Revised 12/16/14

Introduced By: David J. Mello

Seconded By:

CITY OF HOBOKEN
RESOLUTION NO: 1

RESOLUTION ADDRESSING THE RECOMMENDATIONS OF THE HOBOKEN PLANNING BOARD IN REGARDS TO THE HOBOKEN YARDS REDEVELOPMENT PLAN

WHEREAS, the City Council adopted a Resolution on November 5, 2014, referring the proposed "Hoboken Yards Redevelopment Plan", dated October 2014 ("Plan") to the Hoboken Planning Board ('Board") in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7(e) for the purpose of obtaining the report of the Board as to whether the Plan is substantially consistent with the municipal Master Plan and its recommendations regarding any other matters the Board deemed appropriate; and

WHEREAS, at a public meeting on December 2, 2014, the Hoboken Planning Board considered (i) the report of the Board's planning consultant, David Roberts, P.P., AICP, LLA concluding that the Plan is consistent with and designed to effectuate the Hoboken Master Plan of 2004, as updated by the Reexamination Report of 2010, (ii) comments from the general public and (iii) comments from the members of the Board, and thereafter adopted a Resolution entitled: "Resolution Memorializing Review and Recommendations to City Council Regarding an Ordinance Adopting the Hoboken Yard Redevelopment Plan" ("Planning Board Resolution") attached hereto as Schedule A; and

WHEREAS, in addition to determining that the Plan is consistent with the Master Plan, the Board also included in the Planning Board Resolution thirteen (13) non-binding recommendations ("Recommendations") to be considered by the City Council, two of which (Recommendations 2 and 3), if accepted would legally require revisions to the Plan, but the remaining Recommendations relate to the implementation of the Plan, and would not require that the Plan be revised before adoption; and

WHEREAS, on December 9, 2014, the City Council Subcommittee met to review and consider the Recommendations and on December 10, 2014, the City Council held a Special Meeting at which it received extensive public comment and thereafter the members of the City Council engaged in an extensive discussion of the Recommendations; and

WHEREAS, the City Council wishes to acknowledge the deliberations of the Board and to set forth on the record the City Council's conclusions regarding all of the Recommendations of the Board;

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

1. No change in the Plan shall be made regarding Recommendation 2 ("Preserve the Washington Street corridor as either open space or roadway at grade."), because the existing buildings which will remain in place after the realization of the Plan would interfere with the implementation of the Recommendation.

2. No change in the Plan shall be made as a result of a review performed based on Recommendation 3, ("Based upon public concerns, the Council should review existing height and shadow considerations."), because during a review of the multiyear process to prepare the plan, it was determined that the careful evaluation of the height and density set forth in Plan was thoroughly evaluated, based upon the combination of aesthetic, economic, legal and other considerations.

3. It is the intent of the City Council that all ~~of the other~~ including height and shadow considerations of the Recommendations set forth in the Planning Board Resolution will enhance the implementation of the Plan and, if the Plan is adopted, shall be addressed in the negotiation of the redevelopment agreement(s) between the City and the designated redeveloper(s).

4. Recommendations 4 and 7 ("Transportation Demand Management Plan", and "transportation modeling", respectively) shall be given priority and shall be undertaken prior to the final approval of a redevelopment agreement(s).

5. A certified copy of this Resolution shall be forwarded to the Hoboken Planning Board.

6. This Resolution shall take effect immediately.

REVIEWED BY:

Quentin Wiest,
Business Administrator

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

James Farina, RMC
City Clerk

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: DEC 16 2014

James J. Farina

CITY CLERK

S C H E D U L E A

RESOLUTION MEMORIALIZING REVIEW AND RECOMMENDATIONS TO CITY COUNCIL REGARDING AN ORDINANCE ADOPTING THE HOBOKEN YARD REDEVELOPMENT PLAN

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "LRHL"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, in accordance with the LRHL, the City Council of the City of Hoboken (the "City Council") adopted by Ordinance on November 5, 2014, a Redevelopment Plan known as the "Hoboken Yard Redevelopment Plan" for the redevelopment of 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, which was determined to be an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, City Council submitted the Hoboken Yard Redevelopment Plan to the Planning Board of the City of Hoboken (the "Board") for its review and recommendations, including any modifications, for City Council's consideration; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7(e), the Board's Planner transmitted a report dated November 26, 2014, attached as Exhibit "A", concluding that the Hoboken Yard Redevelopment Plan is consistent with and designed to effectuate the Hoboken Master Plan of 2004, as updated by the Reexamination Report of 2010, and that it promotes the goals and objectives of the City Master Plan, namely by fostering development of mixed use along Observer Highway, larger housing units to increase the availability of housing for families, affordable housing, and promoting employment and a variety of commercial and public uses near the City's existing transportation hub; and

WHEREAS, the Board concurs with the letter from the Board Planner dated November 26, 2014; and

WHEREAS, at the Board's regular meeting of December 2, 2014, the Board conducted a thorough review of the proposed Hoboken Yard Redevelopment Plan, listened carefully to the Public's comments and determined that it should make recommendations, notwithstanding the fact that the Board found the proposed redevelopment plan to be consistent with and designed to effectuate the City's Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 2nd day of December, 2014, upon a motion made by Daniel Weaver and seconded by Frank Magaletta that the Board has reviewed the proposed Hoboken Yard Redevelopment Plan and has determined that the Plan is consistent with the Master Plan; and

AND, BE IT FURTHER RESOLVED, that the Planning Board makes the following recommendations:

1. The Governing Body should consult with the Historic Preservation Commission prior to entering into any Redeveloper Agreement which would encompass historic buildings or neighborhoods as identified in the plan.

2. Preserve the Washington Street corridor as either open space or roadway at grade.

3. Based upon public concerns, the Council should review existing height and shadow considerations.

4. Consider requiring that a "*Transportation Demand Management Plan*" be incorporated into each Redeveloper Agreement.

5. Consider maintaining access to the existing businesses along Hudson Place.

6. Some consideration should be given to establishing appropriate sunset provisions to cover non-performance.

7. The City should undertake transportation modeling for the adjacent roadways to ensure the circulation plan will work.

8. Phasing should be balanced. By way of illustration, the Board suggests that the residential component should not be completed first.

9. The buildings, whether residential or commercial, should be required to include loading zones within the building or in the rear of the building and they should be accessed from the service road.

10. The City should consider appropriate facilities to accommodate pets, such as dog runs.

11. In considering open space, street level green space and parks should be a priority.

12. Consistent with the City's policy, the Board recommends that a cost benefit analysis be undertaken prior to the issuance of any tax abatement within this plan.

13. The Council should consider establishing a panel of design professionals as selected by the NJAIA to determine design excellence in order to achieve a bonus.

VOTE ON ROLL CALL:

IN FAVOR: Gary Holtzman; Frank Magaletta; Stephen Marks; Brandy Forbes; Ravi Bhalla; Daniel Weaver; Sasha Conroy; Caleb McKenzie

OPPOSED: Ann Graham

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Clerk of the City of Hoboken for distribution to City Council.

12/4/2014

Gary Holtzman, Chairman
Hoboken Planning Board

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution considered and duly adopted as to form by the Planning Board at its regular meeting on December 2, 2014.

Patricia Carcone, Secretary

Exhibit "A"

Engineers Planners Surveyors Landscape Architects Environmental Scientists Customer Loyalty *through* Client Satisfaction

November 26, 2014

Ms. Patricia Carcone
Planning Board Secretary
Hoboken Planning Board
94 Washington Street, Second Floor
Hoboken, NJ 07030-4585

Re: Review of Hoboken Yard Redevelopment Plan, October 2014
MC Project No. HOP-133

Dear Ms. Carcone:

On November 5, 2014, the City Council introduced an ordinance to adopt the Hoboken Yard Redevelopment Plan, October 2014. The proposed ordinance and redevelopment plan have been referred to the Planning Board for its review and recommendations pursuant to N.J.S.A. 40A:12A-7.

This office has reviewed the following background documents related to the ordinance amendment:

- Ordinance #Z-317, Adopting the "Hoboken Yard Redevelopment Plan, October 2014", Introduced November 5, 2014;

- Memorandum from Director Brandy Forbes to Hoboken Planning Board, dated October 30, 2014.

The Hoboken Yard Redevelopment Plan covers a linear area along Observer Highway adjacent to the transit yard from Jefferson Street to Hudson Place at the Terminal. Generally, the 8 redevelopment parcels along the redevelopment area have been divided between the north-south streets and along Hudson Place as follows:

1. Site 1 (Between Washington and Bloomfield Streets) – 0.63 Acres
2. Site 2 (Between Bloomfield and Garden Streets) - 0.80 Acres
3. Site 3 (Between Garden and Park Streets) – 0.56 Acres
4. Site 4 (Between Park Street and Willow Avenue – 0.55 Acres

5. Sites 5 & 6 (Between Willow Avenue and Newark Street) – 1.21 Acres
6. Site 7 (Between Grand and Jefferson Streets) – 1.58 Acres
7. Site 8 (adjacent to the south of Hudson Place) – 1.09 Acres
8. Site 8A (adjacent to the south of Hudson Place) – 0.72 Acres

We have the following comments on the proposed redevelopment plan: 1. The Plan essentially splits the linear redevelopment area at Park Street to a westerly portion to Jefferson that is mixed-use with residential over retail and an easterly portion to Hudson Place that is mixed use with office over retail. This land use split is consistent with the land use context in the blocks along the north side of Observer Highway.

2. The proposed FAR and building height is represented as being based on a "contextual" analysis of existing building heights along Observer Highway and the Plan Framework proposes that both FAR and height increase from west to east as the redevelopment parcels are closer to the Hoboken Terminal. The concept of increasing development intensity with shorter walking distance from transit (page 37) is consistent with the "Walkable Streets" criteria (Neighborhood Pattern and Design Credit 1) of LEED for Neighborhood Development (LEED-ND).

3. Sites 5 and 6 are opposite the Neumann Leathers Rehabilitation Area. The redevelopment program for this parcel calls for 179,000 square feet of residential development in six to eight story buildings above 20,000 square feet of retail. This program is very consistent with the economic projections for redevelopment of the Neumann Leathers site and the projected FAR for this parcel is 4.0, while we expect the maximum FAR for Neumann Leathers to be 3.1 (excluding parking) and building heights of new infill development to range from 6 to 12 stories (including parking and retail levels).

4. The revisions to the redevelopment plan based on public comment are outlined in Director Forbes memo of October 30, and include the incorporation of a rear service road and the base development with bonus for achieving LEED Gold and meeting architectural creativity standards for the mixed use office parcels.

5. The revisions between the September draft and the introduced October draft redevelopment plan include an increase in the minimum three-bedroom unit requirement from 10% to 20%, while maintaining the 10% affordable requirement of City ordinance.

6. The introduction of a rear service road in the October draft enabled the creation of city blocks with the previous stub extensions of the north-south streets to become connected for pedestrian access to the service road as park/plaza spaces, while allowing a pedestrian-only block front along Observer Highway. This extension of the existing City grid is consistent with the connectivity standards of LEED-ND Walkable Streets (NPD Credit 1).

7. Observer Highway is proposed to be re-designed as a boulevard with prominent pedestrian crossings at each block intersection with the redevelopment parcels.

8. The October 30 memorandum from Director Forbes describes the economic analysis that has been done to verify the viability of the proposed development program. A similar analysis has been part of the development of the Neumann Leathers redevelopment plan and the two projects will complement each other.

9. The redevelopment plan included efforts to interact with stakeholders and focus groups to obtain input. This input is referenced on page 29 as resulting in the incorporation of service-oriented retail, live-work places and community amenities such as day care, classroom space, public space for theatre ensemble rehearsals, a large public theatre, etc., as well as the mix of office and retail or residential and retail development. This should be a consideration in the future redevelopment agreements and site plan applications that will follow to implement the redevelopment plan.

10. The public park/plaza spaces at the extended termini of the north south streets have the potential to become effective with the appropriate improvements to Observer Highway to make for safe pedestrian mobility across the busy road. Care in the design of these spaces to ensure that they are accessible and energized by adjacent retail will be needed during the site plan approval stage. These spaces should be designed with corner retail that wraps around the street level façade corners of the buildings.

11. We note that the parking standards are 0.75 spaces per dwelling unit; 0.5 spaces per 1,000 GSF of retail or related uses and 0.25 spaces per 1,000 GSF for office. We presume that these ratios were vetted by the City's professional staff prior to introduction of the Plan, but we do not have any objections as they are generally consistent with the parking analysis we have done in other redevelopment plans.

12. Page 67 of the Plan details the requirements for redeveloper designation and the execution of a redeveloper agreement prior to making application to the Board for site plan approval.

In conclusion, the proposed amendments are consistent with the City Master Plan, specifically with regard to creating opportunities for larger housing units (20% three bedroom), affordable housing and creating employment near transit.

Very truly yours,

MASER CONSULTING P.A.

David G. Roberts, P.P., AICP, LLA,
Planning Board Planner

DGR/dgr.

cc: Hoboken Planning Board (via secretary, via e-mail)
Dennis Galvin, Esq., Planning Board Attorney
Andrew Hipolit, PE, Planning Board Engineer

Introduced By:_____

Seconded By:_____

CITY OF HOBOKEN
RESOLUTION NO: _____

RESOLUTION ADDRESSING THE RECOMMENDATIONS OF THE HOBOKEN PLANNING BOARD IN REGARDS TO THE HOBOKEN YARDS REDEVELOPMENT PLAN

WHEREAS, the City Council adopted a Resolution on November 5, 2014, referring the proposed "Hoboken Yards Redevelopment Plan", dated October 2014 ("Plan") to the Hoboken Planning Board ('Board") in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7(e) for the purpose of obtaining the report of the Board as to whether the Plan is substantially consistent with the municipal Master Plan and its recommendations regarding any other matters the Board deemed appropriate; and

WHEREAS, at a public meeting on December 2, 2014, the Hoboken Planning Board considered (i) the report of the Board's planning consultant, David Roberts, P.P., AICP, LLA concluding that the Plan is consistent with and designed to effectuate the Hoboken Master Plan of 2004, as updated by the Reexamination Report of 2010, (ii) comments from the general public and (iii) comments from the members of the Board, and thereafter adopted a Resolution entitled: "Resolution Memorializing Review and Recommendations to City Council Regarding an Ordinance Adopting the Hoboken Yard Redevelopment Plan" ("Planning Board Resolution") attached hereto as Schedule A; and

WHEREAS, in addition to determining that the Plan is consistent with the Master Plan, the Board also included in the Planning Board Resolution thirteen (13) non-binding recommendations ("Recommendations") to be considered by the City Council, two of which (Recommendations 2 and 3), if accepted would legally require revisions to the Plan, but the remaining Recommendations relate to the implementation of the Plan, and would not require that the Plan be revised before adoption; and

WHEREAS, on December 9, 2014, the City Council Subcommittee met to review and consider the Recommendations and on December 10, 2014, the City Council held a Special Meeting at which it received extensive public comment and thereafter the members of the City Council engaged in an extensive discussion of the Recommendations; and

WHEREAS, the City Council wishes to acknowledge the deliberations of the Board and to set forth on the record the City Council's conclusions regarding all of the Recommendations of the Board;

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

1. No change in the Plan shall be made regarding Recommendation 2 ("Preserve the Washington Street corridor as either open space or roadway at grade."), because the existing buildings which will remain in place after the realization of the Plan would interfere with the implementation of the Recommendation.

2. No change in the Plan shall be made regarding Recommendation 3, ("Based upon public concerns, the Council should review existing height and shadow considerations."), because during the multiyear process to prepare the Plan, careful evaluation of the heights and density set forth in the Plan has been thoroughly evaluated, based upon the combination of aesthetic, economic, legal and other considerations.

3. It is the intent of the City Council that all of the other Recommendations set forth in the Planning Board Resolution will enhance the implementation of the Plan and, if the Plan is adopted, shall be addressed in the negotiation of the redevelopment agreement(s) between the City and the designated redeveloper(s).

4. Recommendations 4 and 7 ("Transportation Demand Management Plan", and "transportation modeling", respectively) shall be given priority and shall be undertaken prior to the final approval of a redevelopment agreement(s).

5. A certified copy of this Resolution shall be forwarded to the Hoboken Planning Board.

6. This Resolution shall take effect immediately.

REVIEWED BY:

_____
Quentin Wiest,
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa Longo, Esq.
Corporation Counsel

_____
James Farina, RMC
City Clerk

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				

S C H E D U L E A

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WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "LRHL"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, in accordance with the LRHL, the City Council of the City of Hoboken (the "City Council") adopted by Ordinance on November 5, 2014, a Redevelopment Plan known as the "Hoboken Yard Redevelopment Plan" for the redevelopment of 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, which was determined to be an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-1, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, City Council submitted the Hoboken Yard Redevelopment Plan to the Planning Board of the City of Hoboken (the "Board") for its review and recommendations, including any modifications, for City Council's consideration; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7(e), the Board's Planner transmitted a report dated November 26, 2014, attached as Exhibit "A", concluding that the Hoboken Yard Redevelopment Plan is consistent with and designed to effectuate the Hoboken Master Plan of 2004, as updated by the Reexamination Report of 2010, and that it promotes the goals and objectives of the City Master Plan, namely by fostering development of mixed use along Observer Highway, larger housing units to increase the availability of housing for families, affordable housing, and promoting employment and a variety of commercial and public uses near the City's existing transportation hub; and

WHEREAS, the Board concurs with the letter from the Board Planner dated November 26, 2014; and

WHEREAS, at the Board's regular meeting of December 2, 2014, the Board conducted a thorough review of the proposed Hoboken Yard Redevelopment Plan, listened carefully to the Public's comments and determined that it should make recommendations, notwithstanding the fact that the Board found the proposed redevelopment plan to be consistent with and designed to effectuate the City's Master Plan.

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12. Consistent with the City's policy, the Board recommends that a cost benefit analysis be undertaken prior to the issuance of any tax abatement within this plan.

13. The Council should consider establishing a panel of design professionals as selected by the NJAIA to determine design excellence in order to achieve a bonus.

VOTE ON ROLL CALL:

IN FAVOR: Gary Holtzman; Frank Magaletta; Stephen Marks; Brandy Forbes; Ravi Bhalla; Daniel Weaver; Sasha Conroy; Caleb McKenzie

OPPOSED: Ann Graham

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Clerk of the City of Hoboken for distribution to City Council.

12/4/2014

Gary Holtzman, Chairman
Hoboken Planning Board

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution considered and duly adopted as to form by the Planning Board at its regular meeting on December 2, 2014.

Patricia Carcone, Secretary

Exhibit "A"

Engineers Planners Surveyors Landscape Architects Environmental Scientists Customer Loyalty *through* Client Satisfaction

November 26, 2014

Ms. Patricia Carcone
Planning Board Secretary
Hoboken Planning Board
94 Washington Street, Second Floor
Hoboken, NJ 07030-4585

Re: Review of Hoboken Yard Redevelopment Plan, October 2014
MC Project No. HOP-133

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This office has reviewed the following background documents related to the ordinance amendment:

- Ordinance #Z-317, Adopting the "Hoboken Yard Redevelopment Plan, October 2014", Introduced November 5, 2014;

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3. Sites 5 and 6 are opposite the Neumann Leathers Rehabilitation Area. The redevelopment program for this parcel calls for 179,000 square feet of residential development in six to eight story buildings above 20,000 square feet of retail. This program is very consistent with the economic projections for redevelopment of the Neumann Leathers site and the projected FAR for this parcel is 4.0, while we expect the maximum FAR for Neumann Leathers to be 3.1 (excluding parking) and building heights of new infill development to range from 6 to 12 stories (including parking and retail levels).

4. The revisions to the redevelopment plan based on public comment are outlined in Director Forbes memo of October 30, and include the incorporation of a rear service road and the base development with bonus for achieving LEED Gold and meeting architectural creativity standards for the mixed use office parcels.

5. The revisions between the September draft and the introduced October draft redevelopment plan include an increase in the minimum three-bedroom unit requirement from 10% to 20%, while maintaining the 10% affordable requirement of City ordinance.

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7. Observer Highway is proposed to be re-designed as a boulevard with prominent pedestrian crossings at each block intersection with the redevelopment parcels.

8. The October 30 memorandum from Director Forbes describes the economic analysis that has been done to verify the viability of the proposed development program. A similar analysis has been part of the development of the Neumann Leathers redevelopment plan and the two projects will complement each other.

9. The redevelopment plan included efforts to interact with stakeholders and focus groups to obtain input. This input is referenced on page 29 as resulting in the incorporation of service-oriented retail, live-work places and community amenities such as day care, classroom space, public space for theatre ensemble rehearsals, a large public theatre, etc., as well as the mix of office and retail or residential and retail development. This should be a consideration in the future redevelopment agreements and site plan applications that will follow to implement the redevelopment plan.

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11. We note that the parking standards are 0.75 spaces per dwelling unit; 0.5 spaces per 1,000 GSF of retail or related uses and 0.25 spaces per 1,000 GSF for office. We presume that these ratios were vetted by the City's professional staff prior to introduction of the Plan, but we do not have any objections as they are generally consistent with the parking analysis we have done in other redevelopment plans.

12. Page 67 of the Plan details the requirements for redeveloper designation and the execution of a redeveloper agreement prior to making application to the Board for site plan approval.

In conclusion, the proposed amendments are consistent with the City Master Plan, specifically with regard to creating opportunities for larger housing units (20% three bedroom), affordable housing and creating employment near transit.

Very truly yours,

MASER CONSULTING P.A.

David G. Roberts, P.P., AICP, LLA,
Planning Board Planner

DGR/dgr.

cc: Hoboken Planning Board (via secretary, via e-mail)
Dennis Galvin, Esq., Planning Board Attorney
Andrew Hipolit, PE, Planning Board Engineer

Introduced by:

Seconded by:

RESOLUTION AUTHORIZING THE EXECUTION OF THE ATTACHED NON-EXCLUSIVE RIGHT OF WAY AGREEMENT BETWEEN THE TRUSTEES OF STEVENS INSTITUTE OF TECHNOLOGY ("STEVENS") AND THE CITY OF HOBOKEN

WHEREAS, the City Council of the City of Hoboken authorized the Mayor to execute a Research Collaboration Agreement between the City and Stevens dated as of February 6, 2013 whereby the Parties agreed to collaborate on a research project called Smart Cities: Hoboken, the intent of which is to study and develop knowledge and applications of smart city methods, processes and technologies about the City of Hoboken (the "Research Project); and

WHEREAS, in order to implement the Research Project, Stevens has requested permission from the City to occupy the public right-of-ways for the purpose of installing equipment that will be used in connection with the Research Project; and

WHEREAS, the City wishes to enter into the attached non-exclusive right of way agreement with Stevens which facilitates the implementation of the Research Project and this agreement terminates on February 6, 2016 unless extended by the written mutual consent of the parties; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Mayor & Clerk are hereby authorized to execute the attached non-exclusive right of way agreement with Stevens to facilitate the Research Project and to take any and all steps necessary to effectuate the terms and conditions of the agreement.

2. A certified copy of this resolution shall be provided to the Mayor and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purposes of this resolution.

3. This Resolution shall take effect immediately.

Meeting date: December 16, 2014

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
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:

DEC 16 2014

CITY CLERK

NON-EXCLUSIVE

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated _____, 2014 (the "Effective Date"), and entered into by and between the City of Hoboken ("Municipality"), a New Jersey municipal corporation, having its address at 94 Washington Street, Hoboken New Jersey, 07030, and The Trustees of the Stevens Institute of Technology, ("Stevens"), a non-profit corporation organized under the laws of the State of New Jersey with tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, with offices located at One Castle Point on Hudson, Hoboken, New Jersey 07030; collectively the Municipality and Stevens shall be known as the "Parties" to this Agreement.

RECITALS

WHEREAS, Stevens and the Municipality entered into a Research Collaboration Agreement (the "RCA") dated as of February 6, 2013 whereby the Parties agreed to collaborate on a research project called Smart Cities: Hoboken (SC:H) the intent of which is to study and develop knowledge and applications of smart city methods, processes and technologies about the City of Hoboken (the "Research Project"), which Research Project is described with more particularity in the RCA attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to the RCA, Stevens has commissioned a "Survey Design Document: For the Design and Implementation of the Stevens & Hoboken Smart Cities Pilot Project" last dated September 16, 2014 which is attached hereto and incorporated herein as Exhibit B which proposes to place certain types of equipment described in Exhibit B aerially on existing traffic lighting, street lighting, telephone, electrical or other utility poles (hereinafter

"Utility Poles") and in ground locations in the public rights-of-way as depicted and described in Exhibit B which depicts the location, proposed equipment, and other features through which Stevens proposes to own, construct, install, operate, repair and maintain the equipment described in Exhibit B which is to be used in connection with the Research Project and such additional locations as may be agreed to from time to time and reflected in a revised Exhibit B that is submitted by Stevens to the Municipality in accordance with the requirements herein; and

WHEREAS, the Municipality has agreed to enter into this Use Agreement pursuant to N.J.S.A. 40A:12-14(c); and

WHEREAS, the consent granted herein is for the non-exclusive use by Stevens of the public rights-of-way within the Municipality that are described and depicted in Exhibit B (as may be amended from time to time) for the purpose of owning, constructing, installing, operating, and maintaining the equipment used in connection with the Research Project;

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Municipality and Stevens hereby agree to and with each other as follows:

Section 1. Definitions.

a. "All Applicable Laws" shall mean applicable laws and regulations of the United States, the State of New Jersey and the City of Hoboken.

b. "Stevens" is the Trustees of the Stevens Institute of Technology, the grantee of rights under this Use Agreement. Stevens, for purposes of this Use Agreement includes within its meaning, its agents and contractors who undertake the work described herein in connection with the Research Project.

c. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.

d. "Rights-of-Way" means the areas devoted to passing under, over, on or through lands with public utility facilities.

e. "Municipality" is the grantor of rights under this Use Agreement and is known as the City of Hoboken, County of Hudson, State of New Jersey.

f. "Utility Pole" means, traffic lighting, street lighting, telephone, electrical or other utility poles located in the public rights of way and any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

Section 2. Grant of Consent.

The Municipality hereby grants Stevens its consent for the non-exclusive use of the public rights-of-way for the purpose of owning, constructing, installing, operating, and maintaining the equipment used in connection with the Research Project described in Exhibit A. The consent granted herein shall be for the performance of work within the rights-of-way of the Municipality as depicted and described in Exhibit B as such Exhibit may be amended from time to time in accordance with the terms of this Agreement.

Section 3. Termination.

Either party may terminate this Use Agreement upon sixty (60) days prior written notice to the other party upon a material default of any material covenant or term hereof by the other party, which default is not cured within twenty (20) days of receipt of written notice of default.

Section 4. Project Description.

This Use Agreement shall only entitle Stevens to install the equipment used in connection with the Research Project in the rights of way described and depicted in Exhibit B. In the event that Stevens seeks to modify or expand the locations in which it has placed its equipment in the rights of way, Stevens acknowledges that it must adhere to the notification, coordination and

permitting requirements set forth in Sections 4, 5 and 6 herein. Any construction undertaken for the purposes described herein shall require 15 days prior written notice by Stevens to the Business Administrator, City Engineer and Police Department and compliance with All Applicable Laws. Stevens shall provide a written description of the construction to be undertaken, including a construction schedule and shall coordinate its proposed work with the Business Administrator, City Engineer and Police Department before scheduling and commencing any construction. Prior to commencing any street closure or excavation work, Stevens shall notify and coordinate its planned activities with the Business Administrator, City Engineer and Police Department and, in addition to any other permits as may be required by Applicable Law, obtain a road opening permit and/or street closure permit from the Municipality, if required by applicable law, pay any applicable permits fees, and comply with all requirements of Chapter 168, Article VIII of the Municipal Code regarding such road opening permits. Stevens shall notify the Business Administrator, City Engineer and Police Department of the completion of construction.

Upon completion of construction and installation of the equipment used in connection with the Research Project, Stevens shall provide the City Engineer with two copies of as-built drawings for the Research Project showing the location of all equipment installed in the public rights of way. Upon the completion of any relocation or expansion of the installation of any equipment used in connection with the Research Project, Stevens shall provide the City Engineer with two copies of as-built drawings depicting the then current location of all equipment installed in the public rights of way in connection with the Research Project.

Section 5. Scope of Use Agreement.

Any and all rights expressly granted to Stevens under this Use Agreement, which shall be exercised at Stevens' sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the Municipality's rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Municipality's rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Stevens a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to the notification and coordination provisions of Section 4 herein and obtaining the written permission of the owner(s) of affected property or owners (other than the Municipality) of existing Utility Poles which shall be the sole responsibility of Stevens to undertake and obtain (copies of which written permission shall be provided to the Municipality), the Municipality hereby authorizes and permits Stevens to enter upon the Municipality's rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its equipment used in connection with the Research Project, in or on Utility Poles, conduit or other structures owned by the Municipality or public utility companies or to be constructed by Stevens located within the Municipality's rights-of-way as may be permitted by the public utility company or other property owner, as the case may be. Upon execution of this Use Agreement the Municipality shall, to the extent known by the Municipality, provide Stevens with information in the Municipality's possession concerning ownership of the Utility Poles identified by Stevens for use in connection with the Research Project as identified in Exhibit B. Additionally, the Municipality will respond to periodic requests by Stevens for ownership

information concerning Utility Poles identified by Stevens during the term of this Use Agreement for use in connection with the Research Project.

Stevens, in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water lines, storm drains, gas mains, Utility Poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by All Applicable Laws.

Stevens acknowledges its willingness to cooperate with the Municipality and its agents for the proper coordination of all work in connection with any planned or future improvements undertaken by the Municipality. Stevens' equipment used in connection with the Research Project shall, at no cost to the Municipality, be relocated, adjusted or supported as required for any future improvements constructed on behalf of the Municipality in the public rights of way. In the event that Stevens desires to relocate its equipment used in connection with the Research Project from the areas depicted in Exhibit B, the City agrees that it will use its best efforts to accommodate Stevens' relocation request.

Whenever the installation, removal, repair or relocation of Stevens' equipment used in connection with the Research Project is required or permitted and such installation, removal, repair or relocation shall cause damage to the Municipality's real or personal property, Stevens, shall promptly repair and return said real or personal property to a condition at least as good as that existing prior to the work. If Stevens does not repair the Municipality's real or personal property as required, the Municipality shall have the option, upon thirty (30) days written notice

to Stevens to perform or cause to be performed such reasonable and necessary work to repair the Municipality's real or personal property and to charge Stevens or other responsible third parties for the actual costs incurred by the Municipality. Stevens shall be liable for any and all costs and fees charged to Stevens including interest at prevailing rates if the Municipality is not paid within thirty (30) days of receipt of an itemized invoice by Stevens.

Whenever Stevens' equipment used in connection with the Research Project is relocated, Stevens shall provide the Municipality with a revised Exhibit B which depicts the right of way occupied by Stevens within thirty (30) days of the completion of the relocation work.

Section 6. Compliance with All Applicable Laws.

Stevens shall comply with All Applicable Laws, including those ordinances that may be adopted by the Municipality pertaining to the installation of equipment used in connection with the Research Project in the rights of way, as well as existing and future ordinances regulating street openings, street closures and other permitted activities in the rights of way.

Section 7. Municipal Costs.

This section has been intentionally omitted pursuant to the terms and conditions of the RCA attached hereto as Exhibit A.

Section 8. Duration of Consent.

This Use Agreement shall be effective as of the Effective Date and shall terminate on February 6, 2016, which is the expiration date of the RCA (the "Initial Term"), unless it is earlier terminated by either party in accordance with the provisions herein. Notwithstanding the foregoing, this Use Agreement may be extended by the written mutual agreement of the parties for up to three (3) additional terms of two (2) years each upon the terms and conditions set forth herein.

Section 9. Effect of the RCA on this Use Agreement.

The terms and conditions of the RCA executed on February 6, 2013 which is attached hereto as Exhibit A are incorporated herein as though fully set forth.

Section 10. Indemnification.

Stevens hereby indemnifies, defends and holds harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Stevens' actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the Municipality in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Stevens' activities pursuant to the rights granted in this Use Agreement.

Whenever an event or situation arises which, it is reasonable to believe, may lead to an indemnification obligation by Stevens pursuant to the terms of this Section, the party to be so indemnified (the "Indemnified Party") shall give prompt written notice to Stevens (the "Indemnifying Party") of such event or situation and, if a claim is made or suit is brought, the Indemnified Party shall immediately forward a copy of every demand, notice, summons, complaint or other process received by it or its representative to the Indemnifying Party. The Indemnifying Party shall assume the defense of such claim and all costs thereof. The Indemnifying Party shall have the right to negotiate and consent to settlement, however the

Indemnifying Party shall not settle any suit or claim without the Indemnified Party's prior written consent if such settlement involves consideration other than the payment of money that is to be fully paid by the Indemnifying Party. The Indemnified Party shall cooperate with the Indemnifying Party in all respects in all phases of a claim and any proceeding arising therefrom, including but not limited to, assisting in the conduct of lawsuits, assisting in enforcing an agreement of contribution or indemnity against a third party, providing witnesses, and making records and information available to the Indemnifying Party. The Indemnified Party shall have the right to employ separate counsel in any such claim and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Indemnifying Party. The Indemnifying Party shall not be responsible for any settlement of any such claim effected without its consent.

Section 11. Notices.

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Stevens at:	Stevens Institute of Technology Babbio Building River Terrace Hoboken, New Jersey 07030 Attention: Dean, School of Systems & Enterprises
With a copy to:	General Counsel Stevens Institute of Technology Howe Center One Castle Point on Hudson Hoboken, New Jersey 07030

To the Municipality: City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Municipal Clerk

Section 12. Liability Insurance.

Stevens shall at all times maintain at its own cost and expense a comprehensive liability or excess liability insurance policy with a combined single limit of at least Five Million Dollars ($5,000,000.00) insuring Stevens for liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein and naming the Municipality as an additional insured. Stevens shall obtain and maintain at all times during the term of this Use Agreement workers compensation insurance as required by N.J.S.A. 34:15-1 et seq., and Employer's Liability Insurance pursuant to the requirements of N.J.S.A. 34:15-70 et seq. Prior to the commencement of any work pursuant to this Use Agreement, Stevens shall file with the Municipality Certificates of Insurance with endorsements evidencing the coverages required herein or shall provide adequate proof of its self insured status. Stevens shall use its best efforts to assure that the Municipality shall receive thirty (30) days notice prior to the cancellation of the policies of insurance required herein. Stevens will provide the Municipality with proof of the renewal of each of the policies required herein during the term of this Use Agreement and any extension.

The Municipality shall notify Stevens within fifteen (15) days after the presentation of any claim or demand to the Municipality, either by suit or otherwise, made against the Municipality on account of any of Stevens' or its sub-contractors', agents', employees', officers', servants', designees', guests' and invitees' activities pursuant to the rights granted in this Use Agreement.

Section 13. Assignment.

Stevens may not assign this Use Agreement without the prior express written consent of the Municipality, which consent shall not be unreasonably withheld, conditioned, or delayed after written notice to the City of the request and action or approval by the City as required by law. Notwithstanding the forgoing, neither the delegation of any of Stevens duties hereunder to a third party nor the transfer of the rights and obligations of Stevens hereunder to a parent, subsidiary, successor, or financially viable affiliate shall be deemed as an assignment for the purposes of this Use Agreement.

Section 14. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 15. Governing Law; Jurisdiction.

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without reference to its conflict of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such suit shall be vested exclusively in the state courts of New Jersey in Hudson County or the U.S. District Court for the District of New Jersey.

Section 16. Prior Agreements.

This Use Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, in the event of a conflict between the terms of this Use Agreement and the RCA, the terms and conditions of this Use Agreement shall govern. No oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 17. Modification of Agreement.

Neither this Use Agreement or the RCA may be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 18. Exhibits

All exhibits referred to in this Use Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Use Agreement are incorporated in this Use Agreement by referenced and are deemed a part of this Use Agreement.

Section 19. Headings

The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 20. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

Section 21. Notice of Displacement

To the extent that the Municipality has actual knowledge of the displacement of Stevens' equipment used in connection with the Research Project, it will inform Stevens upon learning of same.

Section 22. Consent Criteria

In the case where approval or consent of one party is required, requested or otherwise to be given under this Use Agreement, the party providing approval or consent shall not unreasonably delay, condition or withhold its approval or consent. However, both parties recognize that formal action by the Municipality to give its approval or consent may require the approval of the governing body of the Municipality

Section 23. Waiver of Breach

The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of this Use Agreement.

Section 24. Representations and Warranties.

Each of the parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations.

Section 25. Entire Agreement

This Use Agreement and the RCA contain the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this use Agreement which are not fully expressed herein.

Section 26. Counterparts.

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

THE TRUSTEES OF THE STEVENS INSTITUTE OF TECHNOLOGY,
a non-profit corporation under the laws of
the State of New Jersey

Witness

Name Dr. George Korfiatis
Title Provost

Dated: 12/10/14

Witness

Print Name: Kathy Schultz

Dated: 12/10/14

CITY OF HOBOKEN

Witness

Print Name: _____
Mayor

Dated: _____

Print Name: _____
City Clerk

Dated: _____

Introduced by: 3
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE EXECUTION OF AN AMENDMENT TO THE NORTH HUDSON SEWERAGE AUTHORITY AGREEMENT, AS ATTACHED

WHEREAS, the City wishes to enter into the attached Amended Agreement with North Hudson Sewage Authority, which amends the original agreement authorized by this Council on October 1, 2014; and

WHEREAS, the Agreement amends the authorization of the City to expend funds for the NHSA pumping station proposed for 11th and Sinatra, due to the inherent benefit to the City and its residents and visitors resulting from the newly proposed station; and,

WHEREAS, certification of funds is not required for this resolution.

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Amended Agreement with North Hudson Sewage Authority, and take any and all other action to effectuate the Agreement and amendment, and all the terms thereunder; 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: December 16, 2014

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

Councilperson	Yea	Nay	Abstain	~~No Vote~~
Ravi Bhalla	✓			
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Elizabeth Mason				Absent
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: DEC 16 2014

CITY CLERK

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is made as of the _____ of December, 2014 by and between **CITY OF HOBOKEN** ("Hoboken"), a municipal corporation of the State of New Jersey having its principal place of business at 94 Washington Street, Hoboken, New Jersey 07030 and the **NORTH HUDSON SEWERAGE AUTHORITY** (the "Authority"), a body politic of the State of New Jersey with offices at 1600 Adams Street, Hoboken, New Jersey 07030.

WHEREAS, Hoboken and the Authority entered into an Agreement (the "Agreement") for the Authority to design, construct, maintain and operate an H5 Wet Weather Pump Station (the "Project") to be located on 11th Street west of Sinatra Drive in the City of Hoboken; and

WHEREAS, Hoboken is providing funding for the Project through the New Jersey Environmental Infrastructure Trust through the State Revolving Loan Fund (SRF); and

WHEREAS, the parties are desirous of amending portions of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by the Authority and Hoboken as follows:

1. Section 5 of the Agreement shall be amended to add the following at the end of that Section:

> The Authority shall be responsible for complying with all conditions contained in and relating to deed restrictions, including, but not limited to Deed Notices, currently affecting the lands designated as "Maxwell House Area F" (11th Street) as required by the New Jersey Department of Environmental Protection. The Authority shall prepare any remedial action work plan or plans and any other plans, reports schedules or other documents which may be required to sufficiently address the conditions of the Remedial Action Permit for the proposed construction site. Said plan or plans shall, at a minimum, address the safe excavation, staging and removal of contaminated soils, appropriate dewatering as may be necessary, dust control and health and safety plans including excavation operations that are conducted through the engineered fill.

The Authority shall notify and update the Licensed Site Remediation Professional (henceforth, "LSRP") currently responsible for the site, prior to construction notice in order to proceed with the preparation of any and all environmental work plans, health and safety plans or testing regimen related to the disturbance of any institutional controls which are in place at the site for which the registered LSRP is responsible. The Authority may retain, at its own cost and expense, its own LSRP to prepare all environmental documents, work plans and testing regimens provided the responsible LSRP is kept apprised of the Project as it relates to any and all environmental processes at the site for which the registered LSRP is responsible. In addition, all work plans, health and safety plans and testing regimens will be forwarded to the City for review by the City Engineer or his representative, Boswell Engineering. The Authority's LSRP will also be responsible for obtaining any and all environmental permits for the controls as required by the NJDEP during construction.

2. The parties reaffirm the terms and conditions contained in the Agreement, except as modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and date first above written.

ATTEST:

NORTH HUDSON SEWERAGE AUTHORITY

_____

HAROLD SCHROEDER, Secretary

By:_____

FRANK RAIA, Chairman

ATTEST:

CITY OF HOBOKEN

_____

Clerk

By:_____

DAWN ZIMMER, Mayor

867296_1

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

DEC 16 2014

CITY CLERK

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER 2 AND CLOSE OUT TO THE CONTRACT OF GK FOTINOS, LLC FOR (BID 13-08) LITTLE LEAGUE BATTING CAGE BUILDING PROJECT, AS CHANGE ORDER NUMBER 2 (FINAL) IN AN INCREASE AMOUNT OF $8,488.85 (4.4% INCREASE) FOR A NEW (FINAL) TOTAL NOT TO EXCEED AMOUNT OF $207,008.80 (8.0% TOTAL INCREASE)

WHEREAS, the City of Hoboken requires a close out under the contract for the termination of the Little League Batting Cage Building project; and,

WHEREAS, the Administration contracted with GK Fotinos, LLC for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order #2 (FINAL) to the contract for Little League Batting Cage Building to GK Fotinos, LLC for an increase in the contract amount by Eight Thousand Four Hundred Eighty Eight dollars and Eighty Five Cents ($8,488.85), which constitutes a 4.4% increase, for a new and final total not to exceed amount of Two Hundred Seven Thousand Eight Dollars and Eighty Cents (**$207,008.80**) **(8.0% TOTAL INCREASE)**, for work in accordance with the Boswell Engineering Change Order Request, dated October 15, 2014; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $8,488.85 is available in the following appropriation _____ in the CY2014 capital budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#2/FINAL) be awarded for the contract for the Little League Batting Cage Building project (Bid 13-08) to GK Fotinos, LLC for an increase in the contract amount by Eight Thousand Four Hundred Eighty Eight dollars and Eighty Five Cents ($8,488.85), which constitutes a 4.4% increase, for a new and final total not to exceed amount of Two Hundred Seven Thousand Eight Dollars and Eighty Cents (**$207,008.80**) **(8.0% TOTAL INCREASE)** for work in accordance with the Boswell Engineering Change Order Request, dated October 15, 2014, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced Boswell correspondence shall govern the change order, and no changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the information herein.

