and vacation coincide.
- C. In the event of the Police Chief's death, all monies due to him, including but not limited to, vacation pay shall be paid to his estate.
- D. The maximum amount of vacation time that Police Chief may accrue or cash out upon retirement is forty (40) days (which is two years).
- E. The Police Chief shall submit any and all of his vacation requests to the Public Safety Director for his approval prior to taking any vacation time. Such approval shall not be unreasonably withheld.
- F. The Employer agrees to pay to the Police Chief who shall resign or retire all money due him for unused vacation (up to the maximum amount of vacation time that the Police Chief may accrue or cash out which is forty days which is two years of vacation time) within sixty (60) days immediately following his separation of employment.

ARTICLE VIII. SICK LEAVE AND OTHER BENEFITS

- A. The Police Chief shall be entitled to fifteen (15) sick days annually with pay.
- B. Sick leave may be utilized by the Police Chief when he is unable to perform his duties by reason of personal illness, accident or exposure to contagious disease. Sick leave, in addition to bereavement leave, may also be utilized for short periods because of death or serious illness in the Police Chief's immediate family as defined in Department of Personnel regulations.
- C. In charging the Police Chief with sick leave, the smallest unit to be considered is one (1) work day.
- D. The Police Chief shall not accrue more than forty-five (45) days of sick leave at any time. Sick leave has no cash value upon retirement or at any other time.
- E. The Parties agree that effective on the date of his appointment, the Police Chief shall begin to accrue accumulated time as earned and according to the terms of this Agreement and applicable law. Within sixty (60) days of his appointment as Police Chief, the Police Chief shall be paid for all accumulated unused vacation time previously accrued up to two years and all terminal leave time earned prior to this Agreement. The Police Chief is not entitled to any payout of sick time/leave or personal days.
- F. The Police Chief agrees and understands that from the date of his appointment as Chief of Police, he is no longer eligible or entitled to receive any longevity, seniority, and/or terminal leave/pay.

ARTICLE IX. LINE OF DUTY INJURY

- A. When the Police Chief is injured in the line of duty, the Employer agrees to bear the cost of all medical, dental, surgical, therapeutic and pharmaceutical bills.
- B. The Police Chief must report his injury to the Public Safety Director, whether slight or severe, within forty eight (48) hours of its occurrence in order to be eligible for benefits.
- C. The Police Chief may reasonably be required from time to time to present evidence to the Public Safety Director by a certificate of a physician that he is unable to work.

ARTICLE X. MEDICAL-SURGICAL, MAJOR MEDICAL, EYE GLASS AND
DENTAL

- A. The Employer agrees to provide the Police Chief with medical, surgical, major medical, eye glass, prescription and dental insurance coverage consistent with the current requirements set forth in the PSOA Collective Negotiations Agreement. The Police Chief understands and agrees that this coverage may change with each negotiated PSOA Agreement.
- B. The Police Chief agrees to make premium contributions for all medical-Surgical, major medical, eye glass, prescription and dental insurance consistent with the current requirements set forth in the PSOA Collective Negotiations Agreement. The Police Chief understands and agrees these premium contributions may change with each negotiated PSOA Agreement.
- C. The City agrees to pay for the same hospitalization coverage as active employees for an employee (and dependents) who retires after 25 years of service or retires on a disability pension. This coverage shall be provided for the surviving spouse (unless they remarry) and dependents if the eligible employee becomes deceased.
- D. The City shall have the right to change insurance carriers provided that, after the change the coverage shall be equal to or better than the coverage before the change of carrier.
- E. If the Police chief is on sick or injury leave, or worker's compensation, the City shall continue to pay for his medical coverage.
- F. If the Police Chief has other health insurance coverage, the Police Chief agrees to

make the City policy secondary. Upon eligibility for Medicare, the City will pay for a supplemental Medicare policy for the Police Chief and continue coverage as set forth above.

ARTICLE XI. BEREAVEMENT LEAVE

- A. In the event of death in the Chief's immediate family, the Police Chief shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) calendar days.
- B. The "immediate family" shall mean only parents, husband, wife, child, stepchild, ward, brother, sister, stepmother, stepfather, guardian, grandmother, grandfather and grandchild.
- C. Reasonable verification of the event may be required by the City.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or sick time off falling within the time of bereavement.
- E. The Police Chief may make a request of the Public Safety Director or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Public Safety Director or his designated representative, shall be charged at the option of the Police Chief as a vacation day or personal day.
- F. The Police Chief shall be granted the day of the funeral off with pay for the death of the Police Chief's immediate uncle or aunt, niece, nephew, mother-in-law, father-in-law, brother-in-law and sister-in-law only.

ARTICLE XII. LEAVE OF ABSENCE

- A. A leave of absence may be granted to the Police Chief for a period of ninety (90) days at the sole discretion of the Mayor and if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay. In exceptional circumstances, the Mayor may extend a leave of absence for an additional ninety (90) days, if such extension is considered in the best interests of the City.

- B. Leaves of absence are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. A Police Chief on a personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for each month he is on leave. Health benefits may also be impacted. A leave of absence granted with the understanding that the Police Chief intends to return to work for the City. If the Police Chief fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

- C. The Employer agrees to permit the Police Chief a leave of absence without loss of pay or time owed to attend and/or serve as a representative to the New Jersey State Association of Chiefs of Police, International Chiefs of Police and Hudson County Chiefs functions, meetings, conventions or seminars and attend any other

regular meeting or conference held by the Chief's Association which require his attendance. Prior to attending such functions the Police Chief shall receive approval from the Director of Public Safety, whose approval shall not be unreasonably withheld.

- D. Subject to City Council approval, the Employer agrees to reimburse the Police Chief all reasonable expenses incurred for attendance at the functions listed in paragraph B and any other seminar, training conference or educational program approved by the Director of Public Safety.

ARTICLE XIII. MUTUAL AID

The Employer agrees that if the Police Chief is killed or injured in the line of duty while rendering aid to a neighboring community, he is fully covered by pension and insurance rights as if said injury or death occurred out of an accident arising out of performance of duty within the City of Hoboken.

ARTICLE XIV. LEGAL

- A. The Employer shall supply the Police Chief with all necessary legal advice and counsel in matters relating to his employment. The Employer, at its discretion, shall either utilize Corporation Counsel for this legal advice and counsel or an outside attorney of its choice with an hourly rate of no more than one hundred fifty dollars (\$150.00) per hour.
- B. Whenever any action is brought against the Police Chief for any act or omission, arising out of or incidental to the performance of his duty, on or off his regular tour of duty, the Employer shall, with the approval of the Appointing Authority and advice of Corporation Counsel, provide legal advice and counsel to the Police Chief except in matters deemed to be relating to official misconduct or for actions taken outside of the scope of his employment. This legal advice and counsel may be provided by Corporation Counsel or an outside attorney of the Employer's choice with an hourly rate of no more than one hundred fifty dollars (\$150.00) per hour.
- C. The City agrees to pay and satisfy all judgments and settlements of claims for personal injury, death or property damage, except for punitive damages against the Police Chief so long as the Chief is acting within the scope of his employment.
- D. Legal advice and counsel shall extend beyond the expiration of this Agreement for all filed actions that arose during the Police Chief's tenure of employment only if the Police Chief was acting within the scope of his employment.

ARTICLE XV. MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the City and its properties and facilities and activities utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
 2. To make rules of procedure and conduct and establish policy, subject to all applicable laws., to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. To hire all employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain employees in positions within the City subject to Civil Service regulations and law. The establishment of divisions, units, posts and assignments are matters of policy and accordingly are management rights.
 4. To suspend, demote, discharge or take any other appropriate disciplinary actions against the Police Chief and/or any other employee of the City

Police Department in accordance with Civil Service Rules and Regulations and applicable laws.

5. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the constitution and law of New Jersey and of the United States subject to law.
- C. Nothing contained herein shall be construed to deny or restrict the City or the Police Chief of their rights, responsibilities and authority under R.S. 40A:1-1 et seq., Civil Service Rules and Regulations, and/or any applicable national, state or local laws.

ARTICLE XVI. POLITICAL ACTIVITIES

The Police Chief shall refrain from all political activities which undermine public confidence in the Police Chief or the Division.

- A. Elections of the Mayor and the Governing Body. The Police Chief should maintain a reputation for serving equally and impartially all members of the community. To this end, he should not participate in an election campaign on behalf of or in opposition to candidates for the Mayor or the governing body.
- B. Elections Generally. The Police Chief shares with fellow citizens the right and responsibility to vote. However, in order not to impair his effectiveness on behalf of the City government that he serves, he shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, he shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.
- C. Running for Office. The Police Chief shall not run for elected office or become involved in political activities related to running for elected office. He shall not seek political endorsements, financial contributions or engage in other campaign activities.
- D. Presentation of Issues. The Police Chief may assist the Administration in the presentation of issues involved in referenda such as bond issues and other matters that affect the City's operations and/or fiscal capacity.

- E. Personal Advocacy of Issues -- The Police Chief shares with fellow citizens the right and responsibility to voice their opinion on public issues. The Police Chief may advocate for issues of personal interest only when doing so does not conflict with the performance of his official duties.

