Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, COUNTY OF HUDSON AUTHORIZING THE ENTRY OF A DEVELOPER'S AGREEMENT BY AND BETWEEN THE CITY OF HOBOKEN AND PUMP HOUSE 128, LLC AS IT RELATES TO THE DEVELOPMENT PROJECT TO BE CONSTRUCTED ON PROPERTY KNOWN AND DESIGNATED AS BLOCK 25, LOTS 17 THROUGH 19, ON THE TAX MAP OF THE CITY OF HOBOKEN AND COMMONLY KNOWN AS 128-132 HARRISON STREET, HOBOKEN, NEW JERSEY.

WHEREAS, the Hoboken Zoning Board of Adjustment (Zoning Board) granted preliminary site plan approval with ancillary "c" or bulk variance relief to the Developer, Pump House 128, LLC, in regard to the development of the site with a new 6-story residential building containing 18 dwelling units, 1,630 square feet of retail space and 16 parking spaces on property known and designated as Block 25, Lots 17 through 19, on the Tax Map of the City of Hoboken and commonly known as 128-132 Harrison Street, Hoboken, New Jersey, in the R-3 Residential Zone District, which was approved by the Zoning Board on October 18, 2005, and memorialized in a Resolution adopted by the Zoning Board on December 20, 2005; and

WHEREAS, the Zoning Board granted final site plan approval to the Developer, Pump House 128, LLC, which approval was granted on September 18, 2007, and memorialized in a Resolution adopted by the Zoning Board on November 20, 2007; and

WHEREAS, the Resolution of the Zoning Board granting final site plan approval contains Condition No. 10, which requires the Developer to enter into a Developer's Agreement with the City of Hoboken in this matter; and

WHEREAS, the Developer desires to enter into a Developer's Agreement (the Agreement) with the City of Hoboken in accordance with the aforementioned approved site plan; and

WHEREAS, the City and Developer are in mutual agreement respecting the terms and conditions of the Agreement and desire to enter into same; and

WHEREAS, the execution of the Developer's Agreement as a two (2) party agreement between Pump House 128, LLC and the City of Hoboken is subject to the City of Hoboken either receiving a letter from the Hoboken Zoning Board Attorney concurring with the Developer's Agreement being a two-party agreement or, in the alternative, agreeing that the signature of the representative of the Hoboken Zoning Board is not necessary to executing the Developer's Agreement.

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

1. The City intends to enter into the Agreement with the Developer, a copy of which is attached hereto and incorporated herein, in accordance with the aforementioned City of Hoboken Zoning Board approvals.

2. The City Council hereby authorizes the Mayor on behalf of the City to execute and to do all acts reasonably necessary to enter into said agreement with the Developer and the City Clerk to attest to same in accordance with the form of Agreement attached hereto and made a part hereof.

3. The execution of the Developer's Agreement as a two (2) party agreement between Pump House 128, LLC and the City of Hoboken is subject to the City of Hoboken either receiving a letter from the Hoboken Zoning Board Attorney concurring with the Developer's

Agreement being a two-party agreement or, in the alternative, agreeing that the signature of the representative of the Hoboken Zoning Board is not necessary to executing the Developer's Agreement.

4. A copy of this Resolution shall be available for public inspection at the offices of the City.

5. That this Resolution shall take effect immediately or as otherwise directed by law.

Meeting Date: July 9, 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
Councilman Bhalla	/			
Councilwoman Castellano	/			
Councilman Cunningham	/			
Councilman Doyle	/			
Councilwoman Mason	/			
Councilman Mello	/			
Councilman Occhipinti	/			
Councilman Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

James J. Farina

CITY CLERK

I, James Farina, City Clerk of the City of Hoboken, County of Hudson, State of New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of the City of Hoboken on the 9th day of July, 2014, at a meeting duly convened of said body.

James Farina, City Clerk

DEVELOPER' S AGREEMENT

FINAL SITE PLAN APPROVAL

CITY OF HOBOKEN

HUDSON COUNTY, NEW JERSEY

with

PUMP HOUSE 128, LLC

PREMISES:

128-132 Harrison Street

Block 25, Lots 17 through 19

Hoboken, New Jersey

Record & Return to:

WEINER LESNIAK LLP
Attn: Ronald D. Cucchiaro, Esq.
629 Parsippany Road
P.O. Box 0438
Parsippany, New Jersey 07054

DEVELOPER'S AGREEMENT

AGREEMENT made this _____ day of _____, 2014 by PUMP HOUSE 128,LLC located at P.O. BOX 702, Perth Amboy, New Jersey 08861 (hereinafter called the "Developer") and the CITY OF HOBOKEN, a municipal Corporation of the State of New Jersey, County of Hudson (hereinafter called the "City") located at 94 Washington Street, Hoboken, New Jersey 07030;

WITNESSTH:

WHEREAS, the Developer is the owner of property as shown on the Tax Map of the City of Hoboken and commonly known as Block 25, Lots 17 through 19 and more commonly known as 128-132 Harrison Street, Hoboken, New Jersey (the "Property")

WHEREAS, the Developer is desirous of constructing a six story, eighteen (18) unit residential building with 1,630 square feet of retail space and sixteen (16) parking spaces (the "Project") upon the Property as- shown on a set of drawings approved by the Zoning Board of Adjustment and. more thoroughly described in paragraph 2 hereof; and

WHEREAS, in conformity with the Zoning Ordinance, Building Code, and Health Code of the City as well as other applicable statutes, ordinances, laws, rules, regulations, the Board Resolutions adopted on December 20, 2005 and on November 20, 2007, and the report of Schoor DePalma Engineers and Consultants, City Engineers, dated August 10, 2007, the Developer is desirous of entering into Developer's Agreement with the City and the Board with respect to the development of, the Property in furtherance of the provisions of the City's Ordinances which, among other things, require that prior to the granting of a building permit, the Developer shall have installed or shall have furnished performance guarantees for the ultimate installation of the several improvements therein mentioned, and that no Certificate of Occupancy shall be issued by

the Construction Code Official until the completion of all such required improvements has. been certified to the Board by the City Engineer unless satisfactory performance guarantees to cover the cost of all such improvements or the incomplete portions thereof and deposits for City professional costs are filed by the Developer; and

WHEREAS, it is mutually desired by the parties hereto that the Project shown on the aforementioned Site Plan shall be improved and developed in such a manner as will insure protection to the surrounding and neighboring properties, as well as the public roads in and about said area to the end that said development shall result in a desirable development within the City of Hoboken; and

WHEREAS, the Developer acknowledges that the improvements delineated in all reports and as shown on the plans and must meet the specifications in effect at the time of approvals and must be inspected during construction by the City Engineer, subject to modifications as allowed by N.J.S.A. 40:55D-49(a), and the Developer agrees to escrow sufficient inspection fees in accordance with N.J.S.A. 40:55D-53h with the City, in advance or as may be reasonably required, to defray this cost.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, it is hereby agreed as follows:

1. OWNERSHIP OF LANDS; COMPLIANCE WITH N.J.S.A. 40:55D-48.1

Upon execution and delivery of this Agreement, the Developer will file with the Board a certificate issued by an attorney at law of the State of New Jersey or a title commitment/policy issued by a title company authorized to do business in the State of New Jersey certifying to the City and the Board the interest of the Developer. Upon execution hereof, a list of stockholders holding ten (10%) percent or more of the stock of the Developer will also be filed in accordance

with N.J.S.A. 40:55.D-48.1. In the event Developer is a partnership, a certified list of all partners owning ten (10%) percent or more of the partnership or if a limited liability company, a certified list of members holding ten (10%) percent or more of the interests in the limited liability company, shall be furnished to the City. Within ten (10) days after any transfer of title taking place thereafter, a further certificate of title of New Jersey counsel or title insurance policy will be filed certifying the condition of title and showing all ownership interests.

2. IMPROVEMENTS – THE PROJECT

(a) The Developer agrees, at its expense, to furnish, provide and supply all materials, labor, equipment, tools and appliances necessary and proper to complete the proposed development including on-site and off-site improvements, if any, and landscaping as set forth on the plans approved by the Zoning Board of Adjustment and known as (i) the Site Plan prepared by Russell Bodnar dated June 2, 2007, last revised July 30, 2007, and consisting of eight (8) sheets as follows:

Sheet:	Title:
ZN1	Site Plans & Zoning Chart & Site Data
ZN2	1st Floor Plans & Site Data
ZN3	2nd & 3rd Floor Details
ZN4	4th & 5th Floor Details
ZN5	6th Floor Details & Roof Plan
ZN6	Elevations Data
ZN7	Street Elevations
SE	Soil Erosion

(the "Site Plan"), as shall be modified only to the extent as required in the Resolution, with no further modifications permitted except as approved by the Zoning Board of Adjustment on further application in accordance with the Land Use Procedures for the City.

Such improvements shall be installed in strict compliance with the requirements and specifications of the City and other applicable laws and regulations. Any improvements to

be ultimately dedicated to the City shall be completed within a period of two (2) years from the date of execution of this Agreement, to the satisfaction and approval of the City Engineer, subject to force majeure, unless said time is extended by the City Council. In addition, the Developer agrees to be responsible for damage to existing streets and public property caused by its operations or by the delivery of materials to the site and/or operation of equipment, and further agrees to restore streets and/or property so damaged to their/its original condition.

The aforesaid work shall be done in a good and workmanlike manner, and shall not substantially deviate either in specification or course, from the plans, profiles and documents described herein. To the extent that any design standard does not substantially meet the minimum requirements as set forth in the ordinances of the City of Hoboken, where no variance or waiver has been granted, the Developer shall be required to comply with the appropriate standards as stated in the ordinance. The work shall not be deemed complete unless all improvements are installed in accordance with this Agreement, and all rubbish, debris, construction equipment, tools and surplus materials have been removed from the site, and the site left in a clean and neat appearing condition.

The Zoning Board of Adjustment's Resolutions, all exhibits accepted by the Zoning Board of Adjustment during the not specifically included in this Agreement or mentioned herein shall nevertheless be considered a part of this Agreement, said resolutions, maps and plans being made a part hereof by reference.

(b) The Zoning Board of Adjustment's Resolution, all exhibits accepted by the Zoning board of Adjustment during the Public Hearings, together with the recommendations of the City Engineer and Planner (insofar as the recommendations have not been modified or

superseded by the Zoning Board of Adjustment during the course of the hearings, the Resolution or this Agreement) and not specifically included in this Agreement or mentioned herein shall nevertheless be considered a part of this Agreement, said resolutions, maps and plans being made a part hereon by reference.

(c) Each of the provisions hereof shall have the same force and effect as if set forth at length as conditions of the grant of the site plan approval.

3. TIME FOR COMPLETION

All of the improvements and work referred to in Paragraph 2 hereof, shall be completed within two (2) years from completed within two (2) years from the date of this Agreement, and, in the event the work is not so completed within two (2) years from the date of this Agreement, the City may require that additional performance guarantees be provided in light of the then prevailing costs if necessary to adequately secure the City.

4. COMPLIANCE WITH LAW

All of the improvements referred to in Paragraph 2 hereof shall be performed in accordance with any applicable City specifications, State and County laws and specifications as set forth in Ordinances, Rules, Regulations and the Board Resolution and shall be inspected by the City Engineer, or someone designated in writing by the City Engineer for that purpose, and a signed copy of said designation by the City Engineer shall be furnished to the Developer prior to said inspection and approval by such designee of the City Engineer. The Developer shall further be subject to all City Ordinances including, but not limited to, road opening requirements codified at § 168-56, et. seq. The Developer shall further be subject to § 104 (Flood Damage Prevention). To the extent such compliance may result in a change to previous land use approvals, an amended or new land use approval may be required.

5. REVISIONS TO PLANS

The Developer agrees that if, during the course of construction and installation of improvements, it shall be determined by the City Engineer, either on his own or at Developer's request, that revision of the plan is necessary with regard to the health, welfare, and safety of the residents of the City (the "Public Interest"), or represents a more environmentally practicable alternative to the methodologies employed in the approved plans in furtherance of the Public Interest, it will undertake at its own expense such design and construction changes as may be indicated by the City Engineer. This Paragraph is meant to apply to changes commonly referred to as "field changes" which shall be of a minor and technical nature. Nothing contained herein shall be construed so as to allow the Developer to relocate any improvements or landscaping on the approved plans without prior approval of the Zoning Board of Adjustment. Further, since the within application was the subject of variance approval, no change shall be made to the plans which would in any way further intensify or alter any variance without the express approval of the Zoning board of Adjustment and regardless of whether such change be a *de minimis* change, or a change which could be seen as a "field change" as such term has been used hereunder.

6. DRAINAGE FACILITIES

(a) The Developer shall install all storm drainage facilities, manholes, inlets, pipes, connections and curb lines, and all other appurtenances necessary for proper construction and operation of the storm drain system as shown on the Site Plan and other drawings referred to herein, together with such necessary changes as shall reasonably be required by the City Engineer, all of which shall be installed and laid out in such manner as may be approved by the City Engineer. All interior sanitary sewer and storm drain facilities necessary to properly serve the premises shall be installed and operable prior to the issuance of Certificate of Occupancy.

(b) In accordance with the drainage plan reviewed and approved by the City Engineer in conjunction with Site Plan Approval, final grades shall blend into the established grades of all adjoining developed property as shown on the plans. Differences in grade elevation along property lines will be allowed only if, in the opinion of the City Engineer, no drainage problems exist which would increase draining flow and a discharge of surface waters in excess of the approved Stormwater Management Plan. The Developer shall take such steps as shall insure proper drainage if required by the City Engineer including, but not limited to, the use of swales, underground piping, detention facilities or diverter or interceptor drains. If surface contours are changed by the Developer on the property so as to cause additional surface water runoff from one lot to another affecting the proper use of any adjacent lot, the Developer will construct such swales, drains, walls or other drainage facilities so as to prevent said runoff affecting the proper use of any adjacent lot which shall be subject to the review and approval of the City Engineer.

(c) The Developer shall hold the City, the Mayor and Council, the City Engineer and the Zoning Board of Adjustment harmless from any damage or liability that might arise due to the increased drainage of surface waters. upon lands abutting the property being developed by it as shown on the documents herein referred to, and further agrees to alleviate any and all conditions that may arise by reason of the increased discharge of water, soil or dirt upon said abutting properties, including City property.

7. **UTILITIES**

Developer shall construct all utilities servicing the property in accordance with the specifications of the respective utility companies and the City including, but not limited to, electric and telephone. Nothing herein shall require the City to install utilities for this project.

8. **FIRE PREVENTION FACILITIES AND HYDRANTS**

Fire prevention facilities, if any, and hydrants, if any, will be installed on the premises, at Developer's expense, in accordance with the site plan and as approved by the Division of Fire Protection of the City of Hoboken.

9. **LIGHTING**

The Developer shall provide lighting as provided in the site plan. Said lighting shall conform to the standards of the Hoboken Code as well as the standards of the Illuminating Engineering Society (IES).

10. **SIGNS**

No signs shall be placed on the premises without the Developer first securing a sign permit when required by law.

11. **ELECTRICAL TRANSFORMERS**

All electrical transformers shall be installed either within buildings or underground.

12. **SURFACING AND PAVEMENT STANDARD**

All roadways, parking areas and driveways constructed by the Developer shall be constructed and installed in accordance with the site plan as approved in the Memorializing Resolution.

13. **PARKING REGULATIONS**

The Developer and its successors shall be responsible for enforcing parking regulations on the premises; however, nothing in this paragraph is intended to supersede the legal authority of the City Police and Fire Department to monitor fire lanes or otherwise protect the public interest.

14. GARBAGE COLLECTION AND RECYCLING

The location of the garbage collection units on the site shall be as approved by the Director of the Department of Environmental Services in consultation with the Health Officer. The Developer shall comply with the requirements of the New Jersey Mandatory Statewide Source Separation and Recycling Act as well as the provisions of the Hoboken Code. Prior to the issuance of a Certificate of Occupancy, the Developer shall provide for the collection, disposition and recycling designated recyclable materials. The Developer shall provide a detailed plan for solid waste disposal consistent with City Ordinances. The City will provide garbage collection for this project as it does for any other property with similar uses in accordance with the Hoboken Code.

15. GRADING

Before grading of any roadway, driveway or parking area, the area shall be cleared of all debris, branches, matted leaves, mud and any other materials that, under sound construction practices, would be regarded as unsuitable.

16. EASEMENTS

Developer shall provide for easements subject to the review of the City Engineer and approval of the City Council, wherever necessary for drainage, public utilities, sanitary sewerage or for any other purpose as per the approval of the Board. Developer shall submit to the City Engineer and City Attorney, a drawing and description of all easements for their approval prior to filing of same. In addition, the Developer shall grant the City an easement for necessary municipal access over all interior private roads for the City's ambulance, police, fire, sanitation, school bus or other health and safety services. The Developer shall further provide

any other easements which may be required pursuant to the Board approvals and the recommendations of the City Engineer.

17. BUILDING PERMITS REQUIRED

The Developer agrees that construction of the Project shall not commence until a Building Permit and all other necessary permits and approvals shall have been duly issued.

18. PERFORMANCE GUARANTEES AND ESCROW

The Developer shall not proceed with any improvements or installation on the Property which is the subject matter of. this Agreement, unless the Performance Guarantees established in light of the attached improvement costs and set forth on the City Engineer's estimate dated March 27, 2014, attached hereto as Exhibit "C" in the sum of One Hundred, Fifty-Eight Thousand, Six Hundred, Seventy-Eight Dollars ($158,678.00) of which Nine Thousand, Five Hundred, Twenty Dollars and Sixty-Eight Cents ($9,520.68) shall be in form of a cash deposit or certified check and the sum of One Hundred, Ninety Thousand, Four Hundred Thirteen Dollars and Sixty Cents ($190,413.60) shall be in the form of a performance bond with a surety or other guarantee as approved by the City Attorney, and set forth in N.J.S.A. 40:55D-53 and N.J.A.C. 5:39-1.1, *et. seq.*, have been delivered and together with an escrow deposit which is to provide sufficient funds to cover the reasonable engineering and legal costs incurred by the City on behalf of the Developer including the cost of preparation, review, and processing of this Agreement. It is specifically agreed that if during the course of the development it appears that the amount of the escrow deposit for legal and engineering fees is inadequate to meet such costs, the City may require such additional sums to be deposited with the City as it might reasonably determine to be necessary, and the Developer shall forthwith provide the same. No building permits or Certificates of Occupancy shall be issued until such additional deposit shall have been

made. The City shall be and is hereby authorized by the Developer to disburse the said deposits in payment of such services as are rendered upon submission of proper vouchers therefor duly sworn to by the person or persons rendering the services. The unused portion of any such deposits shall be returned to the Developer by the City upon satisfactory completion of the improvements undertaken and certification of such satisfactory completion by the City Engineer. The Developer retains all rights set forth in N.J.S.A. 40:55D-53.2.

In addition, the Developer agrees to post satisfactory letters of credit, cash or performance guarantees in accordance with N.J.S.A. 40:55D-53 and N.J.A.C. 5:39-1.1, *et. seq.*, to guarantee the completion of the improvements, which shall be in a form reasonably acceptable to the City Attorney. The performance guarantees may be reduced or released by the City upon recommendation of the City Engineer. In the event of a reduction, the amount of the reduction shall be solely as determined by municipal authorities. In nonevent shall a final release of the performance guarantees be affected unless the improvements have been fully installed in a manner satisfactory to the City, and in accordance with the terms of this Agreement.

The cash deposit required as part of the performance guarantee shall be held and be specifically reserved for the purposes enumerated herein pursuant to provisions of N.J.S.A. 40:55D-53.1.

19. RELEASE OF PERFORMANCE

Upon the completion of all the subject improvements in a good workmanlike manner and such certification by the Developer, its heirs and assigns, and a conforming certification by the City Engineer, the Governing Body, by resolution, shall release the performance guarantee and cash deposits where applicable upon the Developer's submission to the City Clerk of maintenance guarantee pursuant to N.J.S.A. 40:55D-53 in an amount equal to

fifteen (15%) percent of the total cost of such improvements. Said guarantee shall run for two (2) years from the date of acceptance by the Municipality and be made by way of a guarantee permitted by N.J.S.A. 40:55D-53, N.J.A.C. 5:39-1.1, *et. seq.*, and bond issued by a reputable insurance company doing business in New Jersey acceptable to the City.

20. CITY'S PROFESSIONAL COSTS

The engineering, planning, and legal fees or charges for services rendered to the Board and to the City in connection with this Agreement and in connection with improvements made hereunder shall be paid by the Developer.

A cash deposit in the sum of three thousand dollars ($3,000.00) for engineering services and legal services, it being specifically agreed, that if during the course of the development it appears that the amount of deposit made is inadequate to meet such costs, the City may require such additional sums to be deposited with the City as it might determine to be necessary and reasonable, and the Developer shall forthwith deposit same within thirty (30) days after receipt of written notice. No building permits or Certificates of Occupancy shall be issued until such additional deposit shall have been made.

The City shall be and is hereby authorized by the Developer to disburse the said deposit in payment of such services as are rendered upon the submission of proper vouchers therefor, duly sworn to by the person or persons rendering the services and the unused portion of any such deposit shall be returned to the Developer by the City upon completion of the improvement undertaken and certification of such completion to the City by the City Engineer.

21. SUBMISSION OF DETAILED PLANS

In the event that the City Engineer during the course construction, in his opinion, reasonably requires any further details for the plan submitted and approved, the Developer shall

furnish such details on reasonable written notice by the City Engineer, specifying the full nature of such details, within fifteen (15) working days. The Developer shall also submit, upon request, detailed drainage and topographic plans as may be required by the City Engineer, City Health Officer, and any other City, County, State or Federal Governmental Agency and shall provide the Board Engineer with as-built drawings indicating the location and size of all sanitary sewer and storm drainage lines and structures, including all inverts, tops of manholes, tops of grates, location and elevation of all retaining walls and grades throughout the premises, including the final location and grades of curbs, sidewalks, roadways, parking areas and waterways.

22. **INSPECTION OF IMPROVEMENTS**

The City contemplates the inspection of all site improvements and/or facilities to be accepted by the City. The City Engineer shall inspect the installation of all site improvements set forth on Exhibit "B" annexed hereto, including, but not limited to, storm drains, road construction work, fences, retaining walls higher than four (4) feet, landscaping and all other facilities which may be maintained by the City, exclusive of utility items. The Developer shall notify the City Engineer and Public Works Department at least seventy-two (72) hours prior to the commencement of each phase of construction of any such facilities. Prior to commencement of construction, there shall be a pre-construction meeting. The City Engineer shall have the right to reject any of the improvements constructed which do not meet his approval. In the event of a temporary suspension of construction, the City Engineer and Department of Public Works shall be notified of the renewed starting date of construction. Back-filling, after the laying of any drainage pipes, manholes or other facilities in connection therewith, shall be absolutely forbidden except after the inspection and approval by the City Engineer or his duly authorized representative. The City Engineer shall use his best efforts to have inspections completed in a

timely manner, so as to permit the Developer to proceed with construction in an orderly, safe and expeditious manner.

23. T.V. INSPECTION

Upon their completion, sanitary lines installed or improved by the Developer will be "T.V. Inspected", together with storm lines, if requested by the Board Engineer, at Developer's expense, to ensure conformance to specifications and to determine if breaks, settlement or misalignment have appeared since the backfilling of trenches.

24. ENGINEER'S AND CONSTRUCTION CODE OFFICIAL'S FIELD REQUIREMENTS

This Agreement is subject to additional in-the-field requirements, in accordance with applicable codes and City Ordinances, standard construction specifications on file in the office of the City Engineer, in accordance with OSHA requirements the New Jersey Uniform Construction Code ("NJUCC"), and New Jersey Residential Site Improvement Standards. All such requirements shall be reasonable, shall be in writing, and shall be given in a timely fashion. The purpose of such requirements is to adequately insure that the improvements to be installed under this Agreement function properly and carry out all the purposes for which they are designed in a good, workmanlike manner consistent with sound engineering principles. The provisions of this paragraph will not be utilized to require unusual additional work or facilities beyond that which is necessary to adequately insure that facilities operate and function properly to carry out the purpose for which they were designed. Nothing herein shall be deemed to authorize by implication the disapproval of construction materials and methods that are permitted under law or the NJUCC, except if expressly provided to the contrary herein or except if other and different specifications are shown on the site plan or subdivision (including site grading plans, profiles and detailed plans submitted with the site plan or subdivision).

25. POLICE AND FIRE

(a) The City will provide Police and Fire protection for this project as it does for any other property within its jurisdiction.

(b) In addition, the Developer shall provide appropriate information guaranteeing that the water pressure is adequate for firefighting purposes at proper volume and pressure to all floors and appropriate locations.

(c) In the event the Hoboken Fire. Chief determines that additional fire hydrants are required for such purpose, the Developer, at his own expense, shall install the additional hydrants subject to the approval of the Hoboken Fire Department. The location of the fire hydrants shall be in accordance with the recommendation of the City of Hoboken Fire Department, and all other necessary equipment to provide fire protection, at proper volumes and pressure to all floors and locations, shall be as required by the Fire Department.

26. CITY NOT LIABLE FOR IMPROVEMENT COSTS

Nothing herein contained shall be construed to render the City or any of its officers, boards, or employees liable for any charges, costs, or debris for material, labor or other expenses incurred in the making of the improvements.

27. INDEMNIFICATION OF MUNICIPALITY

Developer shall be and remain liable for any and all damage or monetary loss (including, but not limited to, attorney's fees) that may be suffered by to the City or the Board, or their officers, employees, agents and/or professionals by any neglect, wrongdoing, omission or commission of any act by the Developer or any person, firm or corporation acting for the Developer hereunder arising from the construction or installation of the improvements, the performance of the terms hereof or from or out of this Agreement. The Developer shall also save,

indemnify, and hold harmless the City, its officers, agents, boards and employees for any and all actions at law or in equity, charges, debts, liens, encumbrances, costs and attorney's fees which may arise from any such damage or loss, from the making of the improvements, the performance of the terms hereof or from or out of this Agreement, except where the City or its agents have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence.

When and in the event that by reason of the negligence of the Developer in the construction of the Project, litigation arises and the City is made a party Defendant to any lawsuit so instituted and by reason of the necessity of the City to defend such suit, escrow funds provided for in Paragraph 20 hereof are deemed to be insufficient to pay the continuing bills for services rendered to the City by its attorney and/or engineer, or other expenses or cost incurred in said litigation, the City may serve a written notice by Certified Mail, Return Receipt, upon the Developer at the address set forth herein, requiring the Developer to deposit within ten (10) days thereof, such additional funds that the City may deem necessary for the completion, of the development and the defense of any such litigation. The Developer shall, within ten (10) days, deposit such additional funds with the City as required. Should the Developer fail to do so within the required time period, the City may direct the appropriate officials to place a stop work order on all development and construction of the Project on the Property and as depicted on the Site Plan.

28. <u>DEDICATION OF STREETS</u>

(a) The Developer shall dedicate to the public use, if applicable, all streets and areas lying within the bed of each street and the improvements therein and such other aforesaid areas by deed or other acceptable method of conveyance as set forth herein, provided, however,

that this Agreement shall not constitute an acceptance by the City of such streets or improvements therein in other areas, until such time as the city may formally adopt a Resolution accepting the dedication after the recommendation of, among other things, the city Engineer.

Until such time as the Developer has completed all the public improvements, including roadways and driveways, and the City has accepted the same by formal Resolution, the Developer shall be responsible to maintain said roads and driveways and keep same free of all snow and other debris so as to give access to fire, police and other emergency vehicles which may be required to render assistance at the Property. Notwithstanding anything to the contrary, no obligation is imposed on the City to accept any street, road or driveway shown on the subdivision and/or site plans and/or other drawings to herein.

(b) The Developer agrees to deliver to the City a deed, free and clear of all liens, encumbrances, covenants and conditions, and containing a metes and bounds description for all new streets, roads, driveways, easements, rights-of-way, playgrounds, and other areas to be dedicated to the City, together with a title commitment (using the most recent ALTA form) indicating that the Developer has clear and marketable title thereto. The conveyance by the Developer to the City shall be by Deed of Bargain and Sale with Covenants against Grantors Acts in recordable form, described by reference to a filed map, setting forth all roads, easements and rights-of-way together with property Affidavit of Title and Title Insurance Policy subject only to the Standard ALTA exceptions, all subject to the approval of the City Attorney. Said streets, roads, driveways, easements and rights-of-way are to become part of the City road and City utility systems, reserving unto the Developer or his successors and assigns the right to drain into drainage easements and discharge sanitary waste in the appropriate systems all subject to and under the supervision and approval of the City Engineer and in accordance with all pertinent

ordinances and regulations of any agencies of government having jurisdiction. Notwithstanding anything to the contrary, no obligation is imposed on the City to accept any new streets, roads, driveways, easements, rights-of way, playgrounds or other areas shown on the subdivision plans, site plan and/or other drawings referred to herein.

29. PARKING REGULATIONS

The Developer and its successors shall be responsible for enforcing parking regulations on the premises; however, nothing in this paragraph is intended to supersede the legal authority of the City Police, and Fire Department to monitor fire lanes or otherwise protect the public interest.

30. DUST AND NUISANCE

The Developer agrees not to commit a public or private nuisance by reason of dirt, dust, debris, air pollution, noise pollution, gas, smoke or other annoyance resulting from construction, trucking or other operations. The Developer agrees to abate any such nuisance within five (5) business days of receipt of written notice from the City Engineer, unless said notice reasonably directs a shorter time limit. The means of dust control shall be subject to approval by the City Engineer.

31. PROVISIONS RELATING TO HOMEOWNERS OR CONDOMINIUM ASSOCIATIONS

Where applicable, Developer agrees that it will form a Homeowners or Condominium Association (hereinafter, "Condominium Association") under New Jersey law and that obligations of maintenance and repair after construction shall be deemed to run with the land, and to that end, Developer agrees to submit the Condominium Association by-laws and related documents to the City Attorney for review and approval as to compliance with the continuing obligations referred to herein. Developer further agrees to include in the

Condominium Association by-laws a requirement that the Condominium Association maintain in good repair all lighting facilities, fixtures and equipment after installation and that it pay the electric bills generated by said utilities, unless said maintenance and expense are otherwise provided for.

32. DUTY RE: UNSAFE CONDITIONS

The Developer shall correct and make safe any dangerous or unsafe condition created, caused or suffered to exist by the Developer (or by those acting for or on behalf of the Developer) affecting public safety or general welfare, if such condition develops. In the event that such condition exists, notice shall be given by certified mail to the Developer, whereupon Developer shall correct such condition within such reasonable period of time as the City, in its notice shall specify. In the event such condition is not corrected by the Developer, the city Council may order the corrective work to be done and the Developer and its surety shall reimburse and indemnify the city for all costs and expenses incurred thereby.

33. SOIL MOVEMENT

(a) Permit: Before construction is commenced on the lands subject to this Agreement, the Developer shall obtain the necessary permit therefor in accordance with the Ordinance limiting and controlling the movement of soil and the conditions set forth in this Resolution, if application.

(b) Conservation: All soil conservation measures, including re-vegetation of disturbed areas, required under all soil permits or as specified by the City Engineer or the Hudson County Soil Conservation District, shall be adhered to by the Developer.

(c) All soil erosion and sediment control measures shall be installed at the locations and in accordance with details shown on the approved plans, prior to the start of work

on the project, except to the extent modified by approvals granted by the Hudson County Soil Conservation District. All additional measures deemed necessary in the Public Interest by the City Engineer shall also be installed by the Developer where and when directed by the Engineer. Once installed, said measures shall be properly maintained and/or replaced as necessary to serve the function for which they are intended. In the event that the Developer fails to install, replace, or adequately repair these facilities within seventy-two (72) hours from the time of notice to a representative of the Developer, either on the site or in the Developer's office, the City Engineer shall have the authority to suspend all work on the Project until the required installation, replacement, or repair operations are completed to the Engineer's satisfaction. Should the Developer fail to cooperate in this regard a second time, the City Engineer's suspension of work shall be effective until such time as the City Council considers the matter and permits work to resume.

(d) Access to and egress from the site for soil movement purposes shall be by way of the stabilized construction entrance. Use of any other entrance or exit shall be deemed a violation of this Developer's Agreement, subjecting the Developer to the same suspension penalties as described in Subsection (c) above.

34. CERTIFICATE OF CONTINUED OCCUPANCY

Nothing contained in this Agreement shall authorize use or occupancy of any building that is the subject of this Agreement prior to the issuance of a Certificate of Occupancy for said building and prior to the installation of an approved sanitary sewer system and/or wastewater treatment system in accordance with all applicable laws, rules, regulations, codes and ordinances.

35. COUNTY AND STATE REQUIREMENTS

Developer represents that it has heretofore complied and that it will in the future comply with all, if any, requirements and/or regulations of the Hudson County Planning Board, the Hudson County Engineer, Hudson County Road Department and Hudson County Department of Public Works, Hudson County Soil Conservation District, New Jersey Department of Environmental Protection, New Jersey Department of Transportation, Hudson County Utilities Authority, Hudson County Sewerage Authority and any other Governmental Agency if same are mandated by law, and hereby further represents that before commencing work, it will secure all county, state and federal approvals required for such work.

36. DEFAULT/REMEDIES

(a) The following shall constitute an event of default:

1. Where the Developer files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent or suffers any type of receivership, insolvency, bankruptcy, or other similar proceeding to be filed against it or

2. Where the Developer ceases work on the items described in the Site Improvements Schedule and does not complete any of said items within the time specified therein.

(b) Upon a default by the Developer under the terms and/or conditions of this Agreement, the City shall provide the Developer with fourteen (14) days written notice of such default, within which period of time the Developer shall be required to comply with all the terms of this Agreement and appropriate ordinances and rules and regulations of the City and its agencies. Notwithstanding the foregoing sentence, if the default is of a nature that it cannot, with the exercise of reasonable diligence, be cured within the fourteen (14) day period, then the

fourteen (14) day period shall be extended to a reasonable period of time as agreed by the parties to enable the Developer to cure the default with the exercise of reasonable diligence. If at the expiration of the cure period, the Developer has failed to perform in accordance with this Agreement and in accordance with all applicable City ordinances and rules and regulations of the City and its agencies, the City, without further notice to the Developer, may exercise the remedies set forth in this Developer's Agreement.

(c) (i) The cash deposit and performance bond may be utilized by the City for the performance and completion of the improvements described in this Agreement upon default of the Developer, as well as for other costs as set forth in this Agreement. It is understood that the performance guarantee is given pursuant to N.J.S.A. 4D:55D-53, and the City shall be entitled to all of the rights and remedies provided thereby, together with all rights and remedies provided by law and/or equity. The Developer agrees that in the event the Developer defaults under the terms of this Agreement, that the Developer shall be responsible for, not only the costs of completing the improvements, but also all reasonable ancillary costs and reasonable counsel fees expended by the City to enforce the provisions of this Agreement. It is agreed that the cash deposit and/or performance bond may be utilized by the City for the performance and completion of the improvements required to be constructed by the Developer in accordance with this Agreement and other costs incurred by the City upon the default of the Developer. The performance bond shall contain a provision allowing the immediate utilization of the proceeds of the bond in the event of the Developer's default as aforesaid.

(c) (ii) The Developer agrees that any time the Developer shall fail to comply with any of the terms of this Agreement or any part of the specification as herein mentioned, the City Engineer, Construction Code Official or the Police Department, as to public safety matters,

may forthwith stop all further work on said improvement until the work has been corrected or otherwise made to comply with the terms of this Agreement and the said specifications.

(c)(iii) Notwithstanding anything to the contrary herein contained, in the event conditions detrimental to health, life, limb or property are created by the Developer, they shall be promptly corrected at the expense of the Developer. If any emergency shall arise, the City will immediately notify the Developer on the site or if the emergency permits, in the sole discretion of the City Engineer, by notice hand delivered or sent by Certified Mail, Return Receipt, to the address provided herein for notices. If no action is promptly taken by the Developer, the City is hereby empowered to take such corrective measures as in its sole discretion it may deem necessary and charge the same against the performance guarantees. If this cost shall exceed the performance guarantees, the Developer shall be liable to the City for such excess cost plus reasonable attorney's fees if suit shall be necessary to enforce collection.

37. <u>INSURANCE</u>

The Developer shall procure Insurance for public personal injury liability and property damage liability including contingent liability and contractual liability which might result from the performance of the work required under this Agreement and shall provide the City with a Certificate of Insurance designating the City as an additional insured under each said policy in which insurance coverage shall be in at least the following amounts:

One person in any one occurrence	$2,000,000.00
Two or more persons in any one occurrence	$5,000,000.00
Property damage in any one occurrence	$2,000,000.00
Aggregate property damage limit	$5,000,000.00

The Developer further covenants and agrees that it will provide automobile liability and property damage insurance coverage and provide the City with a Certificate of Insurance designating the City as an additional insured under said policy, which insurance coverage shall be in at least the following amounts:

Bodily injury, each person	$1,000,000.00
Bodily injury, each. occurrence	$3,000,000.00
Property damage	$1,000,000.00

The Developer further covenants and agrees that it provide workman's compensation coverages for employees and will require evidence of such coverages to be supplied by a subcontractor who may be employed to perform the work under this Agreement. In addition, the Developer covenants and agrees that it shall provide Explosion, Collapse and Underground (XCU) coverage and broad form Comprehensive General Liability (CGL) coverage with respect to rented equipment.

38. MAINTENANCE GUARANTEE

At the time of the completion of all improvements and the formal acceptance thereof by the City, the Developer shall be required to post a maintenance guarantee in the amount determined by the City Engineer in accordance with the appropriate ordinances of the City and statutes of the State of New Jersey. Said maintenance guarantee will cover all bonded improvements set forth in Exhibit "B" annexed hereto constructed by the Developer in connection with the Site Plan and will run for a period of two (2) years from the date of completion and official approval of the improvements.

39. AS-BUILT PLANS

The Developer shall furnish to the City and the Department of Public Works as-built plans showing alignment and elevations of, including, but not limited to, all utilities, street, roads, driveways and water and sewer improvements prior to the release of performance bonds. The as-built plans shall be in the form required by the City Engineer and Department of Public Works.

40. RESTORATION OF ROADWAY AND ADJACENT PROPERTIES

Developer must, prior to the issuance Certificate of Occupancy, restore any damages to areas of streets, roadways and properties adjacent to the subject site, all in accordance with the direction of the City Engineer and/or Construction Code Official.

41. COMPLIANCE WITH CONDITIONS AND RESOLUTIONS

(a) Unless otherwise specifically addressed, Developer shall comply with each of the conditions and matters set forth in the Resolution of the Board adopted December 20, 2005, granting Preliminary Site Plan Approval (attached hereto as Exhibit "A") and the Resolution adopted November 20, 2007 granting Amended Preliminary and Final Site Plan Approval (attached hereto as Exhibit "B").

(b) Unless otherwise addressed herein, the Applicant shall comply with the recommendations of the Board Planner, Elizabeth Vandor, as set forth in the report dated September 11, 2007.

(c) Developer shall further comply with each of the conditions and matters set forth in the City Engineer's report dated August 10, 2007.

42. COMPLIANCE WITH BOARD OF HEALTH REQUIREMENTS

The Developer shall comply with the lawful requirements of the City's Board of Health as to all matters within its jurisdiction.

43. DISPUTE RESOLUTION

The City and the Developer agree that in the event of any dispute between the City Engineer and the Developer as to the compliance with this Agreement, the Developer reserves the right to a hearing before the Governing Body. In the event that any dispute should arise regarding the payment of professional fees attributed to the site, same shall be resolved in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-53.2a and applicable City Ordinances inclusive of the right of the Developer to appeal to the County Construction Board of Appeals.

44. MUNICIPAL CONSENT FOR ASSIGNMENT OR SALE

No assignment thereof or sale of the Property' in whole or in part, shall operate to relieve the Developer from its obligations hereunder, without the express written consent of the Governing Body or the City. If the Developer seeks to assign or transfer property and the obligation of this Developer's Agreement: (i) the Developer shall advise the City in writing of such intention; (ii) the Developer shall provide the City sufficient proof in affidavit form from the Developer which shall affirmatively represent that the obligations and responsibilities set forth in the Developer's Agreement have not been violated by the Developer and shall further specifically represent that the Developer is aware of no uncured notices of violation from the City Engineer or any agency having jurisdiction over the Project; (iii) the obligations of the Developer's Agreement shall be specifically assumed in writing by the assignees or transferees of

the Developer to the City; and (iv) the City's consent to such assigns, transfers of sale shall not be unreasonably withheld or delayed.

45. CITY NOT RESPONSIBLE TO THIRD PARTIES

Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claims against the City or any of its agents or agencies with respect to any matter arising out of this Agreement including, but not limited to, the installation of any improvements, or for any damages arising therefrom.

46. SUBORDINATION

This Agreement and any liens or charges created hereunder against the Property or any portion thereof shall be subject and subordinate to any construction or permanent mortgage now or hereafter to be placed on the Property to the extent that such mortgage funds are used for the actual construction of site improvements on the Property, inclusive of the structures to be created, pursuant to the Site Plan.

47. BREACH OF AGREEMENT

In no case shall a Certificate of Occupancy be issued if a material breach or default in this Agreement has occurred and the same has not been cured. Without limitation upon any other remedy provided herein or by law, the Governing Body of the City may order that no, or in the event the same have been issued, no further building permits or Certificates of Occupancy shall be issued until any material breach or default in this Agreement has been cured.

48. NOTICE

Any notice, request, consent or other communication under this Agreement (a "Notice") shall be in writing and shall be given by personal delivery or by Federal Express or similar overnight national courier; or by telecopier with confirmation (followed by overnight

courier), addressed to the parties at the addresses hereinabove set forth. An additional copy of any notice intended for Developer shall be sent to:

James J. Burke, Esq.
James J. Burke & Associates
80 Adams Street
Hoboken, New Jersey 07030

and an additional copy of any notice intended for the City shall be sent to:

City Business Manager
94 Washington Street
Hoboken, New Jersey 07030

and an additional copy of any notice intended for the Zoning Board of Adjustment shall be sent to:

Dennis Galvin, Esq.
Galvin Law Firm
730 Brewers Bridge Road
Jackson, NJ 08527-2033

Notice shall be deemed to be delivered upon receipt. Either party may, upon ten (10) days' notice to the other, change the address to which notices to such party shall thereafter be given.

49. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Hudson County vicinage, and the parties agree to submit to the jurisdiction of said Court.

50. AGREEMENT PROVISIONS CONSTRUED AS CONDITIONS

Each of the provisions hereof shall have the same force and effect as if set forth at length as conditions of the grant of subdivision and/or site plan approval.

51. SUCCESSORS BOUND/RECORDING

(a) This Agreement shall be binding upon the successors and assigns of the parties hereto.

(b) This Agreement may be recorded in the Office of the Hudson County Clerk by the City at the sole cost and expense of the Developer. Upon completion of all improvements and the terms and conditions of this Agreement, the City will execute such document(s) as is reasonably required to discharge this Agreement, if same has been recorded.

52. AGREEMENT NOT CONSTRUED AS WAIVER

Nothing herein contained shall be construed as preventing the City from exercising in any court or elsewhere any right or duties which may have by state, ordinance or other law. Nothing herein contained shall be deemed a waiver by any part of any ordinance or state statute or other law, or be construed as an abridgement, pre-emption or waiver of the powers of any City Board, Agency or Public Body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the right of the Developer vis-à-vis any such public body.

53. MUNICIPAL OFFICIALS ETC. NOT LIABLE ON CONTRACT

The covenants, undertakings, agreements and other obligations mentioned in this Agreement shall not be construed as representations by the Mayor and Council, the Board or by any City officer, agent or employee to have or to assume any contractual or other liability to or with any persons, firms or corporations purchasing any land, buildings, or improvements from the Developer or otherwise using or having any interest in the same, nor shall this Agreement be construed to place any liability on the City or Board to these persons.

54. **MODIFICATIONS**

This Agreement may only be changed, modified or amended by a written instrument signed by all parties hereto. No amendment, extension, modification, or alteration in any of the terms and/or conditions or requirements by the City shall operate so as to relieve any surety from its obligations on any performance or maintenance guarantee.

55. **SEVERABILITY**

The provisions of this Agreement are severable; if any one provision be determined unenforceable, this shall have no effect on the balance of the provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their proper officers and their corporate seals to be affixed the date and year first written above.

WITNESS:

Lynne O Bonnelle

DEVELOPER:

PUMP HOUSE 128 LLC

By: _____

ATTEST:

_____

MAYOR AND COUNCIL OF THE
CITY OF HOBOKEN

By: _____
DAWN ZIMMER, Mayor

STATE OF NEW JERSEY)
Middlesex) ss.
COUNTY OF ~~HUDSON~~)

BE IT REMEMBERED, that on this 10th day of APRIL, 2014, before me, the subscriber, personally appeared Lawrence J. Witt, who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he was authorized to and did execute this instrument as Member of PUMP HOUSE 128, LLC the entity named in the within instrument.

JOANN LETTIERI
Commission # 2294910
Notary Public, State of New Jersey
My Commission Expires
December 13, 2017

STATE OF NEW JERSEY)
) ss.:
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the subscriber, personally appeared JAMES FARINA, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the Clerk of the City of Hoboken, a municipal corporation, the corporation named in the within instrument, that DAWN ZIMMER is the Mayor of said municipality, that the execution, as well as the making of this instrument, has been duly authorized by a proper Resolution of the Governing Body of the said municipality; that deponent well and truly knows the corporate seal of said municipality and the seal affixed to said instrument is such seal and was thereto affixed, and said instrument signed and delivered by said MAYOR ZIMMER as and for his voluntary act and deed and as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed his name thereto as witness.

_____
JAMES FARINA, CITY CLERK

Sworn to and subscribed
Before me this _____ day
of _____, 2014.

_____

772971_1

EXHIBIT A

RESOLUTION OF FINDINGS AND CONCLUSIONS OF THE ZONING BOARD OF ADJUSTMENT OF THE CITY OF HOBOKEN, COUNTY OF HUDSON AND STATE OF NEW JERSEY

WHEREAS, an application for Preliminary Site Plan Approval has been made to the Hoboken Zoning Board of Adjustment by Pump House 128 LLC, whose address is P.O. Box 702, Perth Amboy, New Jersey 08861 (the "Applicant"), in connection with proposed improvements upon the property commonly known as [redacted] more particularly described as Block 25, Lots 17 through 19 on the tax map of the City of Hoboken, County of Hudson, State of New Jersey (the "Property"); and

WHEREAS, the Property is situate in the R-3 Residential Zone District and is presently developed with an industrial building on Lots 17 and 18. The Applicant proposes to remove the existing structure and construct a new six-story residential building containing 18 dwelling units, 1,630 square feet of retail space and 16 parking spaces; and

WHEREAS, the Applicant initially proposed 20 dwelling units, but agreed during the course of the application to modify its plans, as set forth elsewhere in this Resolution, effectively reducing the number of dwelling units to 18 and increasing the area of the rear yard; and

WHEREAS, the Applicant has also applied to this Board for variance relief pursuant to 40:55D-70(c)(2) and 70 (d) from the restrictions of the following sections of the Subdivision of Land and Zoning Ordinance of the City of Hoboken:

1. Section 196-16E(4)(a), where the maximum permitted lot coverage is 60 percent and the Applicant proposes 100 percent at the ground floor and 85.5 percent at the upper floors;

2. Section 196-16E(7)(a), where the minimum required front yard is 5 feet and the Applicant proposes 0 feet;

3. Section 196-16E(7)(c), where the minimum required rear yard is 30 feet and the Applicant proposes 0 feet at the ground floor and 55 feet and 46 feet at the upper floors;

4. Section 196-16E(5), where the maximum permitted number of building stories is 4 (3 residential stories above 1 story of parking) and the Applicant proposes 6 building stories (5 residential stories above 1 story of parking);

5. Section 196-16E(5), where the maximum permitted building height is 40 feet and the Applicant proposes 60 feet;

6. Section 196-16E(6), where the maximum permitted density is 12 dwelling units and the Applicant proposes 18 dwelling units and 1,630 square feet of retail area;

7. Section 196-44, where the minimum required number of off-street parking spaces is 17 and the Applicant proposes 16 spaces; and

8. Section 196-33A, where the block frontage on which the proposed retail activity wishes to be situated is required to contain at least two (2) other retail businesses and the Applicant proposes a retail space on a block frontage containing no other retail businesses; and

WHEREAS, the application was duly considered by the Board of Adjustment at public hearings on September 20, 2005 and October 18, 2005; and

WHEREAS, at said public hearing, the Board of Adjustment had an opportunity to hear sworn testimony of the Applicant's witnesses and received the following documents in evidence:

A-1 Photographs of existing structure and surrounding buildings
A-2 Architectural Diagrams
A-3 Rendering of street façade
A-4 Rendering
A-5 Second and Third Floor Plans
A-6 Report of Edward Kolling
Photographs of the site and surrounding area taken October 18, 2005; and

WHEREAS, the Applicant gave proper notice in accordance with law; and

WHEREAS, the public had an opportunity to be heard on the application at said hearings; and

WHEREAS, the Board of Adjustment heard the testimony of Russell Bodnar, the Applicant's Architect; Edward Kolling, the Applicant's Professional Planner; and Vincent Wilt, a

representative of the Applicant, all of whom testified in support of the application; and

WHEREAS, at the hearing held on October 18, 2005, the Board of Adjustment approved the application, subject to certain conditions; and

WHEREAS, the Board now wishes to set forth its findings, conclusions and conditions with respect to the application;

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment that the following facts are hereby made and determined:

1. The proceedings in this matter were stenographically transcribed and voice recorded. The facts in this Resolution are not intended to be all-inclusive but merely a summary and highlight of the complete record made before the Board.

2. The Applicant is the developer of the premises commonly known as 128-132 Harrison Street, Hoboken, New Jersey, and more particularly described as Block 25, Lots 17 through 19 on the Tax Map of the City of Hoboken. Said premises are located within the R-3 Residential Zone District pursuant to the Zoning Ordinance of the City of Hoboken.

3. The Property is comprised of 7,500 square feet in the aggregate, located at the southwest corner of Harrison Street and Second Street. The Property is presently developed with an industrial building on Lots 17 and 18.

4. The Applicant proposes to remove the existing structure and construct a new six-story residential building containing 18 dwelling units on the second through sixth floors, 1,630 square feet of ground floor retail space and 16 ground floor parking spaces. An elevator and two stairwells are intended to provide access to all of the upper floors. Vehicular access to the ground floor parking area is provided from Second Street.

5. The retail space is proposed to be located on the Harrison Street side of the building and is intended to have a separate entrance from the outside. The retail space is intended to have less than 1,000 square feet of customer service area in accordance with City regulations.

6. The Applicant, Pump House 128 LLC, is a limited liability company whose address is P.O. Box 702, Perth Amboy, New Jersey 08861.

7. The subject application is more particularly described on the following submissions of the Applicant:

(a) Application for Preliminary Site Plan Approval and Variances received April 20, 2005.

(b) Site Plan prepared by Russell Bodnar, Architect dated February 6, 2005, last revised October 2, 2005 and consisting of seven (7) sheets.

(c) Impact Report prepared by Russell Bodnar, Architect dated June 2, 2005.

(d) Survey of the Property prepared by Caulfield Associates dated August 2, 2004.

(e) Planning Report prepared by Edward Kolling, P.P., A.I.C.P. dated April 8, 2004.

8. During the course of the application and in response to the recommendations of the Board, the Applicant agreed to modify the site plan as follows:

(a) A 5 foot section of the rear of the building has been removed and the rear courtyard above the ground floor parking area has in turn been increased by 5 feet;

(b) The total number of dwelling units has been reduced from 20 to 18 through the conversion of the second and third floor units and the fifth and sixth floor units into duplex units and the conversion of the fourth floor unit into a one-bedroom simplex unit. As a result of the reconfiguration, a total of 1 one-bedroom unit, 5 two-bedroom units and 12 three-bedroom units are to be provided.

The modifications reduce the extent of several of the nonconformities and the variances granted by the Board address the site plan as revised. The modifications increase the light and air accessible to the interior units. The units are large

and provide adequate living space for families, which is a goal of the City Master Plan.

9. At the hearings held on September 20, 2005 and October 18, 2005, the Applicant, through counsel, Robert Matule, Esq., presented testimony by its professionals and its representative as to the proposed use of the Property.

10. At the hearings held on September 20, 2005 and October 18, 2005, Russell Bodnar, the Applicant's Architect, was sworn in and accepted by the Board as an expert. Mr. Bodnar described the project and testified that the Applicant proposes to provide larger, family-style residential units. He further testified that parking spaces are available for rent or purchase in an adjacent parking garage.

11. Edward Kolling, the Applicant's Planner, was sworn in and accepted by the Board as an expert. Mr. Kolling tendered a report dated April 8, 2004 which he testified should have been dated April 8, 2005/ Mr. Kolling testified that the Property's proximity to the light rail station makes it suitable for a higher density and that the proposed change of use from industrial to residential is consistent with the City's Zone Plan and Master Plan. He further testified that the project would have no adverse impact on the surrounding area, and that the benefits would outweigh any possible detriment, as the proposed residential building accords with the character of the

neighborhood. The Property is surrounded by a parking deck in excess of 60 feet high, adjacent to a 162 foot high residential building. Moreover, the proposed construction will remove an eyesore from the area and promote the development of a site which has been made undesirable as a result of the electrical substation across the street.

12. Vincent Wilt, a representative of the Applicant, was sworn in and testified that the dwelling units are proposed to be rentals. He stated that commercial activity would be viable at the Property and would provide a friendlier environment for commuters coming off of the light rail in the evening.