Meeting date: December 16, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
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: DEC 16 2014

James J. Farina

CITY CLERK

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER 2 AND CLOSE OUT TO THE CONTRACT OF GK FOTINOS, LLC FOR (BID 13-08) LITTLE LEAGUE BATTING CAGE BUILDING PROJECT, AS CHANGE ORDER NUMBER 2 (FINAL) IN AN INCREASE AMOUNT OF $8,488.85 (4.4% INCREASE) FOR A NEW (FINAL) TOTAL NOT TO EXCEED AMOUNT OF $207,008.80 (8.0% TOTAL INCREASE)

WHEREAS, the City of Hoboken requires a close out under the contract for the termination of the Little League Batting Cage Building project; and,

WHEREAS, the Administration contracted with GK Fotinos, LLC for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order #2 (FINAL) to the contract for Little League Batting Cage Building to GK Fotinos, LLC for an increase in the contract amount by Eight Thousand Four Hundred Eighty Eight dollars and Eighty Five Cents ($8,488.85), which constitutes a 4.4% increase, for a new and final total not to exceed amount of Two Hundred Seven Thousand Eight Dollars and Eighty Cents (**$207,008.80**) **(8.0% TOTAL INCREASE)**, for work in accordance with the Boswell Engineering Change Order Request, dated October 15, 2014; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $8,488.85 is available in the following appropriation 4-01-28-375-044 **in the CY2014** ~~capital~~ **budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

George DeStefano

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#2/FINAL) be awarded for the contract for the Little League Batting Cage Building project (Bid 13-08) to GK Fotinos, LLC for an increase in the contract amount by Eight Thousand Four Hundred Eighty Eight dollars and Eighty Five Cents ($8,488.85), which constitutes a 4.4% increase, for a new and final total not to exceed amount of Two Hundred Seven Thousand Eight Dollars and Eighty Cents (**$207,008.80**) **(8.0% TOTAL INCREASE)** for work in accordance with the Boswell Engineering Change Order Request, dated October 15, 2014, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced Boswell correspondence shall govern the change order, and no changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the information herein.

Meeting date: December 16, 2014

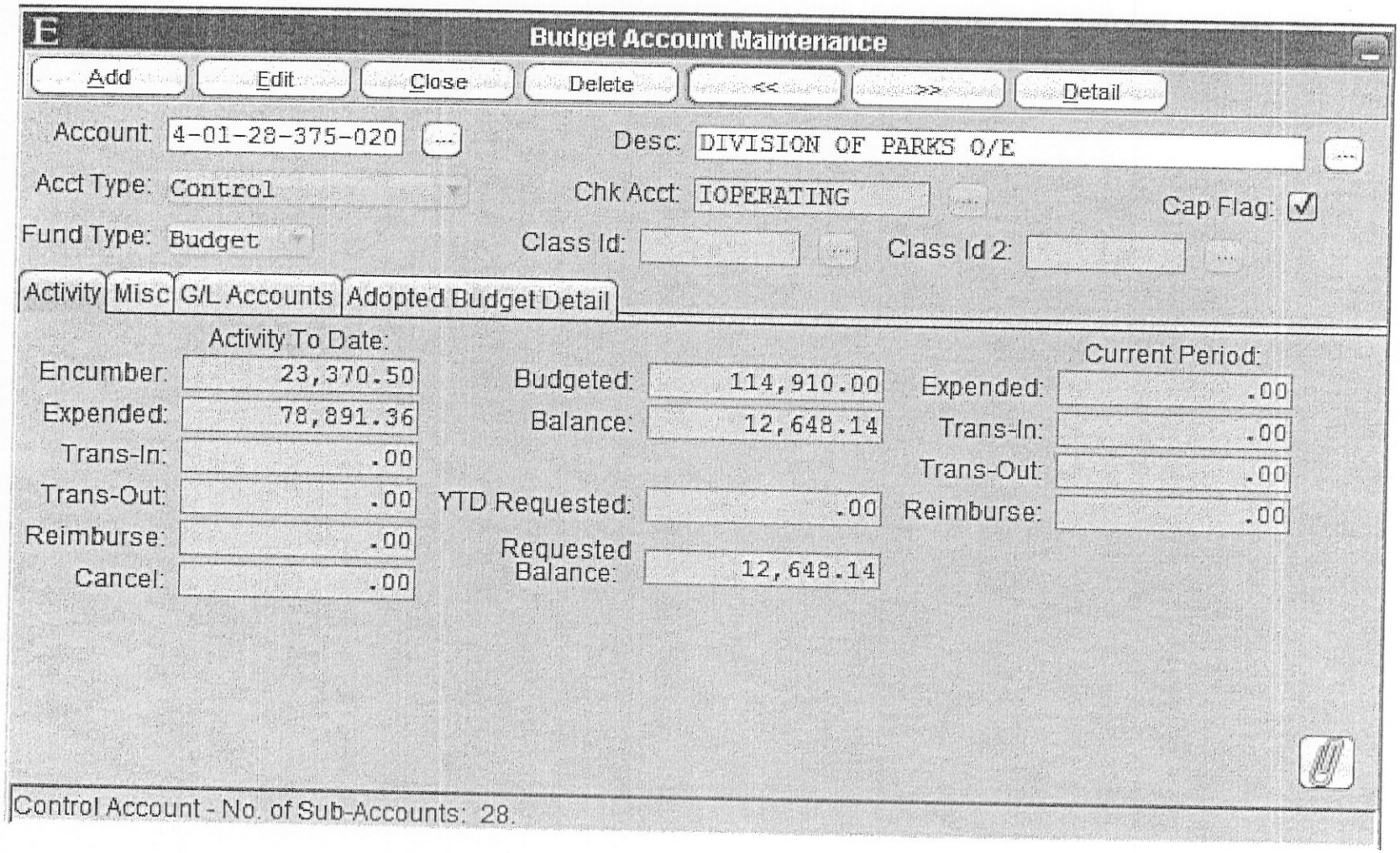
APPROVED:

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				


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: 4-01-28-375-020
Desc: DIVISION OF PARKS O/E
Acct Type: Control
Chk Acct: IOPERATING
Cap Flag:
Fund Type: Budget
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date:
Encumber: 23,370.50
Expended: 78,891.36
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Cancel: .00
Budgeted: 114,910.00
Balance: 12,648.14
YTD Requested: .00
Requested Balance: 12,648.14
Current Period:
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Control Account - No. of Sub-Accounts: 28.

BOSWELL ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

December 4, 2014

Sent Via Email and Regular Mail

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Mr. Leo Pellegrini, Director of Health and Human Services

Re: Little League Field Batting Cage Building
City of Hoboken
Hudson County, New Jersey
Our File No HO-480

Director Pellegrini:

Enclosed, please find Engineer's Estimate Certificate No. 4 and Final in the amount of $ 35,587.84. Please note that Engineer's Certificate No. 4 and Final includes Change Order No. 2 and Final in the amount of $8,488.85. To that end the final contract amount is revised from $ 195,000.00 to $207,008.80 representing an 8% increase of the original contract amount for work performed to date by the contractor, GK Fotinos, LLC for the above referenced project. Also attached are the requisite closeout documents for the project.

Boswell McClave Engineering takes no exception to the payment of $ 35,587.84 for work completed to date as outlined in Estimate Certificate No. 4 and Final.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante

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

JAP/s
Enclosures

cc: Hoboken Purchasing Department
GK Fotinos, LLC
John Englese, Boswell McClave Engineering

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

LITTLE LEAGUE FIELD BATTING CAGE BUILDING

City of Hoboken
Hudson County, New Jersey

Our File No. HO-480

Estimate Number: 4 and Final (Rev.)

Period Ending: 10/15/2014

Contractor: GK Fotinos, LLC
933 Route 9 N
South Amboy, New Jersey 08879

Base Contract Amount:	$195,000.00	Total Amount Estimated:	$207,008.80
Less Reductions:	$6,000.00	Less 2% Retainage:	$0.00
Plus Increases:	$18,008.80	Total Net Amount Estimated:	$207,008.80
Amended Contract Amount:	$207,008.80	Less Amount Previously Paid:	$171,420.96
Contract Starting Date:		Amount Due This Estimate:	$35,587.84
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:
Time Used:
Percent Complete: 108%

Estimated By: JAP

Approved By: JAP

FOR USE BY CITY OF HOBOKEN

Verified by: _____ (Business Administrator)

Joseph A. Romano (Project Engineer)

Audited by: _____ (Chief Financial Officer)

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

LITTLE LEAGUE FIELD BATTING CAGE BUILDING

City of Hoboken
Hudson County, New Jersey

Our File No. HO-480

Estimate Number: 4 and Final (Rev.)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
1	Bond	L.S.	$4,875.00	1.00		1.00	0.00	1.00	$4,875.00	$0.00
2	Insurance/Permits	L.S.	$2,000.00	1.00		1.00	0.00	1.00	$2,000.00	$0.00
3	Submittals	L.S.	$4,000.00	1.00		1.00	0.00	1.00	$4,000.00	$0.00
4	Submittals/Building	L.S.	$9,525.00	1.00		1.00	0.00	1.00	$9,525.00	$0.00
5	Mobilization	L.S.	$3,500.00	1.00		1.00	0.00	1.00	$3,500.00	$0.00
6	Site Clearing	L.S.	$3,000.00	1.00		1.00	0.00	1.00	$3,000.00	$0.00
7	Site Restoration	L.S.	$1,000.00	1.00		0.50	0.50	1.00	$1,000.00	$500.00
8	Traffic Protection	L.S.	$1,000.00	1.00		1.00	0.00	1.00	$1,000.00	$0.00
9	Excavation & Backfill	L.S.	$6,000.00	1.00		1.00	0.00	1.00	$6,000.00	$0.00
10	Asphalt Repairs	L.S.	$4,000.00	1.00		0.00	0.00	0.00	$0.00	$0.00
11	Concrete Sidewalk - 4" Thick	L.S.	$4,000.00	1.00		0.00	1.00	1.00	$4,000.00	$4,000.00
12	Concrete Sidewalk - 6" Thick	L.S.	$1,000.00	1.00		0.00	1.00	1.00	$1,000.00	$1,000.00
13	Concrete Curb	L.S.	$1,000.00	1.00		0.00	1.00	1.00	$1,000.00	$1,000.00
14	Footings and Columns	L.S.	$24,000.00	1.00		1.00	0.00	1.00	$24,000.00	$0.00
15	CMU and Parging	L.S.	$23,000.00	1.00		1.00	0.00	1.00	$23,000.00	$0.00
16	Concrete Slab	L.S.	$21,000.00	1.00		1.00	0.00	1.00	$21,000.00	$0.00
17	Pre-Fabricated Building	L.S.	$40,000.00	1.00		1.00	0.00	1.00	$40,000.00	$0.00
18	Chain Link Fence	L.S.	$2,000.00	1.00		0.00	0.00	0.00	$0.00	$0.00
19	Retaining Wall	L.S.	$2,000.00	1.00		0.00	1.00	1.00	$2,000.00	$2,000.00
20	Batting Cages and Equip.	L.S.	$10,000.00	1.00		0.50	0.50	1.00	$10,000.00	$5,000.00
21	Electric	L.S.	$26,500.00	1.00		0.91	0.09	1.00	$26,500.00	$2,500.00
22	Demobilization	L.S.	$875.00	1.00		0.00	1.00	1.00	$875.00	$875.00
23	Project Closeout	L.S.	$725.00	1.00		0.00	1.00	1.00	$725.00	$725.00
24	Change Order #1	L.S.	$3,519.35	1.00		1.00	0.00	1.00	$3,519.35	$0.00
25	Change Order #2 -Final(Rev)	L.S.	$14,488.85	1.00		0.00	1.00	1.00	$14,488.85	$14,488.85
								Total	$207,008.80	$32,088.85

Change Order No. 2 and Final (Rev)
Date 10/15/2014
Job No. HO-480

CHANGE ORDER

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

GK Fotinos, LLC CONTRACTOR	Little League Field Batting Cage Building PROJECT & JOB NUMBER
933 Route 9N, South Amboy, New Jersey 08879 ADDRESS	City of Hoboken, Hudson County, NJ OWNER/COUNTY

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Within Project Limits

Nature and Reason of Change: Unforeseen Conditions, As-Built Quantities

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
S-1	Storage Fees	L.S.	1	$4,972.50	$4,972.50
S-2	Additional Site Work Related to Entrance Modifications	L.S.	1	$2,319.00	$2,319.00
S-3	Electrical Modifications (Required by Electrical Inspector)	L.S.	1	$7,197.35	$7,197.35
10	Asphalt Repairs	L.S.	-1	$4,000.00	-$4,000.00
18	Chain Link Fence	L.S.	-1	$2,000.00	-$2,000.00

Amount of Original Contract	$195,000.00	Supplemental	$14,488.85
		Extra	$0.00
Change Order No.1	$3,519.95		
Change Order No. 2 and Final	$8,488.85	Reduction	($6,000.00)
Adjusted Contract Amount	$207,008.80	Net Amount	$8,488.85

Recommended for Approval — Joseph R Pomante — BOSWELL McCLAVE ENGINEERING — 12/4/14 DATE

Approved — OWNER — DATE

Accepted — CONTRACTOR — GK Fotinos LLC — 12/4/14 DATE

GK FOTINOS LLC

April 22, 2014

Boswell Engineering

330 Phillips Avenue

South Hackensack, NJ 07606

Re: Sinatra Park Batting Cages

Dear Mr. Pomante

Following please find our proposal for the storage fees incurred due to the delayed delivery of the building which was ready to be delivered as per the contract documents. Storage fees were unforeseen and they were due to the unusually heavy winter and snow that we had this past winter. Obviously due to the delayed start we respectfully request an extension of contract duration time. That extension will be at NO additional cost to the owner.

	MATERIALS	LABOR	OTHER	TOTAL
Storage fees for Prefab Building Attached invoice by Allied Steel (reduced fee as negotiated by us)			7,875.00	7,875.00
Cost to prepare proposal (Waived)		0.00		0.00
Labor burden @ 25% of labor (00.00 x25%) (s.s. & medicare 7.65%, sui/sdi 3.00%,fui 0.8%, average w.c 14.76%)			0.00	0.00

SUBTOTAL	**$ 7,875.00**
OVERHEAD @ 12%	945.00
PROFIT @ 10%	882.00
BOND @ 2.5%	243.00
TOTAL PROPOSAL 1	~~$ 9,945.00~~

4,972.50

Please review and let us know as soon as possible.

REDUCED TO # 4,972.50
GAP 12/4/14

Regards

Stavros Fotinos

Stavros Fotinos

President

62 Rockwell Circle, Marlboro NJ 07746 732 727 5500 Fax 732 727 2288 GKFLLC@GMAIL.COM

GK FOTINOS LLC

August 6, 2014
PROPOSAL #3
Boswell Engineering

330 Phillips Avenue

South Hackensack, NJ 07606

Re: Sinatra Park Batting Cages

Dear Mr. Pomante

Following please find our proposal for the unforeseen condition and the need to redesign the sidewalk on the North side of the building.

	MATERIALS	LABOR	OTHER	TOTAL
Remove portion of the stone wall Dispose Stone off site Add 25 lf +/- curb 2 detectable warning surface pads North side of the building 2men x 7hrs x 1 days x $ 53.52	700.00	749.28	200.00	1,649.28
Cost to prepare proposal (Waived)		0.00		0.00
Labor burden @ 25% of labor (749.28 x25%) (s.s. & medicare 7.65%, sui/sdi 3.00%,fui 0.8%, average w.c 14.76%)			187.32	187.32

SUBTOTAL	**$ 1,836.60**
OVERHEAD @ 12%	220.40
PROFIT @ 10%	205.70
BOND @ 2.5%	56.60
TOTAL PROPOSAL 2	***$ 2,319.30***

Please review and let us know as soon as possible.

Regards

Stavros Fotinos

Stavros Fotinos

President

62 Rockwell Circle, Marlboro NJ 07746 732 727 5500 Fax 732 727 2288 GKFLLC@GMAIL.COM

GK FOTINOS LLC

October 1 , 2014
PROPOSAL # 4
Boswell Engineering

330 Phillips Avenue

South Hackensack, NJ 07606

Re: Sinatra Park Batting Cages

Dear Mr. Pomante

Following please find our proposal for the following unforeseen conditions as requested by the Electric and sub code officer.

	MATERIALS	LABOR	OTHER	TOTAL
Supply and install 4 RUUD lights with Automatic restrike (Electric Inspector) 1 Electric Foreman x 7hr x 98.64 1 Electric Journ x 7 hr x 80.35	745.00	1,252.93	200.00	1,997.93
Supply and install Interior Light Fixture, switch And associated wiring (Electric inspector) 1 electr journ. X 4 hr x 80.35	250.00	321.40		571.40
Supply and spread top soil and seeding At the West side courtyard, on the rear of the building And on the East side 2men x 7hrs x 1 days x $ 53.52	1,800.00	749.28		2,549.28
Cost to prepare proposal (Waived)		0.00		0.00
Labor burden @ 25% of labor (2323.61 x25%) (s.s. & medicare 7.65%, sui/sdi 3.00%,fui 0.8%, average w.c 14.76%)			580.90	580.90
SUBTOTAL				**$ 5,699.51**
OVERHEAD @ 12%				683.94
PROFIT @ 10%				638.35
BOND @ 2.5%				175.55
TOTAL PROPOSAL 4				***$ 7,197.35***

62 Rockwell Circle, Marlboro NJ 07746 732 727 5500 Fax 732 727 2288 GKFLLC@GMAIL.COM

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ___
ARCHITECT ___
CONTRACTOR ___
SURETY ___
OTHER

Bond Number SB 0607240

PROJECT: (name, address)
City of Hoboken
94 Washington Street
Hoboken, NJ 07030-4556

TO (Owner)
City of Hoboken
94 Washington Street
Hoboken NJ 07030-4556

ARCHITECT'S PROJECT NO:

CONTRACT FOR:
Sinatra Park Batting Cages
CONTRACT DATE: January 30, 2014

CONTRACTOR: GK Fotinos LLC

In accordnace with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Pennsylvania National Mutual Casualty Insurance Co
Penn National Insurance Plaza Two North Second Street
Harrisburg, PA 17105-2361 , SURETY COMPANY,

on bond of (here insert name and address of Contractor)

GK Fotinos LLC
62 Rockwell Circle
Marlboro, NJ 07746 , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Hoboken
94 Washington Street
Hoboken, NJ 07030-4556 , OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 24th day of October 2014

Pennsylvania National Mutual Casualty Insurance Co
Surety Company

Signature of Authorized Representative

BRUCE M. ALLEN, Attorney-in-Fact
Title

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFADAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 CONSENT OF SURETY COMPANY TO FINAL PAYMENT APRIL 1970 EDITION AIA R ONE PAGE
c 1970 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania 0246

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint BRUCE M. ALLEN, KAREN L. ALLEN, KENNETH C. TURNER, DIANE L. OTT, SANDRA L. GILCHRIST, JANET GROSS, GREGORY M. ALLEN, AND TRACY A. MCCURRY, ALL OF SPRINGFIELD, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TEN MILLION DOLLARS - - - - - - - - - - - - - - - ($10,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON MAY 31, 2023, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on May 6, 2013.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On May 6, 2013, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on October 24, 2014.

Vice President - Surety

78-190e (Rev 10/2012)

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

DEC 16 2014

James J. Farina
CITY CLERK

Sponsored by:

Seconded by:

7

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND RB HOLDINGS 3 CORP, OWNER OF BLOCK 159 LOT 2 (a/k/a 703 CLINTON STREET), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

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

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

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

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to RB Holdings 3 Corp, owner of Block 159 Lot 2, more commonly known as 703 Clinton Street, Hoboken, represented by Peter Slifirski, such a license.

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

1) Approval of the attached "License Agreement" between the City of Hoboken and RB Holdings 3 Corp, owner of Block 159 Lot 2, more commonly known as 703 Clinton Street, shall be subject and limited to the details and specifications included in the attached Application and Exhibits including survey, and Minervini Vandermark architectural drawings;
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

Meeting Date: December 16, 2014

Approved:
Quentin Wiest
Quentin Wiest, Business Administrator

Approved as to Form:
Mellissa Longo
Mellissa Longo, Esq., Corporation Counsel

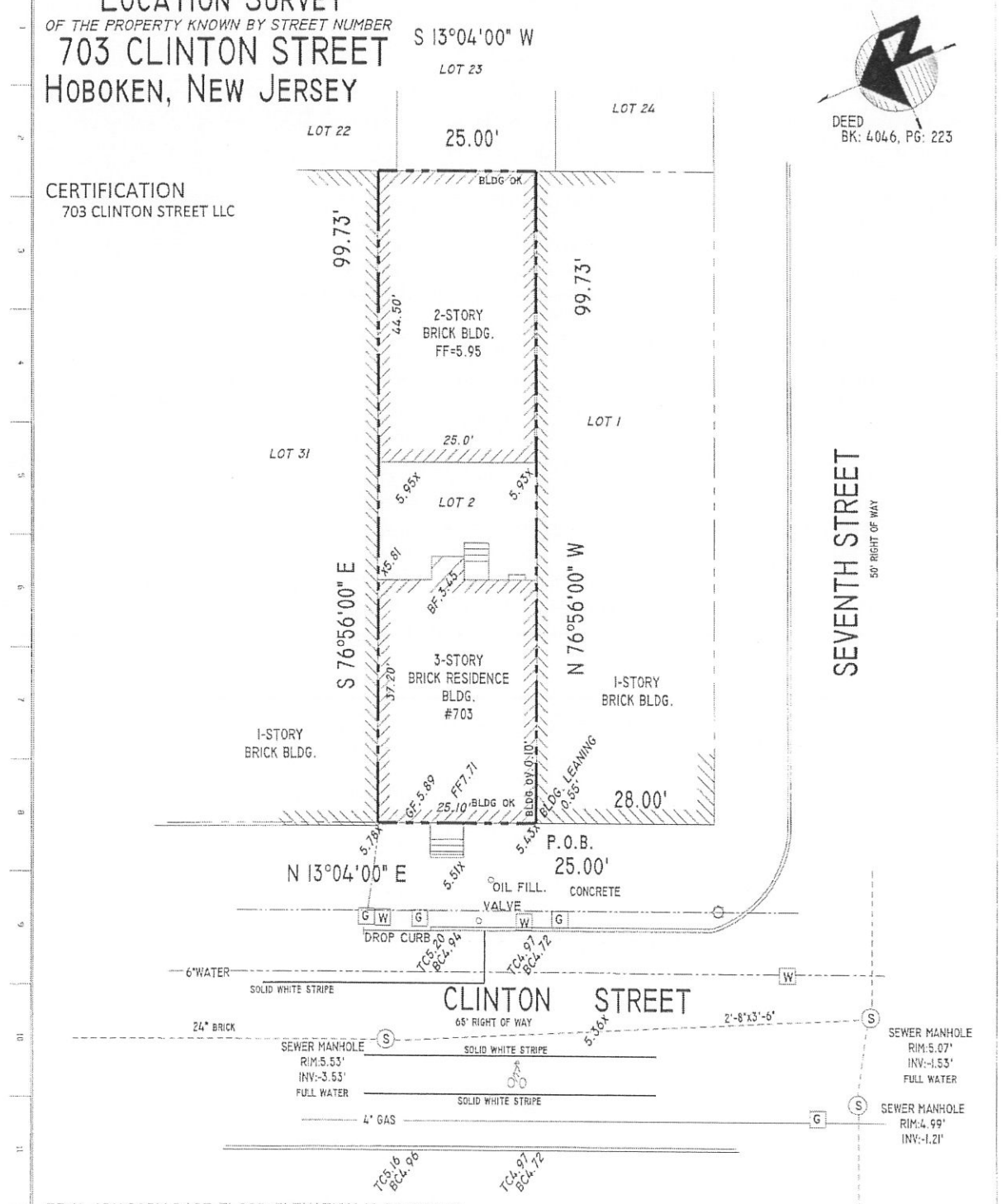
Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
Councilman Bhalla	/			
Councilwoman Castellano	/			
Councilman Cunningham	/			
Councilman Doyle	/			
Councilwoman Mason				
Councilman Mello				/
Councilman Occhipinti	/			
Councilman Russo	/			
President Giattino	/			

LOCATION SURVEY

OF THE PROPERTY KNOWN BY STREET NUMBER

703 CLINTON STREET
HOBOKEN, NEW JERSEY

CERTIFICATION
703 CLINTON STREET LLC



FEMA ADVISORY BASE FLOOD ELEVATION 12.0 NAVD 88
ADOPTED BY GOVERNOR BY EXECUTIVE ORDER IN JAN 2013.

FLOOD ZONE PANEL: 340222-106D DATE:8-16-2006 FLOOD ELEV. AE9 NAVD

NOTE ELEVATIONS ARE BASED ON NAVD 1988.

1. *THIS SURVEY IS AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, WHICH IS BASED UPON HIS KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH IT DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.*
2. *THE LOCATIONS OF THE UTILITIES SHOW HEREON ARE BASED ON OBSERVABLE SURFACE CONDITIONS AND MUNICIPAL RECORDS ONLY. THE ACTUAL LOCATIONS AND SIZES OF THESE LINES SHOULD BE CONFIRMED BY THE UTILITY PROVIDERS A "MARK-OUT" SHOULD BE PREPARED FOR THE SITE PRIOR TO ANY DESIGN OR CONSTRUCTION.*
3. *CORNER MARKER WAIVER OBTAINED FROM ULTIMATE USER PURSUANT TO THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION, N.J.A.C. 13:40-5.1(d).*

AreaSurveying LLC
71 Western Avenue Jersey City, New Jersey 07307
TEL: 201.628.1958 FAX: 201-217-7980
6-19-14
KARL E. ACHOELCH L.S. P.P. DATE:
NEW JERSEY LIC. NO. 23267
CERTIFICATE OF AUTHORIZATION NO. 24GA28161600

REVISIONS

DRAWN BY:	ATV
APPROVED BY:	KES
SURVEYED BY:	ATV
DATE:	6-13-2014
SCALE:	1"=15'
DESIGNED BY:	RB
DWG. NO.	1 OF 1
BLOCK:	2
LOT:	1&2

TOPOGRAPHIC AND BOUNDARY SURVEY

703 CLINTON STREET
CITY OF HOBOKEN
COUNTY OF HUDSON
STATE OF NEW JERSEY

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2014**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **RB HOLDINGS 3 CORP**, owner of 703 Clinton Street, Hoboken, NJ 07030, represented by Peter Slifirski, (hereinafter referred to as the **"LICENSEE"**).

WITNESSETH

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

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing a planting, installation of landscaping and refurbishing the existing stoop adjacent to the building fronting onto Clinton Street; and

WHEREAS, the area of encroachment along Clinton Street will not be altered from its existing condition, and shall not impede pedestrian egress along the block; and

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

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

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

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 159 Lot 2, to refurbish the existing stoop, and construct and landscape a new planting bed adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.

4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept if full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.

6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

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

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: RB HOLDINGS 3 CORP, owner in fee of Block 159 Lot 2, more commonly known as 703 Clinton Street, Hoboken, NJ.

Signed: _____

Printed: _____,

Peter Slefirski, Registered Agent of RB Holdings 3 Corp.
Owner of 703 Clinton Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

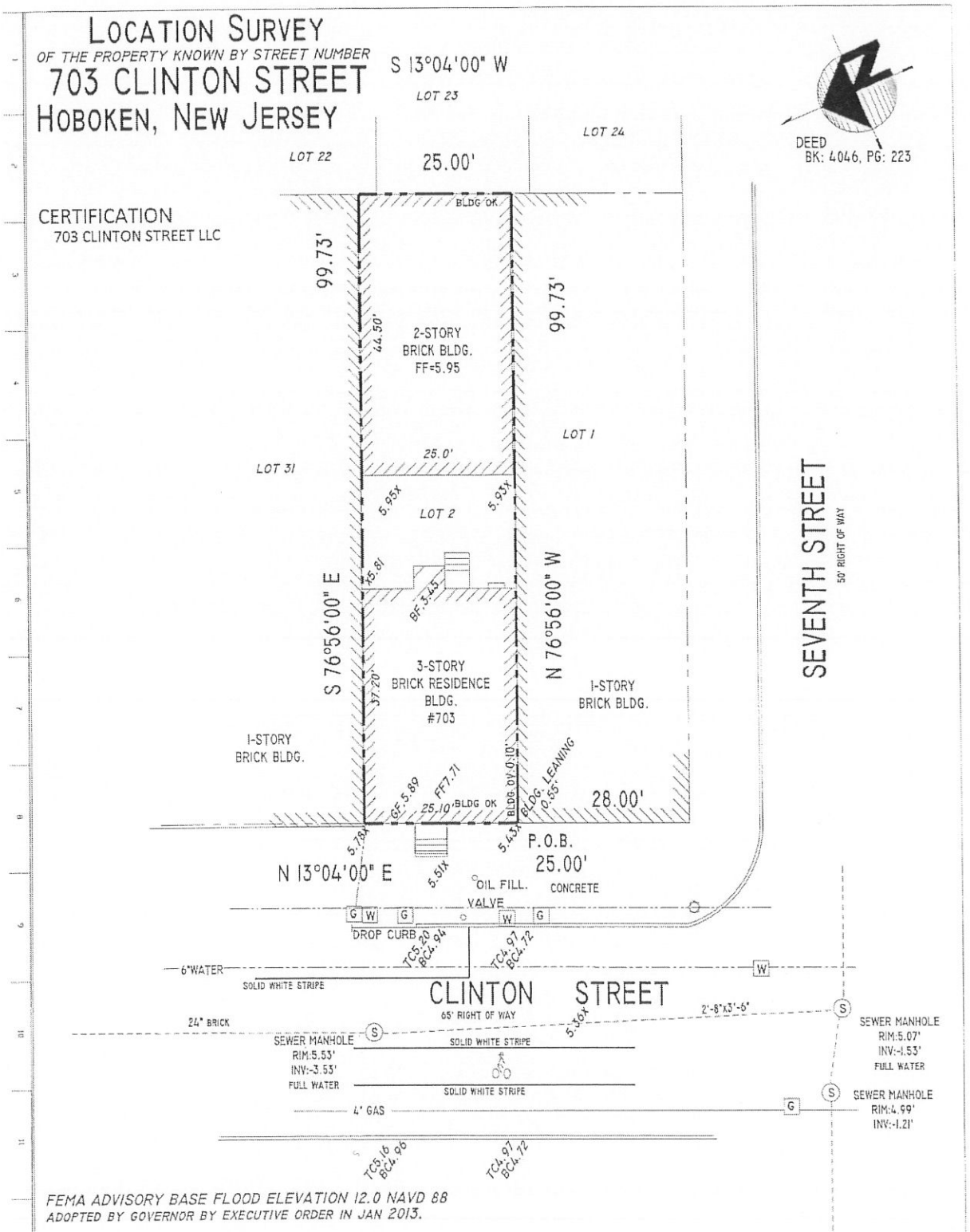
Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

LOCATION SURVEY

OF THE PROPERTY KNOWN BY STREET NUMBER

703 CLINTON STREET
HOBOKEN, NEW JERSEY



CERTIFICATION
703 CLINTON STREET LLC

FEMA ADVISORY BASE FLOOD ELEVATION 12.0 NAVD 88
ADOPTED BY GOVERNOR BY EXECUTIVE ORDER IN JAN 2013.

FLOOD ZONE PANEL: 340222-106D DATE:8-16-2006 FLOOD ELEV. AE9 NAVD

NOTE ELEVATIONS ARE BASED ON NAVD 1988.

1. THIS SURVEY IS AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, WHICH IS BASED UPON HIS KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH IT DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
2. THE LOCATIONS OF THE UTILITIES SHOW HEREON ARE BASED ON OBSERVABLE SURFACE CONDITIONS AND MUNICIPAL RECORDS ONLY. THE ACTUAL LOCATIONS AND SIZES OF THESE LINES SHOULD BE CONFIRMED BY THE UTILITY PROVIDERS. A "MARK-OUT" SHOULD BE PREPARED FOR THE SITE PRIOR TO ANY DESIGN OR CONSTRUCTION.
3. CORNER MARKER WAIVER OBTAINED FROM ULTIMATE USER PURSUANT TO THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGULATION, N.J.A.C. 13:40-5.1(d).

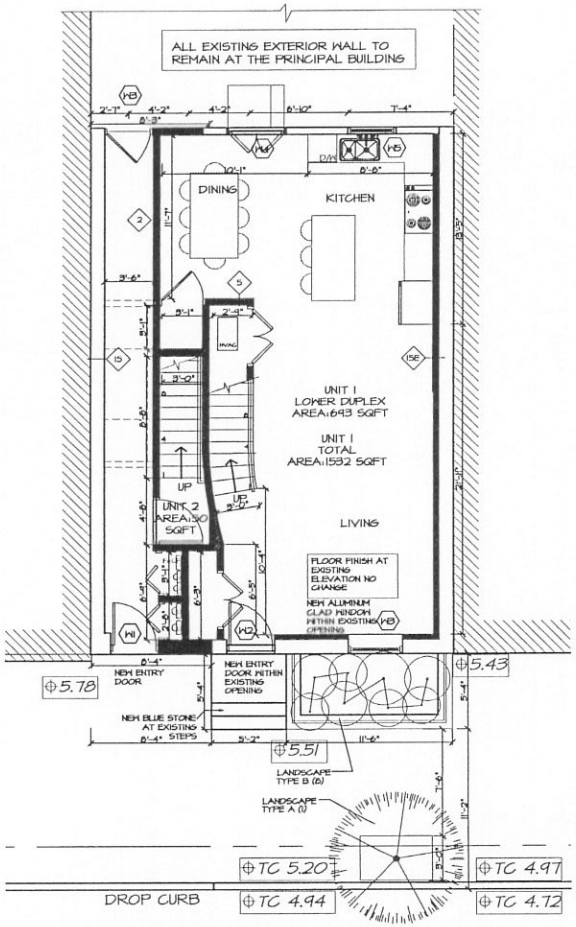
AreaSurveying LLC
71 Western Avenue Jersey City, New Jersey 07307
TEL: 201.628.1958 FAX: 201-217-7960
KARL E. SCHOELCH L.S. P.P. DATE:
NEW JERSEY LIC. NO. 20367
CERTIFICATE OF AUTHORIZATION NO. 24GA28161800

REVISIONS

DRAWN BY: ATY
CHECKED BY: KES
DATE: 6-13-2014
SCALE: 1"=15'
DESIGNER: RR
DWG. NO.: 1 OF 1
BLOCK: 2
LOT: 155

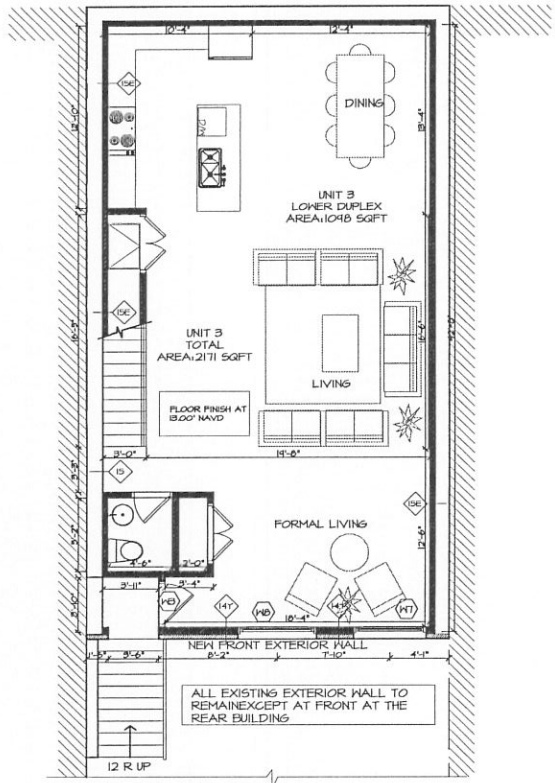
TOPOGRAPHIC AND BOUNDARY SURVEY

703 CLINTON STREET
CITY OF HOBOKEN
COUNTY OF HUDSON
STATE OF NEW JERSEY



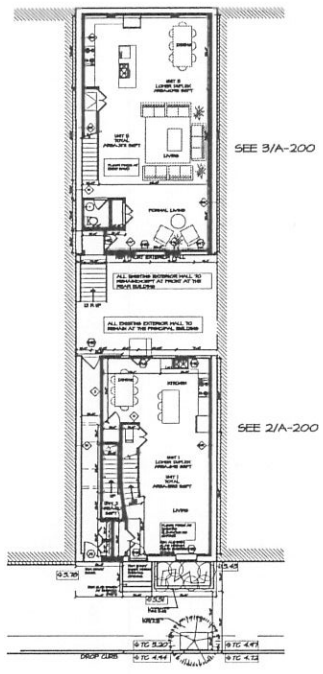
PARTIAL PROPOSED
PLAN 1ST FLOOR -PRINCIPAL BUILDING

(2) SCALE: 1/4" =1'-0"



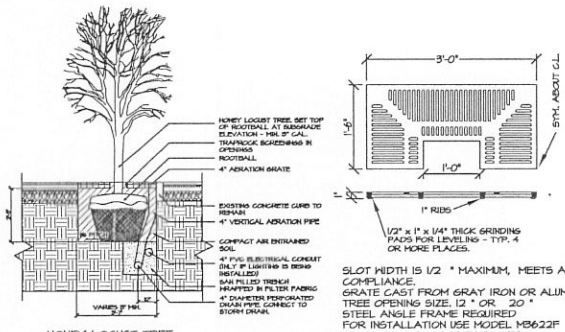
PARTIAL PROPOSED
PLAN 1ST FLOOR -REAR BUILDING

(3) SCALE: 1/4" =1'-0"



KEY PLAN
1ST FLOOR

(1) SCALE: 1/4" =1'-0"



HONEY LOCUST TREE

TYPICAL PLANTING DETAILS

SLOT WIDTH IS 1/2 " MAXIMUM, MEETS ADA COMPLIANCE.
GRATE CAST FROM GRAY IRON OR ALUMINUM
TREE OPENING SIZE, 12 " OR 20 "
STEEL ANGLE FRAME REQUIRED
FOR INSTALLATION USE MODEL M3622F
OUTER FRAME DIM. IS 3/4" ± 1/8"
GREATER THAN GRATE. .

TREE GRATE DETAIL

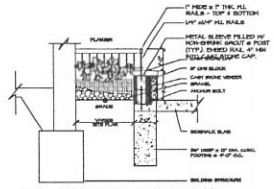
LANDSCAPING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	NOTES
A	ALBIZZIA TRIACANTHOS	HONEY LOCUST	A SMALL, THORNY TREE WITH FINELY CUT LEAVES & SWEETISH FLOWERS GROWING IN DENSE SPROUTS.
B	JUNIPERUS CONFERTA	SHORE JUNIPER	

SHADE TREE COMMISSION NOTES:
ABOVE TREES ARE IN ACCORDANCE WITH SHADE TREE COMMISSION RECOMMENDATIONS

TREE PITS TO BE MINIMUM 8'-0" X 8'-0" AND RECOMMENDED TO EXTEND TO 5'-0" IN WIDTH OR POSSIBLE) WITH THE LONGER WIDTH PARALLEL TO THE CURB. INSTALL GATOR BAGS ON EACH TREE AND KEEP BAGS FILL. TREES TO BE WATERED FREQUENTLY FOR FIRST YEAR AFTER PLANTING.

TYPICAL LANDSCAPING NOTES:
1. PLANTING DETAILS ARE TYPICAL. LANDSCAPING CONTRACTOR RESPONSIBLE FOR SELECTING APPROPRIATE PLANTING METHODS, TYP FOR ALL PLANTS & TREES.
2. THE REAR YARD TO BE DRAINED NATURALLY WITH USE OF LIGHT SOILS.
3. THE CONCRETE PAVER PATIO AREA TO SLOPE DOWN TOWARDS THE SEEDED AREA FOR DRAINAGE PURPOSES.
4. IRRIGATION SYSTEM TO BE DETERMINED BY OWNER.