ARTICLE XVII. SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict the rights of either Party under any federal or state law or regulation. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and the Parties agree with respect to any clause so determined to be invalid, the Parties will immediately renegotiate said invalid clause so as to being the same within legal limits.

This Agreement may be executed in counterparts.

ARTICLE XIII. FULLY-BARGAINED AGREEMENT

- A. The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- B. The Parties agree that this Agreement may not be altered, amended, modified, superseded, canceled or terminated except in writing and duly executed by the Parties.
- C. The Parties agree that the laws of the State of New Jersey shall govern this Agreement and the Parties will submit to binding arbitration by a mutually agreed to arbitrator for the resolution of any dispute that may arise hereunder.
- D. This Agreement is the only agreement that binds the Parties. The collective negotiations agreements between the City and the PSOA and/or the PBA and/or any other union, past or present, do not apply to the Chief of Police in any way whatsoever. Any and all past practices and/or what may be considered precedent in the City in connection with any City Chief of Police or any City employee do not apply to this Agreement in any way whatsoever. This Agreement is made without precedent or prejudice to the positions of the Parties. Similarly, this

Agreement shall not constitute a precedent or past practice in any other matter now or at any time.

- E. The Police Chief agrees and understands that from the date of his appointment as Chief of Police, he will no longer accrue longevity, terminal pay, terminal leave and/or seniority.

ARTICLE XIX. DURATION OF AGREEMENT

This agreement shall become effective as of the date of appointment through and including December 31, 2019. The terms of this Agreement shall continue in effect as written until a new contract is entered into between the Parties.

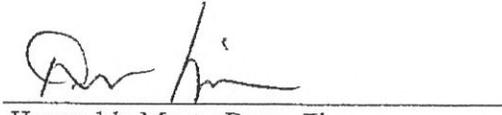
ARTICLE XX. MISCELLANEOUS

- A. The Parties enter into this Agreement on their own accord, voluntarily, without duress, and with a full understanding of their respective rights and obligations. The City acknowledges it has conferred with Mellissa L. Longo, Corporation Counsel, with regard to this Agreement. The Police Chief acknowledges he has been adequately counseled and represented with regard to the Agreement. The Parties further acknowledge and represent that they have been given adequate time to review and contemplate the Agreement and that they have obtained adequate advice of counsel. The Parties further represent the following: (i) they have entered into the Agreement in good faith; (ii) there have been sufficient discussions on the language and meanings of the terms of the Agreement, as well as sufficient revisions relevant to same, as necessary; and (iii) the Agreement, or any ambiguities within it, shall not be construed more favorably against either of the Parties.
- B. The terms of this Agreement, not the appointment of the Police Chief is subject to City Council ratification.
- C. The appointment of the Police Chief is subject to approval of the Civil Service Commission.
- D. Governing Law and Forum. The Parties agree that the laws of the State of New Jersey shall govern this Agreement the Parties will submit to binding arbitration for the resolution of any dispute that may arise hereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at

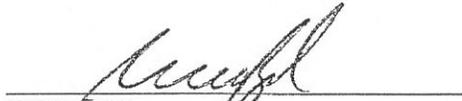
HOBOKEN, HUDSON COUNTY, on this day of , 2014.


Kenneth Ferrante
Chief of Police

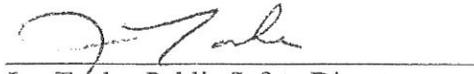

Honorable Mayor Dawn Zimmer
City of Hoboken

DATED: 10/23/14

DATED: 10/23/14


WITNESS

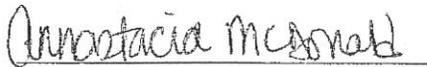

WITNESS

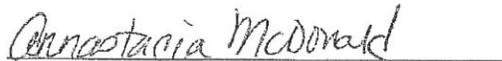

Jon Tooke, Public Safety Director


Quentin Wiest, Business Administrator

DATED: 10/28/14

DATED: 10/28/14


WITNESS


WITNESS

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

CITY OF HOBOKEN
RESOLUTION No. _____

RESOLUTION RESCINDING PETTY CASH FUND
Department: Police, Custodian: Chief of Police

WHEREAS, it is the desire of the City of Hoboken, County of Hudson that the petty cash fund for the Police Department (custodian: Chief) be rescinded in the amount of \$500.00.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken, County of Hudson, State of New Jersey hereby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

MEETING DATE: November 5, 2014

REVIEWED BY:
[Signature]
Quentin Wiest
Business Administrator

APPROVED BY:
[Signature]
Melissa Longo
Corporation Counsel

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

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: NOV 05 2014**

[Signature]

CITY CLERK

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

CITY OF HOBOKEN
RESOLUTION No. _____

RESOLUTION AUTHORIZING PARKING UTILITY CHANGE FUND

WHEREAS, the City Council authorizes the establishment of a change fund in the City of Hoboken Parking Utility; and

WHEREAS, this change fund shall be established and approved by resolution of the City Council; and,

WHEREAS, the Hoboken Parking Utility wishes to establish a change fund which shall be under the supervision of the Director of Transportation and Parking, who shall be the custodian for the fund.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, County of Hudson, State of New Jersey that a change fund be and is hereby authorized for use during the remaining CY 2014:

| <u>Department</u> | <u>Amount</u> | <u>Use</u> | <u>Custodian</u> |
|-------------------|---------------|-------------|-------------------------------------|
| Parking Utility | \$500.00 | Change Fund | Director Transportation and Parking |

MEETING DATE: November 5, 2014

REVIEWED BY:
[Signature]
Quentin Wiest
Business Administrator

APPROVED BY:
[Signature]
Melissa Longo
Corporation Counsel

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

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

[Signature]
CITY CLERK

NOV 05 2014

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO (1) REJECT THE INITIAL BID RESULTS FOR STREETLIGHT ELECTRICAL GENERATION SERVICES, AND THEREAFTER (2) APPROVE A CONTRACT FOR STREETLIGHT ELECTRICAL GENERATION SERVICES FOR THE CITY OF HOBOKEN BY THE SUCCESSFUL BIDDER AT A SECOND BID ATTEMPT, VIA PAPER BID, TO BE PUBLISHED AND SUBMITTED IN NOVEMBER 2014

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L.2001, c.30) (the "Act") authorizes the purchase of energy generation service for public use through the use of online auction service; and

WHEREAS, the City of Hoboken previously conducted an online reverse auction for energy generation services in September 2014, and awarded two contracts thereunder, but seeks to reject the bids for the third contract, commonly known as the Streetlight Electrical Generation Service Contract, for failure to obtain financially acceptable bids; and

WHEREAS, the City of Hoboken thereafter seeks to utilize the services of T&M Associates, an approved vendor pursuant to the Act, for a second bid attempt, via paper bid, to be published and submitted in November 2014, and to thereafter enter into a contract in accordance with the attached contract terms.

NOW, THEREFORE, BE IT RESOLVED that the City of Hoboken hereby rejects the original auction results of the reverse online auction, in September 2014, for the Streetlight Electrical Generation Services due to none of the bids being in accordance with the City's maximum cost estimates;

BE IF FURTHER RESOLVED, the City Council authorizes the Administration, through T&M Associates, to conduct a second bid attempt, via paper bid, to be published and submitted in November 2014; and

BE IT FURTHER RESOLVED that the Mayor or her designee is hereby authorized to execute the attached electric supply contract with the participating supplier submitting the successful bid in the T&M Associates November 2014 paper bid for streetlight energy generation services.

BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: November 5, 2014

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

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

AT A MEETING HELD ON: NOV 05 2014
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
A TRUE COPY OF A RESOLUTION ADOPTED BY
[Signature]
CITY CLERK

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

Introduced By: *Ran E. Bacon*
Seconded By: *Peter Cunningham*

CITY OF HOBOKEN
RESOLUTION No. _____

**RESOLUTION AUTHORIZING THE CLOSURE OF BANK ACCOUNTS AT THE
RECOMMENDATION OF THE DEPARTMENT OF REVENUE AND FINANCE**

WHEREAS, The Department of Revenue and Finance of the City of Hoboken has recommended the closure of the following Bank Accounts which have been dormant:

- | | |
|-----------------------------------|-------------|
| City of Hoboken TD Payroll Agency | #4246418457 |
| City of Hoboken Loans CD | #4248965654 |
| City of Hoboken Capital Fund | #3982549673 |

NOW, THEREFORE, BE IT RESOLVED, that the Department of Revenue & Finance be and is hereby authorized to close the aforementioned bank accounts and to execute any and all documents necessary for the closure of said accounts; and be it further

RESOLVED, that TD Bank, which administers the accounts noted above, shall be furnished with a certified copy of this resolution.

MEETING DATE: November 5, 2014

REVIEWED BY:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED BY:
Melissa Longo
Melissa Longo
Corporation Counsel

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

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

NOV 05 2014

James J. Savino
CITY CLERK

Introduced by: J. Rans... 13
Seconded by: Pat H. ...

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2014 Municipal Budget

Amended Body Armor CY 2014

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 previously adopted a resolution inserting a special item of revenue for Body Armor CY2014, on October 15, 2014, in the amount of \$11,634.38; and

WHEREAS, the City of Hoboken thereafter received notice of an additional award of \$3,755.22 from Division of Consumer Affairs for CY2014 Body Armor and, therefore, wishes to amend its CY 2014 Budget to include this additional amount as revenue.