13. The Board Planner, Elizabeth Vandor, was sworn in and testified that the traditional "hole in donut" concept for rear yards is inapplicable in this case because the Property is walled in by the neighboring garage, which is built to the Property line. Accordingly, it would be impossible for the Applicant to provide contiguous green space to the rear.

14. The public was invited to speak all questions and comments offered by members of the public were answered to the satisfaction of the Board.

15. The Board of Adjustment has the power, pursuant to 40:55D-70(d), to grant a variance to allow departure from regulations to permit (1) a use of principal structure in a district restricted against such use or principal structure; (2)

an expansion of a non-conforming use; (3) a deviation from a specification or standard pertaining solely to a conditional use; (4) an increase in floor area ratio; (5) an increase in permitted density; or (6) a height of a principal structure which exceeds by 10 feet or 10 percent the maximum height permitted in the district for a principal structure.

16. A variance pursuant to 40:55D-70(d) may be granted only upon a showing that such variance or other relief can be granted "without substantial detriment to the public good and will not substantially impair the intent and purpose of the zoning plan and zoning ordinance." 40:55D-70(d).

17. "If the use for which a variance is sought is not one that inherently serves the public good, the applicant must prove and the board must specifically find that the use promotes the general welfare because the proposed site is particularly suitable for the proposed use." *Medici v. BPR Co.*, 107 N.J. 1,3 (1987).

18. The statute thus requires an applicant to prove both positive and negative criteria to obtain a use variance. In general, the positive criteria require that an applicant establish "special reasons" for granting the variance. *Sica v. Board of Adjustment*, 127 N.J. 152, 156, 603 A.2d 30 (1992).

19. "The negative criteria require proof that the variance can be granted without substantial detriment to the public

good' and that it 'will not substantially impair the intent and purpose of the zone plan and zoning ordinance.'" *Ibid.*

20. The Applicant has demonstrated, and the Zoning Board of Adjustment finds that the granting of the variances for maximum building height and maximum density will not cause substantial detriment to the public good and will not substantially impair the intent and purpose of the zoning plan and zoning ordinance. The Board further finds that special reasons do exist for the relief requested by the Applicant; specifically that the proposed development will eliminate a non-conforming use in the R-3 Zone and provide a desirable housing alternative in an appropriate location, in accordance with the City Master Plan, thus serving the public good.

21. As such, the benefits of the project substantially outweigh any possible detriment which might result from the deviations, and the granting of the variances for maximum building height and maximum density pursuant to N.J.S.A. 40-55D-70(d) is appropriate.

22. Pursuant to N.J.S.A. 40:55D-70(c)(2), where in an application or appeal relating to a specific piece of property a deviation from the zoning ordinance would advance the purposes of the zoning ordinances of the City of Hoboken, and the benefits of the deviation would substantially outweigh the detriment, the Board of Adjustment may grant a variance.

23. Such "C" variance may be granted only upon a showing that the foregoing tests have been met.

24. The Applicant has demonstrated, and the Board finds that the granting of the variance relief with respect to maximum lot coverage, minimum front yard, minimum rear yard, maximum number of building stories, minimum number of parking spaces and retail on a block containing no other retail businesses will have no negative impact on the property or the surrounding neighborhood. The proposed building will be a positive enhancement to the area, and the Board of Adjustment, in accordance with N.J.S.A. 40:55D-70C(2), finds that the benefits of the proposed improvements substantially outweigh any detriment.

25. As such, the Board of Adjustment finds that the within application meets the statutory requirements for variance approval, and that the granting of said variances is appropriate as the purposes of the Municipal Land Use Law ("MLUL") are advanced and by so doing, the benefits substantially outweigh any detriment from the deviations.

26. With respect to the request for Preliminary Site Plan Approval, the Board finds that provided the conditions set forth in the Resolution are complied with, the proposed use will have no substantial adverse impact on parking, traffic, drainage, fencing, exterior lighting and paving, and there will be no

substantial adverse impact on surrounding properties. Rather, the proposal, when implemented, in accordance with terms and conditions of this Resolution, will promote the purposes of the MLUL and will not be adverse to sound planning.

27. Granting the Preliminary Site Plan Approval with the conditions set forth in this Resolution is consistent with sound planning. The Applicant seeks to promote and enhance the use of the Property in a productive manner.

28. The Board concludes that the Application can be granted without substantial detriment to the public good and will not substantially impair the intended purposes of the zone plan and the zoning ordinance.

29. The granting of Site Plan Approval is within the Zoning Board of Adjustment's jurisdiction pursuant to N.J.S.A. 40:55D-76b.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the City of Hoboken that the within application for Preliminary Site Plan Approval and variances shall be granted subject to the following conditions:

1. The Applicant shall comply with all of the stipulations made during the hearing on this application.

2. Construction drawings shall be submitted to and are subject to the final approval of the Board's Engineer.

3. The application must comply with the necessary requirements of the zoning ordinances of the City of Hoboken and the Municipal Land Use Act of the State of New Jersey N.J.S.A. 40:55D-2 et seq.

4. The Applicant shall develop, prepare and improve the subject premises so as to conform with all of the details shown on the aforementioned plans and submissions, as presented to the Board and in accordance with the zoning ordinances, building codes and all other standards and ordinances unless expressly stated to the contrary within the approvals granted.

5. The Applicant shall present the final plan and submission to the Board for Final Site Plan Approval and, following that approval, to the Zoning Officer of the City of Hoboken for a Certificate of Zoning Compliance prior to the issuance of the building permit, zoning certificate or certificate of occupancy.

6. No building structure or land shall be occupied until such time as the Zoning Officer of the City of Hoboken shall issue a final Certificate of Zoning Compliance to insure compliance with the Board's decision.

7. In connection with its application for Final Site Plan Approval, the Applicant shall submit to the Board a Stormwater Management Plan and specifications for a stormwater detention basin.

8. Unless otherwise addressed herein or at the hearings held on September 20, 2005 and October 18, 2005, the Applicant shall comply with the recommendations of the Board Engineer, Schoor DePalma Engineers and Consultants, as set forth in the reports dated May 17, 2005 and September 9, 2005 and any post-approval reports, as well as the recommendations of the Board Planner, Elizabeth Vandor, as set forth in the reports dated August 8, 2005 and August 29, 2005 and any post-approval reports. The Applicant's professionals shall amend the architectural plans and engineering plans to reflect these recommendations in the form of drawing detail and/or written construction note detail format as necessary. In addition, the Applicant's professionals shall amend any engineering reports, engineering calculations and/or planning reports that were presented as a part of the testimony before the Board as necessary and/or required by the Board Engineer and Board Planner. Regardless of whether the approval was for Minor, Preliminary or Final Site Plan Approval, all such amendments shall be submitted to the Board Engineer and Board Planner for review within thirty (30) days of the adoption of this Resolution. Failure to provide same within this time period may result in this Resolution being declared null and void.

9. The Applicant shall enter into a Developer's Agreement with the City of Hoboken and the Zoning Board of Adjustment to

provide for the appropriate performance and maintenance guarantees and compliance with the conditions set forth herein, which Agreement shall be prepared by the Zoning Board of Adjustment Attorney.

10. Within thirty (30) days of the approval of this resolution by the Board, the Applicant shall, if necessary, post any additional escrow funding that may be required to reimburse the City's professionals for the review of this Application. Failure to provide such escrow fees may result in this Resolution being declared null and void.

11. The completed revised plans and submissions must be approved and signed by the Board Chairman, Board Secretary, Board Engineer and Board Planner prior to submission to the Zoning Officer of the City of Hoboken for a Certificate of Zoning Compliance and prior to the issuance of any building permits.

12. As per Section 196-63B of the City of Hoboken Zoning Ordinance and Section 40:55D-53 of the Municipal Land Use Law, prior to the issuance of any construction permits, the final signed plans must be submitted to the City Engineer for a determination of the inspection escrow requirements and performance guarantee requirements that accompany such application and the herein Resolution. Failure to provide such

documentation may result in this Resolution being declared null and void.

This Application was approved by the Zoning Board of Adjustment at its regular meeting on October 18, 2005 upon motion of Mr. Lisa and seconded by Mr. Ponjoan and upon the roll call as follows:

Yes: 6

No: 1

Absent: 2

Abstain: 0

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Applicant, City Clerk, Construction Code Official and Zoning Officer of the City of Hoboken.

This resolution was adopted on the 20th day of December 2005 upon the motion of Dominick Lisa and seconded by Jose Ponjoan by a vote of 5 yeas and 1 nays.

Joseph Crimmins, Chairman

I do certify that this is a true and correct copy of the resolution as adopted by the Zoning Board of Adjustment of the City of Hoboken, County of Hudson and State of New Jersey in the within Application.

Cathy D. Palma

Cathy DePalma, Secretary

EXHIBIT B

CITY OF HOBOKEN
COUNTY OF HUDSON
ZONING BOARD OF ADJUSTMENT

RESOLUTION GRANTING AMENDED
AND FINAL SITE PLAN APPROVAL WITH RESPECT TO
THE PROPERTY KNOWN AS 128-132 HARRISON STREET
BLOCK 25, LOTS 17-19, CITY OF HOBOKEN,
COUNTY OF HUDSON, STATE OF NEW JERSEY.

WHEREAS, an application for Final Site Plan Approval has been made to the Hoboken Zoning Board of Adjustment by Pump House 128 LLC, whose address is P.O. Box 702, Perth Amboy, New Jersey 08861 (the "Applicant"), in connection with proposed improvements upon the property commonly known as 128-132 Harrison Street, more particularly described as Block 25, Lots 17 through 19 on the tax map of the City of Hoboken, County of Hudson, State of New Jersey (the "Property"); and

WHEREAS, the Property is situate in the R-3 Residential Zone District and is presently developed with an industrial building on Lots 17 and 18, and the Applicant proposes to remove the existing structure and construct a new six-story residential building containing 18 dwelling units, 1,630 square feet of retail space and 16 parking spaces; and

WHEREAS, on October 18, 2005, the Hoboken Zoning Board of Adjustment granted Applicant Preliminary Site Plan Approval with variances in order to construct a six (6) story, eighteen (18) unit residential building with 1,630 square feet of retail space

and sixteen (16) parking spaces, which was memorialized in a Resolution dated December 20, 2005;

WHEREAS, pursuant to the Preliminary Site Plan Approval, the Applicant received variance relief in connection with (i) maximum lot coverage, (ii) maximum front yard, (iii) maximum rear yard, (iv) maximum number of stories, (v) maximum permitted building height, (vi) maximum permitted density, (vii) maximum number of parking spaces, and (viii) variance in connection with block frontage on which the proposed retail block is required to contain at least two (2) other retail businesses; and

WHEREAS, the Applicant now proposed the following *de minimis* changes: (i) reconfiguration of interior stairs, and (ii) a change from double-hung windows to French doors in several apartments, and the proposed changes would not result in any additional balconies; and

WHEREAS, prior to the hearing, the Applicant dropped its request to reconfigure the triangular-shape balcony to a rectangular shape and to add two (2) additional balconies; and

WHEREAS, the application was duly considered by the Board of Adjustment at a public hearing on September 18, 2007; and

WHEREAS, at said public hearing, the Board of Adjustment had an opportunity to hear sworn testimony of the Applicant's Architect; and

WHEREAS, the Applicant gave proper notice in accordance with law; and

WHEREAS, the Board of Adjustment heard the testimony of Russell Bodnar, the Applicant's Architect, who testified in support of the application; and

WHEREAS, at the hearing held on September 18, 2007, the Board of Adjustment approved the application, subject to certain conditions; and

WHEREAS, the Board now wishes to set forth its findings, conclusions and conditions with respect to the application;

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment that the following facts are hereby made and determined:

1. The proceedings in this matter were stenographically transcribed and voice recorded. The facts in this Resolution are not intended to be all-inclusive but merely a summary and highlight of the complete record made before the Board.

2. The Applicant is the developer of the premises commonly known as 128-132 Harrison Street, Hoboken, New Jersey, and more particularly described as Block 25, Lots 17 through 19 on the Tax Map of the City of Hoboken. Said premises are located within the R-3 Residential Zone District pursuant to the Zoning Ordinance of the City of Hoboken.

3. The Property is comprised of 7,500 square feet in the aggregate, located at the southwest corner of Harrison Street

and Second Street. The Property is presently developed with an industrial building on Lots 17 and 18.

4. Pursuant to its Preliminary Approval, the Applicant proposes to remove the existing structure and construct a new six-story residential building containing 18 dwelling units on the second through sixth floors, 1,630 square feet of ground floor retail space and 16 ground floor parking spaces. An elevator and two stairwells are intended to provide access to all of the upper floors. Vehicular access to the ground floor parking area is provided from Second Street.

5. The retail space is proposed to be located on the Harrison Street side of the building and is intended to have a separate entrance from the outside. The retail space is intended to have less than 1,000 square feet of customer service area in accordance with City regulations.

6. The Applicant, Pump House 128 LLC, is a limited liability company whose address is P.O. Box 702, Perth Amboy, New Jersey 08861.

7. The subject application is more particularly described on the following submissions of the Applicant:

(a) Application for Amended Preliminary and Final Site Plan Approval and Variances received June 11, 2007, and revised August 7, 2007.

(b) Site Plan and Architectural Drawings prepared by Russell Bodnar, Architect dated February 6, 2005, revised May 20, 2007, and July 30, 2007.

(c) Impact Report prepared by Russell Bodnar, Architect dated June 2, 2005, revised July 30, 2007.

(d) Survey of the Property prepared by Area Surveying & Engineering dated January 16, 2006.

8. At the hearing held on September 18, 2007, Russell Bodnar, the Applicant's Architect, was sworn in and accepted by the Board as an expert. Mr. Bodnar described the *de minimis* changes. He testified as to the changes in some windows to the French doors, and the reconfiguration of interior stairs. Mr. Bodnar stated that the Applicant was withdrawing its previous request to change the configuration of balconies from a triangular to a rectangular shape and to add two (2) balconies to the rear facing the interior courtyard. He further stated that no new variance was being requested.

9. With respect to the request for Amended Preliminary and Final Site Plan Approval, the Board finds that provided the conditions set forth in the Resolution are complied with, the proposed use will have no substantial adverse impact on parking, traffic, drainage, fencing, exterior lighting and paving, and there will be no substantial adverse impact on surrounding properties. Rather, the proposal, when implemented, in

accordance with terms and conditions of this Resolution, will promote the purposes of the MLUL and will not be adverse to sound planning.

10. Granting the Amended Preliminary and Final Site Plan Approval with the conditions set forth in this Resolution is consistent with sound planning. The Applicant seeks to promote and enhance the use of the Property in a productive manner.

11. The Board concludes that the Application can be granted without substantial detriment to the public good and will not substantially impair the intended purposes of the zone plan and the zoning ordinance.

12. The granting of Amended Preliminary and Final Site Plan Approval is within the Zoning Board of Adjustment's jurisdiction pursuant to N.J.S.A. 40:55D-76b.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the City of Hoboken that the within application for Amended Preliminary Site Plan and Final Site Plan Approval shall be granted subject to the following conditions:

1. The Applicant shall comply with all of the stipulations made during the hearing on this application.

2. Unless otherwise addressed herein or at the hearing held on September 18, 2007, the Applicant shall comply with the recommendations of: (i) the Board Planner, Elizabeth Vandor, as set forth in the report dated September 25, 2007, and any post-

approval reports; and (ii) any reports of the Board Engineer, Schoor DePalma Engineers & Consultants. The Applicant's professionals shall amend the architectural plans and engineering plans to reflect these recommendations in the form of drawing detail and/or written construction note detail format as necessary. In addition, the Applicant's professionals shall amend any engineering reports, engineering calculations and/or planning reports that were presented as a part of the testimony before the Board as necessary and/or required by the Board Engineer and Board Planner. All such amendments shall be submitted to the Board Engineer and Board Planner for review within thirty (30) days of the adoption of this Resolution. Failure to provide same within this time period will result in signed drawings not being released and may result in this Resolution being declared null and void.

3. The Applicant shall satisfy any outstanding issues in the Board's Certificate of Incompleteness before signed drawings are released.

4. Within thirty (30) days of the approval of this resolution by the Board, the Applicant shall, if necessary, post any additional escrow funding that may be required to reimburse the City's professionals for the review of this Application. Failure to provide such escrow fees may result in this Resolution being declared null and void.

5. The completed final site plans must be approved and signed by the Board Chairman, Board Secretary, Board Engineer and Board Planner prior to submission to the Zoning Officer of the City of Hoboken for a Certificate of Zoning Compliance and prior to the issuance of any building permits.

6. Subsequent to receiving final site plan approval, the Applicant shall develop, prepare and improve the subject premises so as to conform with all of the details shown on the aforementioned plans and submissions, as presented to the Board and in accordance with the zoning ordinances, building codes and all other standards and ordinances unless expressly stated to the contrary within the approvals granted.

7. As per Section 196-63B of the City of Hoboken Zoning Ordinance and Section 40:55D-53 of the Municipal Land Use Law, prior to the issuance of any construction permits, the signed plans representing final site plan approval must be submitted to the City Engineer for a determination of the inspection escrow requirements and performance guarantee requirements that accompany such application and the herein Resolution. Failure to provide such documentation may result in this Resolution being declared null and void.

8. The application must comply with the necessary requirements of the zoning ordinances of the City of Hoboken and

the Municipal Land Use Act of the State of New Jersey N.J.S.A. 40:55D-2 et seq..

9. No building structure or land shall be occupied until such time as the Zoning Officer of the City of Hoboken shall issue a final Certificate of Zoning Compliance to insure compliance with the Board's decision.

10. The Applicant shall enter into a Developer's Agreement with the City of Hoboken and the Zoning Board of Adjustment to provide for the appropriate performance and maintenance guarantees and compliance with the conditions set forth herein, which agreement shall be prepared by the Zoning Board Attorney.

11. The Applicant shall post all fees and deposits as required by applicable ordinances of the City of Hoboken which shall include payment to the City's professionals for the review of the within Application and the inspection of work to be performed incidental thereto.

12. The Applicant shall certify that all taxes and assessments have been paid up to the present time.

This Application was approved by the Zoning Board of Adjustment at its regular meeting on September 18, 2007 upon motion of Mr. Fusco and seconded by Mr. Johnson and upon the roll call as follows:

Yes: 6

No: 1

Absent: -

Abstain: 2

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Applicant, City Clerk, Construction Code Official and Zoning Officer of the City of Hoboken.

This resolution was adopted on the 20th day of November, 2007 upon the motion of Murray Fusco and seconded by Randall Underwood by a vote of 5 yeas and nays.

DOMINIC LISA, Chairman

I do certify that this is a true and correct copy of the resolution as adopted by the Zoning Board of Adjustment of the City of Hoboken, County of Hudson and State of New Jersey in the within Application.

Cathy DePalma, Secretary

K:\Heather Goldstein\Hoboken\Resolutions\128-132 Harrison Street, Amended and Final Site Plan.doc

EXHIBIT C

Engineering Cost Opinion
Performance Bond Estimate

Property Address
128-132 Harrison Street, Hoboken, NJ

H2M Project No.
HOBZ 1406

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Clearing and Grading	1	LS	$ 10,000.00	$ 10,000.00
2	Roadway Excavation	150	CY	$ 43.50	$ 6,525.00
3	Dense Graded Aggregate Sub Base, 6" Thick	375	SY	$ 7.00	$ 2,625.00
4	Hot Mix Asphalt Base Course Mix I-2, 6" Thick	135	Ton	$ 90.00	$ 12,150.00
5	Hot Mix Asphalt Survace Course Mix I-5, 2" Thick	45	UN	$ 100.00	$ 4,500.00
6	9"x18" Concrete Vertical Curb	225	LF	$ 35.00	$ 7,875.00
7	Concrete Sidewalk, 4" Thick	280	SY	$ 70.00	$ 19,600.00
8	Concrete Driveway Apron, 6" Thick, Reinforced	25	SY	$ 80.00	$ 2,000.00
9	Detectable Warning Surface	48	SF	$ 42.25	$ 2,028.00
10	Concrete Curb Bumper	16	UN	$ 250.00	$ 4,000.00
11	6" Combined Sanitary/Storm	50	LF	$ 55.00	$ 2,750.00
12	6" PVC Storm	100	LF	$ 55.00	$ 5,500.00
13	Catch Basin	3	UN	$ 3,000.00	$ 9,000.00
14	Back Flow Preventor	1	UN	$ 1,500.00	$ 1,500.00
15	Detention Tank	1	UN	$ 10,000.00	$ 10,000.00
16	Excavation	150	CY	$ 43.50	$ 6,525.00
17	Clean Stone	50	CY	$ 75.00	$ 3,750.00
18	Clean Compacted Fill	25	CY	$ 75.00	$ 1,875.00
19	Zelkova Serrata "Village Green Zelkova 3" Cal. B&B	5	UN	$ 1,000.00	$ 5,000.00
20	Azalea 30"-36"	9	UN	$ 225.00	$ 2,025.00
21	Juniper Wilton "Spreading Juniper" 18"-24"	18	UN	$ 75.00	$ 1,350.00
22	Ilex Crenata "Holly" 30"-36"	14	UN	$ 150.00	$ 2,100.00
23	Planting Beds (4)	1	LS	$ 3,500.00	$ 3,500.00
24	Traffic Control Markings	1	LS	$ 2,500.00	$ 2,500.00
25	Site Lighting/Electrical	1	LS	$ 20,000.00	$ 20,000.00
26	Soil Erosion and Sediment Control	1	LS	$ 5,000.00	$ 5,000.00
27	Utility Tie-Ins	1	LS	$ 5,000.00	$ 5,000.00

Subtotal:	$ 158,678.00
Performance Guarantee at 120% Subtotal:	**$ 190,413.60**
Engineering Escrow greater of 5% or $500:	$ 9,520.68

James Giurintano, P.E.
NJ Professional Engineer Lic no 43104

Sponsored by: 3

Seconded by:

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 0 9 2014

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND 98 ADAMS STREET LLC, AS THE OWNER OF BLOCK 18 LOT 25 (a/k/a 98 Adams Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

CITY CLERK

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 City of Hoboken desires to grant to 98 Adams Street LLC, owner of Block 18 Lot 25, more commonly known as 98 Adams Street, Hoboken, such a license, by and through its authorized agent, Giovanni Maramonte.

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 98 Adams Street LLC, owner of Block 18 Lot 25, more commonly known as 98 Adams Street, shall be subject and limited to the details and specifications included in the attached Application and Exhibits including James S. McNeight architectural drawings dated 05/28/2014, Easement Survey dated 06/02/2014, 7 pages of metes and bounds details, and Zoning Board of Adjustment Resolution;
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: July 9, 2014

Approved:

Quentin Wiest, Business Administrator

Approved as to Form:

Melissa Longo, Esq., Corporation Counsel

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

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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 **98 ADAMS STREET LLC**, owner of 98 Adams Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSEE"**), whose authorized agent shall be Giovanni Maramonte.

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 Adams Street and 1st Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing window bays, a front stoop, and planting beds with fence enclosure along the right of way in front of the building fronting onto Adams Street and the side of the building fronting onto 1st Street; and

WHEREAS, the area of encroachment will be comparable to other such encroachments along Adams Street and 1st Street, 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 18 Lot 25, to construct window bays, a front stoop, and planting beds with fence enclosure 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: 98 ADAMS STREET LLC, owner in fee of Block 18 Lot 25, more commonly known as 98 Adams Street, Hoboken, NJ.

Signed: _____

Printed: _____,

Authorized Agent of 98 Adams Street LLC,

as owner of, 98 Adams 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

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Date Received:

Work Site Address: 98 Adams St.

Block: 18

Lot(s): 25

Applicant: 98 Adams St. LLC

Address: 614 2nd St. #3 Hoboken NJ 07030

Phone: 908 380 7131

e-mail: gmaramonte@libertyrealestate.com

Owner (if other than Applicant):

Address:

Phone:

e-mail:

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet. (SEE ATTACHED PLAN)

(4) BAYS SHALL PROJECT 2'-6" INTO R.O.W.

(1) FRONT STOOP SHALL PROJECT 6'-9" INTO R.O.W.

(2) FENCE ENCLOSED PLANTING BEDS SHALL PROJECT 4'-6" INTO ADAMS ST & 3'-0" INTO 1ST ST.

What is the reason(s) for the proposed alteration?

NEWLY CONSTRUCTED BLDG. THAT HAS 1ST FLR. @ 13'-0" ABOVE SEA LEVEL.

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

CITY OF HOBOKEN ZBA
COUNTY OF HUDSON PLANNING BOARD

Documents provided with application; check all that apply:

- [x] Survey
- [x] Architectural drawings
- [x] Metes and bounds detail for the area of encroachment
- [ ] Prior approvals
- [ ] Other:

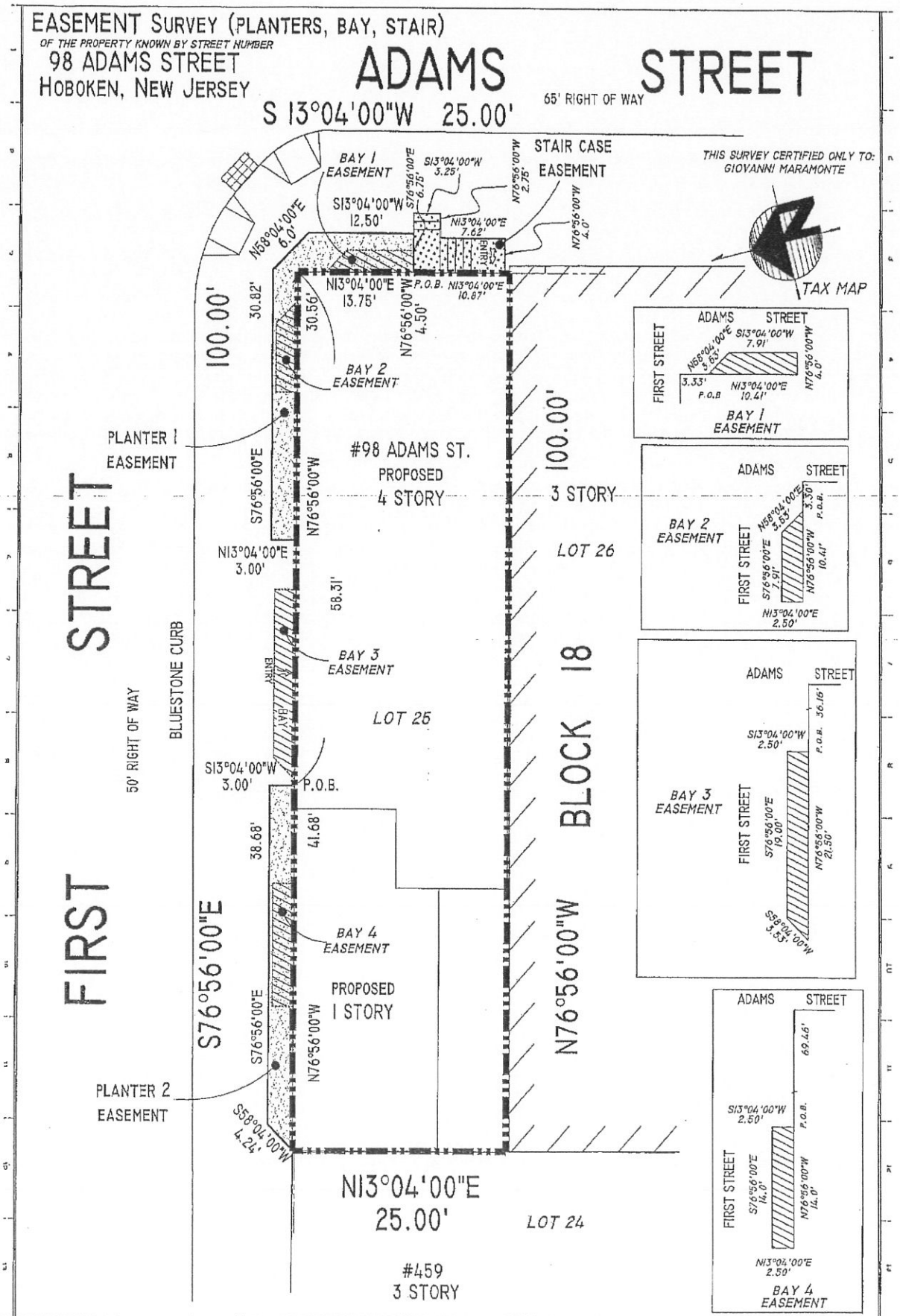
Applicant's signature

03 JUN 14
Date

JAMES MCNEIGHT
ARCHITECT

EASEMENT SURVEY (PLANTERS, BAY, STAIR)

OF THE PROPERTY KNOWN BY STREET NUMBER
98 ADAMS STREET
HOBOKEN, NEW JERSEY



AreaSurveying LLC
71 Western Avenue Jersey City, New Jersey 07307
TEL: 201.628.1958 FAX: 201-217-7980

KARL E. SCHOELCH L.S. P.P. DATE: 6-2-14
NEW JERSEY LIC. NO. 20587

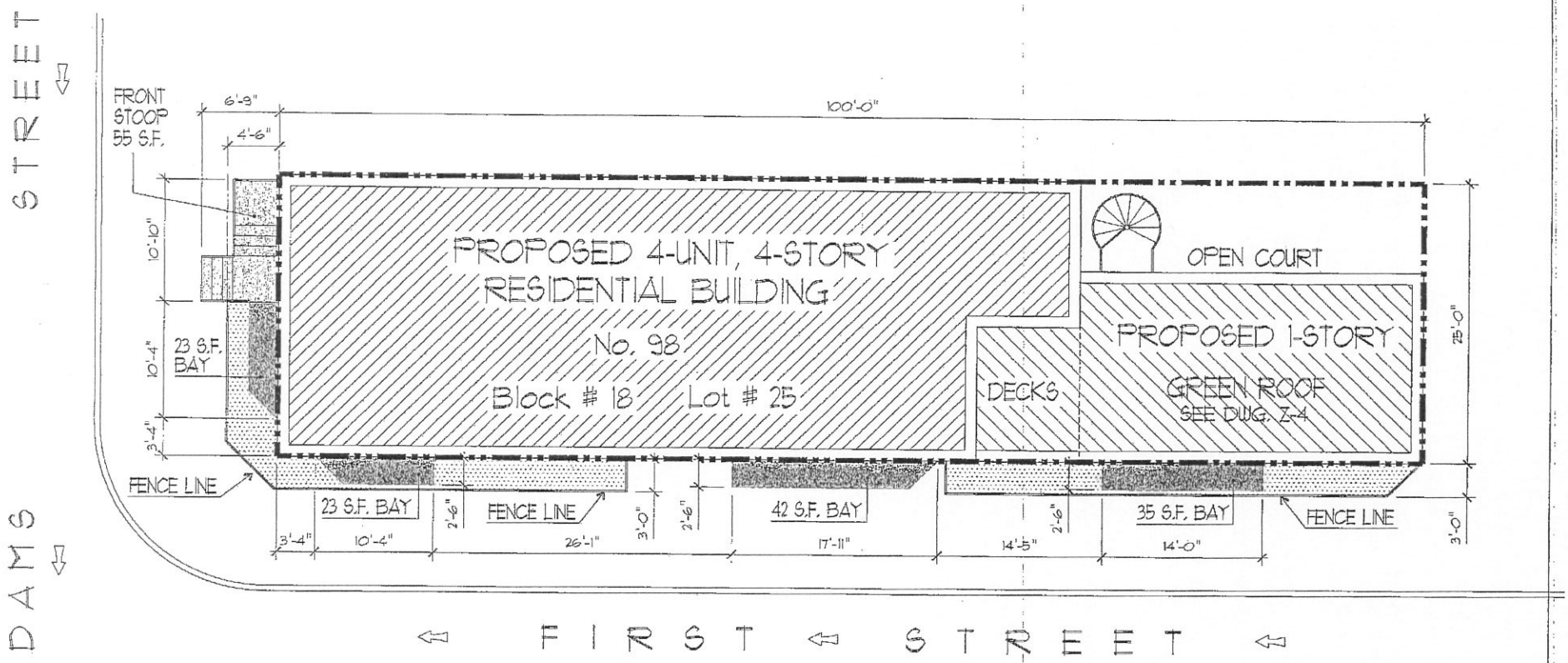
CERTIFICATE OF AUTHORIZATION NO. 24GA28061800

REVISIONS

LOT: 25
BLOCK: 18
DWG. NO.: 1 OF 1
DESIGNER: PB
SCALE: 1"=20'
DATE: 6-2-2014
SURVEYED BY: PB
DRAWN BY: ALY
CHECKED BY: KEJ

EASEMENT SURVEY
PLANTERS, BAY, AND STAIR

98 ADAMS STREET
CITY OF HOBOKEN
COUNTY OF HUDSON
STATE OF NEW JERSEY



SITE PLAN

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

ENCROACHMENT PLAN

EN-1

98 Adams Street

HOBOKEN, N.J.

sheet 1 of 1

REVISION

JAMES S. McNEIGHT
ARCHITECT PLANNER PC
168 SCHUYLER AVENUE
KEARNY, NEW JERSEY 07032
(201) 246-7515 (FAX) 246-7513
N.J. LICENSE NO. 06026

PROJECT:
PROPOSED 4 UNIT, 4 STORY RESIDENTIAL APARTMENT BLDG.

JOB NO. | DATE: 5-05-14 | DRWN. BY: S.J.P.

STAIR CASE EASEMENT
METES AND BOUND
BLOCK 18, LOT 25

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows;

BEGINNING at a point in the intersection formed by the westerly side line of Adams Street a distant of 13.75 feet from the southerly side line of First Street and from said point running; thence

(1) South 76 degrees 56 minutes 00 seconds East, a distant of 6.75 feet to a point running; thence

(2) South 13 degrees 04 minutes 00 seconds West, a distant of 3.25 feet to a point; thence

(3) North 76 degrees 56 minutes 00 seconds West, a distant of 2.75 feet to a point running; thence

(4) North 13 degrees 04 minutes 00 seconds East, a distant of 7.62 feet to a point running; thence

(5) North 76 degrees 56 minutes 00 seconds West, a distant of 4.00 feet to a point running; thence

(6) North 13 degrees 04 minutes 00 seconds East, a distant of 10.87 feet to the point or place of BEGINNING.

Being also known as 98 Adams Street, Hoboken, New Jersey

PLANTER 1 EASEMENT
METES AND BOUND
BLOCK 18, LOT 25

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows;

BEGINNING at a point in the intersection formed by the southerly side line of First Street and the westerly side line of Adams Street and from said point running; thence

(1) Along the southerly side line of First Street, North 76 degrees 56 minutes 00 seconds West, a distant of 30.56 feet to a point running; thence

(2) North 13 degrees 04 minutes 00 seconds East, a distant of 3.00 feet to a point; thence

(3) South 76 degrees 56 minutes 00 seconds East, a distant of 30.82 feet to a point running; thence

(4) North 58 degrees 04 minutes 00 seconds East, a distance of 6.00 feet to a point running; thence

(5) South 13 degrees 04 minutes 00 seconds West, a distance of 12.50 feet to a point running; thence

(6) North 76 degrees 56 minutes 00 seconds West, a distance of 4.50 feet to a point running; thence

(7) North 13 degrees 04 minutes 00 seconds East, a distance of 13.75 feet to the point or place of BEGINNING.

Being also known as 98 Adams Street, Hoboken, New Jersey

PLANTER 2 EASEMENT
METES AND BOUND
BLOCK 18, LOT 25

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows;

BEGINNING at a point in the intersection formed by the southerly side line of First Street a distant of 58.31feet from the westerly side line of Adams Street and from said point running; thence

(1) Along the southerly side line of First Street, North 76 degrees 56 minutes 00 seconds West, a distant of41.68 feet to a point running; thence

(2) South 58 degrees 04 minutes 00 seconds West, a distant of 4.24 feet to a point; thence

(3) South 76 degrees 56 minutes 00 seconds East, a distant of 38.68 feet to a point running; thence

(4) South 13 degrees 04 minutes 00 seconds West, a distant of 3.00 feet to the point or place of BEGINNING.

Being also known as 98 Adams Street, Hoboken, New Jersey

BAY 1 EASEMENT
METES AND BOUND
BLOCK 18, LOT 25

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows;

BEGINNING at a point in the intersection formed by the westerly side line of Adams Street a distant of 3.33 feet from the southerly side line of First Street and from said point running; thence

(1) North 58 degrees 04 minutes 00 seconds East, a distant of 3.53 feet to a point running; thence

(2) South 13 degrees 04 minutes 00 seconds West, a distant of 7.91 feet to a point; thence

(3) North 76 degrees 56 minutes 00 seconds West, a distant of 4.00 feet to a point running; thence

(4) North 13 degrees 04 minutes 00 seconds East, a distant of 10.41 feet to the point or place of BEGINNING.

Being also known as 98 Adams Street, Hoboken, New Jersey

BAY 2 EASEMENT
METES AND BOUND
BLOCK 18, LOT 25

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows;

BEGINNING at a point in the intersection formed by the southerly side line of First Street a distant of 3.30 feet from the westerly side line of Adams Street and from said point running; thence

(1) Along the southerly side line of First Street, North 76 degrees 56 minutes 00 seconds West, a distant of 10.41 feet to a point running; thence

(2) North 13 degrees 04 minutes 00 seconds East, a distant of 2.50 feet to a point; thence

(3) South 76 degrees 56 minutes 00 seconds East, a distant of 7.91 feet to a point running; thence

(4) North 58 degrees 04 minutes 00 seconds East, a distant of 3.53 feet to the point or place of BEGINNING.

Being also known as 98 Adams Street, Hoboken, New Jersey

BAY 3 EASEMENT
METES AND BOUND
BLOCK 18, LOT 25

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows;

BEGINNING at a point in the intersection formed by the southerly side line of First Street a distant of 36.16 feet from the westerly side line of Adams Street and from said point running; thence

(1) Along the southerly side line of First Street, North 76 degrees 56 minutes 00 seconds West, a distant of 21.50 feet to a point running; thence

(2) South 58 degrees 04 minutes 00 seconds West, a distant of 3.53 feet to a point; thence

(3) South 76 degrees 56 minutes 00 seconds East, a distant of 19.00 feet to a point running; thence

(4) South 13 degrees 04 minutes 00 seconds West, a distant of 2.50 feet to the point or place of BEGINNING.

Being also known as 98 Adams Street, Hoboken, New Jersey

BAY 4 EASEMENT
METES AND BOUND
BLOCK 18, LOT 25

All that certain tract, or parcel of land, situate, lying and being in the City of Hoboken, County of Hudson, and the State of New Jersey, bounded and described as follows;

BEGINNING at a point in the intersection formed by the southerly side line of First Street a distant of 69.46 feet from the westerly side line of Adams Street and from said point running; thence

(1) Along the southerly side line of First Street, North 76 degrees 56 minutes 00 seconds West, a distant of 14.00 feet to a point running; thence

(2) North 13 degrees 04 minutes 00 seconds East, a distant of 2.50 feet to a point; thence

(3) South 76 degrees 56 minutes 00 seconds East, a distant of 14.00 feet to a point running; thence

(4) South 13 degrees 04 minutes 00 seconds West, a distant of 2.50 feet to the point or place of BEGINNING.

Being also known as 98 Adams Street, Hoboken, New Jersey

RESOLUTION OF APPROVAL

APPLICATION OF 98 ADAMS STREET, LLC

	: ZONING BOARD OF ADJUSTMENT
IN THE MATTER OF	: CITY OF HOBOKEN
98 ADAMS STREET, LLC	: BLOCK 18, LOT 25
	: 98 ADAMS STREET

WHEREAS, 98 Adams Street, LLC has requested Minor Site Plan approval pursuant to N.J.S.A. 40:55D-46.1 and variances pursuant to N.J.S.A. 40:55D-70(c)(2), (d)(5) and (d)(6) to construct a new five-story building which will contain one residential unit on the first floor and one unit on each of the upper three floors; totaling four (4) residential units on the property located at Block 18, Lot 25 on the tax map of the City of Hoboken, being commonly known as 98 Adams Street, Hoboken, New Jersey and said premises being in the R-3 Zone; and

WHEREAS, the Board held public hearings on said application on May 14, 2013 and October 15, 2013; and

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

WHEREAS, the applicant was represented by Counsel, Michael A. Ochs, Esquire; and

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

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

Meeting of May 14, 2013:

1. The Board found the application complete.

2. According to the application, in addition to Minor Site Plan Approval, the applicant is seeking the following variances:

   A. For lot coverage of 90.04% (ground floor) 70% (upper floor) whereas 60% is the maximum permitted.

   B. For a building height of floors – 5 stories, whereas 3 is the maximum permitted.

C. For density – 1 d.u/660 square feet 2,500/660 = 3.79 units, whereas 4 units are proposed.

D. For front yard setback of 0 feet, whereas 5 feet is the minimum required.

E. For rear yard setback of 0 feet, whereas 30 feet is the minimum required.

F. For rear wall of 100 feet, whereas 0 feet are permitted.

3. Based upon the comments of applicant's Attorney, Michael A. Ochs, Esquire, the Board heard the following:

   A. The applicant is proposing to construct is a four-unit building at the corner of Adams and Newark.

4. Based upon the sworn and qualified testimony of the applicant, Giovanni Maramonte, the Board made the following findings of fact:

   A. The current building has two (2) commercial units on the first floor and an apartment on the second level.

   B. The applicant is proposing to put a new structure on the property consisting of four (4) units with five (5) stories.

   C. The applicant intends to convert the building to the condominium form of ownership.

5. Based upon the sworn and qualified testimony of the applicant's Architect, James McNeight, the Board made the following findings of fact:

   A. The existing building is aluminum sided.

   B. The subject property is located on a corner lot, and has one hundred percent lot coverage.

   C. The lot is twenty-five (25) by one hundred (100) feet in size.

D. The first floor will be raised to thirteen (13) feet above sea level to comply with FEMA regulations.

E. The upper three units are proposed to have decks, and the roof of the secondary unit on the first floor will also be used for outdoor space.

F. The existing building is not aesthetically pleasing and does not fit with the character of the surrounding buildings.

G. The proposed building will create a permanent, continuous wall between it and the neighboring buildings.

H. The neighboring buildings consist of a 12-story senior citizen high-rise, a four-story block building, and a seven-story block building on the corner. Other than four (4) three-story buildings south on Jefferson Street, the rest are all five-story buildings.

I. The applicant is seeking a variance for lot coverage, due to the fact that there is 90.04% coverage on the first floor and 70% coverage on the upper floors counting the rear decks.

J. The applicant will also need a variance for the number of stories. Only three-story buildings are permitted in this Zone.

K. A front yard variance is required because the applicant proposes to construct the structure on the property line to match the other structures on the block. A minimum setback of five feet and a maximum of ten feet are required.

L. The applicant is seeking a variance for dwelling units. The maximum dwelling units permitted is three (3) and the proposal is for four (4) units.

M. The upper three units will be approximately 1,549 square feet with a 108 square foot deck. They will have three (3) bedrooms and two (2) bathrooms.

N. The first floor rear unit will have two (2) bedrooms.

O. The façade surrounding the outdoor space on the second, third, and fourth floors will be either stucco or brick.

P. There will be space underneath the building to provide for bike storage and general storage.

Q. There will not be an elevator installed in the proposed building.

R. A fence six (6) feet in height will be installed between the courtyard and the next yard and some landscaping will be added.

S. The building will have a zero lot line except for a small niche. This niche is accessible from the first floor apartments, and it is the condo's responsibility to maintain.

T. The applicant is proposing to construct an underground holding tank that will hold storm water runoff which will slowly flow into the local sewer system meant to protect the local sewer from overcharge. The holding tank is designed for a five-inch storm.

U. The proposed building will be flush with the other buildings.

V. The applicant intends to install green space on the roof of the building.

W. The roof of the building will contain four (4) condensers in the center of the structure. A 32-inch parapet will shield the condensers from view.

X. The building is located on the north side of the block. Shadowing will occur on First Street but not on any of the adjoining properties.

6. Based upon the sworn and qualified testimony of the applicant's Professional Planner, Kenneth Ochab, P.P., the Board made the following findings of fact:

   A. The basement, despite being used for storage only, is considered a floor making this a 5-story building.

B. The applicant is seeking two d variances. One is a height variance for the number of stories, along with a density variance for the number of dwelling units.

C. The proposed building will be in character with the neighborhood in terms of density, aesthetics and height.

D. The building plans fit with the character of other lots in the area.

E. The bicycle area will be eight feet tall and will not be air conditioned or heated.

7. The Board determined that there are a number of engineering issues that remain to be addressed. The Board suggested the applicant consider relocating the proposed decks to the back of the building rather than placing them along the street and consider installing an elevator to make the building more family friendly.

8. Ron Rosenberg, of 415 Newark, raised questions about the image of the building, and the types of occupants who will be living there. He did not feel that a four story building would be attractive to families without an elevator, and instead felt that younger individuals would be better suited to the building.

9. Craig Hothem, of 450 Seventh Street, spoke in favor of the application.

10. Upon motion by the Board, this meeting was carried to June 18, 2013. This application was not heard on June 18, 2013. It was carried to July 16, 2013. It was not heard on July 16, 2013 and was carried to August 20, 2013. It was not heard on August 20, 2013 and was carried to September 17, 2013. It was not heard on September 17, 2013 and was carried to October 15, 2013.

<u>October 15, 2013:</u>

11. Based upon the sworn and qualified testimony of the applicant's Architect, James McNeight, the Board made the following findings of fact:

A. The applicant made changes to the proposal.

B. The number of units was reduced from 5 units to 4 units.

C. The first floor will only consist of one (1) unit and the footprint of the building has been reduced.

D. The first floor unit has a spiral stairway that goes down to the backyard that is surfaced with pervious concrete pavers and is landscaped.

E. The height of the building has also been reduced by a foot. The original proposal was for a building height of 41 feet.

F. The stoop along First Street was removed and now there is an entrance directly on grade that leads into the first floor unit.

G. Refuse storage has been relocated inside the basement storage level. Storage for bicycles and strollers has also been provided.

H. The applicant removed the stair penthouse on the roof which now will be accessed only by a scuttle.

I. The applicant will put a green roof on the lower first story roof and will install a metal green screen thirty (30) feet high along the First Street façade that will serve as a buffer between the open deck and the street.

J. There will now be a landscaped backyard area consisting of three (3) Lombardy poplar trees to soften up the back end of the property.

K. Although the Board suggested that the decks be relocated to the rear of the building, Mr. McNeight provided information that there are six (6) other properties along First Street that have decks looking out on First Street. Since it is not a unique situation, the applicant will keep the decks as originally proposed.

L. The applicant will not be installing an elevator as there is not enough room to do so without destroying the floor plans.

M. The applicant will install shielded lighting in the courtyard.

12. Barrett Kechian, of 92 Adams Street, the existing building is an eyesore. He is pleased because the proposed new building will be an aesthetic improvement.

13. Although the building will not have an elevator, the Board found that the building will be family-friendly because of the size of the units and the number of bathrooms. The Board expressed its opinion that it did not believe that because there would not be an elevator that it precludes it from being family-friendly.

14. The Board agrees that the structure will be architecturally pleasing.

15. The Board liked the green roof and the green wall.

16. The Board found that the floor plans will encourage family-friendly usage which will provide a great benefit to this neighborhood.

17. The Board determined that the lot can accommodate the increase in height and density because this proposal is consistent with the adjacent buildings.

18. The Board determined that this proposal will have negative impact on the light, air, and privacy of the surrounding neighborhood; but that the conditions of approval and the benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board determined that the applicant's Minor Site Plan pursuant to N.J.S.A. 40:55D-46.1 was found to be sufficient as to style and design and the Board approved the applicant's request; and

WHEREAS, the Board, after careful deliberation, found that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(2) because the proposed structure will be an aesthetic improvement as described in N.J.S.A. 40:55D-2 (i) "To promote a desirable visual environment through creative development techniques and good civic design and arrangement;" and

WHEREAS, the Board has determined that the application has met the requirements of N.J.S.A. 40:55D-70 (d)(6) because there are other buildings in the surrounding area that are of the same height so this structure will be consistent with the look of the neighborhood; and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 15th day of October 2013, upon a motion made by John Branciforte and seconded by Nancy Pincus that the application of 98 Adams Street, LLC be granted, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meetings of May 14, 2013 and October 15, 2013.

2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.

3. The applicant will have one (2) years from the date of this Resolution to obtain a building permit.

4. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law.

5. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law, including but not limited to the Municipality's and State's affordable housing regulations; and the applicant shall comply with any requirements or conditions of such approvals or permits.

6. The applicant must comply with the Development Fee Ordinance of the City of Hoboken, if applicable, which Ordinance is intended to generate revenue to facilitate the provision of affordable housing.

7. The plan, including the backyard, is to be constructed as shown to the Board at the time of the hearing.

8. The landscaped courtyard lighting is to be shielded.

9. The plan is to be revised to correct the revision dates and address the comments of the Board's professionals.

10. The applicant's architect is to supply the Board's Engineer with information regarding the proposed clay pavers for his evaluation. If the Board's Engineer finds the proposed clay pavers to be inadequate for their purpose, they are to be replaced with another type of paver acceptable to the Board's Engineer.

11. The applicant is to make a fair share contribution in accordance with the City's Affordable Housing Ordinance.

12. The applicant must obtain the City Council's permission to permit the bay windows to encroach into the City's right-of-way.

13. The plan is to be revised to show the mechanicals on the top roof and this plan must be submitted to the Board's Engineer for his review and approval.

14. The deck lighting is to be wall mounted and shielded.

15. The details on the green screen, detention basin, and the pavement repair strip are to be shown on the plan.

16. The applicant must make a half-width paving contribution; the exact amount is to be determined by the Board's Engineer.

17. There is to be no use of the green roof on the one-half story structure.

18. The basement is limited to the storage of bikes, carriages, equipment and the like and is not to be used for any type of habitation. This condition is to be recorded by means of a Deed Restriction prior to the issuance of a building permit and it is to be submitted to the Board's Attorney for his review and approval prior to recording.

19. Publication of a notice of this decision will be published in one of the City's officially designated newspapers, at the cost of the applicant.

VOTE ON ROLL CALL:

IN FAVOR: Elliot Greene; Joseph Crimmins; Michael DeFusco; Nancy Pincus; John Branciforte; James Aibel

OPPOSED: None

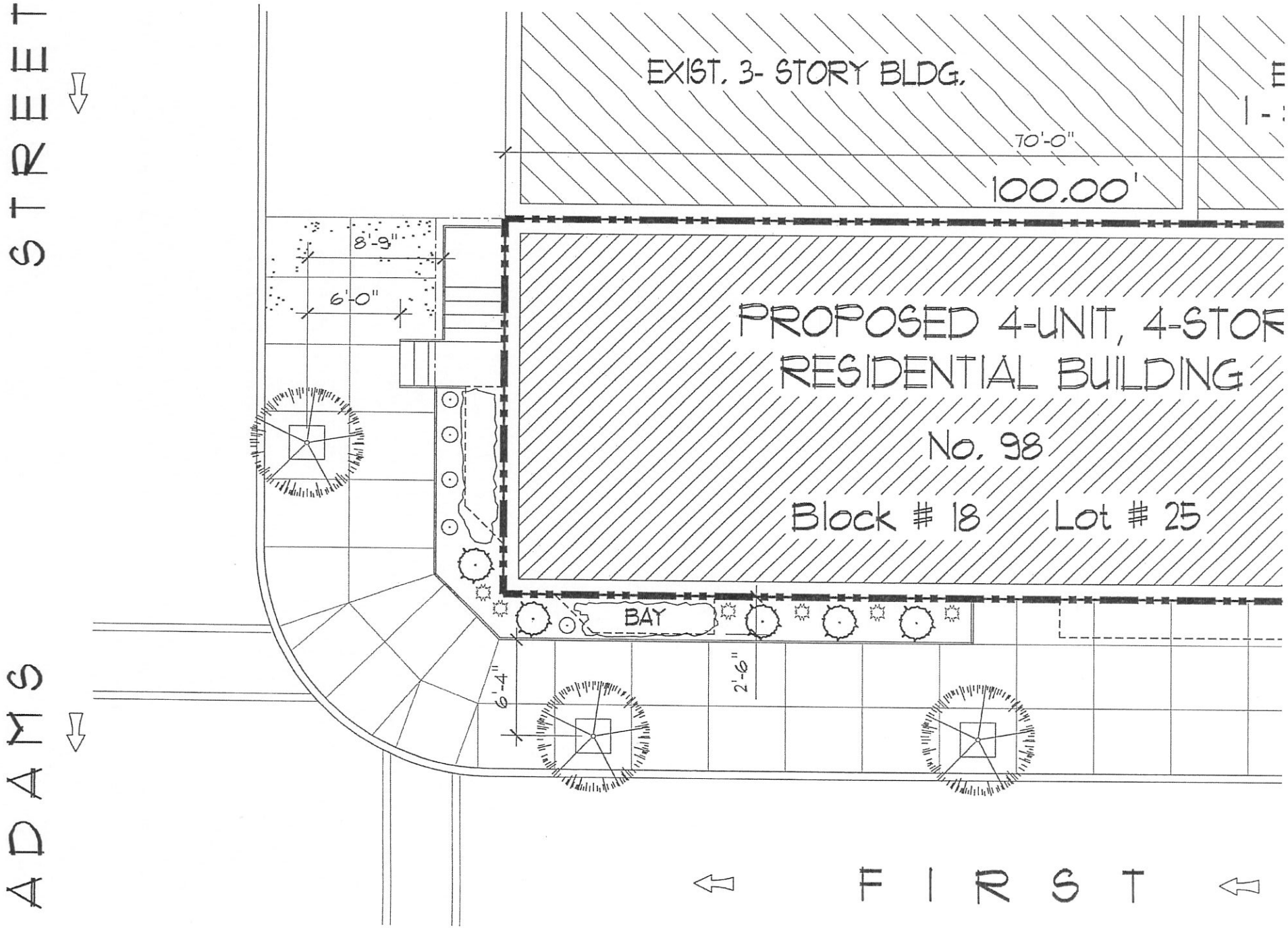
BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the applicant, City Clerk, Construction Code Official and Zoning Officer of the City of Hoboken.