PLANTER DETAIL

Minervini Vandermar
Architecture

Minervini Vandermark, LL
360 Fourteenth Street
Hoboken, New Jersey 07030
tel. 201-386-0637
fax 201-386-0628
www.mvarchitecture.com

Frank J. Minervini, AIA
NJ License # 12576
NY License # 03-0297-63

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

#	Date	Issue
1	7/01/14	Zoning Comm.
1	6/25/14	Zoning Sub

Project Number	14-1174
Drawn by	SS
Checked by	FJM, ACV
Scale	As Noted

Applicant:
RED BRIDGE HOMES

Project Address:
703 CLINTON STREET
BLOCK 159, LOT 2
HOBOKEN, NJ

Project Description:
INTERIOR ALTERATION OF EXISTING 3 STORY MAIN BUILDING AND EXISTING 2 STORY ACCESSORY BUILDING AT REAR

Sheet Title
PROPOSED PLAN DETAILS

A-200

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

DEC 16 2014

CITY CLERK

9

Sponsored By:

Seconded By:

CITY OF HOBOKEN, NEW JERSEY

RESOLUTION NO. ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 58:11B-9(a) AND N.J.S.A. 40A:2-26(e)

BACKGROUND

WHEREAS, the City Council of the City of Hoboken, County of Hudson, New Jersey ("City"), desires to make application to the New Jersey Local Finance Board for its approval of the City's 2015 New Jersey Environmental Infrastructure Trust financing pursuant to: (i) N.J.S.A. 58:11B-9(a); and (ii) N.J.S.A. 40A:2-26(e); and

WHEREAS, the City believes:

(a) it is in the public interest to accomplish such purpose;

(b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;

(c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and

(d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:

Section 1. The application to the New Jersey Local Finance Board is hereby approved, and the City's Bond Counsel, Solicitor, Financial Advisor, Consulting Engineer and Auditor along with other representatives of the City, are hereby authorized to prepare such application and to represent the City in matters pertaining thereto.

Section 2. The City Clerk is hereby directed to prepare and file a copy of this resolution with the New Jersey Local Finance Board as part of such application.

Section 3. The New Jersey Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey law.

Date of Adoption: December 16, 2014

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

The foregoing is a true copy of a resolution adopted by the City Council on December 16, 2014.

JAMES J. FARINA, RMC, City Clerk

[SEAL]

Quentin West
BUSINESS ADMINISTRATOR

Melissa Lorber
Corporation Counsel
As to form

(PART I)

ID# 22-6001993

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD
APPLICATION CERTIFICATION

The City of Hoboken

I, Quentin Wiest, Business Administrator of the City of Hoboken

DO HEREBY DECLARE:

That the documents submitted herewith and the statements herein are true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board approved by the governing body of the City of Hoboken on December 16, 2014.

Quentin Wiest
(signature)

ATTEST:

12-10-14
(date)

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: DEC 16 2014

Introduced by: 10
Seconded by:

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED LICENSE AGREEMENT BETWEEN THE COUNTY OF HUDSON AND THE CITY OF HOBOKEN

WHEREAS, the City wishes to enter into the attached license agreement with the County, for placement of accessories such as bike corrals within the County right of way, in accordance with the attached agreement; and

WHEREAS, certification of funds is not required for this resolution.

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached license agreement with the County, for placement of accessories such as bike corrals within the County right of way, in accordance with the attached agreement; 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 to effectuate execution of the agreement, for any other necessary 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: December 16, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

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

SCHEDULE A

City of Hoboken License Areas on County Streetways

Name of Street	Side	Location
First Street	South	Beginning at a point 10 feet west of the westerly curbline of Hudson Street and extending 25 feet westerly therefrom
Hudson Street	West	Beginning at a point 180 feet north of the northerly curbline of Observer Highway and extending 50 feet northerly therefrom
Park Avenue	East	Beginning at a point 10 feet south of the southerly curbline of Ninth Street and extending 25 feet southerly therefrom

LICENSE AGREEMENT

AGREEMENT made this day of November, 2014 between the COUNTY OF HUDSON, located at 567 Pavonia Avenue, Jersey City, New Jersey 07306 (the "County") and the CITY OF HOBOKEN, located at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (the "City").

WHEREAS, the area located in the City, which is depicted on the attached Schedule A (the "Area"), is a County right of way; and

WHEREAS, the City has expressed the desire to receive a license from the County to allow Hoboken to use the Area for public purposes; and

WHEREAS, the County has no objection to granting a license to the City for the use of the Area by Hoboken, provided it is for public purposes (the "License"); and

WHEREAS, the parties wish to set forth the terms and the conditions governing the use of the use of the Area by the City; and

WHEREAS, the City and the County believe it is in the best interests of the residents of Hudson County to enter into this License Agreement.

NOW THEREFORE, FOR ONE DOLLAR 00/100 ($1.00) AND OTHER GOOD AND OTHER VALUABLE CONSIDERATION, IT IS STIPULATED AND AGREED AS FOLLOWS:

1. *Use of Area.* The City agrees that it shall use the Area only for purposes that benefit the residents of the City and the County. The City agrees that prior to using the Area it shall provide written notification to the County. Unless the County objects in writing within twenty (20) days of receipt of the notification, the City will be permitted to use the Area as stated in its notification.

2. *Nature of use of Area and duration of License.* The right of the City to use the Area shall be as a licensee and shall not vest any legal title to or leasehold interest in the Area. The License shall continue until it is terminated by the County. The County shall have the right to revoke the License at any time upon thirty (30) days written notification to the City.

3. *Compliance with applicable laws and regulations.* The City will be responsible to insure that its use of the Area shall at all times be in compliance with all applicable governmental laws, rules, ordinances and regulations.

4. *Restoration of Area.* Upon termination of the License, the City shall restore the Area to a vacant condition free of any improvements or attachments.

5. *Notices.* All notices required to be provided by the terms of this Agreement, unless changed by the parties in writing, shall be provided as follows:

To the County:

Office of the County Administrator
County Annex
567 Pavonia Avenue
Jersey City, New Jersey 07306

Copy to:

Office of the Hudson County Counsel
County Annex
567 Pavonia Avenue
Jersey City, New Jersey 07306

To the City:

Office of the Mayor
City Hall
94 Washington Street
Hoboken, New Jersey 07030

Copy to:

Office of the Corporation Counsel
City Hall
Newark Street and Washington Street
Hoboken, New Jersey 07030

The manner of delivery shall be by overnight mail or by an overnight delivery service such as UPS or FedEx, hand delivery with proof of receipt or by certified mail return receipt requested.

6. *Indemnification.* It is the intent of the parties that the County shall have no liability or responsibility in connection with the use of the Area by the City pursuant to the terms of this Agreement. Consequently, the City shall indemnify and hold harmless the County from any costs, including the costs of reasonable attorney's fees, incurred by the County in defense of any claims made against the County; losses suffered by the County; damages incurred by the County; and/or liability imposed against the County because of the use of the Area by the City or by the acts or omissions of the City, its agents, servants, employees, contractors or invitees arising out of the use of the Area by the City.

7. *Defense of County.* In the event that a lawsuit or other action is instituted against the County concerning the use of Area by the City, the City shall assume the defense of that lawsuit or other action and indemnify the County from any liability which may result from that lawsuit or other action.

8. *Attorney fees and costs.* In the event that either party is required to institute legal action in order to enforce any term or provision of this Agreement, then, in addition to any other relief to which a party shall be entitled to receive, the prevailing party shall also receive an award of reasonable attorney fees and costs against the non-prevailing party.

9. *Representations by County.* The City acknowledges that the County has made no representation as to the ability of the City to use the Area for the purposes it envisions. The City enters into this Agreement fully aware that its use of the Area is not authorized by the County unless such is compliant with Section 3 herein.

10. *Representatives of City and County.* The City shall provide in writing to the County the names of two (2) authorized representatives of the City who shall be responsible to oversee the adherence to the terms and conditions of this Agreement by the City. The County shall provide in writing to the City the names of two (2) authorized representatives who the City may contact in the event that any issues arise relating to the terms and conditions of this Agreement.

11. *Fee for Agreement.* The County agrees that for so long as the City uses the Area for public purposes then there shall be no fee to be paid to the County for the use of the Area. The City shall not use the Area in any way which results in the generation of revenue by the City without the approval of the County. In the event that the City intends to use the Area in such a way that revenue will be generated to the City then the City shall first confer with the County and get the approval of the County for that fee generating activity.

12. *Entire Agreement.* This Agreement is the entire agreement between the parties and it may not be orally modified. If one or more of the provisions or terms contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, terms or provisions shall remain in full force and effect.

13. *Applicable law.* This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey. Any legal action for enforcement or for any other legal issue relating to this Agreement shall be instituted in the Superior Court of New Jersey located in Hudson County.

14. *Approval and authority.* This Agreement has been approved by a Resolution of the Hudson County Board of Chosen Freeholders, as to the County, and the Hoboken

City Council, as to the City. A copy of the Resolution of the County and City are attached hereto as Schedule B.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date written below.

ATTTEST

COUNTY OF HUDSON

_____

ALBERTO SANTOS
CLERK TO BOARD OF
HUDSON COUNTY FREEHOLDERS

By_____

THOMAS A. DEGISE
HUDSON COUNTY EXECUTIVE

DATE:

_____

ATTEST

CITY OF HOBOKEN

_____

JAMES FARINA
CLERK OF CITY OF HOBOKEN

By_____

DAWN ZIMMER
MAYOR OF CITY OF HOBOKEN

DATE:

_____

BOARD OF CHOSEN FREEHOLDERS 25

COUNTY OF HUDSON

RESOLUTION

No. 701-12-2014

On Motion of Freeholder Romano
Seconded by Freeholder Maldonado

AUTHORIZING AN AGREEMENT WITH THE CITY OF HOBOKEN AND THE COUNTY OF HUDSON TO USE A PORTION OF COUNTY RIGHTS OF WAY IN HOBOKEN FOR PUBLIC USE

WHEREAS, the County of Hudson (herein referred to as "County") is the owner of various rights of way in the City of Hoboken (herein referred to as "Hoboken"), which include public roadways such as First Street, Hudson Street and Park Avenue; and

WHEREAS, Hoboken has petitioned the County for permission to use the County rights of way for a public purpose; and

WHEREAS, the County has no objection to granting a license to Hoboken for the use of the Area, provided said use is limited to a public purpose; and

WHEREAS, Hoboken shall enter into a license agreement with the County with terms which include but are not limited to, indemnifying the County in connection with the permission granted herein; and

WHEREAS, the permission to use the County's rights of ways shall not relieve Hoboken of the responsibility or obligation to obtain all necessary State, County and/or Municipal permits; and

WHEREAS, the County Engineer has reviewed this matter and has no objection to the grant of permission set forth herein; and

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

1. The aforesaid recitals are incorporated therein as though fully set forth at length.

2. The Board hereby authorizes the County Executive Thomas A. DeGise, or County Administrator Abraham Antun, or Deputy Administrator Laurie Cotter, or their lawfully appointed designee, and to execute any and all documents, and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

3. This resolution shall take effect immediately.

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

RESOLUTION

No.

On Motion of Freeholder
Seconded by Freeholder

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	/				Rivas	/			
DiDomenico	/				Romano	/			
Dublin	/				Maldonado	/			
Liggio	/				Chairperson Munoz				/
O'Dea	/								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 11 day of December A.D. 2014, the foregoing resolution was adopted with 8 members voting in the affirmative and 0 in the negative.

_____, Clerk

APPROVED AS TO LEGAL FORM

BY: _____

DONATO J. BATTISTA
HUDSON COUNTY COUNSEL

Source: Law
AV/pcc

LICENSE AGREEMENT

AGREEMENT made this day of December, 2014 between the COUNTY OF HUDSON, located at 567 Pavonia Avenue, Jersey City, New Jersey 07306 (the "County") and the CITY OF HOBOKEN, located at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (the "City").

WHEREAS, the area located in the City, which is depicted on the attached Schedule A (the "Area"), is a County right of way; and

WHEREAS, the City has expressed the desire to receive a license from the County to allow Hoboken to use the Area for public purposes; and

WHEREAS, the County has no objection to granting a license to the City for the use of the Area by Hoboken, provided it is for public purposes (the "License"); and

WHEREAS, the parties wish to set forth the terms and the conditions governing the use of the use of the Area by the City; and

WHEREAS, the City and the County believe it is in the best interests of the residents of Hudson County to enter into this License Agreement.

NOW THEREFORE, FOR ONE DOLLAR 00/100 ($1.00) AND OTHER GOOD AND OTHER VALUABLE CONSIDERATION, IT IS STIPULATED AND AGREED AS FOLLOWS:

1. *Use of Area.* The City agrees that it shall use the Area only for purposes that benefit the residents of the City and the County. The City agrees that prior to using the Area it shall provide written notification to the County. Unless the County objects in writing within twenty (20) days of receipt of the notification, the City will be permitted to use the Area as stated in its notification.

2. *Nature of use of Area and duration of License.* The right of the City to use the Area shall be as a licensee and shall not vest any legal title to or leasehold interest in the Area. The License shall continue until it is terminated by the County. The County shall have the right to revoke the License at any time upon thirty (30) days written notification to the City.

3. *Compliance with applicable laws and regulations.* The City will be responsible to insure that its use of the Area shall at all times be in compliance with all applicable governmental laws, rules, ordinances and regulations.

4. *Restoration of Area.* Upon termination of the License, the City shall restore the Area to a vacant condition free of any improvements or attachments.

5. *Notices.* All notices required to be provided by the terms of this Agreement, unless changed by the parties in writing, shall be provided as follows:

To the County:

Office of the County Administrator
County Annex
567 Pavonia Avenue
Jersey City, New Jersey 07306

Copy to:

Office of the Hudson County Counsel
County Annex
567 Pavonia Avenue
Jersey City, New Jersey 07306

To the City:

Office of the Mayor
City Hall
94 Washington Street
Hoboken, New Jersey 07030

Copy to:

Office of the Corporation Counsel
City Hall
94 Washington Street
Hoboken, New Jersey 07030

The manner of delivery shall be by overnight mail or by an overnight delivery service such as UPS or FedEx, hand delivery with proof of receipt or by certified mail return receipt requested.

6. *Indemnification.* It is the intent of the parties that the County shall have no liability or responsibility in connection with the use of the Area by the City pursuant to the terms of this Agreement. Consequently, the City shall indemnify and hold harmless the County from any costs, including the costs of reasonable attorney's fees, incurred by the County in defense of any claims made against the County; losses suffered by the County; damages incurred by the County; and/or liability imposed against the County because of the use of the Area by the City or by the acts or omissions of the City, its agents, servants, employees, contractors or invitees arising out of the use of the Area by the City.

7. *Defense of County.* In the event that a lawsuit or other action is instituted against the County concerning the use of Area by the City, the City shall assume the defense of that lawsuit or other action and indemnify the County from any liability which may result from that lawsuit or other action.

8. *Attorney fees and costs.* In the event that either party is required to institute legal action in order to enforce any term or provision of this Agreement, then, in addition to any other relief to which a party shall be entitled to receive, the prevailing party shall also receive an award of reasonable attorney fees and costs against the non-prevailing party.

9. *Representations by County.* The City acknowledges that the County has made no representation as to the ability of the City to use the Area for the purposes it envisions. The City enters into this Agreement fully aware that its use of the Area is not authorized by the County unless such is compliant with Section 3 herein.

10. *Representatives of City and County.* The City shall provide in writing to the County the names of two (2) authorized representatives of the City who shall be responsible to oversee the adherence to the terms and conditions of this Agreement by the City. The County shall provide in writing to the City the names of two (2) authorized representatives who the City may contact in the event that any issues arise relating to the terms and conditions of this Agreement.

11. *Fee for Agreement.* The County agrees that for so long as the City uses the Area for public purposes then there shall be no fee to be paid to the County for the use of the Area. The City shall not use the Area in any way which results in the generation of revenue by the City without the approval of the County. In the event that the City intends to use the Area in such a way that revenue will be generated to the City then the City shall first confer with the County and get the approval of the County for that fee generating activity.

12. *Entire Agreement.* This Agreement is the entire agreement between the parties and it may not be orally modified. If one or more of the provisions or terms contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, terms or provisions shall remain in full force and effect.

13. *Applicable law.* This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey. Any legal action for enforcement or for any other legal issue relating to this Agreement shall be instituted in the Superior Court of New Jersey located in Hudson County.

14. *Approval and authority.* This Agreement has been approved by a Resolution of the Hudson County Board of Chosen Freeholders, as to the County, and the Hoboken

City Council, as to the City. A copy of the Resolution of the County and City are attached hereto as Schedule B.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date written below.

ATTTEST

COUNTY OF HUDSON

_____

By_____

ALBERTO SANTOS
CLERK TO BOARD OF
HUDSON COUNTY FREEHOLDERS

THOMAS A. DEGISE
HUDSON COUNTY EXECUTIVE

DATE:

_____

ATTEST

CITY OF HOBOKEN

_____

By_____

JAMES FARINA
CLERK OF CITY OF HOBOKEN

DAWN ZIMMER
MAYOR OF CITY OF HOBOKEN

DATE:

_____

SCHEDULE A

City of Hoboken License Areas on County Streetways

Name of Street	Side	Location
First Street	South	Beginning at a point 10 feet west of the westerly curbline of Hudson Street and extending 25 feet westerly therefrom
Hudson Street	West	Beginning at a point 180 feet north of the northerly curbline of Observer Highway and extending 50 feet northerly therefrom
Park Avenue	East	Beginning at a point 10 feet south of the southerly curbline of Ninth Street and extending 25 feet southerly therefrom

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

DEC 16 2014

CITY CLERK

SPONSORED:
SECONDED:

~~CITY~~ OF HOBOKEN
RESOLUTION NO. __

RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS FOR RESIDENTIAL COMPOSTING SERVICES FOR THE CITY OF HOBOKEN FOR UP TO FIVE (5) YEARS

WHEREAS, the City of Hoboken seeks to contract for residential composting services for the City, 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 such services are otherwise exempt from bidding under N.J.S.A. 40A:11-5(5), pursuant to N.J.S.A. 40A:11-4.1(i); and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1(i), shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for residential composting service for the City for a period up to five (5) years.

Meeting date: December 16, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
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: DEC 16 2014

14

Introduced by:
Seconded by:

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION REJECTING A BID FOR THE PROVISIONS OF BACKUP GENERATORS, OTHERWISE KNOWN AS BID NO. 14-10, IN ACCORDANCE WITH N.J.S.A. 40A:11-13.2(D)

WHEREAS, proposals were received for the provisions of the contractors services for the backup generators, as specified in Bid Number 14-10; and,

WHEREAS, the Administration has decided to substantially revise the specifications for the goods or services; and,

WHEREAS, as a result, the Purchasing Agent recommends that the City Council of the City of Hoboken reject all bid submissions for the provision under Bid No. 14-10, pursuant to N.J.S.A. 40A:11-13.2(d).

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken hereby rejects all bid proposals submitted for the provision under Bid No. 14-10, pursuant to N.J.S.A. 40A:11-13.2(d); and,

BE IT FURTHER RESOLVED that the City Council authorizes the Administration to take any and all steps necessary to properly revise and rebid, and, thereafter, contract for the provisions necessary for the contractor services for backup generators.

MEETING: December 16, 2014

REVIEWED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

EI
ASSOCIATES
ARCHITECTURE
ENGINEERING
CONSTRUCTION

8 RIDGEDALE AVENUE
CEDAR KNOLLS, NJ 07927
www.eiassociates.com
TELEPHONE (973) 775-7777
FACSIMILE (973) 775-7770
E-MAIL: info@eiassociates.com

11 December 2014
EG7452.01

Via Email [Adineros@hobokennj.gov]

City of Hoboken
Division of Purchasing
94 Washington Street
Hoboken, NJ 07030

Reference: Emergency Generators 7 Buildings
Bid Number: 14-10

Subject: Construction Bid Analysis

Dear Mr. Dineros:

We have reviewed the four bids received for bid number 14-10.

The two contractor low bids for the City of Hoboken Generator Project are classified by the NJ Division of Property Management and Construction (NJDPMC) as C009 General Construction (Daskal) and C039 HVAC (Envirocon).

EI Associates recommends that the prime contractor for this project be classified by the NJDPMC as C047 Electrical.

EIA further recommends that the bid documents be substantially revised to indicate the prime contractor for the above referenced project be classified by the NJDPMC as C047 and the project be re-issued for bid.

Very truly yours,

EI ASSOCIATES

Russell Meyer
Project Manager

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: December 12, 2014

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Reject All Bid Proposal for Bid 14 – 10
Procurement and Installation of Seven (7) Back-Up Generators

In accordance with N.J.S.A 40A:11-13.2.d, all bid proposals from four (4) bidders will be rejected.

Based on the recommendations from, EI Associates, the engineering consultant hired by the City, I concurred on revising the specification and the project will be re-advertise and rebid at a future date.

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

CITY CLERK

Introduced by: _____ 15
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION APPOINTING BENJAMIN CHOI, ESQ. AS CHIEF MUNICIPAL PROSECUTOR FOR THE CITY OF HOBOKEN FOR THE 2015 CALENDAR YEAR, AND AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH BENJAMIN CHOI, ESQ. FOR SERVICES AS CHIEF MUNICIPAL PROSECUTOR FOR A ONE (1) YEAR TERM TO COMMENCE ON JANUARY 1, 2015 AND TERMINATE ON DECEMBER 31, 2015 WITH A NOT TO EXCEED AMOUNT OF $35,000.00

WHEREAS, the City of Hoboken requires the services of a municipal prosecutor and alternate municipal prosecutors, and N.J.S.A. 2B:25-1 et seq. defines the procedure for appointment of municipal prosecutors; and,

WHEREAS, the Mayor has presented to the Council Benjamin Choi, Esq. for consideration to the position of chief municipal prosecutor for the 2015 calendar year; and,

WHEREAS, Benjamin Choi, Esq. responded to the City of Hoboken's Request for Qualifications for the position of Municipal Prosecutor, and his appointment shall be subject to the Request for Qualifications and his accompanying proposal to the extent same are not inconsistent with the terms in the within Resolution; and,

WHEREAS, Benjamin Choi, Esq.'s proposal was submitted and reviewed in compliance with Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), which requires use of the fair and open process for Professional Service contracts; and,

WHEREAS, Benjamin Choi, Esq. shall be required to comply with all local, state and federal laws regarding pay-to-play and public contracting, as well as any local, state or federal laws regarding contributions and reporting; and,

WHEREAS, the appointment is approved as a professional service contract, the appointee shall be considered a per-diem non-employee, the appointee shall be entitled to $325.00 per court session in lieu of any and all other fees and benefits; in addition, if any additional work is directed by the Corporation Counsel or other appropriate official of the City Administration, the individual will receive a maximum hourly rate of $150.00/hour for attorney services as directed, with no additional fees or charges allowed; and, accordingly, the appointee is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like;

WHEREAS, the City Council hereby assents to the Mayor's suggestion that Benjamin Choi, Esq. be appointed to the position of chief municipal prosecutor for the 2015 calendar year with an appropriation in the amount not to exceed Thirty Five Thousand Dollars ($35,000.00);

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $35,000.00 will be available in the following appropriation 5 0120155031 in the temporary CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2015 budget and/or temporary budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, **George DeStefano, CFO**

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, County of Hudson, hereby accepts the appointment of Benjamin Choi, Esq. as the City of Hoboken chief municipal prosecutor for the 2015 calendar year, and authorizes an accompanying professional service contract in an amount not to exceed Thirty Five Thousand Dollars ($35,000.00); and,

BE IF FURTHER RESOLVED that a professional services contract be authorized with Benjamin Choi, Esq. for the services of chief municipal prosecutor from January 1, 2015 through December 31, 2015, which shall include the following terms:

1. The Chief Municipal Prosecutor/Municipal Prosecutor shall appear at least thirty minutes prior to every Municipal Court session, as needed and as requested by the Corporation Counsel.
2. The Municipal Court Sessions are generally scheduled for every Tuesday at 9:00 a.m., and 6:00 p.m., every Wednesday at 9:00 a.m. and every Thursday at 9:00 a.m. unless the Court is closed.
3. The Chief Municipal Prosecutor/ Municipal Prosecutor is also required to appear for a special session on a Monday or Friday if either one of the two Municipal Court Judges calls a special session and the Corporation Counsel requests the prosecutor's presence.
4. The Chief Municipal Prosecutor/Municipal Prosecutor shall contact the Corporation Counsel to arrange for any necessary additional alternate municipal court prosecutor(s) for services upon the sickness, vacation or other absence of the City's regular Municipal Prosecutor. The municipal prosecutors may also be contacted by the Corporation Counsel to provide prosecuting services when conflicts arise which prevent the regular prosecutors from performing their duties to the City on a case specific basis.

BE IT FURTHER RESOLVED Benjamin Choi, Esq. shall be considered a per-diem non-employee, shall be entitled to $325.00 per court session in lieu of any and all other fees and benefits; in addition, if any additional work is directed by the Corporation Counsel or other appropriate official of the City Administration, the individual will receive a maximum hourly rate of $150.00/hour for attorney services as directed, with no additional fees or charges allowed; and, accordingly, is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like; and,

BE IT FURTHER RESOLVED that this appointment and accompanying contract be for a one (1) year term to commence on January 1, 2015 and expire on December 31, 2015; and,

BE IT FURTHER RESOLVED Benjamin Choi, Esq. shall be required to comply with all local, state and federal laws regarding pay-to-play and public contracting, as well as any local, state or federal laws regarding contributions and reporting; 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 for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Meeting date: December 16, 2014

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
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: DEC 16 2014

CITY CLERK

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION APPOINTING ESTHER MILSTED, ESQ. AS CHIEF MUNICIPAL PUBLIC DEFENDER FOR THE CITY OF HOBOKEN FOR THE 2015 CALENDAR YEAR, AND AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH ESTHER MILSTED, ESQ. FOR SERVICES AS CHIEF MUNICIPAL PUBLIC DEFENDER FOR A ONE (1) YEAR TERM TO COMMENCE ON JANUARY 1, 2015 AND TERMINATE ON DECEMBER 31, 2015 WITH A NOT TO EXCEED AMOUNT OF $20,000.00

WHEREAS, the City of Hoboken requires the services of a municipal public defender; and,

WHEREAS, the Mayor has presented to the Council Esther Milsted, Esq. for consideration to the position of chief municipal public defender for the 2015 calendar year; and,

WHEREAS, Esther Milsted, Esq. responded to the City of Hoboken's Request for Qualifications for the position of Municipal public defender, and the appointment shall be subject to the Request for Qualifications and the accompanying proposal to the extent same are not inconsistent with the terms in the within Resolution; and,

WHEREAS, Esther Milsted, Esq.'s proposal was submitted and reviewed in compliance with Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), which requires use of the fair and open process for Professional Service contracts; and,

WHEREAS, Esther Milsted, Esq. shall be required to comply with all local, state and federal laws regarding pay-to-play and public contracting, as well as any local, state or federal laws regarding contributions and reporting; and,

WHEREAS, the appointment is approved as a professional service contract, the appointee shall be considered a per-diem non-employee, the appointee shall be entitled to $275.00 per court session in lieu of any and all other fees and benefits; in addition, if any additional work is directed by the Corporation Counsel or other appropriate official of the City Administration, the individual will receive a maximum hourly rate of $150.00/hour for attorney services as directed, with no additional fees or charges allowed; and, accordingly, the appointee is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like;

WHEREAS, the City Council hereby assents to the Mayor's suggestion that Esther Milsted, Esq. be appointed to the position of chief municipal public defender for the 2015 calendar year with an appropriation in the amount not to exceed Twenty Thousand Dollars ($20,000.00);

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 will be available in the following appropriation 50120155031 in the temporary CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2015 budget and/or temporary budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, County of Hudson, hereby accepts the appointment of Esther Milsted, Esq. as the City of Hoboken chief municipal public defender for the 2015 calendar year, and authorizes an accompanying professional service contract in an amount not to exceed Twenty Thousand Dollars ($20,000.00); and,

BE IF FURTHER RESOLVED that a professional services contract be authorized with Esther Milsted, Esq. for the services of chief municipal public defender from January 1, 2015 through December 31,

2015, which shall include the following terms:

1. The Municipal Public Defenders shall appear at least thirty minutes prior to every Municipal Court session.
2. The Municipal Court Sessions are generally scheduled for every Tuesday at 9:00 a.m., and 6:00 p.m., every Wednesday at 9:00 a.m. and every Thursday at 9:00 a.m. unless the Court is closed.
3. The Municipal Public Defenders is also required to appear for a special session on a Monday or Friday if one of the two Municipal Court Judges calls a special session.
4. The Municipal Public Defenders shall contact and arrange for the appointed alternate municipal court public defender(s) for services upon the sickness, vacation or other absence of the scheduled Municipal Public Defender. The alternate public defenders may also be contacted by the Chief Municipal Public Defender to provide services when conflicts arise which prevent the regular public defender from performing their duties to the City on a case specific basis.

BE IT FURTHER RESOLVED Esther Milsted, Esq. shall be considered a per-diem non-employee, shall be entitled to $275.00 per court session in lieu of any and all other fees and benefits; in addition, if any additional work is directed by the Corporation Counsel or other appropriate official of the City Administration, the individual will receive a maximum hourly rate of $150.00/hour for attorney services as directed, with no additional fees or charges allowed; and, accordingly, is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like; and,

BE IT FURTHER RESOLVED that this appointment and accompanying contract be for a one (1) year term to commence on January 1, 2015 and expire on December 31, 2015; and,

BE IT FURTHER RESOLVED Esther Milsted, Esq. shall be required to comply with all local, state and federal laws regarding pay-to-play and public contracting, as well as any local, state or federal laws regarding contributions and reporting; 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 for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Meeting date: December 16, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
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:

DEC 16 2014

Introduced by: 22
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :___

CITY CLERK

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH SCHENCK, PRICE, SMITH, & KING LLP AS SPECIAL LEGAL COUNSEL- GENERAL LITIGATION COUNSEL TO THE CITY OF HOBOKEN TO COMMENCE DECEMBER 11, 2014 AND EXPIRE DECEMBER 10, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF $10,000.00

WHEREAS, the City of Hoboken ("City") has completed the project known as Castle Park and Sinatra Park Waterfront Walkway Reconstruction Project ("Project"); and,

WHEREAS, Scafar Contracting, Inc. ("Scafar"), the Project contractor, has submitted various claims in connection with their delivery of construction services for said Project, which claims have been evaluated by the City's Engineer, Boswell Engineering; and,

WHEREAS, the City, Boswell, and Scafar have made an effort to negotiate said claims to final settlement, which effort has not been successful; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-50 and the Project specifications, disputes must be submitted to non-binding mediation, as a precursor to submission of the matter to a Court for adjudication; and

WHEREAS, the City has received a letter dated October 3, 2014 from Cohen Seglias Pallas Greenhall and Furman PC requesting mediation on behalf of Scafar; and

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

WHEREAS, the City of Hoboken published its annual CY2014 Request for Proposals for the Professional Services of Special Legal Counsel-General Litigation Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Schenck, Price, Smith, & King LLP ("Schenck Price LLP") responded to; and,

WHEREAS, the Administration finds that Schenck Price LLP offers highly qualified representation in the field of construction claims litigation and mediation, and seeks to utilize the firm's services for the above referenced mediation, and any litigation/adjudication that may follow, should same become necessary, and therefore advises a contract be entered into with Schenck Price LLP; and,

WHEREAS, Schenck Price LLP 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 $10,000.00 is available in the following capital appropriation C-04-60-709-210; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said capital appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Schenck Price LLP to represent the City as Special Legal Counsel- General Litigation be awarded, for a term to commence December 3, 2014 and expire December 2, 2015, for a total not to exceed amount of Ten Thousand Dollars ($10,000.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: Schenck Price LLP shall be paid a maximum hourly rate of $150.00/hour for attorneys, $50.00/hour for paralegals, and $20.00/hour for support staff for any related litigation assigned by the City, and done on behalf of the City. These are the only charges for services allowable under this agreement and shown [illegible]

shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice, and Schenck Price LLP shall be mindful of all OPRA and common law right to access laws when drawing up monthly invoices, and shall indemnify the City for any and all issues of disclosure which may arise as a result of the way in which Schenck Price LLP submits invoices to the City; and

BE IT FURTHER RESOLVED, any new litigation, legal matters, and other board meetings 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 Schenck Price LLP; and

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

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Reviewed:

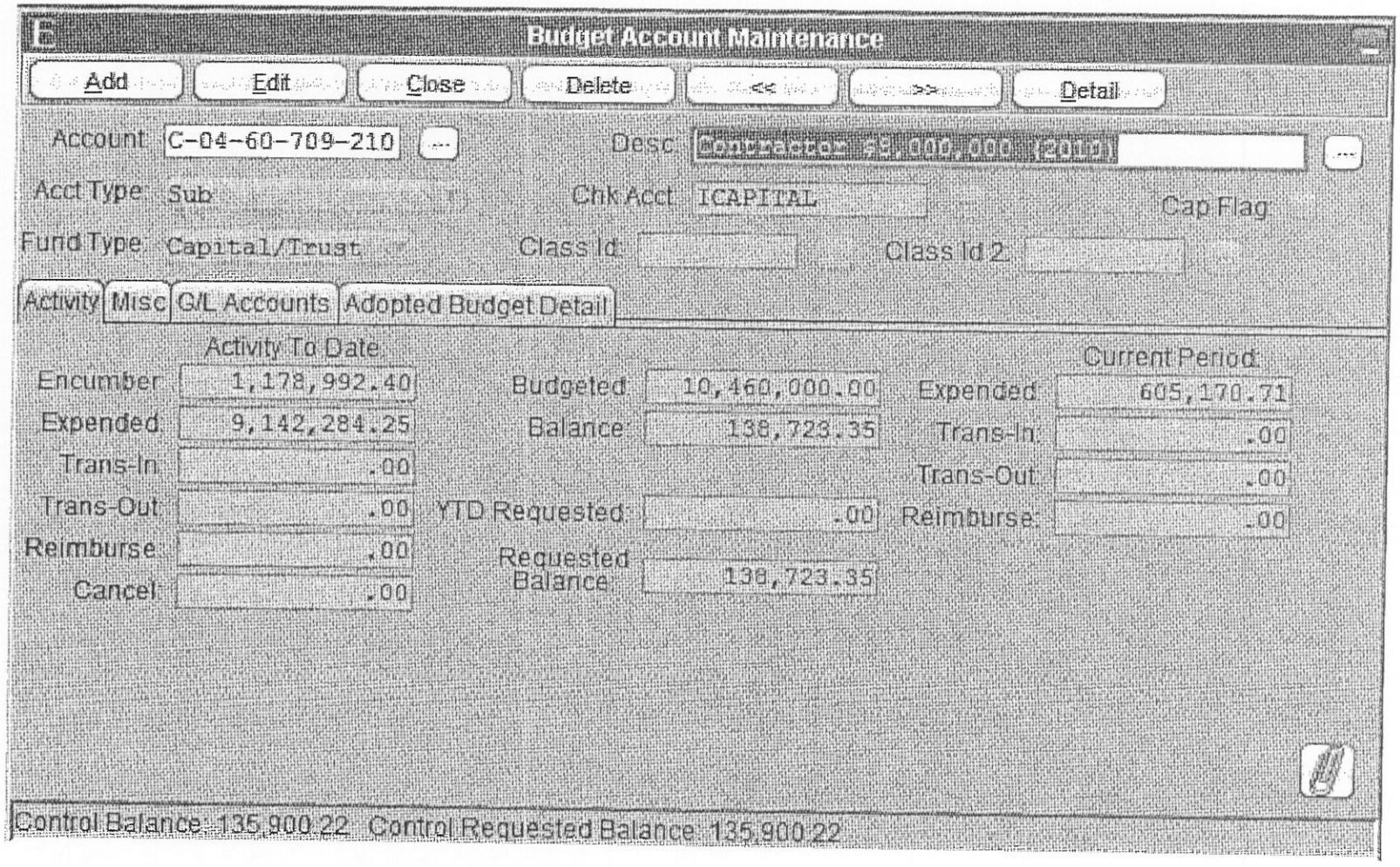
Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: December 16, 2014

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
Ravi Bhalla	/			
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason				/
David Mello				/
Tim Occhipinti	/			
Michael Russo	/			
Council President Jen Giattino	/			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Add
Edit
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Detail
Account C-04-60-709-210
Desc
Acct Type Sub
Chk Acct ICAPITAL
Cap Flag
Fund Type Capital/Trust
Class Id
Class Id 2
Activity
Misc
G/L Accounts
Adopted Budget Detail
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Expended 9,142,284.25
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Trans-Out .00
Reimburse .00
Cancel .00
Budgeted 10,460,000.00
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YTD Requested .00
Requested Balance 138,723.35
Current Period
Expended 605,170.71
Trans-In .00
Trans-Out .00
Reimburse .00
Control Balance 135,900.22 Control Requested Balance 135,900.22

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:
DEC 16 2014

CITY CLERK

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

INSERTING A SPECIAL ITEM OF REVENUE INTO THE CY 2014 MUNICIPAL BUDGET
CITY OF HOBOKEN POLICE DEPARTMENT HAZARD MITIGATION GRANT (FEMA) - 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 $132,854.00 from NJ Division of State Police and wishes to amend its CY 2014 Budget to include this amount with a City Match from Capital Ordinance Z-248 in the amount of $175,146.00.

NOW, THEREFORE, BE IT RESOLVED 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 approve the insertion of an item of revenue in the budget of the year CY 2014 in the sum herein stated. 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:

Police Dept Hazard Mitigation 2014 O/E	
Other Expenses	$132,854.00
Capital Ordinance Match	$175,146.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $132,854.00
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:

Police Dept	
Hazard Mitigation 2014 O/E	$132,854.00
Other Expenses	
Capital Ordinance Match	$175,146.00

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: December 16, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

COLONEL JOSEPH R. FUENTES
Superintendent

October 29, 2014

Mr. Quentin Wiest,
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Dear Mr. Wiest:

Award to Infrastructure – Hoboken City Police Department Headquarters – Hudson County – Permanent Generator, under HMGP-DR-4086-NJ-109

This office is pleased to advise you that the Federal Emergency Management Agency (FEMA) has awarded Hoboken City Police Department Headquarters in Hudson County a Hazard Mitigation grant for a Permanent Generator project. The period of performance is October 10, 2014 through October 10, 2016. The total project cost is $308,000.00 with a Federal share of $132,854.00 and a non-Federal share of $175,146.00.

A "Grantee/Sub-grantee Agreement" for this project is in the process of being developed for your endorsement and is forthcoming.

If you have any questions regarding this correspondence, please contact the Mitigation Unit at (609) 963-6900 X 6208.

Sincerely,

FOR COLONEL JOSEPH R. FUENTES
SUPERINTENDENT

SFC Michael Gallagh

Michael Gallagher, SFC
Assistant Unit Head, Mitigation Unit
Emergency Management Section

MG/gm
cc: Joseph Hurley, Hudson County OEM
Michael Foley, FEMA Region II

C-04-60-713-300

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

COLONEL JOSEPH R. FUENTES
Superintendent

RECEIVED
OCT 24 2014

October 29, 2014

Mr. Quentin Wiest,
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Dear Mr. Wiest:

Award to Infrastructure – Hoboken City Police Department Headquarters – Hudson County – Permanent Generator, under HMGP-DR-4086-NJ-109

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A "Grantee/Sub-grantee Agreement" for this project is in the process of being developed for your endorsement and is forthcoming.

If you have any questions regarding this correspondence, please contact the Mitigation Unit at (609) 963-6900 X 6208.

Sincerely,

FOR COLONEL JOSEPH R. FUENTES
SUPERINTENDENT

SFC Michael Gallagh

Michael Gallagher, SFC
Assistant Unit Head, Mitigation Unit
Emergency Management Section

MG/gm
cc: Joseph Hurley, Hudson County OEM
Michael Foley, FEMA Region II

Chris Baldwin

From: cstratton.cityofhoboken@gmail.com on behalf of Caleb Stratton <cstratton@hobokennj.gov>
Sent: Monday, December 01, 2014 1:57 PM
To: Quentin Wiest
Cc: Stephen Marks; nscounsell@thompsoncs.net; Chris Baldwin
Subject: Re: FEMA - Award to Infrastructure

Hi Quentin,

I think we are in the process of executing the sub-recipient agreement for this project. Thank you for forwarding along.

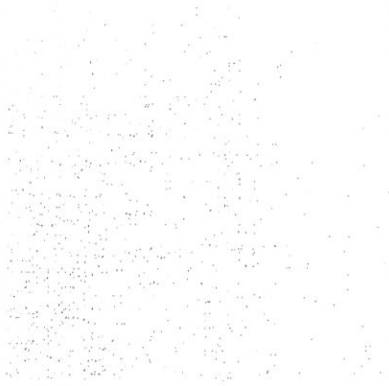
Caleb

Caleb D. Stratton
Principal Planner

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

c. 201.744.9602
e. cstratton@hobokennj.gov

On Fri, Nov 28, 2014 at 5:01 PM, Quentin Wiest <qwiest@hobokennj.gov> wrote:



Stephen/Caleb:

Not sure if you've seen this. Note that I just received it regardless of the 10/29 date.

Have we, or do we need, to do a Chapter 159 for this?

Quentin

Chris Baldwin

From: Quentin Wiest
Sent: Friday, November 28, 2014 5:02 PM
To: Stephen Marks; Caleb Stratton
Cc: 'nscounsell@thompsoncs.net'; Chris Baldwin
Subject: FEMA - Award to Infrastructure
Attachments: FEMA Award to Infrastructure.pdf

Stephen/Caleb:

Not sure if you've seen this. Note that I just received it regardless of the 10/29 date.

Have we, or do we need, to do a Chapter 159 for this?

Quentin

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: DEC 16 2014

Introduced By:

Seconded By:

James J. Farina CITY OF HOBOKEN
CITY CLERK

RESOLUTION NO. _____

AUTHORIZING THE FINANCE OFFICER TO CANCEL STALE CHECKS

WHEREAS it has been brought to the attention of the City of Hoboken by the Finance Officer that there are outstanding stale checks that have never been cancelled from the City's records: and

WHEREAS it is the desire of the City Council to cancel these stale checks in a timely manner.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, State of New Jersey, that the following stale checks be cancelled and that the Finance Officer's records be adjusted to reflect the same.