NOW, THEREFORE, BE IT RESOLVED that 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 2014 in the sum of.....\$3,755.22

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:
 - Add'l Body Armor
 - Other Expenses

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$3,755.22 be and the same is hereby appropriated under the caption of:

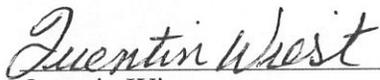
- General Appropriations:
 - (a) Operations Excluded from CAPS
 - State and Federal Programs Off-Set by
 - Revenues:

Add'l Body Armor O/E
Other Expenses

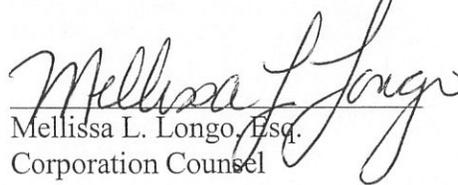
NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: November 5, 2014

APPROVED:


Quentin Wiest
Business Administrator

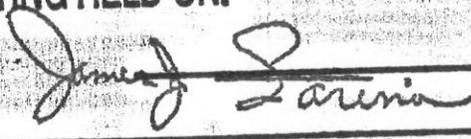
APPROVED AS TO FORM:


Mellissa L. Longo, Esq.
Corporation Counsel

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

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

NOV 05 2014



CITY CLERK



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
Case Initiation and Tracking Unit
124 Halsey Street, 7th Floor, Newark NJ 07102



JOHN J. HOFFMAN
Acting Attorney General

STEVE C. LEE
Acting Director

Mailing Address:
P.O. Box 45025
Newark, NJ 07101
(973) 504-6200

September 25, 2014

VIA CERTIFIED MAIL

Chief, Hoboken Police Department
106 Hudson Street
Hoboken, NJ 07030

Re: *I/M/O SCBA Liquidation, Inc. (formerly Second Chance Body Armor, Inc.)*

Dear Chief, Hoboken Police Department:

I am the Acting Director of the New Jersey Division of Consumer Affairs ("Division"). The State of New Jersey, through the Division of Consumer Affairs and Division of Law, began pursuing restitution on behalf of New Jersey law enforcement agencies before Michigan-based Second Chance Body Armor filed for bankruptcy protection in 2004. The matter remained pending in the United States Bankruptcy Court over the past decade. The State of New Jersey received an Order for the distribution of funds in August 2013, and recently received the payment that is now being distributed to organizations that submitted claims for restitution.

The Division received 65 claims for restitution. Unfortunately, there was not enough money in the bankruptcy estate to provide full restitution. Thus, every organization with a verified claim for funds is receiving restitution at a rate of approximately 27%. Enclosed please find a check in the amount of \$3,755.22 which reflects your share of the restitution.

If you have any questions, please feel free to contact Investigator Van Mallett at (973) 792-4213.

Sincerely,

Steve C. Lee
Acting Director
New Jersey Division of Consumer Affairs

Enclosure

George DeStefano

From: Det. Robert Fulton [fultonr@hobokenpd.org]
Sent: Monday, October 20, 2014 11:37 AM
To: George DeStefano
Cc: garclae; pascullit; detriziom; rodriguezj
Subject: Grant funding & Re-imbusement Notificiations
Attachments: NJAG-2ndChanceRe-Imbursement.pdf; Garcia E-Mail(NJ-BARF).pdf; HCPO(JAG-2014).pdf

George:

Good morning. I have received notifications regarding the following:

- 1) The NJ Attorney General's office has sent notification that the City has been reimbursed for defective body armor purchased from Second Chance Body Armor in the Amount of \$3,755.22, representing 27% of the total restitution claim from the bankruptcy proceedings. I would appreciate it if this could be re-inserted into a "Body Armor Restitution" account which can be used toward re-purchasing body armor. I am having the check forwarded to your office for processing.
- 2) Also, you will find attached a copy of the e-mail notification to Chief Garcia of an award by the NJ DCJ for State Body Armor funding (B.A.R.F.) for 2014. I am asking that an account be established for this fund at your earliest convenience.
- 3) Finally, I have received notification that we have been awarded \$16,924.00 for the 2014 Byrne Justice Assistance Grant (JAG) program (Account 2014-DJ-BX-1105) from Hudson County for the purchase of radio equipment. I am also asking that an account be established for these funds as well.

I have attached copies of these notifications to this e-mail. Please advise me when funds from these accounts are established and available for use. Thanks in advance for your assistance

Sincerely,

DETECTIVE ROBERT FULTON
Administrative Services Division
Hoboken Police Department
106 Hudson Street, 2nd Floor
Hoboken, NJ 07030-5704
T: (201) 420-5121
F: (201) 420-2283
C: (201) 744-9838

This is an **official communication** from a member of the **Hoboken, NJ Police Department**. The topic(s) contained in this communication may be of an **official and/or confidential** nature and are intended for the **restricted viewing** solely by the person(s) to which it was sent.

If you are not listed as an intended recipient of this communication, you are hereby notified that you may **not** view, print or disseminate this communication without the authorization of the sender. If you have received this communication in error, please delete this message from your computer & any electronic storage devices & destroy any printed copies. The subsequent viewing and/or dissemination of this information may subject you to a criminal and/or civil liability.

If you have any questions regarding this communication, please contact **Det. Robert Fulton** of the **Hoboken Police Department** at **(201) 420-5121** for assistance in the disposition of this message at no cost to you.

garciae

From: Body Armor [bodyarmor@njdcj.org]
Sent: Tuesday, October 07, 2014 1:14 PM
To: garciae
Cc: gdestefano@hobokennj.gov; Det. Robert Fulton
Subject: FY 2014 Body Armor - Notice of Award - Hoboken Police

Follow Up Flag: Follow up
Due By: Wednesday, October 15, 2014 8:00 AM
Flag Status: Flagged

Categories: Blue Category

Chief of Police Edelmiro Garcia Jr.
Det. Robert Fulton
Hoboken Police

The New Jersey Division of Criminal Justice is pleased to announce that your agency will receive \$11,634.38 under the State Fiscal Year 2014 State Body Armor Replacement Fund Program. An electronic transfer of funds or an award check will be sent directly to your agency's Chief Financial Officer.

The State Body Armor Replacement Fund (BARF) Program is provided to assist all eligible law enforcement agencies in offsetting costs of purchasing body vests for their officers. While 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 2014 Body Armor Replacement Fund Program, agencies were required to confirm whether or not they have a written mandatory body armor wear policy for all uniformed officers engaged in patrol or field operations. Your agency has confirmed it does have such a policy and therefore eligible to receive a 2014 BARF award.

All future State Body Armor Replacement Fund 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 Body Armor Replacement Fund system may result in your agency not receiving important State Body Armor Replacement Fund messages. If you have any questions regarding the program, please call the Program Development and Grants Section at (609) 292-1462.

Introduced by: Ron S. B...¹⁹
Seconded by: Pat H. ...

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2014 Municipal Budget

**HUDSON COUNTY OPEN SPACE FOR HOBOKEN COVE PARK AND
BOATHOUSE IMPROVEMENTS CY 2014**

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 \$500,000.00 from the Hudson County Open Space Trust Fund and wishes to amend its CY 2014 Budget to include this amount as revenue with a City Match of \$250,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2014 in the sum of.....\$500,000.00
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:
- HCOS Hoboken Cove & Boathouse O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: \$500,000.00
Be and the same is hereby appropriated under the caption of:

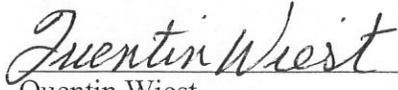
General Appropriations:

- (a) Operations Excluded from CAPS
- State and Federal Programs Off-Set by
- Revenues:
- HCOS Hoboken Cove & Boathouse O/E
- Other Expenses

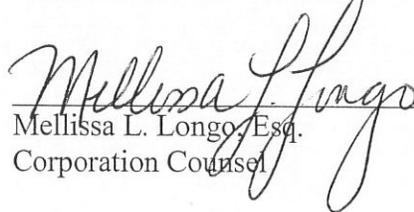
NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: November 5, 2014

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Melissa L. Longo, Esq.
 Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: NOV 05 2014



 CITY CLERK

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. ____

AUTHORIZING AND SUPPORTING THE CITY OF HOBOKEN SUBMISSION OF A 2013 OPEN SPACE GRANT APPLICATION TO THE HUDSON COUNTY OPEN SPACE TRUST FOR HOBOKEN COVE PARK AND BOATHOUSE IMPROVEMENTS

WHEREAS, the Hudson County Open Space, Recreation and Historic Preservation Trust Fund ("County Trust Fund") provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of park improvements; and

WHEREAS, the City of Hoboken desires to further the public interest by obtaining a matching grant of \$500,000.00 from the County Trust Fund to fund the following project: Hoboken Cove Park and Boathouse; and

WHEREAS, the governing body has reviewed the County Trust Fund Program Statement, and the Trust Fund Park Improvement application and instructions and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and

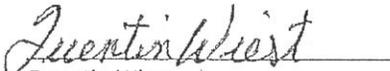
WHEREAS, the County of Hudson shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Hudson for the above-named project and ensure its completion on or about the project contract expiration date.