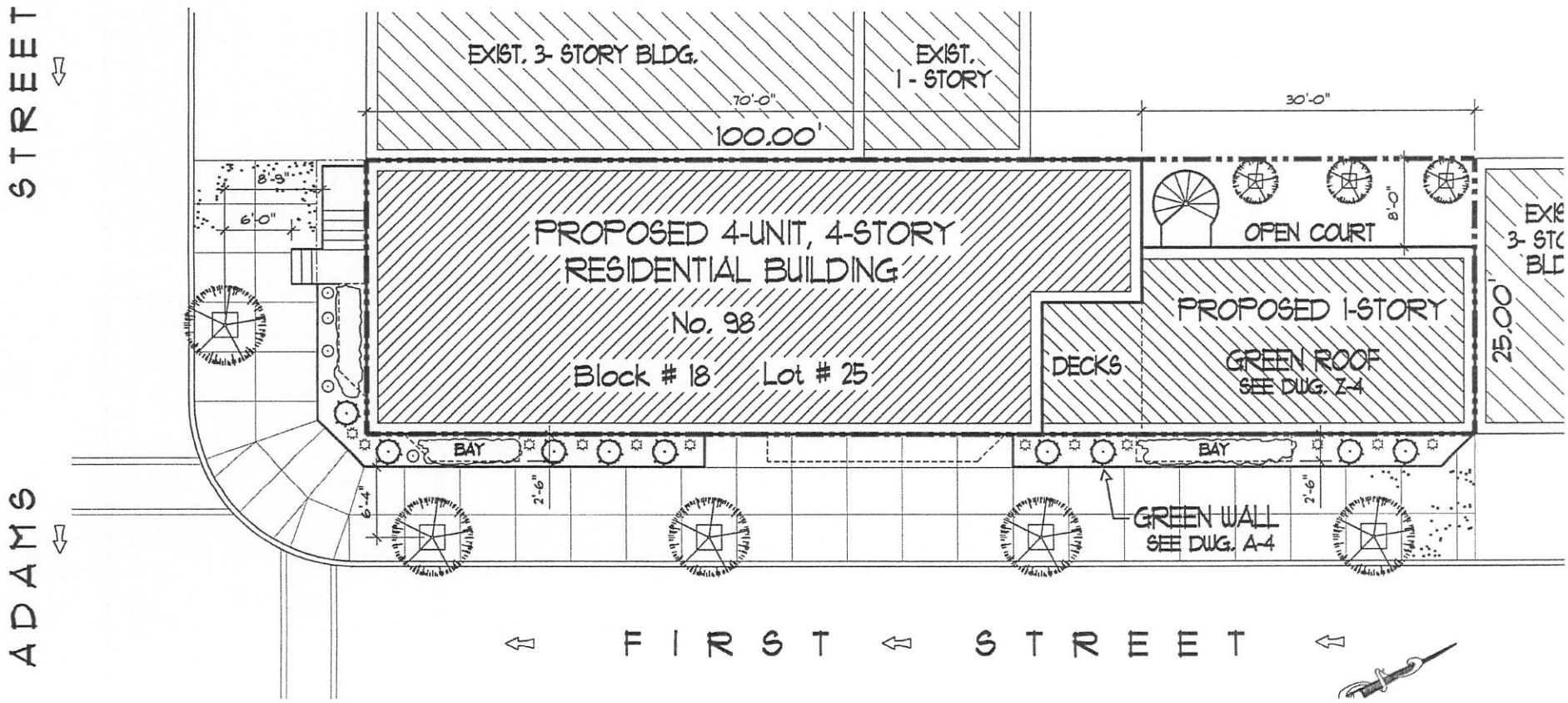
James Aibel, Chairman
Hoboken Zoning Board of Adjustment

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution approved October 15, 2013 and duly adopted as to form by the Zoning Board at its regular meeting on November 19, 2013.

Patricia Carcone, Secretary
Hoboken Zoning Board of Adjustment


STREET
ADAMS
EXIST. 3- STORY BLDG.
70'-0"
100.00'
8'-9"
6'-0"
PROPOSED 4-UNIT, 4-STOR
RESIDENTIAL BUILDING
No. 98
Block # 18
Lot # 25
BAY
6'-4"
2'-6"
FIRST


ADAMS STREET
FIRST STREET
EXIST. 3- STORY BLDG.
EXIST. 1 - STORY
70'-0"
100.00'
30'-0"
8'-3"
6'-0"
PROPOSED 4-UNIT, 4-STORY RESIDENTIAL BUILDING
No. 98
Block # 18
Lot # 25
OPEN COURT
8'-0"
PROPOSED 1-STORY
DECKS
GREEN ROOF
SEE DWG. Z-4
25.00'
BAY
BAY
6'-4"
2'-6"
2'-6"
GREEN WALL
SEE DWG. A-4

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO CHAS S. WINNER INC. TO PURCHASE TWO (2) POLICE VEHICLES (MARKED) IN ACCORDANCE WITH STATE CONTRACT T-2776/A82925 IN A TOTAL AMOUNT NOT TO EXCEED $91,212.30

WHEREAS, the City of Hoboken requires two (2) additional marked vehicles for police department; and,

WHEREAS, the Administration intends to use Chas S. Winner Inc., under their state contract T2776/A82925 for said provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for two (2) marked vehicles for the HPD, to Chas S Winner Inc. for a total contract amount of Ninety One Thousand Two Hundred Twelve Dollars and Thirty Cents (**$91,212.30**) of which the contract shall be for purchases in accordance with the June 25, 2014 Purchasing Recommendation of the Purchasing Agent; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $91,212.30 is available in the following appropriation $68,035.00 from 4-01-25-242-020 and $23,177.30 from 4-01-25-241-044 **; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said 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, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Ninety One Thousand Two Hundred Twelve Dollars and Thirty Cents (**$91,212.30**) of which the contract shall be for purchase in accordance with the June 25, 2014 Purchasing Recommendation of the Purchasing Agent as follows:

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

Chas A Winner Inc
dba Winner Ford
250 Berlin Road
Cherry Hill, New Jersey 08034

MEETING: July 9, 2014

REVIEWED:

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	/			
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:

JUL 09 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-25-242-020

Desc: Acquisition of Bal Vehicles

Acct Type: Line Item 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:				Current Period:	
Encumber:	.00	Budgeted:	70,000.00	Expended:	.00
Expended:	.00	Balance:	70,000.00	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	68,035.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	1,965.00		
Cancel:	.00				

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-25-241-020 Desc: POLICE DIVISION 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:				Current Period:	
Encumber:	126,627.82	Budgeted:	601,500.00	Expended:	789.16
Expended:	108,136.02	Balance:	366,736.16	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	73,505.82	Reimburse:	.00
Reimburse:	.00	Requested Balance:	293,230.34		
Cancel:	.00				

Control Account - No. of Sub-Accounts: 17

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: June 25, 2014, 2014

To: Quentin Weist, Business Administrator
Corporation Counsel, City of Hoboken

Cc: Jon Tooke, Director, Public Safety

From: AL B. Dineros

Subject: Request for a Resolution to Award the Contract to Purchase Two (2) Police Vehicles

Hoboken Police Department needs to replace two (2) Police vehicles.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract utilizing NJ State Contract T-2776/A82925. The vendor will be:

CHAS S WINNER INC.
DBA WINNER FORD
250 Berlin Road
Cherry Hill, NJ 08034

The following information provided:

2015 Ford Police Interceptor – All Wheel Drive	1 EA	- $25,905.00
2015 Ford Police Interceptor Utility – All Wheel Drive	1 EA	- $25,670.00
Total options ($1,235.00/SE)	2 SE	- $2,470.00
Police package ($11,588.65/SE)	2 SE	- $23,177.30
Emergency Equipment – Package "A" ($6,995.00/SE)	2 SE	- $13,990.00

The total amount of the contract is not to exceed $ 91,212.30

Sufficient legally appropriated funds for the subject purpose is available from the following account: 4-01-25-242-020.

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

(856) 427-2796 Phone
(856) 428-4718 fax
rcoyle@winnerford.com
N.J. Contract # 82925

6/19/14
City of Hoboken
Jon Tooke
Dept. of Public Safety
2015 Police Interceptor
Base Vehicle All Wheel Drive **$23,305.00**

- 3.7 L V6 Engine
- All Wheel Drive
- 6 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Radio Noise Suppression
- Keyed Alike
- Courtesy Lamps Disable
- Rear Door Locks In op
- Rear Window Switch Disabled
- Red/Clear Dome 5"
- Skid Plate
- Power Heated Mirrors
- EAI53 80 Amp Power Source
- Headlamp Housing Pre Drilled

	24,510.00
21F LED Spotlight	**360.00**
63P Hidden door lock plungers inoperative	**155.00**
2 Tone Vinyl Wrap Door's & Roof	**820.00**
2nd Row Cloth Seat	**60.00**

Total $25,905.00

4-01-25-242-020

(856) 427-2796 Phone
(856) 428-4718 Fax
N.J. Contract # 82925

6/19/14
City of Hoboken
Jon Tooke
Dept. of Public Safety

2015 Police Interceptor Utility, All Wheel Drive
Base Vehicle **$23,400.00**

- 3.7L V6 Engine
- 6 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Radio Noise Suppression
- Keyed Alike
- Courtesy Lamps Disable
- Rear Window Switch Disabled
- Red/Clear Dome 5"
- Skid Plate
- Drivers Side Spotlight
- Power Heated Mirrors
- EAI53 80 Amp Power Source

	24,490.00
2nd Row Cloth Seat	60.00
Hidden door lock plungers inoperative	155.00
Carpet Floor Covering	125.00
Two Tone Vinyl Package Door's & Roof	840.00

Total $25,670.00

Available Factory Options

99T	3.5L V6 Eco Boost	3195.00

OPTIONS

86P	Pre Drilled Headlamp Housing		125.00
41H	Engine Block Heater		35.00
43D	Dark Car Feature- Courtesy Lamps Disable		20.00
942	Daytime Running Lights		45.00
17T	Red/Clear Dome In Cargo Area		150.00
51Y	Spot Lamp-Drivers Side (Incandescent Bulb)	215.00	
51Z	Spot Lamp-Dual (Incandescent Bulb)	350.00	
16D	Police Interceptor Badge Delete		NC
92G	Glass, Solar Tint 2nd and 3rd Row		120.00
92R	Glass, Solar Tint 2nd Row Only		85.00
68Z	Roof Rack Side Rails-Black		100.00
91A	Two Tone Vinyl Package #1		840.00 ✓
91B	Two Tone Vinyl Package #2		840.00
91C	Two Tone Vinyl Package #3		700.00
91D	Vinyl Word Wrap		795.00
64B	Wheel Covers (18" Full Face Wheel Cover)		60.00
21B	Rear View Camera		245.00
53M	SYNC Basic- Voice Activated Communication System		295.00
65U	Interior Upgrade Package Includes: console, cloth rear seat & carpet		390.00
61R	Remappable (4) Switches On Steering Wheel (Less Voice, Not Available With SYNC)		155.00
61S	Remappable (4) Switches On Steering Wheel (With Voice, Requires SYNC)		155.00
52H	Hidden Door Lock Plunger		140.00
52P	Hidden Door Lock Plunger and Rear Door Handle Inop		160.00 ✓
68L	Rear Door Handles Inoperable/Locks Operable		35.00
68G	Rear Door Handles Inoperable/Locks Inoperable		35.00
18W	Windows-Rear Window Power Delete, Operable From Front Drivers Side Switches		25.00
12P	Interior Upgrade Package		
16C	Carpet Floor Covering		125.00 ✓
88F	2nd Row Cloth Seats		60.00 ✓
85R	Rear Console Plate (Not Available With Interior Upgrade Package 65U)		35.00
	Keyed Alike		50.00 ✓
55B	BLIS- Blind Spot Monitoring With Cross Traffic Alert		490.00
593	Perimeter Anti Theft Alarm		120.00
595	Remote Keyless Entry Key Fob(W/O Keypad, Less PATS)		260.00
76R	Reverse Sensing System		275.00
17A	Auxiliary Air Conditioning		610.00
60R	Noise Suppression Bonds		100.00
	Two Tone Black & White Paint		1395.00

EMERGENCY EQUIPMENT

$ 1,235.00

2 SE = $2,470.00

X Marked Police Interceptor PACKAGE "A" PRICE: $6995.00

Whelen Liberty All LED Light Bar RED/BLUE
Four Corner LED Vertex
EAI Pro Switch Box with Slider Control
HF100 Siren with Speaker and Bracket
18" Console w/ arm rest, cup holder, mic clip
Prisoner Partition
Rear Partition
Lift Gate Mounted LED's RED/BLUE

2 SE = $ 13,990.00

Unmarked Police Interceptor PACKAGE "B" PRICE: $4495.00

Four Corner LED Vertex
Whelen Dual Avenger Windshield
Behind Grill Mounted Lights LED RED/BLUE
18" console w/ armrest, cup holder, and mic clip
Switch Box with Slider Control
HF100 Siren with Speaker and Bracket
Lift Gate Mounted LED's RED/BLUE

Chief Police Interceptor PACKAGE "C" PRICE: $2995.00

Four Corner LED Vertex
Windshield Mounted Split Talon RED/BLUE
HHS2100 Siren, Switch Controller and Speaker
Lift Gate Mounted LED's RED/BLUE

This is a small portion of equipment and installation that we offer. Winner Ford will supply and or install any items by the following manufacturers; Whelen, Code 3, Federal Signal, Setina, Data 911, Star, Mobile Vision, Havis Shields, Able 2, Patrol PC . If there is something you use and do not see listed, please contact us for pricing. We can also make and install custo

POLICE PACKAGE

QUANT	ITEM	DESCRIPTION	UNIT PRICE	DISC.	TOTAL
1	GS8SRBR	Whelen 46" Legacy Solo WC Series As Per Hoboken PD Specifications	$3,642.00		$3,642.00
1	295SLSA6	Whelen Single Unit Siren With 9-Switch Light Control	$645.00		$645.00
1	SA315P	Whelen Small Round Profile Speaker	$314.00		$314.00
1	SAK44	Whelen Mounting Bracket For SA315	$36.00		$36.00
1	MBPFX11RB	Whelen Mirror-Beam Mirror Mounted Linear Super-LED Series, Red, Blue	$379.00		$379.00
2	SLPMMRB	Whelen SlimLighter Super-LED Series, Red, Blue	$380.00		$760.00
2	VTX609R	Whelen Vertex Super-LED Single Self Contained Lighthead, Red	$129.00		$258.00
2	VTX609C	Whelen Vertex Super-LED Single Self Contained Lighthead, Clear	$129.00		$258.00
1	DP844000	Whelen Dominator Plus LINZ6 Super-LED Series, Red, Blue	$1,162.00		$1,162.00
1	DBKT4	Whelen "L" Mounting Bracket For The DP8	$23.00		$23.00
1	C-VS-2400-INUT-1	Havis Vehicle Specific 24" Console For Ford Police Interceptor Utility	$393.75		$393.75
1	C-CUP2-I	Havis Internal Cup Holder	$44.10		$44.10
1	C-ARM-103	Havis Armrest For Top Mount	$103.95		$103.95
1	PKG-PSM-153	Havis Passenger Side Mount Package For Interceptor Utility	$332.85		$332.85
1	P4700UINT13A	Pro-gard Passenger 1/2 Sliding Polycarbonate Window	$608.00		$608.00
1	S4702UINT13	Pro-gard Charcoal Grey ABS Transport Seat W/ 1/4" Poly Window Cargo Barrier & Seal Mount	$1,196.00		$1,196.00
1	FP47UINT13	Pro-gard Charcoal Grey ABS Floor Pan	$182.00		$182.00
1	WBP47UINT13	Pro-gard Pair 1/4" Polycarbonate Window Barrier	$220.00		$220.00
1	DP47UINT13	Pro-gard Pair Black ABS Rear Door Panels	$128.00		$128.00
1	PB47UINT13ION4RB	Pro-gard Black Powder Coated Steel Push Bumper W/ Integrated Four Head, Red, Blue	$825.00		$825.00
1	SP47FE13	Pro-gard Full Width, 14 Gauge Steel Extension Panel	$78.00		$78.00
		TOTAL			$11,588.65

NOTES

$11,588.65

2 SE = $23,177.30

5

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MCGUIRE ASSOCIATES LLC AS BASF REAL ESTATE APPRAISER FOR THE CITY OF HOBOKEN FOR THE 2014 CALENDAR YEAR FOR A TOTAL NOT TO EXCEED AMOUNT OF $12,200.00

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

WHEREAS, the City of Hoboken published a Request for Proposals for the Professional Services of Real Estate Appraiser in accordance the City's Request for Proposals, in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which McGuire Associates LLC responded to, and for which the Administration's Evaluation Committee determined McGuire Associates to be the top choice for the position, cost and other factors considered, and a request for a quotation on this particular project was responded to by McGuire (attached hereto) and the Administration further found the McGuire quotation for said services to be in the best interest of the City, cost and other factors considered; and,

WHEREAS, McGuire Associates LLC 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 $12,200.00 is available in the following appropriation account C-04-60-711-120 in the CY2014 capital account; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 capital account; 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 be awarded and entered into with McGuire Associates LLC to represent the City as BASF Real Estate Appraiser, in accordance with the scope of work detailed in the attached proposal, for the 2014 Calendar Year, for a total not to exceed amount of Twelve Thousand Two Hundred Dollars ($12,200.00), of which $7,200 is for primary service and $5,000 is an owner's allowance; and

BE IT FURTHER RESOLVED, that the contract shall be for Real Estate Appraisal services in accordance with the City's Request for Proposals, McGuire Associate's proposal, and the contract shall be for BASF services as directed by the Administration; and,

BE IT FURTHER RESOLVED, the charges detailed for the primary service are the only charges for services allowable under this agreement, and charges for other fees and costs may be allowable upon prior written approval of the Administration, at the proposed rates described in the McGuire proposal, but must be clearly identified and described in full in the appropriate monthly invoice; 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 McGuire Associates LLC; 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: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

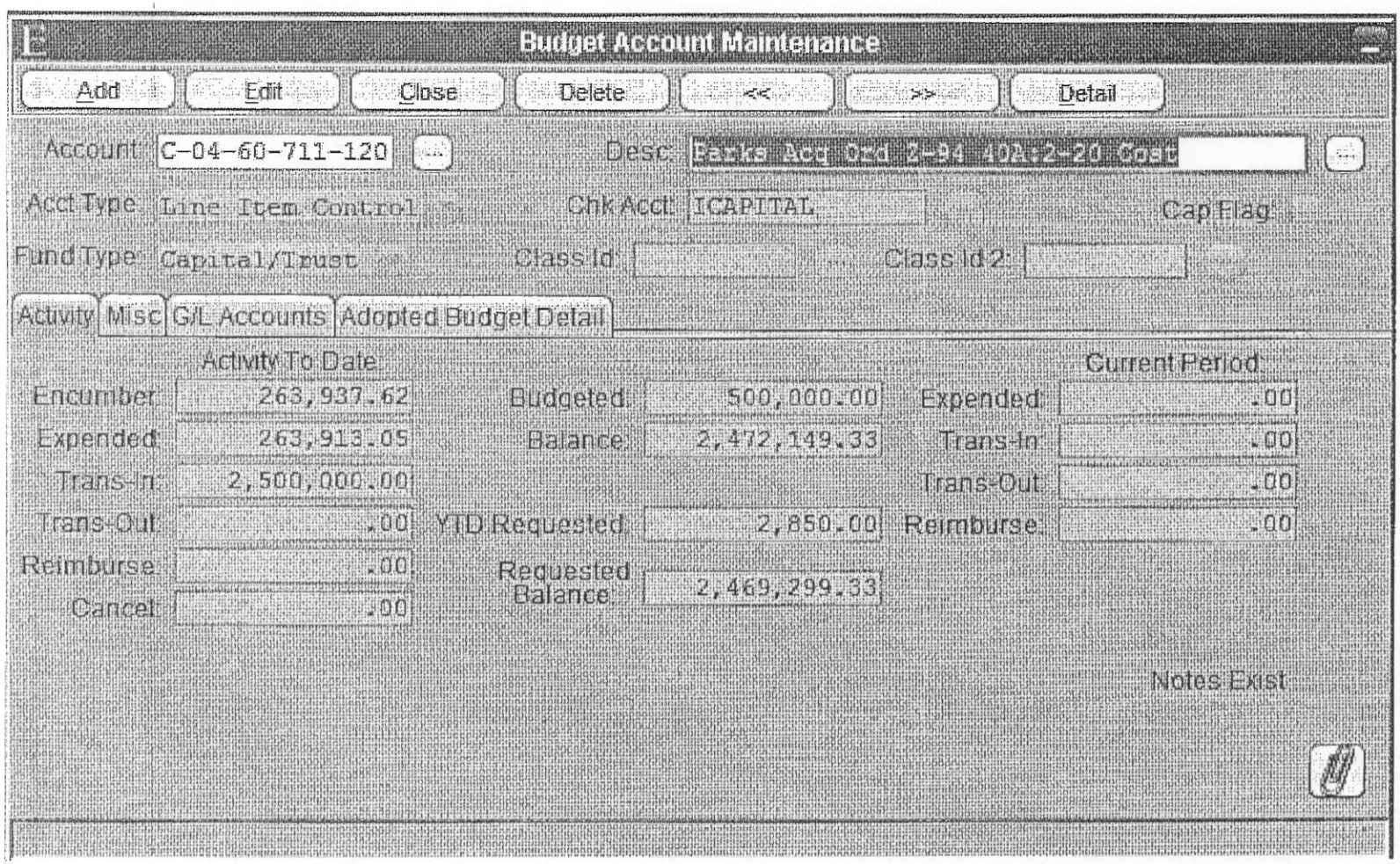
Melissa L. Longo, Esq.
Corporation Counsel

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

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

JUL 09 2014

CITY CLERK


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: C-04-60-711-120
Desc: Parks Acq Ord 2-94 40A:2-20 Cost
Acct Type: Line Item Control
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: 263,937.62
Expended: 263,913.05
Trans-In: 2,500,000.00
Trans-Out: .00
Reimburse: .00
Cancel: .00
Budgeted: 500,000.00
Balance: 2,472,149.33
YTD Requested: 2,850.00
Requested Balance: 2,469,299.33
Current Period:
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Notes Exist

McGuire Associates, LLC

Real Estate Appraisers and Consultants

547 Summit Avenue, Jersey City, New Jersey 07306
Phone (201) 963-6444 • Fax (201) 963-0914

RECEIVED
JUN 24 2014
OFFICE OF THE BUSINESS ADMINISTRATOR
HOBOKEN, N.J.

June 24, 2014

Via Fax: (201) 420-2096
Stephen D. Marks
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07039

RE: Block 103 Lots 7-26
Blocks 107 all lots inclusive (1-31)
Block 108 (all lots inclusive 1-32)
Block 113 (lots 1-6 and 27-32)

Dear Mr. Marks:

In response to our conversation in which you would like to engage our company, McGuire Associates, to appraise and render a written appraisal report for the above captioned matter. Our fee for the above will be $7,200.00*. The purpose of the appraisal is for fair market value.

We will begin work on the appraisal upon receipt of a signed copy of this letter and the fee, which amount is non-refundable after a physical inspection of the property is made. Also be advised that there will be a fee for any pre-trial conferences, trial and post trial conferences at a rate of $400.00 per hour. Please supply me with the names and phone numbers of the contact person. The report will be completed and submitted to you within a timely manner. A PDF copy will be supplied via email. If you need a hard copy, please advise.

Should you have any questions or comments, please feel free to contact me at the above number.

Very truly yours,

Hugh A. McGuire, Jr. MAI

I affirm and agree to the terms of the above engagement letter.

_____
Authorized signature

*Fee quotes are only good for thirty (30) days from the date of the letter.

6

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH KIMLEY HORN AND ASSOCIATES AS PROFESSIONAL ENGINEER / PLANNER / LANDSCAPE ARCHITECT FOR THE CITY OF HOBOKEN FOR THE FRANK SINATRA DRIVE VISION AND CONCEPT DESIGN PLAN, FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $13,500.00 (12.7% INCREASE), FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF $120,190.00

WHEREAS, service to the City as a Professional Engineer / Planner / Landscape Architect 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 previously awarded a contract to a Professional Engineer / Planner / Landscape Architect for the Frank Sinatra Drive Vision and Concept Design Plan, and has chosen Kimley Horn and Associates for a one year term, with a not to exceed amount of One Hundred Six Thousand Six Hundred Ninety Dollars ($106,690.00), which it now seeks to amend, in accordance with the attached proposal of the vendor, for an increase in the not to exceed amount of $13,500.00 for additional services related to the project, as defined in the attachment; and,

WHEREAS, Kimley Horn and Associates 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 for this are available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $13,500.00 is available in the following appropriation accounts: $3,310.00 from 3-01-44-900-007 **in the CY2013 reserve budget and $10,190.00 from** 4-01-31-461-000 **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 CY2013 and CY2014 budgets; and I further certify that the funds being appropriated are intended for the purposes herein appropriated.**

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

NOW THEREFORE, BE IT RESOLVED, that the City Council authorizes an amendment to the contract with **Kimley Horn and Associates** to represent the City as Professional Engineer / Planner / Landscape Architect, in accordance with the scope of work detailed in their attached proposal and the original proposal and RFP for Professional Engineer / Planner / Landscape Architect for the Frank Sinatra Drive Vision and Concept Plan, where not inconsistent; the maximum term shall be one year from the date of award; and, for an increase in the not to exceed amount of $13,500.00 for additional services related to the project, as defined in the attachment which shall be paid incrementally within 45 days of receiving a valid invoice for services, subject to the following conditions:

1. The form amendment submitted (attached hereto) by Kimley Horn is hereby rejected in favor of an amendment in a form of contract provided by the City.
2. That portion of the Kimley Horn attachment defined as Exhibit A is considered the Kimley Horn proposal for this amendment.
3. Kimley Horn shall be solely liable for any and all subcontractors it attempts to utilize, and this award and any contract thereunder shall not be for the benefit or inure to any third party, whether a subcontractor or a proposed subcontractor hereunder.
4. Kimley Horn shall ensure that any and all subcontractors utilized for

any purpose under the within agreement shall have a business registration certificate, and shall provide Kimley Horn and the City of Hoboken with an independent copy of all necessary contract compliance documents prior to commencement of any work, failure of Kimley Horn to ensure same shall be grounds for immediate termination of the contract by the City without being subject to any damages relating thereto; 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 **Kimley Horn and Associates;** 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: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 3-01-44-900-007 ... Desc: [illegible]

Acct Type: Line Item 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				Current Period	
Encumber:	106,690.00	Budgeted:	110,000.00	Expended:	.00
Expended:	.00	Balance:	3,310.00	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	3,310.00		
Cancel:	.00				

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-31-461-000 ... Desc: Engineering

Acct Type: Line Item 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:				Current Period:	
Encumber:	152,413.50	Budgeted:	320,000.00	Expended:	.00
Expended:	41,642.91	Balance:	125,943.59	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	430.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	125,513.59		
Cancel:	.00				

7

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO COMMUNITY GRANTS PLANNING AND HOUSING FOR PROFESSIONAL AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES FOR THE CITY IN AN AMOUNT NOT TO EXCEED TWENTY SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS ($27,290.00) FOR A ONE YEAR TERM TO COMMENCE JULY 9, 2014 AND EXPIRE JULY 8, 2015

WHEREAS, the City of Hoboken published RFP's for professional affordable housing administrative agent services for the City; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that Community Grants Planning and Housing (CGPH) is best qualified as the planners to provide the City with the most effective and efficient services; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to CGPH for a total contract amount of Twenty Seven Thousand Two Hundred Ninety Dollars ($27,290.00), with a one (1) year term to commence on July 9, 2014 and expire July 8, 2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $27,290.00 is available in the following appropriation C-04-55-850-866 in the City's 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 designated budgetary account; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____ **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Twenty Seven Thousand Two Hundred Ninety Dollars ($27,290.00), with a one (1) year term to commence on July 9, 2014 and expire July 8, 2015, for services as Professional Affordable Housing Agent for the City, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and CGHP's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole

discretion of the City Council.

4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Community Grants Planning and Housing
101 Interchange Plaza – St. 301
Cranbury, New Jersey 08512

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: July 9, 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	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: C-04-55-850-866

Desc: AFFORDABLE HOUSING ORDINANCE 2-213

Acct Type: Line Item Control

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				Current Period	
Encumber:	20,970.00	Budgeted:	1,950,000.00	Expended:	.00
Expended:	522,348.21	Balance:	1,406,681.79	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	1,406,681.79		
Cancel:	.00				

Notes Exist:

4

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

Date: June 26, 2014

To: Hoboken City Council

Cc: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

From: Brandy Forbes, Community Development Director BF

Subject: Award of Contract for Affordable Housing Administrative Agent

As you may recall, in October 2012, the City Council adopted an affordable housing ordinance to require the set aside of low and moderate income affordable housing units in residential and mixed use developments, including redevelopment projects that seek or receive an increase in density, a density bonus, or other compensatory benefit. The ordinance establishes requirements for affirmative marketing, sale, rental and affordability controls for such affordable housing. As the City of Hoboken is seeing the first board approvals that are requiring such housing units, it is recognized that the affirmative marketing process needs to be established in advance of the construction of those units being completed.

In addition to creating the affirmative marketing process and operating manual, the affordable housing ordinance also requires that the City have an Administrative Agent manage its affordable housing units in accordance with the City of Hoboken affordable housing ordinance and the affirmative marketing procedures.

In May 2014 the City advertised a request for proposals (RFP) for an Affordable Housing Administrative Agent. The RFP detailed the role of the Administrative Agent to draft the affirmative marketing manual, to administer the affirmative marketing of new units required by the affordable housing ordinance, to administer the affirmative marketing for the workforce housing units at 800 Jackson as needed, and to do the annual reporting to the Council on Affordable Housing (COAH) of affordable units for which the City has oversight. Proposals were due back to the City on June 10, 2014. Two proposals were received. After conducting an internal review of the proposals, the evaluation results found the consulting firm Community Grants, Planning & Housing to be the top proposal. The firm provided a thorough proposal and

has an expertise in serving as an Administrative Agent and administering affordable housing programs in several New Jersey municipalities, matching the scope of work needed for the City of Hoboken.

The recommendation is to award the contract for Affordable Housing Administrative Agent to Community Grants, Planning & Housing for a total dollar amount not to exceed $27,290.00 for a 12 month period from July 9, 2014 to July 8, 2015.

A copy of the proposal is included in your City Council agenda packets, as well as the resolution to award. If you have any questions regarding this proposal or recommendation or the process itself please feel free to forward them in advance of the meeting to Business Administrator Quentin Wiest so that we will be sure to address those inquiries at or before the meeting. Thank you.

PROFESSIONAL SERVICES PROPOSAL

AFFORDABLE HOUSING ADMINISTRATOR

June 2014

City of Hoboken

Megan York, PP, AICP
CGP&H, LLC
101 Interchange Plaza
(609) 664-2769 Ext. 19
megan@cgph.net

Professional Services Proposal

AFFORDABLE HOUSING ADMINISTRATIVE AGENT

EXECUTIVE SUMMARY

As administrative agent for the City of Hoboken, Community Grants Planning and Housing (CGP&H) proposes to administer the existing workforce program as well as provide all the set-up activities required for the success of COAH units that will be created in the future. CGP&H has over thirteen years experience setting up and then administering COAH compliant affordable housing throughout the State. We will draw upon this experience to establish the foundation of a successful program in Hoboken that will be in full compliance with the City's Fair Share Plan, State affordable housing rules and regulations and those set forth in the state's Uniform Affordability Housing Controls (N.J.A.C 5:8-26.1 et seq.).

As Administrative Agents, we are responsible for approximately 2,000 units of affordable housing in 30 municipalities throughout New Jersey. We are experts with state affordable housing regulations in the areas of income qualifications, affordable rental and sales pricing, affirmative marketing plans, and much more to comply with the state's Uniform Housing Affordability Controls. These monitoring efforts ensure that a municipality will earn and keep the maximum number of affordable housing credits to which it is entitled. In this capacity, CGP&H has designed and successfully implemented every allowable approach to affordable housing in New Jersey. From the challenges of rehabilitating an owner-occupied home to acquiring market rate homes and reselling them under a Market to Affordable Program, CGP&H is the most comprehensive and experienced affordable housing implementation team in New Jersey. Every member of the CGP&H team has significant experience administering and monitoring affordable housing programs.

Our comprehensive administrative agent website, www.affordablehomesnewjersey.com is second to none. This site enables applicants to find out more information about available units and complete a preliminary application for affordable housing on-line. CGP&H will list Hoboken's affordable housing properties on this website which will both affirmatively market the units as well as answer applicant's questions about the affordable units.

CGP&H was founded in 1993. Part of our mission has always been to make it easier for municipalities to navigate the state affordable housing process and to provide expert administration and planning for affordable housing. Toward that end, CGP&H's multi-disciplinary staff also includes professional planners who are also retained by municipalities as affordable housing planning consultants. Since we have extensive experience preparing Housing Elements and Fair Share Plans, we have an excellent understanding of all State affordable housing rules and regulations and we ensure that each affordable housing project complies with State rules as well as Hoboken's Housing Element and Fair Share Plan. Our administrative agent clients have found that this added planning expertise has been invaluable to our administrative agent services, enabling us to work seamlessly with each of our municipal attorneys and planners.

1. SCOPE OF WORK

Affirmative Marketing of City of Hoboken Administered Affordable Units

CGP&H will provide comprehensive Administrative Agent Services to Hoboken. These services include all those outlined on pages 20 and 21 of the City's RFP. However, many of these services may not be required during the first contract year because there are no existing COAH units in Hoboken. Specific services that are anticipated to be provided during the first year of the program are outlined below.

- ***Waiting List*** – CGP&H will immediately establish a waiting list for households interested in affordable housing in Hoboken. Applicants will be able to submit a preliminary application on-line at our website, www.affordablehomesnewjersey.com or via a hard copy preliminary application. When the first affordable units are ready to be filled, each of these households will be included in the first lottery along with households that submit preliminary applications as part of the affirmative marketing for the first project. Information about upcoming affordable housing programs in Hoboken, and current income limits will also be posted on CGP&H's website.
- ***Consultation With City to Establish Affordable Housing Requirements for New Projects*** – As development approvals are being finalized, CGP&H can assist the City with establishing the affordable housing bedroom mix requirements as well as the very low, low, and moderate income requirements to ensure projects are in full compliance with State regulations. Whenever possible, we recommend that specific details about how many units, bedroom size of units, and income breakdown be included in the development approvals. In addition, the development approvals should stipulate how the affordable controls will be administered and what party (the City or the developer) is responsible for the cost of administering the affordable housing controls. Whenever possible, CGP&H recommends that the developers incur these costs and we can consult the City about how to structure these fee arrangements. This step will save the City thousands of dollars.
- ***Consultation with Developers on Preliminary Pricing and Affordable Housing Requirements*** – During the approval period and prior to construction, developers of inclusionary projects will have many questions about how the affordable housing units will be priced and administered. CGP&H can calculate anticipated maximum rents, sale and resale prices, deed restrictions, and answer all of their questions about affirmative marketing and ongoing administration.
- ***Implement Affirmative Marketing Plan*** – Four months prior to the occupancy of the first affordable housing units, CGP&H will draft a project specific Affirmative Marketing Plan based on the City's Affirmative Marketing Manual. We will implement this task as outlined in the manual and leave the waiting list open for at least one month after the start of the affirmative marketing period to give all interested households sufficient time to submit a preliminary application.
- ***COAH Unit Reporting*** – We will complete annual reporting to COAH as required. CGP&H staff has completed COAH on-line CTM training and can enter units directly on-line if designated by Hoboken. We will also coordinate with COAH staff to add new projects to the on-line CTM system.

Preparation of Affirmative Marketing Manual

CGP&H will prepare an affirmative marketing manual that is in full compliance with NJAC 5:80-26.15. This regional strategy will identify potentially eligible persons who are least likely to apply. The manual will identify locations where paid advertisements must be placed and include a comprehensive list of community groups, major employers, places of worship, and social services in COAH Region 1 that must be sent flyers about upcoming housing opportunities. As the Administrative Agent for several municipalities in Region 1,

Over the course of years, CGP&H has already compiled and continues to expand our own mailing list of over 700 large businesses, libraries, government buildings, houses of worship, social service agencies, universities and dozens of other establishments throughout the region that we will build upon for this project.

The Affirmative Marketing Manual will also outline the random selection process and how tenants will be contacted.

Affirmative Marketing of Workforce Units as Needed

CGP&H will review the existing operating and affirmative marketing manuals and files for this program. We propose listing this Workforce Housing Program as a housing opportunity on CGP&H's website, www.affordablehomesnewjersey.com. Applicants will be able to submit preliminary applications on-line and we will maintain a waiting list even when no units are available. We recommend conducting ongoing affirmative marketing to maintain a list of interested buyers in the event that a unit becomes for sale.

When an owner is interested in selling a home, CGP&H will determine the maximum sale price, list the home on our website and conduct additional affirmative marketing. We will follow the procedure outlined in the affirmative marketing manual if there is a waiting list. We will refer interested households to the seller and prepare deed restrictions and mortgages for closings.

CGP&H will also conduct ongoing enforcement and stewardship activities related to the administration of the workforce units. This will include annual outreach to the owners reminding them of the program rules and addressing foreclosure or illegal renting issues that may arise.

Assistance with Spending Plan Components (Operating Manual)

CGP&H will assist the City's affordable housing planner with the submission of the Spending Plan. This will include preparation of the Operating Manual. The Operating manual will include all required components set forth in NJAC 5:80-26.16.

In addition, CGP&H has experience administering Affordability Assistance Programs which is a significant required component of a municipality's spending plan. If the City chooses to meet this requirement through a down payment assistance program, for example, CGP&H can draft the manual and administer the program. Since the scope of an affordability assistance program has not been defined, establishing and administering a down payment assistance program are not included in the proposed fee schedule.

Regional Contribution Agreement Reporting

CGP&H will complete the City's annual RCA monitoring. If designated by Hoboken, we can enter information directly onto the City's CTM system. Our proposal is based on the assumption that all previous monitoring has been completed and approved by COAH and that our services will be limited to entering information provided to CGP&H. If additional duties are required such as completing monitoring from previous years or addressing findings from COAH from previous years, additional fees may be required.

Affordable Housing Contact List Preparation and Distribution

CGP&H will contact all affordable housing providers on the City's list and compile a resource directory with information about how to apply and identifying all essential eligibility requirements. This information can be posted on the City's website and distributed to the Hoboken based organizations on the affirmativemarketing list that will be compiled by CGP&H for the affirmative marketing manual. This distribution list will include social service providers, religious, educational and governmental institutions, and community groups.

2. DESCRIPTION OF ABILITY TO MEET DEADLINES

With a staff of 15, CGP&H has sufficient capacity to administer the City of Hoboken's COAH and Work Force Housing Programs. While our headquarters is centrally located in Cranbury, New Jersey, Megan York, the project manager that will be assigned to this project works from her home in Montclair, New Jersey twice a week to be available to our North Jersey Clients. Of course, most of our work can most cost effectively be accomplished for the City from our headquarters or from Ms. York's Montclair office, but all of our staff is always available for onsite meetings in Hoboken whenever necessary or appropriate.

Randy Gottesman, the Principal-In-Charge, started his planning career, first in 1981 working for the City of Newark, and then for two years, beginning in April of 1983, Mr. Gottesman was hired by the City of Hoboken as the economic development planner for Hoboken's Community Development Agency. While there, Mr. Gottesman was instrumental in securing federal funding for the Erie Lackawanna Train Plaza; completing large scale Environmental Impact statements, along with the City's Washington DC consulting company; setting up a much needed Façade Improvement Program for downtown (Up to $50,000 per commercial property provided for capital improvements as a revolving loan fund with funds lent to commercial tenants at below market rates, and returned back to the City for reuse). Mr. Gottesman was also involved in significant streetscape improvement projects within the downtown (brick pavers, lighting, etc.). During his tenure in Hoboken, Mr. Gottesman worked under Mr. Fred Bado (Executive Director of CDA), and Mr. Thomas Ahern (Director of Economic Development). Please see Mr. Gottesman's resume for more information on his entire 33 year career.

The project team and resumes are shown in Section 4 of this proposal.

3. QUALIFICATIONS

There is probably no Administrative Agent in the state of New Jersey with more knowledge of the NJ Council on Affordable Housing. Our president, Randall Gottesman, has been practicing both before and during COAH's coming into existence in the mid 1980s, and ever since, has dedicated much of his career towards being expert in all the requirements, its implications to municipalities, and how to most cost effectively help our clients comply with all of the rules and regulations. In fact, in 2006, CGP&H was so highly recognized for its expertise in this area, that it was awarded a competitive contract to make a companion guide to the Uniform Housing Affordability Controls, which CGP&H prepared for the state, and was ultimately entitled, "Understanding UHAC." Eight years later, "Understanding UHAC" is still considered a valuable reference tool for those in the industry. In addition, in order to stay current, CGP&H regularly attends training and educational workshops, and in fact, the company's president, Randall Gottesman, is a founding member of a professional association called, "Affordable Housing Professionals of New Jersey," and has served on its Board since its inception in 2006, having served three of those years as its President. As the current co-chair of that organization's Policy Committee, Mr. Gottesman continues to remain on the cutting edge of knowledge with regard to COAH compliance matters, legislative and legal matters and current events and issues. CGP&H

remains committed to continuing its pursuit of full knowledge in this arena to always represent our clients to the best of our abilities.

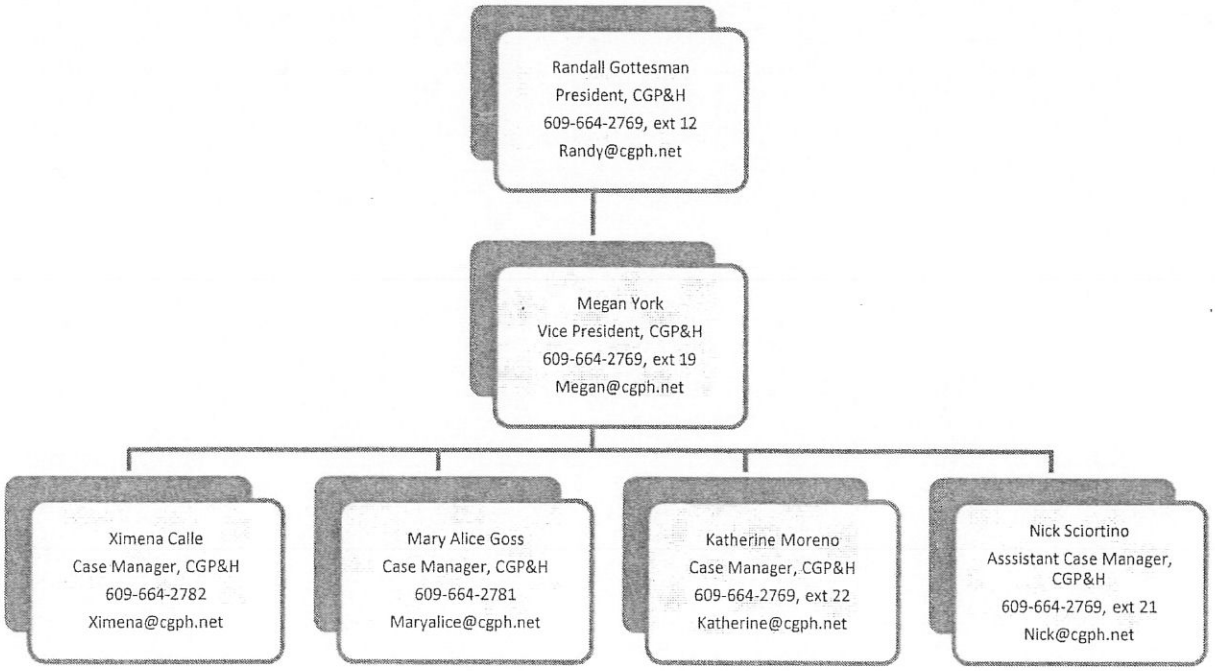
Four of our key staff are licensed New Jersey Planners and two of the four are members of the American Institute of Certified Planners (AICP); five of our staff belong to AHPNJ (Affordable Housing Professionals of New Jersey); one of our staff belongs to the Housing and Community Development Network of New Jersey; and four of our staff are members of the American Planning Association, and its New Jersey Chapter.

Moreover, CGP&H, continues to be a very active player in affordable housing, and through our years of professional dedication and expertise, has developed excellent relations both among its peers and among the many state agencies with whom our clients are required to interact. For example, Randall Gottesman, our principal, is constantly networking with other administrative agents, planners and attorneys and is always on top of the latest trends that might impact our clients. As the co-chair of AHPNJ's Policy Committee, he continues to stay on top of all legislative and judicial actions, and has even volunteered on many occasions to help AHPNJ run educational workshops on precisely the issues of greatest concern to Hoboken. Mr. Gottesman also sits on AHPNJ's education committee, and CGP&H staff has gone through all available COAH and AHPNJ training/certification workshops to stay current and best informed to best represent our clients' interests. For example, most recently Mr. Gottesman has been instrumental in developing an all day symposium on the impact and implications of the proposed new COAH rules, and that event will be occurring on June 18 of this month.

CGP&H is a COAH approved Administrative Agent and members of our staff have attended all courses offered by COAH and are committed to attending ongoing staff training offered by COAH and the Affordable Housing Professionals of New Jersey.

4. INDIVIDUALS PERFORMING TASKS

Randall Gottesman, President of CGP&H will oversee the overall project. Megan York, Vice President, will be the project manager. Ms. York works out of her home office in Montclair two days a week and is available, along with Randy Gottesman and any CGP&H staff member any day of the week for meetings in Hoboken whenever needed. Four Case Managers with assistance from CGP&H administrative support will be responsible for the processing of applications, income certifying of applicants, and other day-to-day administrative agent duties. Our Project Team is shown in the chart below and resumes of the staff assigned to this project are also included in this proposal. The four licensed planners and three support staff in the Planning and Grants Division at CGP&H are also available as needed. It is important to note in the resumes that our staff has full bi-lingual capabilities.



Randall Gottesman, PP, President of CGP&H, is recognized throughout the state for his professional accomplishments. Mr. Gottesman's skills and track record in the area of Affordable Housing administration, planning and implementation of municipally based programs are among the best in the industry. Mr. Gottesman is currently responsible for managing over $30 million in affordable housing programs. He has written many Operating Manuals and Affirmative Marketing Plans for his clients, and is experienced in every aspect of affordable housing administration. In order to help practitioners better understand the State's complicated regulations, in 2006, CGP&H was retained, and Mr. Gottesman co-authored a supplementary manual to the State's Uniform Housing Affordability Controls, called "Understanding UHAC." That manual is still a major reference document for many Municipal Housing Liaisons, Administrative Agents and others throughout the state, to this day.

During his 33-year career, Mr. Gottesman has also been involved in the development of numerous affordable housing projects, the securing of more than $250 million in state and federal grant funding, and the writing and implementation of more than 200 professional planning documents. Currently, he is also working with several members of CGP&H's housing and planning team to prepare a comprehensive study on the state of Affordable Housing within the Meadowlands communities, and more specifically, evaluating and recommending appropriate implementation tools to help facilitate the development of essential affordable housing within the Meadowlands region. Prior to forming CGP&H in 1993, he spent 10 years with a central New Jersey consulting firm where he was responsible for supervising all planning, grant and affordable housing operations.

Mr. Gottesman received his Master's Degree in City and Regional Planning in 1981. He is also a licensed Professional Planner since 1984 (License # 3016). A hallmark of CGP&H's commitment to quality is Mr. Gottesman's involvement in all projects from conception to completion. He cost-effectively provides the benefits of his experience and a team approach to all assignments.

Mr. Gottesman has served on a local community bank's Community Reinvestment Advisory Board. Mr. Gottesman is a member of the American Planning Association, its New Jersey Chapter, and is a highly active member on it Affordable Housing Committee. Mr. Gottesman is also a member of the National Low Income Housing Coalition, New Jersey Planning Officials, and the Housing and Community Development Network of New Jersey. In addition, in 2006, Mr. Gottesman worked with other affordable housing professionals to form the Affordable Housing Professionals of New Jersey. This non-profit organization is dedicated to improving, statewide, the education, ethics, and efficiencies of affordable housing professionals. Mr. Gottesman completed his three year term as its President in 2012. He is also regularly asked to speak at seminars concerning his specialties of affordable housing and grant writing. During his children's formative years, Mr. Gottesman completed three terms on the East Windsor Regional School District, having served two terms as its president.

Megan York, PP, AICP, is Vice President at CGP&H. Ms. York has more than sixteen years experience in affordable housing compliance, community planning, grant writing, and CDBG management.

Ms. York currently supervises CGP&H's Administrative Agent team. In fact, Ms. York has dedicated much of her professional expertise in all matters relating to affordable housing including planning, implementation, and administration matters. Specifically, Ms. York's affordable housing expertise includes extensive affordable housing work, the supervising of approximately 2,000 affordable housing owner occupied and rental units in 30 locations throughout the state, as well as direct experience with non-profit housing management and implementation of municipally sponsored Affordable Housing programs. She has prepared housing elements and fair share plans for client municipalities and has extensive experience navigating rules and regulations relating to state affordable housing compliance procedures. She has created affordable housing operating manuals, affirmative marketing plans, spending plans and also managed all aspects of several Housing and Urban Development (HUD) special needs rental assistance programs including planning, grant writing, budgeting, and contract reporting throughout her impressive career. Municipal attorneys enjoy working with Ms. York and tapping her extensive knowledge in all affordable housing matters including foreclosure prevention. Ms. York is also responsible for overseeing COAH reporting within her client municipalities.

For example, in Howell Township (Monmouth County), Ms. York successfully committed the Township's affordable housing trust funds through securing development agreements with non-profits and establishing a down payment assistance program. She has overseen the development of 60 inclusionary rental units at Howell Verdana from project conception including pricing, deed restriction, affirmative marketing, random selection and income certification.

In addition to all of her Affordable Housing activities, Ms. York takes great interest in assisting municipalities and non-profits secure grants to implement programs and projects that improve their communities. Her background in community and neighborhood planning have enabled her to craft successful grant applications for planning grants, infrastructure improvements, public safety initiatives, and education-related grants.

As a community and neighborhood planner, Ms. York has worked with a variety of governmental entities as well as non-profit groups to identify community needs and develop comprehensive strategies to address those needs. For example, Ms. York developed the neighborhood plan for the West Side Neighborhood of Asbury Park as part of the successful application to the DCA for Neighborhood Revitalization Tax Credit (NRTC) Program approval. Prior to joining CGP&H, Ms. York developed neighborhood plans for eight Native Hawaiian areas on the Island of Kauai. This comprehensive planning effort included consultation with the Native Hawaiian community and prioritized the developed of three new residential areas.

Mary Alice Goss, Case Manager, has been with CGP&H since 1999, coming to us with more than 12 years of prior supervisory experience with non-profits as well as a successful enterprise in international business to her role as Affordable Housing Case Manager. As the administrative agent case manager assigned to Freehold Township, for example, Ms. Goss is responsible for the income certification of all buyers and the preparation of all closing documents. For the past ten years, she has also been responsible for managing housing rehabilitation cases from application through construction in municipalities including but not limited to the City of Passaic, Maplewood Township, Hightstown Borough, Freehold Borough and Freehold Township. She has also performed statewide outreach efforts for both homeowners and contractors, and is expert in recertifying existing tenants. Ms. Goss is a full time professional and is available as needed to process cases for Hoboken.

Ximena Calle, Case Manager, has been with CGP&H since 2004. Ms. Calle came to us with more than ten years administrative experience in New Jersey as well as in her native Ecuador. Her administrative agent duties include affirmative marketing, maintaining waiting lists, and income certifying buyers and renters of affordable units. Prior to moving full time as an Administrative Agent, Ms. Calle also processed housing rehabilitation cases from waiting list status to loan closing for various municipalities, always maintaining compliance with internal written procedures as well as the project Policies and Procedures Manual and all other relevant regulatory guidelines. She also assists in the marketing of various housing programs, handles telephone inquiries, processes subordination and loan payoff requests and provides verbal and written translation services to Spanish-speaking homebuyers and sellers as needed. Ms. Calle is a full time professional and is available as needed to process cases for Hoboken.

Katherine Moreno, Case Manager, joined CGP&H in the winter of 2013. She is a recent graduate of Westminster College in Utah. Ms. Moreno works closely with our two senior case managers on income certifications. In addition, she is responsible for regional affirmative marketing mailings, annual newsletters to homeowners, preparing closing documents, and conducting lotteries.