SEE DETAIL ATTACHED

Meeting Date: December 16, 2014

Reviewed By:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo
Corporation Counsel

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

Investors Bank Current Fund Account # 2059900762		
Check #	Amount	Date
201034	$ 3,195.75	3/8/2013
201376	$ 10.03	4/4/2013
201536	$ 1,314.55	4/18/2013
201767	$ 240.00	5/23/2013
201851	$ 660.75	6/13/2013
201996	$ 4.00	7/3/2013
202109	$ 230.49	7/26/2013
202111	$ 549.06	7/30/2013
203014	$ 40.00	11/19/2013
203073	$ 83.75	12/3/2013
203164	$ 136.80	12/5/2013
203195	$ 2.00	12/16/2013
203196	$ 2.00	12/16/2013
Investors Bank Trust and Other Account # 2059900754		
Check #	Amount	Date
200536	$ 33.65	10/03/2013
Investors Bank Payroll Agency Account # 2059900797		
Check #	Amount	Date
200073	$ 204.00	2/4/2013
200110	$ 3.40	2/19/2013
200180	$ 204.00	4/2/2013
200346	$ 1.91	6/24/2013
Investors Bank Parking Utility Account # 2059900861		
Check #	Amount	Date
200190	$ 45.00	2/21/2013
200371	$ 85.00	5/17/2013
200424	$ 15.00	6/13/2013
200430	$ 140.00	6/13/2013
200469	$ 15.00	6/20/2013
200604	$ 30.00	9/18/2013
TD Bank Payroll Account # 3982549644		
Check #	Amount	Date
206197	$ 33.75	02/06/13
207734	$ 27.43	04/17/13
208118	$ 72.75	05/03/13
209153	$ 89.52	06/26/13
209591	$ 68.06	07/10/13
211119	$ 6.76	10/02/13

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: DEC 16 2014

Introduced by:
Seconded by:

26

CITY OF HOBOKEN
RESOLUTION NO. :___

CITY CLERK

~~RESOLUTION TO AUTHORIZE A~~ PROFESSIONAL SERVICE CONTRACT WITH REHABCO INC. AS PROFESSIONAL PLANNERS FOR THE CDBG DEVELOPMENT OF A FIVE YEAR ~~CONSOLIDATED ACTION PLAN AND~~ CITIZEN PARTICIPATION PLAN TO THE CITY OF HOBOKEN TO COMMENCE DECEMBER 16, 2014 EXPIRE DECEMBER 15, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF $40,000.00

WHEREAS, service to the City as Professional Planner 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 published RFP's for a Professional Planner for CDBG Development of a Five Year Consolidated Action Plan in accordance with the Fair and Open Process, which Rehabco Inc. responded to, and the City now seeks to contract with the firm for said services; and,

WHEREAS, the firm is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $40,000.00 is available in the following appropriations 4-01-21-181-036 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget.**

Signed: George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Rehabco Inc. to represent the City as Professional Planner for the above mentioned project be awarded, for a term to commence December 16, 2014 and expire December 15, 2015, for a total not to exceed amount of **Forty Thousand** Dollars ($40,000.00); and

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount, and that any invoices not received within sixty days of the date the costs are incurred shall be waived by the firm and shall not become payable, at law or in equity, by the City; and

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

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

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

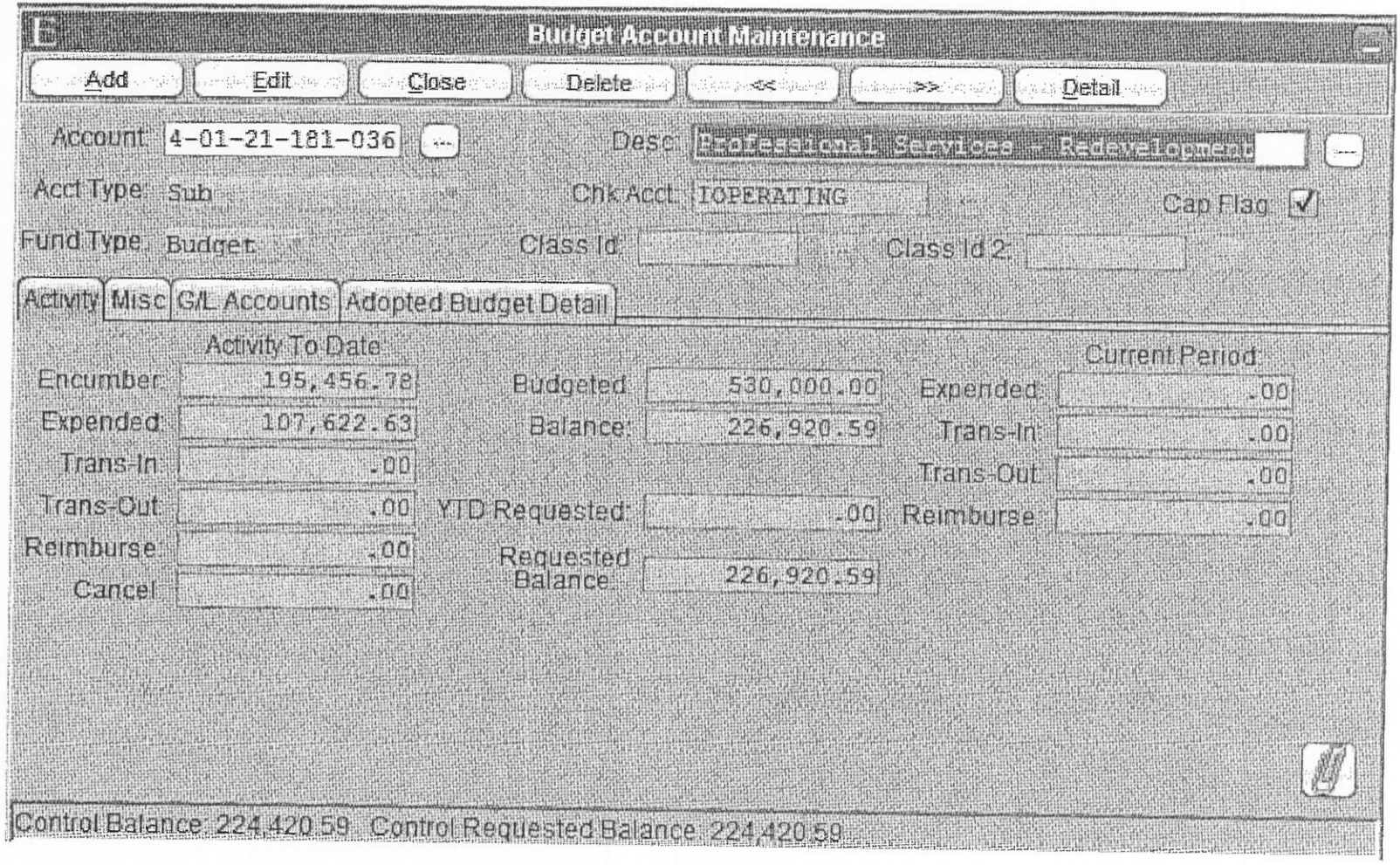
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Reviewed:
Quentin Wiest
Business Administrator

Approved as to Form:
Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: December 16, 2014

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


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: 4-01-21-181-036
Desc:
Acct Type: Sub
Chk Acct: IOPERATING
Cap Flag:
Fund Type: Budget
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date
Encumber: 195,456.78
Expended: 107,622.63
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Cancel: .00
Budgeted: 530,000.00
Balance: 226,920.59
YTD Requested: .00
Requested Balance: 226,920.59
Current Period
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Control Balance: 224,420.59 Control Requested Balance: 224,420.59

28

Introduced By:

Second By:

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made;

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **$1,238.33**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Farah & Hormoz Shayegan 200 Winston Drive, Apt. 2019 Cliffside Park, NJ 07010	261.03/1/CP047	1125 Maxwell Lane	3&4/14	$230.75
Sung Hwan Cho 734 Adams Street #4A Hoboken, NJ 07030	59/23/C001A	400 Jefferson St	2/14	$1007.58

Meeting: December 16, 2014

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

CITY CLERK

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

29

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2014 TAX APPEALS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 4,945.43**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: SCANLON & SCANLON, P.C.
90 HUDSON STREET, 2ND FL
HOBOKEN, NJ 07030

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
REY, JOSEPH	3.02/10	513 NEWARK ST	$ 105.65
CAPARRA HOMES C/O DE LA PENA, GARCIA	30/10.01	465 SECOND ST	$ 243.05
420 MADISON ST LLC, C/O D. COVELLO	58/15/C002L	420 MADISON ST	$1,146.68
612 JEFFERSON ST LLC	76/28	612 JEFFERSON ST	$3,450.05

Meeting: DECEMBER 16, 2014

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

James J. Farina
CITY CLERK

Approved as to Form:

Melissa Longo
CORPORATION COUNSEL

Sharon Curran
SHARON CURRAN

30

Introduced By:

Second By:

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2014 TAX APPEALS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 18,253.14**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
359 SECOND LLC,C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	32/18/C04-W	359 SECOND ST	$ 327.72
JOHN & DOROTHY ANNE KUROWSKI 130 PARK AVE #2A HOBOKEN, NJ 07030	34/21/C002A	130 PARK AVE.	$1716.46
PAUL & ALETHEA SEMIAN 130 PARK AVE #3C HOBOKEN, NJ 07030	34/21/C003C	130 PARK AVE.	$ 785.40
LEONID SHEYER & SOFIA FATALEVICH 130 PARK AVE #4A HOBOKEN, NJ 07030	34/21/C004A	130 PARK AVE.	$1,165.25
ALEXANDER VILENS 130 PARK AVE #4B HOBOKEN, NJ 07030	34/21/C004B	130 PARK AVE.	$1,299.48
KENYU FUJII 130 PARK AVE #4C HOBOKEN, NJ 07030	34/21/C004C	130 PARK AVE.	$ 792.54
DANIEL SPINNER & PAULA POZZI 130 PARK AVE #PHB HOBOKEN, NJ 07030	34/21/C0PHB	130 PARK AVE.	$1,012.45

510 ADAMS LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	69/29/C001N	510 ADAMS ST	$ 351.29
510 ADAMS LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	69/29/C001S	510 ADAMS ST	$ 351.29
510 ADAMS LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	69/29/C002N	510 ADAMS ST	$ 257.04
510 ADAMS LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	69/29/C002S	510 ADAMS ST	$ 257.04
510 ADAMS LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	69/29/C003N	510 ADAMS ST	$ 257.04
510 ADAMS LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	69/29/C003S	510 ADAMS ST	$ 257.04
510 ADAMS LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	69/29/C004N	510 ADAMS ST	$ 257.04
510 ADAMS LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	69/29/C004S	510 ADAMS ST	$ 257.04
450 SEVENTH LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	84/1/C01-I	450 SEVENTH ST	$ 69.97
450 SEVENTH LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	84/1/C02-E	450 SEVENTH ST	$149.94
450 SEVENTH LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	84/1/C02-F	450 SEVENTH ST	$115.67
450 SEVENTH LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	84/1/C03-F	450 SEVENTH ST	$385.56
450 SEVENTH LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	84/1/C04-C	450 SEVENTH ST	$295.60

450 SEVENTH LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	84/1/C04-I	450 SEVENTH ST	$189.92
450 SEVENTH LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	84/1/C04-M	450 SEVENTH ST	$295.60
COMMERCE CONSTRUCTION MANG LLC. P.O. BOX 271 HOBOKEN, NJ 07030	159/4/C1424	711 CLINTON ST	$671.90
PARK AVE 527 CORP. C/O PREMIER 59 BEAVERBROOK RD. #202 LINCOLN PARK, NJ 07035	180/14.01	527-529 PARK AVE	$1,071.00
ADAM LADEN & ELIZABETH LIEBER 63 BERKELEY DRIVE TENAFLY, NJ 07670	185/37	1014 GARDEN ST	$2,961.67
JOHN & AMY FAUCHER 606 HUDSON STREET HOBOKEN, NJ 07030	217.01/28	606 HUDSON ST	$1,723.60
1035 WASHINGTON ST LLC C/O HOTHEM 531 N. MARKET STREET WOOSTER, OHIO 44691	221/11/C000F	1035 WASHINGTON S	$ 978.59

Meeting: DECEMBER 16, 2014

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

CITY CLERK

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

31

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2014 TAX APPEALS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 1,006.15**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: PERLMAN LAW
36 NEWARK ST, SUITE 202
HOBOKEN, NJ 07030

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
BRUMMETTE, RANDELL &	217.01/16.02	631 COURT ST	$1006.15

Meeting: DECEMBER 16, 2014

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

DEC 16 2014

CITY CLERK

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

32

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2014 TAX APPEALS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 2,574.90**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: WATER,MCPHERSON,MCNEILL
300 LIGHTING WAY
P.O. BOX 1560
SECAUCUS, NJ 07096

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
BLOCK 255 LLC	126/5	NORTH OF 14TH ST	$1,950.69
HOBOKEN COVE LLC	268.01/4	1501 HUDSON ST	$ 624.21

Meeting: DECEMBER 16, 2014

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

CITY CLERK

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

33

Introduced By:

Second By:

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2014 TAX APPEALS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 2,027.76**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: HUDSON LEGAL CENTER
86 HUDSON STREET
HOBOKEN, NJ 07030

HOBOKEN, NJ 07030

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
GIOIA FAMILY LP	211.01/10	50-54 NEWARK ST	$2,027.76

Meeting: DECEMBER 16, 2014

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

CITY CLERK

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

34

Introduced By:

Second By:

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY TAX BOARD JUDGEMENTS 2014 TAX APPEALS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refunds be made; now, therefore, be it-

RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling **$ 448.34**

REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO: NASHEL & NASHEL LLC
415 SIXIETH STREET
WEST NEW YORK, NJ 07093

NAME	BL/LOT/UNIT	PROPERTY	AMOUNT
WILLOW INVESTMENTS LLC	141/23	1612-1614 WILLOW AVE	$448.34

Meeting: DECEMBER 16, 2014

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: DEC 16 2014

CITY CLERK

Sponsored by:

Seconded by: Giattino

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Special Meeting of November 17th and Regular meetings of November 17, 2014 and December 3, 2014** have been reviewed and approved by the Governing Body.

Approved as to form:

Meeting Date: December 16, 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	/			

SPONSORED BY

SECONDED BY

AN AMENDMENT TO THE CITY CALENDAR FOR WEDNESDAY*, JANUARY 7, 2015 RESOLUTION TO AMEND THE CITY CALENDAR FOR JANUARY 2015 THROUGH DECEMBER 2015

RESOLVED, that the following dates and times listed below are adopted as the official meeting dates of the Hoboken City Council for January 2015 through December 2015, and be it further

RESOLVED, that in accordance with N.J.S.A. 10:4-8(d) and 10:4-18 (Open Public Meetings Act), within seven (7) days of passage of this Resolution, the City Clerk shall (a) prominently post this Resolution in at least one location at City Hall reserved for similar announcements; (b) mail, telephone, telegram or hand deliver this Resolution to all of the official newspapers of the City of Hoboken; and (c) maintain a copy of this Resolution in the Office of the City Clerk; and, be it further

RESOLVED, that this Resolution be advertised in two of the City's official newspapers within (7) days of passage.

CITY COUNCIL MEETINGS, COUNCIL CHAMBERS, CITY HALL, 94 WASHINGTON STREET, HOBOKEN, NJ

Wednesday*	January 7, 2015	7 PM		Wednesday	July 8, 2015	7 PM
Wednesday	January 21, 2015	7 PM				
**Tuesday	February 3, 2015	7 PM		Wednesday	August 5, 2015	7 PM
Wednesday	February 18, 2015	7 PM				
Wednesday	March 4, 2015	7 PM		Wednesday	September 2, 2015	7 PM
Wednesday	March 18, 2015	7 PM		Wednesday	September 16, 2015	7 PM
Wednesday	April 1, 2015	7 PM		Wednesday	October 7, 2015	7 PM
Wednesday	April 15, 2015	7 PM		Wednesday	October 21, 2015	7 PM
Wednesday	May 6, 2015	7 PM		Wednesday	November 4, 2015	7 PM
Wednesday	May 20, 2015	7 PM	***	Monday	November 16, 2015	7 PM
Wednesday	June 3, 2015	7 PM		Wednesday	December 2, 2015	7 PM
Wednesday	June 17, 2015	7 PM		Wednesday	December 16, 2015	7 PM

* Reorganization meeting
** Moved due to Tu B'Shevat
*** Moved due to the New Jersey League of Municipality **November 17-19, 2015**

All information pertaining to the Council agenda may be obtained from the City Clerk, during regular business hours, prior to each Council meeting and also, on the City's website – http:www.hobokennj.org.

By order of City Council resolution adopted December 16, 2014

James J. Farina
City Clerk

Meeting Date: December 16 , 2014

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

Quentin West
BUSINESS ADMINISTRATOR

Melissa Longo
Corporation Counsel
As to form

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: DEC 16 2014

James J. Farina

CITY CLERK

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO ACCEPT AND AUTHORIZE EXECUTION OF THE ATTACHED SHADE TREE COMMUNITY FORESTRY MANAGEMENT PLAN

WHEREAS, the City Council wishes to accept and authorize execution of the Shade Tree Commission's Shade Tree Community Forestry Management Plan, as attached hereto.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Shade Tree Commissioners are authorized to enter into the attached Shade Tree Community Forestry Management Plan, and take any and all other action to effectuate the Plan, and the terms thereunder; 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, Corporation Counsel, and the Shade Tree Commission 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: December 16, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
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: DEC 16 2014

CITY CLERK

39

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MASER CONSULTING AS PROFESSIONAL PLANNERS FOR THE ZONING CODE UPDATE FOR THE CITY OF HOBOKEN TO COMMENCE DECEMBER 16, 2014 AND EXPIRE DECEMBER 15, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF $56,410.00

WHEREAS, service to the City as Professional Planner 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 published RFP's for a Professional Planner for the Zoning Code Update in accordance with the Fair and Open Process, which Maser Consulting responded to, and the City now seeks to contract with the firm for said services; and,

WHEREAS, the firm of **Maser Consulting** is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $56,410.00 is available in the following appropriations 4-01-21-181-036 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget.**

Signed: _____ **George DeStefano, CFO**

NOW THEREFORE, BE IT RESOLVED, that a contract with Maser Consulting to represent the City as Professional Planner to the Zoning Code Update be awarded, for a term to commence December 16, 2014 and expire December 15, 2015, for a total not to exceed amount of **Fifty Six Thousand Four Hundred Ten** Dollars ($56,410.00); and

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount, and that any invoices not received within sixty days of the date the costs are incurred shall be waived by the firm and shall not become payable, at law or in equity, by the City; and

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

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

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Reviewed:

Quentin Wiest
Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo, Esq.
Corporation Counsel

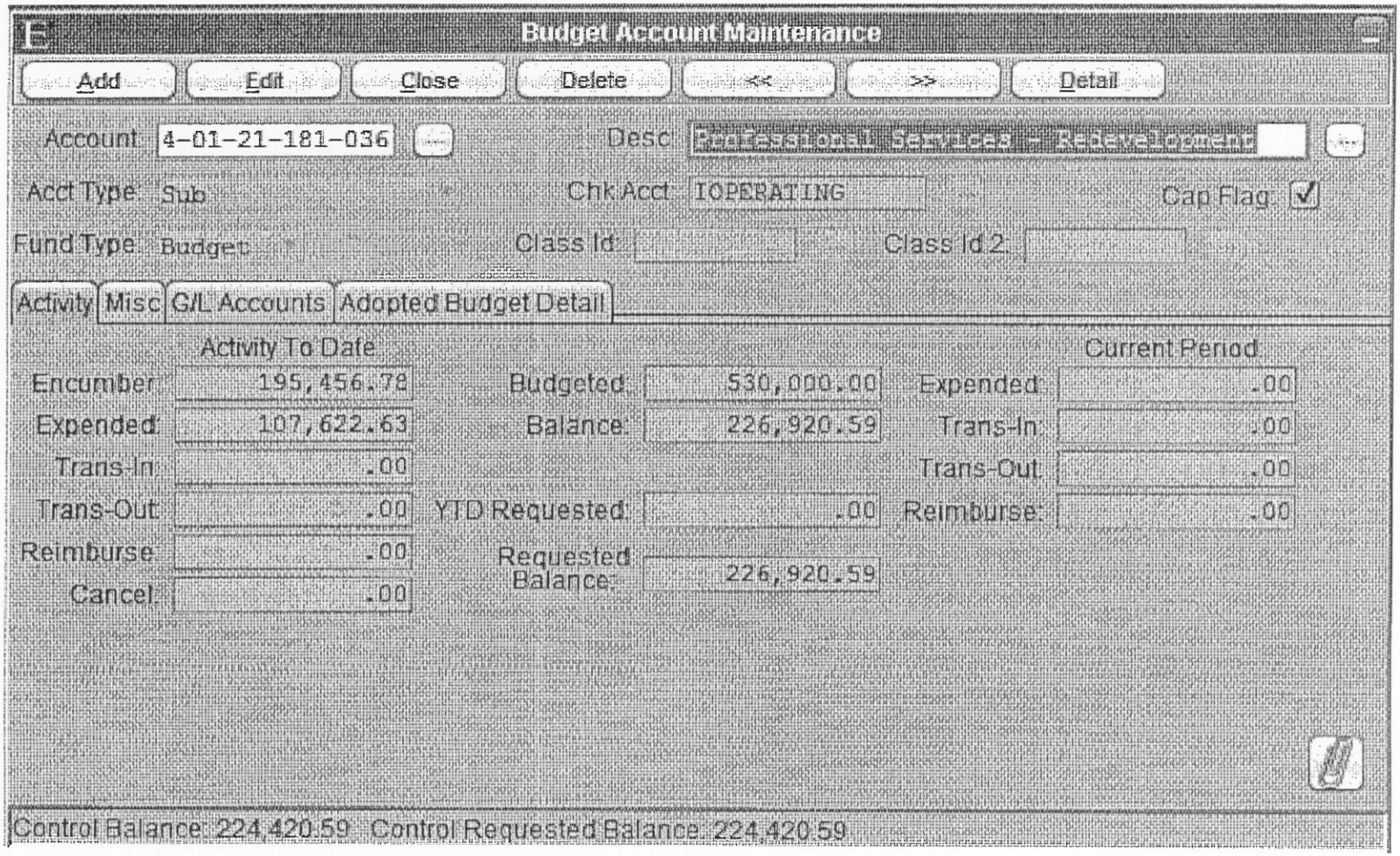
Meeting Date: December 16, 2014

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
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: DEC 16 2014

James J. Farina

CITY CLERK


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: 4-01-21-181-036
Desc:
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Chk Acct: IOPERATING
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Balance: 226,920.59
YTD Requested: .00
Requested Balance: 226,920.59
Current Period
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Control Balance: 224,420.59 Control Requested Balance: 224,420.59

Introduced by: _____ 40
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION TO AMEND AND EXTEND THE CONTRACT WITH BOSWELL ENGINEERING FOR CITY WATERFRONT ENGINEER THROUGH JANUARY 31, 2015, WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $98,350.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $778,350.00

WHEREAS, the City previously appointed and contracted for the professional services of Boswell Engineering to act as the City's Waterfront Engineering Firm; and,

WHEREAS, the City of Hoboken ("City") has completed the project known as Castle Park and Sinatra Park Waterfront Walkway Reconstruction Project ("Project"); and,

WHEREAS, Scafar Contracting, Inc. ("Scafar"), the Project contractor, has submitted various claims in connection with their delivery of construction services for said Project, which claims have been evaluated by the City's Engineer, Boswell Engineering; and,

WHEREAS, the City, Boswell, and Scafar have made an effort to negotiate said claims to final settlement, which effort has not been successful; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-50 and the Project specifications, disputes must be submitted to non-binding mediation, as a precursor to submission of the matter to a Court for adjudication; and

WHEREAS, the City has received a letter dated October 3, 2014 from Cohen Seglias Pallas Greenhall and Furman PC requesting mediation on behalf of Scafar; and

WHEREAS, unrelated to the above referenced claims, during the execution of the project, certain modifications to the project became necessary and/or possible including retaining wall relocation, drainage modifications, upgraded perimeter fencing, upgraded sports lighting, and expanded concrete paver installation requiring additional design and construction inspection services of Boswell Engineering; and

WHEREAS, said modifications, were accomplished without increasing the overall construction contract price as a result of credits realized during the project; and

WHEREAS, the City wishes to extend the waterfront engineering contract with Boswell Engineering through January 31, 2015 to provide compensation to Boswell for the above services, with an increase in the not to exceed amount by $98,350.00, which represents $24,250.00 for expert witness services in the upcoming Scafar mediation and $74,100.00 for design work for the Sinatra Park and Castle Point Walkway Rehabilitation, for a total not to exceed amount of $778,350.00; and,

WHEREAS, Boswell Engineering 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, there is a continuing emergent need for the specialized expertise Boswell Engineering has obtained with regards to the Scafar construction issues and the Sinatra Park Castle Point Walkway Rehabilitation project within the City of Hoboken, which therefore exempts the need for utilization of an additional request for proposals under the fair and open process; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $24,500.00 is available in the following appropriations 4-01-20-112-069 and $74,100.00 is available in the following appropriation C-04-60-709-400 in the CY2014 capital budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 capital budget.

Signed: _____, **George DeStefano, CFO**

NOW THEREFORE, BE IT RESOLVED (*a majority of the full membership concurring*) that the contract with Boswell Engineering for service to the City as the City's Waterfront Engineer be hereby extended and amended through January 31, 2015, with an increase in the not to exceed amount by $98,350.00, which represents $24,250.00 for expert witness services in the Scafar mediation, as described in the attached 12/5/14 proposal of Boswell, and $74,100.00 in design work for the Sinatra Park and Castle Point Walkway Rehabilitation, as described in the attached 12/5/14 proposal of Boswell, for a total not to exceed amount of $778,350.00; and, the remainder of the contract shall remain unchanged and shall continue in accordance with the original request for proposals and Boswell's corresponding proposal, except to the extent inconsistent with the two attached proposals; 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 Boswell Engineering; 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 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: December 16, 2014

APPROVED:

Quentin Wiest
Business Administrator

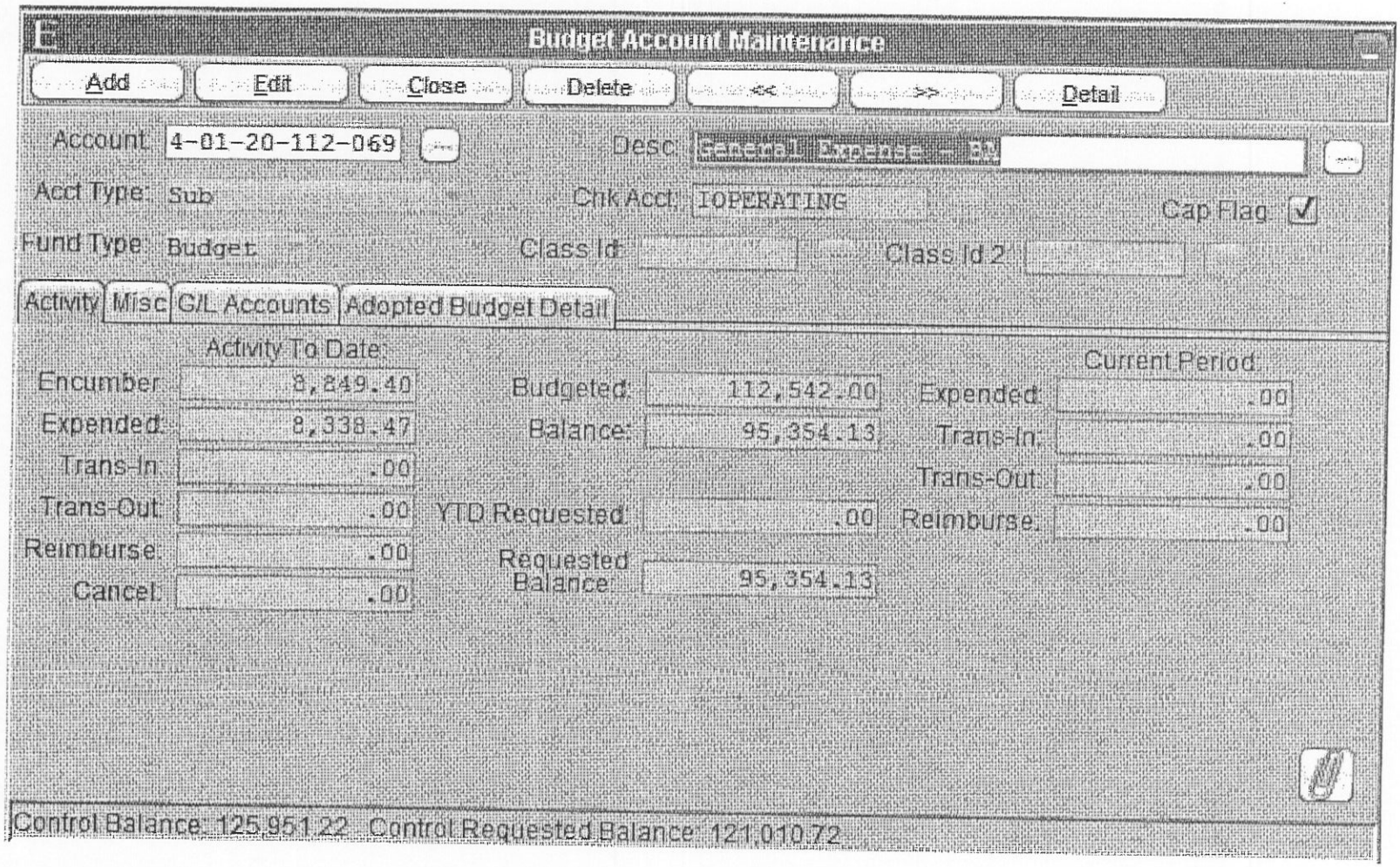
APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	~~No Vote~~ Absent
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: DEC 16 2014

CITY CLERK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Class Id 2:
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G/L Accounts
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Trans-Out: .00
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YTD Requested: .00
Requested Balance: 95,354.13
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Expended: .00
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Trans-Out: .00
Reimburse: .00
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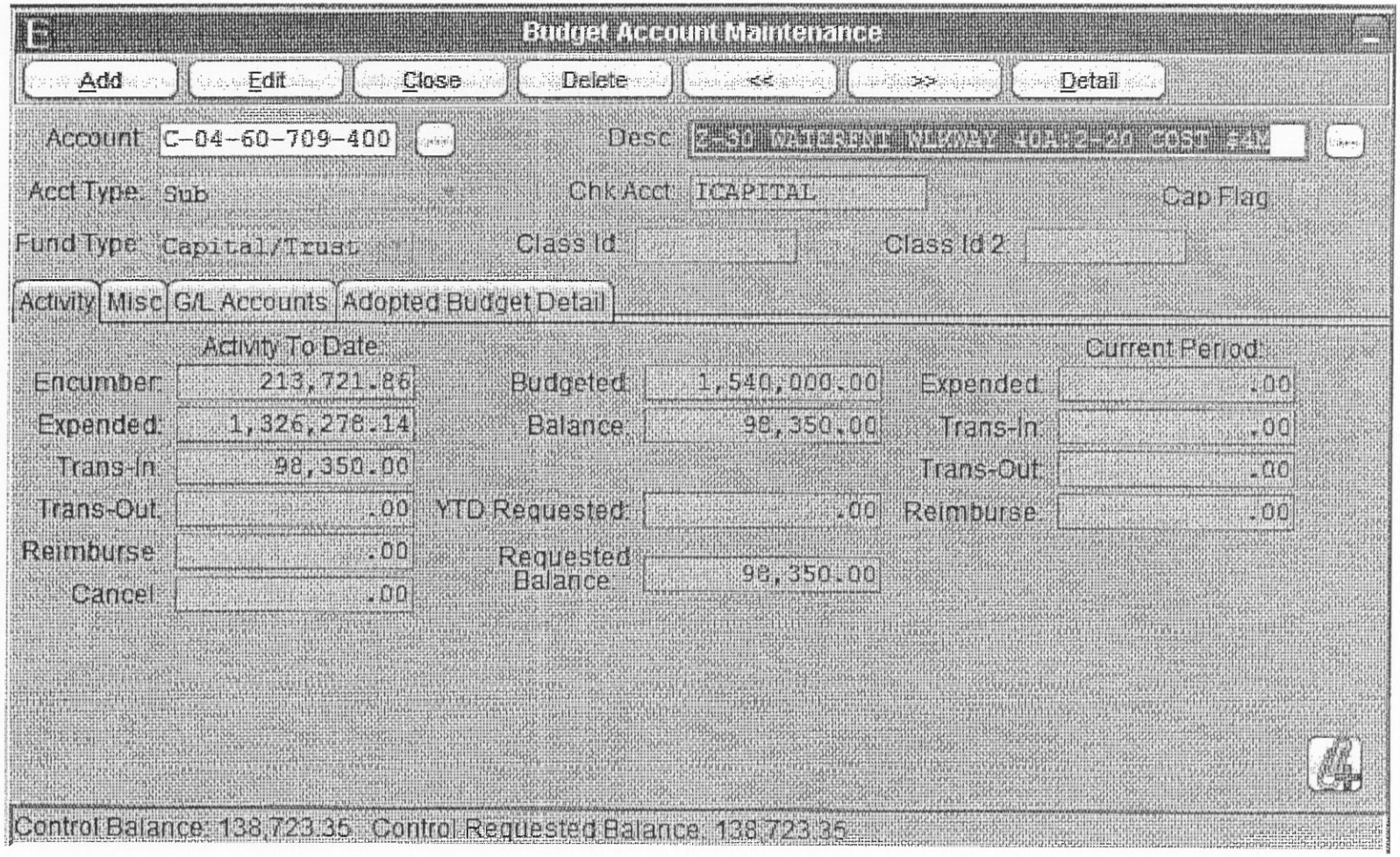

Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account C-04-60-709-400
Desc
Acct Type: Sub
Chk Acct: ICAPITAL
Cap Flag
Fund Type: Capital/Trust
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date:
Encumber: 213,721.86
Expended: 1,326,278.14
Trans-In: 98,350.00
Trans-Out: .00
Reimburse: .00
Cancel: .00
Budgeted: 1,540,000.00
Balance: 98,350.00
YTD Requested: .00
Requested Balance: 98,350.00
Current Period:
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Control Balance: 138,723.35 Control Requested Balance: 138,723.35

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

December 12, 2014

Mr. Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Sinatra Park and Castle Point Walkway and Field Rehabilitation - Mediation Support Services
City of Hoboken
Hudson County, New Jersey
Our File No. PR-14-6340

Dear Mr. Wiest,

In accordance with your Request for Proposal (RFP), this letter shall serve as Boswell Engineering's (Boswell) proposal for the provision of support services in connection with the impending non-binding mediation between the contractor for the above referenced project an the City of Hoboken (City).

Based on our discussions, the City is in the process of scheduling a non-binding mediation with the contractor for the above referenced contractor in accordance with the specifications of the project. As you are aware, Boswell not only designed the project but also provided full-time inspection services during the execution of the project. Boswell has firsthand information regarding the undertaking of the project and the day to day operations of the contractor which will be key information necessary to accurately present the City's position with regard to the closeout of the construction project.

SCOPE OF SERVICES

Boswell has been working with the City leading up to these proceedings in an effort to negotiate a mutually agreeable resolution to the claims made by the contractor. This work has already involved several meetings with the contractor and preparation of reports and findings supporting the City's position in this matter. The scope of services envisioned for these proceedings moving forward will involve the preparation of testimony from key personnel involved with the design and construction administration of the project as well as attendance and testimony at the non-mediation proceedings. To that end, we envision the following specific tasks will be required to provide adequate representation of the City's position in this matter:

1. As the City Engineer Representative and Project Manager of the above referenced project, Joseph A. Pomante, P.E. will provide the leading testimony regarding the overall position of the City with regard to the claims presented by the Contractor.

2. We propose to have Mr. John Valentin, P.E., Structural Department Head attend the proceedings to support the City's position with regard to any and all structural claims presented by the Contractor. The design of the above referenced project was undertaken under Mr. Valentin's direct supervision.

3. In addition, if required we are prepared to have the Resident Engineer, Mr. Nick Giella, P.E. attend the proceedings, Mr. Giella will provide pertinent testimony regarding the day to day operations of the Contractor as it relates to the claims made by the Contractor.

In preparation of our proposal we anticipate that the experts noted above will require minimum of two days of preparation of their testimony and review of pertinent files, followed by an additional two days to prepare with the special counsel being retained to refine the presentation for these proceedings. In addition, it is our opinion that the non-binding mediation should take two (2) days to be completed and as such our fee proposal is predicated on same.

FEE PROPOSAL

Boswell will perform the services outlined in the proposal for an estimated fee not to exceed $24,250.00. The billing will be based on our hourly rates in effect at the time the work is performed.

ITEMS NOT INCLUDED IN THE ENGINEERING FEE

1. Testimony related to court proceedings beyond the scope of non-binding mediation.

2. Services not specifically outline above.

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

Thank you for the opportunity to submit this proposal. We look forward to providing the City of Hoboken with our engineering support services in connection with these proceedings. Should you have any questions or require additional information, please do not hesitate to contact Joseph A. Pomante, P.E., or me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Stephen T. Boswell

Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

STB/JAP/jap

141212JAP-PR6340.docx

BOSWELL ENGINEERING

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

December 12, 2014

Mr. Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Sinatra Park and Castle Point Walkway and Field Rehabilitation - Request for Additional Funding - Site Enhancements/Modifications
City of Hoboken
Hudson County, New Jersey
Our File No. PR-14-6343

Dear Mr. Wiest,

In accordance with your Request for Proposal (RFP), this letter shall serve as Boswell Engineering's (Boswell) proposal for the provision of engineering design and construction administration services in connection with several modifications and enhancements to the above referenced project which were outside of the original scope of work for the project.

As you are aware, during the execution of the construction of the project noted above, there were several enhancements and/or modifications to the original project which were contemplated and requested by the City and implemented by Boswell during the final phases of the original construction project. In order to meet the evolving needs of the City, to address unforeseen conditions relating to the aesthetic and functional aspects of the overall project, Boswell worked to design and implement several modifications to the overall project. These modifications were undertaken by the contractor at an additional cost to the City which was offset by credits to the contractor which were realized during the middle of the construction phase. These modifications/enhancements were beyond the original scope of the project and as such were not anticipated as part of our original proposal for design and construction administration services to the City. The following enhancements were included into the project during the latter phases of the construction work and required additional design and construction administrative services:

A. Retaining Wall Relocation (Southwest Corner of Athletic Field) - Services included additional design of reinforced concrete wall sections, preparation of revised plans, solicitation and negotiation of additional work by contractor and additional inspections services.

B. Drainage Modifications (Southwest Corner of Athletic Field) - Services included the design of additional drainage to accommodate relocated walls and expanded walkway areas, preparation of revised plans, solicitation and negotiation of pricing from contractor and additional inspection services.

C. Upgraded Perimeter Fencing (Athletic Field Area) - Services included additional research to specify alternative fencing as requested by the City, provide alternate footing designs to accommodate new materials with different spacing and design criteria and solicitation/negotiation of pricing from contractor.

D. Sports Lighting Upgrades - Services included additional research and design services for the purpose of specifying additional equipment and components to provide enhanced remote operation as well as provide for an additional 10 year warranty.

E. Additional Concrete Pavers (At Athletic Field Perimeter) - Services included additional layout and design services as well as additional inspection services to account for proper installation of the additional materials.

The above referenced enhancements/modifications were installed by the contractor using funding from credits realized during the intermediate phases of construction.

FEE PROPOSAL

Boswell requests that the City authorize an amendment to the scope of services of the original contract to account for the performance of additional engineering and construction administration services related to the above referenced additional work for an additional fee not to exceed $74,100.00. The billing will be based on our hourly rates in effect at the time the work is performed.