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

1. That it is hereby authorized to submit the above completed project application to the County by the deadline of January 17, 2014, as established by the County; and
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, the City Council of the City of Hoboken has, or will secure, the balance of the funding necessary to complete the project, or modify the project as necessary; and
3. That the City Council of the City of Hoboken is committed to providing a match for the project in the amount of \$250,000.00; and
4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement; and
5. That the City Council of the City of Hoboken agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
6. That this resolution shall take effect immediately.

Reviewed:


Quentin Wiest
Business Administrator

Approved as to Form:


Melissa Longo, Esq.
Corporation Counsel

Meeting Date: January 7, 2014

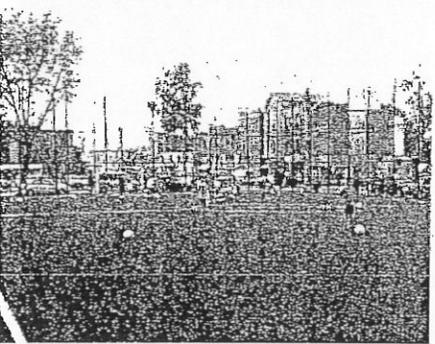
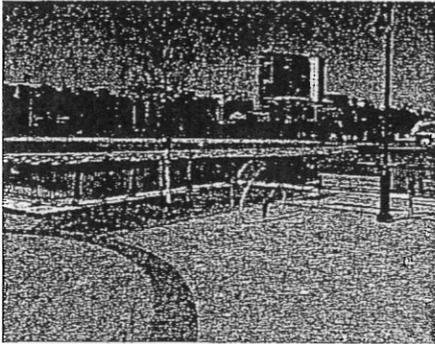
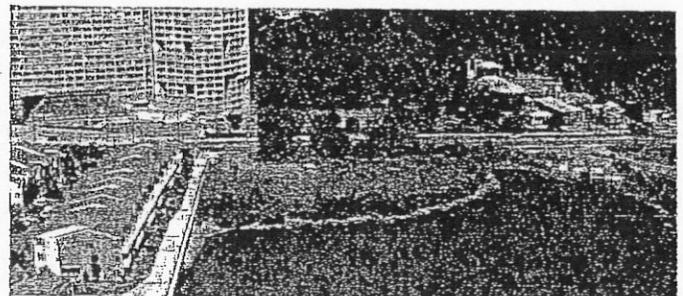
| Councilperson | Yea | Nay | Abstain | No Vote |
|--------------------|-----|-----|---------|---------|
| Ravi Bhalla | ✓ | | | |
| Theresa Castellano | | | | ✓ |
| Jen Giattino | ✓ | | | |
| James Doyle | ✓ | | | |
| Elizabeth Mason | ✓ | | | |
| David Mello | ✓ | | | |
| Tim Occhipinti | | | | ✓ |
| Michael Russo | ✓ | | | |
| Peter Cunningham | ✓ | | | |

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

JAN 07 2014

James J. Sarina

 CITY CLERK



2013
HUDSON COUNTY
OPEN SPACE
APPLICATION



IV. PARK & RECREATION IMPROVEMENT APPLICATION CHECKLIST

| Note: This checklist should be returned with your completed application. If any items are not applicable, please indicate with checking off "N/A." | | | Submitted |
|---|--|----------|---|
| | ➤ Grant Funding- Applicants are required to provide a match for any Open Space Trust Funds awarded. "Sweat equity*" work does not apply toward applicant's required match. Use of municipal labor does not apply toward applicant's required match. Soft costs, such as architectural/engineering/surveying services, fees, permits, legal, administrative, or environmental are not eligible for reimbursement. | Required | <input checked="" type="checkbox"/> |
| Attmt 1 | ➤ Municipal resolution- Projects must have a current year (2013) resolution(s) of endorsement from the appropriate governing body(ies), which has been passed before submitting the application. The minutes of that portion of the public meeting in which the public has commented on the application must be submitted. | Required | <input checked="" type="checkbox"/> |
| Attmt 2 | Current copy of <u>municipal tax map</u> (printed to 11" x 17" size) identifying block and lot to be acquired. | Required | <input checked="" type="checkbox"/> |
| Attmt 3 | Current copy of Green Acres <u>Recreational and Open Space Inventory (ROSI)</u> | Required | <input checked="" type="checkbox"/> |
| Attmt 4 | Site plans , including landscape design and any floor plans. Plans should be prepared by a licensed professional (i.e. architect, engineer, planner, landscape architect, etc.). Site plans should identify all existing and proposed facilities and any areas of grading, drainage, or proposed tree clearing. | Required | <input checked="" type="checkbox"/> |
| Attmt 5 | Breakdown of construction and maintenance <u>cost estimates</u> including operations plan, prepared and signed and sealed by a licensed professional. | Required | <input checked="" type="checkbox"/> |
| Attmt 6 | Property ownership or lease documents. | Required | <input checked="" type="checkbox"/> |
| Attmt 7 | Grant Award verification- letter specifying committed funds for project area with lot and block and/or field information | Required | <input checked="" type="checkbox"/> |
| Attmt 8 | Construction Document Checklist (ONLY items on the construction punch list will be reimbursable by the HCOSTF grant.). See attached construction document checklist | Required | <input checked="" type="checkbox"/> |
| Part of Application Form | Initial Project Finance Sheet -State the amount of funding being requested in this application from the Hudson County Open Space Trust Fund for only the proposed construction costs and construction management. DO NOT INCLUDE ANY "SOFT" COSTS , i.e., appraisals, survey, legal, environmental, grants-writing fees, etc. Hudson County does NOT provide Trust Fund awards totaling 100% of the total project cost.* | Required | <input checked="" type="checkbox"/> |
| Part of Application Form | Operation and Management Plan- State who will be responsible for the long-term maintenance of the project. This entity will be responsible for the satisfactory care, maintenance, preservation, and operation of the project. Describe, in as much detail as possible, the exact activities to be allowed on the property. Please address these items, as necessary: pedestrian access to active, passive, and sensitive or dangerous areas of the property, ADA compliancy (Americans with Disabilities Act), http://www.ada.gov/adastd94.pdf vehicular access and parking, signage for prohibited activities, educational and information signage, restrooms, trash management, security, lighting, etc. Please also provide the past Maintenance Plan for the property. | Required | <input checked="" type="checkbox"/> |
| N/A | ➤ Non Profits- letter of endorsement from host municipality as well as an agreement that if selected for funding the municipality will partner with the local nonprofits as a co-grantee on the grant agreement | Required | <input checked="" type="checkbox"/> N/A |

*Submit verification letters with award amounts for ALL grant awards for the proposed project

II. Hudson County Open Space Trust Fund Application Form

Please use this page as cover sheet.

Complete and submit three (3) copies and (12) CDs with all required attachments

Hudson County Open Space Advisory Board
c/o Hudson County Division of Planning
Meadowview Campus
595 County Avenue, Bldg. 1, 2nd Fl.
Secaucus, NJ 07094
Contact: (201) 217-5137

| | |
|-------------------|----|
| For H.C. Use Only | |
| Date Rec'd: | |
| Application No.: | 13 |

Project Title: Hoboken Cove Park and Boathouse Development

Project Type: Land Acquisition Park & Recreation Improvement
 Historic Preservation

Project Municipality: Hoboken Project Address: 1501 Park Avenue, Hoboken, NJ

Block(s): 269.4 Lot(s): 1

Zone: I-1(W) Census Tract: 183.02

County Freeholder District: 5 State Legislative District: 33

Congressional District: 8 Federal ID# assigned by IRS: 22-6001993

Sponsor/Name of Local Unit or Organization: City of Hoboken

Applicant Address: 94 Washington Street

City: Hoboken State: NJ Zip: 07030

Chief Executive Officer: Mayor Dawn Zimmer Telephone No.: 201-420-2013

Person having day to day responsibility for this application:

Name: Brandy Forbes Title: Community Development Director

Address: 94 Washington Street

City: Hoboken State: NJ Zip: 07030

Telephone Number: 201-420-2233 Fax Number: 201-420-2096

E-mail address: bforbes @ hobokennj.gov

I, _____ (name of authorized official), hereby certify that the information provided within this Hudson County Open Space Application Form is complete and true.

Date (mm/dd/yyyy)

Signature of official authorized to submit application as per attached Resolution of Governing Body or Organization Board

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Application for Park and Recreation Improvement Funding

Description of the Project. How will the project address countywide recreational needs? Describe plans for the future operation, maintenance, programming of the facility and ADA compliance. Is the project ready for construction?

The 2.5 acre Hoboken Cove site is an optimal location for a waterfront park to serve the County, capturing views of the Hudson River and Manhattan.

The design for the park was completed in 2012, including ADA compliance measures. As well, the boathouse is being designed to be ADA compliant.

Although the City has some funding for the construction of the park, to withstand storm surges like Hoboken experienced with Superstorm Sandy,

the City is re-designing through the HUD Rebuild By Design process to incorporate resiliency measures into the park. As well, the City needs funding to

construct the boathouse. This application is for additional funding for those resiliency measures and to help fund the boathouse construction.