5. PAST PERFORMANCE

CGP&H has 13 years of experience in providing Administrative Agent services, and we specialize in all aspects of affordable housing, planning, affordable housing compliance, and the procurement of grants and loans for our clients to help implement its objectives. Our involvement in affordable housing projects grows every year. As of the writing of this proposal, CGP&H serves as the Administrative Agent for approximately 2,000 affordable homes in 30 New Jersey municipalities. Currently, two-thirds of all the professional services that our firm provides are related to affordable housing. Some examples of the affordable housing-related work that our team has designed and implemented include:

- Administrative Agent Services in compliance with Uniform Housing Affordability Controls (UHAC);
- Rehabilitation Programs;
- Expertise with Foreclosure and Enforcement Issues;
- Affordability Assistance Programs;
- Accessory Apartment Programs;
- Market to Affordable Programs;
- Income Eligibility Determinations;
- Affirmative Marketing Plans;
- Housing Element and Fair Share Plans;
- Development Fee Ordinances;
- In-Lieu Ordinances;
- Spending Plans;
- Affordable Housing Trust Fund Monitoring;
- Incorporating Compliance with State Affordable Housing Rules into Redevelopment Projects;
- Establishing and administering Regional Contribution Agreements; and
- Financial Packaging and Administration of Group Home Development Projects, Independent Living Projects and Inclusionary Developments.

Our current client base consists of municipalities, counties, affordable housing-based nonprofit corporations, and for-profit organizations working on specific affordable housing projects. In addition, municipal, county, state, federal and private housing programs are all represented in our current pool of projects. We bring the experience and sensitivity of working with each of these entities to every project. We have worked successfully in urban, suburban and rural communities on virtually every approach to affordable housing. The following client list demonstrates our extensive experience in administrative agent services and housing rehabilitation.

Summary of Related Projects

Municipality	Administrative Agent Responsibilities	Client Since
Allamuchy Township	30 Rental Units	2006
Berlin Township	40 Age Restricted Rental Units 28 Rental Units	2013
Bloomingdale Borough	9 Rental Units at Avalon Bloomingdale	2013
East Windsor Township	17 Rental Units	2012
Edgewater Borough	10 Rental Units at Avalon Edgewater & St. Moritz	2012
Franklin Township	54 Rental Units at Avalon at Somerset	2012
Freehold Township	244 Ownership Units 31 Rental Units at Avalon Freehold Affordability Assistance Program	2006
Hillsborough Township	15 Age Restricted Rental Units	2010
Holmdel Township	149 Ownership Units	2005
Howell Township	70 Age Restricted Ownership Units 6 Ownership Units 62 Rental Units Affordability Assistance Program	2004
Livingston Township	33 Age Restricted Rental Units 32 Rental Units Affordability Assistance Program	2012
Maplewood Township	20 Rental Units	1995
Montgomery Township	79 Ownership Units 210 Rental Units 60 Age Restricted Rental Units Affordability Assistance Program	2006
Mansfield Township	96 Ownership Units	2001
Marlboro Township	128 Ownership Units 80 Age Restricted Ownership Units	2014
Ocean Township	2 Rental Units	2008
Old Bridge	114 Rental Units 88 Age Restricted Rental	2014
Passaic City	10 Ownership Units	2010
Springfield Township	5 Accessory Apartments	2001
Stafford Township	45 Age Restricted Ownership Units 75 Ownership Units Affordability Assistance Program	2003
City of Summit	Affordability Assistance Program	2013
Union Township	59 Ownership Programs Units 31 Age Restricted Ownership Units	2014
Upper Freehold Township	5 Accessory Apartments	2004
Voorhees Township	23 Rental Units at Foster Square	2009
Wanaque Borough	10 Age Restricted Sales Units 18 Family Sales Units	1995
West Long Branch Borough	27 Rental Units at Avalon West Long Branch	2010
Willingboro Township	10 Ownership Units	2010
Winslow Township	40 Rental Units	2013
Woodbridge Township	70 Age Restricted Rental Units 5 Family Rental Units	2012
Wood-Ridge Township	41 Rental Units at Avalon Wesmont Station	2011

6. REFERENCES

Mayor Vic DeLuca
574 Valley Road
Maplewood, NJ 07040
Telephone: 973-762-8120
Services: Provide comprehensive Administrative Agent and Affordable Housing Planning for the Township. CGP&H has established inclusionary rental units in three projects and advises Township on affordable housing obligations. CGP&H also administers the Township's Housing Rehabilitation program.

Shari Weiner, Esq
Municipal Attorney for Livingston Township
51 Route 23 South
Riverdale, NJ 07457
Telephone: 973-835-0100
Services: Established affordability assistance program and housing rehabilitation program in Township. Assist Township with COAH trust fund monitoring. Responsible for updates to Affordable Housing Spending Plan and identifying new projects to commit trust funds including new group home projects.

Greg Franz
Borough Administrator
55 River Road
Edgewater, NJ 07020
Telephone: 201-943-1700 ext 3131
Services: Provide Administrative Agent services for inclusionary rental units throughout the Borough. Advise the Borough on the affordable housing requirements of new developments and assist with COAH reporting.

Beth Kinney
Director of Department of Community Services
512 Springfield Avenue
Summit, NJ 07901
Telephone: 908-277-9431
Services: Assist the City with establishing affordability assistance programs and other mechanisms to commit affordable housing trust funds.

Denise Fritz
Municipal Housing Liaison
4 Crawfords Corner Road
Holmdel, NJ 07733
Telephone: 732-946-2820, ext 1203
Services: Provide comprehensive Administrative Agent services for 149 ownership units since 2005.

7. TECHNICAL PROCESS AND EQUIPMENT

CGP&H's technical process is summarized in the Scope of Work Section of this RFP. We will draw upon our extensive experience to develop COAH compliant manuals and processes for the administration of the units. Our website, www.affordablehomesnewjersey.com is an excellent example of our approach to providing Administrative Agent Services and we encourage all reviewers of this proposal to visit that website. Our website is second to none, far exceeding COAH's affirmative marketing requirements and has made it easier for interested households to apply for affordable housing and find out details about available units. For those who prefer not using computers, applicants can request information via the telephone. We will also make preliminary applications available at various locations throughout Hoboken.

8. BUDGET AND SCHEDULE

Our fees and schedule for the proposed scope of work are summarized on the following page. The total not-to-exceed fee is $27,290. The chart outlining the budget and schedule is shown on the following page.

These fees do not include the set-up of new affordable housing programs including pricing, income certifying applicants, and the preparation of closing documents. CGP&H recommends whenever feasible that the developer be responsible for the cost of implementing the affordability controls and that this responsibility be stipulated in the development approvals. In addition, in the case of the resale of existing affordable homes, we recommend that some of the expense related to the long term stewardship of the affordable units be offset by fees charged to the seller of affordable homes.

Future CGP&H services for new rental and ownership programs that may be paid by the developer are:

- *Set-up Activities:* Set the pricing and bedroom requirements and draft deed restriction for the project.
- *Affirmative Marketing:* CGP&H will instruct the developer where advertisements must be placed and the frequency of advertisements. CGP&H will review and approve of the developer's advertisements to ensure they meet threshold criteria (Placing the advertisements and the cost of the advertisements will be the responsibility of the developer.) CGP&H will post the units on njhrc.gov and will conduct regional affirmative marketing activities to employers, community groups, and other entities. Units will also be marketed on CGP&H's own website, www.affordablehomesnewjersey.com. CGP&H will not provide services typically provided by a real estate agent such as open houses, showing the homes and other typical marketing services.
- *Distribute Pre-applications:* CGP&H will be listed as the primary contact on all advertisements and will be responsible for the distributing of pre-applications requested by all interested buyers.
- *Maintaining Waiting List and Random Selection:* CGP&H will maintain a master database of all pre-applications and conduct a required lottery to determine the order of the waiting list.
- *Processing Pre-Applications:* After random selection is completed, CGP&H will process the pre-applications to determine preliminary eligibility. Preliminary eligibility will be determined based on the household size and income information provided on the pre-application. A full income certification will be required before the household can purchase the unit.
- *Income Certifications:* CGP&H staff will work closely with the household to document their income and establish their eligibility according to State regulations.
- *Preparation of Closing Documents:* CGP&H will prepare affordable housing related closing documents for the project and attend closings if needed.

The following fees can be charged to homeowners:

- *Resales:* CGP&H will charge all homeowners who are selling their affordable home a fee of 2.75% of sales price to be paid at closing. This fee will include calculating the maximum resale price, income certifying the buyer and the preparation of the affordable housing closing documents.

  Review Home Equity Lines of Credit: Homeowners requesting review of home equity loans or subordinations will be charged $150 per review.

CGP&H Proposed Budget and Schedule

Task	Hourly Rate	Person Hours per Months 1-2	3-4	5-6	7-8	9-10	11-12	Total Hours	Total Estimated Fee	Direct Mailing Fees	Total Not to Exceed Fee
a. Affirmatively marketing of City of Hoboken administered affordable units. Tasks include: - Waiting list management - Consultation with City to establish affordable housing requirements for new projects - Consultation with develoeprs on preliminary pricing and affordable housing requirements - Implement affirmative marketing plan - COAH unit reporting	$ 120	30	15	15	15	15	15	105	$ 12,600	$ -	$ 12,600
b. Preparation of affirmative marketing operating manual	$ 120	12	0	0	0	0	0	12	$ 1,440	$ -	$ 1,440
c. Affirmative marketing of workforce units as needed	$ 120	5	5	5	5	5	5	30	$ 3,600	$ 500	$ 4,100
d. Assistance with Spending Plan components (ie, operating manual)	$ 120	15	10	0	0	0	0	25	$ 3,000	$ -	$ 3,000
e. Regional Contribution Agrement Reporting	$ 120	0	0		10	10	0	20	$ 2,400	$ -	$ 2,400
f. Affordable housing contact list preparation and distribution	$ 120	30	0	0	0		0	30	$ 3,600	$ 150	$ 3,750
Sum		92	30	20	30	30	20	222	$ 26,640	$ 650	$ 27,290

City Of Hoboken

RFP 14 - 10

Professional Services – Affordable Housing Administrative Agent

Required by owner	Submission Requirement Checklist	Initial each required entry and if required submit the item
☒	One (1) original, three (3) copies and one (1) electronic copy of submission on compact disk ("CD") or USB key ("thumb drive")	
☒	Proposal Forms	
☒	Appendix B – Americans with Disabilities	
☒	Mandatory Affirmative Action Compliance Language	
☒	Stockholder Disclosure Certification	
☒	Americans with Disabilities Act of 1990 - Acknowledgement	
☒	Nuclear – Free Hoboken Ordinance	
☒	Non-Collusion Affidavit	
☒	Addenda (um) Forms (where applicable)	
☒	Disclosure of Investment Activities in Iran	
☒	Proof of Business Registration Certificate	
☒	Insurance Certificate or Certification of Agent	
☒	Submission Requirement Checklist	

***This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

EXCEPTIONS and ADDENDUM TO SPECIFICATIONS

RFP 14 - 10

Professional Services – Affordable Housing Administrative Agent

COMPANY NAME _____

Addendum:

1.

Exceptions:

1.

RFP 14 - 10

Professional Services – Affordable Housing Administrative Agent

FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME CGP&H, LLC

COMPANY LOCATIONS (if more than one, list principal location first)

101 Interchange Plaza, Suite 301

Cranbury, NJ 08512

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

See attached.

NUMBER OF EMPLOYEES 14

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

See attached.

YEAR COMPANY WAS ESTABLISHED 1993

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: CGP&H, LLC SIGNATURE: Randall Gottesman

PRINT NAME: Randall Gottesman TITLE: President

DATE: 6/9/2014

Certification 41169

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2007 to 15-DEC-2014

CGP&H, LLC
569 ABBINGTON DRIVE
E.WINDSOR NJ 08520

Acting State Treasurer

STOCKHOLDER DISCLOSURE CERTIFICATION

STOCKHOLDER DISCLOSURE FORM

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Partnership

☐ Limited Liability Corp. ☐ Limited Liability ~~Partnership~~ Company ☐ Subchapter S Corporation

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

Stockholders:

Name: Randall Gottesman Home Address: 11 Inverness Lane East Windsor, NJ 08520	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 9 day of June, 2014.

(Notary Public) Katherine E. Moreno

My Commission expires:

(Affiant)

Randall Gottesman

(Print name & title of affiant)

KATHERINE E. MORENO
Commission # 2438678
Notary Public, State of New Jersey
My Commission Expires
September 23, 2018

AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: CGP&H, LLC

SIGNATURE: Randall Gottesman

PRINT NAME: Randall Gottesman

TITLE: President

DATE: 6/9/2014

THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

****

CERTIFICATION: I hereby certify that CGP&H, LLC **does not** engage in the production of nuclear weapons or components. (Name of Vendor)

6/9/2014
Date

Signature
President
Title

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Mercer

I, Randall Gottesman residing in East Windsor

(name of affiant) (name of municipality)

in the County of Mercer and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of CGP&H, LLC

(title or position) (name of firm)

_____ the Vendor making this Proposal for the proposal entitled Professional Services Administrative Agent, and that I executed the said proposal

(title of proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Hoboken** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CGP&H, LLC

(name of Vendor)

Subscribed and sworn to
before me this day June 9 20 14

Randall Gottesman

(Type or print name of affiant under signature)

Notary Public of Katherine E. Moreno

My Commission expires _____ 20_____

KATHERINE E. MORENO
Commission # 2438678
Notary Public, State of New Jersey
My Commission Expires
September 23, 2018

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

City of Hoboken

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

[XX] **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

[ ] **I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.
PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____ Relationship to Bidder/Vendor:_____

Description of Activities:

_____

_____

Duration of Engagement:_____ Anticipated Cessation Date_____

Bidder/Vendor_____

Contact Name:_____ Contact Phone Number:_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Hoboken is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Hoboken and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Randall Gottesman Signature: Randall Gottesman

Title: President Date: 6/9/2014

Bidder/Vendor: CGP&H, LLC

12/09/13

Taxpayer Identification# **261-266-747/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CGP&H, LLC

TRADE NAME:

ADDRESS:

101 INTERCHANGE PLZ STE 301
CRANBURY NJ 08512-3716

SEQUENCE NUMBER:

1363338

EFFECTIVE DATE:

09/27/07

ISSUANCE DATE:

12/09/13

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

104-081. D205846V

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Allen & Stults Co, Inc.
106 N. Main St, P.O. Box 110
Hightstown NJ 08520

CONTACT NAME: Heather Lawrence
PHONE (A/C, No, Ext): (609) 448-0110 FAX (A/C, No): (609) 448-8063
E-MAIL ADDRESS: hlawrence@allenstults.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Cas Co of Reading PA	20427
INSURER B: Valley Forge Ins Co	20508
INSURER C: Continental Casualty Co	20443
INSURER D: Hartford Underwriters Ins Co	30104
INSURER E:	
INSURER F:	

INSURED
Community Grants & Planning Inc., DBA: CGP & H
101 Interchange Plaza
South Brunswick NJ 08512

COVERAGES CERTIFICATE NUMBER: CL1311800659 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			1062045283	12/20/2013	12/20/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5085660680	12/20/2013	12/20/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist property	$
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2095617327	12/20/2013	12/20/2014	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		13WECBJ4919	12/18/2013	12/18/2014	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence

CERTIFICATE HOLDER

CGP&H
101 Interchange Plaza
Suite 130
Cranbury, NJ 08512

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heather Lawrence/HLL Heather Lawrence

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BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the CGP&H, LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Hoboken as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

[X] I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability ~~Corporation~~ Company ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Randall Gottesman	11 Inverness Lane, East Windsor, NJ 08520

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CGP&H, LLC
Signature of Affiant: Randall Gottesman Title: President
Printed Name of Affiant: Randall Gottesman Date: 6/9/14

Subscribed and sworn before me this 9 day of June, 2014

My Commission expires:

Matthew E. O'Neill
(Witnessed or attested by)

(Seal)

KATHERINE E. MORENO
Commission # 2438678
Notary Public, State of New Jersey
My Commission Expires
September 23, 2018

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
City of Hoboken, NJ

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~~~~~~~~~~~~~~~~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part…