Thank you for the opportunity to submit this proposal for additional services. Should you have any questions or require additional information, please do not hesitate to contact Joseph A. Pomante, P.E., or me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Stephen T. Boswell

Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

STB/JAP/s

141201JAPP2_HO420I Add-Draft.docx

Introduced by: 41
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH LOUIS BERGER AS PROFESSIONAL WATER UTILITY CONSULTANT FOR THE RENEGOTIATION OF THE UNITED WATER O&M CONTRACT TO THE CITY OF HOBOKEN TO COMMENCE DECEMBER 16, 2014 AND EXPIRE DECEMBER 15, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF $25,000.00

WHEREAS, service to the City as Professional Water Utility Consultant is a service as defined by N.J.S.A. 40A:11-1 et seq. and the City put an RFP out for said services as a competitive contract, and thereafter authorized a pool of service providers, including Louis Berger, by way of a December 3, 2014 resolution in accordance with the Fair and Open Process,; and,

WHEREAS, the City now seeks to contract with Louis Berger for said services; and,

WHEREAS, the firm is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $25,000.00 is available in the following appropriations 4-01-20-112-069 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget; and I further certify that the budget line listed herein is available for the type of services described in this resolution.**

Signed: George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Louis Berger to represent the City as Professional Water Utility Consultant for the renegotiation of the United Water O&M contract be awarded, for a term to commence December 16, 2014 and expire December 15, 2015, for a total not to exceed amount of **Twenty Five Thousand** Dollars ($25,000.00); and

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount, and that any invoices not received within sixty days of the date the costs are incurred shall be waived by the firm and shall not become payable, at law or in equity, by the City; and

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

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

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Reviewed:
Quentin Wiest
Quentin Wiest
Business Administrator

Approved as to Form:
Mellissa Longo
Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: December 16, 2014

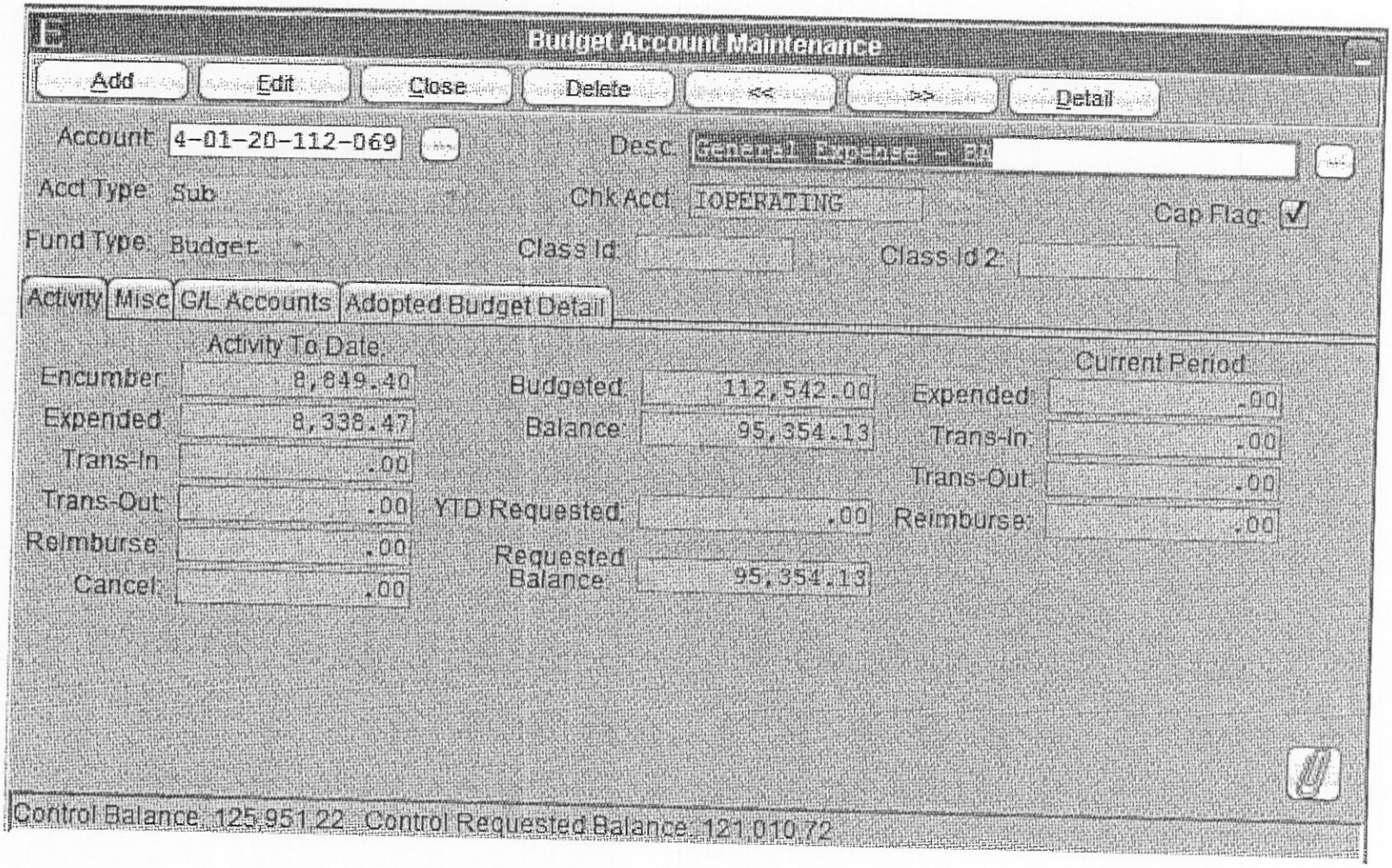
Councilperson	Yea	Nay	Abstain	No Vote Absent
Ravi Bhalla	✓			
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Elizabeth Mason				✓
David Mello				✓
Tim Occhipinti	✓			
Michael Russo	✓			
Council President Jen Giattino	✓			

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

DEC 16 2014

James J. Farina

CITY CLERK


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: 4-01-20-112-069
Desc:
Acct Type: Sub
Chk Acct: IOPERATING
Cap Flag:
Fund Type: Budget
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date:
Encumber: 8,849.40
Expended: 8,338.47
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Cancel: .00
Budgeted: 112,542.00
Balance: 95,354.13
YTD Requested: .00
Requested Balance: 95,354.13
Current Period
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Control Balance: 125,951.22 Control Requested Balance: 121,010.72

Introduced by: 42
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH NW FINANCIAL AS PROFESSIONAL WATER UTILITY CONSULTANT FOR THE RENEGOTIATION OF THE UNITED WATER O&M CONTRACT TO THE CITY OF HOBOKEN TO COMMENCE DECEMBER 16, 2014 AND EXPIRE DECEMBER 15, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF $25,000.00

WHEREAS, service to the City as Professional Water Utility Consultant is a service as defined by N.J.S.A. 40A:11-1 et seq. and the City put an RFP out for said services as a competitive contract, and thereafter authorized a pool of service providers, including NW Financial, by way of a December 3, 2014 resolution in accordance with the Fair and Open Process; and,

WHEREAS, the City now seeks to contract with NW Financial for said services; and,

WHEREAS, the firm is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $25,000.00 is available in the following appropriations 4-01-20-112-069 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget; and I further certify that the budget line listed herein is available for the type of services described in this resolution.**

Signed: George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with NW Financial to represent the City as Professional Water Utility Consultant for the renegotiation of the United Water O&M contract be awarded, for a term to commence December 16, 2014 and expire December 15, 2015, for a total not to exceed amount of **Twenty Five Thousand** Dollars ($25,000.00); and

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount, and that any invoices not received within sixty days of the date the costs are incurred shall be waived by the firm and shall not become payable, at law or in equity, by the City; and

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

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

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Reviewed:
Quentin Wiest
Quentin Wiest
Business Administrator

Approved as to Form:
Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: December 16, 2014

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	/			

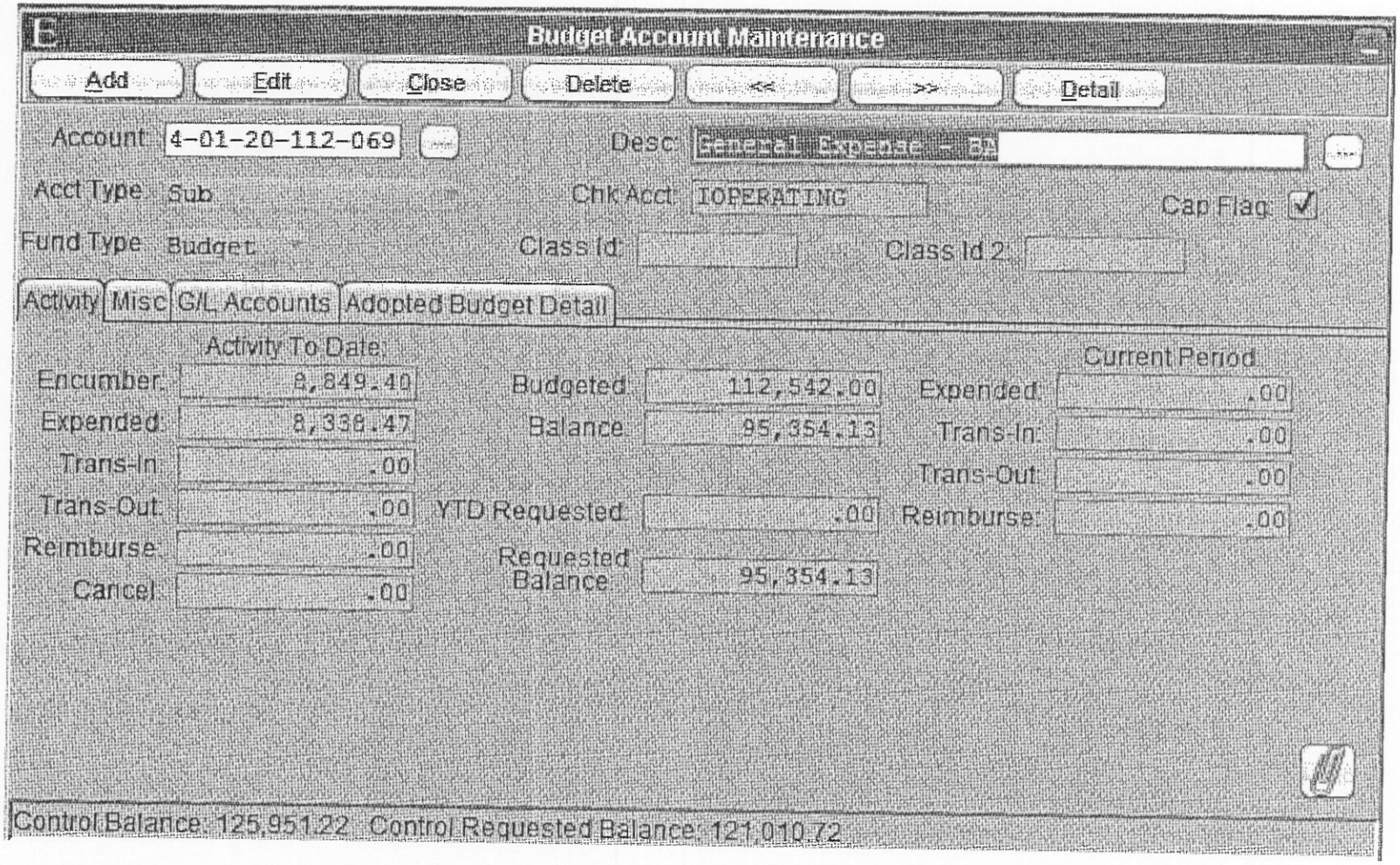
Absent

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

DEC 16 2014

James J. Farina

CITY CLERK


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: 4-01-20-112-069
Desc:
Acct Type: Sub
Chk Acct: IOPERATING
Cap Flag:
Fund Type: Budget
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date:
Encumber: 8,849.40
Expended: 8,338.47
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Cancel: .00
Budgeted: 112,542.00
Balance: 95,354.13
YTD Requested: .00
Requested Balance: 95,354.13
Current Period:
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Control Balance: 125,951.22 Control Requested Balance: 121,010.72

43

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

A RESOLUTION AUTHORIZING SUBMISSION OF ASSISTANCE TO FIREFIGHTERS GRANT (AFG) APPLICATION TO US DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) FOR $751,813 FOR NEW FIRE AERIAL APPARATUS AND EQUIPMENT

WHEREAS, the **City of Hoboken** seeks federal funding from the US Department of Homeland Security (DHS), Federal Emergency Management Administration (FEMA) through its Assistance to Firefighters Grant (AFG) grant program; and

WHEREAS, municipal Fire Departments are eligible for funding under this grant program; and

WHEREAS, the purpose of the grant program is to increase the safety of residents and firefighters through operations and safety improvements, such as training, Personal Protective Equipment (PPE) or non-PPE equipment, wellness and fitness programming for firefighters, facility modifications, necessary technology; and

WHEREAS, there is a 10% local match (non-federal funds) for applicants serving between 20,001 – 1,000,000 residents; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $75,181.30 will be available in the following appropriation 5-01-25-266-020 **in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2015 budget and/or temporary budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____ **George DeStefano, CFO**

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

1) The Department of Public Safety and the Hoboken Fire Department are authorized to file an AFG grant application with the US Department of Homeland Security, Federal Emergency Management Administration.

2) The Mayor or her designee is authorized to execute the above referenced grant application, as well as the grant agreement, so long as the match isn't greater than the attached certification, and all other documents to fulfill the intent of the application and subsequent grant funding, and the Council ratifies same.

3) This resolution shall take effect immediately.

Meeting date: December 16, 2014

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

DEC 16 2014

_____
CITY CLERK

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

Entire Application

Applicant's Acknowledgements

* I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.

* As required per 2 CFR ¿ 25.205, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is a correct and active at time of submission.

* I certify that the applicant organization has consulted the appropriate Funding Opportunity Announcement and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).

* I certify that the applicant organization is aware that this application period is open from 11/03 to 12/05/2014 and will close at 5 PM EST; further that the applicant organization is aware that that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.

* I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s), comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: http://www.fema.gov/media-library/assets/documents/30521?id=6906

* I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **richard blohm** on **2014-11-03**

Overview

***Did you attend one of the workshops conducted by an AFG regional fire program specialist?**
Yes, I have attended workshop
***Did you participate in a webinar that was conducted by AFG?**
No
***Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?**
Yes, I am a member/officer of this applicant

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.
Fields marked with an * are required.

Preparer Information

* Preparer's Name	
* Address 1	
Address 2	
* City	
*State	
* Zip	- Need help for ZIP+4?

In the space below please list the person your organization has selected to be the primary point of contact (POC) for this grant. This should be a department officer or member of the organization who will see this grant through completion, to include closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can reach the POC.

Primary Point of Contact

* Title	Fire Chief
Prefix (select one)	Mr.
* First Name	Richard
Middle Initial	C
* Last Name	Blohm
* Primary Phone(e.g. 123-456-7890)	201-420-2258 Ext. Type work
* Secondary Phone (e.g. 123-456-7890)	201-906-3324 Ext. Type cell
Optional Phone (e.g. 123-456-7890)	Type Select
Fax (e.g. 123-456-7890)	201-420-2224
* Email (e.g. user@xyz.org)	richiefd@aol.com

Contact Information

Alternate Contact Information Number 1

* Title	Battalion Chief
Prefix (select one)	Mr.
* First Name	David
Middle Initial	
* Last Name	Buoncuore
* Primary Phone	201-420-2272 Ext. Type work
*Secondary Phone	201-921-2741 Ext. Type cell
Optional Phone	Type
Fax	201-420-2224
*Email	dbuoncuore@hobokenfire.org

Alternate Contact Information Number 2

* Title	Battalion Chief
Prefix (select one)	Mr.
* First Name	Paul
Middle Initial	
* Last Name	Kasley
* Primary Phone	201-420-2256 Ext. Type work
*Secondary Phone	201-424-2364 Ext. Type cell
Optional Phone	Type
Fax	201-420-2224
*Email	pkasley@hobokenfire.org

Applicant Information

EMW-2014-FV-00310
Originally submitted on 11/29/2014 by richard blohm (Userid: richie)

Contact Information:

Address: 201 jefferson street
City: hoboken
State: New Jersey
Zip: 07030
Day Phone: 2014202258
Evening Phone: 2014833055
Cell Phone: 2019063324
Email: richiefd@aol.com

Application number is EMW-2014-FV-00310

* Organization Name	Hoboken Fire Department
* Type of Applicant	Fire Department/Fire District
* Fire Department/District, Nonaffiliated EMS, and Regional applicants, select type of Jurisdiction Served If "Other", please enter the type of Jurisdiction	City

SAM.gov **(System For Award Management)**

* What is the legal name of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.	Hoboken Fire Department

* What is the legal business address of your Entity as it appears in SAM.gov?
Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

* Mailing Address 1	201 Jefferson Street
Mailing Address 2	
* City	Hoboken
* State	New Jersey
* Zip	07030 - 9998 Need help for ZIP-4?
* Employer Identification Number (e.g. 12-3456789) Note: This information must match your SAM.gov profile.	22-6001993
* Is your organization using the DUNS number of your Jurisdiction?	No, we have our own DUNS number separate from our Jurisdiction.
I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application. (Required if you select Yes above)	
* What is your 9 digit DUNS number?	956400931 (call 1-866-705-5711 to get a DUNS number)
If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here. Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.	
* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?	Yes
* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.	✓
Headquarters or Main Station Physical Address	
* Physical Address 1	201 Jefferson Street
Physical Address 2	
* City	Hoboken
* State	New Jersey
* Zip	07030 - 1901 Need help for ZIP-4?
Mailing Address	
* Mailing Address 1	201 Jefferson Street
Mailing Address 2	
* City	Hoboken
* State	New Jersey
* Zip	07030 - 1901 Need help for ZIP-4?
Bank Account Information	
* The bank account being used is: (Please select one from right)	Note: If this is selected, a 4 digit DUNS plus 4 is required if you answered "YES" to using the DUNS number of your Jurisdiction. Maintained by my Jurisdiction

Note: The following banking information must match your SAM.gov profile.

* Type of bank account	Checking
* Bank routing number - 9 digit number on the bottom left hand corner of your check	221272031
*Your account number	2059900762

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?	No
* If awarded, will your organization expend more than $750,000 in Federal funds during your organization's fiscal year? If "Yes", your organization may be required to undergo an A-133 audit. Reasonable costs incurred for an A-133 audit are an eligible expenditure and should be included in the applicant's proposed budget. Please enter audit costs only once under any "Additional Funding" in the "Request Details" section of the application.	Yes
* Is the applicant delinquent on any Federal debt?	No

If you answered "Yes" to any of the additional questions above, please provide an explanation in the space provided below:

We are requesting a fire apparatus as one of the items we desperately need for our community at risk. Over 70 percent of Hoboken was under 5 feet of water and our apparatus sustained a tremendous amount of salt water damage from the Hudson River, raw sewage and home heating fuel oil exposure. While we reimbursed for the initial mechanical damage FEMA has long since stopped funding anything attributed to that. However we have continued to be plagued with electrical and mechanical problems to our two (2) 12 year old aerials. We have no additional ones and when one goes out of service we reduce our aerial capability by 50%. In a population of 50,000 in one square mile to have that vulnerability is a very dangerous situation.

We are also asking under PPE for a personal bailout system for each member of the department along with the training necessary to insure that it can be utilized to enhance the health and safety of the firefighters of our department. We are also in need of a traffic light preemption system for two of our fire stations. We have in the past been prevented from responding because of bumper to bumper traffic which could not get out of our way because of the traffic lights preventing vehicles from moving out of our fire apparatus' way to respond to fire calls. Lastly we have 63 SCBA bottles that are coming to the end of their 15 years before they have to be discarded and are requesting new ones to replace them. Lastly we have a 33 foot surface water rescue boat and we need to provide detailed training on how to operate the vessel during emergency operations and will need back fill overtime for this training as well

Fire Department/Fire District Department Characteristics (Part I)

* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property?	No
* What kind of organization do you represent?	All Paid/Career
If you answered "Combination" above, what is the percentage of career members in your organization?	%
If you answered "Volunteer", "Combination" or "Paid on-call", how many of your volunteer Firefighters are paid members from another career department?	
* What type of community does your organization serve?	Urban
* Is your Organization considered a Metro Department?	No
* What is the square mileage of your first-due response area? Primary/First Due Response Area is a geographical area proximate to a fire or rescue facility and normally served by the personnel and apparatus from that facility in the event of a fire or other emergency and does not include daily or seasonal population surges.	1.2
* What percentage of your primary response area is protected by hydrants?	100 %
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	hudson
* Does your organization protect critical infrastructure?	Yes

If "Yes", please describe the critical infrastructure protected below :

Our eastern boundary is the Hudson River, we have a NJ Transit train that empties from other counties into Hoboken where the commuters then either go into a subway station in Hoboken leading into NY or take one of several water taxi's leading in and out of NYC. On our southern boundary is the entrance to the Holland Tunnel and on our northern boundary is the entrance to the Lincoln Tunnel both of these portals into and out of NJ are traveled by hundreds of thousands of private and commercial vehicles daily. Disruption of any of these major transportation hubs would be devastating to the region.

* How much of your primary response area is for agriculture, wildland, open space, or undeveloped properties?	15 %
* What percentage of your primary response area is for commercial and industrial purposes?	15 %
* What percentage of your primary response area is used for residential purposes?	70 %
* How many occupied structures (commercial, industrial, residential, or institutional) in your primary response area are more than three(3) stories tall? Do not include structures which are not regularly occupied such as silos, towers, steeples, etc.	9050
* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served?	50005
*Do you have a seasonal increase in population?	No
If "Yes" what is your seasonal increase in population?	
* How many active firefighters does your department have who perform firefighting duties?	108
* How many members in your department/organization are trained to the level of EMT-I or EMT-Advanced?	2
Does your department have a Community Paramedic program?	No
How many personnel are trained to the Community Paramedic level?	0
* How many stations are operated by your organization?	4
* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)?	Yes
* Do you currently report to the National Fire Incident Reporting System (NFIRS)? Note: You will be required to report to NFIRS for the entire period of the grant.	Yes
If you answered "Yes" above, please enter your FDIN/FDID	09005
* How many of your active firefighters are trained to the level of Firefighter I? (Include all personnel who have attained Firefighter I)	100 %

* How many of your active firefighters are trained to the level of both Firefighter I and Firefighter II?	100 %
If you answered less than 100% to either question above, are you requesting for training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?	No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds to bring everyone to the FF II level in this application, please describe in the box below your training program and your plans to bring your membership up to Firefighter II.

* What services does your organization provide?

	Formal/Year-Round Fire Prevention Program	Rescue Operational Level
	Haz-Mat Operational Level	Rescue Technical Level
Basic Life Support	Haz-Mat Technical Level	Structural Fire Suppression
	Maritime Operations/Firefighting	
Emergency Medical Responder		

* Please describe your organization and/or community that you serve.

First off having been a peer reviewer myself I wanted to thank you for your taking time away from your personal lives to provide this service for the emergency response community. I fully understand the sacrifice you make to participate in this worthwhile program for all of us and thank you in advance for reading our grant request. The City of Hoboken is an urban waterfront community directly in the backdrop of NYC. Due to our close proximity to NYC we are directly in the center of what the United States Department of Homeland Security deems critical infrastructure. To give you a sense geographically where we are situated if you stood at our eastern boundary along the Hudson River as you look to your left you see the Empire State Building and as you look to your right you see the new Freedom Tower.

According to the latest census Hoboken has a "bedroom community" of 50,005 in a 1.2 square mile area making us one of the most densely populated communities per square mile in America and this constitutes a high life hazard in particular at residential structure fires. During the day our transient population swells to well over 100,000 people. This is due in no small part because of the ease of access for people looking to take mass transit into NYC from our community. We have a NJ Transit commuter railroad line that ends in Hoboken so that those commuters can take advantage of either a subway system that travels under the Hudson River and provides commuter service into and out of NYC daily or one of several water taxis that cross the river into NYC as well.

The NJ Transit bus system has a depot that ends in Hoboken moving tens of thousands of people daily for access to the subway system or water taxis for NYC. On our southern border is the entrance to the Holland Tunnel leading into NYC and on our northern border we have the Lincoln Tunnel leading into and out of NYC. These two portals combined see over several hundred thousand cars and commercial vehicles heading in and out of NYC daily.

We have over 70 structures that are deemed as high hazard, high rise buildings with more under construction including a recently completed "W" hotel Eight (8) of these high rise structures are senior citizen housing buildings, and we also have a moderate sized boat manna. On our western boundary there is a commuter light rail system. There are also ten (10) day care centers in Hoboken along with a chemical engineering college which has dormitories for both single and married students situated on a bluff overlooking the Hudson River and once again with a significant daytime transient population of students, professors and administrative staff.

The New Jersey Transit system is proposing and has been approved for another 2 million square feet of both residential and commercial real estate space. This project once completed will swell the number of existing high rise structures and residential populations once completed. This will literally consist of an additional eight (8) city blocks being created along our southern border.

Our department is comprised of 108 men and women have very capable structural firefighting experience and a multitude of diverse training skills to protect our community. We have a 38 person hazardous materials response team which also covers 11 other communities in Hudson County on a rotating basis for hazmat response.

We are part of a nine (9) county UASI Metro Strike Team which is trained as one cohesive unit and is on call anywhere in NJ for any manmade or natural disaster. We are also trained in high angle rescue, surface water rescue and all members of the department are first responder trained.

The Hoboken Fire Department has the very unique recognition of being one of approximately 50 fire departments in the United States that hold a Class One rating with the Insurance Service Organization (ISO). We have repeatedly maintained this rating since first receiving it in 1996.

Fire Department Characteristics (Part II)

	2013	2012	2011
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	2	0	0
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	2	9	3
* Over the last three years, what was your organization's average operating budget?	0	0	0
* What percentage of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?	0%	0%	0%
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%	2013	2012	2011
Taxes?	100 %	100 %	100 %
Bond Issues	0 %	0 %	0 %
EMS Billing?	0 %	0 %	0 %
Grants?	0 %	0 %	0 %
Donations?	0 %	0 %	0 %
Fund drives?	0 %	0 %	0 %
Fee for Service?	0 %	0 %	0 %
Other?	0 %	0 %	0 %

If you entered a value into Other field (other than 0), please explain

Does your organization intend to provide a cost share greater than the required amount? (If applying for a Micro Grant, please select "N/A")	No
If yes, how much additional funding in excess of the required cost share is your organization willing to contribute? Enter the amount in the box to the right. Note: This figure will not affect the budget calculations .	$

* Please describe your organization's need for Federal financial assistance.

In the last three years the tax rate for Hoboken taxpayers has continually increased to balance the budget in the following manner:

2011 properties were assessed at 46.21 per thousand of value
2012 properties were assessed at 47.50 per thousand of value
2013 properties were assessed at 47.98 per thousand of value

While that may not seem like a large increase it has to be multiplied by the valuation of each property. Additionally you can see below that in each year the municipal portion of each tax

dollar has shrunk.

In 2011 the municipality received 39.90 percent of every tax dollar

In 2012 the municipality received 38.74 percent of every tax dollar

In 2013 the municipality received 37.60 percent of every tax dollar.

As you can see by the above illustration while taxes were raised in each consecutive year to the taxpayers of the community Hoboken actually received a smaller percentage in each year for municipal purposes. This was due to increases in the county portion of taxes over which we have no control and then as well the school board budget which is separate and distinct and their having received a larger share of each tax dollar.

The community is getting ready to go through a devastating reevaluation which will adversely impact the taxpayers of the community and will surely increase the number of tax appeals filed. In 2014 alone there were over 600 successful tax appeals totaling 475,000 which had to be returned to the taxpayers of the community. Our governor overestimated returns on fire pension investments made and the state has sustained a shortfall of over 700 million dollars for this coming year. Our state aid has been flat for the last 2 years and while we fully intend to request state aid again with the current state shortfall we are not confident that we will even be able to maintain previous levels of state aid to local municipalities such as ours. We have even sought out public private partnerships but there are no entities that are or can work with us to secure funding to purchase these items.

Hoboken has 16,783 parcels of land of which 812 are exempt from taxation such as houses of worship, subsidized government housing, municipal government buildings, libraries, schools, parks, open land space, etc. I was surprised when the tax assessor indicated that these exemptions constitute almost 30 percent of the overall real estate value in Hoboken which is non-taxable. This means that the burden to adopt a balanced budget falls on the balance of the properties and therefore those taxpayers.

With all of city departments vying for the same scarce tax dollars the community simply has not been able to allocate funding for these items being requested despite continued requests and the imminent need. Without this funding the health and safety of each firefighter will potentially be reduced as no purchases can be made by the municipality without federal help. I have a commitment from the Business Administrator and the Mayor that if we receive an award within 30 days we will start the purchasing process and have these items in place during the period of performance as required by the grant guidance documents. This will not only protect our firefighters in the performance of their duties it will enhance the health and safety of both the residential and business owners in the community.

* How many vehicles does your organization have in each type or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. listed below?** (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Number of Front Line Apparatus	Number of Reserve Apparatus	Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type Ior Type II Engine Urban Interface	3	2	25
Ambulances for transport and/or emergency response:	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	0	0	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	2	0	8
Brush/Quick attack(pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	0	0	0
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	2	1	10
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle	1	0	4

Fire Department Call Volume

	2013	2012	2011
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, Enter 0)			
Structural Fires	31	36	47
False Alarms/Good Intent Calls	2084	2276	1838
Vehicle Fires	5	7	7
Vegetation Fires	8	1	2
EMS-BLS Response Calls	0	0	0
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Vehicle Accidents w/o Extrication	13	14	10
Vehicle Extrications	3	1	2
Other Rescue	199	191	213
Hazardous Condition/Materials Calls	337	191	213
Service Calls	589	724	562
Other Calls and Incidents	956	1113	527
Total	4225	4554	3421
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, Enter 0)			
What is the total acreage of all vegetation fires?	0	0	0
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)			
In a particular year, how many times does your organization receive Mutual Aid?	4	3	4
In a particular year, how many times does your organization receive Automatic Aid?	0	0	0
In a particular year, how many times does your organization provide Mutual Aid?	56	57	51
In a particular year, how many times does your organization provide Automatic Aid?	10	12	10

Total Mutual / Automatic Aid (please total the responses from the previous two blocks)	70	72	65
Out of the Mutual / Automatic Aid responses, how many were structure fires?	56	57	65

Request Information

1. Select the program for which you are applying. You can apply for as many activities within a program as you need. If you are interested in applying under Vehicle Acquisition or Operations and Safety, **you will need to submit separate applications.**

Program Name

Vehicle Acquisition

2. Will this grant directly benefit more than one organization?

Yes

If you answered "Yes" to Question 2, please explain how this request benefits other organizations below:

Yes we provide mutual aid significantly more than we receive it. Over the last three years we provided mutual aid to 6 different communities 207 times. This significantly demonstrates the benefit to be derived by surrounding jurisdictions should we receive this award.

3. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

$0

* 4. Are you requesting a Micro Grant? A Micro Grant is limited to $25,000 Federal share. Modification to Facilities activity is ineligible for Micro Grants.	No

Request Details

The activities for program **Vehicle Acquisition** are listed in the table below.

Item	Total Cost	Additional Funding	Action
Aerial Apparatus	$ 743,339	$ 8,474	View Details Additional Funding Narrative
Vehicle Inventory			View Vehicle Inventory
Grant-writing fee associated with the preparation of this request.		$0	

Vehicle Inventory

* **If you have 15 emergency response vehicles or less,** list all of your Engines or Pumpers, Tankers, Aerials, Brush/Rescue Vehicles. List all vehicles providing the type, the age, the pump capacity (GPM) if applicable, and the carrying capacity (gallons) if applicable.

	Vehicle Type (possible terms: Additional Vehicles, Aerial Apparatus, Ambulance, Brush/Quick Attack, Engine (or Pumper), Rescue Vehicles, Tanker)	Age	GPM	Gallons	VIN
1	Engine (or Pumper)	22	1250	500	4ENRAAA88P1002078
2	Engine (or Pumper)	22	1250	500	4ENRAAA86P1002077
3	Engine (or Pumper)	12	1250	500	4ENRAAA8131006628
4	Engine (or Pumper)	5	1500	500	4S7CT2D9XAC072315
5	Engine (or Pumper)	2	1500	500	4S7CT2D99CC075872
6	Aerial Apparatus	12	0	0	4EN3ABA8X31006624
7	Aerial Apparatus	12	0	0	4EN3ABA8631007138
8	Rescue Vehicles	17	0	0	4ENRAAA85X1009599
9	Rescue Vehicles	9	0	0	4S7HT2B976C052541
10	Additional Vehicles	17	0	0	1FMZU34EXWUB60791
11	Additional Vehicles	15	0	0	1HTSLABM1YH271736
12					
13					
14					
15					

View Firefighter Vehicle Program

Vehicle Details

*1. What type or class of vehicle are you requesting?	Aerial Apparatus
* Please provide a detailed description of the item selected above:	6 Man Seating, Welded Aluminum Body, Single Axle, No Pump,100 FT. 300# Tip Load, Rear Mount Ladder.
*2. Cost: (whole dollar amounts only)	$ 743339
*3. Is the vehicle you propose to buy:	Addition to the fleet
4. Was the vehicle you're requesting to replace built prior to the applicable NFPA vehicle standard from 1992?	
5. If you are requesting to replace an ambulance, what is the mileage of the ambulance being replaced?	
*6. Does your organization's procurement policy permit the use of group purchasing plans or purchasing schedules? (e.g., Business Process Outsourcing (BPO), co-op agreements, state contracts, GSA, etc.)	Yes
Do you intend to use a group purchasing plan for this purchase?	Yes
If No, explain:	

*7. If awarded a grant, are the specifications available for immediate release?	Yes
8. What is the age of the vehicle being replaced?	
*9. Do you have a driver-training program equivalent to national or NFPA standards?	Yes
If No, will you develop one prior to receipt of the vehicle per the Funding Opportunity Announcement (FOA)?	
*10. Are you requesting funding for training specific to the vehicle acquisition? **(Funding for requested training should be entered in the Firefighting Vehicle Additional Funding section)**	No
If you are not requesting funding for training, will you obtain the appropriate training through other resources ?	
11. If awarded, will you permanently remove the vehicle to be replaced from your organization's emergency response service ?	N/A
Please enter the type and year of manufacture for vehicle being replaced.	
Please enter the VIN (Vehicle Identification Number) for the vehicle you are requesting to replace:	
*12. How long have you owned the vehicle you are replacing?	Years (whole number only) N/A
*13. If you are removing a vehicle from service, what is the number of calls that vehicle responded to during 2013 (documented through vehicle or dispatch logs)?	(whole number only) N/A
*14. If awarded, will you develop and/or enforce standard operating policies/procedures that require: 1) all occupants to use seatbelts, 2) all drivers of the grantee's apparatus must adhere to all	Yes
*15. Will this vehicle be used for automatic and/or mutual aid?	Both
*16. How many vehicles of the same type/class as the requested vehicle are assigned to the location the requested vehicle will be located?	0

Firefighting Vehicle - Additional Funding (optional)

Budget Object Class Definitions

	Additional Funding	
a. Personnel	Help	$ 0
b. Fringe Benefits	Help	$ 0
c. Travel	Help	$ 0
d. Equipment	Help	$ 8474
e. Supplies	Help	$ 0
f. Contractual	Help	$ 0
g. Construction	Help	$ 0
h. Other	Help	$ 0
i. Indirect Charges	Help	$ 0
j. State Taxes	Help	$ 0

Explanation
We are requesting only the most basic additional equipment for this apparatus as follows:

One (1) 10 foot folding ladder
Two (2) 16 foot roof ladders
One (1) 20 foot roof ladder
One (1) 24 foot extension ladder
One (1) 28 foot extension ladder
Two (2) 35 foot extension ladders.

One (1) pick axe
Three (3) 6 foot pike poles
Two (2) 8 foot pike poles
Two (2) 12 foot pike poles

The other equipment necessary to outfit this aerial if we are awarded is already in our possession including SCBA's. All of the equipment we have ready for this apparatus if awarded is also NFPA approved..

Firefighting Vehicle - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters

If awarded we have in our possession a complete, detailed set of specifications and through a group purchase initiative called HGAC we have minimized the costs associated with our request. While there is limited space allowed here for the project description we wish to provide the following for your review of the aerial we wish to purchase. We are looking for a 110 ft. aerial that will be compliant with NFPA 1901, 2009 edition. It will have a 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

We have all of the necessary NFPA compliant equipment to outfit this apparatus with the exception of the most basic additional equipment for this apparatus as follows:

One (1) 10 foot folding ladder
Two (2) 16 foot roof ladders
One (1) 20 foot roof ladder
One (1) 24 foot extension ladder
One (1) 28 foot extension ladder
Two (2) 35 foot extension ladders.

One (1) pick axe

Three (3) 6 foot pike poles
Two (2) 8 foot pike poles
Two (2) 12 foot pike poles

We have already notified the vendor that we would be using HGAC a group purchase program and that if we receive a favorable review for our award that they should be prepared to provide a contract for review within one week of our contacting them. This is so the local governing body can review and approve it as soon as possible and then get an immediate preconstruction conference for the apparatus. The local governing body based on our population is required to provide a 10 percent match which has already been encumbered for our use if we are given a successful award. We won't need to purchase SCBA's as we have enough for our project and this further reduces the cost of our request.

Once the contract has been signed the construction of the aerial will begin and we will provide periodic updated reports as required by FEMA as to our progress. We estimate that if our grant is approved we would be able to take delivery of a new aerial within 4 to 6 months well within the required period of performance.

To complement our purchase we have already implemented and completed a training program where 80 members of our department have been certified to the national standard NFPA Driver/Operator 1002 which we were able to accomplish from a previous AFG grant. Of course the apparatus itself and all the equipment that it will be outfitted with will be NFPA approved.

BUDGET DETAIL

Aerial apparatus cost 751,813
Federal share 676,631
Municipal share 75,181

We have over 9050 structures in Hoboken with thousands of them between five and six stories in height. All of which would require the use of an aerial for rescue, a secondary means of egress off the structure or for a ladder pipe operation in the event of a structure fire. On average in our 1.2 square miles with an over 50,000 population we respond to 4000 calls for service with also within the last three years we responded to 114 structure fires. This project will undoubtedly enhance the health and safety of our members and insure not only the protection of the residents of Hoboken but also insure that we can fulfill our mutual aid requirements to our neighboring communities. Additionally this past year we had 56 requests for mutual aid many times a request is for an aerial unfortunately we have had to turn those requests down each time our aerial has been out of service for repairs.

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* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the costs incurred? Are the costs reasonable? Provide justification for the budget items relating to the costs of the requested items. *4000 characters

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Currently we have two aerial apparatus with no spares of any kind for our aerial needs when one or both are placed out of service for repairs. We have over 70 high rise buildings, 9050 structures in Hoboken and a bedroom population of 50,005 with an average of 4,000 calls for service annually in a 1.2 square mile town.

Since Super Storm Sandy devastated our community we have had continuous problems with salt water oxidation and mechanical parts literally failing monthly on all of our apparatus. In the aftermath of that storm we were of course reimbursed for repairs necessary. However salt water oxidation is insidious and occurs over a long period of time. The funding for repairs from the government has long since been closed and we have had to bear a significant monetary burden ourselves for the last year. These costs have risen in the tens of thousands of dollars in repairs.

Each time one of the apparatus are sent out for repair it reduces our aerial capacity by fifty percent. When an apparatus is placed out of service the manufacturer has to have it towed to their facility and troubleshoot the problems many times which are either electrical or mechanical in nature. There have been occasions where we didn't receive our aerial back for over three weeks while the manufacturer waited for parts to arrive for them to effect the repairs necessary.

This puts our community at an extremely high risk in particular when a structure fire (114 over the last 3 years) occurs and an aerial apparatus is needed for either a rescue of occupants, a secondary means of egress off of a structure or for a ladder pipe operation to be put in play. While we have written mutual aid agreements with our neighboring communities they can rarely release an aerial when we request mutual aid. There have been over a dozen times in the last two years where an aerial was requested by one of our neighboring mutual aid communities and we have had to refuse them as it would leave us with no such apparatus in town due to one of ours being out for repairs.

If our project is funded in less than 6 months we will have taken delivery of this apparatus and this will mean that we will have enhanced our capabilities to protect our community. Not only will this project benefit Hoboken it will also allow us to be more flexible with regard to mutual aid requests for an aerial to our neighboring communities. This will resolve our inability more times than not to honor our written mutual aid agreements with them. We provide mutual aid to 11 neighboring communities so the effect of this award will not only enhance the health and safety of the men and women of our department but also allow us to honor each and every time a request for mutual aid asking for an aerial apparatus.

We have done everything in our power to keep the costs of this project to a minimum by utilizing a group purchase cost initiative through the HGAC. We have also keep the cost of this project reasonable by asking for the bare minimum of NFPA approved equipment that we would need to outfit this aerial. All of the other equipment we would need such as SCBA's and assorted other tools is already accounted for and all of it is NFPA approved. All of the requested equipment will be purchased using the group purchase power of HGAC once again keeping the costs reasonable.

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* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

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During and after Super Storm Sandy seventy percent of Hoboken was under 5 feet of contaminated water this contamination was a combination of salt water from the Hudson River, raw sewage from our waste water treatment facility and residential home heating fuel oil. We even had to abandon two of our fire stations for over 3 weeks due to this issue.

A successful award will allow us to maintain our ability to provide an aerial at a structure fire
(114 over the last 3 years) or other emergency. We know there is a limited amount of award money allocated for apparatus so we formed an apparatus committee to generate specifications for a bare bones aerial that would still meet our needs for our current mission. We will also be able to continue to honor our written mutual aid (56 requests this year) and automatic aid (10 requests this year) commitments.

This award will prevent the reduction of fire protection of our community by 50% which is what currently happens every time one of our aerials has to be placed out of service for repairs as we have no spare aerials. This aerial would replace the one that last year responded to over 1400 calls for service 36 calls which were structure fires. This award will have a significant positive impact on the wellbeing of our community, the men and women of the fire dept. as well as our capability to provide an aerial on the significant number of mutual aid calls we are requested for each year. Our greatest fear is that both aerials will have mechanical problems at the same time resulting in no aerials in our community to protect our town.

Hoboken is part of DHS's designated critical infrastructure in NJ and this grant is our last hope of meeting the challenge for the immense fire protection responsibility the community has generated due to explosive increases in our infrastructure. Funding approval will allow the Hoboken Fire Dept. to continue with its capability to support its current core mission for emergency response.
Without this grant it would adversely impact our current mission regarding life safety and fire suppression we have 1000's of 5 and 6 story apartment buildings that require the use of an aerial during emergency operations. It will cripple our written mutual aid and automatic aid agreements with the 11 contiguous communities possibly placing them in jeopardy when they need us. With this award we will be able to maintain all strategic and tactical objectives necessary at a structure fire or other emergency scene where an aerial would be useful.

A favorable award would give us continuous protection insuring that we maintain our capabilities to protect our community. We provided mutual aid 56 times last year and want to continue to aid and assist other communities when they call. This award will obviously translate into providing better fire protection not only for our community but those requesting mutual aid rather than us having to decline to be able to provide that coverage for those requesting it.

We would like to thank you for taking the time to read our grant request.