Once completed, the City will operate and maintain the facility and work with the Hoboken Cove Community Boathouse and Stevens Sailing Club on programming.

Provide Property Owner or Lease Information:

Owned by City of Hoboken (deed provided with LOI and attached)

Structures:

Are there any buildings, structures, etc., on the site? Yes No

If yes, then list all of them and provide existing and/or proposed use.

Are there any existing historic or potentially historic structures on or adjacent to the site?

Yes No

If yes, then attach detailed information.

Contact the local municipality to verify whether existing historic or potentially historic structures exist on the site.

Infrastructure:

Is the site currently served by public water? Yes No

Is the site currently served by public sewer? Yes No

If not, then are there plans to extend sewer and/or water to the site? Yes No

N/A

Consistency with other Plans:

This site acquisition is consistent with: (Check all appropriated boxes.)



Hudson County 2013 Reexamination of the Open Space, Recreation, and Historic Plan
<http://www.hudsoncountynj.org/2013-funding-cycle.aspx>



Hudson County Master Plan, 2002
<http://www.hudsoncountynj.org/master-plan.aspx>



NJ State Comprehensive Outdoor Recreation Plan
<http://www.nj.gov/dep/greenacres/pdf/scorp.pdf>



Hudson County Comprehensive Economic Strategies, 2010
<http://www.hudsoncountynj.org/comprehensive-economic-development-strategy-ceds.aspx>



2012 State Hazard Mitigation Plan
http://www.state.nj.us/njoem/programs/mitigation_plan2012.html



NJDEP Blue Acres Floodplains Acquisitions
http://www.state.nj.us/dep/greenacres/blue_flood_ac.html

List all environmental and natural resources characteristics on site:

The project site is located on and has direct access to the Hudson River. A park at this waterfront location is considered a community-wide park, available to all Hudson County residents. The site is along the Hudson River Waterfront Walkway, connecting pedestrians & bicyclists from neighboring communities. The NY Waterway Ferry and Hudson Bergen Light Rail both stop within blocks of this site along the walkway. The Cove site has long been recognized as the area with the most significant recreational, particularly human-powered, boating potential along the entire west shore of the Hudson between Liberty State Park and the George Washington Bridge.

Are there any hazardous substances on site? Please indicate any environmental information of significance:

As the site had previously been used for industrial shipping operations in the past, there were environmental issues (soils) that had to be addressed. That remediation work was completed and the City is closing out the remainder of the contract with the remediation contractor. The transition from DEP oversight to LSRP process, however, required additional remediation work that the DEP previously waived. The City's LSRP and engineer are finalizing the necessary work yet to be completed, and will include that in the bid documents as part of the park construction.

Phased Construction Punch List-

Please provide below or attach a detailed description of the actual proposed park improvements and the projected timeline of work to be completed. State the exact work that will occur in this park using this section (i.e., adding/replacing playground equipment, park furniture, or fences; creating or renovating ball fields and playing courts; adding landscaping, etc.). Be specific. These park improvements must also be included in the detailed project cost estimate budget.

(was provided with LOI and is attached)

CONSTRUCTION DOCUMENT CHECKLIST

To be completed prior to first payment

Project Name: _____

Proposed Project Date: _____

- Copy of Plans & Specifications
- Copy of Bid Package
- Copy of Bid Notice or Advertisement
- Copy of List of Bidders & Amount of Bids
- Copy of Davis-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 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

| <u>Sub-Contractor</u> | <u>Federal ID#:</u> | <u>Contract Amount</u> |
|-----------------------|---------------------|------------------------|
|-----------------------|---------------------|------------------------|

PROPOSED MANAGEMENT PLAN

1. Who will be responsible for the long-term maintenance of the property?

The City of Hoboken Environmental Services Department will be responsible for the long-term maintenance of the property.

2. Identify the active and/or passive recreation activities that could occur on the property.

Passive includes walking, picnicking, sunning, sitting, native raingarden interpretation walk.

Active includes bicycling, walking, running, kayaking, sailing, paddleboarding, and other water activities.

3. Identify all potential activities that will not be allowed on the property.

The deed has restrictions that active recreation is only allowed in designated areas. Those are shown on the conceptual plan (boating access, waterfront walkway, etc.). Passive uses are allowed throughout the entire park.

4. Identify the pedestrian access to the property. Explain its ADA compliancy.

The site is traversed by the Hudson River Waterfront Walkway, providing pedestrian access to and through the park. The walkway is ADA accessible and the boardwalk and base level of the berm amphitheater seating is ADA accessible. Any community space in the boathouse will be ADA accessible.

5. Identify access to public transportation, vehicular access and parking for the property.

The NY Waterway Ferry and Hudson Bergen Light Rail both stop within blocks of this site along the walkway. Pedestrian and bicycle access is readily available to this site. Bicycle parking will be provided on site. Motor vehicle parking is available at the parking garage at 15th Street and Garden, one block from the park site.

Budget:

Attach a detailed estimate of the project's budget that specifies units, quantities of materials to be utilized, and project elements. It must be prepared, and signed, by a New Jersey-licensed engineer, architect, or landscape architect. See the **Sample** referenced on the following page.

Note that applicants are required to provide a match for any Open Space Trust Funds awarded. "Sweat equity" work does not apply toward applicant's required match. Use of municipal or volunteer labor does not apply toward applicant's required match. Soft costs, such as architectural/engineering/surveying services, fees, permits, legal, administrative, environmental, or any other similar expenses are ineligible for reimbursement from the Open Space Trust Fund Program.

PROJECT COMPLETION

December 2015

State the anticipated date for project completion: _____
As per the Trust Fund's regulations, Trust Fund grant projects must be completed within 2 years from the date of final Freeholder grant approval via resolution. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund Grant Agreement.

6. Identify the property's signage for prohibited activities and educational purposes.

Once the park is constructed, the site will have the applicable rules posted, including prohibited activities and hours of operation.

7. Identify that proposed park improvements meet the standards of NJ playground safety guidelines according to PLAYGROUND SAFETY SUBCODE N.J.A.C. 5:23-11 (2013). Found here: http://www.state.nj.us/dca/divisions/codes/codreg/pdf_regs/njac_5_23_11.pdf

There are no playgrounds proposed for this site. Playgrounds are located on an adjacent site that has already been developed.

8. Identify the trash management for this site (garbage receptacles, recycling, garbage schedule).

The City will incorporate solar belly garbage and recycling receptacles into the design to allow for ease of maintenance of the site. The City has a regular schedule for pick up of garbage and recycling at parks. This site will be added to that schedule.

**Hudson County Open Space Trust Fund
Initial Project Finance Sheet**

Local Match:

TOTAL PROJECT COST \$ 1,687,000.00

AMOUNT APPLICANT REQUESTS: \$ 500,000.00

OTHER SOURCES: \$ _____

MUNICIPAL CAPITAL FUNDS \$ _____

MUNICIPAL OPEN SPACE FUNDS \$ 250,000.00

City is pursuing other funding for this match, but will use Municipal Open Space Funds if other funds not procured.

Municipal open space tax rate
(per \$100 of assessed valuation) is: _____

Amount Available in Municipal Open Space Trust Fund Is: _____

GREEN ACRES GRANT AMOUNT \$ 800,000.00

Status of Green Acres Grant:

Date Approved _____ or Date Requested _____

GREEN ACRES LOAN AMOUNT

Status of Green Acres Loan:

Date Approved _____ or Date Requested _____

FEDERAL FUNDS (CDBG) \$ _____

Date Approved _____ or Date Requested _____

PAST HUDSON COUNTY TRUST FUND GRANT AWARD \$ _____

Date Approved _____ or Date Requested _____

OTHER (SPECIFY) Hoboken Cove Community Boathouse \$ 137,000.00

funding through Green Acres for boathouse
construction.

TOTAL OTHER SOURCES: \$ _____

Environmental remediation had been paid for through Hudson County Open Space Trust Fund grant in the amount of \$350,000 and HDSRF funds in the amount of \$877,000. Hoboken Cove Community Boathouse received \$100,000 from Hudson County Open Space Trust Fund grant that is being used for the design of the boathouse.

WHEREAS, THE COUNTY OF HUDSON (THE "COUNTY") HAS BEEN DULY DESIGNATED TO ADMINISTER OR SUPERVISE THE ADMINISTRATION OF THE HUDSON COUNTY OPEN SPACE TRUST FUND AND HAS, IN TURN, DESIGNATED THE GRANTEE TO BE DIRECTLY RESPONSIBLE FOR THE IMPLEMENTATION AND ADMINISTRATION OF PARK AND RECREATION IMPROVEMENTS OR HISTORIC PRESERVATION PROJECTS COVERED BY THIS CONTRACT.

THEREFORE, THE COUNTY AND THE GRANTEE AGREE AS FOLLOWS:

I. DEFINITIONS

For the purpose of this document, the following items, when capitalized shall have meaning as stated:

Appendix(es) means the attachment(s) to this document including the Grant Terms and Conditions, Appendix "A", and the Publicity Agreement, Appendix "B".