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: …; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)
~~~~~~~~~~~~~~~~~~~~~~~~

BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE

Board of Professional Planners

HAS LICENSED

RANDALL M. GOTTESMAN
CGP&H LLC
101 Interchange Plaza
Suite 301
Cranbury NJ 08512

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

04/08/2014 TO 05/31/2016
VALID

33LI00301600
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Professional Planners
HAS LICENSED
RANDALL M. GOTTESMAN
Professional Planner

04/08/2014 TO 05/31/2016
VALID

33LI00301600

SIGNATURE

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:

Board of Professional Planners
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

BACKGROUND AND MULTIPLE SECURITY FEATURES, PLEASE VERIFY AUTHENTICITY

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE

Board of Professional Planners

HAS LICENSED

Megan H York
51 Alexander Avenue
Montclair NJ 07043

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

04/09/2014 TO 05/31/2016
VALID

33LI00596600
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Professional Planners
HAS LICENSED
Megan H York
Professional Planner

04/09/2014 TO 05/31/2016
VALID

33LI00596600

SIGNATURE

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:

Board of Professional Planners
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

8

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR CITY ENGINEER FOR ENERGY PURCHASE CONSULTING SERVICES FOR A ONE YEAR TERM TO COMMENCE JULY 9, 2014 AND EXPIRE JULY 8, 2015

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

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration and City Council included T&M Associates on the CY2014 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration has now determined that T&M Associates can provide the City with the most effective and efficient City Engineering services for the Energy Purchasing Consulting services, in accordance with their attached proposal dated April 29, 2014; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to T&M Associates for the City's Engineering for the Energy Purchasing Consultant services, in accordance with their attached proposal dated April 29, 2014, which requires no upfront costs by the City, but entitles T&M Associates to certain fees paid by the winning energy bidder pursuant to their "Schedule of Fees" within their April 29, 2014 proposal, with a one (1) year term to commence on July 9, 2014; and,

WHEREAS, certification of funds is NOT required for this contract award.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded with no upfront contractual costs to the City, but with the winning energy bidder subject to the "Schedule of Fees" as described in the vendor's April 29, 2014 proposal, with a one (1) year term to commence on July 9, 2014, for services as Municipal Engineer for the Energy Purchase Consultation services, in accordance with the attached proposal, and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of T&M Associates' attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

T&M Associates
1256 North Church Street

Moorestown, New Jersey 08057

Meeting date: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

YOUR GOALS. OUR MISSION.

April 29, 2014

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

Re: Professional Services Proposal for Energy Consultant and Procurement Advisory Services, City of Hoboken, New Jersey

TMOH14381

Dear Mr. Wiest:

T&M Associates (T&M) is pleased to submit the following proposal to provide Energy Consulting and Procurement Advisory Services for the City of Hoboken (the City) as needed or requested. Registered with the New Jersey Board of Public Utilities as an Energy Agent, an Energy Consultant and Private Aggregator, T&M strives to provide our municipal clients with strategic and operational advice that is in full compliance with Local Public Contracts Law and within all relevant regulatory guidelines.

Tara Pasca will serve as the principal point-of-contact and Project Manager for Energy Procurement. Ms. Pasca can be contacted directly at 856.505.3848 or via email at TPasca@tandmassociates.com.

Project Background

As you know from your own experience, purchasing electricity is relatively unique from most procurement because the number of potential suppliers is limited by regulation.

In preparation for its next supply agreement, we recommend that the City appoint T&M Associate's Energy Procurement Advisory Services Group as the Energy Consultant to prepare a Request for Bids (RFB) for the purchase of electricity and natural gas supplies.

T&M's services include, but are not limited to, monitoring energy markets and identifying buying opportunities based on commodity market conditions; preparing and issuing the RFBs; qualifying bidders; conducting bid openings or online reverse auctions; assisting clients with contract execution and regulatory approvals; reviewing bids and providing recommendation of awards, if warranted, by estimated cost savings; working with winning bidders to assure proper account transitions; and providing the client with account service through the term of the supply agreement(s) and the client engagement.

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T&M proposes to provide the following Energy Procurement Advisory Services to the City:

Develop Energy Procurement Strategy

- Analyze utility tariff rates to evaluate potential for reduced costs
- Prepare and process Letter of Authorization forms with utility company and third party suppliers (TPS) to collect electricity and natural gas usage through Electronic Data Interchange (EDI).

Data Management & Analytics

- Organize electricity usage (which will include both facility accounts and street lighting accounts), utility and TPS (if available) billing data by account, to include:
  - Monthly energy usage and billing demand
  - Capacity and transmission obligations
  - Load profile and usage characteristics
  - Interval data as required
- Organize natural gas usage, utility and TPS (if available) billing data by account, to include:
  - Monthly natural gas metered usage
  - Highest Monthly Average Demand (HMAD)
  - Balancing charges based on minimum daily quantity (MDB)
  - Load profile and usage characteristics
- Assemble data and format by utility rate class into RFB specification.
- Analyze pricing models to determine the most appropriate products and alternatives for use in the RFB Pricing Form.
  - This expedites the evaluation of bid responses against the utility company's "price to compare" for each rate class.

Execute Procurement

T&M is an approved provider of online reverse auctions for the purchase of energy generation services by the New Jersey Department of Community Affairs, Department of Local Government Services (NJDCA/DLGS) and will recommend this process for securing the best prices available to the City.

- To secure the best prices available, T&M will facilitate timing of the RFB by considering the following:

- Commodity supply requirements
- Market conditions
- Contract durations and structures
- Pricing alternatives
- Potential TPS bidder participants

- Upon completion of the auction, T&M will:
  - Review and evaluate all bids
  - Estimate net savings to the City resulting from best bid price(s)
  - Recommend award of supply agreement to bidder(s) of best price(s)
  - Facilitate contract review and execution of supply agreement(s)
  - Assist the City with preparation of resolutions needed to award supply agreement(s)
  - Report bid result(s) to the Business Administrator by creation and distribution of an Executive Summary
  - Assure that the winning TPS enrolls all accounts properly and that the utility acknowledges enrollment transitions

Account Service and Administrative Follow-up

- T&M will continue to support the City by providing a single point of contact with utility, TPS and regulatory matters in regard to:
  - Energy budgeting and planning
  - Account enrollment issues
  - Invoice management services
- During the course of the Energy Consulting and Procurement Advisory Services engagement, T&M will continue monitoring the energy markets and regulatory events that are relevant and proactively advise the City of potential price impacts or bid opportunities.

EXCEPTIONS

Our services will be limited to that which is described above. Should additional services be requested, we will work with the City to address them.

SCHEDULE OF FEES

T&M's fee for electric procurements will be $0.002 per kWh purchased from the winning TPS bidder. T&M's fee for natural gas will be $0.025 per Therm ($0.25 per Dekatherm). This fee will be identified in the bid specification (RFB) and requires no out-of-pocket expenditures for the City of Hoboken. The fee will be based on metered energy usage and

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will be paid by the winning TPS bidder directly to T&M for the term of the supply agreement between the City and the winning TPS bidder.

TERMS AND CONDITIONS

This proposal is subject to the attached Standard Terms & Conditions for Professional Services.

We thank you for the opportunity to submit this proposal. If you have any questions concerning this proposal or our services, please contact Tara or myself. I can be reached directly at 908.347.5094 or DSwayze@tandmassociates.com.

Very truly yours,

Daniel G. Swayze

Daniel G. Swayze, P.E., C.M.E.
Senior Vice President
Regional Manager, Energy & Utilities

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T&M ASSOCIATES CLIENT AGREEMENT

The undersigned, having power to bind the City of Hoboken, New Jersey, has read, understood and hereby accepts this proposal.

The following agreement is hereby entered into on the _____ day of _____ 2014 between T&M Associates, whose principle offices are at Eleven Tindall Road, Middletown, NJ 07748 ("T&M") and the City of Hoboken whose principle offices are at 94 Washington Street, Hoboken, NJ 07030 ("Client").

T&M agrees to represent the Client in negotiations, brokering and procurement of energy supplies, and to provide energy management consultation as requested by the Client. The Client agrees to work with T&M on an exclusive basis.

Client hereby engages T&M to request bids from licensed Energy Generation Suppliers, to negotiate bid prices on behalf of Client and to perform energy engineering and economic analysis as needed. Energy Generation Suppliers are hereby instructed to forward all offers and communications regarding Client directly to T&M.

CLIENT: **CITY OF HOBOKEN, NJ**

Signature: _____ Print Name: _____

Title: _____ Date: _____

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T&M ASSOCIATES
STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal/Scope of Services. The term "T&M" refers to T&M Associates. The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal/Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal/Scope of Services.

1. **SCOPE OF SERVICES.**

   a. Descriptions of the Services to be provided by T&M are set forth in the Proposal/Scope of Services. Services not set forth in the Scope of Services, or specifically itemized as Additional Services, are excluded from the scope of T&M's services and T&M assumes no responsibility to perform such additional services. If additional services become necessary during the course of the project, T&M can perform such additional services in accordance with a written agreement between the Client and T&M.

   b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and any applicable Work Authorization are fully executed and delivered to T&M.

2. **COMPENSATION.**

   a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time services are performed.

   b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges, including without limitation application fees, printing and reproduction, courier and express delivery service, bulk/special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.

   c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due upon presentation. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of 1.0% per month until paid in full.

   d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE the Client shall be deemed to be in breach of this Agreement and any other agreements between client and T&M. If a payment is PAST DUE, T&M may suspend performance of services of all services provided to client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from the suspension of services caused by the Client's breach of this Agreement and T&M's suspension of services.

   e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination. Neither T&M nor Client will be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including commercial loss, delays, lost profits or revenues or opportunities resulting from any termination of this Agreement.

f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.

g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted practices consistent with T&M's procedures.

3. **STANDARD OF CARE.** The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's services.

4. **GOVERNING LAW.** The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

5. **OWNERSHIP AND USE OF DOCUMENTS.** All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement ("Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for services rendered is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorney's fees and costs, arising out of such reuse by Client or by others acting through Client.

6. **SITE CONDITIONS.** T&M shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

   Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

   The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including but not limited to environmental, geotechnical or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless T&M agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information

contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by T&M or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to site conditions.

7. **UNANTICIPATED CONDITIONS.** If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Scope of Services, T&M will notify the Client. Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the services effective on the date specified by T&M in writing. Client shall waive any claim against T&M and agrees to indemnify and defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.

8. **HAZARDOUS CONDITIONS.** It is acknowledged by both parties that T&M's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of T&M services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise Client so Client may notify appropriate authorities. If Client fails to act in a responsible manner, T&M may notify the appropriate authorities. Client waives any claim against T&M and agrees to defend, indemnify and save T&M harmless from any claim or liability arising from the conditions or notifications of conditions at the site.

9. **CONSEQUENTIAL DAMAGES.** In no event shall T&M be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.

10. **INSURANCE.** T&M shall maintain for the term of this

    ☐ Worker's Compensation and Employer's Liability insurance, statutory limits.

    ☐ Comprehensive General Liability insurance, a total of $1,000,000 each occurrence and $2,000,000 in aggregate.

☐ Comprehensive Automobile Liability insurance, a total of $1,000,000 each occurrence and $2,000,000 in aggregate.

☐ Professional Errors and Omissions insurance with a per claim limit of not less than $3,000,000.

11. **INDEMNIFICATION.** T&M agrees, subject to the provisions contained herein, to indemnify Client, and Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. **This indemnification provision is subject to and limited by the provisions agreed to by Owner and Engineer in the "Limitations of Liability" section of these Standard Terms and Conditions.**

    The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable. T&M is not obligated to indemnify the Client for the Client's own negligence.

12. **LIMITATION OF LIABILITY.** Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to T&M's services on this project, shall be limited to the total sum of $50,000.00 or T&M's total fee for services rendered on this project, whichever is less. Client hereby releases T&M from any liability above such amount. The Client and T&M waive such claims and causes including, but are not limited to negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits, strict liability, breach of contract or breach of warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.

13. **CONSTRUCTION COST ESTIMATES.** The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but does not represent or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost. Client acknowledges that neither T&M nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.

14. **RESPONSIBILITY DURING CONSTRUCTION.** T&M's services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

15. **CONFIDENTIALITY.** T&M will not intentionally divulge information regarding the Project which Client designates as confidential, except to Client or parties designated by Client or in response to subpoena or other similar legal requirements. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Client authorizes T&M to identify Client as a T&M client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.

16. **INDEPENDENT CONTRACTOR.** Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.
17. **ASSIGNMENT.** Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the parties hereto and upon their respective assigns and successors.
18. **DISPUTE RESOLUTION.** Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes between to non- binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.
19. **SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.
20. **SURVIVAL.** The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.
21. **ENTIRE AGREEMENT.** This Agreement (consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. To the extent Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

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Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION APPOINTING THE FOLLOWING INDIVIDUAL AS A MEMBER TO THE CITY OF HOBOKEN ZONING BOARD OF ADJUSTMENT

WHEREAS, pursuant to the Code of the City of Hoboken, §44-11, the City of Hoboken has established a Zoning Board of Adjustment; and,

WHEREAS, pursuant to an amendment to §44-11, members of the Zoning Board of Adjustment are now appointed by the City Council, rather than the Mayor; and,

WHEREAS, there is currently a vacancy on the Zoning Board of Adjustment, in the position of Regular Member due to a resignation by Brian Urbano, who had been appointed to fill the remainder of a four year term set to expire on December 31, 2014; and,

WHEREAS, the City Council has followed the process contemplated by the "Citizens Service Act," in that applications for the position were publicly sought and reviewed, and the following appointee timely submitted their applications to the Clerk of the City of Hoboken;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby appoints the following individuals to serve as described below on the City of Hoboken Zoning Board of Adjustment, for the terms described below:

Appointee Name/Address	Current Member	Title	Commencement	Expiration	Term
Carol Marsh 1232 Garden Street, Hoboken NJ 07030	Vacant (Resignation of Brian Urbano)	Regular Member	Immediately upon oath	Dec. 31, 2014	Four Year (<1 year remaining)

This resolution shall take effect **immediately** upon passage.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: July 9, 2014

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

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

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO BOSWELL ENGINEERING FOR CITY ENGINEER FOR HAZARD MITIGATION AT THE MIDTOWN GARAGE AND MULTISERVICE CENTER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS ($30,000.00) FOR A ONE YEAR TERM TO COMMENCE JULY 1, 2014 AND EXPIRE JUNE 30, 2015

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

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration and City Council included Boswell Engineering on the CY2014 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration has now determined that Boswell Engineering can provide the City with the most effective and efficient City Engineering services for the Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with their attached proposal dated June 23, 2014; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to Boswell for the City's Engineering for the Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with their attached proposal dated June 23, 2014, for a total contract amount of Thirty Dollars ($30,000.00), with a one (1) year term to commence on July 1, 2014, of which FEMA has advised the City that the costs are reimbursable by FEMA; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $30,000 is available in the following appropriation 4-01-31-461-000 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2014; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____ **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Thirty Thousand Dollars ($30,000.00), with a one (1) year term to commence on July 1, 2014, for services as Municipal Engineer for the Hazard Mitigation at the Midtown Garage and Multiservice Center Project, in accordance with the attached proposal, and wtih the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Boswell's attached proposal shall govern the contract, and no

changes may be made without the prior written consent of both parties.

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

Boswell Engineering
South Hackensack, New Jersey

Meeting date: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Absent

Councilperson	Yea	Nay	Abstain	
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: JUL 09 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-31-461-000 ... Desc: Engineering ...

Acct Type: Line Item 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				Current Period	
Encumber:	152,413.50	Budgeted:	320,000.00	Expended:	.00
Expended:	41,642.91	Balance:	125,943.59	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	430.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	125,513.59		
Cancel:	.00				

BOSWELL MCCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
EST. 1924
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

June 23, 2014

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

Re: Proposal for Hazard Mitigation Measures at
Midtown Garage and Multi-Service Center
City of Hoboken
Hudson County, New Jersey
Our File No. PR-14-5852

Dear Mr. Wiest:

In accordance with your request, Boswell McClave Engineering (Boswell) is pleased to submit the following proposal for the professional engineering services associated with the above referenced project.

PURPOSE

As you know, our firm prepared a Flood Mitigation Techniques report for all municipal facilities in June of last year. This report was utilized by the City's grant consultant to complete Project Worksheets (PWs) for each facility, the forms utilized by the Federal Emergency Management Agency (FEMA) in conjunction with the State of New Jersey (State) when assessing potential mitigation. We have been working closely with the City's grant consultant in reviewing these PWs and were informed that FEMA recently approved work at both the Midtown Garage and the Multi-Service Center. It is our understanding that the City is looking to move forward with implementing hazard mitigation measures at both of these facilities.

The following is a breakdown of our proposed services regarding these projects.

SCOPE OF SERVICES

Boswell will perform the following scope of services:

1. Prepare engineering plans and specifications consistent with the scope of work listed in the corresponding PWs

2. Prepare flood wall deployment strategies specific for each facility. These strategies will include estimated time and personnel necessary to deploy flood barriers, a detailed assembly schedule listing the sequence of events during deployment, and a breakdown/storage sequence.

3. Prepare a checklist for each facility detailing mitigation measures to be implemented

4. Coordination with the City's grant consultant, FEMA, and the State as needed

5. Prepare construction cost estimates for proposed work

6. Finalize bid documents and advertise the project

7. Coordinate and attend a pre-construction meeting with appropriate City officials, utility companies and other parties affected by the construction activities

8. Provide inspection services during the construction phase

9. Review contractor invoices to the City

10. Provide a training and education session for each facility's staff and Office of Emergency Management (OEM) personnel. Session will include installation, breakdown, and storage of flood barriers.

11. Generate a maintenance/decontamination schedule, storage recommendations, and continued training recommendations

12. Make a final inspection of the project improvements

13. Prepare closeout documentation required by FEMA and the State and submit for final reimbursement

FEE PROPOSAL

Boswell will perform the engineering services described above for a cost not to exceed $30,000.00 for design and $40,000.00 for construction inspection. Additional work above and beyond what is outlined in this proposal will be performed as authorized by the City of Hoboken. All extra work will be billed on the basis of our standard hourly rates in effect at the time the work is performed.

ITEMS NOT INCLUDED IN SCOPE OF WORK

The following items are excluded from this proposal:

1. Field and topographic surveys
2. Structural plans (including retaining walls)
3. Permit fees
4. Environmental remediation

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the work.

We wish to thank you for this opportunity to offer our services. If you have any questions, please do not hesitate to contact Joseph A. Pomante, P.E., Rebecca E. Mejia, P.E. or me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

James D. Kelly

James D. Kelly, P.E.

JDK/REM

140416REMP1_HMP_Amended140623.doc

When disaster-related damage is discovered during a survey or is evident from other observation, inspection of only the damaged section is eligible. That limited cost may be included in the PW for the damages.

After a facility is determined to be damaged, costs for an engineering evaluation to determine the type and extent of repairs necessary to return the facility to its pre-disaster condition is eligible as part of the costs of permanent repair.

Donated Resources

Third party donated resources (volunteer labor, donated equipment, and donated materials) are eligible to offset the non-Federal portion of the cost for emergency work. (See FEMA Policy 9525.2, Donated Resources.) The amount of credit that can be applied to a project is capped at the non-Federal share so that the Federal share will not exceed the applicant's actual out-of-pocket costs. Any excess credit can be applied to other emergency work projects of the same applicant.

Donated resources must apply to actual eligible emergency work, such as debris removal or the filling and placing of sandbags. An example of ineligible donated resources is volunteers helping individuals applying for assistance. The donated services must be documented and must include a record of hours worked, number of workers at the work site, and a description of work.

Volunteer labor will be valued at the same hourly labor rate as a similarly qualified person in the applicant's organization who normally performs similar work. If the applicant does not have employees performing similar work, the rate should be consistent with that for a similarly qualified person ordinarily performing the work in the same labor market.

The value for donated equipment should be determined by using the applicable FEMA equipment rate and multiplying it by the number of hours the piece of equipment was used to perform eligible work.

Donated materials are valued at the current commercial rate. If the materials were donated by a Federal agency, such as sandbags donated by the USACE, the value of the materials cannot be applied as credit.

Engineering and Design Services

The costs of basic engineering and design services normally performed by an architectural-engineering firm on complex construction projects are eligible for reimbursement. Such services include:

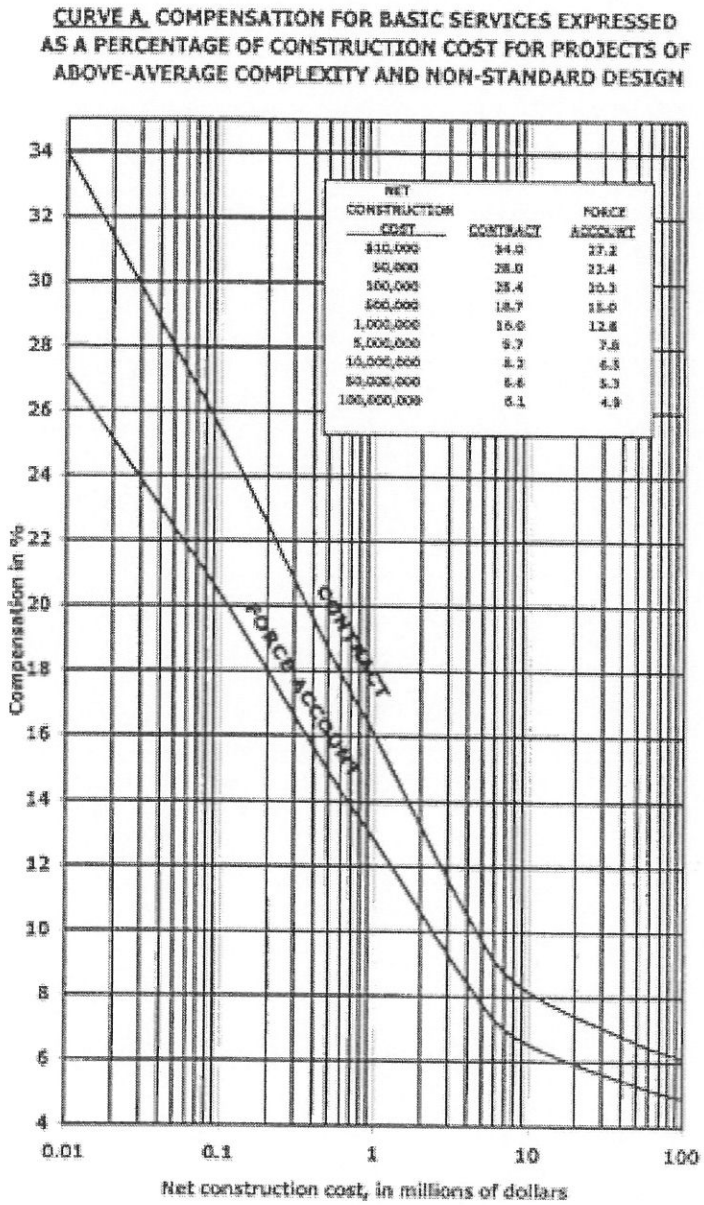
- preliminary engineering analysis;
- preliminary design;
- final design; and
- construction inspection.

While a final inspection and reconciliation will be used to determine the actual costs for reimbursement of these services, the costs can be estimated during project formulation using a percentage of the construction cost. Percentages are derived from FEMA engineering and design services cost curves. These curves, which were developed for FEMA from data developed by the American Society of Civil Engineers Committee on Professional Practice in 2005, show a correlation between engineering costs and total construction costs. These curves are shown in Figures 3 and 4. To use the curves, estimate construction costs for a project. Find the construction cost on the horizontal axis and, using the appropriate curve for either force account or contract work, read the associated percentage of engineering and design services from the vertical axis. This percentage can be multiplied by the estimated construction cost to determine an appropriate engineering and design cost estimate.

Curve A applies to projects of above-average complexity and non-standard design. Examples of such projects include:

- airports with extensive terminal facilities;
- water, wastewater, and industrial waste treatment plants;
- hospitals, schools, and office buildings;
- power plants;
- large dams and complicated small dams;
- highway and railway tunnels;
- pumping stations;
- incinerators; and
- complicated waterfront and marine terminal facilities.

Figure 3:
Engineering and Design Services of Above-Average Complexity



NOTE: "Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

Curve B applies to projects of average complexity. Examples of such projects include:

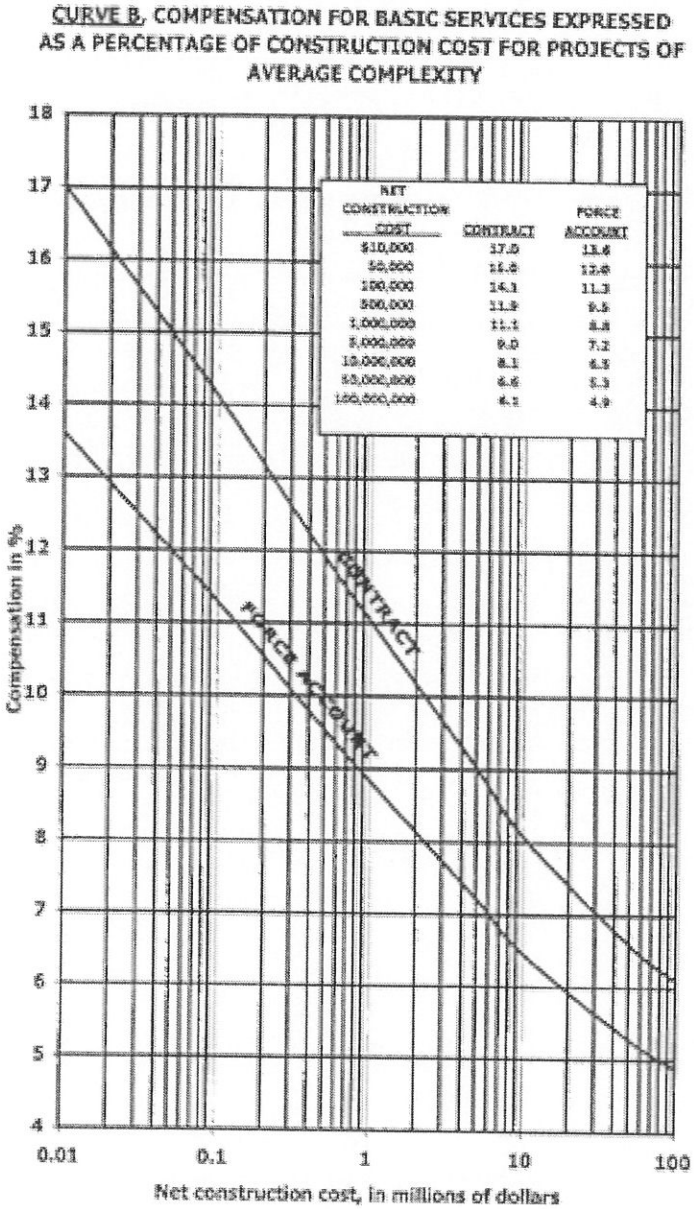
- industrial buildings, warehouses, garages, hangars, and comparable structures;
- bridges and other structures of conventional design;
- simple waterfront facilities;
- roads and streets;
- conventional levees, floodwalls, and retaining walls;
- small dams;
- storm sewers and drains;
- sanitary sewers;
- water distribution lines;
- irrigation works, except pumping plants; and
- airports, except as classified for Curve A.

In addition to the basic engineering services, special services may be required for some projects. Such services include engineering surveys, soil investigations, services of a resident engineer, and feasibility studies. Because special services are not required on all projects, they are not included in the percentages on the engineering and design services curves. These services are estimated separately.

If a project requires only basic construction management, a fee not exceeding 3 percent of construction costs may be used for the estimate. Management functions include review of bids, work site inspection visits, checking and approval of material samples, review of shop drawings and change orders, review of contractor's request for payment, and acting as the client's representative. An example of a project requiring only inspection services but no design and engineering would be a building repair project that only included patching and painting damaged interior wall. Another example would be where a contractor is hired to repair local roads back to the pre-disaster condition, using local construction standards.

Estimates for engineering and design services and construction inspection typically are not included in small project estimates or

Figure 4:
Engineering and Design Services of Average Complexity



NOTE: "Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

emergency work project estimates except for complex projects or projects where special services are required.

Actual costs, not estimated costs, for eligible engineering and design services should be claimed in large project final inspection and reconciliation. Costs that exceed the amounts determined by use of these curves will be reviewed for reasonableness and funded accordingly.

Project Supervision and Grant Management Costs

Applicants have several types of eligible supervisory and management costs available that serve different purposes and need to be identified and claimed separately. (See FEMA Policy 9525.6, Project Supervision and Management Costs of Subgrantees.) Commingling of these various costs and claiming them incorrectly may result in loss of eligible reimbursement. Project management costs provided when using the Cost Estimating Format methodology for estimating project costs (see pages 105–106) must not duplicate other requests for reimbursement.

The following items may be eligible project supervision and management costs:

A. **Supervision and Management by Force Account.** In general, applicant expenses for administration and management activities not specifically accountable to an eligible work project are ineligible. The regular time salaries of an applicant's permanently employed personnel who supervise or manage emergency work performed by an applicant's employees (or by contractors) are not eligible; only overtime costs are eligible for emergency work. Labor costs of second level supervisors (and above) are ineligible unless the applicant can account for specific time spent on eligible permanent projects. Generally, the labor costs of only first line supervisors of permanent work are eligible.

B. **Project Management Activities.** Project management is the oversight of an eligible project from the design phase to the completion of work. Eligible project management activities are those activities that the applicant would have performed in the absence of Federal funding, such as:

- direct management of projects in the concept and design stages that are being designed by an applicant's in-house staff, or by an architectural/engineering firm retained to analyze and design the repair or replacement of damaged facilities;

- procurement activities for architectural/engineering services and performance of work;
- review and approval of the project design regardless of who performs the design work; and
- management of construction work by contractors.

C. **Master Service Agreements.** Local governments occasionally enter into Service Agreements or Master Service Agreements (MSAs) with private contractors for management or overview of disaster work. The agreements typically involve a broadly defined scope of services, allowing the local government to use the contractor for multiple tasks. An MSA might include various tasking for architectural/engineering services, construction and construction management services, procurement assistance (bid document preparation, bid analysis and review, etc.), and other technical services (environmental and historic consulting etc.). The eligibility of specific costs payable under an MSA depends upon the nature of the work. If a task under the MSA meets FEMA eligibility criteria, complies with 44 CFR Part 13, does not duplicate other work funded by FEMA, and is directly related to a specific, FEMA-approved project, the cost may be incorporated into the PW for the project it is supporting. Any general MSA costs not directly related to the performance of a specific eligible project are not eligible for reimbursement. Some of these costs may be covered by the Administrative Allowance (e.g., preparing the grant application). A separate PW just for MSA activities may not be prepared. Grantees employing similar services may request coverage of these expenses on a State Management PW.

D. **Administrative Allowance.** Federal regulations for grant programs allow the grant recipients to claim reasonable administrative costs, unless the law authorizing a grant program includes specific provisions for these costs. For the PA Program, the Stafford Act stipulates that each grant recipient be provided an allowance to meet the cost of administering the grant. The allowance is calculated differently for applicants and States and covers different costs for each.

Applicants. The Administrative Allowance for applicants (subgrantees) covers direct and indirect costs incurred in requesting, obtaining, and administering Public Assistance, i.e., grant management. No other administrative or indirect costs

Project	Total Amount	Paid	RFR Remaining	Actions Required
Parking Meters (on street not in garage)	$215,098.04	$0	$215,098.04	Check to see if insurance paid full amount. If not, submit RFR
Debris Removal	$1,192,243.19	$822,904.33	$250,114.54	RFR for FA Labor & Equipment- upload requested timesheets from Leo for the dates requested by Colleen. check with Colleen to see if Scope of Work Change request
Emergency Protective Measures	$1,504,391.93	$564,146.97	$789,805.77	RFR for FA Labor and Equipment- check with Colleen on the status of the Scope of Work Change request (project specialist shorted FA labor hours by $188,000.00
Hoboken Public Library	$106,368.08	$33,653.77	$62,077.50	Check with library for additional costs/final invoices
Midtown Garage	$280,132.25		$280,132.25	$233,420.00 is for HMP RFR for $46,712.25: $11,033.05 in contract costs $1,980.00- City DAC $6,737.20- TCS DAC $26,962.00- Materials, FA Labor etc.
Multi-Service Center	$328,901.41	$157,869.23	$138,142.04	$150,040.00 for HMP
Fire Department Contents	$431,066.05	$0	$431,066.05	Get final invoices and submit RFR (We need to firm up these numbers- my total is a little off- I believe it's due to the deductions) Site 1: Engine 2 Fire Station: $12,458.93 Site 2: Ladder 2, Engine 5 Fire Station (Observer Hwy): $44,222.20 (- $21,111.10 NFIP) = $23,111.10 Site 3: Headquarters (containers): $407,285.71 (-$78,811.31 & -$1,995.00) =$326,479.40 Site 4: Engine 6 Fire Station: $19,614.43 (-$5,637.13)= $13,977.30 Site 5: Boat Lift: $59,193.52
Pier C Park	$370,313.97	$206,737.97	$126,544.60	Get final invoices from Max Adamo and submit RFR

FLOOD MITIGATION TECHNIQUES

City of Hoboken
Hudson County, New Jersey

Our File No. HO-482

DRAFT

BOSWELL ENGINEERING
SOUTH HACKENSACK, NEW JERSEY
ENGINEERS • PLANNERS • SURVEYORS • SCIENTISTS

JUNE 2013

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DRAFT

INTRODUCTION

This report serves to examine flood mitigation techniques for several of the City of Hoboken (City) buildings that have been damaged or have the potential to be damaged in a catastrophic natural disaster, as experienced last year during Super Storm Sandy. During that storm, sanitary sewage, storm runoff, and surcharge from the Hudson River resulted in flood waters that caused extensive damage throughout. The City is seeking to implement flood mitigation with the intent of deterring this damage in the future.

When looking at flood mitigation practices, there are generally two approaches: wet flood proofing and dry flood proofing. Wet flood proofing attempts to limit flood-related damages to a structure by raising vital components above the base flood elevation (BFE) as well as incorporating flood-resilient construction materials. Under this approach, floodwaters are expected, and designed, to enter the structure. Dry flood proofing consists of the construction methods required to prevent all flood water from penetrating a structure. Proper testing, inspection and design are required to ensure that the integrity of the structure is adequate for the implementation of dry flood proofing protection measures, due to the inward pressures applied to the exterior by the surrounding water. Dry flood proofing is often the more expensive approach to flood mitigation, but provides the most protection and long-term value since no additional resources will have to be spent repairing, cleaning or sanitizing due to the isolation from damaging flood waters.

An analysis of each facility and description of the most applicable flood proofing measure is discussed in the following pages. Cost estimates for each facility have been included in Appendix D.

CITY FACILITIES

Rescue Company 1/ Engine Company 4
801 Clinton Street

Due to the relative ease of construction and the presence of a full depth basement housing a hot water heater and storage space, dry flood proofing would be the most feasible approach at the Rescue Company 1 location. A 12 foot long flood proof panel or garage door will be needed to seal the garage bay, and an 8 foot long flood proof panel will be needed near the south door entrance between 2 existing brick walls. Please refer to Appendix C for examples. A waterproof door will be necessary as well.

All exterior surfaces (block of building, brick walls) must be sealed with a watertight material, such as Canyon Tone Clear Penetrating Concrete & Masonry Sealer (refer to Appendix A). Sealants must be applied to a point above the BFE. The hatch door to the basement must be fitted with a flood proof hatch door, or a flood proof wall must be constructed around 3 sides of the hatch door with a flood proof panel across 4th side (refer to Appendix A). Backflow preventers may be required if the building does not already have one.

In order to wet flood proof this location, the utilities in the basement, including the hot water heater, would need to be raised to a higher elevation or possibly to a higher floor. The lockers that house spare equipment and clothing would have to be elevated or brought upstairs as well.

Ladder Company 2/ Engine Company 1
43 Madison Street

Ladder Company 2 is located in one of the lowest elevation areas in the City. This building is also registered on the National Register of Historic Places, which may limit the modifications that can be made. The most cost effective and realistic approach to preventing significant damage during future flood events would be to wet flood proof the building. The generator and AC unit on the south side of the building would need to be raised above the BFE, as well as any electrical equipment housed in this location. It is recommended that all equipment and other movable items be moved to the second floor of the building, while the laundry appliances on the first floor be raised on elevated concrete pedestals, provided they are front loading machines.

Fire Department Headquarters
201 Jefferson Street

Wet flood proofing is the most feasible approach to the Fire Department Headquarters. This location is in a low lying area of the City, and dry flood proofing methods may not be cost-effective. In order to wet flood proof this facility, the generator in the rear of the building must either be raised above the BFE or relocated. The location has a history of backups through the floor drain between the two garage bays. A backflow preventer should be installed at this location and any other locations throughout the building, as necessary. In addition, the interior walls and floor of the must be made watertight with sealant materials. This building is a historic building, which creates significant challenges with renovation. However, the vacant lot to the east of the fire house, also owned by the City, could be used to construct some type of elevated platform or structure to prevent flood damage to the large storage compartments that rest on the ground currently. The stationary cascade air system in the north garage bay of the facility should be protected from flood damage. Space is limited to construct flood barriers, and access to controls may prohibit elevating the system. Therefore, relocation may be the most practical alternative. Dry flood proofing is worth consideration, and would require 3 flood proof garage doors or panels for the garage bays, as well as 2 waterproof doors for pedestrian access. Additional inspection will be required to ensure structural integrity prior to implementing any dry flood proofing measures.

Volunteer Ambulance Corps
707 Clinton Street

The Volunteer Ambulance Corps is a location where dry flood proofing should be employed, primarily because of its location between two existing buildings. Dry flood proofing would consist of a flood proof garage door, a flood proof pedestrian access door at the front, and coating with flood proofing materials at all exposed exterior surfaces. It would be advisable to waterproof the interior walls, as the adjacent buildings should be assumed to not be watertight. This facility houses several ambulances which are vital to the day-to-day health and safety of the City's residents, which reinforces the necessity of dry flood proofing this structure.

Wet flood proofing could be performed at this location as well, by applying watertight materials to interior walls and floor.

Public Library
500 Park Avenue

The Public Library has a full depth basement which contains a kitchen, a small room used as a cafeteria, several storage rooms, as well as the building's electric and hot water utilities. Since this area is necessary for library employees, the most effective option at this location would be dry flood proofing. A watertight reinforced concrete wall could be constructed around the perimeter of the building, creating a barrier for any flood waters that may approach the building. Backflow preventers should be installed and it is our understanding that these are included in the library rehabilitation project currently under design.

Wet flood proofing this facility does not seem feasible, as the utilities housed in the basement could not be brought to a higher floor. The utilities could be raised on individual platforms, but would not be above the BFE, which would defeat the purpose of flood proofing all together.

Midtown Garage
330 Clinton Street

The Midtown Garage is best suited for a combination of both wet and dry flood proofing. The structure is mainly reinforced concrete and may not require flood proof materials. However, the offices on the ground level floor of the Midtown Garage have recently been renovated post-Super storm Sandy. Since these offices have been leased to the Hoboken University Medical Center, it is worthwhile to consider dry flood proofing measures in this area. In order to dry flood proof these offices, the exterior doors would have to be replaced and exterior windows sealed with watertight materials such as Loctite Clear Silicone Waterproof Sealant. This material is not recommended for water levels over 18" in height, and the windows themselves may not be suited for pressure solely on the positive side. Structural integrity of the windows must be examined and replaced as required. In addition, the lower level parking level, with its entrance to Grand St., could be fitted with removable flood proof panels to prevent vehicles from being completely submerged in a flood event.

Hoboken Shelter
300 Bloomfield Street

Based on discussions with volunteers and employees at the Hoboken Shelter (Shelter), the Shelter did not sustain any damage as a result of Super Storm Sandy. This location is above the BFE based on available Federal Emergency Management Agency (FEMA) mapping. Installing a backflow preventer may be a proactive step to ensure flood protection from additional storms in the future. The shelter is housed on the ground floor of St. John's Lutheran Church, and is slightly below the elevation of the roadway. A reinforced concrete flood wall could be constructed along the exterior walkway to the shelter's entrance with a removable flood door panel to provide an additional layer of flood mitigation.

Multiservice Center
124 Grand Street

The Multiservice Center was severely damaged during Super Storm Sandy. To date, the sheetrock has not been installed. This presents an opportunity to use wet flood proofing techniques such as raising electrical

outlets; creating gaps between upper and lower walls and covering with chair rail molding; installing a gap between the floor and lower wall and covering this with wide baseboard; installing waterproof flooring such as ceramic or porcelain tile; and raising key electrical and mechanical components on platforms. A detail depicting this type of construction can be found in Appendix B. The electrical panels in the electrical room would require a watertight wall if components are unable to be raised. Portions of the HVAC system in the same room are only raised slightly off the floor and may be fitted with watertight seals for these low-lying portions. However, our recommendation would be to dry flood proof this facility, considering the important documents that are stored in the Vital Statistics office, along with the private health records stored in the clinic. There is also a Day Care Center that was damaged significantly, and extra sanitizing precautions must be taken since the building took on flood waters. Flood proof doors around the exterior and flood panels at the main entrance could be simple yet effective retrofits toward dry flood proofing. The exterior of the building would also require rehabilitation and the application of flood proof materials.

Department of Public Works

Willow Avenue and Observer Highway

The Environmental Services Department, also known as the Department of Public Works or the Central Garage, is a vital facility to the City's daily operations, as it is the main storage location for municipal vehicles and acts as a fully functional mechanics shop. Protecting this facility from future flooding is critical, especially due to its susceptibility to flooding. A facility like the Central Garage is typically a prime example for wet flood proofing but dry flood proofing must also be considered. In order to wet flood proof the Central Garage, the interior walls and floors must be sealed with watertight materials. All chemicals contained in large barrels should be placed on pallets or something that can be raised to higher ground if necessary. Watertight containers could be purchased to protect valuable vehicle replacement parts (refer to sample item in Appendix A). Dry flood proofing could be possible, though at a significantly higher cost. Dry flood proofing would involve the construction of a reinforced concrete floodwall around the perimeter of the facility, as well as two large waterproof doors to allow municipal vehicles to enter/exit the lot when flood conditions are not present. An automatically raising watertight panel may be an option, or manually removable panels for a more cost effective solution. Exterior walls of the building must be coated with a waterproof sealant, and backflow preventers should be installed regardless of the flood proofing type. A potentially less costly approach to dry waterproofing involves the installation of waterproof doors for all garage bays and single entry doors, although that will not prevent the loss of any equipment or vehicles contained in the parking lot area during a flood event.

DRAFT

APPENDIX A

DRAFT

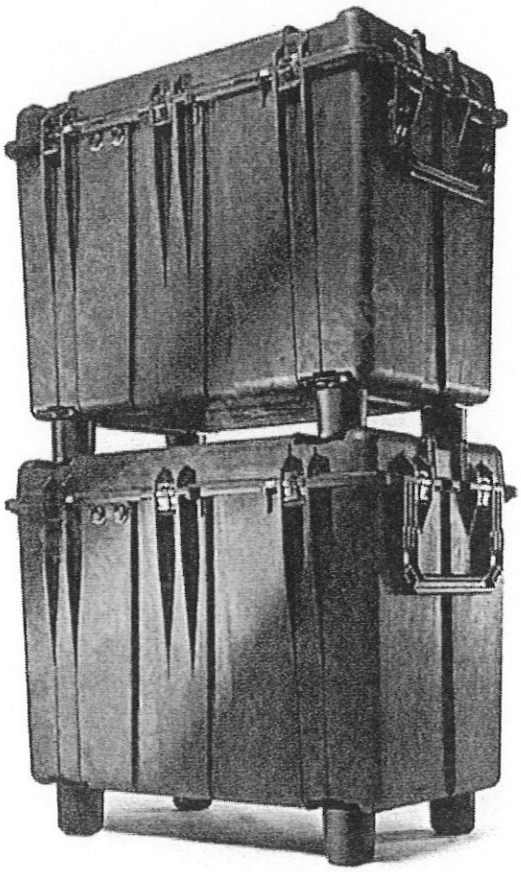
Acrysheen Clear Semi-Gloss Penetrating Sealant
http://www.bestmaterials.com/PDF_Files/acrysheen.pdf

Canyon Tone Clear Penetrating Concrete & Masonry Sealer
http://www.bestmaterials.com/PDF_Files/CTC_TechData.pdf

Loctite Clear Silicone Waterproof Sealant
http://www.loctiteproducts.com/tds/CNTCT_SILICONE_tds.pdf

Waterplug, Repair Mortar
http://www.bestmaterials.com/PDF_Files/twp_tdg.pdf

Thoroseal Cementitious Waterproofing
http://www.bestmaterials.com/PDF_Files/tsl_tdg.pdf



Pelican 0500 Transport Case
http://www.specialtycases.com/0500-pelican-extra-large-case.htm

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Construction Products Division

ACRYSHEEN

CLEAR, SEMI-GLOSS ACRYLIC SEALER

Technical Data & Application Instructions

PRODUCT DESCRIPTION

ACRYSHEEN is a water-based, penetrating sealer designed to produce a clear, semi-gloss surface sheen. It is manufactured from non-yellowing, advanced acrylic resins to form a durable finish that provides long-term water-repellency, increased dirt pick-up resistance, weather protection, and moderate graffiti resistance.

ACRYSHEEN'S low viscosity allows it to "wet in" and lock into the substrate. It will allow moisture vapor to escape from the building interior, yet provides excellent dampproofing characteristics on the exterior. The appearance will remain uniform, eliminating any blotchiness from water staining, even after years of service.

BASIC USES

ACRYSHEEN was specifically developed as a penetrating sealer for use over properly prepared smooth or textured concrete, exposed aggregate concrete, brick, stone or stucco surfaces where a semi-gloss sheen is desired. It also has the durability required for use over exposed aggregate and other surfaces on vertical or horizontal applications.

ACRYSHEEN imparts a slick, semi-gloss film over a variety of substrates, providing for increased dirt pick-up resistance and easier graffiti removal. It can be used as a topcoat over numerous types of new or existing finishes on roofs, walls and decks to provide additional sheen and/or ease of cleanability. It is also effective in rejuvenating aged and/or oxidized skylights.

ADVANTAGES

* Semi-gloss finish increases dirt pick-up resistance
* Facilitates cleanability and graffiti removal
* Protects against industrial airborne chemicals
* Reduces soil and fume absorption
* Minimizes run-down discoloration
* Non-yellowing
* Prevents moisture staining of surfaces
* Minimizes efflorescence
* Excellent ultraviolet resistance
* Conforms to most VOC regulations
* Reduces spalling and deterioration
* Single package – No shelf or pot life problems
* Water-Based – No flammable solvents
* Long term durability

TYPICAL PROPERTIES TABLE 1

Property	Value	Method
Solids by Weight	19% (±.5)	ASTM D2369
Solids by Volume	18% (±.5)	ASTM D2697
Weight per Gallon	8.5 lbs (3.9 kg) (±.2)	ASTM D1475
Dry Time*	1 hour	ASTM D1640
Cure Time*	3 hours	ASTM D1640
Gloss	85 (±5) (60° Gardner)	ASTM D523
Flash Point	>212°F (100°C)	ASTM D3278
Low & High Temp. Service Limits	-40°F to 180°F (-40°C to 82°C)	

* Dry and Cure Times at 75°F (24°C), 50% R.H.

ACRYSHEEN will seal the substrate to help facilitate removal of graffiti. In most cases, **ACRYSHEEN** acts in a sacrificial manner, meaning that more aggressive graffiti will require removal wtih stronger solvents that will also remove the **ACRYSHEEN** finish, requiring re-application. UNITED'S most effective graffiti resistant coating is **Graffiti Shield**, which will resist harsher removal solvents, and is recommended for use in heavy graffiti areas.

ACRYSHEEN protects the substrate against atmospheric deterioration with a clear, semi-gloss film that provides water-repellency and surface sheen without significantly altering the natural color or texture of the substrate.

UNITED recommends that a sample test area be applied, and approval be obtained, prior to any general application of the material. **ACRYSHEEN** may bring out the natural color of the particular concrete or masonry surface being sealed, resulting in a darkened appearance, as if wetted. Apply the test area on an inconspicuous area of the actual building to determine the optimum coverage rate to achieve uniformity of sheen, as well as to determine the suitability of the application technique.

PACKAGING & MIXING

ACRYSHEEN is a single component, ready-to-use material available in 1 gallon (3.8 liter) cans, 5 gallon (19 liter) pails and 55 gallon (208 liter) drums. Thoroughly mix the containers to achieve a uniform consistency. Thin with clean water as necessary to achieve adequate viscosity for penetration into substrate being sealed.

Shelf life in unopened containers is 2 years from shipment from UNITED'S factory. Do not open containers until ready to use the material.

QUEST
CONSTRUCTION PRODUCTS

SURFACE PREPARATION

All surfaces must be structurally sound, clean, dry, fully cured, and free of dirt, dust, oil, curing or form release agents, efflorescence, scale, or other contaminants that could inhibit optimum adhesion. Existing coatings that are loose, cracked or peeling must be completely removed.

ACRYSHEEN is a penetrating sealer designed to wet into the surface to which it is applied. Surfaces such as glazed brick, smooth dense brick, glass fiber reinforced concrete, and dense, steel-trowelled concrete must be etched or abraded prior to application of **ACRYSHEEN** to allow for maximum penetration. An adhesion enhancing additive is also available for application over tile and other slick surfaces. For application in high humidity areas, **ACRYSHEEN AR** will provide increased resistance to algae, mold and mildew growth.

ACRYSHEEN can be applied over most existing paints or coatings where additional sheen and/or cleanability is desired. As it will be unable to penetrate into the substrate on these applications, the existing finish must be sound and well adhered, as well as clean and dry.

ESTIMATED COVERAGE RATES TABLE 2

Substrate	Square Feet/Gallon Estimated Total*
Concrete	125 to 150 (3.0 to 3.9 m²/l)
Exposed Aggregate	75 to 100 (1.8 to 2.4 m²/l)
Brick, Stone	125 to 150 (3.0 to 3.9 m²/l)
Stucco	60 to 75 (1.4 to 1.8 m²/l)
Existing Coating	150 to 250 (3.9 to 6.1 m²/l)

** These estimates are totals for two separate applications. Apply approximately half the total number of gallons in each of the two coats. The above absorption (coverage) rates are provided for estimating purposes only. Coverage rates will vary with texture and porosity of the substrate. Allow for additional material when estimating coverage over highly textured or porous surfaces.*

APPLICATION INSTRUCTIONS

ACRYSHEEN shall be applied by airless spray equipment. Any airless spray equipment capable of 1,000 psi (6,980 kPa) and ½ gallon per minute (1.9 l/minute) delivery can be used for applying **ACRYSHEEN**.

For maximum production on large projects, airless spray equipment capable of 2,000 psi (13,780 kPa) and 1 gallon per minute (3.8 l/minute) delivery should be used.

A reversible self-cleaning spray tip with orifice size of .013" to .017" (.330 to .425 mm) and minimum 40 degree fan angle is recommended.

Brush or roller application is recommended only for edging work and for confined areas that would require extensive masking or protection from spray application.

ACRYSHEEN shall be applied in two separate applications except where a single application gives the desired surface finish characteristics. When spraying, each application shall be first in a uniform horizontal direction, followed by a uniform overlapping vertical direction. Gun shall be held not more than 18" (45 cm) from wall. Care should be taken during application to prevent runs or sags.

When used to facilitate cleaning of graffiti apply 2 or 3 coats of **ACRYSHEEN** at the minimum rate of 200 sq. ft. per gallon (4.9 m²/l). A minimum dry film thickness of 4 to 5 mils (101.6 to 127 microns) is required. It is the applicator's responsibility to assure that the minimum dry film thickness is achieved regardless of the application method used or application rate.

Thinning should not be necessary when applying **ACRYSHEEN** over exposed aggregate or other similar surfaces. Over dense substrates it may be reduced with clean water to achieve the desired consistency for adequate penetration.

Other restoration work and caulking should be completed prior to application of the **ACRYSHEEN**. Most standard caulking compounds are compatible with surfaces previously treated with **ACRYSHEEN**, however, field testing should be performed for confirmation.

Clean pump, tools and other equipment with fresh water. Flush water from the pump and hoses with Mineral Spirits for storage.

LIMITATIONS & PRECAUTIONS

ACRYSHEEN should not be applied over wet surfaces or wood substrates, however, concrete and masonry surfaces can be coated while slightly damp. In locations that are typically hot and arid, it can be beneficial to predampen the surface prior to the application of **ACRYSHEEN**.

ACRYSHEEN is a water-based sealer. Care must be taken during storage and shipment to ensure that temperatures do not fall below 32°F (0°C). Do not apply **ACRYSHEEN** at temperatures below 50°F (10°C). Cool temperatures and high humidity will retard cure.

Avoid breathing of vapor or spray mist. Approved (MSHA/NIOSH) chemical cartridge respirator should be worn by applicator. For additional information on safety requirements, refer to OSHA guidelines and **ACRYSHEEN** Material Safety Data Sheet.

UNITED COATINGS **HYDROSTOP** LLC

Distributed by: BEST MATERIALS LLC
Ph: 1-800-474-7570, 1-602-272-8128 Fax: 1-602-272-8014
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Our products are guaranteed to meet established quality control standards. Information contained in our technical data is based on laboratory and field testing, but is subject to change without prior notice. No guarantees of accuracy are given or implied, nor does UNITED assume any responsibility for coverage, performance or injuries resulting from storage, handling or use of our products. Liability, if any, is limited to product replacement or, if applicable, to the terms stated within the executed project warranty.

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Construction Products Division

CANYON TONE CLEAR

5% Transparent Water-Based Sealer

Technical Data & Application Instructions

PRODUCT DESCRIPTION

CANYON TONE CLEAR, a silicone emulsion with reactive silane, is a deep penetrating concrete/masonry sealer and water-repellent treatment. By chemically locking into the substrate, **CANYON TONE CLEAR** provides a long term, UV stable protective barrier against the intrusion of moisture and chloride salts. Its microscopic penetration qualities allow a single coat application that imparts a clear, non-yellowing water repellent treatment to concrete and masonry substrates without any noticeable change in color or surface sheen.