Budget

Budget Object Class

a. Personnel $ 0

b. Fringe Benefits	$ 0
c. Travel	$ 0
d. Equipment	$ 751,813
e. Supplies	$ 0
f. Contractual	$ 0
g. Construction	$ 0
h. Other	$ 0
i. Indirect Charges	$ 0
j. State Taxes	$ 0
Federal and Applicant Share	
Federal Share	$ 683,467
Applicant Share	$ 68,346
Applicant Share of Award (%)	10
* Non-Federal Resources *(The combined Non-Federal Resources must equal the Applicant Share of $ 68,346)*	
a. Applicant	$ 0
b. State	$ 0
c. Local	$ 68,346
d. Other Sources	$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget	**$ 751,813**

Narrative Statement

For 2011 and on, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Richard Blohm** on **11/14/2014**

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.
Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over $100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantees policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement and
(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.
(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip	Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by Richard Blohm on 11/14/2014

FEMA Standard Form LLL

Only complete if applying for a grant for more than $100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Applicant's Acknowledgements	Complete
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Information	Complete
Request Details	Complete
Budget	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED. If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

  To the best of my knowledge and belief, all data submitted in this application are true and correct.

  This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: The primary contact will be responsible for signing and submitting the application. Fields marked with an * are required.

I, Richard C Blohm, am hereby providing my signature for this application as of 29-Nov-2014.

Entire Application

Applicant's Acknowledgements

* I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.

* As required per 2 CFR ¿ 25.205, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is a correct and active at time of submission.

* I certify that the applicant organization has consulted the appropriate Funding Opportunity Announcement and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).

* I certify that the applicant organization is aware that this application period is open from 11/03 to 12/05/2014 and will close at 5 PM EST; further that the applicant organization is aware that that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.

* I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s), comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: http://www.fema.gov/media-library/assets/documents/30521?id=6906

* I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **richard blohm** on **2014-11-03**

Overview

***Did you attend one of the workshops conducted by an AFG regional fire program specialist?**
Yes, I have attended workshop
***Did you participate in a webinar that was conducted by AFG?**
No
***Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?**
Yes, I am a member/officer of this applicant

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.
Fields marked with an * are required.

Preparer Information

* Preparer's Name	
* Address 1	
Address 2	
* City	
*State	
* Zip	- Need help for ZIP+4?

In the space below please list the person your organization has selected to be the primary point of contact (POC) for this grant. This should be a department officer or member of the organization who will see this grant through completion, to include closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can reach the POC.

Primary Point of Contact

* Title	Fire Chief
Prefix (select one)	Mr.
* First Name	Richard
Middle Initial	C
* Last Name	Blohm
* Primary Phone(e.g. 123-456-7890)	201-420-2258 Ext. Type work
* Secondary Phone (e.g. 123-456-7890)	201-906-3324 Ext. Type cell
Optional Phone (e.g. 123-456-7890)	Type Select
Fax (e.g. 123-456-7890)	201-420-2224
* Email (e.g. user@xyz.org)	richiefd@aol.com

Contact Information

Alternate Contact Information Number 1

* Title	Battalion Chief
Prefix (select one)	Mr.
* First Name	David
Middle Initial	
* Last Name	Buoncuore
* Primary Phone	201-420-2272 Ext. Type work
*Secondary Phone	201-921-2741 Ext. Type cell
Optional Phone	Type
Fax	201-420-2224
*Email	dbuoncuore@hobokenfire.org

Alternate Contact Information Number 2

* Title	Battalion Chief
Prefix (select one)	Mr.
* First Name	Paul
Middle Initial	
* Last Name	Kasley
* Primary Phone	201-420-2256 Ext. Type work
*Secondary Phone	201-424-2364 Ext. Type cell
Optional Phone	Type
Fax	201-420-2224
*Email	pkasley@hobokenfire.org

Applicant Information

EMW-2014-FO-00887
Originally submitted on 11/29/2014 by richard blohm (Userid: richie)

Contact Information:

Address: 201 jefferson street
City: hoboken
State: New Jersey
Zip: 07030
Day Phone: 2014202258
Evening Phone: 2014833055
Cell Phone: 2019063324
Email: richiefd@aol.com

Application number is EMW-2014-FO-00887

* Organization Name	Hoboken Fire Department
* Type of Applicant	Fire Department/Fire District
* Fire Department/District, Nonaffiliated EMS, and Regional applicants, select type of Jurisdiction Served	City
If "Other", please enter the type of Jurisdiction	

SAM.gov **(System For Award Management)**

* What is the legal name of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.	Hoboken Fire Department

* What is the legal business address of your Entity as it appears in SAM.gov?
Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

* Mailing Address 1	201 Jefferson Street
Mailing Address 2	
* City	Hoboken
* State	New Jersey
* Zip	07030 - 9998 Need help for ZIP+4?
* Employer Identification Number (e.g. 12-3456789) Note: This information must match your SAM.gov profile.	22-6001993
* Is your organization using the DUNS number of your Jurisdiction?	No, we have our own DUNS number separate from our Jurisdiction.
I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application. (Required if you select Yes above)	☐
* What is your 9 digit DUNS number?	956400931 (call 1-866-705-5711 to get a DUNS number)
If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here. Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.	
* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?	Yes
* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.	☑

Headquarters or Main Station Physical Address

* Physical Address 1	201 Jefferson Street
Physical Address 2	
* City	Hoboken
* State	New Jersey
* Zip	07030 - 1901 Need help for ZIP+4?

Mailing Address

* Mailing Address 1	201 Jefferson Street
Mailing Address 2	
* City	Hoboken
* State	New Jersey
* Zip	07030 - 1901 Need help for ZIP+4?

Bank Account Information

* The bank account being used is: (Please select one from right)	Note: If this is selected, a 4 digit DUNS plus 4 is required if you answered "YES" to using the DUNS number of your Jurisdiction. Maintained by my Jurisdiction

Note: The following banking information must match your SAM.gov profile.

* Type of bank account	Checking
* Bank routing number - 9 digit number on the bottom left hand corner of your check	221272031
*Your account number	2059900762

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?	No
* If awarded, will your organization expend more than $750,000 in Federal funds during your organization's fiscal year? If "Yes", your organization may be required to undergo an A-133 audit. Reasonable costs incurred for an A-133 audit are an eligible expenditure and should be included in the applicant's proposed budget. Please enter audit costs only once under any "Additional Funding" in the "Request Details" section of the application.	Yes
* Is the applicant delinquent on any Federal debt?	No

If you answered "Yes" to any of the additional questions above, please provide an explanation in the space provided below:

We are looking to purchase a new aerial ladder apparatus which is desperately needed for our fire department as our community is at a significant risk. Over 70 percent of Hoboken was under 5 feet of water during and after Super Storm Sandy and our existing fir apparatus sustained a tremendous amount of salt water damage from the Hudson River, raw sewage and home heating fuel oil. During that period of time our fire apparatus went through these contaminants for weeks until the water subsided. In fact we had to borrow several fire apparatus for several weeks since ours broke down during their use at that time. There has been continuous, insidious damage sustained over time from salt water corrosion and fuel oil getting into various components of our fleet of apparatus. While FEMA assisted in repairs during that time they have long since closed access to any additional funds and we find that we still have issues from that storm with our fire apparatus. We have two (2) aerial apparatus with no spares to fill in when one of the aerials breaks down and has to be placed out of service. We therefore lose 50 percent of our capabilities with aerial operations ability anytime one of them is placed out of service. This places our community at a significant risk when an aerial device is needed. We are only 1.2 square miles but we have a bedroom population of 50,005 with over 70 buildings that are considered high rises (over 70 of them) with high life hazards. Surrounding communities don't have additional aerial devices that we can borrow so when one of them is broken down we are relying on mutual aid to assist us. While written mutual aid agreements are good to have in an emergency there is still a significant delay in their arrival time depending on the time of day. In some instances when we requested mutual aid for an aerial device we were told none was available due to their own maintenance or structure fires occurring at the same time. I inquired of the AFG help desk regarding the question about if we are going to expend more than 750,000 in federal funds and while it may seem contradictory since this apparatus will cost 574,501 we are requesting other PPE, equipment and training under another grant which will bring us over the 750,000 if we are awarded for everything we are requesting.

Fire Department/Fire District Department Characteristics (Part I)

* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property?	No
* What kind of organization do you represent?	All Paid/Career
If you answered "Combination" above, what is the percentage of career members in your organization?	%
If you answered "Volunteer", "Combination" or "Paid on-call", how many of your volunteer Firefighters are paid members from another career department?	
* What type of community does your organization serve?	Urban
* Is your Organization considered a Metro Department?	No
* What is the square mileage of your first-due response area? Primary/First Due Response Area is a geographical area proximate to a fire or rescue facility and normally served by the personnel and apparatus from that facility in the event of a fire or other emergency and does not include daily or seasonal population surges.	1.2
* What percentage of your primary response area is protected by hydrants?	100 %
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Hudson
* Does your organization protect critical infrastructure?	Yes

If "Yes", please describe the critical infrastructure protected below :

Our eastern boundary is the Hudson River on the other side of the river is NYC. To give you a sense geographically where we are, on our eastern boundary looking to your left you see the Empire State Building and looking to your right you see the new Freedom Tower. We have a subway system in Hoboken that leads into various areas of Manhattan with tens of thousands of commuters daily, there are many water taxis and ferry systems that travel from Hoboken into NY. We have a New Jersey Transit bus depot that ends at the entrance to the subway previously mentioned. On our western boundary is a light rail commuter system. On our southern boundary is the entrance to the Holland Tunnel leading into NYC. Several hundred thousand private and commercial vehicles travel in and out of this portal daily. On our northern boundary is the Lincoln Tunnel and the same holds true here with regard to the amount of vehicular traffic that travels to and from NY through this portal. Finally we have a commuter railroad that ends at the entrance to the subway for NYC as well.

* How much of your primary response area is for agriculture, wildland, open space, or undeveloped properties?	15 %
* What percentage of your primary response area is for commercial and industrial purposes?	15 %
* What percentage of your primary response area is used for residential purposes?	70 %

* How many occupied structures (commercial, industrial, residential, or institutional) in your primary response area are more than three(3) stories tall? Do not include structures which are not regularly occupied such as silos, towers, steeples, etc.	9050
* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served?	50005
*Do you have a seasonal increase in population?	No
If "Yes" what is your seasonal increase in population?	
* How many active firefighters does your department have who perform firefighting duties?	108
* How many members in your department/organization are trained to the level of EMT-I or EMT-Advanced?	2
Does your department have a Community Paramedic program?	No
How many personnel are trained to the Community Paramedic level?	0
* How many stations are operated by your organization?	4
* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)?	Yes
* Do you currently report to the National Fire Incident Reporting System (NFIRS)? Note: You will be required to report to NFIRS for the entire period of the grant.	Yes

If you answered "Yes" above, please enter your FDIN/FDID	09005
* How many of your active firefighters are trained to the level of Firefighter I? (Include all personnel who have attained Firefighter I)	100 %
* How many of your active firefighters are trained to the level of both Firefighter I and Firefighter II?	100 %
If you answered less than 100% to either question above, are you requesting for training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?	No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds to bring everyone to the FF II level in this application, please describe in the box below your training program and your plans to bring your membership up to Firefighter II.

* What services does your organization provide?

Basic Life Support
Emergency Medical Responder
Formal/Year-Round Fire Prevention Program
Haz-Mat Operational Level
Haz-Mat Technical Level
Maritime Operations/Firefighting
Rescue Operational Level
Rescue Technical Level
Structural Fire Suppression

* Please describe your organization and/or community that you serve.

First off having been a peer reviewer myself I wanted to thank you for your taking time away from your personal lives to provide this service for the emergency response community. I fully understand the sacrifice you make to participate in this worthwhile program for all of us and thank you in advance for reading our grant request. The City of Hoboken is an urban waterfront community directly in the backdrop of NYC. Due to our close proximity to NYC we are directly in the center of what the United States Department of Homeland Security deems critical infrastructure. To give you a sense geographically where we are situated if you stood at our eastern boundary along the Hudson River as you look to your left you see the Empire State Building and as you look to your right you see the new Freedom Tower.

According to the latest census Hoboken has a "bedroom community" of 50,005 in a 1.2 square mile area making us one of the most densely populated communities per square mile in America and this constitutes a high life hazard in particular at residential structure fires. During the day our transient population swells to well over 100,000 people. This is due in no small part because of the ease of access for people looking to take mass transit into NYC from our community. We have a NJ Transit commuter railroad line that ends in Hoboken so that those commuters can take advantage of either a subway system that travels under the Hudson River and provides commuter service into and out of NYC daily or one of several water taxis that cross the river into NYC as well.

The NJ Transit bus system has a depot that ends in Hoboken moving tens of thousands of people daily for access to the subway system or water taxis for NYC. On our southern border is the entrance to the Holland Tunnel leading into NYC and on our northern border we have the Lincoln Tunnel leading into and out of NYC. These two portals combined see over several hundred thousand cars and commercial vehicles heading in and out of NYC daily.

We have over 70 structures that are deemed as high hazard, high rise buildings with more under construction including a recently completed "W" hotel Eight (8) of these high rise structures are senior citizen housing buildings, and we also have a moderate sized boat marina. On our western boundary there is a commuter light rail system. There are also ten (10) day care centers in Hoboken along with a chemical engineering college which has dormitories for both single and married students situated on a bluff overlooking the Hudson River and once again with a significant daytime transient population of students, professors and administrative staff.

The New Jersey Transit system is proposing and has been approved for another 2 million square feet of both residential and commercial real estate space. This project once completed will swell the number of existing high rise structures and residential populations once completed. This will literally consist of an additional eight (8) city blocks being created along our southern border.

Our department is comprised of 108 men and women have very capable structural firefighting experience and a multitude of diverse training skills to protect our community. We have a 38 person hazardous materials response team which also covers 11 other communities in Hudson County on a rotating basis for hazmat response.

We are part of a nine (9) county UASI Metro Strike Team which is trained as one cohesive unit and is on call anywhere in NJ for any manmade or natural disaster. We are also trained in high angle rescue, surface water rescue and all members of the department are first responder trained.

The Hoboken Fire Department has the very unique recognition of being one of approximately 50 fire departments in the United States that hold a Class One rating with the Insurance Service Organization (ISO). We have repeatedly sustained this rating since first receiving it in 1996.

Fire Department Characteristics (Part II)

	2013	2012	2011
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	2	0	0
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	2	9	3
* Over the last three years, what was your organization's average operating budget?	0	0	0
* What percentage of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?	0%	0%	0%
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%	2013	2012	2011
Taxes?	100 %	100 %	100 %
Bond Issues	0 %	0 %	0 %
EMS Billing?	0 %	0 %	0 %
Grants?	0 %	0 %	0 %
Donations?	0 %	0 %	0 %
Fund drives?	0 %	0 %	0 %
Fee for Service?	0 %	0 %	0 %
Other?	0 %	0 %	0 %

If you entered a value into Other field (other than 0), please explain

Does your organization intend to provide a cost share greater than the required amount? (If applying for a Micro Grant, please select "N/A")	No
If yes, how much additional funding in excess of the required cost share is your organization willing to contribute? Enter the amount in the box to the right. Note: This figure will not affect the budget calculations .	$

* Please describe your organization's need for Federal financial assistance.

In the last three years the tax rate for Hoboken taxpayers has continually increased to balance the budget in the following manner:

2011 properties were assessed at 46.21 per thousand of value

2012 properties were assessed at 47.50 per thousand of value
2013 properties were assessed at 47.98 per thousand of value

While that may not seem like a large increase it has to be multiplied by the valuation of each property. Additionally you can see below that in each year the municipal portion of each tax dollar has shrunk.

In 2011 the municipality received 39.90 percent of every tax dollar

In 2012 the municipality received 38.74 percent of every tax dollar

In 2013 the municipality received 37.60 percent of every tax dollar.

As you can see by the above illustration while taxes were raised in each consecutive year to the taxpayers of the community Hoboken actually received a smaller percentage in each year for municipal purposes. This was due to increases in the county portion of taxes over which we have no control and then as well the school board budget which is separate and distinct and their having received a larger share of each tax dollar.

The community is getting ready to go through a devastating reevaluation which will adversely impact the taxpayers of the community and will surely increase the number of tax appeals filed. In 2014 alone there were over 600 successful tax appeals totaling 475,000 which had to be returned to the taxpayers of the community. Our governor overestimated returns on fire pension investments made and the state has sustained a shortfall of over 700 million dollars for this coming year. Our state aid has been flat for the last 2 years and while we fully intend to request state aid again with the current state shortfall we are not confident that we will even be able to maintain previous levels of state aid to local municipalities such as ours. We have even sought out public private partnerships but there are no entities that are or can work with us to secure funding to purchase these items.

Hoboken has 16,783 parcels of land of which 812 are exempt from taxation such as houses of worship, subsidized government housing, municipal government buildings, libraries, schools, parks, open land space, etc. I was surprised when the tax assessor indicated that these exemptions constitute almost 30 percent of the overall real estate value in Hoboken which is non-taxable. This means that the burden to adopt a balanced budget falls on the balance of the properties and therefore those taxpayers.

With all of city departments vying for the same scarce tax dollars the community simply has not been able to allocate funding for these items being requested despite continued requests and the imminent need. Without this funding the health and safety of each firefighter will potentially be reduced as no purchases can be made by the municipality without federal help. I have a commitment from the Business Administrator and the Mayor that if we receive an award within 30 days we will start the purchasing process and have these items in place during the period of performance as required by the grant guidance documents. This will not only protect our firefighters in the performance of their duties it will enhance the health and safety of both the residential and business owners in the community.

* How many vehicles does your organization have in each type or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. listed below?** (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Number of Front Line Apparatus	Number of Reserve Apparatus	Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type Ior Type II Engine Urban Interface	3	2	25
Ambulances for transport and/or emergency response:	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	0	0	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	2	0	8
Brush/Quick attack(pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	0	0	0
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	2	1	12
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle	1	0	4

Fire Department Call Volume

	2013	2012	2011
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, Enter 0)			
Structural Fires	31	36	47
False Alarms/Good Intent Calls	2084	2276	1838
Vehicle Fires	5	7	7
Vegetation Fires	8	1	2
EMS-BLS Response Calls	0	0	0
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Vehicle Accidents w/o Extrication	13	14	10
Vehicle Extrications	3	1	2
Other Rescue	199	191	213
Hazardous Condition/Materials Calls	337	191	213
Service Calls	589	724	562
Other Calls and Incidents	956	1113	527
Total	4225	4554	3421
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, Enter 0)			
What is the total acreage of all vegetation fires?	0	0	0
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)			
In a particular year, how many times does your organization receive Mutual Aid?	4	3	4
In a particular year, how many times does your organization receive Automatic Aid?	0	0	0
	56	57	51

In a particular year, how many times does your organization provide Mutual Aid?			
In a particular year, how many times does your organization provide Automatic Aid?	10	12	10
Total Mutual / Automatic Aid (please total the responses from the previous two blocks)	70	72	65
Out of the Mutual / Automatic Aid responses, how many were structure fires?	56	57	65

Request Information

1. Select the program for which you are applying. You can apply for as many activities within a program as you need. If you are interested in applying under Vehicle Acquisition or Operations and Safety, **you will need to submit separate applications.**

Program Name

Operations and Safety

2. Will this grant directly benefit more than one organization?

Yes

If you answered "Yes" to Question 2, please explain how this request benefits other organizations below:

Yes we provide mutual aid significantly more than we receive it. Over the last three years we provided mutual aid to 6 different communities 207 times and have written mutual aid agreements with 11 contiguous communities. This significantly demonstrates the benefit to be derived by surrounding jurisdictions should we receive this award.

3. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

$0

* 4. Are you requesting a Micro Grant? A Micro Grant is limited to $25,000 Federal share. Modification to Facilities activity is ineligible for Micro Grants.	No

Request Details

The activities for program **Operations and Safety** are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Equipment	1	$ 41,728	$ 0
Modify Facilities	0	$ 0	$ 0
Personal Protective Equipment	2	$ 160,009	$ 9,900
Training	1	$ 1,800	$ 0
Wellness and Fitness Programs	0	$ 0	$ 0

Grant-writing fee associated with the preparation of this request. $0

Equipment

Equipment Details

1. What equipment will your organization purchase with this grant?	Specialized Equipment
* Please provide a detailed description of the item selected.	This is for a traffic preemption system outside of our fire stations 1 model 3100 radio unit 1 model 764 multimode phase selector 1 model 760 card rack 1 model 1010 GPS radio unit 1 model 1060 GPS Intelligreen Control unit
2. Number of units:	4 (whole number only)
3. Cost per unit:	$ 10432 (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.)
4. The equipment purchased under this grant program will:	
Buy equipment for the first time (never owned before)	
5. Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your Narrative Statement, please explain how this equipment will bring the organization into voluntary compliance.	No
6. Is your department trained in the proper use of the equipment being requested?	No
7. Are you requesting funding to be trained for these item(s)? Funding for requested training shall be entered in the corresponding Additional Funding section. (Under the Action column select	No
8. If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?	Yes

Firefighting Equipment - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters

Our project consists of mission-critical performance with interoperability and scalability for superior traffic priority control. Positioned at intersections near our fire stations, it incorporates intelligent radio/GPS technology to quickly preempt traffic control lights for faster, safer response. Currently our fire stations have signal lights that many times during the day trigger a significant back up of traffic leading to bumper to bumper congestion which blocks our ability to respond from within our fire stations.

We respond to approximately 4,000 calls for service each year and many times we are delayed in trying to get out of our fire stations due to traffic congestion created by these traffic lights. Even with lights and sirens when the traffic comes to a standstill at these traffic light intersections civilian vehicles cannot move out of our way. With our project we will be able to move this congestion along by preempting the traffic lights and allow us to respond in a quicker, safer fashion to an emergency call.

If we receive this award the municipality has agreed to encumber the required match and we will notify the vendor within 30 days of our award notification that we wish to proceed with the installation of the equipment. This system will be installed and up and running within 90 to 120 days of notification of a successful award. Vendors believe that this is a reasonable amount of time to be able to process our order well within the period of performance as outlined in the guidance documents.

The vendor has agreed to train our personnel to utilize the equipment for its designed purpose which is to function as a traffic preemption system. The budget is as follows:

The following will be installed to address four traffic light intersections

Four (4) Opticom GPS activated Traffic System intersection components 27,980
One (1) Model 3100 radio unit
One (1) Model 1070 cable (250 ft.)
One (1) Model 764 multimode phase selector
One (1) Model 760 card rack
One (1) Mounting bracket assembly

Equipment installed in two of our Fire Stations as follows:

Two (2) Opticom GPS preemption system intelligreen components 13,750
One (1) Model 1010 GPS radio unit
One (1) Model 11070 cable (150 ft.)
One (1) Model 1060 GPS intelligreen Control unit

TOTAL COST 41,730

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the costs incurred? Are the costs reasonable? Provide justification for the budget items relating to the costs of the requested items. *4000 characters

On many occasions we have had a delayed response to calls for service do to our inability to proceed out of our fire stations. This is due to the bumper to bumper traffic that is caused by specific traffic lights at intersections right next to our fire stations.

An increase in our capability to respond is not really measurable in dollars as anything that helps us get to an emergency scene in a safe efficient manner will certainly enhance life safety of the residents of our community.

The cost of the installation of this system is a very reasonable price to pay for a shortening of our fire apparatus response times to emergency scenes. We have researched various mechanisms to produce the desired results of traffic preemption and believe we have found the one that will afford us the needed clearance around our fire stations at the most economical cost possible.

There is a significant benefit to arriving at the scene of a structure fire in a timely manner. Every minute we are delayed will exponentially increase the fire hazard at the emergency scene. Being held up in traffic as outlined above puts much stress on the responding firefighters knowing they are being delayed trying to get to a fire scene. Unfortunately this may result in firefighters attempting to take short cuts for making up the time they lost blocked in traffic in front of their respective fire stations. With this system in place we will not have the added stress that accompanies delays of this nature that could have been avoidable with such a system operating in our community. This system will benefit our community greatly and we hope that you view our request favorably

* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

We respond to on average 4,000 calls for service each year. The cost of installing this equipment is minimal when considering the positive aspects of its use if awarded. This system will allow firefighters to respond in a safe fashion yet get there quicker then they can possibly accomplish now due to constant traffic congestion.

The faster we arrive safely at a scene of an emergency the more likely we will mitigate the dangers to the residents of the structure on fire, MVA, hazmat event, or water rescue call to name just a few. This will also enhance our capability to honor mutual aid agreements not only for structure fires but for hazardous materials incidents as we are on call for 11 contiguous communities on a rotating basis with two other hazmat teams in our county. All of the above and a multitude more calls for service require us to use our apparatus to perform our duty. Traffic congestion that blocks our means of egress out of our fire stations will result in untimely response times which may cause serious injury or fatalities.

The cost benefit analysis of this project is more than reasonable and we hope you determine that our project has value to our community like we do and grant our award.

Personal Protective Equipment

Personal Protective Equipment Details

1. Select the PPE that you propose to acquire	Personal Safety / Rescue Bailout System
Please provide a detailed description of the item selected above or if you selected "Other" above, please specify.	We are requesting a Personal Safety System which includes an Exo Descender, 50' Technora rope, anchor hook with hitching slot, ok carabiner, universal escape system carry bag and a Gemtor personal safety class II harness. The primary purpose of this request is to increase the safety of emergency responders.
2. Number of units:	112 (whole number only)
3. Cost per unit:	$625 (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.)
4. Please provide your percentage for the appropriate question below: • For turnout requests, what percentage of your on-duty active members ***will have*** PPE that meets applicable NFPA and OSHA standards if this grant is awarded? • If you are requesting new SCBA, what percentage of your seated riding positions ***will have*** compliant SCBA assigned to it if this grant is awarded? • If you are asking for specialized PPE (e.g., Haz-Mat), what percentage of applicable members ***will have*** specialized PPE that meets established standards if this grant is awarded? For example, if your 100-member department has a 10-member Haz-Mat team and you are requesting 10 Haz-Mat suits, you are requesting 100% of the applicable members.	100%
5. What is the purpose of this request?	To replace or upgrade obsolete/damaged PPE/SCBA (must be a minimum of 10 years or older and two NFPA cycles)

If you have indicated you are requesting PPE (any PPE other than SCBA/Cylinders/Face Pieces) in Question 1, what are the specific ages of your PPE in years? If requesting SCBA/Cylinders/Face Pieces, please select "N/A", do not provide ages here but continue on to the next question.

Please assure that you've accounted for ALL gear for ALL members declared in Department Characteristics - not just the gear you wish to replace. If you have 30 members then account for 30 sets of PPE.

Age (in Years)	Current Inventory	Being Replaced
Less than 1		
1		
2		
3		
4		
5		
6		

	7		
	8		
	9		
	10	50	50
	11		
	12		
	13		
	14		
	15		
	16 or more		
	Number of members without PPE	62	62

Are you requesting Face Pieces only?	No
If yes, how many?	
If you have indicated you are requesting SCBA/Cylinders/Face Pieces in Question 1, to which edition(s) of the NFPA 1981 standard are your SCBA/Cylinders/Face Pieces compliant? If not requesting SCBA/Cylinders/Face Pieces, please select "N/A" and continue on to the next question. Please account for ALL SCBA/Cylinders/Face Pieces currently in your department's inventory - not just the SCBA/Cylinders/Face Pieces you wish to replace. If you have damaged or inoperable SCBA/Cylinders/Face Pieces please list them in the "Obsolete/Damaged" section.	N/A

Year	Current Inventory SCBA	Cyl	FP	Being Replaced SCBA	Cyl	FP
2013 Edition						
2007 Edition						
2002 Edition and older						
Obsolete/damaged						

If awarded SCBAs, will you be requesting additional Face Pieces?	No
If yes, how many?	
6. Is your department trained in the proper use of the PPE/SCBA being requested?	No
7. Are you requesting funding for training for this PPE/SCBA? **(Funding for requested training should be requested in the PPE Additional Funding section).**	Yes
If you are not asking for training funds through this application, will you obtain training for this PPE/SCBA through other sources?	No

Personal Protective Equipment

Personal Protective Equipment Details

1. Select the PPE that you propose to acquire	SCBA Spare Cylinders
Please provide a detailed description of the item selected above or if you selected "Other" above, please specify.	We currently have 73 SCBA bottles that are beyond their service life of fifteen years. We are seeking through a state contract price seventy-three 45-minute Carbon Air Cylinders. This will insure an adequate supply of breathable air for our firefighting forces at an emergency.
2. Number of units:	73 **(whole number only)**
3. Cost per unit:	$1233 **(whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.)**
4. Please provide your percentage for the appropriate question below: • For turnout requests, what percentage of your on-duty active members ***will have*** PPE that meets applicable NFPA and OSHA standards if this grant is awarded? • If you are requesting new SCBA, what percentage of your seated riding positions ***will have*** compliant SCBA assigned to it if this grant is awarded? • If you are asking for specialized PPE (e.g., Haz-Mat), what percentage of applicable members ***will have*** specialized PPE that meets established standards if this grant is awarded? For example, if your 100-member department has a 10-member Haz-Mat team and you are requesting 10 Haz-Mat suits, you are requesting 100% of the applicable members.	100%
5. What is the purpose of this request?	To replace or upgrade obsolete/damaged PPE/SCBA (must be a minimum of 10 years or older and two NFPA cycles)
If you have indicated you are requesting PPE (any PPE other than SCBA/Cylinders/Face Pieces) in Question 1, what are the specific ages of your PPE in years? If requesting SCBA/Cylinders/Face Pieces, please select "N/A", do not provide ages here but continue on to the next question.	N/A

Please assure that you've accounted for ALL gear for ALL members declared in Department Characteristics - not just the gear you wish to replace. If you have 30 members then account for 30 sets of PPE.

Age (in Years)	Current Inventory	Being Replaced
Less than 1		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

	11
	12
	13
	14
	15
	16 or more
	Number of members without PPE
Are you requesting Face Pieces only?	No
If yes, how many?	

If you have indicated you are requesting SCBA/Cylinders/Face Pieces in Question 1, to which edition(s) of the NFPA 1981 standard are your SCBA/Cylinders/Face Pieces compliant? If not requesting SCBA/Cylinders/Face Pieces, please select "N/A" and continue on to the next question. Please account for ALL SCBA/Cylinders/Face Pieces currently in your department's inventory - not just the SCBA/Cylinders/Face Pieces you wish to replace. If you have damaged or inoperable SCBA/Cylinders/Face Pieces please list them in the "Obsolete/Damaged" section.

Year	Current Inventory			Being Replaced		
	SCBA	Cyl	FP	SCBA	Cyl	FP
2013 Edition		4				
2007 Edition		51				
2002 Edition and older		73			73	
Obsolete/damaged						

If awarded SCBAs, will you be requesting additional Face Pieces?	No
If yes, how many?	
6. Is your department trained in the proper use of the PPE/SCBA being requested?	Yes
7. Are you requesting funding for training for this PPE/SCBA? **(Funding for requested training should be requested in the PPE Additional Funding section).**	No
If you are not asking for training funds through this application, will you obtain training for this PPE/SCBA through other sources?	No

Firefighting PPE - Additional Funding (optional unless you're applying for Training funds)

Budget Object Class Definitions

	Additional Funding	
a. Personnel	Help	$ 0
b. Fringe Benefits	Help	$ 0
c. Travel	Help	$ 0
d. Equipment	Help	$ 0
e. Supplies	Help	$ 0
f. Contractual	Help	$ 0
g. Construction	Help	$ 0
h. Other	Help	$ 9900
i. Indirect Charges	Help	$ 0
j. State Taxes	Help	$ 0

Explanation
We are requesting a Personal Safety System which includes an Exo Descender, 50' Technora rope, anchor hook with hitching slot, ok carabiner, universal escape system carry bag and a Gemtor personal safety class II harness.

We have requested a personal bailout system for each member of the department which will necessitate our department being trained in its use and thus receive national certification for completion of the training. The purpose of this initiative is to increase the safety of our emergency responders. If awarded we will receive basic end user training in the following way. Four (4) consecutive days, a scheduled break (due to vacation changes) then an additional four (4) consecutive days of training. This format is targeted at training our entire complement of firefighters. This training program consists of a minimum of 6 to 8 hours per day and is described in detail as follows. It will consist of Lecture, Power Point, an Overview of the system, a description of its intended use, Care and Maintenance, a written test, a hands on station consisting of three elements - Hitch Anchor, Remote Anchor and System Packaging. Then each student will perform a minimum of nine (9) bailout slides at increased levels of difficulty. Finally a debriefing and an evaluation of the program.

Additionally we are requesting a Train the Trainer program for four (4) of our firefighters (1 per shift). This program will consist of Lecture, Power Point, Overview of the System, a Safety and Survival overview, Backup Safety Belay - set up, operation, hands on use and familiarization. Care and Maintenance of the Class II Harness, Teaching the Escape System - use, operation, troubleshooting. Each student will perform "Student - Instructor Teach backs" in classroom and for the hands on at a window. There will also be supervised instruction with students and then finally a debriefing. This Train the Trainer will insure that there are three individuals per platoon of our department that will be capable to continue this training on this system long after the initial training was completed by the company we select. We believe it is essential to insure this continuity and continued training regularly for our firefighters to remain proficient in its use and care. By doing so we believe that the cost benefit for this plan makes sense as this is a significant investment in our department by FEMA.

Firefighting PPE - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters

With the award every member of the department will be issued their own personal bailout system that has been UL classified and tested to meet the NFPA 1983-2012 standard for escape systems that are capable of rapid deployment under severe conditions.

This will put Hoboken in compliance with statutory directives requiring such a system for each member having the potential to enter an immediately dangerous to life and health atmosphere. This will dramatically increase the health safety of every responder and allow us to support our existing mission of providing life safety to our community.

Currently about 50 members of the department have a bail out system that is over 10 yrs old. This system is antiquated and no longer manufactured. We cannot even replace parts therefore many of the existing ones are no longer serviceable. Even if they were all in good working condition we still have 62 members of the department with no such system at all. Therefore this proposal should not only be considered a replacement of obsolete PPE for the members of the department that have a bailout system, but as a first time purchase for the other members of the department that have no bail out system at all.

The timeline for completion of our project is 90 days after notification that we were awarded the funding to proceed. Within 30 days the municipality will commence to place an order for the equipment and set a schedule for the commencement of the training. This includes the personal bailout system for each firefighter and the training necessary to familiarize them with how to use the equipment. We are also requesting a Train the Trainer for a total of four (4) firefighters 1 in each of our four (4) platoons so that moving forward training can be a continuous ongoing process rather than a one time delivery.

We have already advised vendors for their quotes and they are prepared to act on our project as soon as they receive a purchase order for the project. They believe that our timeline is reasonable and feel confident that they can meet our expectations once an order has been placed.

We believe this equipment is essential for any emergency that may confront us as this year we had 31 structure fires, 199 rescue calls, and 337 hazardous conditions calls, all of which have increased in numbers over previous years. Having this equipment will certainly enhance firefighter safety and survival at an emergency scene and help us to continue to support our existing mission of life safety. The equipment cost for this request breaks down as follows:

Personal safety bailout system 335.00 X 112 firefighters
Universal escape carry bag 65.00 X 112 firefighters
Personal Safety Class II Harness 225.00 X 112 firefighters
End User Training Class 80.00 X 112 firefighters
Train the Trainer 250.00 x 4 firefighters
TOTAL $79,900

Keep in mind that the end user training and the TtT are requested under additional funding but just listed here for you to see what the entire project would cost.

These costs are necessary to integrate this lifesaving equipment into our department based on the above calculations there is a significant cost vs benefit advantage when looking at the cost per firefighter to the cost to outfit and train them.

The second project we are interested in is the replacement of 73 air cylinders that are beyond their service life of 15 years. In the same time frame listed above for the bailout system we will complete the procurement of the cylinders to replace ones that by law have to place O/S. These are costly items and without funding we won't be able to replace them. If awarded we will use state contract pricing which is 1233 per cylinder. Without this award we wont have any spare air cylinders to replenish those used during the course of an emergency. The budget for that is as follows:

Carbon wrap 45-minute air cylinders 1233 x 73 for a total of $90,009

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the costs incurred? Are the costs reasonable? Provide justification for the budget items relating to the costs of the requested items. *4000 characters

There are 70 high life hazard structures in that by definition they are beyond the reach of our 110 foot aerial devices. There are also thousands of structures that are over 6 stories in height. This bailout system will afford each firefighter an alternate escape route should the need arise when their means of egress has been cut off. This will increase the health and safety of the members of the department as these systems have proven themselves many times across the country. These devices will give firefighters the confidence in performing their duties knowing that they will be able to exit a hazardous environment when there is no clear way to exit the structure under normal means.

Under the current fiscal crisis we cannot afford this valuable equipment and the training necessary without AFG funding. We assigned personnel to perform an exhaustive study to determine the best value possible from existing systems on the market and have found that this type of unit is not only the best fit for our needs but is the most economical. Many fire departments employ this type of system that we are also interested in.

We would also require training so that each firefighter properly wears and can execute the use of the equipment. Training will be instructor led, starting in the classroom utilizing power point, lecture, written testing and then familiarization with the equipment. Then nstructor led hands on training covering three elements as follows: Hitch anchor, Remote anchor and system packaging. Then will come deployment techniques and basic operations where each student will be performing a minimum of 9 bailouts each with increasing difficulty. The next phase of training will be a safety and survival overview, use of a Class II harness along with care and maintenance. This is a very comprehensive well thought out plan which will increase the performance of firefighters working in highly dangerous situations. This confidence will come from their knowledge that this equipment is designed to save their lives if they become trapped inside a structure and there is a need to exit immediately or to be used to rescue trapped victims in a building.

We will also have an instructor led Train the Trainer for 4 firefighters (1 per shift). The purpose of this TtT will be to insure that there is a continued training with this bailout equipment long after the trainers from the company we secure have left. This way we can continually reinforce what they have learned upon receipt of this equipment and have everyone maintain their competency in its use.

The equipment cost for this request breaks down as follows:

Personal safety bailout system 335.00 X 112 firefighters
Universal escape carry bag 65.00 X 112 firefighters
Personal Safety Class II Harness 225.00 X 112 firefighters
End User Training Class 80.00 X 112 firefighters
Train the Trainer 250.00 x 4 firefighters

Total 79,900

These costs are all necessary to integrate this lifesaving equipment into our department as a first time purchase and based on the above calculations there is a significant cost vs. benefit advantage should we be granted this award request. Looking at the cost per firefighter the benefits of such a worthy project are certainly reasonable and customary.

The second part of our request is to replace outdated air cylinders. We have 128 air cylinders 73 of which have reached their serviceable life span of 15 years and must be placed out of service immediately. This leaves almost no spare cylinders to be used at a structure fire or other emergency requiring the use of an SCBA. Currently we have to rely on mutual aid to provide an air truck and fill them at the scene or use their spare cylinders for our use. This significantly delays operations at an emergency scene having to wait to refill cylinders. The cost of the bottles are taken off state contract pricing to make our request as economical as possible.

* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

Firefighters finding themselves in a potential bailout situation is greater now than ever before. With lightweight building materials in modern construction burning sometimes more than 5 times faster than in older homes, and synthetic materials burning faster and hotter equates to increased danger to firefighters in a significant way.

Simply stated a fire is going to be hotter and spread faster. A firefighter can use this device to safely escape from windows or other openings if all other means of egress from the fire have been blocked or compromised.

It will not only allow the safe descent of our firefighters from burning buildings but also to help rescue the residents trapped inside. Currently we don't have that capability for all of the members of our department. This equipment will provide our firefighters with the ability to protect their lives but also to support our core mission which is to protect the lives of the residents of our community that we serve.

This award will instill confidence to every firefighter because they will have the equipment and training necessary to escape or rescue a victim should the need arise. This will allow each firefighter the capability to find an alternate way out of a hazardous environment inside a burning structure. The cost of this project per firefighter is miniscule in comparison to the ability to insure the health and safety of each emergency responder.

If awarded there will be continuous training with this equipment and the system itself. One of the additional benefits will be the emphasis placed on a firefighter being situationally aware of their surroundings causing the firefighters to operate in a safer manner in the execution of their duties.

This award will enhance our core mission to save lives and property for without this bailout system we would not be able to rescue people in an efficient manner or perhaps not at all when the need arises. Of course with new equipment comes increased training which in turn makes our firefighters more proficient in all aspects of firefighting.

Additionally many of our surrounding communities have the same type of system so that when we go on mutual aid we will have a well-defined interoperable capability with the firefighters from those communities. Just last year alone we provided mutual aid 56 times and anything that increases the safety and wellbeing of our firefighters and increases their confidence will make for a safer work environment. This equipment is essential for every firefighter working at an emergency scene. unfortunately our community cannot afford this equipment on our own we are hoping to receive a favorable award to implement this valuable life safety equipment to protect the protectors.

The second component of our request for air cylinders will provide a tremendous benefit to our daily operations in that spare cylinders will be available for use immediately when needed. At the end of this year we will have to place those 15 year old air cylinders out of service. Having to rely on mutual aid to arrive to either provide spare bottles or an air truck to refill ours is very dangerous yet a reality for us into next year.

This places our firefighters in an untenable situation and at significant risk to their life safety. With this award we won't have to wait for mutual aid to provide an air truck or provide us with their spare cylinders for our use. Emergency operations wont be delayed and this provides a tremendous level of safety to the firefighters and the residents at an emergency scene. It will also facilitate a quicker ability to mitigate an emergency scene with enough available air to get the job done.