Grant Contract means this document, the Appendix(es), any additional appendices or attachments including any approved assignments, contracts, modification(s) and all supporting documents. The Grant Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the County and the Grantee Agency. All Notices shall be directed to the person(s) and address(es) specified for such purpose in the Appendix(es) or to such other persons as either party may designate in writing.

Grantee means **City of Hoboken**
(Organization Name)

Termination means an official cessation of this Grant Contract resulting either from routine expiration of from formal action taken by the County of Grantee Agency, in accordance with provisions contained in this Grant Contract, to nullify the contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.0.1 Administration The County shall act as the administrator of this Grant Contract and shall not be declared by the Grantee to be a sponsor or co-sponsor of the Grantee's project, unless otherwise indicated.

Section 2.02 Payment As established in the Appendix(es), payment of the grant shall be based on allowable expenditures. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Terms and Conditions of the Grant Contract. Total payment(s) shall not exceed the awarded grant amount. All payments authorized by the County under this Grant Contract shall be subject to revision on the basis of an audit(s) or on the basis of the County monitoring or evaluating the Grant Contract.

Section 2.03 Compliance with Laws The Grantee Agency agrees through the acceptance of this Grant Contract to comply with all applicable Federal, State, and Local Laws, rules and regulations (collectively "Laws"), including but not limited to the following State and Local Laws relating to licensure; Federal and State Laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended) P.L.1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 *et seq.*) and associated executive orders pertaining to affirmative action and non-discrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of disability, and regulations there under. Failure to comply with the laws, rules, and regulations referenced above may result in the termination of this Grant Contract.

Section 2.04 County Policies and Procedures. In the administration of this Contract, the Grantee shall comply with all applicable policies and procedures issued by the County. Failure to comply with these policies and procedures shall be grounds to terminate this Grant Contract.

Section 2.05 Finance Management System. A comprehensive financial management system is required as are provisions for a clear audit trail of Hudson County Open Trust Fund grant funds. The Grantee must maintain all financial records, including substantiating documentation (i.e. invoices, bills, payroll vouchers), for a four (4) year period; or for a period required under any applicable state or federal record retention regulations, which ever is longer.

The grantee's financial management system shall provide for the following:

- (a) Accurate, current, and complete disclosure of the financial results of this Grant Contract.
- (b) Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and shall ensure they are used solely for authorized purposes.

- (c) Comparison of actual outlays with budgeted amounts for this Grant Contract.
- (d) Accounting records supported by source documentation.
- (e) Procedures to minimize elapsed time between an advanced payment issued and the disbursement of such advance funds by the Grantee.

Section 2.06 Audit. At any time during the Grant Contract term, the Grantee's overall operations, its compliance with specific Grant Contract provisions, and the operation of any assignees or sub-contractors engaged by the Grantee under Section 4.02 Assignments and Sub-contracts may be subject to audit or review by the County, by any other appropriate unit or agency of the County, State, or Federal government, and/or a private firm or firms retained or approved by the County for such purposes.

Whether or not such audits are conducted during the Grant Contract term, final financial and compliance audit of Grant Contract operations, including the relevant operation of any assignee or sub-contractors, may be conducted after Grant Contract termination. The Grantee is subject to audit up to four (4) years after Termination of the Contract.

If any audit has begun, but not completed or resolved before the end of the four (4) year period, the Grantee continues to be subject to such audit until it is completed and resolved.

The County may require submission of the Grantee annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standard for Audit of Governmental Organizations, Programs, Activities and Functions issued by the Comptroller General of the United States or other standards required by the County.

Section 2.07 Grant Contract Reports. The Grantee shall submit to the County programmatic and financial reports in the manner and on the due dates as set by the County.

III. TERMINATIONS

Section 3.01 Termination by Grantee. The Grantee may only terminate this Grant Contract upon written notice with the effective date of cessation of the Grant Contract to the Division Chief of the Hudson County Division of Planning. If the Contract is terminated by the Grantee, the Grantee shall be obligated to return all unexpended awarded Grant Contract funds to the County and shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit.

Section 3.02 Termination for Cause. If the Grantee is not, or has not been in compliance with any provision(s) of this Grant Contract and its Annexes, the County may, by Notice, place the Grantee in a state of probation at which time the Grantee shall take expeditious steps to comply immediately; failure to comply may cause the County to find the Grantee in default of the Grant Contract and, in accordance with County policy and procedures, may terminate the Grant Contract and release the County from any remaining Hudson County Open Space Trust grant payment obligations.

Section 3.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Grant Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Grant Contract is contingent upon receipt of funds from the State of New Jersey and/or any other applicable source. If during the term of the Grant Contract, therefore, the State government or applicable source reduces its allocation to the County, the County reserves the right, upon Notice to the Grantee, to reduce or Terminate the Grant Contract.

IV. MISCELLANEOUS

Section 4.01 Application of New Jersey Law. This Contract shall be governed, construed, and interpreted in accordance with the laws of the State of New Jersey.

Section 4.02 Assignment and Subcontracts. No right or obligation of the Grantee under this Grant Contract may be assigned or subcontracted without authorized written consent from the County. It is further understood that no funds granted herein shall be used for any purpose other than the stated purpose for which this grant is made.

Section 4.03 Statement of Non-Influence. No person employed by the County of Hudson has been or will be paid any fees, or compensation of any kind, or granted any gratuity by the Grantee or any representative thereof, in order to influence the awarding or administration this Grant Contract.

Section 4.04 Exercise of Rights. A failure or delay on the part of the County or the Grantee in exercising any right, power or privilege under this Grant Contract shall not waive any right, power or privilege. Moreover, a single or partial exercise shall not prevent another or a further exercise of that or any other right, power or privilege.

V. OBLIGATION OF THE GRANTEE

Section 5.01. The Grantee shall not change any of the terms of this Grant Contract. If the Grantee attempts to change the Grant Contract in anyway, the grant will be null and void and the County will rescind all or part of the grant funds, or terminate the Grant Contract.

Section 5.02. The awarded Grant Contract is for the period stated in Appendix "A". All grant funds, as well as challenge and matching funds approved for projects specifically to be supported by this grant, must be obligated within that period.

Section 5.03. This awarded grant fund must be expended only for the activities described in the approved application, as stated in Appendix "A", during the specified period.

Section 5.04. The Grantee must abide by the publicity agreement as stated in Appendix "B". Failure to comply may result in Grant Contract termination or suspension and rescission of all or part of the awarded grant funds.

Section 5.05. In the event the Grantee is not a municipal subdivision or a duly created statutory municipal or a County autonomous agency, the Grantee certifies that its agency is a certified non-profit agency, and recognize as such by the State of New Jersey and the Internal Revenue Service.

Section 5.06. Pursuant to N.J.S.A 40A:5-16, the County shall pay moneys to the Grantee upon the Grantee first presenting a detailed bill of items on demand, specifying particularly how the bill or demand is made up, with the certification of the Grantee that is correct.

This certification shall be in the form of a claimant signature on the standard County voucher (Executive Order) form. Said form shall then be submitted by the Grantee to the Hudson County Division of Planning, and shall contain copies of all invoices and/or other documentation supporting the detailed list of claims on said form. Said form must be certified by the Director of Parks, Engineering and Planning, or his/her designee, having knowledge of the facts that the goods have been received by, or the services rendered to, the County prior to a payment being made to the Grantee.

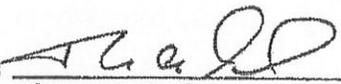
The Grantee shall receive the grant funds upon the completion of this agreement by all parties and the balance of upon completion of the project or period, and the submission and approval of the County of any final reports, site inspections and/or audits.

Section 5.07. The Grantee is entirely accountable for the receipt, handling, and expenditure of grant funds solely for the purposes as specified in the approved application as listed in Appendix "A".

CONTRACT SIGNATURE AND DATES

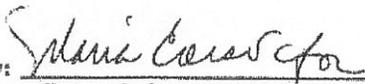
THE PARTIES AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT SET-FORTH ON THE PRECEDING PAGES AND THE REFERENCED APPENDICES.

FOR THE COUNTY OF HUDSON:

By: 
Thomas A. DeGise
County Executive

Dated: _____

Attest:

By: 
Alberto G. Santos
Freeholder Clerk

Dated: _____

FOR THE CITY OF HOBOKEN:

By: 
Dawn Zimmer
Mayor

Dated: 6/10/11

Attest:

By: 
Name/Title City Clerk

Dated: 6-10-11

GRANTEE CORPORATE SEAL

(Imprint Here)

CONTRACT EFFECTIVE DATE: _____

CONTRACT EXPIRATION DATE: _____

APPENDIX "A" GRANT AGREEMENT

GRANTEE: City of Hoboken
(Organization Name)

PROJECT No.: PI-18-10

INCORPORATED NAME: City of Hoboken

ADDRESS: 94 Washington Street
Hoboken, NJ 07030

CATEGORY OF AWARD FUNDING: Park Improvement

GRANT AWARD AMOUNT: \$ 500,000.00

AWARDED GRANT PROJECT DESCRIPTION: The City of Hoboken is awarded funds to rebuild portions of the Hudson River Waterfront Walkway which have been damaged. The public walkway along the Hudson River at 5th and 7th Streets adjacent to Castle Point Park and Sinatra Park shall be rebuilt in compliance with ADA accessibility, N.J.A.C. 7:7E for Coastal Zone Management rules, and NJ DEP design standards for the Hudson River Waterfront Walkway. All grant-funded items shall be performed in accordance with Appendix C and be limited to items identified in the original grant application submitted to the Hudson County Open Space Trust.