CANYON TONE CLEAR incorporates reactive silane and a silicone emulsion into a single product. The silane penetrates deeply into the substrate, chemically linking into the concrete or masonry matrix for permanent moisture, chemical and salt protection. The silicone emulsion bonds tightly to the surface for added water-repellency. This combination is superior to pure silicone, silane or siloxane sealers alone.

CANYON TONE CLEAR is also supplied as a concentrate, which is reduced with water at the jobsite to achieve the desired dilution. Consult separate literature entitled **CANYON TONE CLEAR Concentrate** Technical Data & Application Instructions for additional information on the concentrated version.

BASIC USES

CANYON TONE CLEAR protects exterior, above-grade vertical and horizontal concrete, masonry, aggregate, brick and stucco surfaces against the effects of water, de-icing chemicals, chloride-ion intrusion, freeze/thaw exposure, spalling, airborne pollution and acid rain. It is used on building exteriors, parking garage floors and ramps, walkways and decks, and other areas where a clear, non-yellowing protective sealer is required. Because **CANYON TONE CLEAR** is water-based, it can be used safely on interior applications without toxic or solvent odors.

TYPICAL PROPERTIES
TABLE I

Property	Value	Method
Active Content	5% (±.5)	ASTM D5095
Viscosity	5-15 cps @ 70°F	ASTM D2196
Weight per Gallon	8.3 lbs (3.8 kg) (±.2)	ASTM D1475
Dry Time	15 Minutes	ASTM D1640
Cure Time	1 Hour	ASTM D1640
Accelerated Weathering	4,400 Hours No Effect	ASTM G53

ADVANTAGES

- Single Coat Application – **CANYON TONE CLEAR** is applied in a one-coat, surface flooding treatment.
- Single Package – No catalyzation required. Easy application by brush, roller or spray.
- Water-Based – No solvents or solvent odors. Easy cleanup with soap and water. Meets all VOC requirements.
- UV Stable – No discoloration or yellowing with age.
- Retains Natural Appearance – No glaze, gloss or visible sheen on treated surfaces.
- Protects from airborne pollution and acid rain.
- Prevents darkening and discoloration of treated surfaces during periods of rain.
- Protects against freeze/thaw and spalling.
- Protects against efflorescence or migrating salts.
- Can be applied by brush or roller, as well as by airless, conventional or pump sprayer.
- Breathing System – Allows moisture vapor to escape from the building interior.

QUEST
CONSTRUCTION PRODUCTS

SURFACE PREPARATION

All surfaces must be structurally sound, clean, dry, and fully cured, and free from dust, curing agents or form release agents, efflorescence, scale or other foreign materials. All previous coatings on the substrate must be completely removed, including coatings that are tightly adhered to the surface.

CANYON TONE CLEAR is a deep penetrating sealer. It must be able to penetrate the surface to which it is applied to be effective. Surfaces such as glazed brick, smooth dense brick, natural rock, glass reinforced concrete and smooth dense concrete must be sandblasted or etched prior to application of **CANYON TONE CLEAR** to allow for maximum penetration.

CANYON TONE CLEAR has a neutral pH, so it will not etch exposed metal or glass surfaces, nor will it harm most ground vegetation.

MIXING INSTRUCTIONS

CANYON TONE CLEAR is supplied in a 5% solids by volume concentration, which is the standard dilution for most applications. If a higher solids dilution is desired for increased water-repellency on porous substrates, Consult separate literature entitled **CANYON TONE CLEAR Concentrate**, which can be diluted to a 14% to 21% active content. Blend 1 part concentrate with 4 parts water to achieve a 14% concentration or 3 parts water to achieve a 21% concentration. Due to the increased water repellency provided by higher active content concentrations, recoatability characteristics are diminished.

ESTIMATED COVERAGE RATES TABLE II

Substrate	Square Feet/Gallon Estimated Total
Smooth Concrete	200 to 250 (4.9 to 6.1 m²/l)
Exposed Aggregate	150 to 200 (3.7 to 4.9 m²/l)
Masonry	100 to 150 (2.4 to 7.3 m²/l)
Horizontal Concrete Decks	100 to 150 (2.4 to 7.3 m²/l)

NOTE: The above coverage rates are provided for estimating purposes only. Absorption rates will depend upon the texture and porosity of the substrate. Allow for extra surface area when estimating coverage for fluted, raked, split-face or other textured surfaces.

APPLICATION INSTRUCTIONS

CANYON TONE CLEAR can be applied by brush, roller, airless or conventional spray, and also by low pressure pump-style sprayers. The most effective application method is by low pressure airless spray (20 psi/137 kPa). The spray gun should have a fan-type nozzle with a maximum orifice size of .035" (.9 mm), and should be held no more than 18" (.5 m) from the surface during application.

On horizontal surface applications, **CANYON TONE CLEAR** should be uniformly applied to saturate or flood the surface. After approximately 20 minutes, any remaining puddles should be rolled out or mopped up. Vertical applications should be treated from the bottom of the wall upwards. **CANYON TONE CLEAR** should be uniformly sprayed on the wall to the point where excess solution runs 6" to 8" (15 to 20 cm) below the spray pattern on each pass. Any excessive runs or drips should immediately be rolled into the surface. Care should be taken to complete each wall section entirely before work stoppage. Application should be continuous, maintaining a wet edge to wall joints or corners. **CANYON TONE CLEAR** should be applied in a single coat application only.

LIMITATIONS & PRECAUTIONS

CANYON TONE CLEAR should not be applied over wet substrates. Proper penetration will not occur if standing water or excessive wetness blocks absorption. However, concrete and masonry wall surfaces can be coated while slightly damp. In locations that are typically hot and arid, it can be beneficial to pre-dampen the wall surface prior to application of **CANYON TONE CLEAR**. The added moisture will aid in proper penetration and cure of the sealer.

CANYON TONE CLEAR is a waterborne sealer. Care must be taken during storage and shipment to ensure that temperatures do not fall below 32°F (0°C). Do not apply **CANYON TONE CLEAR** below 50°F (10°C). Cool temperatures and high humidity will retard cure.

CANYON TONE CLEAR is a low viscosity material designed to provide water-repellency without disturbing the natural color or texture of the substrate. **It is not designed to waterproof concrete block or other porous substrates under wind driven rain or other severe weather conditions.**

CAUTION! Can cause irritation of nose, throat and lungs. Can cause nausea and headache. Prolonged or repeated breathing of vapor or spray mist may be harmful. Use a respirator for protection from vapor or spray mist. Avoid eye and skin contact. Do not take internally. Wash thoroughly after handling and before eating or smoking. Keep container closed when not in use.

For additional information on safety requirements, refer to OSHA guidelines and **CANYON TONE CLEAR** Material Safety Data Sheet.

UNITED COATINGS HYDROSTOP LLC

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Our products are guaranteed to meet established quality control standards. Information contained in our technical data is based on laboratory and field testing, but is subject to change without prior notice. No guarantees of accuracy are given or implied, nor does UNITED assume any responsibility for coverage, performance or injuries resulting from storage, handling or use of our products. Liability, if any, is limited to product replacement or, if applicable, to the terms stated within the executed project warranty.

Revision: May 23, 2010
Supersedes: January 28, 2010
Ref. #: 210366

TECHNICAL DATA SHEET

LOCTITE

CLEAR SILICONE
Adhesive Sealant

Henkel Corporation
Professional and Consumer Adhesives
Rocky Hill, CT
Phone 1-800-624-7767
Fax (440) 250-7863
www.henkel.com www.loctiteproducts.com

Item #	Package	Size
908570	Carded tube	2.7 fl. oz. (80 ml)

DESCRIPTION

Loctite® Clear Silicone is a multipurpose adhesive and sealant which creates a waterproof, protective seal that is ideal for metal, glass, rubber, tile and porcelain. It is designed to be used indoors and outdoors to repair everything from electrical connections to seams on boots to stop leaks in wet weather. Loctite® Clear Silicone can be used to bond or repair saltwater or freshwater aquariums.

RECOMMENDED FOR:

Bonding ABS, glass, ceramic, porcelain, wood, aluminum, stainless steel, cultured marble, fiberglass, granite, vinyl tile, some rubbers and plastics. Use for sealing or repairing door frames, windows, vents, toys, appliances, gaskets, weather-stripping, outside of fireplace doors, shoes and boots.

NOT RECOMMENDED FOR:

- Aquariums greater than 30 gallons (114 L) and/or containing water greater than 18" (46 cm) in height.
- Not paintable.
- Marble, limestone, cement, concrete, brass, copper, magnesium, iron, zinc or galvanized metals.
- Polyethylene, polypropylene, polytetrafluoroethylene, polymethylmethacrylate, polycarbonate, PVC or Teflon™.
- Below grade, stovepipe, chimney or fireplace applications.
- Contact with oil-based caulking, polysulfide and fillers impregnated with oil, asphalt or tar.

FEATURES & BENEFITS:

Feature	Benefits
Extreme temperature resistance	All-season use
Waterproof	Indoor and outdoor use
No cracking, peeling or shrinking	One-time application
Gap filling	Excellent for imperfect surfaces
Flexible bonds	Impact resistant and flexes with materials

DIRECTIONS

Tools Typically Required:
Tooling device.

Safety Precautions:
Apply and cure in a well-ventilated area. Wear gloves.

Preparation:
Use between -35°F (-37°C) and 140°F (60°C). Protect work area. Surfaces must be clean, dry and free of old caulk, grease, dust and other contaminants. Note: Paint will not adhere to silicone. If desired, paint items prior to gluing. Remove cap. Puncture inner seal with other side of cap. Attach nozzle and cut to desired bead size (3 oz. tube only).

Application:

As an adhesive:
Apply to one of the surfaces to be bonded. When bonding rubber or plastic surfaces, lightly roughen surface for best results. Press materials

together. If possible, clamp parts together for full cure time of 24 hours.

As a sealant:

Apply with a steady pressure, forcing sealant into the joint. Tool within 5 minutes. Do not use in joints deeper than 12 mm (1/2") without the use of a backer rod. Use in joints between 1/4" and ¾" wide.

For aquariums:

Apply a 1/4" bead to the edge of glass, covering the thickness of the glass edge. Set glass on base and repeat procedure for all sides. All joints must be glass to sealant to glass with no entrapped air bubbles. Apply additional sealant to inside joints. Do not use in aquariums larger than 30 gallons (114 L) and/or aquariums containing water greater than 18" (46 cm) in height.

Clean-up

Clean tools and adhesive residue immediately with mineral spirits. Cured sealant may be carefully cut away with a sharp-edged tool.

STORAGE AND DISPOSAL

Not damaged by freezing. Use an approved hazardous waste facility for disposal.

PRECAUTIONS

FUMES MAY BE HARMFUL. Do not breathe fumes. Use only in a well ventilated area. Avoid contact with eyes and skin. In case of contact, flush with clean water. Wash hands with soap and water after use.
KEEP OUT OF REACH OF CHILDREN.

Refer to the Material Safety Data Sheet (MSDS) for further information

DISCLAIMER

The information and recommendations contained herein are based on our research and are believed to be accurate, but no warranty, express or implied, is made or should be inferred. Purchasers should test the products to determine acceptable quality and suitability for their own intended use. Nothing contained herein shall be construed to imply the nonexistence of any relevant patents or to constitute a permission, inducement or recommendation to practice any invention covered by any patent, without authority from the owner of the patent.

TECHNICAL DATA

Typical Uncured Physical Properties		Typical Application Properties	
Color:	Clear	Application Temperature:	-35°F (-37°C) to 140°F (60°C).
Appearance:	Non-slumping paste	Odor:	Acetic acid (Apply and cure in a well-ventilated area)
Base:	Acetoxy Silicone	Working Time:	5 to 10 minutes
Specific Gravity:	1.03	Tack-Free Time	10 to 20 minutes
VOC Content:	30 g/L (2.97% by weight)	Full Cure Time:	24 hours @ 25°C (78°F) and 50% RH Cure time is dependent upon temperature, humidity and depth of product used.
Shelf Life:	24 months from date of manufacture (unopened)		

Typical Cured Performance Properties

Color:	Clear
Water Resistance:	Yes
Paintable:	No
Tensile Strength:	310 psi
Service Temperature:	
Long Term:	-76°F (-60°C) to 392°F (200°C)
Short Term:	-76°F (-60°C) to 350°F (177°C)
Specifications:	▪ CAN/CGSB-19.13-M87 Class MG-2-25-A-L. ▪ ASTM C 920, Type S, Grade NS, Class 25, Use NT, G, A, O

BASF
The Chemical Company

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www.BestMaterials.com Email: Sales@BestMaterials.com

PRODUCT DATA

3 03 01 00 Maintenance of Concrete

WATERPLUG®

One-component, cement-based, fast-setting water-stop repair mortar

Description

Waterplug® is a one-component, quick-setting, Portland-cement-based hydraulic repair mortar that instantly stops running water through holes or cracks in concrete or masonry. It expands as it sets to lock into place even under constant water pressure.

Yield

Volume:
15.6 in³/1 lb (254 cm³/0.45 kg)

Static cracks:
3/4 by 3/4 by 28"/1 lb
(1.9 by 1.9 by 70 cm/0.45 kg).

Packaging

2-1/2 lb (1.13 kg) cans

10 lb (4.5 kg) cans

50 lb (22.7 kg) pails

Color

Dark Gray

Shelf Life

1 year when properly stored

Storage and Transportation

Transport and store in unopened container in a cool, clean, dry area between 45 and 90° F (7 and 32° C). Keep container tightly sealed after opening to maintain shelf life freshness of unused portion of the remaining powder.

Features

- Fast setting
- Fully hydraulic
- Shrinkage compensated
- One component
- Ready to topcoat in 15 minutes with appropriate product
- Durable nonmetallic, nongypsum formula
- Waterplug® H formulation available for cold-weather applications

Benefits

Stops running water; develops high strength quickly

Sets above or below water

Expands to lock in place

Mixes easily with water only

Minimizes downtime

Maintains volume stability over time

Use in all seasons and climates

Where to Use

APPLICATION

- Nonmoving (static) cracks and holes with running water or moisture seepage
- For immersion service
- For anchoring vertical bolts
- Basements
- Foundations
- Retaining walls
- Sewers

LOCATION

- Vertical, overhead, or horizontal
- Interior or exterior
- Above or below grade

SUBSTRATE

- Concrete and masonry

How to Apply

Mixing

1. Mix Waterplug® powder with clean, potable water.
2. Use powder neat without adding any aggregates, chemical additives, or admixtures.
3. Add just enough water to mix rapidly by hand to a stiff, low-slump, putty consistency. Mix no longer than 30 seconds.
4. Mix only enough Waterplug® that can be successfully placed within 3 minutes under normal conditions (see Temperature). Do not retemper material after initially mixing.
5. Clean mixing vessel and tools immediately after each use.

Thoro

Technical Data

Composition

Waterplug® is a proprietary mix composed of cement, graded silica, calcium hydrocide, fillers, and additives.

Test Data

PROPERTY	RESULTS	TEST METHODS
Compressive strength, psi (MPa)		ASTM C 109
20 min – 120 min	1,800 (12.4)	
1 day	4,000 (27.6)	
7 days	5,000 (34.5)	
28 days	5,500 (37.9)	
Tensile strength, psi (MPa)		ASTM C 190
7 days	300 (2.1)	
28 days	350 (2.4)	
Flexural strength, psi (MPa)		ASTM C 348
7 days	600 (4.1)	
28 days	1,500 (10.3)	

Test results are averages obtained under laboratory conditions at 70° F (21° C) and 50% rh. Reasonable variations can be expected.

Temperature

Cold or hot air, surface, and material temperatures will retard or quicken Waterplug® setting time. Special attention must be given when both mixing and applying. The Waterplug® and mixing water should feel neutral to the touch, normally 70° F (21° C). On average Waterplug® will set in approximately 3 – 5 minutes.

HOT WEATHER USE

1. From 86 to 100° F (30 to 37° C), Waterplug® will set very quickly. Material temperature should not be above 80° F (26° C) and mixing water over 100° F (37° C); otherwise set begins immediately and structural strength lessens when applying during these extreme conditions.

2. Waterplug® should always be placed within 30 – 60 seconds after mixing.

3. If appropriate, use ice water when mixing to slow down the setting action.

COLD WEATHER USE

1. Waterplug® should be stored at or brought up to normal room temperatures, 40 to 70° F (4 to 21° C), before mixing and use. Do not apply Waterplug® if the ambient air or surface temperatures are 40° F (4° C) or less or are expected to fall below 40° F (4° C) within 12 hours after initial placement.

2. For quicker set times at normal temperatures or applications down to 40° F (4° C), Waterplug® H may be used.

Application

1. Place Waterplug® with minimum working, kneading, or rubbing.

2. Force Waterplug® repair mortar into cracks or holes and hold in place (without twisting) until set is fully achieved.

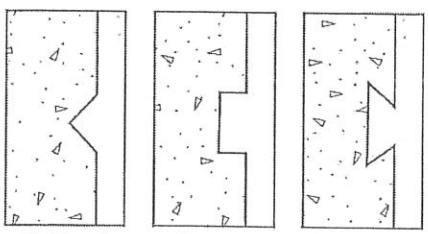
3. Just prior to final hard set, Waterplug® may be "shaved" with a trowel until flush with the surrounding surface. Always shave from the center out, in the direction of the bond line.

4. If the repair area is dry at the time of placement, keep substrate damp for 15 minutes minimum, using a fine spray misting of water, before and after placement.

SEALING JUNCTIONS

1. To seal static cracks at the junction of floors and walls, rout or cut out the crack at least 3/4" (19 mm) wide and deep, slightly undercutting if possible.

2. Flush away all loose debris, dust, and dirt with clean water.



V-cut (wrong) Square cut Undercut (Best cut)

3. Force Waterplug® into the prepared crack with a round tool or margin trowel until a set is fully achieved and smooth out to form a cove at wall-to-floor junctions.

4. Keep damp for at least 15 minutes.

STOPPING RUNNING WATER

1. To stop active water from running through concrete and masonry, cut out crack or hole to a minimum depth and width of 3/4" (19 mm). Always square cut or undercut when possible; do not "V" cut.

2. Start at top and force Waterplug® into crack. In areas of great pressure, do not place Waterplug® into opening immediately. Hold Waterplug® in hand or on trowel until a slight warming occurs. Then press Waterplug® firmly into opening.

3. Do not remove trowel or hand pressure too soon so as to provide some confinement to Waterplug expansion during its set. Do not twist Waterplug® during placement or disturb during set time (5 minutes).

4. After placement to stop the active water flow, carefully cut and "trowel shave" the patch level with the surrounding surface.

SEALING LEAKS IN JOINTS AND CRACKS

1. To stop leaking mortar joints or static cracks in below-grade masonry and concrete walls, cut out defective mortar joints or cracks to a minimum width and depth of 3/4" (19 mm). Undercut when possible.

2. Force Waterplug® into opening and keep damp for at least 15 minutes or until a set is fully achieved.

REPAIRING CONSTRUCTION FAULTS

1. For patching holes and voids, etc., in concrete walls, remove all tie wires and wood or steel separators by cutting back from surface to a minimum depth of 3/4" (19 mm).

2. When there is no active water present, repair mortars may be used more appropriately.

ANCHORING HARDWARE

1. To anchor steel bolts or posts in vertical concrete or masonry, drill a hole deep enough to properly secure bolt or post and large enough so there is at least 1/2" (13 mm) on all sides of bolt or post.

2. Fill hole with Waterplug® and tamp so that entire hole is full. Immediately center bolt or post over hole and force into the putty-like Waterplug®.

3. Tamp Waterplug® firmly around bolt or post; keep continuously moist for 15 minutes.

4. Apply no pressure or stress to bolt or post for a minimum of 5 hours after placement.

TOPCOATING

1. Cured Waterplug® repairs can be topcoated with Thoroseal® or Thoroseal® Plaster Mix (see Form Nos. 1019906 and 1019908), both modified with Acryl 60® (see Form No. 1019073), as soon as an initial set is reached.

2. Cured Waterplug® repairs can also be topcoated with various alkali-resistant acrylic coatings or used in conjunction with Thorocoat®, Thorocoat® 200 and Thorosheen® (see Form Nos. 1019100, 1019101, and 1019910).

3. Waterplug® may also be used with preformed waterproof sheet membranes after approximately 6 – 7 days cure.

Clean Up

Clean tools and equipment immediately with water. Cured material must be removed mechanically.

For Best Performance

- Do not apply to frozen or frost-covered surfaces.
- Do not apply to dynamic (moving) cracks.
- Do not use to fill expansion joints or control joints.
- Do not remix (retemper) hardened material.
- Do not use as a surface-applied coating or as a parging material.
- Do not fill voids greater than 30 in³ (490 cm³) in a single lift.
- Do not use if hard lumps have developed in the powder.
- Make certain the most current versions of product data sheet and MSDS are being used; go to www.thoroproducts.com to verify the most current version.
- Proper application is the responsibility of the user. Field visits by BASF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

Health and Safety

WATERPLUG®

Warning

Waterplug® contains Alumina cement; Silica, crystalline quartz; Portland cement; Iron oxide; Calcium hydroxide; Limestone; Anhydrite.

Risks

Product is alkaline on contact with water and may cause injury to skin or eyes. Ingestion or inhalation of dust may cause irritation. Contains small amount of free respirable quartz which has been listed as a suspected human carcinogen by NTP and IARC. Repeated or prolonged overexposure to free respirable quartz may cause silicosis or other serious and delayed lung injury.

Precautions

Avoid contact with skin, eyes and clothing. Prevent inhalation of dust. Wash thoroughly after handling. Keep container closed when not in use. DO NOT take internally. Use only with adequate ventilation. Use impervious gloves, eye protection and if the TLV is exceeded or used in a poorly ventilated area, use NIOSH/MSHA approved respiratory protection in accordance with applicable Federal, state and local regulations.

First Aid

In case of eye contact, flush thoroughly with water for at least 15 minutes. In case of skin contact, wash affected areas with soap and water. If irritation persists, SEEK MEDICAL ATTENTION. Remove and wash contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs or if swallowed, SEEK IMMEDIATE MEDICAL ATTENTION.

Refer to Material Safety Data Sheet (MSDS) for further information.

Proposition 65

This product contains material listed by the State of California as known to cause cancer, birth defects or other reproductive harm.

VOC Content

0 g/L or 0 lbs/gal less water and exempt solvents.

For medical emergencies only, call ChemTrec (1-800-424-9300).

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BASF Corporation
Building Systems

889 Valley Park Drive
Shakopee, MN, 55379

Technical Support
www.thoroproducts.com

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BASF
The Chemical Company

PRODUCT DATA

7 07 16 00 Cementitious Waterproofing

THOROSEAL®

Waterproof cement-based coating for concrete and masonry

Description

Thoroseal® is a Portland-cement-based coating for concrete and masonry that resists both positive and negative hydrostatic pressure. Polymer-modified with Acryl 60®, Thoroseal® creates a low-maintenance and highly durable waterproof barrier.

Yield

225 ft²/50 lb (20.9 m²/22.7 kg) bag as a base coat at 1/16" (1.6 mm) dry-film thickness.

450 ft²/50 lb (41.8 m²/22.7 kg) bag as a topcoat at 1/32" (0.8 mm) dry-film thickness.

Coverage will vary depending on surface texture and porosity.

Packaging

THOROSEAL®

10 lb (4.5 kg) cans for Thoroseal® white and standard gray only

30 lb (13.6 kg) polyethylene-lined bags for Thoroseal® white and standard gray only

50 lb (22.7 kg) polyethylene-lined bags for Thoroseal® white, standard gray, all landscape colors and custom colors

60 lb (27.2 kg) pails for Thoroseal® white, standard gray, landscape colors, and custom colors

ACRYL 60®

1 quart (0.9 L) bottles

1 gallon (3.8 L) bottles

5 gallon (18.9 L) pails

30 gallon (113 L) drums

55 gallon (208 L) drums

Features

- Waterproof
- Resistant to both positive and negative hydrostatic pressure
- Breathable
- Compatible with high-performance coatings
- Aesthetically beneficial
- Aesthetically superior

Benefits

Protects building interiors from dampness and moisture damage

Suitable for use below grade interior and exterior and in water-treatment construction

Allows interior moisture to escape without damaging coating

Accepts a wide range of architectural coatings and textured finishes

Hides minor surface defects and blemishes in architectural concrete

Available in 10 landscape colors and in custom colors (with minimum order quantities)

Color

White and standard gray (this color is not uniform)

Custom and landscape colors are available for 5,000 lbs (2,268 kg) minimum order.

Ten landscape colors : bone, dijon, French vanilla, good earth, light khaki, Thoro® gray, Navajo white, parchment, pearl gray, and putty tan

Shelf Life

1 year when properly stored

Storage

Transport and store in unopened containers and keep in a clean, dry condition protected from rain, dew and humidity. Do not stack bags more than 2 pallets high. If dry onsite storage of bags is unavailable or if project is located in a very wet, humid climate zone, then specify Thoroseal® packaged in 60 lb (27.2 kg) metal pails. Store Acryl 60® in similar conditions. Do not allow Acryl 60® to freeze.

Where to Use

APPLICATION

- Alternative to mechanical finishing or rubbing of concrete
- Waterproofing basement and retaining walls
- Foundations
- Bridges and tunnels
- Water cisterns

LOCATION

- Vertical and light-pedestrian horizontal surfaces
- Interior and exterior
- Above and below grade

SUBSTRATE

- Cast-in-place and precast concrete
- Block, brick and porous stone

Thoro®

Technical Data

Composition

Thoroseal® contains cement, graded sand, and proprietary additives.

Test Data

PROPERTY	RESULTS	TEST METHODS
Initial Set, min, at 70° F (21° C), 50% rh	10	Lab Method
Final Set, at 70° F (21° C), 50% rh	90	Lab Method
Density, (cured), lbs/ft³ (kg/m³)	129 (2,080)	Lab Method
Positive resistance to hydrostatic pressure, hrs, at 200 psi (1.4 MPa), 461 head ft, air cured at 70° F (21° C), 50% rh	752 No leakage, no softening	CRD C 48, modified
Negative resistance to hydrostatic pressure, hrs, at 200 psi (1.4 MPa), 461 head ft, air cured at 70° F (21° C), 50% rh	664 Limited dampness	CRD C 48, modified
Water absorption, %, boiling water submersion at 24 hours	3.6	ASTM C 67 (Section 7.3)
Compressive strength, psi (MPa)		ASTM C 109
7 days	4,200 (29)	
28 days	6,030 (42)	
Flexural strength, psi (MPa)		ASTM C 348
7 days	360 (2.5)	
28 days	1,027 (7)	
Tensile strength, psi (MPa)		ASTM C 190
7 days	250 (2)	
28 days	440 (3)	
Modulus of elasticity, psi (MPa)		ASTM C 469
28 days	2.72×10^6 (1.87×10^4)	
Artificial weathering, hrs		
Xenon Arc	5,000 = No failure	ASTM G 26
Carbon Arc	500 = No failure	ASTM G 23
Adhesion strength, psi (MPa)	418 (2.9)	Test by tensile bond
Artificial weathering,	No cracking, loss of adhesion, checking, or other defect	Atlas Type DMC weatherometer
Freeze/thaw resistance, 200 cycles	No change	ASTM C 666 (Procedure B)
Salt spray resistance, 300 hours	No defect	ASTM B 117
Carbon Dioxide (CO_2), in (mm)	1/16 (1.6) Equivalent to 3/4" (19 mm) new concrete	Lab Method Diffusion
Permeance, perms (metric permeability)	12 (0.10698) 18×10^3 resistance	ASTM E 96 (water-vapor transmission) Swedish standard SS-02-15-82

Test Data, continued

PROPERTY	RESULTS	TEST METHODS
Wind-driven rain, hrs	8 = excellent	Fed. Spec. TT-P-0035 (Para 4.4.7)
Coefficient of thermal expansion, in/in/° F (mm/mm/° C), at 28 days	6.99×10^{-6} (5×10^{-7})	ASTM C 531
Impact strength (Gardener impact tester)	No chipping	Fed. Spec. TT-P-0035 (Cement paints para. 3.4.8)
Hardness, (Barber Colemen Impressor) Requirement min = 30, max = 60		Fed. Spec. TT-P-0035 (para 4.4.9)
7 days	35	
14 days	47	
21 days	52	
Abrasion resistance, 3,000 L sand	Passed	Fed. Spec. TT-P-141B
Reflectance		ASTM D 2244 using Hunterlab D-25 meter
Gray Thoroseal®	64.2	
White Thoroseal®	88.1	
Fungus resistance, at 21 days	No growth; meets all requirements	Fed. Spec. TT-P-29B
Surface burning characteristics		ASTM E 84
Flame Spread	0	
Smoke developed	5	
Fire Propagation	Index = 1.5	BS476: Part 6:1981
Flame spread	Class 1	BS476: Part 7:1971

Test results are averages obtained under laboratory conditions. Reasonable variations can be expected.

How to Apply

Surface Preparation

1. Surface preparation is extremely important for proper adhesion. Substrates must be sound and free of dust, dirt, laitance, paints, oils, grease, curing compounds or any other contaminants. Verify substrate has properly cured. Concrete should obtain 80% of design strength, typically achieved within 3 – 14 days. If efflorescence is present, mechanically remove it before proceeding. For extreme cases where this is not adequate, contact Technical Service.

2. Patch all holes and cracks before installation.

3. Relieve hydrostatic pressure in concrete block with weep holes.

4. Roughen or brush blast extremely smooth surfaces such as precast and cast-in-place concrete to ensure good mechanical adhesion of Thoroseal®.

Mixing

1. Mix Thoroseal® with a mixing liquid consisting of a blend of Acryl 60® diluted with water. Maximum dilution ratio is 1 part Acryl 60® to 3 parts water. Approximately 6 quarts of mixing liquid is needed per 50 lbs of Thoroseal® powder. Up to 2 additional quarts of mixing liquid may be added when using as a rubbing compound.

2. For best results, mechanically mix Thoroseal® with a slow-speed drill and mixing paddle. Gradually add the powder to the mixing liquid while drill is running.

3. When properly blended, Thoroseal® will have the lump-free consistency of smooth, heavy batter.

4. Allow the Thoroseal® and Acryl 60® mixture to rest undisturbed for a minimum of 10 minutes to fully wet out all the powder. Then remix the wet mixture and apply. A small amount of mixing liquid can be added to this remixing.

5. Pot life is 60 – 90 minutes at 70° F (21° C). At high temperatures and low relative humidity, pot life can be significantly less.

Application

1. Apply Thoroseal® with a Thoro® brush or broom or equivalent stiff fiber brush or by textured spray equipment. Spray applications of the first coat require back brushing or brooming to properly fill voids and achieve uniformity.

2. Completely dampen the substrate with water before application starts. Do not saturate the substrate, but keep it cool and damp throughout the application.

3. It is essential to work first coat thoroughly into the substrate to completely fill and cover all voids, holes and nonmoving cracks. Finish with a horizontal stroke for an even coat.

4. Allow to cure 24 hours, then apply the second coat and finish with a vertical stroke. Above grade, the second coat can be replaced with a Thoro® high-build architectural coating to achieve better color uniformity.

5. On block or masonry walls, allow 5 – 7 days before applying second coat to eliminate joint read through.

Specific Applications

Above-grade interior or exterior applications in positive pressure situations (direct contact with rain or standing water with a low head of pressure)

1. A 50 lb (22.7 kg) bag of Thoroseal® will provide the following coverage at the designated material usage.

Recommended coverage:

- First Coat: 2 lbs/yd² (1.1 kg/m²) = 225 ft²/50 lb bag (20.9 m²/22.7 kg bag)
- Second Coat: 1 lb/yd² (0.54 kg/m²) = 450 ft²/50 lb bag (41.8 m²/22.7 kg bag)
- Total: 3 lbs/yd² (1.6 kg/m²), cured nominal thickness of 1/16" (1.6 mm).

Coverage will vary depending on surface texture and porosity.

2. A 3 lbs/yd² (1.6 kg/m²) application rate does not eliminate surface irregularities such as struck mortar joints. To hide surface irregularities, spray and back-brush a base coat of Thoroseal® at 2 lbs/yd² (1.1 kg/m2) and allow it to cure for 5 – 7 days. Then spray apply and back trowel a topcoat of Thoroseal® Plaster Mix (see Form No. 1019908) at an application rate of 9 lbs/yd² (4.9 kg/m²).

BELOW-GRADE INTERIOR APPLICATIONS

1. The standard application is 3 lbs/yd² (1.6 kg/m²).

2. For high hydrostatic pressure conditions (over 15 psi [0.10 MPa]), increase application rate to 4 lbs/yd² (2.2 kg/m²) and waterproof from the positive side wherever possible.

BELOW-GRADE EXTERIOR APPLICATIONS

1. Use Thoroseal® Foundation Coating (see Form No. 1019907) For high hydrostatic pressure conditions (over 15 psi [0.10 MPa]), apply a base coat of Thoroseal® Foundation Coating at 2 lbs/yd² (1.1 kg/m²) and allow to cure for 5 – 7 days.

2. Then apply a topcoat of Thoroseal® Plaster Mix at 12 lbs/yd² (6.5 kg/m²). A steel trowel finish is recommended.

3. For both below-grade interior and below-grade exterior applications where water might move between vertical walls and slab or footer, it is recommended to cut out and place a Waterplug® cove at the wall and floor junction prior to the application of the Thoroseal® base coat.

4. Thoroseal® can be covered with extruded polystyrene insulation board during the second coat application. The board must be fully coated with Thoroseal® and embedded into the still-wet coating already in place on the walls. Exercise care when placing the coated board because it should not be moved or slipped. Once placed, do not move the board. After curing, prepare the above-grade portions of the boards by roughening or removing the surface skin and then coating with Thoroseal® to protect them from UV light degradation.

WATERPROOFING POTABLE WATER TANKS OR RESERVOIRS

1. Install Thoroseal® as directed in the general Application instructions.

2. After Thoroseal® has fully cured, wash down the Thoroseal® surface with saline solution (salt brine, 1 lb salt per 1 gallon water).

3. Leave saline solution on the entire Thoroseal® surface for at least 24 hours.

4. Rinse off saline solution completely. If needed, reapply saline solution until final rinse water is completely clean and clear.

Color Uniformity

With any cementitious product, such as Thoroseal®, it may be difficult to achieve color uniformity due to weather and substrate variability. For this reason, it may be necessary to apply a topcoat of a Thoro® architectural coating.

Clean Up

Promptly clean hands and all tools with warm water while product is still wet. Cured material may only be removed mechanically.

For Best Performance

- Thoroseal® must be modified with Acryl 60® to achieve the properties listed in the technical data section.
- Do not apply to substrates with active water leaks or moving cracks; patch all leaking static cracks and holes with Waterplug®. Repair any other nonmoving cracks or voids with the appropriate Thoro® repair product and repair all moving cracks or voids with appropriate sealant.
- Maintain or place expansion and control joints as necessary.
- Do not apply in rain or when rain is expected within 24 hours. Do not apply above 90° F (32° C) or below 40° F (4° C) or when temperatures are expected to fall below 40° F (4° C) within 24 hours. For hot and cold temperature applications, store Thoroseal®, Acryl 60® and water at 50° F (10° C) to 70° F (21° C) before use.
- Hot substrates will effect working time and material strength.
- Variations between inside and outside temperatures may result in condensation on below-grade walls treated with Thoroseal®. This can be alleviated by assuring that adequate ventilation exists.
- Windy, dry or hot conditions may require rewetting of Thoroseal® during cure and the use of polyethylene barriers.
- Before specifying Thoroseal® for water-retaining structures, conduct tests to determine water quality. Thoroseal® is not intended for continuous contact with acid or sulfate-containing water. Very soft water will have an adverse effect on Thoroseal®.
- Service temperatures: immersion, up to 140° F (60° C); cleaning water, up to 200° F (93° C); dry air, up to 220° F (104° C).
- On all projects, it is recommended that a sample be prepared on site and approved prior to the commencement of the work. The site sample should confirm the color, texture and workmanship required until the job is finished and accepted. Retain the sample until final approval is secured.
- Allow Thoroseal® to cure 7 – 10 days before immersion in water.
- Make certain the most current versions of product data sheet and MSDS are being used; call Customer Service (1-800-433-9517) to verify the most current version.
- Proper application is the responsibility of the user. Field visits by BASF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

Health and Safety

THOROSEAL®

Warning!

Thoroseal® contains Portland cement; silica, crystalline quartz; iron oxide; magnesium oxide; limestone; gypsum; calcium hydroxide; calcium oxide and anhydrite.

Risks

Product is alkaline on contact with water and may cause injury to skin or eyes. Ingestion or inhalation of dust may cause irritation. Contains small amount of free respirable quartz which has been listed as a suspected human carcinogen by NTP and IARC. Repeated or prolonged overexposure to free respirable quartz may cause silicosis or other serious and delayed lung injury.

Precautions

KEEP OUT OF THE REACH OF CHILDREN. Avoid contact with skin, eyes and clothing. Prevent inhalation of dust. Wash thoroughly after handling. Keep container closed when not in use. DO NOT take internally. Use only with adequate ventilation. Use impervious gloves, eye protection and if the TLV is exceeded or used in a poorly ventilated area, use NIOSH/ MSHA approved respiratory protection in accordance with applicable federal, state and local regulations.

First Aid

In case of eye contact, flush thoroughly with water for at least 15 minutes. In case of skin contact, wash affected areas with soap and water. If irritation persists, SEEK MEDICAL ATTENTION. Remove and wash contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs or if swallowed, SEEK IMMEDIATE MEDICAL ATTENTION.

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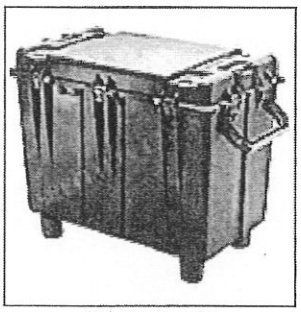
These cases are ideal as: Trade Shows Cases, Military Storage and Maneuvers Cases, Disaster Response Team Cases, Shipping Large Printers, Engines, & Generator Cases and In House Storage Roll Around Work Carts.

The Pelican 0500 Transport Case Can Be Used in Several Different Ways:

- Large shipping case
- Roll around locking storage container
- Mobile equipment table with storage below in the office or warehouse
- Replacement for smaller/medium crates
- Removable lid can also be used as a pallet
- When turned upside down, the case body can be used as weatherproof equipment cover attached to the pallet style base



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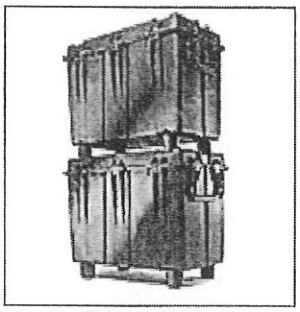
Case shown with optional pallet risers



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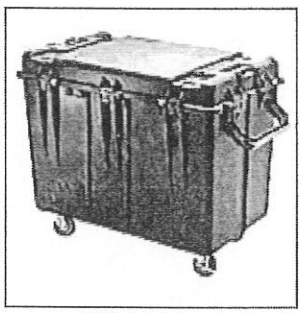
The 0500 cases can stack 1 level high pallet possible



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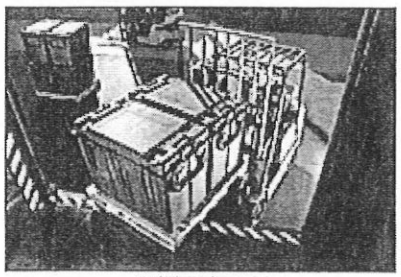
Case shown with optional removable wheels



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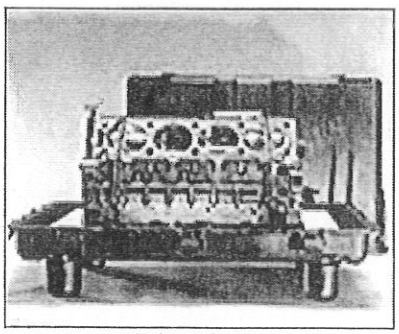
The Pelican 0500 case is designed to fit two cases on a 42 x 48 pallet



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The 0500 lid completely removes and can be used as a pallet. The body of the case then functions as a water, sand and dust proof equipment cover

0500 Transport Case

Parker Cases

Pelican Cases

SKB Cases

Specialty Laptop Cases

Specialty Monitor Cases

Specialty Server Cases

About Specialty Cases:

About Us

Payment

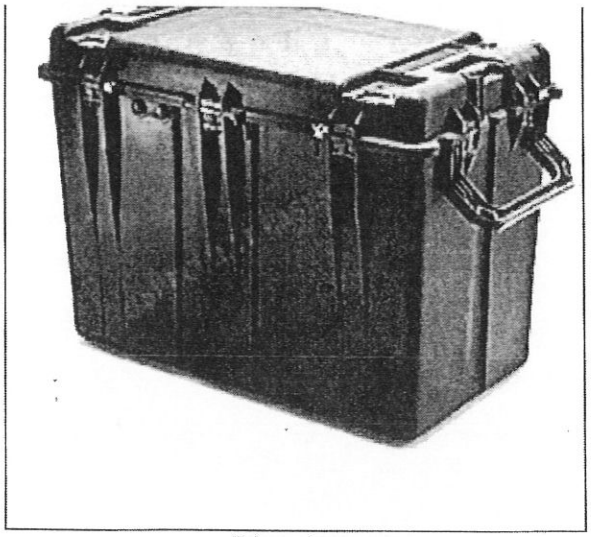
Returns

Shipping Times

Testimonials

Interior Dimensions: 34.95 x 18.45 x 25.25 in. (88.7 x 46.8 x 64.1 cm)

- **Watertight, crushproof, and dust proof**
- Optional Pallet Riser Kit
- Optional Caster Wheel Kit Complete with Brakes
- Easy Open Double Throw Latches
- Open Cell Core with Solid Wall Design – Strong, Lightweight
- O-Ring Seal
- Dual Integrated Automatic Pressure Equalization Valves
- Double Wide Grip Fold Down Handles – Makes Lifting Easy
- Lifetime Guarantee of Excellence
- Stainless Steel Hardware and Padlock Protectors
- Lid is Completely Removable
- Store Documents Outside the Case with Our Document Container
- **Can Be Inverted and Used as a Pallet with an Airtight Cover**
- **Fit Two 0500 Cases per Pallet, Four when Stacked!**



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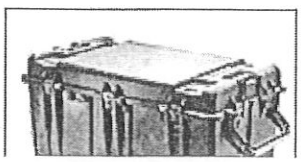
Pelican 0500 Transport Case

Configurations	
Cat. #	**Description**
0500	0500 Transport Case with Pick & Pluck Foam
0450NF	0500 Transport Case with No Foam

0500 Transport Case Specifications		
Exterior Dimensions (L x W x D)	**Interior Dimensions (L x W x D)**	
39.95 x 23.45 x 28.65 in. (101.4 x 59.5 x 72.7 cm)	34.95 x 18.45 x 25.25 in. (88.7 x 46.8 x 64.1 cm)	
Lid Depth	**Bottom Depth**	**Total Depth**
2.25 in. (5.7 cm)	23 in. (58.4 cm)	25.25 in. (64.1 cm)
Weight with Foam	**Weight without Foam**	**Buoyancy Max.**
58.6 lbs. (26.58 kg)	50 lbs. (22.68 kg)	780 lbs. (353.8 kg)
Range Temperature	**No. of Wheels**	
-40 / 210° F (-40 / 99° C)	4 (optional)	

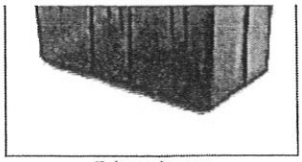
0500DF Pelican Case – Case filled with Pick & Pluck (Diced) Foam and no accessories
Exterior Dimensions: (L x W x D)
39.95 x 23.45 x 28.65 in.
(101.4 x 59.5 x 72.7 cm)

Interior Dimensions: (L x W x D)
34.95 x 18.45 x 25.25 in.
(88.7 x 46.8 x 64.1 cm)



Weight with Foam: 58.6 lbs.

Item Code	Description	Color	Price/Ea.
0500DF	0500 Case with Diced Foam	Black	$692



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0500NF Pelican Case – Case with No Foam (empty) and no accessories

Exterior Dimensions: (L x W x D)
39.95 x 23.45 x 28.65 in.
(101.4 x 59.5 x 72.7 cm)

Interior Dimensions: (L x W x D)
34.95 x 18.45 x 25.25 in.
(88.7 x 46.8 x 64.1 cm)

Weight with no foam: 50 lbs.

Item Code	Description	Color	Price/Ea.
0500NF	0500 Case with No Foam	Black	$576

No Image Available

0501 Pelican Accessory – 7 Piece Replacement Foam Set – "Pick & Pluck" (Diced) Foam

Item Code	Description	Color	Price/Ea.
0501	7 Piece replacement foam set	Black	$276

No Image Available

0507 Pelican Accessory – Caster Wheel Kit

Item Code	Description	Color	Price/Ea.
0507	Caster wheel set	Black	$99

No Image Available

0508 Pelican Accessory – Pallet Riser Kit

Item Code	Description	Color	Price/Ea.
0508	Pallet riser kit	Black	$99

No Image Available

1630DC Pelican Accessory – Document Container Accessory

Item Code	Description	Color	Price/Ea.
1630DC	Document container accessory	Black	$9

No Image Available

Back to Top of Page Back to Home Page Site Map

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Shipping & Carrying Cases
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(301) 497-9032, Fax: (301) 497-1565

info@specialtycases.com

Click Here for Shipping Case transit times by state

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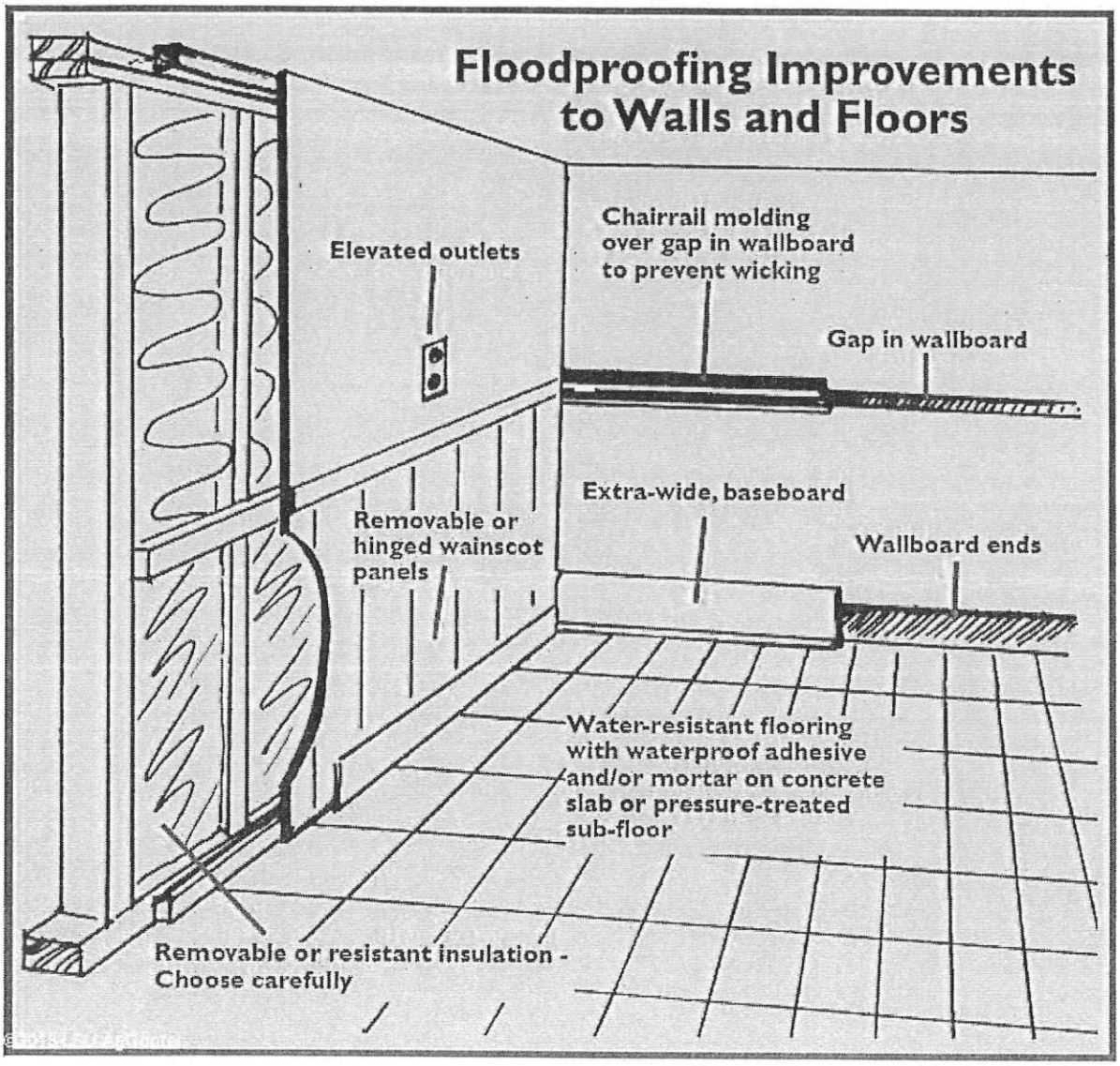
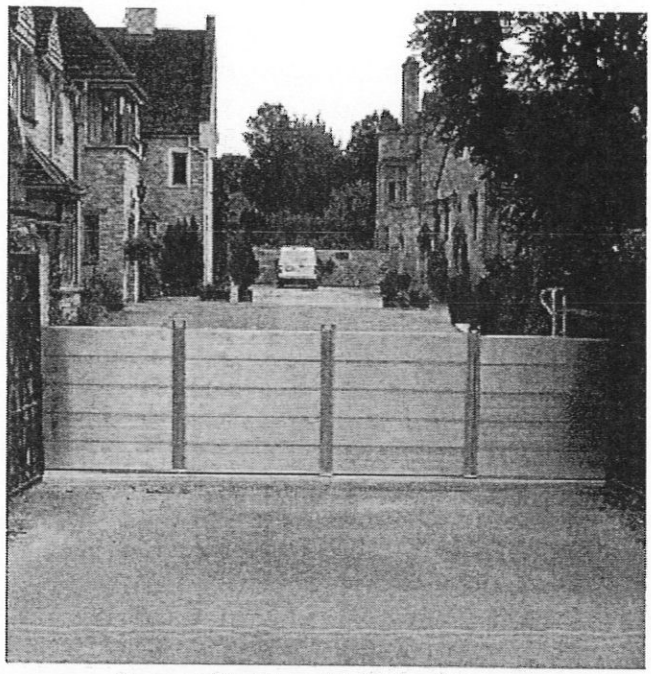
APPENDIX B

DRAFT

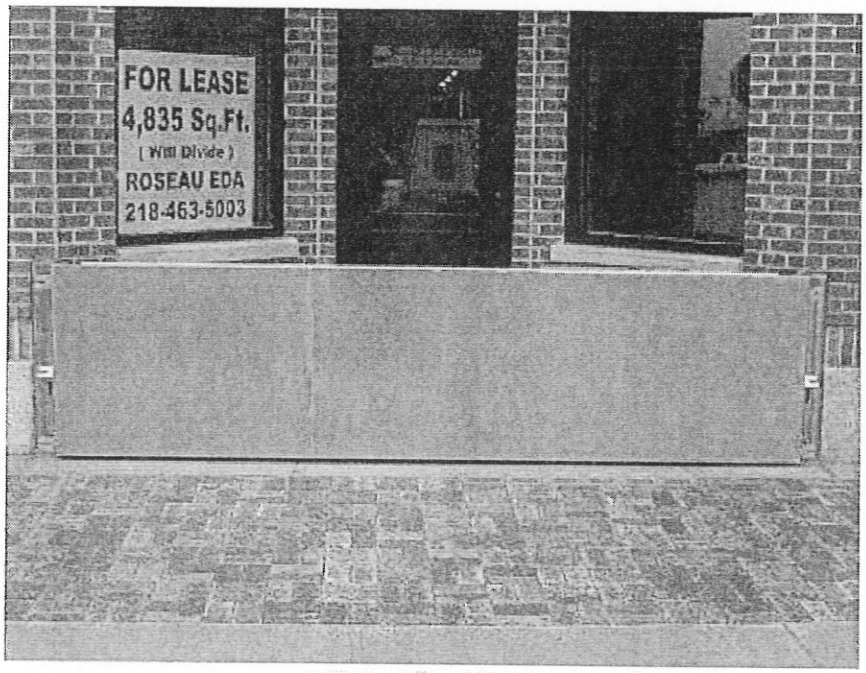

Floodproofing Improvements to Walls and Floors
Elevated outlets
Chairrail molding over gap in wallboard to prevent wicking
Gap in wallboard
Extra-wide, baseboard
Removable or hinged wainscot panels
Wallboard ends
Water-resistant flooring with waterproof adhesive and/or mortar on concrete slab or pressure-treated sub-floor
Removable or resistant insulation - Choose carefully

APPENDIX C

DRAFT

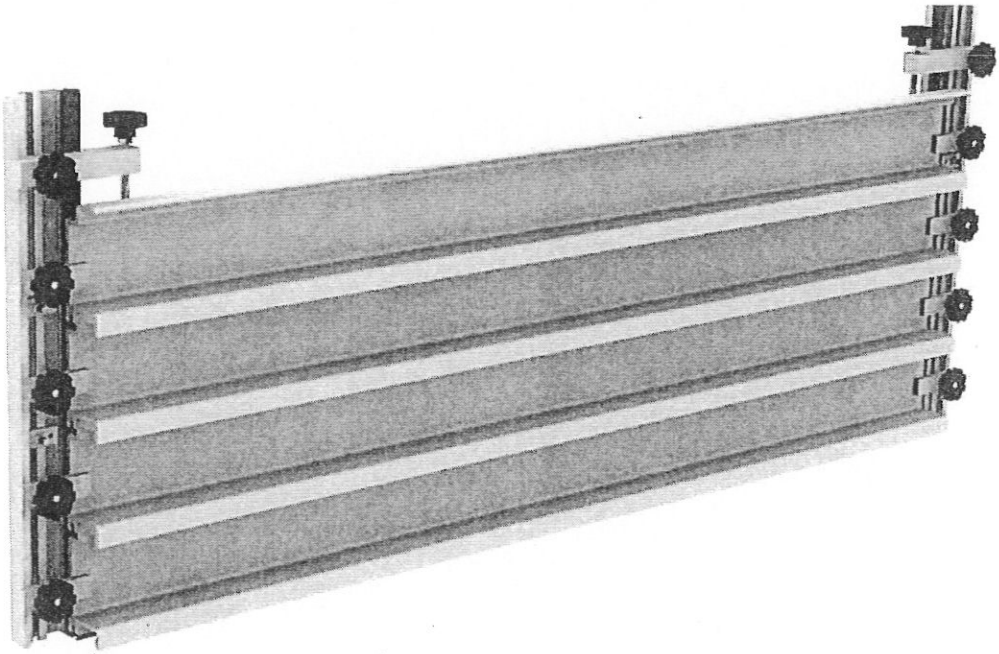


Removable WaterWall Flood Barrier

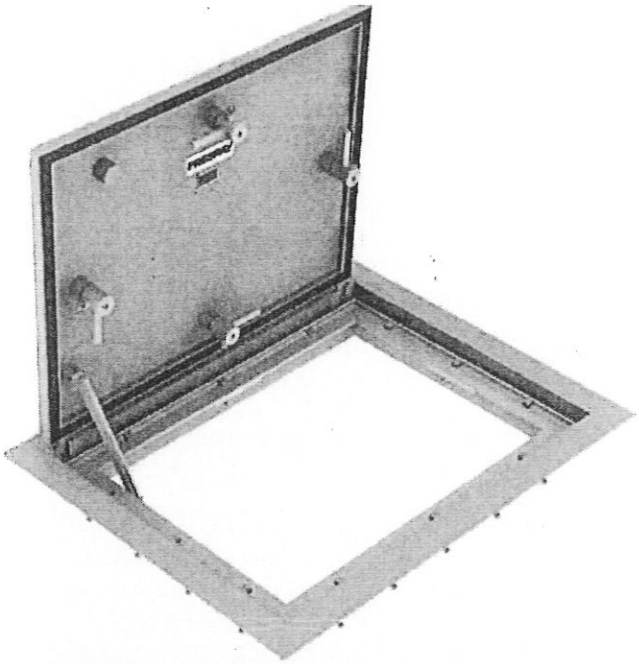


Lift Out Flood Barrier

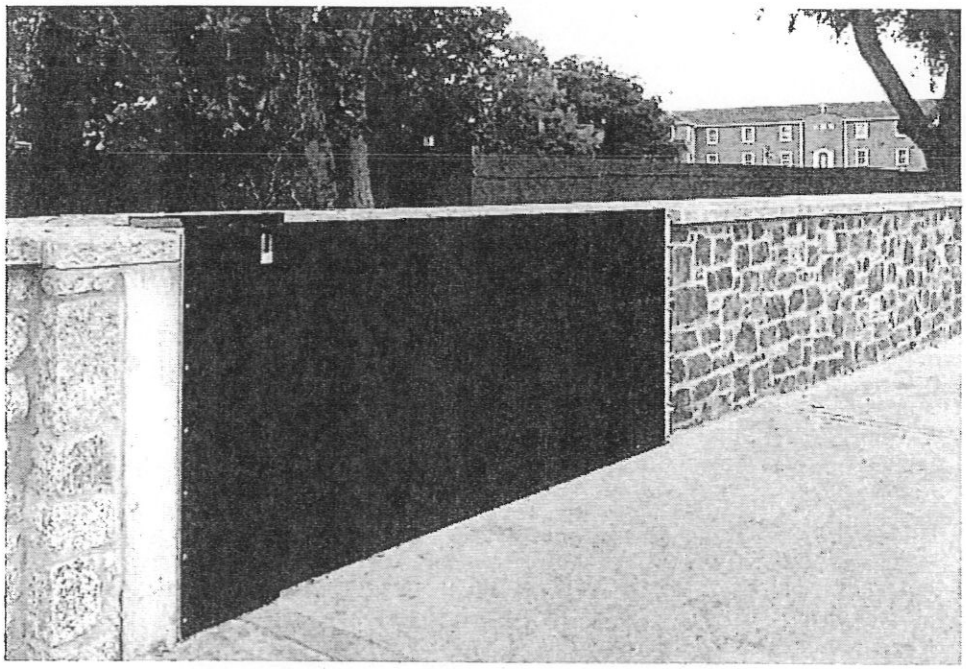
FastLogs Stackable Flood Barrier



FastLogs Stackable Flood Barrier

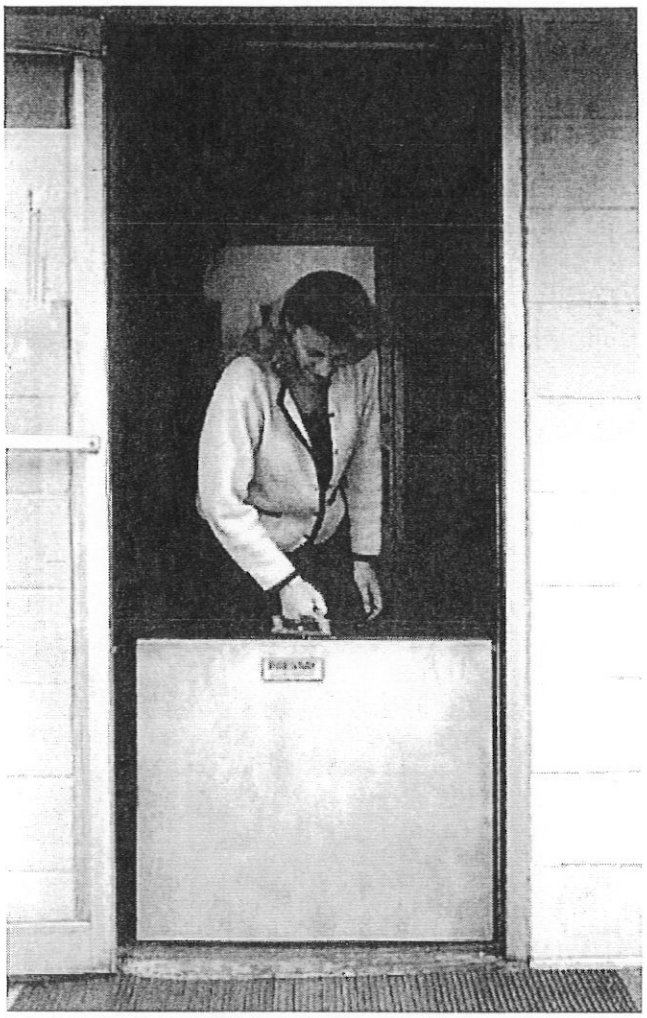


Hinged Watertight Hatch with Mechanical Seals

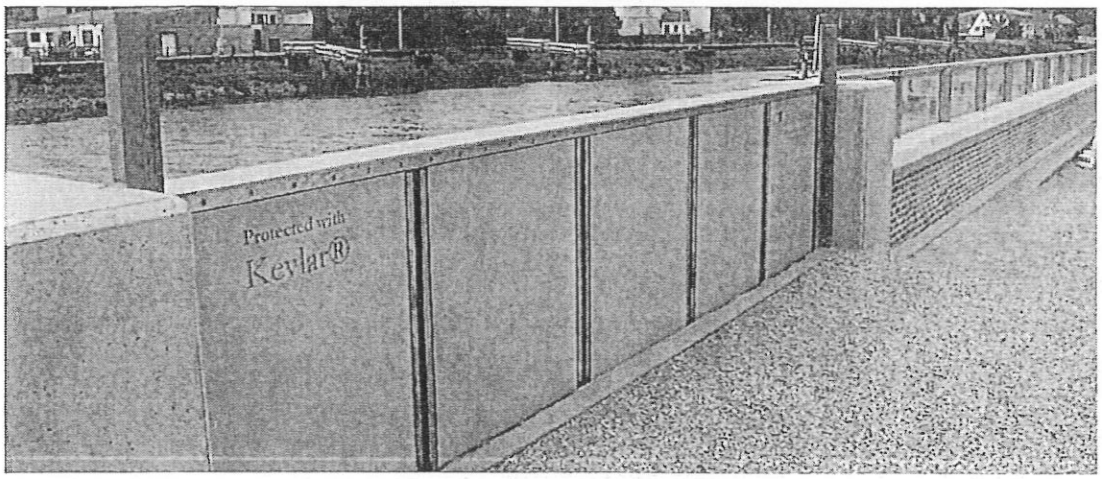


Lift-Hinge Flood Gate Recessed Into Wall

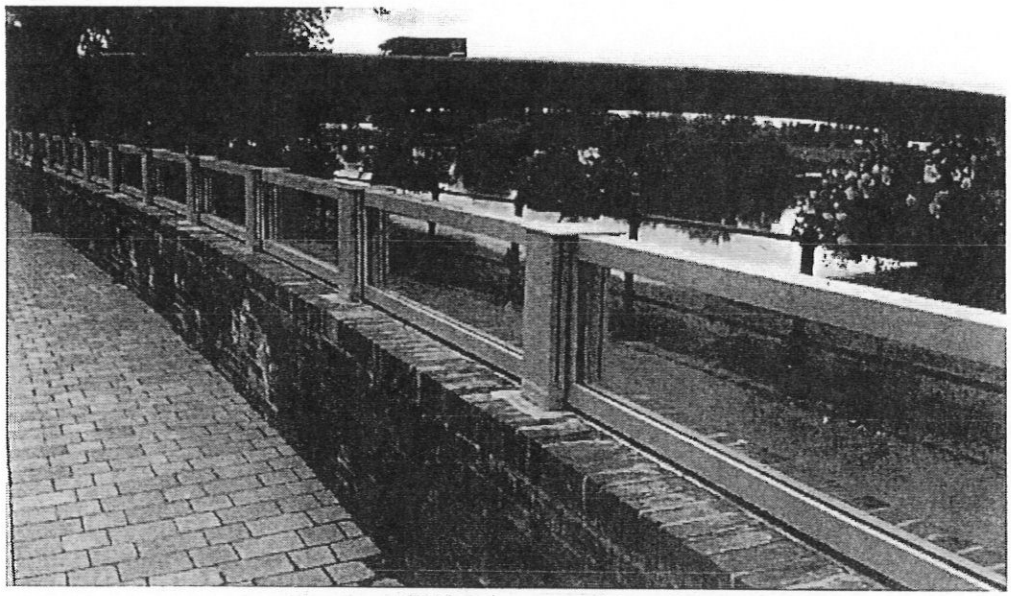
Hoboken Flood Mitigation



Modular Flood Barrier



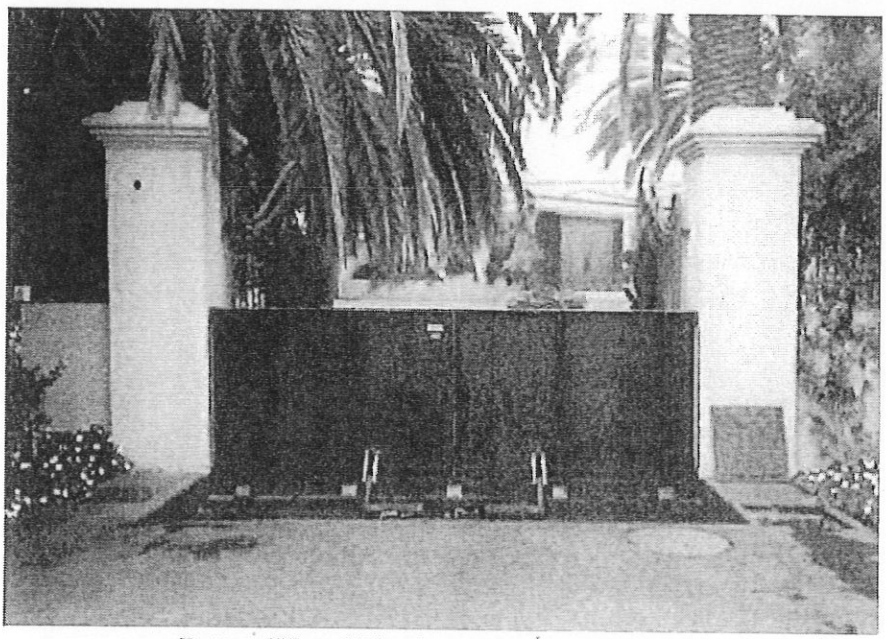
Floodbarrier and Floodwall



Floodwall With Watertight Glass Panes

Glass Flood Barrier

Bottom Hinged Floodgate (Normal Conditions)



Bottom Hinged Floodgate (Deployed Position)

APPENDIX D

DRAFT

Rescue Company 1

Option 1

Dry Floodproofing	Unit Price	Quantity (SF)	Total
Flood panels	$ 200.00	96	$ 19,200.00
Flood doors	$ 200.00	28	$ 5,600.00
Reinforced Concrete Wall (or Watertight Bilco Door)	$ 65.00	60	$ 3,900.00
Waterproofing Exterior of Building	$ 15.00	460	$ 6,900.00
Backflow Preventers	$ 6,000.00	2	$ 12,000.00
		Subtotal	$ 47,600.00

Option 2

Wet Floodproofing			
Waterproof Interior Flooring	5	3070	$ 15,350.00
Waterproof Interior Walls	15	1000	$ 15,000.00
Backflow Preventers	6000	2	$ 12,000.00
		Subtotal	$ 42,350.00

Ladder Company 2

Wet Floodproofing			
Waterproof Interior Flooring	$ 5.00	1925	$ 9,625.00
Waterproof Interior Walls	$ 15.00	1100	$ 16,500.00
Backflow Preventers	$ 6,000.00	2	$ 12,000.00
Raising Utilities	$ 25,000.00	2	$ 50,000.00
		Subtotal	$ 88,125.00

Fire Department Headquarters

Option 1

Dry Floodproofing	Unit Price	Quantity (SF)	Total
Flood panels	$ 200.00	180	$ 36,000.00
Flood doors	$ 200.00	56	$ 11,200.00
Waterproofing Exterior of Building	$ 15.00	1000	$ 15,000.00
Backflow Preventers	$ 6,000.00	2	$ 12,000.00
Raising Utilities	$ 25,000.00	2	$ 50,000.00
		Subtotal	$ 124,200.00

Option 2

Wet Floodproofing			
Waterproof Interior Flooring	$ 5.00	2215	$ 11,075.00
Waterproof Interior Walls	$ 15.00	1600	$ 24,000.00
Backflow Preventers	$ 6,000.00	2	$ 12,000.00
Raising Utilities	$ 25,000.00	2	$ 50,000.00
		Subtotal	$ 97,075.00

Volunteer Ambulance Corps

Option 1

Dry Floodproofing	Unit Price	Quantity (SF)	Total
Waterproof exterior walls	$ 15.00	200	$ 3,000.00
Waterproof interior walls	$ 15.00	800	$ 12,000.00
Flood door	$ 200.00	56	$ 11,200.00
Flood panel	$ 200.00	120	$ 24,000.00
Backflow Preventers	$ 6,000.00	1	$ 6,000.00
		Subtotal	$ 56,200.00

Option 2

Wet Floodproofing			
Waterproof Interior Flooring	$ 5.00	2250	$ 11,250.00
Waterproof Interior Walls*	$ 15.00	920	$ 13,800.00
Backflow Preventers	$ 6,000.00	1	$ 6,000.00
Raising Utilities	$ 25,000.00	1	$ 25,000.00
		Subtotal	$ 56,050.00

Public Library

Option 1

Dry Floodproofing	Unit Price	Quantity (SF)	Total
Reinforced Concrete Floodwall*	$ 65.00	1000	$ 65,000.00
Flood panel	$ 200.00	24	$ 4,800.00
Backflow Preventers	$ 6,000.00	2	$ 12,000.00
		Subtotal	$ 81,800.00

Option 2

Wet Floodproofing (Based on 4 ft. Height)			
Waterproof Interior Flooring	$ 5.00	4637	$ 23,185.00
Waterproof Interior Walls*	$ 15.00	3790	$ 56,850.00
Backflow Preventers	$ 6,000.00	2	$ 12,000.00
Raising Utilities	$ 25,000.00	1	$ 25,000.00
		Subtotal	$ 117,035.00

Option 3

Wet Floodproofing (Based on Full Depth Basement)			
Waterproof Interior Flooring	$ 5.00	4637	$ 23,185.00
Waterproof Interior Walls*	$ 15.00	9475	$ 142,125.00
Backflow Preventers	$ 6,000.00	2	$ 12,000.00
Raising Utilities	$ 25,000.00	1	$ 25,000.00
		Subtotal	$ 202,310.00

Midtown Garage

Option 1

Dry Floodproofing	Unit Price	Quantity (SF)	Total
Flood panels	$ 200.00	296	$ 59,200.00
Flood doors	$ 200.00	420	$ 84,000.00
Waterproof Exterior of Building	$ 15.00	3000	$ 45,000.00
Backflow preventers	$ 6,000.00	4	$ 24,000.00
		Subtotal	$ 212,200.00

Option 2

Wet Floodproofing	Unit Price	Quantity (SF)	Total
Waterproof Interior Flooring	$ 5.00	13100	$ 65,500.00
Waterproof Interior Walls	$ 15.00	14500	$ 217,500.00
Backflow Preventers	$ 6,000.00	4	$ 24,000.00
Raising Utilities	$ 25,000.00	1	$ 25,000.00
		Subtotal	$ 332,000.00

Hoboken Shelter

Option 1

Dry Floodproofing	Unit Price	Quantity (SF)	Total
Waterproof exterior walls	$ 15.00	500	$ 7,500.00
Reinforced Concrete Floodwall	$ 65.00	200	$ 13,000.00
Flood door	$ 200.00	28	$ 5,600.00
Flood panel	$ 200.00	24	$ 4,800.00
Backflow Preventers	$ 1,500.00		$ -
		Subtotal	$ 30,900.00

Multiservice Center

Option 1

Dry Floodproofing	Unit Price	Quantity (SF)	Total
Flood panels	$ 200.00	42	$ 8,400.00
Flood doors	$ 200.00	280	$ 56,000.00
Waterproofing Exterior of Building	$ 15.00	2400	$ 36,000.00
Backflow Preventers	$ 6,000.00	6	$ 36,000.00
		Subtotal	$ 136,400.00

Option 2

Wet Floodproofing			
Waterproof Interior Flooring	$ 5.00	15700	$ 78,500.00
Waterproof Interior Walls	$ 15.00	13100	$ 196,500.00
Backflow Preventers	$ 6,000.00	6	$ 36,000.00
Raising Utilities	$ 25,000.00	2	$ 50,000.00
		Subtotal	$ 361,000.00

Department of Public Works/Central Garage

Option 1

Dry Floodproofing (Building & Parking Area)	Unit Price	Quantity (SF)	Total
Reinforced Concrete Floodwall	$ 65.00	2240	$ 145,600.00
Flood panels	$ 200.00	200	$ 40,000.00
Flood doors	$ 200.00	112	$ 22,400.00
Waterproof Exterior of Building	$ 15.00	2020	$ 30,300.00
Backflow preventers	$ 6,000.00	3	$ 18,000.00
		Subtotal	$ 256,300.00

Option 2

Dry Floodproofing (Building Only)	Unit Price	Quantity (SF)	Total
Flood panels	$ 200.00	600	$ 120,000.00
Flood doors	$ 200.00	196	$ 39,200.00
Waterproof Exterior of Building	$ 15.00	3000	$ 45,000.00
Backflow preventers	$ 6,000.00	3	$ 18,000.00
		Subtotal	$ 222,200.00

Option 3

Wet Floodproofing	Unit Price	Quantity (SF)	Total
Waterproof Interior Flooring	$ 5.00	18100	$ 90,500.00
Waterproof Interior Walls	$ 15.00	2955	$ 44,325.00
Backflow preventers	$ 6,000.00	3	$ 18,000.00
Watertight Containers	$ 691.20	10	$ 6,912.00
Watertight Containers w/ Wheels	$ 810.00	10	$ 8,100.00
		Subtotal	$ 167,837.00

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____
Resolution in Support of the Northern Branch Corridor Project

WHEREAS, In April 2000, the New Jersey Transit Corporation (New Jersey Transit) began operating the Hudson-Bergen Light Rail line, which provides light rail service to municipalities in Hudson County from Bayonne to North Bergen but does not continue north into Bergen County along the Northern Branch of the line; and

WHEREAS, To provide more public transit options for Bergen County residents, New Jersey Transit had decided to assess the feasibility of the Northern Branch Corridor Project, which is the Hudson-Bergen Light Rail improvement project that will extend the light rail line north into Bergen County; and

WHEREAS, The North Branch Corridor Project has been studied in various iterations over the course of a decade through Project Studies including Scoping Documents, Draft Environmental Impact Statements; and

WHEREAS, The Northern Branch Corridor Project has progressed to a stage where New Jersey Transit has received approval from the Federal Transit Administration to compose a Supplemental Draft Environmental Impact Statement (SDEIS) which will memorialize the final changes to the project and which will be completed by the Summer of 2015; and

WHEREAS, In light of the SDEIS and its forthcoming completion, the Northern Branch Corridor Project is now ripe for final approval and implementation to provide a much needed transportation alternative for the people of Bergen County which will enhance and decongest the entire transportation fabric of the North Eastern Region of New Jersey; and

WHEREAS, The Northern Branch Corridor Project will create new light rail stations in North Bergen, Ridgefield, Palisades Park, Leonia, and Englewood and will extend the light rail line from its present termination point at the North Bergen light rail station to a new termination point at the proposed Englewood Hospital and Medical Center light rail station; and

WHEREAS, The Northern Branch Corridor Project has the potential to provide many Hudson and Bergen County residents with access to health services, employment, and other economic opportunities in the municipalities that will be served by the proposed light rail stations; and

WHEREAS, The Federal Transit Administration estimates that the Bergen County portion of the Northern Branch Corridor Project has the potential to add 23,800 daily riders on the Hudson-Bergen Light Rail line by the year 2030, which has the potential to significantly reduce traffic

congestion on Bergen County roadways as more riders are anticipated to utilize the proposed light rail stations instead of motor vehicles; and

WHEREAS, The Northern Branch Corridor Project will offer Hudson and Bergen County residents added mobility and greater incorporation into the New Jersey Transit system, while cultivating economic growth in municipalities that will be served by the proposed light rail stations and others throughout the region; and

WHEREAS, As an incentive of the "New Jersey Economic Opportunity Act of 2013," businesses within a half mile of a new light rail station will be eligible for tax credits under the Grow New Jersey Program; and

WHEREAS, The City Council of the City of Hoboken finds that it is in its interest to extend the Hudson-Bergen Light Rail line into Bergen County to improve the lives of the residents of the entire region by providing greater access to services, offering more public transit options, alleviating traffic congestion, creating jobs, and promoting economic growth along the Hudson-Bergen Light Rail line; and

WHEREAS, The Mayors of the municipalities of the existing Hudson Bergen Light Rail and those of the Northern Branch Corridor Project extension have come together to form the Mayors' Hudson Bergen Light Rail Commission which is a single focused entity that will unify each of the independent municipalities of the line together and speak with one voice; and

WHEREAS, The Mayors' Hudson Bergen Light Rail Commission will also coordinate ground-up planning and consultation between the local government entities within each municipality, both counties and amongst stakeholders while providing a direct conduit to NJ Transit, the lead agency in the project; and

WHEREAS, The Mayors' Hudson-Bergen Light Rail Commission will serve as a semi-permanent body to fulfill the needs of the line communities, individually and collectively; and

WHEREAS, The Mayors' Hudson-Bergen Light Rail Commission primary objectives will be to promote the connection of the two largest and most congested counties in New Jersey to enhance transportation to and from Englewood to North Bergen, Hoboken, Jersey City and Bayonne, as well as New York City, also seeking to create jobs and development along the line connecting all residents living in Bergen County to Hudson County and NYC and focusing on economic growth all within the context of advancing the Northern Branch Corridor Project; now therefore, be it

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Hoboken hereby expresses its support of the Northern Branch Corridor Project, which is the extension of passenger light

rail service to the Northern Branch of the Hudson Bergen Light Rail commencing in the Township of North Bergen and terminating in the City of Englewood at Englewood Hospital and Medical Center; and be it further

RESOLVED, the City Council of the City of Hoboken hereby expresses its commitment of support and endorsement of the Mayors' Hudson Bergen Light Rail Commission as a single focused entity that will unify each of the independent municipalities of the entire Hudson Bergen Light Rail Line and speak with one voice as well as coordinate ground-up planning and consultation between the local government entities within each municipality, both counties and amongst stakeholders while providing a direct conduit to NJ Transit, the lead agency in the project; and be it further

RESOLVED, the City Council of the City of Hoboken hereby directs that a duly authenticated copy of this Resolution be transmitted to the Mayors' Hudson Bergen Light Rail Commission through its Co-Chairmen Mayor Frank Huttle III of Englewood and Mayor Steven M. Fulop of Jersey City, the offices of the State Legislators of Hudson County and Bergen County, the Offices of the Members of the United State House of Representatives for Hudson County and Bergen County, the Offices of the United States Senators for the State of New Jersey, the Office of the Administrator of the Federal Transit Administration, and to the Office of the Executive Director of the New Jersey Transit Corporation.

Meeting date: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

Introduced by: _____
Seconded by: _____

13

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED EDMUNDS, CHASE PAYMENTECH, AND FIS/LINK2GOV APPLICATIONS FOR CREDIT CARD MERCHANT AGREEMENTS ON BEHALF OF THE CITY OF HOBOKEN, FOR THE USE OF CREDIT CARD PAYMENTS FOR PROPERTY TAX PAYMENTS BY PROPERTY OWNERS

WHEREAS, the City wishes to finalize and execute the attached applications, and enter into the attached agreements with Edmunds, Chase Paymentech and FIS/Link2Gov, for the City to obtain the ability to allow credit card merchant transactions for payment of City of Hoboken property taxes by property owners; and

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

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Administration to finalize the attached applications and enter into the attached credit card service merchant service agreements, by and between Edmunds, Chase Paymentech and FIS/Link2Gov; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting filed applications and executed contracts 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 the Director or Finance 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: July 9, 2014

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

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

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

JUL 09 2014

CITY CLERK

EDMUNDS
& ASSOCIATES
Software Solutions for Local Government

June 1, 2014

Mr. Solomon Steplight
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Dear Mr. Steplight,

This letter is in response to your request for an explanation as to how Edmunds secures customer account information within the Web Inquiry and Payment Portal (WIPP) application. Additionally it explains the contractual relationship between Edmunds and Associates, Inc. and Metavante Corporation.

On August 10th 2009 Edmunds and Associates, Inc. entered into a three year contract with Metavante Corporation. Metavante is a developer of financial technology services and software. Their primary client base is financial institutions. In October of 2009, Metavante was purchased by Fidelity National Information Services. Fidelity National Information Services is also known as FIS http://www.fisglobal.com.

The service that FIS was contracted to provide is a "Pass-Through" web payment application. The purpose of a pass-through application is to allow Edmunds to present account and billing information and then transparently pass the customer to a secure web site. All sensitive payment information is entered within this secure web site. This pass-through capability eliminates the need for Edmunds to handle, transmit or otherwise "touch" payment information. All aspects of this pass-through capability follow the Payment Card Industry Data Security Standard (PCI DSS).

Edmunds uses the FIS "Pass-Through" web payment service in the Web Inquiry and Payment Portal (WIPP) application. Edmunds displays basic and public account information in WIPP. If a customer decides to make a payment the WIPP application passes to FIS. FIS is responsible for security of customer data. This responsibility is defined in Section 13.5 of the Edmunds / Metavante contract.

13.5 Information Security - Metavante shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of Customer Data, (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data, (iii) protect against unauthorized access to or use of Customer Data that could result in substantial harm or inconvenience to Customer of any of its customers, and (iv) ensure the proper disposal of Customer Data. Customer shall be responsible for maintaining security for its own systems, servers, and communications links as necessary to (a) protect the security and integrity of Metavante's systems and servers on which Customer Data is stored, and (b) protect against unauthorized access to or use of Metavante's systems and servers on which Customer Data is stored. Metavante will (1) take appropriate action to address any incident of unauthorized access to Customer Data and (2) notify Customer as soon as possible of any incident of unauthorized access to Sensitive Customer Information and any other breach in Metavante's security that materially affects Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.

Please contact me if additional information is required.

Sincerely,

Vito W Paladino

Vito Paladino
Vice President of Product Development

301A Tilton Road
Northfield, NJ 08225
P: 1.609.645.7333
VitoP@EdmundsAssoc.com
www.edmundsassoc.com

CHASE Paymentech™

14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952
Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

www.chasepaymentech.com

▶ 1 COMPANY INFORMATION

Federal regulations require that we collect and retain for our records information to verify merchant identity.

COMPANY LEGAL NAME:	City of Hoboken	TAXPAYER ID	
REGISTERED TRADE NAME		YEAR BUSINESS STARTED	
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX)			
CITY		STATE	ZIP CODE
PRIMARY CONTACT		TELEPHONE #	

TYPE OF ENTITY

☐ INDIVIDUAL / SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC* ☐ OTHER: ____

TYPE OF OWNERSHIP:
☐ PUBLIC ☐ PRIVATE ☐ NON PROFIT

* IF LLC, TAXED AS: ☐ DISREGARDED ENTITY ☐ CORPORATION ☐ PARTNERSHIP