We cannot fund this project on our own and would need the AFG assistance to deliver our core mission of life safety and property conservation. Thank you for your time in considering our proposal

Training Program

	Training Details
1. For your active structural firefighters do you require FF II or equivalent? **If you answer "No" to this question, you must include a request for Firefighter I, Firefighter II (NFPA 1001) under General Training.**	Yes
2. What type of training are you requesting?	
Maritime (NFPA 1405/1005)	
Please provide a detailed description of the Training Program you selected.	Basic hull designs, nomenclature, power systems and classification by the US Coast Guard. Basic safety regulations,understanding the State and Federal aids to navigation systems in waterways. Accident prevention to insure personal safety on the water;and water rescue techniques for boaters. Weather observation, chart familiarization, use of the marine compass, and use of the marine VHF radio. Riding and handling techniques. This course is recognized by the US Coast Guard.
3. Generally, this program can best be categorized as:	
Training that is evaluated/tested using a national, state or local standard	
4. What percentage of personnel will be trained by this program?	20 %
5. Generally, the training program provided under this grant:	
Will bring your department into compliance with applicable NFPA or other standards, please specify:	Explanation: Yes the New Jersey State Police require this certification for any responder handling the controls of a vessel on the water. The Port of NY & NJ is considered critical infrastructure by the US Department of Homeland Security. We received a 33 ft. surface water rescue vessel and are part of an interoperable marine force securing our port. Five waterfront communities have identical vessels. This frees the Coast guard from having to respond to minor boater safety accidents and waterfront fires.
6. Will this training enhance your ability to provide Mutual Aid?	Yes
If you answered Yes to the question above, please explain.	We are one of several waterfront communities across the river from NY. many of these communities have marinas, both commercial and residential structures, recreational piers etc. This training will enhance our capabilities to respond to these waterfront emergencies in a professional and competent manner.
7. Will this training include members from other fire departments and/or nonaffiliated EMS organizations?	No
8. Will this training be:	Instructor-led

Budget Item - Maritime (NFPA 1405/1005)

*Item	Marine
*Please provide a detailed description of the item selected above.	The New Jersey State Police require a Boater Safety Course/ Maritime safety Initiative in order to operate a vessel on the open water. We have a 33 foot surface water rescue and firefighting vessel capable of providing 1250 GPM of water. The program consists of 8 hours of instructor led and hands on training on our vessel.
* Select Object Class	Personnel
If you selected other above, please specify	
* Number of units	24 (Whole number only)

* Cost per unit $ 75 (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.)

Firefighting Training - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters

Once we receive notification of an award we will contact the vendor to develop and initiate the schedule to move forward with our training class that is recognized by the US Coast Guard. This program is also a requirement of the New Jersey State Police.

This training course meets the State of New Jersey – Division of State Police Marine Law Enforcement requirements for boat safety education, this course is approved by the National Association of State Boating Law Administrators (NASBLA). This course is also recognized by the US Coast Guard as acceptable to the National Boating Safety Program. Students will receive a national certification for completion of the program.

This is an 8-hour course that provides a comprehensive overview of required boat and PWC operation.
Course components include:

• A description of boat characteristics, basic hull designs, nomenclature, power systems and classification by the US Coast Guard.

• Legal requirements for the registration and titling of boats, the equipment to be carried on board and the training and certification of boat operators.

• Basic safety regulations, Rules of the Road and understanding the State and Federal aids to navigation systems in the waterways.

• Operating characteristics of boats and an introduction to basic seamanship.

• Accident prevention and steps to take to insure personal safety on the water; facts about boating under the influence and the effects of hypothermia on boaters; and water rescue techniques for boaters.

• Weather observation, chart familiarization, use of the marine compass, use of the marine VHF radio, and boating through locks and around dams.

• Special operational characteristics of personal watercraft; riding and handling techniques and personal protective equipment.

• Environmental management and conservation responsibilities of boat operators, including fueling and cleanup; restrictions on marine heads, the dumping of trash and waste; and reporting responsibilities and procedures.

• Dangers of Carbon Monoxide. Keeping our Waterways Safe and US Warnings.

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the costs incurred? Are the costs reasonable? Provide justification for the budget items relating to the costs of the requested items. *4000 characters

Hoboken is a waterfront community and we recently received through a Port Security grant a 33 foot surface water rescue vessel which also has the capability to provide waterside fire suppression capabilities. We have a moderate sized Marina, a "W" Hotel, three recreational piers used for concerts and special events in addition to a NJ train station that provides service for a commuter railroad from other parts of our county and beyond. Along our waterfront is the entrance to a subway system that connects Hoboken with New York. There are also several water taxis that take commuters back and forth from Hoboken into and out of New York City

This program will provide basic maritime training for 24 men and women of our department six (6) per shift to be in compliance with state mandated requirements. This training will enhance our capabilities to respond to many different types of waterway emergencies. We will be more proficient in protecting the mouth of the port of NY and NJ after completing this program. We will better be able to form a surface water rescue interoperable force with our contiguous communities as there are four (4) other waterfront communities with the exact same vessel.

There is no comparison to the benefits realized from this training when comparing the cost of delivering it. 24 members of our department will be better able to serve our community along its waterfront in the Hudson River when operating on the water.

This certification is state mandated by the New Jersey State Police.

* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

Hoboken's eastern boundary is the Hudson River which separates Hoboken from New York City. We are part of a group of identical 33 foot Boston Whaler's that have identical equipment and capabilities. We have entered into mutual aid agreements not only with the surrounding waterfront communities but also with the US Coast Guard.

This has increased our capabilities for any water emergencies that may impact Hoboken as we can draw on a significant amount of similar resources to be used when needed. With this training the members manning this vessel will be more comfortable in navigating in and around the port of NY & NJ patrolling and providing assistance as needed.

The value of the training far surpasses the cost to train 24 individuals to state of readiness. We have many different waterfront activities during the warmer season in our area from kayaking, to a small beach and a waterfront café. Having this capability will greatly enhance the safety of the residents and visitors of our community. there are also several water taxis services that travel back and forth from Hoboken to New York we would be able to assist them if there an accident or breakdown of one of these vessels. One of the main benefits to this is that it allows the US Coast Guard to focus on major emergencies on the water leaving the smaller boats in distress, etc to the vessels such as ours.

This training will not only benefit our community but having this training will allow us to better respond to mutual aid requests when needed.

Budget

Budget Object Class	
a. Personnel	$ 1,800
b. Fringe Benefits	$ 0
c. Travel	$ 0
d. Equipment	$ 201,737
e. Supplies	$ 0
f. Contractual	$ 0
g. Construction	$ 0
h. Other	$ 9,900
i. Indirect Charges	$ 0

j. State Taxes	$ 0
Federal and Applicant Share	
Federal Share	$ 194,034
Applicant Share	$ 19,403
Applicant Share of Award (%)	10
* Non-Federal Resources *(The combined Non-Federal Resources must equal the Applicant Share of $ 19,403)*	
a. Applicant	$ 19,403
b. State	$ 0
c. Local	$ 0
d. Other Sources	$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget	**$ 213,437**

Narrative Statement

For 2011 and on, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need In Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Richard Blohm** on **11/25/2014**

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.
Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over $100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantees policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement and
(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.
(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip	Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by Richard Blohm on 11/25/2014

FEMA Standard Form LLL

Only complete if applying for a grant for more than $100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Applicant's Acknowledgements	Complete
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Information	Complete
Request Details	Complete
Budget	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED. If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

To the best of my knowledge and belief, all data submitted in this application are true and correct.

This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: The primary contact will be responsible for signing and submitting the application. Fields marked with an * are required.

I, Richard C Blohm, am hereby providing my signature for this application as of 29-Nov-2014.

Introduced by: _____ 414
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

A RESOLUTION AUTHORIZING SUBMISSION OF ASSISTANCE TO FIREFIGHTERS GRANT (AFG) APPLICATION TO US DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) FOR $213,437 FOR PERSONAL SAFETY RESCUE AND BAILOUT EQUIPMENT, SELF CONTAINED BREATHING APPARATUS, TRAFFIC SIGNAL PREEMPTION EQUIPMENT AND BOATER SAFETY TRAINING COURSE

WHEREAS, the **City of Hoboken** seeks federal funding from the US Department of Homeland Security (DHS), Federal Emergency Management Administration (FEMA) through its Assistance to Firefighters Grant (AFG) grant program; and

WHEREAS, municipal Fire Departments are eligible for funding under this grant program; and

WHEREAS, the purpose of the grant program is to increase the safety of residents and firefighters through operations and safety improvements, such as training, Personal Protective Equipment (PPE) or non-PPE equipment, wellness and fitness programming for firefighters, facility modifications, necessary technology; and

WHEREAS, there is a 10% local match (non-federal funds) for applicants serving between 20,001 – 1,000,000 residents; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $19,403 will be available in the following appropriation 4-01-46-892-001 in the CY2014 budget; and I further certify that this commitment together with all previously made commitments and payments will 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, CFO**

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

1) The Department of Public Safety and the Hoboken Fire Department are authorized to file an AFG grant application with the US Department of Homeland Security, Federal Emergency Management Administration.

2) The Mayor or her designee is authorized to execute the above referenced grant application, as well as the grant agreement, so long as the match isn't greater than the attached certification, and all other documents to fulfill the intent of the application and subsequent grant funding, and the Council ratifies same.

3) This resolution shall take effect immediately.

Meeting date: December 16, 2014

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

DEC 16 2014

_____

CITY CLERK

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				✓ Absent
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: DEC 16 2014

CITY CLERK

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE A CONTRACT FOR NATURAL GAS SERVICES FOR THE CITY OF HOBOKEN BY THE SUCCESSFUL BIDDER AT A BID ATTEMPT CONDUCTED ON DECEMBER 16, 2014 TO: WOODRUFF ENERGY **IN ACCORDANCE WITH THE BID SPECIFICATIONS FOR NATURAL GAS SUPPLY SERVICES AND THE ATTACHED RECOMMENDATION FROM T&M ASSOCIATES DATED DECEMBER 16, 2014, FOR A TWENTY FOUR MONTH TERM**

WHEREAS, the City of Hoboken utilized the services of T&M Associates for a bid for the procurement of natural gas for the City of Hoboken, which bid was returnable on today's date, December 16, 2014, and for which, in accordance with natural gas industrial standards, the City must execute the successful contract within 24 hours of bid proposal submissions; and,

WHEREAS, the lowest responsible responsive bidder was Woodruff Energy for which the City Council hereby authorizes the award of a natural gas contract in accordance with the bid specifications and the T&M Associate recommendation dated December 16, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the award of a natural gas contract for a twenty four (24) month term in accordance with the bid specifications and the T&M Associate recommendation dated December 16, 2014 to Woodruff Energy; and,

BE IT FURTHER RESOLVED that the Mayor or her designee is hereby authorized to execute the requisite natural gas supply contract with the participating supplier submitting the successful bid in accordance with the attached T&M Associates recommendation.

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

Meeting date: December 16, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

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

YOUR GOALS. OUR MISSION.

EXECUTIVE SUMMARY

2014 CITY OF HOBOKEN NATURAL GAS BID

To: Quentin Wiest
From: Tara Pasca, Project Manager, T&M Associates
Bid Opening Date: December 16, 2014
Re: Natural Gas Bid Summary and Results

On behalf of the City of Hoboken, T&M Associates (T&M) prepared a Request for Bids (RFB) for Natural Gas Supply Service to be opened on December 16, 2014.

This Executive Summary provides the bid results of the bid opening, the participating suppliers and their price bids. The Summary also contains T&M Associates' professional recommendation to award a supply contract. If you have any questions regarding the information provided herein, please contact our office directly without hesitation.

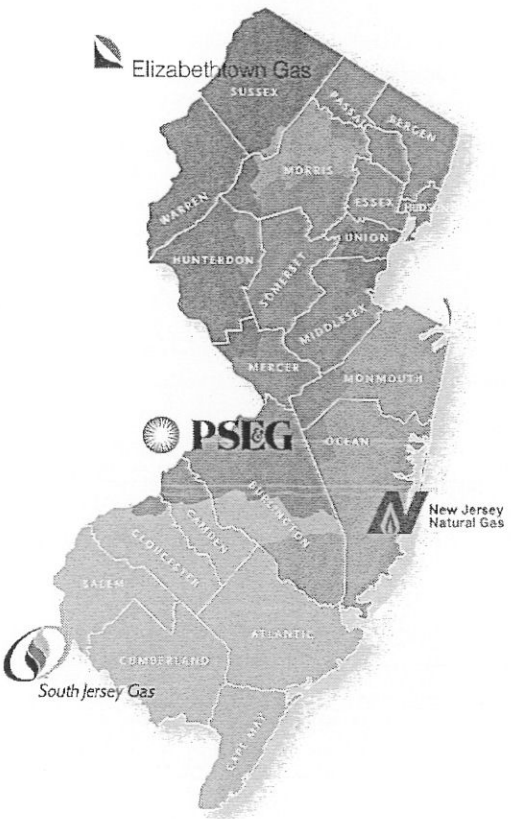
Bid results are listed on the next page.

Background: Deregulation

Just as you have the choice to select your cell phone service provider or your car insurance company, you also have the choice to select an energy services company.

Energy deregulation has enabled consumers to purchase their energy supply from an Energy Services Company (ESCO) of their choice. Since deregulation, the utility company is no longer the only option for energy supply. The transportation and delivery of your energy remains regulated by the state, and the local utility company still continues to deliver your energy through their wires and pipelines.

Deregulation has increased competition among energy suppliers and bolstered a free market arena for customers. It has also produced new energy innovations, products and services that customers are able to shop for and purchase. When customers participate in energy deregulation, they can benefit from competitive pricing for energy related products and services.



GSG Accounts

Supplier	LDC	Account Type	12 Month	24 Month
Woodruff Energy	PSE&G	GSG	$6.087	$6.076
South Jersey Energy	PSE&G	GSG	$6.657	$6.635
Plymouth Rock Energy	PSE&G	GSG	No bid	No bid

The lowest responsible bidder in the PSE&G territory for the GSG Accounts is Woodruff Energy.

LVG Accounts

Supplier	LDC	Account Type	12 Month	24 Month
Woodruff Energy	PSE&G	LVG	$5.915	$5.915
South Jersey Energy	PSE&G	LVG	$7.70	$7.614
Plymouth Rock Energy	PSE&G	LVG	$6.999	$6.955

The lowest responsible bidder in the PSE&G territory for the LVG Accounts is Woodruff Energy.

Definitions:

City Gate: means the point where interstate pipelines deliver gas to the LDC facilities.
Dekatherm (Dth): means a measure of the heat content value of gas.
Deregulation: means the process of decreasing or eliminating government regulatory control over industries and allowing competitive forces to drive the market. Deregulation involves breaking up or "unbundling" the components of Natural Gas supply.
Fixed Price Contract: means Energy costs that are fixed for a predetermined amount of time regardless of market conditions charges.
Firm Service: means Natural Gas service offered to consumers specified in tariffs or contracts that anticipate no interruption.
Interruptible Service: means natural Gas services that can be interrupted under terms and conditions specified by tariffs or a contract.
LDC: means Local Distribution Company or a regulated utility that provides distribution services to end users. In New Jersey there are four (4) Natural Gas LDCs: Elizabethtown Gas, New Jersey Natural Gas, PSE&G and South Jersey Gas.
Meter: means a device used to measure the amount of Natural Gas flowing through a point on the system.
Unbundling: means restating the services and costs into component parts so that for each service offering, costs can be billed separately.

Auction Summary: Recommendations, Contract Term, Billing Information

Recommendations
A total of three (3) NJBPU licensed Third Party Suppliers (TPS) were pre-qualified and submitted pricing on December 16, 2014: Woodruff Energy, South Jersey Energy & Plymouth Rock Energy. Recommendations are listed below:

GSG Accounts

Woodruff Energy is the lowest responsible bidder in the PSE&G territory for GSG Accounts; therefore T&M recommends that the City of Hoboken move forward with Woodruff Energy at the fixed price of $6.076/Dth for the 24 month term.

LVG Accounts

Woodruff Energy is the lowest responsible bidder in the PSE&G territory for LVG Accounts; therefore T&M recommends that the City of Hoboken move forward with Woodruff Energy at the fixed price of $5.915/Dth for the 24 month term.

Contract Term

For all accounts, the contract will begin on March 1, 2015 and will end on February 28, 2017.

Billing information

Woodruff Energy is able to offer consolidated billing to the City, therefore Woodruff Energy's charges will appear as a line item on your PAE&G Bill.

Please note: If, at the time of enrollment, any of the accounts included have a past due balance with your Utility of more than 60 days, the Utility (not the Supplier) will reject the Suppliers request for consolidated billing. Per the instructions in the RFB issued on November 21, 2014, if accounts are denied consolidated billing, the accounts will revert to dual billing which will result in two bills per month for each account: one from the Utility for the portion of service still regulated by the state and one from the Supplier for the deregulated portion.

NJ State Sales and Use Tax

While all government agencies are excluded from New Jersey State Sales tax, they are not exempt from NJ State Sales and Use tax, which is also referred to Energy Reform tax. According to the NJ Department of Treasury, the only exception to this rule is customers buying gas for an existing Cogeneration facility that was in operation on or before 3/10/97. Other than that, everyone, including municipalities, is subject to the 7% tax.

If you have additional questions regarding this bid, please feel free to contact Tara Pasca of T&M Associates at 856.505.3848 or tpasca@tandmassociates.com.

REQUEST FOR BIDS

FOR

NATURAL GAS SUPPLY SERVICE

FROM

NJ BPU LICENSED THIRD PARTY SUPPLIERS

THE CITY OF HOBOKEN

ISSUED: NOVEMBER 21, 2014
SUPPLIER PRE-QUALIFICATION PACKAGES DUE: DECEMBER 10, 2014
BID OPENING DATE: DECEMBER 16, 2014

PREPARED BY:

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PROJECT NO. HOBK00040

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NOTICE TO BIDDERS

Notice is hereby given that the **City of Hoboken,** Hudson County, New Jersey (the "City") is issuing a Request for Bids (RFB) for NATURAL GAS SUPPLY SERVICE from NJBPU LICENSED THIRD PARTY NATURAL GAS SUPPLIERS. Bids will be received through the traditional paper bid process on **DECEMBER 16, 2014.**

Contracts will be on a Full Requirements Service basis. Separate alternate bids are being solicited for a twelve (12) month contract and a twenty four (24) month contract for all accounts included in this RFB.

In all cases, the contract period will commence on **March 1, 2015.** The contract(s) will end on **February 29, 2016** if a twelve (12) month term is chosen, or in **February 28, 2017**, if a twenty four (24) month term is chosen.

Documents regarding this solicitation can be secured from the City's Energy Consultant, T&M Associates by emailing Tara Pasca, CEP, Project Manager, at tpasca@tandmassociates.com.

As outlined in the RFB, prior to the bid opening, all interested bidders must submit a Pre-Qualification package. The required documents are included in the RFB and are due no later than 1:00 p.m. Eastern Time on **DECEMBER 10, 2014.** If a Supplier submits an incomplete Pre-Qualification Package, deficiencies may be cured by 1:00 p.m. Eastern Time on **DECEMBER 11, 2014.** Pre-Qualification Packages are to be submitted to the City's Energy Consultant, **T&M Associates to Tara Pasca, CEP, Project Manager, T&M Associates, 1256 North Church St, Moorestown, NJ 08057.** Bidders may also submit Pre-Qualification Packages via email to Ms. Pasca at tpasca@tandmassociates.com.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq.,N.J.A.C. 17:27, 42 U.S.C. § 12101, et seq., and N.J.S.A.52:32-44, et seq.

The City reserves the right to reject any or all bids, in whole or in part, and not enter into a contract if it is decided to be in the best interest of the City.

BY ORDER OF THE CITY OF HOBOKEN
QUENTIN WIEST
BUSINESS ADMINISTRATOR

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I. INTRODUCTION

On behalf of the **City of Hoboken** (the "**City**") T&M Associates ("T&M"), acting as Energy Consultant, is issuing this Request for Bids (RFB) for Natural Gas Supply Service on a Full Requirements Service basis. The accounts would otherwise be part of the Basic Gas Supply Service-Firm (BGSS-F) from the Local Distribution Company (LDC), with commodity charges applicable to the account rate schedules shown below in the table of estimate usage.

Appendix A to this RFB contains a list of Accounts which are included in this procurement. A spread sheet which contains the following information for each account is available from the City's Energy Consultant, T&M Associates: account number, LDC, rate class, 12 months historical usage, service address and billing address.

Through issuance of the RFB, the City is procuring Full Requirements Service for certain Facilities. The estimated historical usage for all accounts is listed below –

LDC Account Number	Estimated 12 Month Historical Usage
LVG Accounts	6,330/dth
GSG Accounts	6,051/dth
Total all Accounts:	**12,381/dth**

The announcement of this bid package was advertised in the **Jersey Journal, Star Ledger and Bergen Record** and is being emailed to NJBPU Licensed Third Party Suppliers having an 'Active' status as indicated on the website. The City intends to enter into an Natural Gas Supply Service Agreement on **DECEMBER 16, 2014** with the successful Bidder, in the form attached to this RFB as Appendix B. The Supplier will arrange for the delivery of Full Requirements Service to the City for the term awarded in accordance with the Pricing Form.

The lowest-priced responsible bidder (the "Supplier") will enter into the Agreement with the City. The Agreement is attached hereto as Appendix B. Pursuant to the Agreement, the Supplier shall provide Full Requirements Service for each account beginning on the Commencement Date and ending on the Termination Date. The winning Supplier will be notified no later than 1:00 p.m. on **DECEMBER 16, 2014** of the intent to award at the Public Meeting scheduled for 7:00 p.m. Eastern Time that evening, a Letter of Intent to award the contract will be provided via email no later than 3:00 p.m. on December 16, 2014 and the fully executed contract will be returned to the winning Supplier by noon (12:00 p.m. Eastern Time) on December 17, 2014.

Under New Jersey law, bids that include "material exceptions" to the Agreement will be deemed unresponsive and will be rejected.

Capitalized terms used in this RFB and not otherwise defined shall have the meaning given thereto in the Agreement.

II. PURPOSE OF REQUEST FOR BIDS

The sole purpose of this RFB is to solicit bids from Third Party Suppliers ("the Bidders") capable of providing Natural Gas Supply Service to the City for a term beginning on the Commencement Date and ending on the Termination Date. All Bids submitted in response to this RFB shall be considered an offer to provide Full Requirements Service to the City Facilities. All Suppliers bidding on this procurement must be registered with the New Jersey Board of Public Utilities (NJBPU) and should have knowledge of government entities and Local Public Contracts Law.

III. SCOPE OF WORK

Below are the services that the City will require from the winning Supplier in accordance with the Agreement included as Appendix B to this RFB:

A. Provide Full Requirements Service and any other services necessary to ensure provision of Full Requirements Service to the City for the term beginning on the Commencement Date and ending on the Termination Date; and

B. Submit to the City monthly bills from the Supplier for the provision of Full Requirements Service pursuant to the Agreement. The City prefers to continue receiving a single bill from the Local Distribution Company, commonly referred to as "consolidated" or "single" billing. Having this capability will relieve administrative burden and contribute to a more rapid payment of invoices. The Supplier shall be permitted to decide whether the City will receive either (i) a consolidated bill from the Local Distribution Company, or (ii) a separate bill from the Supplier for Full Requirements Service and a separate bill from the Local Distribution Company for Distribution service. While consolidated/single billing is not a requirement, it is preferred. If consolidated billing is denied by the LDC, the Supplier MUST immediately enroll the account for dual billing to ensure service begins on the Commencement Date.

IV. LEGAL AUTHORITY

A. Local Public Contracts Law

Subject to certain inapplicable exceptions, the Local Public Contracts Law sets forth that every contract or agreement for the performance of any work or the furnishing or hiring of any materials or suppliers, the cost of which is to be paid with or out of public funds, shall be made or awarded only after public advertising for bids and bidding therefor. The purpose of public bidding requirements of the Local Public Contracts Law is to guard against favoritism, improvidence, extravagance and corruption, and to secure for the public open and free competition.

At such time and place as designated for the receipt of the bids, such bids shall be immediately unsealed and the contents publicly announced. A proper record of the prices and terms of the bids shall be made. No bids shall be accepted after the deadline for receipt of bids.

Pursuant to Local Public Contracts Law, the City will not waive any material defects in the bid. Bidders must fill out and provide all forms as required in this RFB and may not take exception to any material provision in the form of the Agreement.

All purchases, contracts or agreements requiring public advertisement for bids shall be awarded to the lowest responsible Bidder.

V. SUBMISSION OF BIDS

Pricing is requested for four (4) different contract terms as listed below:

Account Type	Contract Length	Contract Start
PSE&G LVG	12 Month	March 1, 2015
PSE&G GSG	12 Month	March 1, 2015
PSE&G LVG	24 Month	March 1, 2015
PSE&G GSG	24 Month	March 1, 2015

Bids must be received by 11:00 a.m. Eastern Time on **DECEMBER 16, 2014** in the office of the City Clerk, at which time, or as soon thereafter as practicable, they will be opened and read aloud in the basement conference room located at the offices of the **City of Hoboken, 94 Washington St, Hoboken, NJ 07030.** The City and T&M Associates will not be responsible for late mail deliveries and no bids will accepted if received after the time stipulated in this RFB; there will be no exceptions taken to this requirement, for force majeure or otherwise. Bids may be hand delivered or mailed to: **City of Hoboken, Attn: Quentin Wiest, Business Administrator, 94 Washington St, Hoboken, NJ 07030.** Bids must be made on the Pricing Form included as Appendix C of the Agreement, must be enclosed in a sealed envelope marked "**City of Hoboken, NJ – Natural Gas Supply Service**", and must bear the name and address of the respondent on the outside.

Prior to the bid opening, Bidders must submit a Pre-Qualification Package that includes each of the materials provided for your convenience in Appendix D as well as a copy of its New Jersey Business Registration Certificate, a copy of its current Natural Gas Supplier license (provisional or final), as issued by the New Jersey Board of Public Utilities to and a signed copy of the Electric Supply Service Agreement provided in Appendix B of this RFB to Tara Pasca, CEP, Project Manager, T&M Associates, 1256 North Church Street, Moorestown, NJ 08057. Bidders may also submit Pre-Qualification Packages via email to Ms. Pasca at tpasca@tandmassociates.com.

Pre-Qualifications Packages must be received no later than 1:00 p.m. Eastern Time on **DECEMBER 10, 2014.** Bidders will be notified by close of business (5:00 p.m. Eastern Time) on **DECEMBER 10, 2014** if any materials are deficient in any manner. If Bidders are

notified by the City's Energy Consultant, T&M Associates, that corrective actions are necessary, they will have until 1:00 p.m. Eastern Time on **DECEMBER 11, 2014** to cure such deficiencies. Please be advised that only Bidders that have provided the mandatory paperwork by the deadlines above will be granted permission to submit a bid on **DECEMBER 16, 2014.**

There will be a question and answer period facilitated through email. Qualified bidders must submit any and all questions pertaining to this RFB to Tara Pasca of T&M Associates at tpasca@tandmassociates.com before 1:00 p.m. Eastern Time on **DECEMBER 4, 2014.** Both questions and answers will be made available via email to all Bidders after 1:00 p.m. Eastern Time on **DECEMBER 8, 2014.**

The City hereby reserves the right to reject any and all bids and not enter into the Agreement with any Bidder for any reason. The City also reserves the right to waive any informalities or omissions in any bid.

The City, along with its Energy Consultant, T&M Associates, will select a pricing product and contract term for each group of accounts that provides, in its judgment, the most benefit, and will award a contract to the lowest responsive and responsible Bidder for the selected pricing product and contract term.

The costs and expenses associated with the preparation of a bid will be at the sole cost and expense of the Bidder. In no event will a bidder have a clam against the City, its staff, its consultants or agents for reimbursement of any such costs or expenses.

A. Bidder Qualifications

The following evidence of Bidder Qualifications must be provided by the Bidder:

- Natural Gas Supplier License (provisional or final), as issued by the New Jersey Board of Public Utilities;
- Information regarding any complaint relating to the provision of natural Gas Service filed against the Bidder since being licensed by the BPU; and

B. Bid Price

Appendix C of this RFB contains the Pricing Form for the accounts included in this RFB. Upon award of the Agreement, the Pricing Form submitted by the winning Bidder will be attached to the Agreement and become a part of the final document.

Bid prices shall be stated for Full Requirements Service only and shall be exclusive of distribution charges and any other charges imposed by the Local Distribution Company.

All costs to provide Full Requirements Service to the facilities up to the Delivery Point are to be included in the bid prices. This includes, but is not limited to all applicable taxes,

duties and fees, coordination costs, line losses, supplier margin, administrative fee, sales and use tax (but not New Jersey Sales Tax).

C. Contract Price

Subsequent to the designation of the successful bidder by the City based upon the Bids submitted, the City and the Supplier shall enter into the Agreement. The amount payable by the City to the Supplier under the Agreement for the provision of Full Requirements Service (the "Contract Price"), for the Term, shall be an amount equal to (1) the sum of the Bid Price, multiplied by (2) the actual quantity of natural gas used by the City Facilities.

The Term shall begin on **March 1, 2015** for each account and end on **February 29, 2016** if a **12** month term is chosen, or **February 28, 2017** if a **24** month term is chosen.

D. Procurement Fee

The City has retained T&M Associates as their Energy Consultant to assist in the preparation of the RFB and procuring Full Requirements Service to the City. The Supplier will pay an Administrative Fee for all accounts served under the Agreement. T&M Associate's fee will be $0.25/dth for which the Supplier shall incorporate payment from the City into its proposal, in its sole discretion. The fee will be paid by the Supplier directly to T&M in accordance with the Administrative Fee Agreement included in Appendix D of the RFB, and the City shall have no responsibility for the fee upon submission of bid proposals.

It is understood and agreed that the City is not committing or agreeing to be a guarantor of payments due to T&M Associates, nor will it assume any direct or indirect financial liability for payments to T&M Associates. The City shall not be required to incur any cost or expense to resolve matters that are purely a dispute between the Supplier and T&M Associates.

E. Full Requirements Service

It should be noted that although the historical usage data will be provided to the Bidders, such figures are historic load requirements at the facilities' meters and are based upon the best information provided to the City. This information is being furnished for informational purposes only, and may not be the actual Full Requirements Service to be used by the City Facilities during the term of the Agreement. The Contract Price will be firm for Natural Gas provided by the Supplier within the Upper Threshold and Lower Threshold for the applicable locked-in period.

The Agreement will not be on a "take-or-pay" basis. Since it is impossible to determine the precise quantities of Full Requirements Service that will be needed during the term of the Agreement, the Supplier shall be obligated to furnish all of the City Facilities' requirements during the term of the Agreement. The City shall purchase Full Requirements Service equal to its full requirements for the City Facilities from the Supplier at the Contract Price. The Supplier may be provided certain pricing relief in the event there is a material increase or decrease in consumption during the locked-in period. In addition, in the event

that state or federal law imposes fees on the sale of Natural Gas supply, such fees may be passed through to the City to the extent of the City's purchase of Natural Gas.

F. Transmittal Letter

The Transmittal Letter to be completed by each Bidder is attached hereto as **Appendix D.** The Transmittal Letter has been crafted to include items which would otherwise be included as general conditions of the Bid. Therefore, any material variances taken with regard to the substance of the Transmittal Letter may be cause for rejection of the Bid.

G. Statement of Ownership

The Statement of Ownership to be completed by each Bidder is attached hereto as **Appendix D.** The Statement of Ownership must be provided in accordance with Section V.

H. Equal Employment Opportunity Questionnaire

The Equal Employment Opportunity Questionnaire to be completed by each Bidder is attached hereto in **Appendix D.** The Equal Employment Opportunity Questionnaire should be provided in accordance with Section V.

I. Non-Collusion Affidavit

The Non-Collusion Affidavit to be completed by each Bidder is attached hereto as **Appendix D.** The Non-Collusion Affidavit must be provided in accordance with Section V.

J. Acknowledgement of Receipt of Addenda or Revisions

The Acknowledgement of Receipt of Addenda or Revisions (if any) to be completed by each Bidder is attached hereto as **Appendix D.** The Acknowledgement of Receipt of Addenda or Revisions (if any) must be provided in accordance with Section V.

K. Bid Items Checklist

The Bid Items Checklist to be completed by each Bidder is attached hereto as **Appendix D.** The Bid Items Checklist must be provided in accordance with Section V.

L. Administrative Fee Agreement

The Administrative Fee Agreement to be completed by each Bidder is attached hereto as **Appendix D.** The Administrative Fee Agreement must be provided in accordance with Section V.

M. Iranian Investment Form

The Iranian Investment Form to be completed by each Bidder is attached hereto as **Appendix D.** The Administrative Fee Agreement must be provided in accordance with Section V.

VI. SELECTION PROCESS

The Agreement will be awarded to the lowest responsive and responsible bidder in accordance with New Jersey Local Public Contracts Law and this RFB. Bid Prices received will be expressed as a dollar amount (in dollars per Dth). The City intends to award the Agreement to the lowest responsive and responsible bidder if, in its sole discretion, it deems the applicable Bid Price to be favorable to the City . The Supplier's Bid Price shall be used to calculate the Contract Prices as set forth in Section V. In the event of equal or tie Bids, the City reserves the right to award the Agreement, at its discretion, to any one of the equal or tie Bidders.

To determine whether a Bidder is responsible, consideration may be given to the Bidder's financial and technical qualifications, experience, and ability to provide Full Requirements Service to the City Facilities in a timely manner.

A representative of the City will be present at the bid opening to ensure that, if an award is made, that a Letter of Intent to award the contract will be signed and returned to the lowest responsible bidder no later than 3:00 P.M. on **DECEMBER 16, 2014**. The City intends to officially award the contract at their Public Meeting scheduled for 7:00 p.m. Eastern time on December 16, 2014 and will return the fully executed contract to the winning Supplier by noon (12:00 p.m. Eastern Time) on December 17, 2014. In a rare case of equal or tie bids, the City reserves the right to award the Agreement(s), at its sole discretion, to anyone of the equal or tie bidders.

VII. GENERAL REQUIREMENTS

All quantities of Full Requirements Service ordered by the City Facilities under the Agreement shall be considered Firm and guaranteed for delivery by the Supplier to the Delivery Point(s). The Supplier shall be liable for any and all fines, charges, penalties and other expenses assessed by the LDC to any City Facility for the failure of Supplier to provide Full Requirements Service pursuant to the Agreement and shall indemnify and hold harmless each of the City 's Indemnified Persons from and against any and all Losses relating to such failure.

Beginning on the Contract Date, the Supplier shall be responsible for having all of the accounts of the City Facilities transferred from the LDC and/or from the incumbent third party supplier and enrolled with this Supplier for purposes of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date.

The Supplier will be expected to execute the Agreement in the form set forth in Appendix B. The Bidder shall not add, delete or change any material provision, section, term, or other language contained in the Agreement. Any material additions, deletions or changes to the Agreement set forth in Appendix B may be cause for rejection of the Bid.

Subsequent to the formal award of the Agreement by the City, the Supplier shall be required to execute and deliver the Agreement to the City in accordance with Section VI.

The Supplier will be expected to comply with the Affirmative Action and Americans with Disabilities Act provisions set forth in Appendix D hereto.

The Supplier, if awarded the Agreement, will not assign or subcontract the work specified and covered under the terms of the Agreement or any part thereof, without the consent of the City.

The City reserves the right to correct any clerical or other typographical errors made by the Bidder in its provision of the information outlined above that is required to be part of the Agreement.

VIII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS;COLLECTION OF USE TAXES

The Supplier must submit a copy of its valid New Jersey business registration from the Division of Revenue, Department of Treasury, State of New Jersey. The certificate must be submitted with the Suppliers Pre-Qualification Package, a sample is provided in Appendix D.

1. No contract shall be entered into by the City unless the Supplier provides a copy of its business registration (as defined in N.J.S.A. 52:32-44). Proof of valid business registration must be submitted with the Supplier's Pre-Qualification package due on **DECEMBER 10, 2014.**
2. Any Subcontractor shall provide a copy of its business registration to the Supplier who shall forward it to the City. No contract with a subcontractor shall be entered into by the Supplier under any contract with the City until the subcontractor first provides proof of valid business registration, and same is forwarded to the municipality. The Supplier shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision. Compliance with this provision by the Supplier and subcontract(s) shall be the obligation of the Supplier, and failure to comply shall be deemed a material breach of the contract for which the municipality has the right, but not the obligation, to terminate the Agreement.
3. The Supplier shall maintain and submit to the City a list of subcontractors and their addresses, updated whenever there is a change, and additionally from time to time during the course of the contract. A complete and accurate list shall be submitted before final payment is made for goods or services rendered.

For the term of this contract, the Supplier, and any subcontractor, that enters into the Agreement with the City, and each of the affiliates of the Supplier or subcontractor (as defined in N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury any and all due and owing use tax due pursuant to the "sales and Use Tax Act", P.L. 1966.c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State throughout the term of the Agreement.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity

IX. MODIFICATION OF REQUEST FOR BIDS

The City reserve the right to modify this RFB by issuing addenda at any time before the Submission date. These addenda will be numbered and distributed to all Third Party Suppliers who have requested this RFB in writing, in accordance with Local Public Contracts Law. These addenda will be issued by, or on behalf of, the City, and will be considered part of this RFB. Each Bidder is required to acknowledge receipt of all addenda at the time of receipt of bids on **DECEMBER 16, 2014.** All responses to this RFB shall be prepared with full consideration of any and all addenda issued.

APPENDIX A

FACILITIES ACCOUNT LIST

GSG & GSG(HTG) Accounts

Rate Class	Customer	Acct No
GSG(HTG)	City of Hoboken	PG000009807430525177
GSG(HTG)	City of Hoboken	PG000010397838325177
GSG(HTG)	City of Hoboken	PG000007967137625177
GSG(HTG)	City of Hoboken	PG000008209567025177
GSG(HTG)	City of Hoboken	PG000008209570425177
GSG(HTG)	City of Hoboken	PG000008451183125177
GSG	City of Hoboken	PG000008833807425177
GSG(HTG)	City of Hoboken	PG000009424219525177
GSG(HTG)	City of Hoboken	PG000009631414125177
GSG(HTG)	City of Hoboken	PG000009667451025177
GSG	City of Hoboken	PG000011617192725177
GSG(HTG)	City of Hoboken	PG000011617201625177
GSG(HTG)	City of Hoboken	PG000011700950625177
GSG	City of Hoboken	PG000011129719825177
GSG(HTG)	City of Hoboken	PG000008451183125177

LVG Accounts

Rate Class	Customer	Acct No
LVG	City of Hoboken	PG000007967131925177
LVG	City of Hoboken	PG000008937537225177

APPENDIX B

NATURAL GAS SUPPLY SERVICE AGREEMENT

APPENDIX B

NATURAL GAS SUPPLY SERVICE AGREEMENT

between

THE CITY OF HOBOKEN

and

_____

Dated

DECEMBER 16, 2014

This NATURAL GAS SUPPLY SERVICE AGREEMENT (the "Agreement") is entered into on **DECEMBER 16, 2014**, by and between the **City of Hoboken**, with offices at **94 Washington St, Hoboken, NJ** (the "City") and _____, a [corporation] organized and existing under the laws of the State of _____, (the "Supplier").

RECITALS

WHEREAS, the City has authorized this contract by resolution as the result of competitive public bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11 et seq.; and

WHEREAS, the bid specifications included those estimated quantities of natural gas supply service ("Full Requirements Service") needed by the City; and

WHEREAS, certain federal and New Jersey Statutes and administrative Rules and Regulations govern the natural gas utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

WHEREAS, certain of the Applicable Legal Authorities provide for the restructuring of the natural gas industry in the State of New Jersey (the "State") from that of a regulated public utility service to allow access to the natural gas public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

WHEREAS, the Supplier is licensed to provide Full Requirements Service to customers in the State, and has been issued Board License Number _____; and

WHEREAS, the Applicable Legal Authorities provide that with implementation of such access to the Local Distribution Company's local distribution system, the Local Distribution Company will continue to serve as the exclusive natural gas distribution provider within its Service Territory; and

WHEREAS, in accordance with the Applicable Legal Authorities, customers may purchase Full Requirements Service from licensed suppliers.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

"Accounts" are those accounts identified as part of the City Facilities in Exhibit A.

"Act" means the Electric Discount and Energy Competition Act, P.L. 1999, Chapter 23, approved February 9, 1999, Assembly, No. 16, as amended.

"Agreement" means this Natural Gas Supply Service Agreement between the City and the Supplier for provision of Full Requirements Service.

"Basic Gas Supply Service" means Gas Supply Service that is provided to any customer that has not chosen an alternative Gas Supplier, whether or not the customer has received offers as to competitive supply options, including, but not limited to, any customer that cannot obtain such service for any reason, including non-payment for services. Basic Gas Supply Service is not a competitive service and is fully regulated by the BPU.

"Billing Period" means, with respect to each account of the City Facilities, the monthly period between meter read dates during the term of this Agreement for such account.

"BPU" means the New Jersey Board of Public Utilities, or any successor state agency.

"British thermal unit" means a unit of heating value equal to the amount of heat required to raise the temperature of one pound of water (at 60 degrees Fahrenheit) by one degree Fahrenheit.

"Commencement Date" means **March 1, 2015** for each account.

"Contract Date" means the date this Agreement has been executed and delivered by the City and the Supplier.

"Contract Price" has the meaning set forth in Article IV.

"City Facilities" means the facilities and accounts listed in Exhibit A for which the Supplier is to provide Full Requirements Service pursuant to the Agreement.

"City's Indemnified Persons" means the City and its directors, officers, representatives, employees, principals, agents, consultants, successors and assigns.

"Dth" means dekatherm, a unit of heating value equal to one million British thermal units.

"Delivery Point" means each point where Natural Gas is delivered to the "city gate".

"Distribution" means all delivery services by the Local Distribution Company for the provision of Gas Supply Service to the natural gas customer as regulated by governing law.

"Firm" means that the Supplier may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.