FISCAL YEAR OF GRANT: FY 2010

START DATE OF GRANT AWARDED PROJECT: December 21, 2010

COMPLETION DATE OF GRANT AWARDED PROJECT: December 20, 2013

TERMS AND CONDITIONS GOVERNING THE AWARDED GRANT

1. The **City of Hoboken**, hereinafter known as the **Grantee**, shall not change any of the terms of this Grant Contract (deletions, additions, etc.) without the written permission of the County of Hudson. If a Grantee attempts to make a change without written permission, the Grant Contract will be null and void and the County of Hudson, hereinafter known as the **County**, will terminate the Grant Contract and rescind all or part of the grant.
2. Awarded Grant Projects must begin and must be completed within the fiscal year and in accordance with the Grantee stated start and completion dates. All grant funds, as well as matching funds approved for projects specifically to be supported by the grant, must be obligated within the start and completion dates.
3. Grants must be expended solely for the activities described in the awarded grant application, unless a specific modification requested in writing has been approved in writing by the County. Any unencumbered grant funds at the end of fiscal period covering the awarded grant shall be returned to the County.
4. Grants shall not be used to repay loans or in turn loaned to other agencies for any reason.
5. Grants shall not be used as down payments or as collateral for personal self-gain.
6. **General Operating Support Recipients Only:** Purchases and rental agreements shall only be made for those goods and services which directly support the grant awarded project and only for the period covering the grant awarded fiscal year.
7. Grantees sponsoring an agency to facilitate the grant awarded project shall not replace the facilitating agency with another without the written permission of the County.
8. Grantees shall not fund any other park and recreation improvement or historic preservation project with the grant awarded funds.
9. It shall be the responsibility of the Grantee to notify the Hudson County Division of Planning in writing of any change in its mailing address or telephone number. Failure to do so may result in termination of the Grant Contract and rescission of all or part of the grant funds.

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT

10. The Grantee shall honor all deadlines for program and final reports. Failure to do so may result in the withholding of remaining payments and/or the prohibition of future grant applications to the County.

11. At the time of receipt of funds from the Hudson County Open Space Trust, grantee shall designate the site with the NJ Green Acres Recreation and Open Space Inventory (ROSI) as defined under N.J.A.C. 7:36-2.1.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT)

Donna Marie Mayor City of Hoboken
AGENCY AUTHORIZED DESIGNEE

6/13/11
DATE

APPENDIX "B" PUBLICITY AGREEMENT

BETWEEN

COUNTY OF HUDSON

AND

CITY OF HOBOKEN

(Grantee Agency)

This publicity agreement is hereby incorporated into the body of the Grant Contract between the County of Hudson, and the above named Grantee, as explicit terms and conditions of the Contract. By the signature below, the Grantee agrees to abide by these terms and conditions. Failure to do so may result in rescission of all or part of the grant.

1. PROGRAM, FLYER, ORGANIZATIONAL BROCHURE CREDIT: The language used when crediting the County of Hudson in programs, flyers, or brochures shall be set in type size not smaller than 7 pt. and will read as follows: THIS PROGRAM IS MADE POSSIBLE IN PART BY FUNDS FROM THE HUDSON COUNTY OPEN SPACE TRUST FUND, ADMINISTERED BY THE HUDSON COUNTY DIVISION OF PLANNING, THOMAS A. DEGISE, COUNTY EXECUTIVE, AND THE BOARD OF CHOSEN FREEHOLDERS. The credit line must be given on the title page of all programs, playbills, catalogues, manuscripts, organizational brochures.

2. PUBLICITY, MARKETING AND PROMOTION: The aforesaid credit line must be inserted in all printed materials, newspaper and magazine ads, ads in playbills or programs that are 10 column inches or larger. Press releases announcing Hudson County Open Space Trust Fund supported projects or general operating activities must include the credit line. Posters, handbills, advertising post cards, billboards, and train or bus call cards promoting projects or organizations funded through the Hudson County Open Space Trust Fund shall include the credit line. The credit line also must be incorporated in all paid or donated radio and television advertising spots longer than fifteen (15) seconds.

3. ADVERTISING: Any advertising, regardless of size/length, placed by Grantee that credits another funding source must also credit the Hudson County Open Space Trust Fund.

4. SUBMISSION OF PUBLICITY MATERIAL: The Grantee shall send to the Hudson County Division of Planning copies of all publicity, marketing, promotional materials, programs, catalogues, flyers, posters, mailers, etc. utilized by the Grantee in the promotion of the program or project funded by the Hudson County Open Space Trust Fund.

5. CO-SPONSORSHIP: Under no circumstances may Grantee state or imply that its program and/or activities are "sponsored" or "co-sponsored" by the Hudson County Division of Planning or the County of Hudson, without expressed written consent of the County. Those programs that are "co-sponsored" will have additional, specific publicity requirements dependent on the program at time of negotiation.

6. CONSTRUCTION SIGNAGE: Grantee shall erect and maintain for the duration of the project a construction sign identifying the project as funded by the Hudson County Open Space Trust Fund and meets Hudson County's specifications for size, content and design according to the detail sheet provided by Hudson County.

7. SIGNAGE PLACEMENT: Hudson County shall provide Grantee with one or more signs that identify the parkland or facility as a Hudson County funded site dedicated to permanent recreation and open space or historic preservation. The grantee shall post the sign(s) in a prominent place or places on the funded parkland or, as applicable, at the recreation and conservation facility, and shall maintain such sign(s).

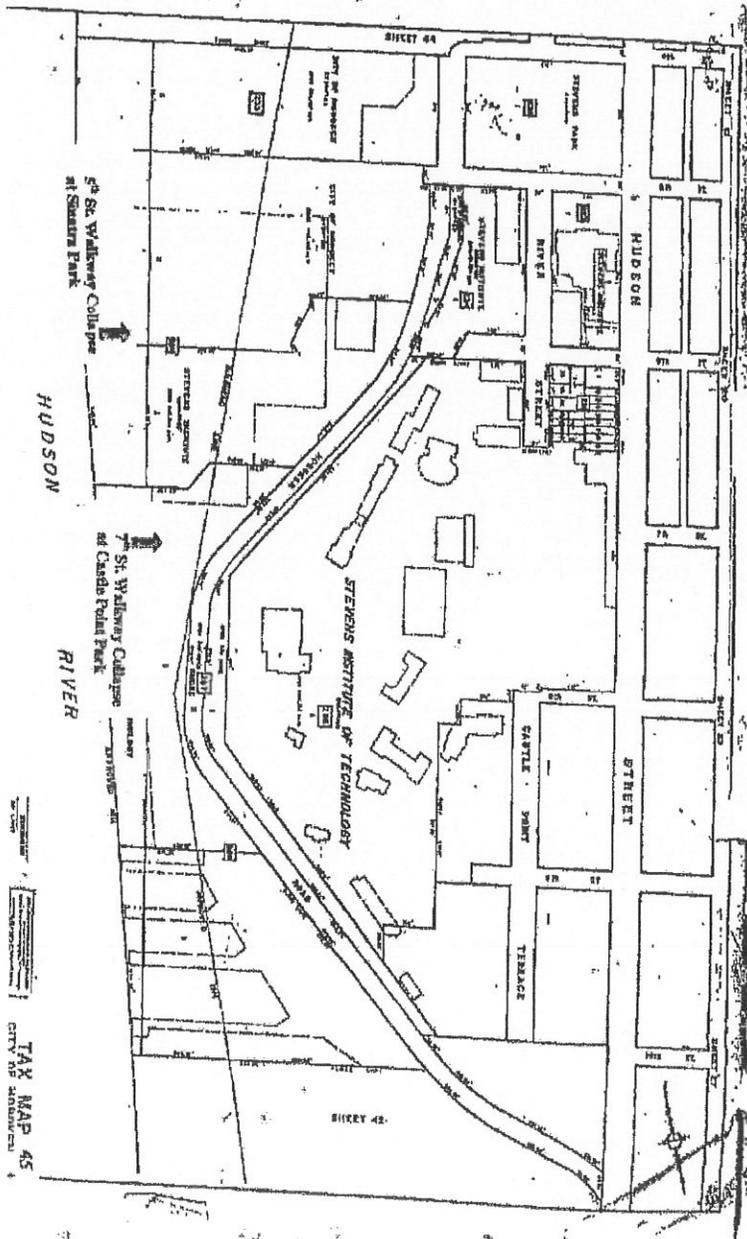
8. SIGNAGE RELOCATION: Grantee receives approval to divert or dispose of funded parkland under the procedures in the Open Space Trust Fund Program Statement (Revised January 26, 2006), the grantee shall relocate the sign identifying the parkland and/or recreation and conservation facility as a Hudson County funded site to the replacement land and/or recreation and conservation facility approved by the Hudson County Board of Chosen Freeholders.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT)