STATE OF FORMATION		DATE OF FORMATION (MM/DD/YYYY)	

▶ 2 OWNERS

OWNERS MUST PROVIDE SOCIAL SECURITY NUMBER. EACH OWNER SIGNING AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC, AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST. ATTACH ADDITIONAL SHEETS, IF NECESSARY, ALONG WITH SIGNATURES OF ANY OWNER WHO IS AN INDIVIDUAL.

NAME		SOCIAL SECURITY OR TAX ID NUMBER		BIRTHDATE OR DATE OF INCORPORATION	
STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
SIGNATURE				PERCENT OWNERSHIP	%

NAME		SOCIAL SECURITY OR TAX ID NUMBER		BIRTHDATE OR DATE OF INCORPORATION	
STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
SIGNATURE				PERCENT OWNERSHIP	%

▶ 3 CERTIFICATION

I, the undersigned, being an officer/principal of _____ represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation.

SIGNATURE		DATE	
NAME (please print)		TITLE (please print)	

PAYMENTECH INTERNAL USE ONLY

SUBMITTER NAME	Link2Gov, Corp

*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.

CHASE Paymentech

SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC ("*Paymentech*" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Link2Gov, Corp** in providing you with state-of-the-art payment processing services. When your Customers pay you through Link2Gov, Corp, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Link2Gov, Corp. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Link2Gov, Corp service. We understand and acknowledge that you have contracted with Link2Gov, Corp to obtain Card processing services on your behalf and that Link2Gov, Corp may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

1. ***Your Acceptance of Cards***

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
  (1) Accept ***all*** types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
  (2) Accept ***only*** Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
  (3) Accept ***only*** Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. ***Settlement***

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Link2Gov, Corp. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. ***Chargebacks***

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
  (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;

(2) An authorization/approval code was required and not obtained;
(3) The Transaction was fraudulent;
(4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
(5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. ***Data Security and Privacy***

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Link2Gov, Corp. In the event that you do happen to receive Card Information in connection with the processing services provided by Link2Gov, Corp or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. ***Funding Schedule***

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: ____

ABA No.: ____

Account No.: ____

Account Name: ____

Reference: ____

6. ***Convenience Fee Transactions.*** You and Link2Gov, Corp hereby agree that

- (i) all Convenience Fee Transactions will be submitted by Link2Gov to Paymentech under that certain Submitter Agreement entered into by and between Link2Gov and Paymentech; (ii) all Card transactions will be submitted by Link2Gov on your behalf to Paymentech under the terms of these Payment Processing Instructions and Guidelines, (iii) all Paymentech processing fees, interchange and assessment fees, or other fees that may arise from or relate to the Convenience Fee Transaction shall be paid by Link2Gov, (iv) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with Card transactions shall be paid by Link2Gov, (v) all Chargebacks (but not chargeback fees), returns and similar charges arising from or relating to Card transactions shall be paid by you, (vi) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges arising from or relating to Convenience Fee Transactions shall be paid by Link2Gov, (vii) all funds transfer fees, Chargeback fees and similar charges related to Card transactions shall be paid by Link2Gov (viii) all settlement funds for Convenience Fee Transactions will be paid directly to a bank account designated by Link2Gov, and (ix) all settlement funds for Card transactions will be paid directly to a bank account designated by you in accordance with the Funding Schedule Section 5.

7. ***Definitions***

"***Application***" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"***Card***" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"***Chargeback***" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"***Convenience Fee Transaction***" is a Transaction representing a charge to a customer's Card for the convenience of using the payment channel offered by you and Link2Gov, Corp.

"***Customer***" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"***Member***" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"***Payment Brand***" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"***Payment Brand Rules***" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"***Card Information***" is information related to a Customer or the Customer's Card, that is obtained by you or Link2Gov, Corp from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"***Paymentech***", "***we***", "***our***", and "***us***" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"***Security Standards***" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"***Transaction***" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

City of Hoboken
MERCHANT LEGAL NAME (Print or Type)

Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

Link2Gov, Corp

113 Seaboard Lane, Suite A250, Franklin, TN 37067
Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By:

Print Name: David Miller

Title: Managing Director of Credit

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

LINK2GOV a Metavante company

STANDARD MERCHANT AGREEMENT

MERCHANT INFORMATION

Merchant Name

Address

City State Zip

Primary Financial Contact Phone

Primary Email Address:

TAX PAYMENTS

Time Zone:

Store/Office Open Hours:

End-of-Day/Cut-Time:

Customer Support Phone:

Customer Support Email:

Federal Tax ID:

Primary Fax Number:

SETTLEMENT INFORMATION

Merchants Bank Address

City State Zip

Settlement Type

- ○ Processor Settle *Funds that settle directly from the processor to the merchant.*
- ◉ Link2Gov Settle *Funds that settle from the processor to Link2Gov and Link2Gov then settles the money to the merchant.*

SETTLEMENT ACCOUNT

Routing and Transit Number (9 digits)

DDA Account Number (attach a voided check)

Bank Account Name:

Company Name (Settlement)

Company ID (Settlement)

FEE ACCOUNT

Routing and Transit Number (9 digits)

DDA Account Number (attach a voided check)

N/A

Bank Account Name: N/A

Company Name (Settlement)

N/A

Company ID (Settlement)

N/A

PAYMENT INFORMATION (SPECIAL INSTRUCTIONS REQUIRE Page 3)

Processor Types

- ☐ Concord
- ☐ Concord Direct Dial
- ☑ Paymentech (for credit/debit payment types)
- ☐ Paymentech Direct Dial
- ☐ Network/Vital/Verus
- ☑ T-Tech (if eCheck payment type is accepted)
- ☐ Tandem (Discover)
- ☐ Other: (please complete Page 3

Channel Types

- ☐ IVR
- ☑ 3-Page/5-Page/Custom WEB
- ☐ Direct IP POS
- ☐ Direct Dial POS
- ☐ Virtual Terminal
- ☐ Gateway/API
- ☐ MultiPay POS Terminal
- ☐ Other: (please complete Page 3

Payment Types

- ☐ Visa
- ☐ Mastercard
- ☐ Discover
- ☐ Amex
- ☐ Pin Debit
- ☐ Electronic Check
- ☐ Pinless Debit

Convenience Fee

- ☑ Flat e-Check: $1.05/transaction; Visa debit: $3.95
- ☑ Percentage All other Debit/Credit: 2.95%
- ☐ Other: (please complete Page 3
- ☐ Agency

If MultiPay or Virtual Terminal, list payment items (line items)

(10 byte character max per item)
(please fill out Page 3 for additional items)

N/A

N/A

(name of items as will appear on terminal: i.e. Tax, License)

AVS authenticates a credit card purchase based on the numeric portion of the billing address and/or zip code.
CVV authenticates a credit card purchase based on the 3 digit number that appears on the back of the card (VISA, MasterCard, & Discover) or the 4 digit number that appears on the front of the card (AMEX only).

Address Verification System (AVS)

- (●) Off
- ( ) On (Low Security) *Zip code has to match against the zip code at the cardholder's bank; otherwise L2G will not approve the transaction.*
- ( ) On (Medium Security) *The address must match against the address on file at the cardholder's bank. Zip code is not checked.*
- ( ) On (High Security) *Both the zip code and address must match against the address and zip code at the cardholder's bank.*

Card Verification Value (CVV, CVV2, or CID

- ( ) Off
- (●) On (decline if no match)

Merchant Descriptor/DBA (appears on card statement) (18 character max):

Duplicate Sensitivity:
Time between transactions (1 minute to 1 day)
5 MINUTES

Dupe Code for Credit Card Payments:
A: Acct Number last 5, UserPart1, L2G Merchant Code, Total Trans Amount
Dupe Code for Check Payments:
A: Acct Number last 5, UserPart1, L2G Merchant Code, Total Trans Amount

HOTLIST MANAGEMENT

Hotlist Management can create a daily file of credit and debit cards that have specific rejected return codes. Credit cards generating these codes should not be accepted at the Point of Sale. Each record will remain in this file for the amount of time associated with the code value. After the timeframe has expired, the card will roll off the file and the card will be available to be used again.

Choose Rejected Authorization Codes

	Code Values	*Timeframe:*
☐ Standard Rejected Authorization Codes	021 - Insufficient Funds 022 - Invalid Card 024 - Contact Financial Institution	021 = 2 weeks 022 = 13 months 024 = 2 weeks
☐ Customized Rejected Authorization Codes *(Provide Code Values & Timeframe) (Can be used in conjuction with Standard Rejected Auth Codes)*	*Code Values*	*Timeframe:*

Choose Standard or Customized Cut / Pickup Time

	Cut time:	*File Pickup Time*
( ) Use Standard Cut Time / Pickup Time	12:00 AM CST	6:00 AM CST
( ) Use Customized Cut Time / Pickup Time *(Provide Cut time & Delivery time)*	*Cut time:*	*File Pickup Time*

VISA & MASTERCARD PROGRAM ELIGIBILITY

Check boxes for eligibility: ☐ VISA Tax Pilot Program ☐ MasterCard Convenience Fee Program

MCSJ WIPP Questionnaire

Print

Edmunds & Associates, Inc.

Client Name: _____ State New Jersey Date: 6/12/14

Will WIPP be used for inquiry only or online inquiry and payments? ☐ Inquiry Only ☐ Inquiry & Payments

What services will be available on WIPP? ☐ Tax ☐ Water ☐ Sewer ☐ Other 1* ☐ Other 2*

** Other refers to any additional services billed through MCSJ Utility such as; Electric, Trash, Recycling, Etc...*

If you checked Other 1 or 2, What are their descriptions? Other 1 _____ Other 2 _____

If you bill more than one Utility service, are they on one physical bill or are separate bills sent?

☐ One bill ☐ Separate bills

If you send more than one bill, please identify which service types are on each bill:

_____ Water _____ Sewer _____ Other 1 _____ Other 2

Will you accept partial payments via WIPP? If you do not accept partial payments, then ALL delinquent charges must be paid.

☐ Yes ☐ No

If a payment cannot be accepted by WIPP, the following message will be displayed (please fill in the blank):

Online payments cannot be accepted for this account. Please Contact

_____

WIPP allows for a client defined message, see page 2 for an example.

WIPP allows for a client to supply a banner bar/color scheme (see Page 2 for example). If one is not provided the default WIPP scheme will be used. You can email the files to Edmunds & Associates.

Contact Information for your web site designer.

Company: _____ Contact: _____

Phone #: _____ Email: _____

What time is your backup scheduled for? _____

Do you currently use the MCSJ Direct Debit functionality? ☐ Yes ☐ No

If Yes, please provide your mailing address in the box provided.

Mailing Address: _____

Message Example

Franklin Township Tax Collector
1571 Delsea Drive
Franklinville, NJ 08322
Telephone 856-694-1234 Extension 2
Email ctc@franklintownship.com

Office hours
Monday through Friday 8:00 AM through 4:00 PM

The interest listed on delinquent taxes is calculated for the current day's date only. Please contact our office to obtain interest calculations for a future date.

There is a drop box for overnight payments located near the front door of Town Hall marked "Municipal Services" for your convenience. Please do not leave cash payments in the drop box.

Banner & Color Example

Tax Account Information

Block: Owner Name: Search
Lot: Property Location: Search
Qualifier: Search
— OR —
Tax Account Id: Enter

Utility Account Information

Utility Account: - Search Owner Name: Search
Property Location: Search

About LINK2GOV Corp.

LINK2GOV Corp. has been providing comprehensive, customized electronic service applications for the government sector since 1995. With a focus on the niche market of government entities, LINK2GOV has developed a keen knowledge of existing operations by government agencies and offers solutions that address their existing needs to enhance their performance and provide more services to constituents, all the while reducing the cost of delivering those services. The Nashville-based Company provides online payment processing to many government agencies across the United States including the Internal Revenue Service. Through www.PAY1040.com, taxpayers can experience a quick, easy, and smart way to submit their taxes on time. Other LINKGOV payment services include the collection of utility bills, vehicle registrations, and driver's license renewals, parking tickets, traffic citations, tuition payments, court fees and fines, hunting and fishing licenses as well as various licenses for businesses. Offering cutting-edge payment solutions, LINK2GOV is Streamlining Transactions Through Technology.

PAY1040|COM®

paying your taxes just got less taxing!

Skip Navigation | My Account | Español | Contact Us

IRS

-
- MAKE A PAYMENT
- Personal
- Business
- MY ACCOUNT
- SPECIAL OFFERS
- American Express
- Bill Me Later
- Debit
- TaxAct
- TurboTax
- Visa
- TAXPAYER TOOLS
- FAQs
- Fee Calculator
- Payment Verification
- Tax Types Accepted
- OTHER SERVICES
- QuickPay
- AutoPay
- FuturePay
- State Tax Payments
- Contact Us
- e-File

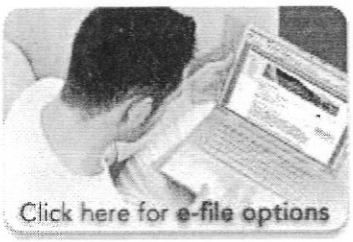
Learn More ›

IRS Authorized Processor

Pay1040.com is an authorized IRS payment provider.

Learn More ▸

E-File Your Taxes



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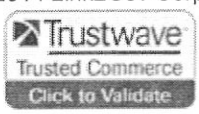


14

Introduced by: Ravi Bhalla
Seconded by: Peter Cunningham

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 09 2014
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE THE ADMINISTRATION TO REIMBURSE HOBOKEN DAYCARE 100 FOR REPAIR WORK PERFORMED AS PART OF THE MULTISERVICE CENTER REHABILITATION PROJECT POST-SANDY IN AN AMOUNT OF $47,940

WHEREAS, Hoboken Daycare 100 is a non-profit entity which contracted for rehabilitation work at the Multi-Service Center post-Sandy; and,

WHEREAS, the City now seeks to reimburse Hoboken Daycare 100 for their expenditures to the City's property to assist in the rehabilitation; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $47,940.00 is available in the following appropriation account 4-01-55-901-014 **in the CY2014 capital account; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 capital account; 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 warrant be drawn and a check cut to Hoboken Daycare 100 in the amount of $47,940.00 for the expenditures they incurred in their assistance in rehabilitating the Multi-Service Center (City owned) property post-Sandy; 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: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-55-901-014

Desc: 2012 SECOND EMERGENCY HURRICANE SANDY

Acct Type: Non-Budget

Chk Acct: IOPERATING

Cap Flag:

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date:				Current Period	
Encumber:	309,238.91	Budgeted:	1,605,668.73	Expended:	420.00
Expended:	277,747.21	Balance:	1,018,682.61	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	10,182.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	1,008,500.61		
Cancel:	.00				

SZ CONSTRUCTION L.L.C.
97 Stefanic Ave
Elmwood Park, NJ 07407
Tel: (201) 893 2750
Fax: (201) 556 9107

01/22/14

Day Care Center
124 Grand St.
Hoboken, NJ 07030

Re: Additional work completed up to date summary:

Work performed	Amount
1. Installation of 3 (three) emergency doors	- 2,700.00
2. Ceiling repair	- 1,500.00
3. Cabinets installation	- 9,200.00
4. New outlet installation	- 300.00
5. New floor (demolition & installation)	- 17,000.00
6. Double door (laundry& closet)	- 1,800.00
7. Kitchen new door	- 900.00
8. New closet with double door	- 1,500.00
9. VCT tiles kitchen floor	- 1,800.00
10. Relocation of the grease trap	- 2,000.00
11. Bathrooms floor ceramic tiles	- 3,200.00
12. Other (as proposed 1/6/14)	- 5,850.00
Total:	**48,150.00**

Paid up to date: 40,000.00
Balance to pay: 8,150.00

Sincerely,

Marek Szewc

Marek Szewc
Owner/President

Bank of America

Online Banking

Business Advantage Chk - 4778: Account Activity Transaction Details

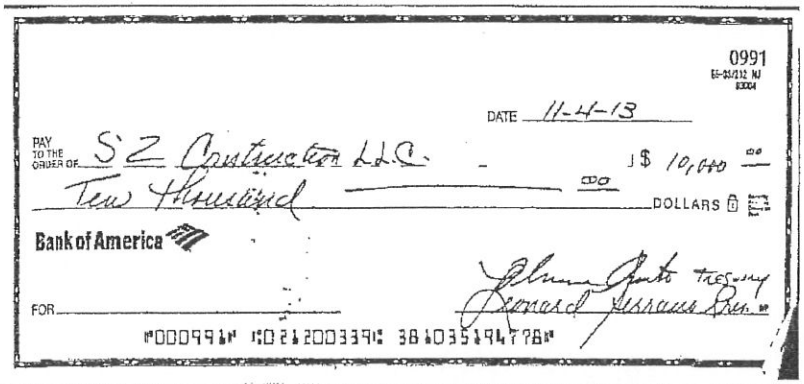
Check number: 00000000991

Post date: 11/12/2013

Amount: -10,000.00

Type: Check

Description: Check


0991

DATE 11-4-13

PAY TO THE ORDER OF S Z Construction LLC $ 10,000 00

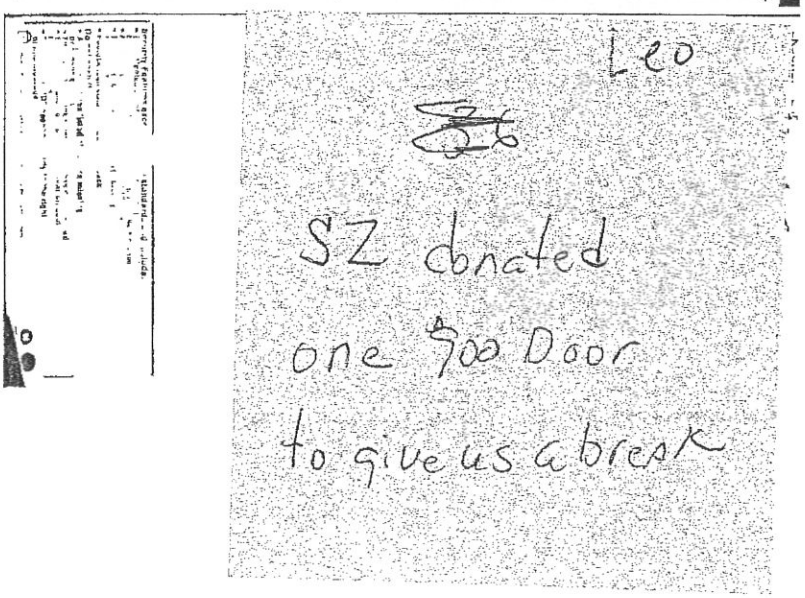
Ten Thousand 00 DOLLARS

Bank of America

Treasurer

FOR

⑈000991⑈ ⑆021200339⑆ 3860351947 78⑈


Leo

SZ donated

one $00 Door

to give us a break

Bank of America Online Banking

Business Advantage Chk - 4778: Account Activity Transaction Details

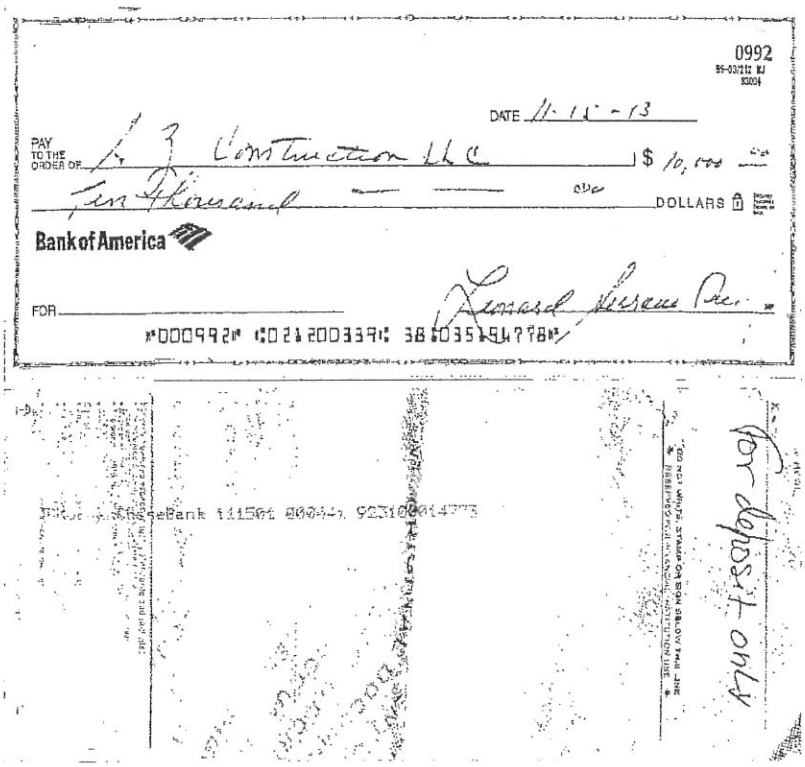
Check number: 00000000992

Post date: 11/15/2013

Amount: -10,000.00

Type: Check

Description: Check


0992

DATE 11-15-13

PAY TO THE ORDER OF L Z Construction LLC $ 10,000 00

Ten Thousand 00/00 DOLLARS

Bank of America

FOR

Leonard Serrano Pres.

⑈000992⑈ ⑆021200339⑆ 38⑆035194778⑈

For deposit only

Bank of America Online Banking

Business Advantage Chk - 4778: Account Activity Transaction Details

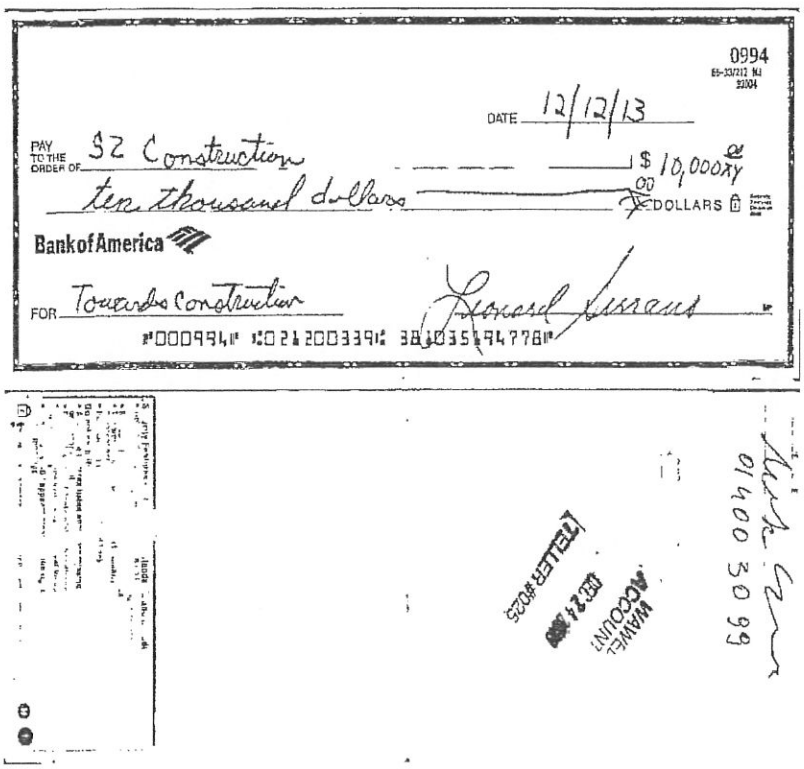
Check number: 00000000994

Post date: 12/24/2013

Amount: -10,000.00

Type: Check

Description: Check


0994
DATE 12/12/13
PAY TO THE ORDER OF SZ Construction $ 10,000 00/XY
ten thousand dollars 00 DOLLARS
Bank of America
FOR Towards Construction
⑈000994⑈ ⑆021200339⑆ 381035194778⑈
01400 30 99
WAVEL ACCOUNT
TELLER #025

Bank of America Online Banking

Business Advantage Chk - 4778: Account Activity Transaction Details

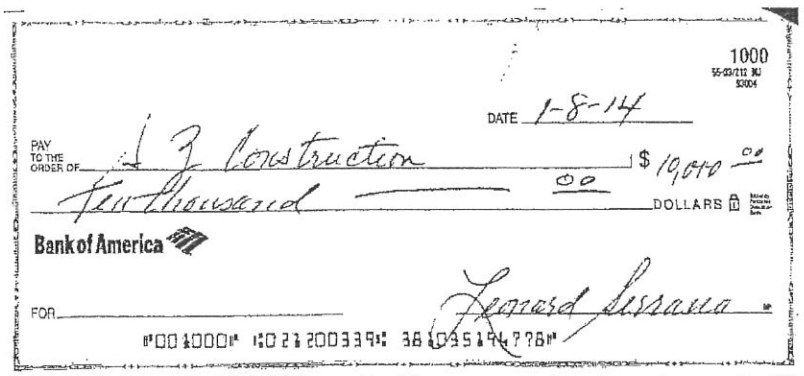
Check number: 00000001000

Post date: 01/13/2014

Amount: -10,000.00

Type: Check

Description: Check


1000

DATE 1-8-14

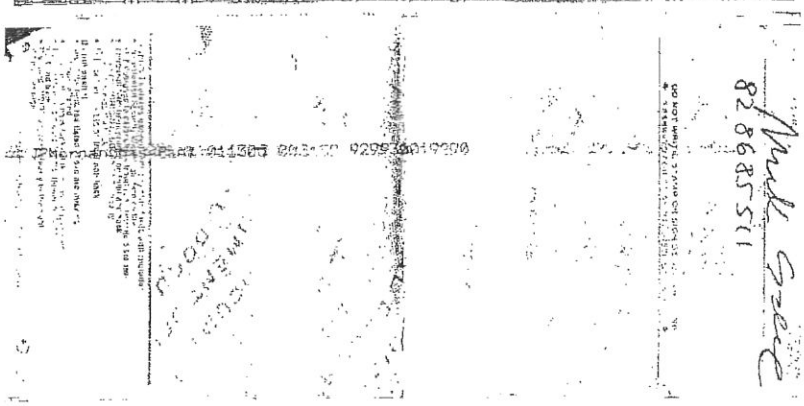
PAY TO THE ORDER OF L J Construction $ 10,000 00

Ten thousand 00 DOLLARS

Bank of America

FOR

Leonard Lissana



Business Advantage Chk - 4778: Account Activity Transaction Details

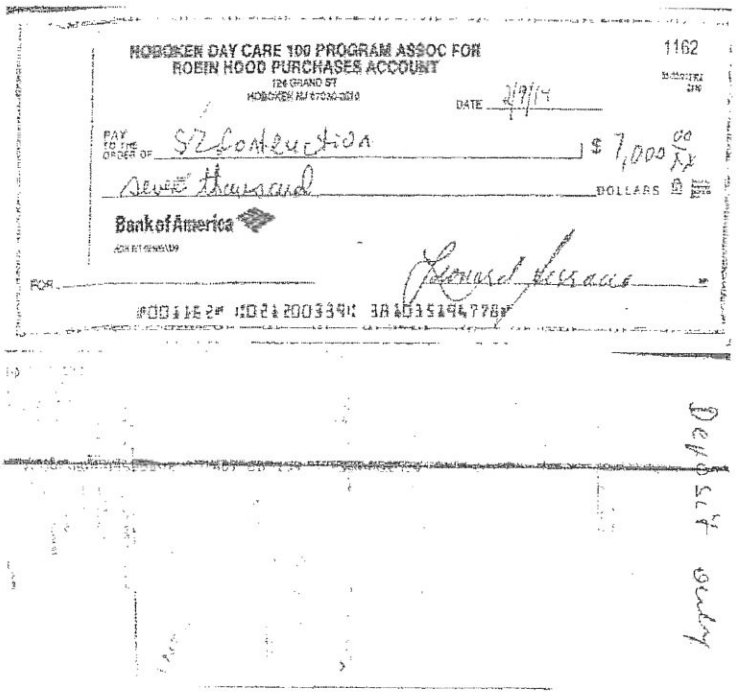
Check number: 00000001162

Post date: 05/14/2014

Amount: -7,000.00

Type: Check

Description: Check


HOBOKEN DAY CARE 100 PROGRAM ASSOC FOR
ROBIN HOOD PURCHASES ACCOUNT
126 GRAND ST
HOBOKEN NJ 07030-3010

1162

DATE 2/9/14

PAY TO THE ORDER OF S/Z Construction $ 7,000 00/xx

Seven thousand DOLLARS

Bank of America

FOR

⑈001162⑈ ⑆021200339⑆ 3810351947 78⑈

Business Advantage Chk - 4778: Account Activity Transaction Details

Check number: 00000001167

Post date: 05/16/2014

Amount: -940.00

Type: Check

Description: Check

HOBOKEN DAY CARE PROGRAM ASSOC FOR
ROBIN HOOD PURCHASES ACCOUNT
124 GRAND ST
HOBOKEN NJ 07030-2510

DATE 4/28/14

PAY TO THE ORDER OF 5Z Construction $ 940.00

nine hundred forty dollars DOLLARS

Bank of America

FOR 1150 - 240 (Safety Glass Windows)

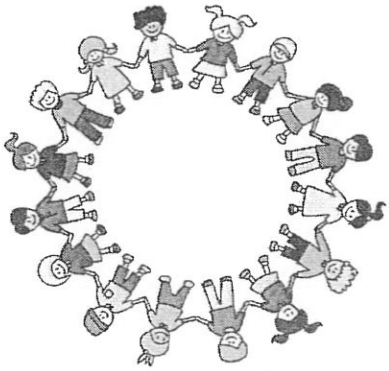
⑈001167⑈ ⑆021200339⑆ 3810351947 78⑈

WAWEL BANK
ACCOUNT # 0223
MAY 16 2014
TELLER #022

Mark Greene
Kheun
01400309

Hoboken Day Care 100

124 Grand Street, Hoboken, NJ 07030
P: 201-792-4666 Δ F: 201-792-1110



BOARD MEMBERS

Leonard Serrano	President
Florence Amato	Treasurer
Detra Harper	Member

EXECUTIVE DIRECTOR

Judy Messina	Executive Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	HOBOKEN DAY CARE 100 PROGAM
Trade Name:	
Address:	124 GRAND ST HOBOKEN, NJ 07030-2510
Certificate Number:	0419457
Effective Date:	July 01, 1976
Date of Issuance:	January 16, 2013

For Office Use Only:

20130116111629237

ST-5 (4-74, R-2)

To be completed by purchaser and given to and retained by vendor. Read instructions on back of this certificate

The vendor must collect the tax on a sale of taxable property or services unless the purchaser gives him a properly completed exemption certificate

State of New Jersey
DIVISION OF TAXATION
SALES TAX

EXEMPT ORGANIZATION PERMIT NUMBER
EO— 22-1986978

22-1986978

Date .....

EXEMPT ORGANIZATION CERTIFICATE

FORM ST-5

TO .....
(Name of Vendor)

.....
(Address of Vendor)

The undersigned certifies:

That this organization holds a valid Exempt Organization Permit (number shown above) and is *not subject to the New Jersey Sales and Use Tax, in connection with this transaction.*

That the tangible personal property or service described below which shall be purchased from you is intended solely and exclusively for this organization and is directly related to the purposes for which this organization was created.

That the tangible personal property or service to be purchased is described as follows:

.....

.....

.....

.....

Hoboken Day Care 100
(Name of organization as registered with the Division of Taxation)

By: [signature] Director
(Signature of Officer or Owner of the organization) (Title)

.....
(Address of Purchaser)

(See INSTRUCTIONS on other side)

Introduced by: 15
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

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

DEPARTMENT OF TRANSPORATION – VARIOUS STREET 2014

WHEREAS, N.J.S. 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 $105,620.00 from the State of New Jersey Department of Transportation and wishes to amend its CY 2014 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2014 in the sum of.....$105,620.00

Which is now available as a revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Department of Transportation
Various Roads

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....$105,620.00 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:
Department of Community Affairs
Department of Transportation
Various Roads

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: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

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

JUL 09 2014

CITY CLERK

RECEIVED
JUN - 4 2014
OFFICE OF THE MAYOR
HOBOKEN, NJ

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O.Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor
KIM GUADAGNO
LT. GOVERNOR

JAMES S. SIMPSON
Commissioner

June 03, 2014

Honorable Dawn Zimmer
Mayor, City of Hoboken
City Hall
94 Washington Street
Hoboken, New Jersey 07030

Re: Various Streets – 2014 – Hoboken
Hoboken, Hudson County
2014 Municipal Aid Program

Dear Mayor Zimmer:

Enclosed is one copy of the executed Agreements approved by the Department of Transportation for the above referenced project in the amount of **$400,620.00**.

This project will be funded from the New Jersey Transportation Trust Fund Authority Act. State participation in the cost of the project is limited to 100 percent of the cost of the completed construction work including construction supervision, inspection and material testing, or the amount of the allotment, whichever is less.

The construction contract must be awarded within 18 months from the date of the execution of the Agreement. Failure to make an award by **11/21/15** or to comply with the requirements of the Municipal Aid Regulations 16:20B and the Terms and Conditions of Grant Agreement for State Aid to Counties and Municipalities will jeopardize the use of State funds on this project. It is further noted that the project must be in compliance with the Americans with Disabilities Act, ADA, requirements for accessibility. The Municipal Aid Regulations and terms and conditions can be found on the Local Aid Website at:

www.state.nj.us/transportation/business/localaid/pubs.shtm

FOR THE DEPARTMENT OF TRANSPORTATION

Subject Project: **Various Streets – 2014 - Hoboken**

Name of Sponsor: Hoboken City
Address: 94 Washington Street, Hoboken, New Jersey 07030

Vendor ID Number: 226001993

Fiscal Year/Funds:	**FY-2014 MUNICIPAL AID**	**FY-2014 URBAN AID**
Job Number:	**2205681**	**2205669**
Account:	**14-480-078-6320-ALW-6010**	**14-480-078-6320-ALS-6010**
State Funds:	**$295,000.00**	**$105,620.00**
FAO Number	9892836 ✓	9892839 ✓

Certification of Funds 5/15/2014 Date By Ann Fletcher ANN FLETCHER ACTING Director, Division of Accounting and Auditing

APPROVED: Michael Russo 5/21/14 Date
Director, Division of Local Aid and Economic Development

ATTEST and SEAL
It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on May 21, 2014.

Jacqueline Trausi
Jacqueline Trausi
Secretary, Department of Transportation

Approval as to Form by Certification Process.

5

Introduced by: David Mello
Seconded by: Ken S. Bruce

CITY OF HOBOKEN
RESOLUTION NO. _____

Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Improvements to Various Streets FY 2014 project

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2014-Hoboken City-00391 to the New Jersey Department of Transportation on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 17 2013

Certified as a true copy of the Resolution adopted by the Council
On this day of September 17, 2013

Clerk

James J. Farina
CITY CLERK

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

ATTEST and AFFIX SEAL _____ (Clerk)

Peter Cunningham
(Presiding Officer)

Meeting date: September 17, 2013

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT

CHECKLIST FOR STATE AID PROJECTS

The following documents must be submitted to the Division of Local Aid and Economic Development District Office within the time frames specified in the approved Resolution, Application and Agreement for State Aid. Additional information concerning these documents and time frames can be found in the current "State Aid Handbook". Further all document submittals must be posted in the SAGE System and the Sponsor is responsible for continued updates with respect to the construction administration/management phase of the project in the SAGE System.

Contract Document Submission Phase

☐	Plans for projects that have Railroad Crossings within 100 feet of project limits (60 days prior to advertisement for bids)
☐	Design Exception (30 days prior to advertisement)
☐	Final Plans, Specifications, Engineer's Estimate of Cost, Engineer's Certification (15 days prior to advertisement for bids)

Award of Contract Submission Phase

☐	Tabulation of Bids Form SA-41 (Original signed by Engineer)
☐	Resolution of Award Form SA-22 (Certified by raised seal) or Municipal Resolution
☐	Force Account Agreement Form SA-27 (Applicable if using local government forces to perform work)

Construction Phase Submission

(Ongoing updates and submissions "Project Status Submitted" via SAGE only after all items are addressed)

☐	Preconstruction Meeting Notification (Two weeks prior to meeting date)
☐	Material Questionnaire Form SA-11 (Must be submitted before the start of construction)
☐	Minutes of Preconstruction Meeting (To be submitted before the start of construction)
☐	Start of Construction Written Notification (No more than 3 days after start of construction)
☐	Major Construction Changes Form SA-1 (At least 3 days prior to start of construction)
☐	End of Construction Written Notification (As soon as construction items are complete)

Project Closeout Submission

☐	Bituminous Concrete Test Results and Analysis Form DS-8S
☐	Major Pay Items Material Certifications
☐	Final Change Order Form SA-1 (2 originally signed)
☐	Engineer's Certification of Project Completion (signed and sealed)
☐	Chief Financial Officer's Certification (originally signed)
☐	Final Payment Voucher Form PV (originally signed)

Introduced by: _____ 16

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

MUNICIPAL COURT ALCOHOL EDUCATION REHABILITATION ENFORECMENT 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 $2,954.01 from State of New Jersey, Administrative Office of the Courts and wishes to amend its CY 2014 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2014 in the sum of……$2,954.01

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:
State Alcohol Ed Rehab DWI
$2,954.01

NOW, THEREFORE, BE IT RESOLVED that the like sum of $2,954.01 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:
State Alcohol Ed Rehab DWI
Other Expenses $2,954.01

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: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

New Jersey Courts
Independence • Integrity • Fairness • Quality Service

Administrative Office of the Courts

GLENN A. GRANT, J.A.D.
Acting Administrative Director of the Courts

www.njcourts.com • Phone: 609-984-0275 • Fax: 609-984-6968

MEMORANDUM TO: Municipal Treasurer

FROM: Glenn A. Grant, J.A.D.

SUBJECT: N.J.S.A. 26:2B-35(b)(3) – Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund

DATE: May 22, 2014

A municipality is eligible to receive funds from the "Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund" if the number of DWI arrests made in the municipality during 2013 was greater than the number of DWI arrests made in the municipality during the statutorily assigned base year. N.J.S.A. 26:2B-35.

The Administrative Office of the Courts is responsible for collecting these statistics and calculating the amount each municipality receives from the fund. An analysis of your municipality's base year figure and its 2013 DWI arrests indicates that your municipality qualifies to receive such funds this year. The Department of the Treasury will soon issue a check to your municipality in accordance with the statutory formula in the amount set forth on the attached sheet

Those municipalities receiving funds should be cognizant that the statute expressly provides that these funds be used solely for the purpose of maintaining the Municipal Courts in their efforts to dispose of DWI cases. This includes "payments to municipal court judges, municipal prosecutors and other municipal court personnel for work performed in addition to regular employment hours[,]" N.J.S.A. 26:2B-35(b). To assist you in budgeting these funds, please refer to the attached August 20, 1985 memorandum from the Division of Local Government Services. That memorandum indicates that "municipalities may budget such funds as they would a categorical grant-in-aid" (see N.J.S.A. 40A:4-67). As with other such grants, "these funds are to be appropriated as an exception to the Cap Law." As noted, however, use of these funds is restricted to the statutorily specified areas, i.e., for the maintenance of the Municipal Courts. The monies are not intended to replace amounts normally budgeted to fund the operation of a Municipal Court, but rather should be viewed as funding only for the court's additional DWI-related work.

Additionally, please keep in mind the policy that I promulgated on May 18, 2009, requiring preapproval of the Assignment Judge before the expenditure of any DWI Fund monies (as well as P.O.A.A. monies). Please do not hesitate to contact your municipal court judge or court administrator if you have any questions regarding the preapproval policy.

Any questions on this subject may be directed to Debra Jenkins, Assistant Director, Municipal Court Services Division, at (609) 984-8241.

Attachments

c: Chief Justice Stuart Rabner (w/o attachments)
Assignment Judges (w/o attachments)
Presiding Judges – Municipal Court (w/o attachments)
Thomas H. Neff, Director, Div. of Local Government Services (w/o attachments)
Steven D. Bonville, Chief of Staff (w/o attachments)
Robert W. Smith, Director (w/o attachments)
Debra A. Jenkins, Assistant Director, MCSD (w/o attachments)
Gurpreet Singh, Special Assistant (w/o attachments)
Trial Court Administrators (w/o attachments)
Steven A. Somogyi, Chief (w/o attachments)
Municipal Division Managers (w/o attachments)
Municipal Court Directors/Administrators (w/o attachments)
Jorge F. Carmona, Municipal Auditor, NJ Div. of Local Government Services (w/o attachments)
Valerie Pallay, Administrative Specialist (w/o attachments)

2013 DWI DISBURSEMENT - HUDSON

January 1 - December 31, 2013

N.J.S.A. 2B:35

Pursuant to N.J.S.A. 26:2B-35 (b)(3) (Chapter 531, Laws of 1983), a municipality is eligible to receive funds from the "Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund" if the number of DWI arrests made in the municipality in 2013 was more than the number of DWI arrests made in the municipality in the base year.

Anticipated Money	Court Code	Municipality	Base Year	2013 DWI Filing	Difference
$0.00	0901	BAYONNE CITY	76	57	-19
$354.48	0902	EAST NEWARK BORO	4	10	6
$1,536.08	0903	GUTTENBURG TOWN	4	30	26
$2,658.61	0904	HARRISON TOWN	27	72	45
$2,954.01	0905	HOBOKEN CITY	59	109	50
$0.00	0906	JERSEY CITY	582	222	-360
$0.00	0907	KEARNEY TOWN	122	111	-11
$3,662.97	0908	NORTH BERGEN TWP	51	113	62
$0.00	0909	SECAUCUS TOWN	75	72	-3
$3,367.57	0910	UNION CITY	82	139	57
$3,426.65	0911	WEEHAWKEN TWP	135	193	58
$4,667.33	0912	WEST NEW YORK TOWN	21	100	79

STATE OF NEW JERSEY
VENDOR PAYMENT INQUIRY

Home Contact Us FAQs Sign Out

Payment Details

Options

Printable Version

Return to Previous Page

The data displayed relates all of the payment line information provided to NJCFS to generate this payment.

If you are unable to identify this payment by the data displayed, you can contact the fiscal area of the originating State agency for assistance at MARIA.PETERSACK@JUDICIARY.STATE.NJ.US. Please include your vendor code and the voucher number in your message.

Vendor Name	HOBOKEN CITY
Vendor Code	22600199300
Payment Type	EFT
Payment Date (Scheduled)	June 20, 2014

Payment Line Details

GRANT

Trans Code	AV
Voucher Agency	JUDICIARY
Voucher Number	9700DW03835
Payee Reference	ALCOHOL ED REHAB FUND DWI
Line Number	01
Line Amount	$2,954.01

Additional Information

Budget Fiscal Year	2014
Fund	760
Agency	JUDICIARY
Organization	ALCOHOL ED REHAB ENFOR FUND
Appr. Unit	001
Object	6020
Revenue Source	N/A
Purchase Order Number	N/A
Contract Number	N/A

Contact Us | Privacy Notice | Legal Statement | Accessibility Statement

363 West State Street
CN 803
Trenton, N.J. 08625-0803

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES

August 20, 1985

MEMORANDUM

TO: Robert D. Lipscher, Director
Administrative Office of the Courts

FROM: Barry Skokowski, Director
Division of Local Government Services

SUBJECT: Municipal Court Administration Reimbursement Fund
(P.L. 1983 c.531)

This is in response to inquiries from members of your staff as to how municipalities are to budget monies paid from the referenced fund.

Please be advised that municipalities may budget such funds as they would a categorical grant-in-aid. Anticipation of revenues from this source requires prior written consent pursuant to N.J.S. 40A:4-25, or N.J.S. 40A:4-67. Appropriations of this revenue must fall within the areas specified in the law treating the fund – ". . . . for the purpose of maintaining [the] municipal court which may include payments to municipal prosecutors and other municipal court personnel for work performed in addition to regular employment hours" (P.L. 1983, c531, section 5.b.(3)).

As is the case with other categorical grants-in-aid, these funds are to be appropriated as an exception to the CAP law (N.J.S. 40A:4-45.1 et seq.).

cc: John Podeszwa, Project Director
N.J. Administrative Office of the Courts

Joseph Scrivo, Bureau Chief
Bureau of Financial Regulation and Assistance

NEW JERSEY IS AN EQUAL OPPORTUNITY EMPLOYER

17

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

Department of Environmental Protection – RainGarden Project

WHEREAS, N.J.S. 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 $10,000.00 from the State of New Jersey Department of Environmental Protection and wishes to amend its CY 2014 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2014 in the sum of.....$10,000.00
Which is now available as a revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Department of Environmental Protection
RainGarden Project

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....$10,000.00
be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Department of Environmental Protection
RainGarden Project

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: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

RUTGERS

Purchasing Department
Rutgers, The State University of New Jersey
ASB III, 3 Rutgers Plaza, 2nd Floor
New Brunswick, NJ 08901-8559
Phone: 848/932-4375
Fax: 732/932-4390
http://purchasing.rutgers.edu

PURCHASE ORDER

Purchase Order No.	Revision	Page
S2029471	0	1 of 1

THIS P.O. # MUST APPEAR ON INVOICES, PACKING SLIPS AND ANY CORRESPONDENCE RELATED TO THIS PURCHASE

Acceptance of the purchase agreement is expressly contingent on acceptance of all the terms and conditions listed on the Rutgers Purchasing website which are hereby incorporated by reference. The general terms and conditions of purchase of services and merchandise are provided at http://purchasing.rutgers.edu. These are an integral part of the purchase agreement and may not be altered or modified.

SUPPLIER:
City of Hoboken
94 Washington St
Hoboken, NJ 07030

SHIP TO:
Obropta, Christopher C
New Brunswick,NJ 08901-8559

Attention: DeStefano,

DATE OF ORDER / BUYER / TELEPHONE / E-MAIL		REVISED DATE OF ORDER / BUYER / TELEPHONE / E-MAIL	
24-JUN-14 848/932-4017	Toleno, M mtoleno@grants.rutgers.edu		
PAYMENT TERMS	**SHIP VIA**	**F.O.B.**	**REQUESTER**
Net 45		FOB Destination	Obropta, Christopher C

No	SHIP No	QTY	UOM	DESCRIPTION	DELIVERY DATE	UNIT PRICE	EXTENSION
1				Subaward Agreement No. 5281 Title: Green Infrastructure Education and Implementation Grant Sponsor: NJ DEP Budget Period: 4/1/2014 - 10/30/2014 Rutgers PI: Christopher Obropta Subaward PI: Christopher Brown Rutgers Account No. 436502 Organizational ID: 10415 See subaward agreement for terms and conditions.			$ 10,000.00

INVOICE IN DUPLICATE - BILL TO:

Rutgers, The State University of New Jersey
Accounts Payable
65 Davidson Road, Rm 302
Piscataway,NJ 08854-5602
848/445-2717 invoices@rcl.rutgers.edu

TOTAL $ 10,000.00

SIGNATURE Natalie A. Horowitz

Natalie A. Horowitz
Executive Director, Procurement Services

RUTGERS

THE STATE UNIVERSITY
OF NEW JERSEY

SUBCONTRACT AGREEMENT # 5281
IN AGREEMENT WITH
RUTGERS, THE STATE UNIVERSITY
And
CITY OF HOBOKEN

Address:	94 Washington Street Hoboken, NJ 07030
For:	Performance of certain work and services in connection with Rutgers account number: 436502 and organizational code 10415
Project Sponsor:	State of New Jersey Department of Environmental Protection
Sponsor Award #:	WQ13-001
Project Title:	Green Infrastructure Education and Implementation Grant
Rutgers DUNS #:	00-191-2864
Rutgers EIN#:	1-226001086-A1
Rutgers Project Director/ Principal Investigator:	Christopher Obropta
Department:	SEBS - Environmental Science
Type of Contract:	Cost Reimbursable
Period of Performance:	4/1/2014 through 10/30/2014
Maximum Allowable Price:	$10,000
Issued by:	Rutgers, The State University Office of Research and Sponsored Programs ASB III – 3 Rutgers Plaza New Brunswick, New Jersey 08901
Invoice to:	invoices@rci.rutgers.edu or Rutgers, The State University Accounts Payable Administrative Services Building 65 Davidson Road Piscataway, NJ 08854

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO.:___

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED SUBCONTRACT AGREEMENT #5281 BETWEEN RUTGERS AND THE CITY OF HOBOKEN

WHEREAS, the City wishes to enter into the attached agreement with Rutgers, for additional funding in the amount of $10,000.00 to cover the unfunded portion of the Raingarden Project between Rutgers and the City, in accordance with the attached agreement; and

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

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached agreement with Rutgers which provides for a Rutgers contribution of a total not to exceed amount of Ten Thousand Dollars ($10,000.00); and

BE IT FURTHER RESOLVED, the contribution amount shall be deposited directly into the following account: 4-01-21-181-036 in the CY2014 budget; 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: May 21, 2014

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: MAY 21 2014

CITY CLERK

18

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. TO PURCHASE AND INSTALL SURVEILLANCE EQUIPMENT IN ACCORDANCE WITH STATE CONTRACT M-7000/A83083, AS CHANGE ORDER NUMBER 1, IN AN INCREASED AMOUNT NOT TO EXCEED $22,204.25 (=12.5% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF $199,228.23

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for security surveillance products and installation; and,

WHEREAS, the Administration intends to continue to use Millennium Communications Group Inc., under their state contract M7000/A83083 for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1) to the contract for Hoboken security surveillance (rv1jm5712/rv15712) supplies and installation to Millennium Communications Group Inc. for a total increase in the contract amount by Twenty Two Thousand Two Hundred Four Dollars and Twenty Five Cents ($22,204.25), for a total not to exceed amount of One Hundred Ninety Nine Dollars Two Hundred Twenty Eight Dollars and Twenty Three Cents (**$199,228.23**) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the June 9, 2014 proposal of Millennium Communications Group Inc. (not attached due to security sensitive confidential information); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $22,204.25 is available in the following appropriation T-03-40-000-029 **in the CY2014 budget (trust account); 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/trust funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____ **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract with the below listed vendor is awarded for an increased amount not to exceed Twenty Two Thousand Two Hundred Four Dollars and Twenty Five Cents ($22,204.25), which constitutes a Twelve and One Half Percent (12.5%) increase, for a total contract amount of One Hundred Ninety Nine Thousand Two Hundred Twenty Eight Dollars and Twenty Three Cents (**$199,228.23**) of which the contract shall be for additional purchases and installation in accordance with the June 9, 2014 proposals of Millennium Communication Group Inc., as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent

and purpose of this resolution.

5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Millennium Communications Group Inc.
11 Melanie Lane
East Hanover, New Jersey 07936

MEETING: July 9, 2014

REVIEWED:

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	✓			
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:

JUL 09 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: T-03-40-000-029 ... Desc: POLICE DEPARTMENT LAW ENFORCE TRUST

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

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

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date:				Current Period:	
Encumber:	49,790.00	Budgeted:	.00	Expended:	.00
Expended:	215,042.51	Balance:	287,564.92	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	3,690.00
Reimburse:	552,397.43	Requested Balance:	287,564.92		
Cancel:	.00				

19

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MCGUIRE ASSOCIATES LLC AS GENERAL REAL ESTATE APPRAISER FOR THE CITY OF HOBOKEN FOR THE 2014 CALENDAR YEAR FOR A TOTAL NOT TO EXCEED AMOUNT OF $93,500.00

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

WHEREAS, the City of Hoboken published a Request for Proposals for the Professional Services of Real Estate Appraiser in accordance with the City's Request for Proposals, in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which McGuire Associates LLC responded to, and for which the Administration's Evaluation Committee determined McGuire Associates to be the top choice for the position, cost and other factors considered; and,

WHEREAS, McGuire Associates LLC 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 $93,500.00 is available in the following appropriation account 4-01-20-150-030 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 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 be awarded and entered into with McGuire Associates LLC to represent the City as General Real Estate Appraiser, in accordance with the scope of work detailed in the RFP, for the 2014 Calendar Year, for a total not to exceed amount of Ninety Three Thousand Five Hundred Dollars ($93,500.00); and

BE IT FURTHER RESOLVED, that the contract shall be for Real Estate Appraisal services in accordance with the City's Request for Proposals, McGuire Associate's proposal, and the contract shall be for general services as directed by the Administration and Tax Assessor; and,

BE IT FURTHER RESOLVED, the contract shall include the following term: McGuire Associates LLC shall be paid the Ninety Three Thousand Five Hundred Dollars ($93,500.00) in equal monthly installments for the twelve (12) calendar months in CY2014 for all services rendered, and these are the only charges for services allowable under this agreement, and charges for other fees and costs may be allowable upon prior written approval of the Administration, but must be clearly identified and described in full in the appropriate monthly invoice; 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 McGuire Associates LLC; 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: July 9, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-20-150-030 Desc: Legal & Audit - Assessor

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				Current Period	
Encumber:	.00	Budgeted:	187,000.00	Expended:	.00
Expended:	.00	Balance:	187,000.00	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	187,000.00		
Cancel:	.00				

Control Balance: 113,455.78 Control Requested Balance: 113,455.78

20

Introduced by:
Seconded by:

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 0 9 2014

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. :__

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED FIRST AMENDMENT AND SECOND AMENDMENT TO THE 2010 SERVICE AGREEMENT BETWEEN PLAN D ADVISORS AND THE CITY OF HOBOKEN

WHEREAS, the City wishes to enter into the attached agreements with Plan D Advisors, for continued service as the City's Plan D advisor, in accordance with the attached agreements; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,000.00 is available in the following appropriation account 4-01-30-400-030 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 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 is authorized to enter into the attached agreements with Plan D Advisor which provides for the first and second amendment to the 2010 Service Agreement for Plan D consulting, filing and advising services; 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: July 9, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

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

FIRST AMENDMENT TO THE 2010
SERVICE AGREEMENT
(ATTACHMENT B)

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into by and between Part D Advisors, Inc., a Michigan corporation ("PDA") and the **City of Hoboken, NJ** (the "Health Plan") (together, the "Parties"), effective as provided below.

RECITALS

WHEREAS, the Health Plan is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time (the "Privacy Rule"); and

WHEREAS, PDA has heretofore entered into an agreement with the **City of Hoboken** ("Plan Sponsor") to provide certain administrative services in connection with the Health Plan (the "Service Agreement" or "2010 Service Agreement"); and

WHEREAS, the Privacy Rule requires covered entities such as the Health Plan to obtain and document satisfactory assurances from "business associates" (as defined therein) regarding appropriate safeguarding of certain "protected health information" (as defined therein) received or created by the business associate (a "BA Agreement"); and

WHEREAS, PDA, in the performance of its services in connection with the Health Plan, may be deemed a "business associate" within the meaning of the Privacy Rule; and

WHEREAS, the Parties desire to enter into this Agreement intended to satisfy the BA Agreement requirement and related requirements under the Part D Program (as defined in the Service Agreement) as and to the extent such requirement may be applicable.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, the Parties agree as follows:

AGREEMENT

1. Definitions

Capitalized terms not expressly defined in this Agreement shall have the meanings as defined in the Privacy Rule and the Security Standards (as defined below). For purposes of this Agreement:

(a) ***"Designated Record Set"*** shall have the same meaning as the term "designated record set" in 45 CFR 164.501 in respect of the Health Plan.

(b) ***"Effective Date"*** shall have the meaning as set forth in Section 7(a) of this Agreement.

(c) ***"ERISA"*** shall mean Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

(d) ***"Individual"*** shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) ***"Health Plan Administrator" or "Plan Administrator"*** shall have the same meaning as set forth in the Health Plan's Plan Document.

(f) ***"Privacy Rule"*** shall have the meaning as set forth in the RECITALS portion of this Agreement.

(g) ***"Protected Health Information"*** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, but limited to the information created, received, transmitted or maintained by PDA from or on behalf of the Health Plan. "Protected Health Information" includes electronic protected health information (as defined in 45 CFR 160.103) (***"ePHI"***) that PDA creates, receives, maintains or transmits on behalf of the Health Plan.

(h) ***"Required by Law"*** shall have the same meaning as the term "required by law" in 45 CFR 164.103 (and as further described in 70 Federal Register 4405 with regard to compliance with the Center for Medicare and Medicaid Services' requirement of disclosure of Protected Health Information pursuant to 42 CFR 423.884(b)).

(i) ***"Secretary"*** shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

(j) ***"Security Incident"*** shall have the same meaning as set forth in 45 CFR 164.304, and which includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System (as defined at 45 CFR 164.304).

(k) ***"Security Standards"*** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164, as amended from time to time.

(l) ***"Service Agreement"*** shall have the meaning as set forth in the RECITALS portion of this Agreement.

(m) ***"Significant Breach"*** shall mean a pattern of activity or practice that constitutes a material breach or violation of this Agreement in the written opinion of legal counsel for the Health Plan. For purposes hereof, a "pattern of activity or practice" shall consist of at least three (3) discrete acts and/or omissions within a period of not more than 180 consecutive days.

2. Obligations of PDA

PDA agrees to:

(a) Not use or disclose Protected Health Information other than as permitted or required by this Agreement, the Privacy Rule, the Security Standards, or as Required By Law;

(b) Use appropriate safeguards, equal to or greater than industry standards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement, and to mitigate, to the extent practicable

any harmful effect known to PDA of use or disclosure of Protected Health Information in violation of this Agreement;

(c) Report immediately to the Health Plan Administrator, for the benefit of the Health Plan, any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any potential "breach" of Protected Health Information that may require notification to Individuals, the media, and/or the Secretary pursuant to 45 CFR 164.400 *et. seq.*, and any Security Incident of which it becomes aware.

PDA agrees to assist Health Plan, or Health Plan Administrator on behalf of the Health Plan, as it determines, in its sole discretion, whether any impermissible use or disclosure of Protected Health Information constitutes a breach of Protected Health Information for purposes of Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) and its implementing regulations ("HITECH") and the Privacy Rule, and whether such breach requires notification by the Health Plan to Individuals, the media, and/or the Secretary.

In furtherance of the foregoing, in the event PDA discovers a breach of Protected Health Information, PDA agrees:

(i) To provide the Health Plan with relevant information, including without limitation, a brief description of the incident, the date of the incident, the Individuals potentially affected, the date of discovery, the type of Protected Health Information involved, any recommendations that should be made to Individuals for their protection, a description of how PDA is and proposes to mitigate any harm to Individuals, a description of how PDA is and will prevent future incidents, and any other information reasonably requested by the Health Plan so that it may comply with its obligations under HITECH and its implementing regulations, and the Privacy Rule.

(ii) To assist the Health Plan to further investigate any breach incident, to assist by making notifications to Individuals as necessary, to mitigate any harm resulting or that may reasonably result from a breach incident, and to assist in taking any other actions that the Health Plan deems reasonably necessary to comply with HITECH and its implementing regulations, and the Privacy Rule.

(d) Ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the Health Plan, or that creates, receives, maintains, or transmits Protected Health Information on behalf of PDA, enters into an agreement that contains the same restrictions and conditions that apply through this Agreement to PDA with respect to such information, including without limitation, ensuring that any such agent or subcontractor agrees to implement administrative, physical and technical safeguards as required by the Security Standards that reasonably and appropriately protect the security, confidentiality, integrity, and availability of any ePHI that PDA creates, receives, maintains, or transmits on behalf of the Health Plan; provided that the Health Plan shall not have any right to disapprove any subcontractors of PDA or to review any agreements with such subcontractors, except to the extent specifically provided herein, and to be solely liable for any breach resulting from any agent;

(e) Provide, in a commercially reasonable time and manner, access to Protected Health Information to the Health Plan Administrator, for the benefit of the Health Plan, to the extent necessary to meet the requirements under 45 CFR 164.524, provided that such

access shall be provided only to the extent such Protected Health Information is in the possession of PDA and is a part of the Designated Record Set.

(f) Make, in a commercially reasonable time and manner, any amendment(s) to Protected Health Information that the Health Plan Administrator, for the benefit of the Health Plan, directs or agrees to pursuant to 45 CFR 164.526, provided that such amendment(s) shall be made only to the extent such Protected Health Information is in the possession of PDA and is a part of the Designated Record Set;

(g) Make available to the Health Plan, in a commercially reasonable time and manner, information in the possession of PDA as and to the extent required for the Health Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528;

(h) To the extent PDA has agreed to carry out any of the Health Plan's obligations under the Privacy Rule, PDA shall comply with the requirements of the Privacy Rule that apply to the Health Plan in the performance of its obligations; and

(i) Make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Health Plan, or created or received by PDA on behalf of the Health Plan, available to the Secretary for purposes of the Secretary determining the Health Plan's and PDA's compliance with the Privacy Rule and Security Standards.

3. Permitted Uses and Disclosures by PDA

(a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, PDA may use or disclose Protected Health Information to perform its duties, functions, activities, or services for, or on behalf of, the Health Plan or its Plan Sponsor, provided that such use or disclosure would not violate the Privacy Rule if done by the Health Plan.

To the extent practicable, PDA shall use a Limited Data Set (as defined in the Privacy Rule) with respect to Protected Health Information of the Health Plan. If not practicable, PDA shall use the least amount of Protected Health Information necessary to achieve the intended purpose, and shall document why such amount of Protected Health Information is necessary. PDA shall use and/or disclose the minimally necessary Protected Health Information to perform its obligations under the Service Agreement, and shall comply with any guidance issued by the Secretary regarding the minimal necessary use and disclosure of Protected Health Information.

(b) Specific Use and Disclosure Provisions.

(i) PDA may use Protected Health Information for the proper management and administration of PDA or to carry out the legal responsibilities of PDA.

(ii) Except as otherwise limited in this Agreement, PDA may disclose Protected Health Information for the proper management and administration of PDA or to carry out the legal responsibilities of PDA, provided that:

(A) Disclosures are Required By Law, or

(B) PDA obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies PDA of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Except as otherwise limited in this Agreement, PDA may use Protected Health Information to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) PDA may use or disclose Protected Health Information to report violations of law to appropriate Federal and/or State authorities to the extent consistent with 45 CFR 164.502(j).

(v) Except as otherwise limited in this Agreement, PDA may disclose Protected Health Information to other "business associates" (within the meaning of the Privacy Rule) of the Health Plan to perform its duties under the Service Agreement. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Health Plan's sole responsibility (and not PDA's responsibility) to ensure that the Health Plan has entered into appropriate business associate agreements with its business associates.

(vi) Except as otherwise limited in this Agreement, PDA may disclose Protected Health Information to the persons to whom the Health Plan Administrator, on behalf of the Health Plan, directs PDA to provide Protected Health Information. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Health Plan's sole responsibility (and not PDA's responsibility) to ensure that the Health Plan has, in its official plan document, appropriate provisions regarding disclosures of Protected Health Information.

4. *Obligations of the Health Plan and Health Plan Administrator*

(a) General. Except as otherwise specifically provided under this Agreement, the Health Plan shall not request PDA to (and shall not cause the Health Plan Administrator to request PDA to) use or disclose Protected Health Information in any manner that may not be permissible under the Privacy Rule if done by the Health Plan.

(b) Notification of Privacy Practices and Restrictions. The Health Plan shall cause the Health Plan Administrator to promptly notify PDA of:

(i) Any limitation(s) in the Health Plan's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect PDA's use or disclosure of Protected Health Information;

(ii) Any changes in, or revocation of, permission by Individual to use or disclosure of Protected Health Information, to the extent that such changes may affect PDA's use or disclosure of Protected Health Information; and

(iii) Any restriction to the use or disclosure of Protected Health Information that the Health Plan has agreed to in accordance with 45 CFR 164.522, to the extent that

such restriction may affect PDA's use or disclosure of Protected Health Information.

5. ***Disclosure to CMS for Part D Program***

Pursuant to 42 CFR 423.884(b) and notwithstanding any provision herein to the contrary, the Health Plan agrees that the Health Plan, the Health Plan Administrator or PDA (on behalf of the Health Plan) may disclose Protected Health Information to the Center for Medicare and Medicaid Services (CMS) to the extent necessary to comply with Subpart R of 42 CFR Part 423 (relating to Notices of Creditable and Non-Creditable Coverage and applications for drug subsidy payment to the Plan Sponsor in connection with the prescription drug benefit under the Health Plan).

6. ***Security of Electronic Protected Health Information***

(a) PDA has implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the security, confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of the Health Plan as required under the Security Standards.

(b) PDA agrees that it will ensure that agents or subcontractors to whom it provides ePHI agree to implement the administrative, physical, and technical safeguards that reasonably and appropriately protect its confidentiality, integrity and availability.

(c) PDA agrees to report to the Health Plan, as soon as reasonably practicable, any Security Incident (as defined in 45 C.F.R. Part 164.304) of which it becomes aware.

(d) The Health Plan agrees and understands that the Health Plan is independently responsible for the security of ePHI in its possession, whether it was created by the Health Plan or received from outside sources (including PDA).

7. ***Term and Termination***