"First Year" has the meaning set forth in Article VI.

"Force Majeure" shall have the meaning ascribed to it in Section 7.14.

"Full Requirements Service" means Gas Supply Service and Transmission provided by Supplier to the City Facilities on a Firm basis and at all times, without interruption, except as may be required in case of a Force Majeure event. Full Requirements Service is a substitute for Basic Gas Supply Service. Full Requirements Service does not include Distribution.

"Gas Supply Service" means the provision to customers of the retail commodity of Natural Gas, but does not include any regulated distribution service.

"Gas Supplier" means a person that is duly licensed pursuant to the provisions of the Act to offer and assume the contractual and legal obligation to provide Gas Supply Service to retail customers and includes, but is not limited to, marketers and brokers. A non-public utility affiliate of a public utility holding company may be a Gas Supplier, but a gas public utility or any subsidiary of a gas utility is not a Gas Supplier. In the event that a gas public utility is not part of a holding company legal structure, a related competitive business segment of that gas public utility may be a Gas Supplier, provided that related competitive business segment is structurally separated from the gas public utility, and provided that the interactions between the gas public utility and the related competitive business segment are subject to the affiliate relations standards adopted by the BPU pursuant to subsection k. of section 10 of the Act.

"Local Distribution Company" means a local natural gas public utility or any successor company or entity that distributes Natural Gas to customers within a service area.

"Loss" means any and all loss, liability, forfeiture, obligation, delay, fine, penalty, judgment, cost, expense, debt, demand, and damage of every kind whatsoever (including, without limitation, reasonable attorneys' fees, consultant fees, expert witness fees and court costs); provided, however, that "Loss" shall not include incidental or consequential damages, except for those related to billing errors.

"Lower Threshold" means, for each Billing Period, the number (expressed in Dth) that is equal to 75% of the Historical Usage (rounded to the nearest whole number) for such Billing Period.

"Material Decrease in Consumption" means that in at least three consecutive Billing Periods during the term of a Pricing Period, the quantity of Natural Gas supplied by the Supplier and consumed by the City in each Billing Period is less than the Lower Threshold for each such Billing Period.

"Material Increase in Consumption" means that in at least three consecutive Billing Periods during the term of a Pricing Period, the quantity of Natural Gas supplied by the Supplier and consumed by the City in each Billing Period is more than the Upper Threshold for each such Billing Period.

"Natural Gas" means any mixture of market quality hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

"Natural Gas Shortfall" means, for each Billing Period, the difference between the quantity of Natural Gas (measured in Dth) provided by the Supplier and consumed by the City and the Lower Threshold for such Billing Period.

"Pricing Date" means the date upon which the City locks-in the price for future month(s).

"Replacement Gas" means all Gas Supply Service provided by a third party through the Local Distribution Company should Supplier not provide Full Requirements Service to the City Facilities pursuant to this Agreement for any reason whatsoever, other than Force Majeure, including, but not limited to, Supplier's default under this Agreement or the bankruptcy or insolvency of Supplier.

"RFB" means the Request for Bids for Natural Gas Supply Service issued on NOVEMBER 21, 2014 by the Client, including any addendums or amendments thereto.

"Service Territory" means the geographic areas of the State of New Jersey in which the Local Distribution Company has an exclusive franchise to serve natural gas customers.

"Settlement Price" means the New York Mercantile Exchange Natural Gas Settlement Price on the applicable Pricing Date for each month of the applicable portion of the Term (as determined by the City on the Pricing Date).

"Supplier" shall have the meaning set forth in Paragraph 1 of this Agreement.

"Term" has the meaning set forth in Article VI.

"Termination Date" means the termination date as defined in the Resolution of the City Council awarding the within contract, for each account or the date upon which this Agreement is terminated pursuant to Article VI hereof.

"Third Party Supplier Agreement" means an agreement between Supplier and a Local Distribution Company that sets forth the terms and conditions under which Supplier will be permitted to deliver Gas Supply Service to the Local Distribution Company for ultimate distribution to the City Facilities.

"Transmission" means all necessary services for the delivery of Gas Supply Service by Supplier to the Local Distribution Company.

"Upper Threshold" means, for each Billing Period, the number (expressed in Dth) that is equal to 125% of the Historical Usage (rounded to the nearest whole number) for such Billing Period.

"Weighted Average NYMEX Price" means the price calculated by (1) adding the products of (a) the Settlement Price for each month of the period designated by the City, times (b) the historical usage within the City Facilities for each of such months for the applicable period, and (2) dividing such sum by the combined total historical usage within the City Facilities for all of such months for the applicable period. The Weighted Average NYMEX Price shall be expressed as dollars per Dth.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. Supplier acknowledges that any term or condition set forth in the Request for Bids issued by the City, or the Bid received from Supplier in response thereto, that differs from, conflicts with, varies or contradicts the terms of this Agreement is null and void, and of no force and effect. This Agreement may only be amended or modified by a written instrument signed by all parties hereto.

(F) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

(G) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(H) Applicable Law. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

(I) Severability. If any clause, sentence, paragraph or part of this Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(J) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City hereby represents and warrants that:

(A) Existence and Powers. The City is a body politic and corporate of the State of New Jersey validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) No Litigation. There is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the City 's best knowledge, threatened against the City which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the City in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the City of its obligations hereunder or under any such other agreement or instrument.

(C) No Legal Prohibition. The City has no knowledge of any applicable law in effect on the date as of which this representation is being made, exclusive of permitting requirements which would prohibit the performance by the City of this Agreement and the transactions contemplated hereby.

(D) Information Supplied by the Client. The information supplied by the Client in the RFB is, to the best of the Client's knowledge, correct and complete as of the date of issuance of the RFB.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER. The Supplier hereby represents and warrants that:

(A) Existence and Powers. The Supplier is duly organized and validly existing as a corporation under the laws of the State of _____, with full legal right, power and authority to enter into and perform its obligations under this Agreement and is licensed by the NJ BPU to provide these services.

(B) No Litigation. Except as expressly disclosed to the City in writing, there is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the Supplier's best knowledge, threatened against the Supplier which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Supplier in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Supplier of its obligations hereunder or by the Supplier under any such other agreement or instrument.

(C) No Legal Prohibition. The Supplier has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the Supplier of this Agreement and the transactions contemplated hereby.

(D) Patents and Licenses. The Supplier and its affiliates own or possess all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by the Supplier of this Agreement and the transactions contemplated hereby, without any known material conflict with the rights of others.

(E) Information Supplied by the Supplier. The information supplied by the Supplier in all submittals made in response to the RFB and all post-bid submittals is correct and complete in all material respects as of the date or dates submitted, except to the extent the City has received written notice of any changes prior to execution of this Agreement.

ARTICLE III

SUPPLIER SERVICES

SECTION 3.1. FULL REQUIREMENTS SERVICE. The Supplier agrees to provide Full Requirements Service on the Commencement Date to the City Facilities. Upon the Commencement Date of this Agreement, the City agrees to purchase Full Requirements Service exclusively from Supplier for the City Facilities in accordance with the terms of this Agreement. The Supplier acknowledges that this is not a "take-or-pay" contract and that the quantity of Full Requirements Service actually used by the City Facilities may vary from the historical usage identified in the RFB.

SECTION 3.2. DELIVERY POINTS. The Delivery Points for Natural Gas shall be each point where Natural Gas is delivered to the "city gate". The Delivery Point is where the City takes title to the Natural Gas.

SECTION 3.3. ARRANGING FOR FULL REQUIREMENTS SERVICE. The Supplier shall participate in or make appropriate arrangements with any relevant regional transmission group, wholesale settlements process, or other entity or process at the state or regional level designed to arrange for an uninterrupted flow of reliable, safe Full Requirements Service to the City Facilities, and to ensure a source of Replacement Gas in the event that Supplier's own facilities are unable to deliver the Full Requirements Service required under this Agreement during the term hereof, including but not limited to, during any cure period specified in Section 6.2(a).

The Supplier further agrees to use its best efforts to enroll all of the accounts of the City Facilities from the Local Distribution Company and the incumbent third party supplier to those of the Supplier for purposes of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date.

ARTICLE IV

CONTRACT PRICE

SECTION 4.1. CONTRACT PRICE. Commencing with the first Billing Period and for each Billing Period thereafter, the Local Distribution Company shall cause the Client to receive bills in accordance with Section 4.3 hereof, and the Client shall pay to the Supplier the Contract Price for the provision of Full Requirements Service by the Supplier in accordance with Section 4.3 hereof. Under no circumstances should the Client be required to pay a late fee or unnecessary taxes on an invoice, and the Parties acknowledge that payments made from the Client may take up to thirty five (35) days to process, due to legal requirements of the municipality related to approval of each invoice claim.

The price to be paid by the City for the provision of Full Requirements Service during the Term of this Agreement shall be calculated in accordance with the following formula:

(A x B = C) where A is the Total Bid Price, B is the Actual Quantity (in Dth) of Natural Gas used by the Accounts during the Billing Period and C is the Contract Price per billing period.

Bidder's Total Bid Price will include:	
- Commodity Price	
- Interstate Pipeline Transportation Costs ("Basis")	
- Bidder's Margin	
- Line Losses	
- Other Applicable Costs to Transmit Natural Gas to the City Gate	$__.__ __ __ __ __
Administrative Fee	+ $0.25
Sales and Use Tax	x 1.07
A = Total Bid Price	= $__.__ __ __ __ __ /Dth
B = Actual quantity of Natural Gas used by the Accounts during the billing period (in Dth)	x _____
C = Contract Price per billing period	= $ __ __ __ __ .__ __

SECTION 4.2. MATERIAL CHANGE IN CONSUMPTION. (A) The parties acknowledge that any Contract Price will be firm for Natural Gas provided by the Supplier within the Upper Threshold and Lower Threshold for the term of the applicable Billing Period. Furthermore, the Contract Price is firm for Natural Gas provided by the Supplier (a) above the Upper Threshold unless a Material Increase in Consumption occurs, and (b) below the Lower Threshold unless a Material Decrease in Consumption occurs, as described below.

The Supplier shall bear the burden of proof with respect to the occurrence of a Material Increase in Consumption or a Material Decrease in Consumption.

(B) In the event the Supplier satisfies its burden of proof that a Material Increase in Consumption has occurred, the Contract Price payable to the Supplier shall not be affected and shall be calculated as described in Section 4.1 for each of the Billing Periods that were part of the determination that a Material Increase in Consumption occurred. For each subsequent Billing Period during which the Supplier demonstrates that the quantity of Natural Gas supplied by the Supplier and consumed by the City is greater than the Upper Threshold, the Contract Price payable to the Supplier for such Billing Period shall be a dollar amount equal to the sum of (a) the Contract Price, multiplied by the Upper Threshold for that Billing Period, and (b) the cost-substantiated dollar amount the City would have otherwise paid the Local Distribution Company for Distribution of the additional Natural Gas for that Billing Period had it not entered into an agreement with a third-party Natural Gas Supplier.

(C) The parties further acknowledge that this Agreement does not constitute a "take or pay" contract, but that the Supplier shall be provided certain relief described below in the event of a Material Decrease in Consumption. In the event the Supplier satisfies its burden of proof that a Material Decrease in Consumption has occurred, the Contract Price payable to the Supplier shall not be affected and shall be calculated as described in Section 4.1 for each of the Billing Periods that were part of the determination that a Material Decrease in Consumption occurred. For each subsequent Billing Period during the term in which the Supplier demonstrates that the quantity of Natural Gas supplied by the Supplier and consumed by the City is less than the Lower Threshold, the Contract Price payable to the Supplier for such Billing Period shall be a dollar amount equal to the sum of (a) the amount calculated as set forth in Section 4.1 for the applicable account, and (b) the cost-substantiated difference between the Contract Price for such account and the price (expressed in dollars per Dth) for which the Supplier sold the Natural Gas Shortfall, multiplied by the Natural Gas Shortfall for the Billing Period; provided, however, that item (b) shall be equal to zero if the price for which the Supplier sold the Natural Gas Shortfall is equal to or greater than the Contract Price for such account. Notwithstanding the previous sentence, the Supplier has a duty to mitigate the City's monetary exposure as set forth above and shall use its best efforts to sell the Natural Gas Shortfall at the highest price available in the marketplace.

SECTION 4.3. METERING, BILLING AND PAYMENT. Metering and billing for Distribution services provided to the City Facilities shall be provided by the Local Distribution Company to the City in accordance with the terms of the Third Party Supplier Agreement. The City members prefer to receive a single bill from the Local Distribution Company, commonly referred to as "consolidated" or "single" billing. If consolidated billing is denied by the LDC, the Supplier MUST immediately enroll the account for dual billing to ensure service begins on the Commencement Date. The Supplier shall submit to the City monthly bills from the Supplier for the provision of Full Requirements Service pursuant to the Agreement.

(A) The City agrees to pay each invoice containing Supplier's charges within 35 days of the invoice date, unless Supplier is providing consolidated billing through

the LDC. Supplier shall have the right to terminate the provision of Full Requirements Services to the City when a bill is overdue by 20 days or more by giving the City at least 30 days written notice and an opportunity to cure. Upon the completion of the 30-day notice period, this Agreement may be terminated unless (i) all outstanding invoices are paid in full prior to the conclusion of the 30-day notice period, or (ii) the City is contesting the amount of the invoice in good faith in which case the City will pay the amount that is not in dispute.

(B) If the Client fails to remit payment in full in any month within 35 days of receipt of an invoice, no late fees will be allowed, but interest will be assessed on the late balance at the lower of one (1%) percent per month or the highest rate allowed under Applicable Law. The Client may in good faith dispute any portion of an invoice by providing Supplier with a written explanation specifying the amount in dispute and the reason for the dispute by the payment due date. The Client shall remit all invoiced and undisputed amounts by the date due. In all cases, the Parties shall use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute.

ARTICLE V

NON-PERFORMANCE AND DISPUTE RESOLUTION

SECTION 5.1. REPLACEMENT GAS. If at any time and for any reason (unless under a condition of Force Majeure) the City Facilities are forced to accept Replacement Gas, the Supplier's sole responsibility and liability to the City shall be an amount equal to (i) the cost to obtain Replacement Gas, less (ii) the Contract Price.

SECTION 5.2. RISK OF LOSS. Risk of Loss of Natural Gas provided under this Agreement shall remain with the Supplier until it shall pass to the City upon delivery of said Natural Gas to the Delivery Point specified for each facility that is a part of the City Facilities.

SECTION 5.3. ALTERNATE DISPUTE RESOLUTION. If a dispute between the City and the Supplier arises during the course of this Agreement, the parties will attempt to resolve the dispute, in good faith, through non-binding mediation.

Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator. Each party will bear its own costs of participation in the mediation and they will divide the costs of the mediator equally.

If the dispute is not resolved after a reasonable period of time, not to exceed 30 days, from the date of receipt of the initial written demand for mediation, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Hudson County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

ARTICLE VI

TERM AND TERMINATION

SECTION 6.1. TERM. This Agreement shall become effective on the Contract Date, and shall continue in effect until February ____, 201___ or the Agreement is earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination. The Term shall be from March 1, 2015 - February ____, 201___ for each account. All rights, obligations and liabilities of the parties hereto shall commence on the Commencement Date, subject to the terms and conditions hereof.

SECTION 6.2. EARLY TERMINATION. This Agreement may be terminated based on the following:

(a) except as provided in (d) and (e) below, by the City , if the Supplier fails to remedy or cure any breach or default of any material provision or condition of this Agreement within thirty (30) days following written notice to do so by the City ; or

(b) by the Supplier, if the City fails to remedy or cure any breach or default of any material provision or condition of this Agreement within thirty (30) days following written notice to do so by the Supplier; or

(c) by the adversely affected party, if any material provision or condition of this Agreement be finally adjudged invalid by any court of competent jurisdiction with all rights of appeal exhausted, or if the BPU exercises its jurisdiction so as to invalidate or disapprove this Agreement in whole or significant part; or

(d) by the City , immediately, in the event Supplier repeatedly fails to provide or arrange for Full Requirements Service to the City Facilities; or

(e) by the City , at its sole option, immediately upon the filing of a voluntary bankruptcy petition by the Supplier, or the final adjudication of the Supplier as bankrupt after the filing of an involuntary petition.

Except as otherwise provided herein, upon termination of this Agreement, the parties shall each discharge by performance all obligations due to any other party that arose up to the Termination Date. Upon the effective Termination Date, all rights and privileges granted to the Supplier shall cease. Notwithstanding the foregoing, Supplier shall be liable for, inter alia, any Losses, costs, fees or expenses the City Facilities incurs in excess of the Contract Price should the City Facilities be obliged to procure Replacement Gas as a result of the termination of this Agreement by the City pursuant to this Section, in excess of the cost the City would have incurred during the term of the Agreement had it not so terminated. The parties acknowledge that termination of this Agreement by the City upon the breach by Supplier would severely harm the City . Therefore, in the event of any voluntary or

involuntary bankruptcy or similar proceeding on the part of Supplier, Supplier agrees that it will petition any relevant court for prompt action to accept or reject this Agreement.

ARTICLE VII

GENERAL

SECTION 7.1. SECURITY FOR PERFORMANCE. During the term of this Agreement, the Supplier shall maintain the surety bond with the BPU as required under Applicable Law as security for performance under the Agreement. In the event the City determines that such security has been materially impaired during the term of this Agreement, the City may require that additional security be provided by the Supplier.

SECTION 7.2. WINDING UP ARRANGEMENTS. Upon the expiration of this Agreement, any monies due and owing Supplier shall be paid under the terms hereof, and any corrections or adjustment to payments previously made shall be determined and any refunds due the City , or additional payments due Supplier, shall be timely made within 60 days of receipt of notice of such obligation. The Supplier shall fully cooperate with the City in connection with the transition to a new Full Requirements Service supplier following the termination or expiration of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

SECTION 7.3. INDEMNIFICATION. Supplier agrees to indemnify, defend and hold harmless each of the City's Indemnified Persons from and against any and all Losses related to this Agreement, caused in whole or in part by the Supplier's action(s) or failure(s) to act, and any and all claims of title of any person in connection with the Full Requirements Service sold hereunder or any other charges thereon which attach before title passes to the City . The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

SECTION 7.4. ASSIGNMENT. Neither party shall assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld. Any sale of substantially all of the assets of Supplier or the merger, consolidation or sale of Supplier or other similar transaction shall be deemed to be an assignment for purposes of this Agreement.

SECTION 7.5. TAXES. The Contract Price includes all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless each of the City's Indemnified Persons from any and all Losses relating to such taxes. The City will provide a tax exemption certificate for any tax to which it is exempt.

SECTION 7.6. NON-DISCRIMINATORY PROVISION OF SERVICE. The Supplier shall supply Full Requirements Service to the City Facilities on a non-discriminatory basis. The Supplier agrees to comply with the Equal Employment Opportunity Act and Americans with Disabilities Act provisions set forth in Exhibit B.

SECTION 7.7. COMPLIANCE WITH LAWS. The Supplier shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any legislature, court, agency or other governmental body having jurisdiction over the Supplier's activities, including, but not limited to, all billing, collection, environmental disclosure, and termination regulations of the BPU applicable to the services being provided by the Supplier hereunder.

Whenever performance of an obligation of the Supplier requires the consent or approval of any governmental agency or body, the Supplier shall promptly obtain such consent or approval.

SECTION 7.8. AUDIT RIGHTS. The City shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the Supplier and to make abstracts thereof to the extent reasonably necessary to verify the accuracy of any billing statement, payment demand, charge, payment or computation made under this Agreement. Notwithstanding any other provision of this Agreement, the rights conferred by this Section shall survive the expiration or earlier termination of this Agreement by a period of one (1) year.

SECTION 7.9. NOTICE. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and;

if to Supplier to:

_____

_____

_____

if to the City to:

Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030
201.420.2000
qwiest@hobokennj.gov

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the day of confirmed delivery to the intended recipient at its address set forth in this Agreement.

SECTION 7.10. CHANGES IN CONTACT PERSONS. With proper notice, any party may change its address and contact person for this purpose. In the event that the name or telephone number of any contact for the Supplier changes, Supplier shall give prompt notice to the City. In the event that the name or telephone number of any contact person for the City changes, prompt notice shall be given to the Supplier.

SECTION 7.11. EXPENSES. Each party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' and consultants' fees and expenses.

SECTION 7.12. NO JOINT VENTURE. Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other party, or to create a joint venture, agency or any relationship between the parties.

SECTION 7.13. WAIVER. No waiver by any party hereto of any one or more defaults by any other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any party hereto to complain of any action or non-action on the part of any other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the party who is making such a waiver.

SECTION 7.14. FORCE MAJEURE. The Supplier shall be responsible for the delivery of Full Requirements Service to the Delivery Points specified under the terms of this Agreement unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any event beyond the control of, and without the fault or negligence of, the party claiming Force Majeure which materially and adversely affects the ability of the party claiming the Force Majeure to perform. It shall include without limitation, sabotage, acts of God, war, riot, civil disturbance, earthquake, hurricane, flood, explosion, fire, lightning, landslide, and acts of the government in either its sovereign or contractual capacity. Notwithstanding any other provision of this Agreement, the Supplier shall, upon becoming aware of a Force Majeure condition, notify the City of any such Force Majeure condition promptly by telephone, but in no event more than twenty-four (24) hours later, and confirm such notice in writing, setting forth the full particulars in connection therewith. Supplier shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the City of the cessation of such condition, at which time the parties will resume their obligations under this Agreement as if the event had not occurred.

Force Majeure shall specifically include: (i) any delay on the part of the Local Distribution Company in transferring an account from the Local Distribution Company to the Supplier, and (ii) a failure on the part of the Local Distribution Company to provide Distribution services, or billing services if required, unless such delay or failure is due to the fault of the Supplier.

It is specifically understood that in no event shall the following acts or conditions constitute a Force Majeure condition: (i) the economic hardship of either party, interest or inflation rates, or currency fluctuation; (ii) any event making delivering of Full Requirements Service difficult, uneconomic or impracticable, such as the inability of the Supplier to obtain transmission service, to obtain generation contracts, or the event of higher actual costs to the Supplier than its anticipated costs or its Contract Price; (iii) the failure of the Supplier to secure licenses or similar authorizations necessary to perform its obligations hereunder; (iv) strikes, work stoppages, or other labor disputes or disturbances by the Supplier's employees; (v) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Supplier or

otherwise increasing the cost or burden to the Supplier of performing its obligations hereunder; (vi) any increase for any reason in premiums charged by the Supplier's insurers or the insurance markets generally for the required insurance hereunder; and (vii) any increase for any reason in the cost to the Supplier associated with maintaining the security for performance required hereunder.

If by reason of Force Majeure the City is unable to carry out, either in whole or in part, its obligations herein contained, the City shall not be deemed to be in default during the continuation of such inability, provided that: (i) the City , promptly, but in no event more than twenty-four (24) hours after becoming aware of such Force Majeure condition, gives the Supplier written notice describing the particulars of the condition; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the City which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; (iv) the City shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations; and (v) the City uses its best efforts to mitigate the consequences of such Force Majeure.

SECTION 7.15. CHANGE IN LAW. In the event that state or federal law imposes fees on the sale of Natural Gas supply, such fees may be passed through to the City to the extent of the City's purchase of Natural Gas.

SECTION 7.16. SEVERABILITY. If the provision of Full Requirements Service to any account within the City Facilities shall be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remaining accounts in the City Facilities shall continue to receive Full Requirements Service from the Supplier at the applicable Contract Price for such accounts and under the terms of this Agreement.

SECTION 7.17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS. With regard to New Jersey Business Registration:

a. The Supplier has previously provided the City with a copy of the Supplier's business registration certificate, verifying that the Supplier is properly registered with the New Jersey Department of the Treasury.

b. The Supplier acknowledges that:

(i.) *N.J.S.A.* 52:32-44 imposes the following requirements on Suppliers and all subcontractors that knowingly provide goods or perform services for a Supplier fulfilling this contract: 1) the Supplier shall provide written notice to its subcontractors to submit proof of business registration to the Supplier; 2) prior to receipt of final payment from a contracting agency, the Supplier must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the Supplier and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A.* 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

(ii.) A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

City of Hoboken

By: _____

Printed name:_____

Title:_____

SUPPLIER:_____

By:_____

Printed name:_____

Title:_____

EXHIBIT A

FACILITIES ACCOUNTS

Full Requirements Service is to be provided to the following accounts which are part of the City's Facilities:

GSG & GSG(HTG) Accounts

Rate Class	Customer	Acct No
GSG(HTG)	City of Hoboken	PG000009807430525177
GSG(HTG)	City of Hoboken	PG000010397838325177
GSG(HTG)	City of Hoboken	PG000007967137625177
GSG(HTG)	City of Hoboken	PG000008209567025177
GSG(HTG)	City of Hoboken	PG000008209570425177
GSG(HTG)	City of Hoboken	PG000008451183125177
GSG	City of Hoboken	PG000008833807425177
GSG(HTG)	City of Hoboken	PG000009424219525177
GSG(HTG)	City of Hoboken	PG000009631414125177
GSG(HTG)	City of Hoboken	PG000009667451025177
GSG	City of Hoboken	PG000011617192725177
GSG(HTG)	City of Hoboken	PG000011617201625177
GSG(HTG)	City of Hoboken	PG000011700950625177
GSG	City of Hoboken	PG000011129719825177
GSG(HTG)	City of Hoboken	PG000008451183125177

LVG Accounts

Rate Class	Customer	Acct No
LVG	City of Hoboken	PG000007967131925177
LVG	City of Hoboken	PG000008937537225177

EXHIBIT B

TRANSACTION CONFIRMATION

EXHIBIT C Transaction Confirmation	
	Date: _____, _____ 20_____
Upon execution by each of the Parties, this Transaction Confirmation will confirm the agreement of the Parties to enter into a transaction as defined in and pursuant to the terms of the Natural Gas Supply Agreement between Seller and Buyer dated _____ _____, 20____.	
Seller:_____ _____ Attn: _____ Phone: _____ Local Distribution Company (LDC): PSE&G	**Buyer:** City of Hoboken, NJ _____ Attn: Quentin Wiest Phone: 201.420.2000 Local Distribution Company (LDC): PSE&G
Contract Price: Fixed Price of $___. ___ ___ ___ ___ ___/dth For each billing cycle during the Transaction term, the Seller will be paid a contract price per dth of actual Usage at the rate specified herein. **Bill Type:** _____ Dual _____ Consolidated (with LDC)	
Delivery Period (Contract Term): Start: **March 1, 2015** End: February ___, 201__ The actual start date will be the date in which the Seller enrolls the Buyer. The Seller shall make all commercially reasonable to enroll the Buyer on or about the start date identified above.	
Bandwidth: with respect to this Transaction, consumption bandwidths will be +/- twenty-five (25%) percent of the last twelve months of historical usage data. **Total Estimated Annual Usage (dth):** _____	
Facilities and Accounts: As specified in **Exhibit B** of the Agreement. Buyer acknowledges that Account(s) may be invalidated or removed from Exhibit B by Seller if (1) the information listed for any Account is materially inaccurate, or (2) for any reason the LDC does not accept, or causes significant delay in, the enrollment of any Account, in which case Seller and Buyer may execute an updated transaction Confirmation as mutually agreed by both Parties.	
Special Conditions: **Submission of a proposal (or bid) will be prima facie evidence that the supplier did, in fact, review the Request for Bids, and is aware of all conditions affecting performance and proposal prices.**	
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: City of Hoboken, NJ By: _____ Title: _____ Date: _____

APPENDIX C

PRICING FORM

APPENDIX C - PRICING FORM

Alternate A LVG Accounts Bid Price: 12-Month Period March 1, 2015 – February 29, 2016 (Expressed in $0.0000/Dth)	
Bidders Commodity Interstate Transportation Supplier Margin Other Applicable Costs to Transmit Natural Gas to the City Gate	$_____
Sales and Use Tax	$_____
Administrative Fee	[$0.25/Dth]
Total Bid Price	$_____

Alternate B LVG Accounts Bid Price: 24-Month Period March 1, 2015 – February 28, 2017 (Expressed in $0.0000/Dth)	
Bidders Commodity Interstate Transportation Supplier Margin Other Applicable Costs to Transmit Natural Gas to the City Gate	$_____
Sales and Use Tax	$_____
Administrative Fee	[$0.25/Dth]
Total Bid Price	$_____

"I certify that every calculation in this bid submission has been reviewed for accuracy and that there are no mathematical errors or omissions in the bid. I further certify that this Bid Price includes all applicable taxes, including, but not limited to, Sales and Use Tax (but not New Jersey Sales Tax), Commodity, Interstate Transportation, Supplier Margin, an Administrative Fee, line loss and other applicable costs to transmit natural gas to the Delivery Point., (but shall not include applicable New Jersey State sales tax, Distribution service charges and other charges imposed by the LDC). Bidders must offer a fixed Bid Price for either the **twelve** (12) month Term, or the **twenty four** (24) month Term otherwise the Bid will be deemed to be non-responsive.

Bid Submitted by: _____

Signature: _____ Print Name: _____

APPENDIX C - PRICING FORM

Alternate A GSG Accounts Bid Price: 12-Month Period March 1, 2015 – February 29, 2016 (Expressed in $0.0000/Dth)	
Bidders Commodity Interstate Transportation Supplier Margin Other Applicable Costs to Transmit Natural Gas to the City Gate	$_____
Sales and Use Tax	$_____
Administrative Fee	$0.25/Dth
Total Bid Price	$_____

Alternate B GSG Accounts Bid Price: 24-Month Period March 1, 2015 – February 28, 2017 (Expressed in $0.0000/Dth)	
Bidders Commodity Interstate Transportation Supplier Margin Other Applicable Costs to Transmit Natural Gas to the City Gate	$_____
Sales and Use Tax	$_____
Administrative Fee	$0.25/Dth
Total Bid Price	$_____

"I certify that every calculation in this bid submission has been reviewed for accuracy and that there are no mathematical errors or omissions in the bid. I further certify that this Bid Price includes all applicable taxes, including, but not limited to, Sales and Use Tax (but not New Jersey Sales Tax), Commodity, Interstate Transportation, Supplier Margin, an Administrative Fee, line loss and other applicable costs to transmit natural gas to the Delivery Point., (but shall not include applicable New Jersey State sales tax, Distribution service charges and other charges imposed by the LDC). Bidders must offer a fixed Bid Price for either the twelve (12) month Term, or the twenty four (24) month Term otherwise the Bid will be deemed to be non-responsive.

Bid Submitted by: _____

Signature: _____ Print Name: _____

APPENDIX D

MANDATORY PRE-QUALIFICATION PACKAGE FORMS

BID ITEMS CHECKLIST

BID ITEMS CHECKLIST

FAILURE TO SUBMIT ANY OF THESE ITEMS IN ACCORDANCE WITH SECTION V (SUBMISSION OF BIDS) IS MANDATORY CAUSE FOR REJECTION OF BID

ITEMS SUBMITTED (BIDDERS INITIALS)

__X__	Transmittal Letter	_____
__X__	Statement of Ownership	_____
__X__	Equal Employment Opportunity Questionnaire	_____
__X__	Non-Collusion Affidavit	_____
__X__	Copy of N.J. Business Registration Certificate or other acceptable proof of Business Registration for the Bidder and the designated subcontractors – prior to award of contract	_____
__X__	Acknowledge of receipt of Addenda or Revisions (if any)	_____
__X__	Copy of Natural Gas Supplier License (provisional or final, as issued by the New Jersey Board of Public Utilities. (if your license has expired and you have not received a renewal license, you must also provide: (i) proof of submission of an application for renewal of license within the timeframe permitted by N.J.A.C. 14:4-5.7(a) or (ii) proof from BPU that your license remains in good standing)	_____
__X__	Bid Items Checklist	_____
__X__	Information regarding any complaint relating to the provision of Natural Gas Supply Service filed against Bidder since being licensed by the BPU (if any)	_____
__X__	Signed Copy of the Electric Supply Service Agreement included as Appendix B of this RFB.	_____
__X__	Iranian Investment Form	_____

PRINT NAME OF BIDDER: _____
SIGNED BY: _____
PRINT NAME AND TITLE: _____
DATE: _____

TRANSMITTAL LETTER

TRANSMITTAL LETTER

(To be typed on Bidder's Letterhead)

Ms. Tara Pasca
Project Manager
T&M Associates
1256 North Church St
Moorestown, NJ 08057

Dear Ms. Pasca:

_____ (the "Bidder") hereby submits its required Bid materials in response to the Request for Bids for Natural Gas Supply Service (the "RFB") issued by **the City of Hoboken**, New Jersey (the "**City**") on **NOVEMBER 21, 2014.**

As a duly authorized representative of the Bidder, I hereby certify, represent and warrant as follows in connection with the Bid:

1. The submittal of the Bid has been duly authorized by, and in all respects will be binding upon, the Bidder.

2. All information and statements contained in the Bid are current, correct and complete, and are made with full knowledge that the City will rely on such information and statements in selecting the lost responsible bidder and executing the Agreement.

3. The Bid will be prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFB and the Agreement.

4. The Bidder is not prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred contractors and sub-contractors) and is not currently suspended or debarred from doing business with any governmental entity. The Bidder has reviewed all of its engagements and pending engagements and represents that no potential exists for any conflict of interest or unfair advantage.

5. No person or selling agency has been employed or retained by the Bidder to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder.

6. The contact person who will serve as the interface between the City and the Bidder is:

NAME: _____

TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
E-MAIL: _____

7. The Bidder has carefully examined all documents constituting the RFB and the addenda thereto and, being familiar with the provision of Full Requirements Service contemplated by the RFB and such addenda, will offer to provide Full Requirements Service in strict accordance with the RFB and the Bid, all for the Contract Price as calculated based on the Bid Upcharge Prices which will be electronically submitted in accordance with the RFB.

8. The Bidder has reviewed and understands the requirements of the RFB (including the requirements of the Agreement contained in Appendix B to the RFB) and all addenda thereto and, if selected as the lost responsible bidder, agrees to enter into the Agreement which reflects all substantive terms and conditions of the RFB and the Bid.

9. The Bidder authorizes the City to fill in the Pricing Form with the Bidder's winning price and to attach the Pricing Form to the Agreement (if the Bidder is selected as the lost responsible bidder). The price submitted for such winning Bid will be the basis for the calculation of Contract Prices under the Agreement (as described on the Pricing Form).

10. The Bidder agrees that in the event of equal or tie Bids, the City reserves the right to award, at its discretion, to any one of the equal or tie Bidders.

11. The Bidder has included properly completed Statement of Ownership, Non-Collusion Affidavit and Acknowledgement of Receipt of Addenda or Revisions with this Bid.

12. The Bidder has included evidence of the Bidder's qualifications as required by Section V(A) of the RFB.

13. The Bidder acknowledges the City's right to reject any and all Bids.

_____
Name of Bidder

_____
Name of Authorized Representative

_____
Signature of Authorized Representative

_____
Title

STATEMENT OF OWNERSHIP

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The VENDOR is (check one):

☐ Individual ☐ Partnership ☐ P.A. ☐ P.C. ☐ L.L.C. ☐ L.L.P.

☐ Corporation ☐ Joint Venture ☐ Other (specify): _____

I certify that:

☐ No individual person or entity owns a 10% or greater interest in the Vendor.

OR

☐ The names and addresses of all persons and entities who own a 10% or greater interest in the Vendor or any listed entities are as follows:

	NAMES:	ADDRESSES:
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

☐ Check here if additional sheets are attached.

☐ Check here to certify that no person or entity, except for those already listed above or on any attached sheets, owns a 10% or greater interest in the vendor or any listed entities.

NAME OF VENDOR: _____

SIGNED BY: X_____

PRINT NAME & TITLE: _____

DATE: _____

NOTE: If an entity owns a 10% or greater interest in the Vendor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY AND ADA LANGUAGE AND EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the Owner do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* §12101, *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor

preclude the Owner from taking any actions available to it under any other provisions of this Agreement or otherwise at law.

EQUAL EMPLOYMENT OPPORTUNITY

QUESTIONNAIRE ON

PROCUREMENT AND SERVICE CONTRACT

(THIS FORM IS NOT NECESSARY FOR A CONSTRUCTION CONTRACT)

YES OR NO

1. Our Company has a current federal affirmative action plan approval. _____
   If yes, please submit a copy of said approval.

2. Our Company has a New Jersey State Certificate of Employee Information _____
   Report. If yes, please include copy.

3. do not have a current Federal Plan Approval or State Certificate. _____
   If are awarded a contract, please send us Form AA-302
   (Employee Information Report) for completion.

PLEASE NOTE:
One of the above MUST be submitted IF YOU ARE THE SUCCESSFUL BIDDER AND RECEIVE THE AWARD. THIS IS REGARDLESS OF THE NUMBER OF EMPLOYEES YOU HAVE.

NAME: _____

SIGNATURE: X_____

TITLE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

STATE OF _____)
ss:
COUNTY OF _____)

Re: Request for Bids

I, _____ (name)
of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title)

of _____ (name of bidder),
the bidder for the above named project, and that I executed the said bid with full authority so to do; that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in the bid and in this affidavit are true and correct, and made with full knowledge that the City relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by my firm for the purpose of securing business.

Signed: X_____

Subscribed and sworn to
before me this _____ day
of _____.

_____
Notary Public of

My commission expires _____, 20____.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

Trade Name:

Address:

Certificate Number:

Date of Issuance:

For Office Use Only:

OR

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ANY)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ANY)

City of Hoboken

REQUEST FOR BIDS
FOR NATURAL GAS SUPPLY SERVICE

Bidder has examined and carefully studied the RFB, the other related data identified in the RFB, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____
Name of Bidder

_____
Signature

_____
Title

ADMINISTRATIVE FEE AGREEMENT

ADMINISTRATIVE FEE AGREEMENT

THIS ADMINISTRATIVE FEE AGREEMENT (the "Agreement") is entered into as of December 16, 2014, by and between T&M Associates ("T&M") or ("Consultant"); and _____, a _____ corporation ("Supplier"). Consultant and Supplier are referred to collectively herein as the "Parties."

WHEREAS, the Supplier and **The City of Hoboken** ("**the City**") are parties to that certain Natural Gas Supply Service Agreement (the "Natural Gas Supply Service Agreement") dated the date hereof; and

WHEREAS, **T&M** has acted as a consultant/energy agent to **the City** in connection with the Natural Gas Supply Service Agreement and is to receive a fee from Supplier for such services; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant and Supplier, intending to be legally bound, hereby agree as follows:

1. Administrative Fee. At such time as **the City of Hoboken** enter into a Natural Gas Supply Contract with an energy supplier ("Supplier") for the purchase of natural gas, Supplier hereby agrees to pay **T&M** a monthly administrative fee ("Monthly Administrative Fee") for each entity served in the amount of **$0.25/dekatherm** of usage provided by Supplier to **the City** under the Natural Gas Supply Service Agreement for each month included in the contract term. Supplier and **the City** agree that the Administrative Fee shall be included in the Contract Price.

2. Payment of Monthly Administrative Fee. The Monthly Administrative Fee shall be paid on or before the 25th day of each month following the month of activity during the term of the Natural Gas Supply Contract, accompanied by a summary accounting (in a format to be agreed upon by **T&M** and Supplier). All payments shall reference **T&M Project # HOBK00040.**

Each payment must be accompanied by a summary accounting report (backup) that must include the following:

- A separate line item (entry) for each one month period of usage (one line per successive meter reads);
- Each line (entry) must clearly present the name of the City of Hoboken, its associated LDC account number, and that account's monthly meter read dates and DTH usage for that period);
- Payment is to be remitted to the following address until the time that ACH is available:
  T&M Associates
  Attn: Tara Pasca
  1256 North Church St

Moorestown, NJ 08057

3. Late Fee. In the event that Supplier fails to pay such Administrative Fee when due, such sum shall bear interest at the rate of 1.5% per month. T&M shall have the right to exercise any remedy available at law or equity to enforce payment of such amount, plus interest, together with the cost of collection (including but not limited to reasonable attorney's fees and costs), from the date due until paid.

4. Indemnification. Supplier agrees to indemnify, defend and hold harmless T&M and each of its directors, officers, representatives, members, employees, principals, agents, consultants, successors and assigns from and against any and all Losses arising from the Supplier's action or failure to act with regard to this Agreement or the Natural Gas Supply Service Agreement. The provisions of this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. Limitation of Liability. Supplier acknowledges that T&M has acted solely as a consultant to the City and shall not be responsible for the performance by the City of its obligations under the Natural Gas Supply Service Agreement.

6. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meaning given thereto in the Natural Gas Supply Service Agreement.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

9. Resolution of Disputes. Any dispute arising under or relating to this Agreement shall be submitted to mandatory and binding arbitration conduced in the City of Hoboken, New Jersey in accordance with the Rules of the American Arbitration Association ("AAA"). The only issue(s) in dispute to be determined by the AAA will be those issues specifically submitted to the AAA. The AAA will not extend, modify or suspend any of the terms of this Agreement. The award or decision rendered by any arbitrator shall be final and binding, and judgment may be entered by any Court in the State of New Jersey having jurisdiction.

10. Amendment; Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder,

whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way rights arising by virtue of any prior subsequent such occurrence.

11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

12. Interpretation. In the event an ambiguity or questions of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

13. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Administrative Fee Agreement to be executed as of the date and year first above written.

T&M Associates:

By: _____

Title: _____

Supplier:

_____

By: _____

Title: _____

IRANIAN INVESTMENT FORM

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION AS TO INVESTMENT ACTIVITIES IN IRAN.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the **City** finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- □ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

- □ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the **City** under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS
TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES,
PLEASE ADD ADDITIONAL COPIES OF THIS FORM.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

_____

_____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____Contact Phone Number: _____

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature:_____

Title: _____ Date: _____