Donna M. Mays, Mayor, City of Hoboken
GRANTEE AGENCY/ORGANIZATION

6/13/11
DATE

APPENDIX "C" PROJECT PROPOSAL



TAX MAP 45
CITY OF HUDSON

HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT

REMINGTON S. VERNEER ENGINEERS
 211 Kings Highway East, Rockwood, New Jersey
ENGINEER'S ESTIMATE

PROJECT NAME: HUDSON RIVER WATERFRONT WALKWAY

CLIENT: CITY OF HUDSON

1800 West 91 Street, Easton, NJ 08821 - For Street Improvements, Project estimates please see the other two estimates filed with this price

| # | DESCRIPTION | UNIT | APPROX. QUANTITY | EST. UNIT PRICE | AMOUNT |
|--|--|------|------------------|-----------------|---------------------|
| 1 | MOBILIZATION/DEMOLITION | LS | 1 | 285,000.00 | 285,000.00 |
| 2 | DEMOLISH SITE FENCE AND REPLACE BELOW DAYLINE LIGHTS ARCHITECTURAL ITEMS | LS | 1 | 170,000.00 | 170,000.00 |
| 3 | ERUCTION UNCLASIFIED TOP SMALL ROCKS | CY | 250 | 350.00 | 87,500.00 |
| 4 | IMPORT 2" X 4" CONCRETE PILING DRIVEN | LF | 150 | 550.00 | 82,500.00 |
| 5 | FLY ASH | LF | 150 | 210.00 | 31,500.00 |
| 6 | FLY ASH TURBIDITY BARRIER | LF | 150 | 210.00 | 31,500.00 |
| 7 | CONCRETE IN SUBSTRUCTURES, FOOTINGS | CV | 400 | 140.00 | 56,000.00 |
| 8 | CONCRETE IN SUBSTRUCTURES, RETAINING WALLS | CV | 400 | 140.00 | 56,000.00 |
| 9 | CONCRETE IN SUBSTRUCTURES, RETAINING WALLS | CV | 400 | 140.00 | 56,000.00 |
| 10 | CONCRETE IN SUBSTRUCTURES, RETAINING WALLS | CV | 400 | 140.00 | 56,000.00 |
| 11 | CONCRETE IN SUBSTRUCTURES, RETAINING WALLS | CV | 400 | 140.00 | 56,000.00 |
| 12 | STEEL BRIDGE PILE WALL | WF | 1000 | 350.00 | 350,000.00 |
| 13 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 14 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 15 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 16 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 17 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 18 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| SUBTOTAL | | | | | 2,195,000.00 |
| CONSTRUCTION P-T-VEH | | | | | 275,000.00 |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | | 2,470,000.00 |
| ENGINEERING AND INSPECTION | | | | | 250,000.00 |
| PERMIT APPLICATION | | | | | 250,000.00 |
| TOTAL ESTIMATED PROJECT COST | | | | | 2,970,000.00 |

PROJECT NAME: HUDSON RIVER WATERFRONT WALKWAY

CLIENT: CITY OF HUDSON

1800 West 91 Street, Easton, NJ 08821 - For Street Improvements, Project estimates please see the other two estimates filed with this price

| # | DESCRIPTION | UNIT | APPROX. QUANTITY | EST. UNIT PRICE | AMOUNT |
|--|--|------|------------------|-----------------|---------------------|
| 1 | DEMOLISH SITE FENCE AND REPLACE BELOW DAYLINE LIGHTS ARCHITECTURAL ITEMS | LS | 1 | 160,000.00 | 160,000.00 |
| 2 | ERUCTION UNCLASIFIED TOP SMALL ROCKS | CY | 250 | 350.00 | 87,500.00 |
| 3 | ERUCTION UNCLASIFIED TOP SMALL ROCKS | CY | 250 | 350.00 | 87,500.00 |
| 4 | IMPORT 2" X 4" CONCRETE PILING DRIVEN | LF | 150 | 550.00 | 82,500.00 |
| 5 | FLY ASH | LF | 150 | 210.00 | 31,500.00 |
| 6 | FLY ASH TURBIDITY BARRIER | LF | 150 | 210.00 | 31,500.00 |
| 7 | CONCRETE IN SUBSTRUCTURES, FOOTINGS | CV | 400 | 140.00 | 56,000.00 |
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| 9 | CONCRETE IN SUBSTRUCTURES, RETAINING WALLS | CV | 400 | 140.00 | 56,000.00 |
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| 12 | STEEL BRIDGE PILE WALL | WF | 1000 | 350.00 | 350,000.00 |
| 13 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 14 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 15 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 16 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 17 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 18 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 19 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 20 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| 21 | CONCRETE FILL FOR PILES, FURNISH 14" DIA. CEMENT | CUF | 2000 | 100.00 | 200,000.00 |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | | 2,470,000.00 |
| CONSTRUCTION P-T-VEH | | | | | 250,000.00 |
| ENGINEERING AND INSPECTION | | | | | 250,000.00 |
| PERMIT APPLICATION | | | | | 250,000.00 |
| TOTAL ESTIMATED PROJECT COST | | | | | 2,970,000.00 |

Introduced By: Ray S. Bruce 15

Second By: Peter M. Curran

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 Treasurer made payable to the following totaling \$2,343.83

| <u>NAME</u> | <u>BL/LT/UNIT</u> | <u>PROPERTY</u> | <u>QTR/YEAR</u> | <u>AMOUNT</u> |
|--|-------------------|------------------|-----------------|---------------|
| JEROME D. PETTI 636 CHESTNUT STREET, SUITE B UNION, NJ 07083 | 68/31/C0002 | 502 JEFFERSON ST | 1/14 | \$2,343.83 |

Meeting: November 5, 2014

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: NOV 05 2014

James J. Savaria

CITY CLERK

Approved as to Form:

Melissa J. Longo
CORPORATION COUNSEL
Sharon Curran
Sharon Curran

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

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

NOV 05 2014

[Signature: James J. Sarcina]
CITY CLERK

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular** meeting of October 1, 2014, the **Special** meeting of October 8, 2014 and a **Regular** meeting and **Special** meeting of October 15, 2014 have been reviewed and approved by the Governing Body.

[Signature: Melissa Longo]
Approved as to form:

Meeting Date: November 5, 2014

| Councilperson | Yea | Nay | Abstain | No Vote |
|------------------------|-----|-----|---------|---------|
| Ravi Bhalla | / | | | |
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| Jim Doyle | / | | | |
| Elizabeth Mason | | / | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| President Jen Giattino | / | | | |

Introduced By: David J. Mero
Seconded By: J.P.P.

**CITY OF HOBOKEN
RESOLUTION NO: _____**

**RESOLUTION OF THE CITY OF HOBOKEN REFERRING THE PROPOSED
“HOBOKEN YARD REDEVELOPMENT PLAN” DATED OCTOBER, 2014, 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 February 7, 2007, the City Council adopted a Resolution designating certain properties known and designated on the Tax Map of the City of Hoboken as Block 229, Lots 1 and 2 and Block 139, Lots 1.1, 1.2, 1.3, 2, 3 and 4 (collectively referred to hereinafter as the “Hoboken Yard Redevelopment Area” or “Site”), which is generally located in the southeastern portion of the City of Hoboken, as an area in need of redevelopment; and

WHEREAS, after extensive consultation with multiple parties the draft Hoboken Yard Redevelopment Plan, dated October 2014, (“Plan”), was prepared by the firm of Wallace Roberts & Todd, LLC (“WRT”); and

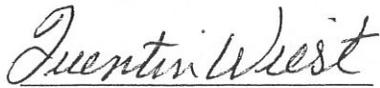
WHEREAS, the draft Hoboken Yard Redevelopment Plan does not purport to independently authorize or prevent any improvements to any transit facilities owned or operated by NJ Transit, including Hoboken Terminal, within the Hoboken Yard Redevelopment Area or any other such improvements which would directly infringe upon NJ Transit’s core transportation functions; and

WHEREAS, 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.;

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

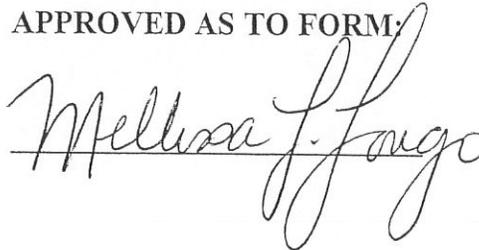
1. The City Council hereby refers the proposed "Hoboken Yard Redevelopment Plan," dated October , 2014 ("Plan") which is on file at the municipal offices of the City of Hoboken, and incorporated herein as if set forth in full, to the City of Hoboken Planning Board for review and recommendation in accordance 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 Hoboken Yards Redevelopment Plan. The report shall include a determination as to whether the proposed Plan, is consistent with the City of Hoboken 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 ve actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
4. This Resolution shall take effect immediately.

REVIEWED BY:



Quentin Wiest,
Business Administrator

APPROVED AS TO FORM:



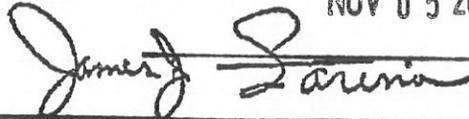
James Farina, RMC
City Clerk

Date of Meeting: November 5, 2014

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

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

NOV 0 5 2014



CITY CLERK