(a) Term. The term of this Agreement shall be for a period commencing as of the effective date of the Service Agreement and ending when all of the Protected Health Information provided by the Health Plan to PDA, or created or received by PDA on behalf of the Health Plan, is destroyed, returned to the Health Plan or further protected in accordance with the termination provisions in this Section 7.

(b) Termination for Cause. Upon the Health Plan Administrator's knowledge of a Significant Breach of PDA's obligation under this Agreement and subject to Section 7(c) hereof, the Health Plan Administrator may commence termination of this Agreement, as well as, in the sole option of the Health Plan, the then corresponding and current Service Agreement, by providing a notice of termination to PDA. Notwithstanding the foregoing, this Agreement shall be considered to have been terminated pursuant to this Section 7(b) only if, prior to such notice of termination:

(i) The Health Plan Administrator shall have given to PDA written notice describing with specificity the Material Breach;

(ii) A period of 60 days from and after the giving of such notice shall have elapsed without PDA's having substantially cured or remedied such

reason for termination during such 60-day period, unless such reason for termination cannot be substantially cured or remedied within 60 days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional 60 days), provided that PDA has made and continues to make a diligent effort to effect such remedy or cure; and

(iii) A final determination shall have been made by the Health Plan Administrator that Material Breach persists, following a meeting at which PDA shall be entitled to appear and contest the determination.

(iv) Whether or not Health Plan initiates termination hereunder, Health Plan has a right, in its sole discretion, to report any Material Breach, to the Secretary.

In the event PDA learns of a pattern of activity or practice by the Health Plan, or the Health Plan Administrator, of material breach or violations of the terms and conditions set forth herein, if the Health Plan or Health Plan Administrator fails to cure or end such breach or violations, after 60 days notice, and period to cure, with an additional 60 days upon request if action has commenced by Health Plan to cure within the initial 60 day period, PDA shall have the right to terminate this Agreement, or if termination is not feasible, report the material breach or violations to the Secretary.

(c) Condition Precedent. Upon receipt of a notice of termination pursuant to Section 7(b) hereof, or for termination of this Agreement for any other reason, PDA shall return or destroy all Protected Health Information received from the Health Plan, or created or received by PDA on behalf of the Health Plan, that PDA still maintains in any form, and shall retain no copies of such information. If PDA determines that such return or destruction is not feasible, PDA shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible.

(d) Report to Secretary of HHS. If, in the reasonable determination of the Health Plan Administrator, termination of the Agreement pursuant to Section 7(b) hereof is not feasible, the Health Plan Administrator shall report the Material Breach to the Secretary, if required under HIPAA.

8. *Other Provisions*

(a) Separate from Service Agreement. Except to the extent specifically provided herein, this Agreement shall not be construed, and is not intended, to be a part of the Service Agreement or to otherwise impose on PDA any duties, responsibilities, obligation whatsoever in respect of the administration of the Health Plan, including any duties, responsibilities or obligation of the Health Plan pursuant to the Privacy Rule.

(b) No Liability. To the fullest extent permitted by law, PDA shall be under no liability for any use or disclosure of Protected Health Information made in accordance with the directions of the Health Plan.

(c) No Duty to Question. Notwithstanding anything herein to the contrary, PDA shall not be under any duty to question any directions received from the Health Plan Administrator, nor to review in any respect the manner in which any fiduciary of the Health Plan exercises its authority and discharges its duties with respect to the Health Plan.

(d) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for the Health Plan to comply with applicable law, including the requirements of HIPAA, HITECH, the Privacy Rule, and the Security Standards.

(e) Ambiguities. Any ambiguity in this Agreement shall be resolved in a manner that is consistent with the applicable requirements under the Privacy Rule.

(f) Notice. Any notice required to be given hereunder shall be in writing and delivered by hand or sent by facsimile, registered or certified mail, return receipt requested, or by air courier, to the address (or fax number) cited in the signature block of this Agreement or to such other address (or fax number) as shall be specified by like to notice by either Party, and shall be deemed given only when received.

(g) Headings. The title, headings, and subheadings of this Agreement are solely for the convenience of the Parties and do not effect the meaning or interpretation of any provision of this Agreement.

(h) Governing Law. Except to the extent preempted by ERISA, this Agreement shall be governed by and enforceable in accordance with the laws of the State of New Jersey without giving effect to the principles of conflict of laws thereof.

(i) Arbitration. Any controversy or claim arising out of this Agreement, or the breach or violation thereof, shall be settled by binding arbitration in the County of Hudson, State of New Jersey in accordance with the rules then obtaining of the American Arbitration Association, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

(j) Entire Agreement. This Agreement and the Service Agreement contain the entire understanding between the Health Plan and PDA with respect to the subject matter hereof and, except as specifically provided herein, cancels and supersedes any and all other agreements between the Health Plan and PDA with respect to the subject matter hereof. Any amendment or modification of this Agreement shall not be binding unless in writing and signed by both the Health Plan and PDA.

(k) Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and conditions of this Agreement shall be unaffected and shall remain in full force and effect, and any such determination of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

(l) No Benefit to Others. The representations, covenants and agreements contained in this Agreement are for the sole benefit of the Parties, and they shall not be construed as conferring, and are not intended to confer, any rights on any other persons.

(m) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Business Associate Agreement, effective as of the Effective Date.

PART D ADVISORS, INC.

By: _____

Name: _____

Title: _____

Address: 17199 N. Laurel Park Drive
Suite 400
Livonia, MI 48152

Date: _____

City of Hoboken, NJ

By: _____

Name: _____

Title: _____

Address: _____

_____

_____

Date: _____

FIRST AMENDMENT TO THE

2010 SERVICE AGREEMENT TO TAKE OVER PART D SUBSIDY SERVICES

WHEREAS, the City of Hoboken, NJ ("**Plan**" or "**Plan Sponsor**") entered into a 2010 Service Agreement with Part D Advisors, Inc. ("**PDA**") to provide certain services in connection with the Medicare Drug Subsidy Program as described in 42 CFR 423.880 through 888 ("Medicare Retiree Drug Subsidy" or "RDS Program"), which Agreement became effective August 18, 2010 ("**2010 Service Agreement**"); and

WHEREAS, the Plan and PDA wish to reconfirm the 2010 Service Agreement and amend it to authorize PDA to perform additional services in connection with the RDS Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The term "Reconciled Plan Years(s)" shall be expanded to include the plan years beginning November 1, 2010, November 1, 2011, November 1, 2012 November 1, 2013, and November 2014
2. Exhibit A of the 2010 Service Agreement is amended to add the following: "With respect to the Plan Year beginning November 1, 2013, a monthly fee of $5.00 per Retired Medicare Eligible Individual (RMEI) shall apply. Billing shall commence December 1, 2013 and shall continue until November 30, 2014 (12 months).
3. The Fourth "Whereas" Clause in the Recitals of the 2010 Service Agreement shall be removed from the Agreement.
4. § 5.01 of the 2010 Service Agreement shall be removed and replaced with the following: "This Agreement, as amended from time to time, shall continue in effect as of August 10, 2014, for a one (1) year term, and shall thereafter automatically renew on a year to year basis, for up to three (3) additional years, unless otherwise terminated by one of the Parties.
5. In all other respects, the 2010 Agreement is reconfirmed.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to The 2010 Service Agreement to Take Over Part D Subsidy Services, effective as of the date the last Party signs.

Part D Advisors, Inc.	**City of Hoboken, NJ, on behalf of itself and City of Hoboken Health Care Plan**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SECOND AMENDMENT TO THE

AGREEMENT TO TAKE OVER PART D SUBSIDY SERVICES

WHEREAS, the City of Hoboken, NJ ("**Plan**" or "**Plan Sponsor**") entered into an Agreement with Part D Advisors, Inc. ("**PDA**") to provide certain services in connection with the Medicare Drug Subsidy Program as described in 42 CFR 423.880 through 888 ("Medicare Retiree Drug Subsidy" or "RDS Program"), which Agreement became effective August 18, 2010 ("**2010 Agreement**"); and

WHEREAS, the Plan Sponsor, the Plan and PDA wish to reconfirm the First Amendment; and

WHEREAS, it is necessary to execute a Second Amendment covering additional Plan Years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The term "Reconciled Plan Years" shall be expanded to include the plan years beginning November 1, 2014 and November 1, 2015.
2. With respect to the Plan Year beginning November 1, 2014, $15,000 Annual Fee to be paid by November 30, 2014, Plan Year beginning November 1, 2015, $15,000 Annual Fee to be paid by November 30, 2015, if not the pricing reverts back to the $5 PMPM.
3. In all other respects, the 2010 RSDS Agreement and the First Amendment are reconfirmed.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to 2010 RDS Agreement to Take Over Part D Subsidy Services, effective as of the date the last Party signs.

Part D Advisors, Inc.

By: _____

Name: _____

Title: _____

Date: _____

City of Hoboken, NJ, on behalf of itself and City of Hoboken Health Care Plan

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B

Business Associate Agreement

This BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into by and between Part D Advisors, Inc., a Michigan corporation ("PDA") and City of Hoboken, NJ (the "Health Plan") (together, the "Parties"), effective as provided below.

RECITALS

WHEREAS, the Health Plan is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time (the "Privacy Rule"); and

WHEREAS, PDA has heretofore entered into an agreement with the City of Hoboken, NJ ("Plan Sponsor") to provide certain administrative services in connection with the Health Plan (the "Service Agreement"); and

WHEREAS, the Privacy Rule requires covered entities such as the Health Plan to obtain and document satisfactory assurances from "business associates" (as defined therein) regarding appropriate safeguarding of certain "protected health information" (as defined therein) received or created by the business associate (a "BA Agreement"); and

WHEREAS, PDA, in the performance of its services in connection with the Health Plan, may be deemed a "business associate" within the meaning of the Privacy Rule; and

WHEREAS, the Parties desire to enter into an agreement intended to satisfy the BA Agreement requirement and related requirements under the Part D Program (as defined in the Service Agreement) as and to the extent such requirement may be applicable.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, the Parties agree as follows:

AGREEMENT

1. Definitions

Capitalized terms not expressly defined in this Agreement shall have the meanings as defined in the Privacy Rule. For purposes of this Agreement:

(a) *"Designated Record Set"* shall have the same meaning as the term "designated record set" in 45 CFR 164.501 in respect of the Health Plan.

(b) *"Effective Date"* shall have the meaning as set forth in Section 7(a) of this Agreement.

(c) *"ERISA"* shall mean Employee Retirement Income Security Act of 1974, as amended, and the regulations hereunder.

(d) *"Individual"* shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *"Health Plan Administrator" or "Plan Administrator"* shall have the same meaning as set forth in the Health Plan's Plan Document.

(f) *"Privacy Rule"* shall have the meaning as set forth in the RECITALS portion of this Agreement.

(g) *"Protected Health Information"* shall have the same meaning as the term "protected health information" in 45 CFR 160.103, but limited to the information created or received by PDA from or on behalf of the Health Plan.

(h) *"Required by Law"* shall have the same meaning as the term "required by law" in 45 CFR 164.103 (and as further described in 70 Federal Register 4405 with regard to compliance with the Center for Medicare and Medicaid Services' requirement of disclosure of Protected Health Information pursuant to 42 CFR 423.884(b)).

(i) *"Secretary"* shall mean the Secretary of the Department of Health and Human Services or his designee.

(j) *"Service Agreement"* shall have the meaning as set forth in the RECITALS portion of this Agreement.

(k) *"Significant Breach"* shall mean a pattern of activity or practice that constitutes a material breach or violation of this Agreement in the written opinion of legal counsel for the Health Plan. For purposes hereof, a "pattern of activity or practice" shall consist of at least three (3) discrete acts and/or omissions within a period of not more than 180 consecutive days.

2. *Obligations of PDA*

PDA agrees to:

(a) Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law;

(b) Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and mitigate to the extent practicable, any harmful effect known to PDA of use or disclosure of Protected Health Information in violation of this Agreement;

(c) Report to the Health Plan Administrator, for the benefit of the Health Plan, any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

PDA agrees to assist Health Plan, or Health Plan Administrator on behalf of the Health Plan, as it determines, in its sole discretion, whether any impermissible use or disclosure of Protected Health Information constitutes a breach of Protected Health Information for purposes of Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) ("HITECH") and its implementing regulations, and whether such

breach requires notification by the Covered Entity to Individuals, the media, and/or the Secretary.

In furtherance of the foregoing, in the event PDA discovers a breach of Protected Health Information, PDA agrees:

(a) To provide the Health Plan with relevant information, including without limitation, a brief description of the incident, the date of the incident, the Individuals potentially affected, the date of discovery, the type of Protected Health Information involved, any recommendations that should be made to Individuals for their protection, a description of how PDA is and proposes to mitigate any harm to Individuals, a description of how PDA is and will prevent future incidents, and any other information reasonably requested by the Health Plan so that it may comply with its obligations under HITECH.

(b) To assist the Health Plan to further investigate any breach incident, to assist in making notifications to Individuals as necessary, to mitigate any harm resulting or that may reasonably result from a breach incident, and to assist in taking any other actions that the Health Plan deems reasonably necessary to comply with HITECH.

(c) Ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the Health Plan, or created or received by PDA on behalf of the Health Plan agrees to the same restrictions and conditions that apply through this Agreement to PDA with respect to such information; provided that the Health Plan shall not have any right to disapprove any subcontractors of PDA or to review any agreements with such subcontractors, except to the extent specifically provided herein;

(d) Provide, in a commercially reasonable time and manner, access to Protected Health Information to the Health Plan Administrator, for the benefit of the Health Plan, to the extent necessary to meet the requirements under 45 CFR 164.524, provided that such access shall be provided only to the extent such Protected Health Information is in the possession of PDA and is a part of the Designated Record Set.

(e) Make, in a commercially reasonable time and manner, any amendment(s) to Protected Health Information that the Health Plan Administrator, for the benefit of the Health Plan, directs or agrees to pursuant to 45 CFR 164.526, provided that such amendment(s) shall be made only to the extent such Protected Health Information is in the possession of PDA and is a part of the Designated Record Set;

(f) Make available to the Health Plan, in a commercially reasonable time and manner, information in the possession of PDA as and to the extent required for the Health Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528;

(g) Make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Health Plan, or created or received by PDA on behalf of the Health Plan, available to the Secretary for purposes of the Secretary determining the Health Plan's compliance with the Privacy Rule.

3. *Permitted Uses and Disclosures by PDA*

(a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, PDA may use or disclose Protected Health Information to perform its duties, functions, activities, or services for, or on behalf of, the Health Plan or its Plan Sponsor, provided that such use or disclosure would not violate the Privacy Rule if done by the Health Plan.

To the extent practicable, PDA shall use a Limited Data Set (as defined in the Privacy Rule) with respect to Protected Health Information of the Health Plan. If not practicable, PDA shall use the least amount of Protected Health Information necessary to achieve the intended purpose, and shall document why such amount of Protected Health Information is necessary. PDA shall comply with any guidance issued by the Secretary regarding the minimal necessary use and disclosure of Protected Health Information.

(b) Specific Use and Disclosure Provisions.

(i) PDA may use Protected Health Information for the proper management and administration of PDA or to carry out the legal responsibilities of PDA.

(ii) Except as otherwise limited in this Agreement, PDA may disclose Protected Health Information for the proper management and administration of PDA or to carry out the legal responsibilities of PDA, provided that:

(A) Disclosures are Required By Law, or

(B) PDA obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies PDA of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Except as otherwise limited in this Agreement, PDA may use Protected Health Information to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) PDA may use or disclose Protected Health Information to report violations of law to appropriate Federal and/or State authorities to the extent consistent with 45 CFR 164.502(j).

(v) Except as otherwise limited in this Agreement, PDA may disclose Protected Health Information to other "business associates" (within the meaning of the Privacy Rule) of the Health Plan to perform its duties under the Service Agreement. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Health Plan's sole responsibility (and not PDA's responsibility) to ensure that the Health Plan has entered into appropriate business associate agreements with its business associates.

(vi) Except as otherwise limited in this Agreement, PDA may disclose Protected Health Information to the persons to whom the Health Plan Administrator, on behalf of the Health Plan, directs PDA to provide Protected Health Information.

Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Health Plan's sole responsibility (and not PDA's responsibility) to ensure that the Health Plan has, in its official plan document, appropriate provisions regarding disclosures of Protected Health Information.

4. Obligations of the Health Plan and Health Plan Administrator

(a) General. Except as otherwise specifically provided under this Agreement, the Health Plan shall not request or permit PDA to (and shall not cause the Health Plan Administrator to request or permit PDA to) use or disclose Protected Health Information in any manner that may not be permissible under the Privacy Rule if done by the Health Plan.

(b) Notification of Privacy Practices and Restrictions. The Health Plan shall cause the Health Plan Administrator to promptly notify PDA of:

(i) Any limitation(s) in the Health Plan's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect PDA's use or disclosure of Protected Health Information;

(ii) Any changes in, or revocation of, permission by Individual to use or disclosure of Protected Health Information, to the extent that such changes may affect PDA's use or disclosure of Protected Health Information; and

(iii) Any restriction to the use or disclosure of Protected Health Information that the Health Plan has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect PDA's use or disclosure of Protected Health Information.

5. Disclosure to CMS for Part D Program

Pursuant to 42 CFR 423.884(b) and notwithstanding any provision herein to the contrary, the Health Plan agrees that the Health Plan, the Health Plan Administrator or PDA (on behalf of the Health Plan) may disclose Protected Health Information to the Center for Medicare and Medicaid Services (CMS) to the extent necessary to comply with Subpart R of 42 CFR Part 423 (relating to Notices of Creditable and Non-Creditable Coverage and applications for drug subsidy payment to the Plan Sponsor in connection with the prescription drug benefit under the Health Plan).

6. Security of Electronic Protected Health Information

(a) PDA has implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives or transmits on behalf of the Health Plan ("ePHI") as required under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.

(b) PDA agrees that it will ensure that agents or subcontractors to whom it provides ePHI agree to implement the reasonable and appropriate safeguards to protect its confidentiality, integrity and availability.

(c) PDA agrees to report to the Health Plan, as soon as reasonably practicable, any Security Incident (as defined in 45 C.F.R. Part 164.304) of which it becomes aware.

(d) The Health Plan agrees and understands that the Health Plan is independently responsible for the security of ePHI in its possession, whether it was created by the Health Plan or received from outside sources (including PDA).

7. *Term and Termination*

(a) Term. The term of this Agreement shall be for a period commencing as of the effective date of the Service Agreement and ending when all of the Protected Health Information provided by the Health Plan to PDA, or created or received by PDA on behalf of the Health Plan, is destroyed, returned to the Health Plan or further protected in accordance with the termination provisions in this Section 7.

(b) Termination for Cause. Upon the Health Plan Administrator's knowledge of a Significant Breach of PDA's obligation under this Agreement and subject to Section 7(c) hereof, the Health Plan Administrator may commence termination of this Agreement by providing a notice of termination to PDA. Notwithstanding the foregoing, this Agreement shall be considered to have been terminated pursuant to this Section 7(b) only if, prior to such notice of termination:

(i) The Health Plan Administrator shall have given to PDA written notice describing with specificity the Significant Breach;

(ii) A period of 60 days from and after the giving of such notice shall have elapsed without PDA's having substantially cured or remedied such reason for termination during such 60-day period, unless such reason for termination cannot be substantially cured or remedied within 60 days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed 60 days), provided that PDA has made and continues to make a diligent effort to effect such remedy or cure; and

(iii) A final determination shall have been made by the Health Plan Administrator that Significant Breach persists, following a meeting at which PDA shall be entitled to appear and contest the determination.

In the event PDA learns of a pattern of activity or practice by the Health Plan, or the Health Plan Administrator, of material breach or violations of the terms and conditions set forth herein, if the Health Plan or Health Plan Administrator fails to cure or end such breach or violations, PDA shall have the right to terminate this Agreement, or if termination is not feasible, report the material breach or violations to the Secretary.

(c) Condition Precedent. Upon receipt of a notice of termination pursuant to Section 7(b) hereof, or for termination of this Agreement for any other reason, PDA shall return or destroy all Protected Health Information received from the Health Plan, or created or received by PDA on behalf of the Health Plan, that PDA still maintains in any form, and shall retain no copies of such information. If PDA determines that such return or destruction is not feasible, PDA shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible.

(d) Report to Secretary of HHS. If, in the reasonable determination of the Health Plan Administrator, termination of the Agreement pursuant to Section 7(b) hereof is not feasible, the Health Plan Administrator shall report the Significant Breach to the Secretary.

8. Other Provisions

(a) Separate from Service Agreement. Except to the extent specifically provided herein, this Agreement shall not be construed, and is not intended, to be a part of the Service Agreement or to otherwise impose on PDA any duties, responsibilities, obligation whatsoever in respect of the administration of the Health Plan, including any duties, responsibilities or obligation of the Health Plan pursuant to the Privacy Rule.

(b) No Liability. To the fullest extent permitted by law, PDA shall be under no liability for any use or disclosure made in accordance with the directions of the Health Plan.

(c) No Duty to Question. Notwithstanding anything herein to the contrary, PDA shall not be under any duty to question any directions received from the Health Plan Administrator, nor to review in any respect the manner in which any fiduciary of the Health Plan exercises its authority and discharges its duties with respect to the Health Plan.

(d) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for the Health Plan to comply with the requirements of the Privacy Rule.

(e) Ambiguities. Any ambiguity in this Agreement shall be resolved in a manner that is consistent with the applicable requirements under the Privacy Rule.

(f) Notice. Any notice required to be given hereunder shall be in writing and delivered by hand or sent by facsimile, registered or certified mail, return receipt requested, or by air courier, to the address (or fax number) cited in the signature block of this Agreement or to such other address (or fax number) as shall be specified by like to notice by either Party, and shall be deemed given only when received.

(g) Headings. The title, headings, and subheadings of this Agreement are solely for the convenience of the Parties and do not effect the meaning or interpretation of any provision of this Agreement.

(h) Governing Law. Except to the extent preempted by ERISA, this Agreement shall be governed by and enforceable in accordance with the laws of the State of New Jersey without giving effect to the principles of conflict of laws thereof.

(i) Arbitration. Any controversy or claim arising out of this Agreement, or the breach or violation thereof, shall be settled by binding arbitration in the City of Hoboken, New Jersey, in accordance with the rules then obtaining of the American Arbitration Association, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

(j) Entire Agreement. This Agreement and the Service Agreement contain the entire understanding between the Health Plan and PDA with respect to the subject matter hereof and, except as specifically provided herein, cancels and supersedes any and all other agreements between the Health Plan and PDA with respect to the subject matter hereof. Any amendment or modification of this Agreement shall not be binding unless in writing and signed by both the Health Plan and PDA.

(k) Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and conditions of this Agreement shall be unaffected and shall remain in full force and effect, and any such determination of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

(l). No Benefit to Others. The representations, covenants and agreements contained in this Agreement are for the sole benefit of the Parties, and they shall not be construed as conferring, and are not intended to confer, any rights on any other persons.

(m) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Business Associate Agreement, effective as of the Effective Date.

City of Hoboken, NJ

Date: 8/30/10

By: _____

Name: Dawn Zimmer

Title: Mayor

Address: 94 Washington St.
Hoboken, NJ 07030

Fax Number: _____

PART D ADVISORS, INC.

Date: 9/15/10

By: _____

Name: Linda Kaneres

Title: Exec Vice Pres

Address: 47799 Halyard Drive, Suite B
Plymouth, MI 48170

Fax Number: 734-459-9733

AGREEMENT TO TAKE OVER MEDICARE PART D SUBSIDY SERVICES

This AGREEMENT FOR MEDICARE PART D SUBSIDY SERVICES (this "Agreement") is entered into by and between Part D Advisors, Inc., a Michigan corporation (hereinafter referred to as "PDA") and City of Hoboken, NJ (hereinafter referred to as "Plan Sponsor") on behalf of itself and its group health plan (hereinafter referred to as the "Plan") and shall be effective as of August 18, 2010 (the "Effective Date").

RECITALS

WHEREAS, Plan Sponsor maintains a group health program (hereinafter referred to as the "Plan"), under which eligible individuals, including Retired Medicare Eligible Individuals, are able to obtain certain prescription drug benefits; and

WHEREAS, the Plan Sponsor has filed one or more Subsidy Applications for the Plan with the Center for Medicare and Medicaid Services ("CMS") with respect to the Medicare Part D Prescription Drug Program (the "Part D Program") to receive the Medicare Drug Subsidy provided for in the Medicare Modernization Act of 2003 and as more fully described in 42 CFR 423.880 through 888 ("Medicare Drug Subsidy") ;

WHEREAS, the Plan Sponsor intends to file additional Subsidy Applications in the future; and

WHEREAS, the Plan Sponsor has not completed Final Reconciliation for the Subsidy Application(s) for the Plan Year(s)

Beginning 11/1/2008 and Ending 10/31/2009, and

Beginning 11/1//2009 and Ending 10/31//2010,

WHEREAS, Plan Sponsor wishes to engage PDA to assist Plan Sponsor with the requirements and opportunities specified herein with respect to the Part D Program, including completing Final Reconciliation for the above noted Subsidy Application(s) and PDA desires to provide such assistance, subject to the terms and conditions as set forth herein; and

WHEREAS, Plan Sponsor (or its designee(s) other than PDA) shall serve as the administrator, fiduciary and primary decision maker for the Plan, with all of the rights and responsibilities for administering the Plan in connection with the Part D Program, and PDA shall have no such authority or responsibility except as may be specifically provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1
DEFINITIONS

1.01 "**Medicare Eligible Individuals**" shall mean a Member who has the right to elect to get coverage under Medicare Part D, whether or not they have so elected. For purposes of calculating PDA's fee for Notice Services (if applicable), PDA shall each year make a good faith estimate of the number of Medicare Eligible Individuals there will be during the upcoming calendar year. The determination of whether a Member is a Medicare Eligible Individual shall be made monthly by CMS.

1.02 "**Final Reconciliation**" shall mean the last payment request filing made by a Plan Sponsor with respect to a Subsidy Application, as required by 42 CFR §423.888(b)(4).

1.03 "**Interim Payments**" shall mean all payment requests made with respect to a Subsidy Application before Final Reconciliation, as permitted by 42 CFR §423.888(b)(2).

1.04 "**Member**" shall mean an individual enrolled for prescription drug coverage under the Plan, including an individual continuing coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA").

1.05 "**Plan Document**" shall mean generally the written description of the benefits provided by the Plan, the terms and conditions under which the Plan is operated and the standards and rules governing the payment of benefits under the Plan.

1.06 "**Plan Year**" shall mean the period of time specified on a Plan Sponsor's Subsidy Application with respect to which Medicare Subsidy Payments are calculated and paid to the Plan Sponsor.

1.07 "**Retired Medicare Eligible Individual**" or "**RMEI**" shall mean a Medicare Eligible Individual who has retired.

1.08 "**Subsidy Application**" shall mean a Plan Sponsor's request for Medicare Drug Subsidy payments with respect the Plan for a Plan Year, as permitted by 42 CFR §423.884(c)(1).

SECTION 2
PDA SERVICES

2.01 PDA Services – Generally. PDA shall provide the following services, as more specifically detailed in Sections 2.02 through 2.06 below:

(a) Notices. Assist Plan Sponsor in preparing and providing notices of creditable coverage to Medicare Eligible Individuals in connection with the Plan and to Centers for Medicare and Medicaid Services (CMS), as required under the Part D Program (as described in 42 CFR 423.56) (the "Part D Notices"); and

(b) Drug Subsidy. Assist Plan Sponsor in applying for the Medicare Drug Subsidy as may be available under the Part D Program in connection with the Plan.

2.02 Specific PDA Services – Part D Notices. During the term of this Agreement, PDA shall provide any or all of the following services as may be necessary to assist Plan Sponsor in preparing and distributing the Part D Notices:

(a) Assist in the identification of each relevant "benefit option" (within the meaning of the Part D Program) under each Plan (each "Benefit Option") and identification of actual and potential enrollees in each Benefit Option;

(b) Assist in determining whether a Benefit Option is "creditable" or "non-creditable" within the meaning of the Part D Program;

(c) Assist in the identification of all Retired Medicare Eligible Individuals;

(d) Assist in the annual preparation and distribution of Part D Notices to all individuals to the extent required under the Part D Program;

(e) Assist in the preparation and disclosure of creditable or non-creditable coverage information to CMS to the extent required under the Part D Program; and

(f) Assist in the design and establishment of a system for the proper retention of relevant data, as may be proper and necessary for compliance with the Part D Program and any audits by CMS in connection with the Part D Notices.

2.03 Specific PDA Services – Drug Subsidy. During the term of this Agreement, PDA shall provide any or all of the following services as may be necessary to assist Plan Sponsor with respect to the Drug Subsidies:

(a) General consultation regarding the Part D Program and assist in determining the magnitude of potential Medicare Drug Subsidies as may be available to Plan Sponsor;

(b) Provide an actuarial attestation by an actuary, enrolled in the American Academy of Actuaries, of the value of retiree prescription drug coverage under the Plan (projected gross and net values) (the "Coverage Values") for comparison with benefits under the Medicare Part D Program;

(c) To the extent requested, make suggestions for alternate plan designs that may better qualify for the Medicare Drug Subsidies;

(d) Assist in the identification of all Retired Medicare Eligible Individuals who have not elected drug coverage under Medicare Part D;

(e) Assist in obtaining, compiling and documenting detailed drug expenditure information (including, by way of illustration only, the types of information listed in Exhibit B attached hereto) from pharmacy benefit managers and other sources;

(f) Appoint a Medicare Drug Subsidy Account Manager for Plan Sponsor and Plan to assist in the preparation of an application to CMS for the Medicare Drug Subsidies, and assist with follow-up tasks as may be required by CMS, including cost reporting, payment requests to CMS and Final Reconciliation; and

(g) Assist in the design and establishment of a system for the proper retention of relevant data as may be proper and necessary for compliance with the Part D Program and any audits by CMS in connection with the Medicare Drug Subsidies.

2.04 Specific PDA Services – Ongoing Services. During the term of this Agreement, PDA shall provide the following ongoing services:

(a) Maintain and update a database containing the eligibility of each Retired Medicare Eligible Individual for prescription drug coverage under the Plan and/or under the Part D Program;

(b) Maintain other appropriate records regarding the Plan in respect of the Part D Program as may be required by federal law; and

(c) Assist Plan Sponsor with submission of, or access to, the records in PDA's database as may be required for CMS regulatory, audit, and/or other business purposes.

2.05 Additional Services. Additional services by PDA, if any, shall be provided upon request for the additional service fees as specified in Exhibit A attached hereto.

2.06 Sources of Information. In performance of the above-described services, PDA shall rely on any communication and/or data reasonably believed by it to be genuine, including necessary information received from Plan Sponsor, Members, providers, and any other source in a timely manner and in good order. For purposes hereof, "timely manner" means a reasonable period of time as may be necessary for sorting, processing, analyzing, entering and/or posting of information received, but in no event less than 60 days before information must be received by CMS.

SECTION 3
RESPONSIBILITIES OF PLAN SPONSOR

3.01 Preparation and Provision of Eligibility List and Plan Information. Plan Sponsor shall:

(a) Prepare a complete and accurate set of current enrollment records for all Members under the Plan including actual retirement dates. Such records shall be delivered to PDA in an electronic format acceptable to PDA as soon as practicable following the Effective Date. Thereafter, Plan Sponsor shall promptly update such enrollment records in an electronic format acceptable to PDA, notifying PDA of any and all changes in Member status and the accurate date of such change, including the addition of new Members, retirement, termination or layoff of a Member, changes in dependent status or any other changes that may affect the eligibility of a Member, including notifying PDA if a retiree becomes "rehired" or otherwise ineligible;

(b) Make available, or cause to be made available to PDA, certain reports and information to which Plan Sponsor has access and which may be reasonably requested by PDA. Such reports and information may include, but shall not be limited to: (i) certification that a Member is eligible for benefits under the Plan; (ii) a description and identification of the types of drug benefits to which a Member is entitled; (iii) date of a Member's eligibility; (iv) date of a Member's ineligibility,

and (iv) Member contribution rates (*i.e.*, amounts) for single coverage, two-person coverage, and family coverage (or such other coverage units as may be applicable under the Plan) for all coverages available under the Plan or, if available, such Member contribution rates as applicable to prescription drug coverage. Upon request, Plan Sponsor shall provide PDA with any other reasonable and necessary information regarding Members;

(c) Provide PDA with a complete copy of the Plan Document (and summary plan description, if separate), including any amendments and summary of material modifications;

(d) Be solely responsible to inform PDA of any changes in the information it previously supplied PDA; and

(e) Be solely responsible for reconciling any conflicting data provided by the Plan Sponsor, its contactors and/or vendors, including confirmation of retirement dates and confirmation of the final Covered Retiree List that is submitted for Final Reconciliation.

(f) Be solely responsible for any fees charged by its vendors to provide any data or information to PDA, including negotiations with the vendors to reduce or eliminate any proposed charges.

3.02 Drug Subsidy Application and Related Tasks

(a) To enable PDA to fulfill all of its duties regarding the Drug Subsidies, Plan Sponsor consents to and authorizes PDA's designation of an employee or a representative of PDA to be the "**Account Manager**" for purposes of the Subsidy Applications to CMS that are filed after the Effective Date, with all the authority that designation entails, including necessary authority to: (i) begin the Subsidy Application process on behalf of Plan Sponsor, (ii) have and maintain full access to Plan Sponsor's Subsidy Application, and (iii) assign an "Authorized Representative," "Actuaries," "Benefit Option Administrators," "Application Designees" and such other designees as may be necessary in the Subsidy Application and any follow-up processes.

(b) To enable PDA to fulfill all of its duties regarding the Medicare Drug Subsidies, Plan Sponsors consents to and authorizes PDA's designation of employees or representatives of PDA to be the "**Cost Reporter**" and "**Payment Requestor**" for purposes of the cost reporting and payment requesting functions in connection with Drug Subsidy Applications to CMS, with all the authority those designations entail, including the necessary authority to (i) gather, organize and submit appropriate information to CMS and (ii) request Medicare Drug Subsidy payments from CMS.

(c) Plan Sponsor shall provide its full and good faith cooperation in the procurement; access and/or review of such other reasonable information as may be determined by PDA to be reasonably necessary in order to perform its services hereunder.

Except as may be otherwise agreed to by PDA, Plan Sponsor specifically agrees that any electronic communication to CMS from Plan Sponsor or any of its employees or

agents shall only be initiated with the knowledge and consent of the Medicare Drug Subsidy **Account Manager**.

3.03 HIPAA Compliance. Notwithstanding any provision in this Agreement to the contrary, Plan Sponsor shall, during the term of this Agreement, be solely responsible for ensuring that the Plan is and remains in full compliance with the privacy and security requirements under the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations. In particular, Plan Sponsor shall have in place all necessary business associate agreements, Plan amendments, and related documentation to the extent required under HIPAA in order to (i) permit the disclosure of protected health information (within the meaning of HIPAA) to Plan Sponsor and (ii) establish the permitted and required uses and disclosures of protected health information by Plan Sponsor.

3.04 Compensation. In consideration for the services set forth herein, Plan Sponsor shall pay PDA the compensation and applicable reimbursements as set forth on Exhibit A. Any modification in the compensation and/or reimbursement structure shall be a material change to the agreement which shall require execution of a new agreement between the parties.

SECTION 4
RELATIONSHIP OF THE PARTIES

4.01 Independent Contractor. In performing services under this Agreement, PDA performs all acts as an independent contractor and not as an officer, employee or agent of Plan Sponsor, administrator(s) (if other than Plan Sponsor), or the Plan. Nothing in this Agreement shall be construed to mean that Plan Sponsor (or any of its agents) retains any control over the manner and means of how PDA performs the services provided for herein, but only a right to review the results of the work performed.

4.02 Not a Fiduciary or Insurer. Plan Sponsor is the named fiduciary and/or primary decision maker of the Plan. As fiduciary and/or decision maker, Plan Sponsor maintains discretionary authority and responsibility in the administration and operation of the Plan, including, but not limited to, the determination of covered services, interpretation of the terms of the Plan, and the determination of eligibility for and entitlement to benefits under the Plan in accordance with the terms of the Plan. PDA does not assume any responsibility for any act, omission or breach by any fiduciary (*e.g.*, failure by Plan Sponsor to timely perform Final Reconciliation), and assumes responsibility solely for its own acts or omissions and as may otherwise be required by law.

SECTION 5
TERM AND TERMINATION

5.01 Term. This Agreement shall be in effect for a period of one (1) year from the Effective Date (the "Initial Term") and shall thereafter renew automatically from year to year thereafter for an additional three (3) years unless otherwise terminated in accordance with Section 5.02.

5.02 Termination. Subject to continuing obligations under Section 5.03, this Agreement may be terminated as specified below:

(a) Following the Initial Term by either party with or without cause upon thirty (30) days' prior written notice;

(b) By and at the election of PDA, upon Plan Sponsor's failure to provide timely and adequate payment of service fees to PDA in accordance with the provisions of this Agreement;

(c) By PDA as of the date Plan Sponsor voluntarily or involuntarily files for bankruptcy protection for any or all portion of its business operations; or

(d) By mutual written agreement of the parties.

5.03 Obligations After Contract Termination; Survival. All responsibilities of either party under this Agreement shall terminate upon the termination of this Agreement, except that the following rights and liabilities of the parties shall survive the termination of this Agreement for the specified time period as provided below or as otherwise agreed by the parties hereto:

(a) Plan Sponsor's and Plan's duty to pay PDA for amounts due to PDA hereunder, until such amounts are paid in full, specifically including all payments with respect to all Medicare Drug Subsidies paid to Plan Sponsor as a result of the preparation by PDA of (i) a Subsidy Application filed with CMS, (ii) a Final Reconciliation filed with CMS or (iii) a Payment Request made by PDA to CMS;

(b) Plan Sponsor's, thePlan's and PDA's respective duties hereunder that are predicated on, or reasonably contemplates continuation beyond, the termination of this Agreement, including, but not limited to, this Section 5.03 and Sections 5.04, 5.05, 5.06, and 7.09. Notwithstanding the foregoing, such duties shall not survive beyond the duration of any applicable statute of limitations; and

(c) Plan Sponsor's, the Plan's and PDA's indemnification duties and liabilities under Section 6 hereof with respect to events and claims arising before the termination of the Agreement, until the appropriate statute of limitations has run.

5.04 Outstanding Fees; Records. Upon termination of this Agreement, Plan Sponsor and Plan agrees to remit to PDA any outstanding balances due (or which, under Section 5.03(a), becomes due) under this Agreement. Without limiting other available remedies, PDA shall have the right to retain all records in its possession with regard to its services pursuant to this Agreement until receipt of all outstanding monies due.

5.05 Cooperation with Successor. In the event Plan Sponsor appoints a successor to PDA for any or all of PDA's services described herein, PDA shall cooperate as reasonably necessary in transferring files, records, reports and the like, and PDA shall be entitled to reasonable compensation for its services in connection therewith, in an amount not to exceed five thousand ($5,000) dollars. Notwithstanding any provision of this Agreement (including any exhibit or addendum hereto), to the contrary, PDA shall not, without prior written agreement with Plan Sponsor, be obligated to assist a successor to PDA or otherwise take or continue any action following termination of the Agreement if and to the extent such assistance or action may, in the opinion of PDA, would cause PDA to become a fiduciary with respect to the Plan in any manner.

5.06 Access to Information. Plan Sponsor shall have the right, upon providing reasonable notice, to periodically review, at its own expense, any records of PDA relating to the services provided herein; any examination of such records shall be carried out in a manner mutually agreeable to PDA and Plan Sponsor and to the extent permitted by applicable law.

SECTION 6
INDEMNIFICATION

6.01 Plan Sponsor and Plan agree to indemnify PDA, its officers, directors, employees and agents for and hold them harmless from any claim, liability, cost, loss, expense or damage (including reasonable attorney and accountant fees) ("Losses") which may be paid or incurred by PDA with respect to any Member or any other person or persons (including any governmental authority) resulting from or in connection with rendering of services by PDA under this Agreement or the design or operation of the Plan or any action or inaction by Plan Sponsor with respect to the Plan, unless such claim, liability, cost, loss, expense or damage results from PDA's gross negligence, willful misconduct or fraud. PDA shall not be responsible for any Losses resulting from Plan Sponsor's failure to timely perform Final Reconciliation if the duties of PDA, pursuant to this Agreement, have been fulfilled.

6.02 PDA agrees to indemnify and hold harmless Plan Sponsor from any claim, liability, cost, loss, expense or damage (including reasonable attorney and accountant fees) which results from PDA's gross negligence, willful misconduct or fraud in carrying out its duties pursuant to this Agreement.

SECTION 7
GENERAL PROVISIONS

7.01 Caveats. By its execution of this Agreement, Plan Sponsor and Plan acknowledge their knowledge, understanding and agreement to the following:

(a) With respect to Medicare Drug Subsidy services:

i. PDA may conclude that the Plan does not qualify for the Medicare Drug Subsidy because it fails a Part D Program test or for some other reason. Unless there is a straightforward fix (which PDA will notify Plan Sponsor about), PDA's Medicare Drug Subsidy engagement will end, subject to the provisions of Section 5.03 above. (PDA will try and make this determination as soon as possible following the execution of the Service Agreement.);

ii. Plan Sponsor understands that Medicare Drug Subsidy payments (usually monthly) will vary substantially and that it is not possible to accurately predict either the amount of monthly or even annual Medicare Drug Subsidy payments. For example, Medicare's 2005 estimate of $668 a year for each RMEI was merely an estimate for the millions of RMEIs in employer sponsored health plans. Plan Sponsor's actual Medicare Drug Subsidy payments are calculated one RMEI at a time, based on that RMEI's drug utilization;

(A) The number of RMEIs can vary each month. For example, any RMEI who elects Medicare Part D coverage will no longer generate a Medicare Drug Subsidy payment.

(I) CMS will initially reject the election because that person is on Plan Sponsor's RMEI list, but the individual may choose to override the rejection;

(II) CMS encourages Plan Sponsors to contact these RMEIs and tell them not to elect Medicare Part D, but this is optional for Plan Sponsor;

(III) If the individual overrides the rejection of their election of Medicare Part D, CMS will notify PDA and Plan Sponsor and PDA will file an updated list of RMEIs with CMS.

(B) Other examples of possible loss of RMEIs include death and the rehiring of RMEIs;

iii. In generating drug benefit cost information for purposes of requesting Medicare Drug Subsidy payments, PDA will need to filter out certain drug claims that may be covered under Medicare Part B and therefore ineligible for Medicare Drug Subsidy payments. Due to impracticalities that are inherent in any large scale filtering processes (e.g., whether a drug should or should not be filtered out in this process may depend on factual circumstances that could not be known by PDA or any other vendor), PDA will adopt, unless instructed otherwise by Plan Sponsor, a conservative approach that errs in favor of excluding drugs that may be potentially covered under Medicare Part B. This conservative approach is intended to minimize the possibility of Plan Sponsor improperly receiving more payments than is legally permitted under the Medicare Drug Subsidies program;

iv. In generating drug benefit cost information for purposes of requesting Medicare Drug Subsidy payments, PDA will need to report any rebates or other manufacturer's discounts, credits or like amounts received by the Plan Sponsor or the Plan or being credited against the administrative expenses of the Plan Sponsor or the Plan. Because Plan Sponsors usually will not know the amount of those payments or credits for some period of time, PDA will estimate the amount using a percentage discount of either: (1) the percentage selected in writing by the Plan Sponsor or (2) five percent (5%) as the standard default. However, such estimates may not be used for Final Reconciliation. It is the Plan Sponsor's responsibility to provide accurate and actual numbers for the amounts of rebates and other administrative allowances described in this subsection to PDA no less than 30 days before information must be received by CMS for Final Reconciliation;

v. Because of the way in which Medicare Drug Subsidies are calculated, the trend in the amount of monthly Drug Subsidy payments over time will likely follow a "bell curve"; that is, lower in the first 2-3 months, higher in the next 4-6 months, and tailing off again in the last 2-3 months. It is even

possible – although unlikely – that in a given month or at Final Reconciliation, Plan Sponsor will owe money back to CMS. In such a case, CMS will likely send out a demand letter and PDA will respond for Plan Sponsor;

vi. PDA's Subsidy Application submission philosophy will likely result in many initial rejections by CMS. PDA will use its best efforts to identify and file a Subsidy Application covering all RMEIs, but inevitably, some RMEIs will be missed or PDA will not be able to obtain enough information for them. To the extent practicable, PDA will run down the rejections and make a supplemental filing of RMEIs;

vii. The Subsidy Application must be filed at least 90 days before the beginning of a Plan Year, except to the extent of any available extensions granted by CMS. For this reason, it is critical that Plan Sponsor and vendors provide PDA with necessary information in no event less than 30 days before information must be received by CMS.

viii. While PDA will keep Plan Sponsor up-to-date on progress, the only "report" provided under this Agreement will be the deposit of Electronic Fund Transfers by CMS in Plan Sponsor's designated bank account; and

ix. Final Reconciliation. While PDA will assist Plan Sponsor with Final Reconciliation, Plan Sponsor shall verify that all information provided for Final Reconciliation is accurate and correct, and the Plan Sponsor shall be solely responsible for completing Step 12 of Final Reconciliation.

(b) With respect to Notice services, PDA will send Notices annually only to RMEIs (not to all active and retired participants), using the CMS approved Model language as modified annually by the CMS, unless a different agreement is reached with the Plan Sponsor.

7.02 Amendment; Assignment. This Agreement may not be amended without the express written consent of both parties. No assignment by either party pertaining to this Agreement shall be valid without the express written consent of the other party, which consent will not be unreasonably withheld.

7.03 Confidentiality. PDA recognizes that it shall be provided with personal information regarding Members of the Plan in the course of providing services under this Agreement. PDA shall safeguard such information to ensure that no person who does not need to know such information has access to such information. To the extent required by law, PDA will enter into a "Business Associate Agreement" with the Plan and/or Plan Sponsor, provided that no such Business Associate Agreement shall alter or amend the rights and responsibilities of the parties under this Agreement.

7.04 Consultation with Plan Sponsor. PDA shall consult with and obtain prior approval from Plan Sponsor and/or legal counsel designated by Plan Sponsor when legal matters regarding the Plan arise.

7.05 Entire Agreement. The entire agreement between the parties concerning the subject matter hereof is incorporated into this document, the Business Associate Agreement and any exhibits or addenda hereto. This Agreement (including any exhibits or addenda hereto) supersedes all previous agreements whether oral or written between the parties concerning the subject matter hereof.

7.06 Governing Law. To the extent not preempted by federal law, including ERISA, this Agreement shall be governed in accordance with the laws of the State of New Jersey.

7.07 Headings. The headings of this Agreement are solely for the convenience of the parties and do not affect the meaning or interpretation of any provision of this Agreement.

7.08 Notice. Any notice required to be given hereunder between the parties shall be written, effective upon receipt and shall be served by facsimile and by personal delivery or certified mail, return receipt requested to the address cited in the signature block of this Agreement or to such other address as shall be specified by like notice by either party.

7.09 Other Service Providers; No Legal or Tax Advice. PDA may seek the services of others in performing its duties and obligations under this Agreement. Plan Sponsor acknowledges and agrees that PDA's services pursuant to this Agreement are in the nature of consulting, logistical and non-discretionary ministerial services and are not intended, and shall not be construed or characterized as, the provision of legal or tax advice or professional fiduciary services.

7.10 Successor and Assigns; Waiver. Subject to the provisions of Section 7.01 above, this Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not affect the rights of the parties to enforce such provision in another circumstance or their right to enforce any other provision of this Agreement at any time. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement.

7.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the Effective Date, by their duly authorized officers.

PART D ADVISORS, INC.

By: Linda Kaneris

Name: Linda Kaneris

Title: Exec Vice Pres.

Address: 47799 Halyard Dr. Suite B

City of Hoboken, NJ, on behalf of itself and the City of Hoboken Health Care Plan.

By: Dawn Zimmer

Name: Dawn Zimmer

Title: Mayor

Address: 94 Washington St.

Plymouth, MI 48170

Date: 9/15/10

Date: _____

(ATTACHMENT A)

EXHIBIT A
to
Agreement with

City of Hoboken, NJ

This Exhibit is Effective August 18, 2010

COMPENSATION

PDA's compensation for the services provided pursuant to the Agreement shall be:

1. *Part D Notice Services.* For Part D Notice services and the Maintenance services as described in Sections 2.02 and 2.04 of the Agreement, the fee shall be an amount equal to the cost of postage and materials used to mail the notices annually to Medicare Eligible Individuals. PDA shall send an invoice to Plan Sponsor for the notice postage fees. Payment shall be due upon receipt of invoice.

2. *Drug Subsidy Services.*

a. Annual Base Fee. Five thousand dollars ($5,000). Waived.

b. Performance Bonus. If the Plan Sponsor receives a larger Medicare Drug Subsidy than the Prior Subsidy with respect to a Subsidy Application's Final Reconciliation that is completed after the Effective Date, the Plan Sponsor will pay PDA fifty percent (50%) of the increase in the Medicare Drug Subsidy over the Prior Subsidy. If there is no increase in the Medicare Drug Subsidy received by the Plan Sponsor, there shall be no Performance Bonus for that Subsidy Application.

The "Prior Subsidy" is determined by reference to the Medicare Drug Subsidy claimed on Final Reconciliation with respect to the last Subsidy Application filed immediately prior to the Effective Date increase by (5%) per year to take into account inflation in drug costs.

To illustrate how the Performance Bonus is calculated, assume that for Interim payments the Plan Sponsor received $200,000 and for the Final Reconciliation after the Effective Date of this agreement, that the Plan Sponsor will now have a total of $280,000.00 in Medicare Drug Subsidy, thereby an $80,000 increase. The Performance Bonus would be $40,000 (($280,000.00-$$200,000) x 50%).

GENERAL PROVISIONS

3. *Delinquent Accounts.* Accounts and invoices not paid by the later of the end of the month, or within 30 days of billing, are considered delinquent and are subject to a monthly service charge of 1.5 percent (1.5%) of the delinquent amount. Besides late fees and service charges, subsequent subsidy filings could be delayed at the sole discretion of PDA if accounts are beyond 30 days in arrears.

4. *Failure to Timely Comply with the RDS Program*. It is the duty and responsibility of the Plan Sponsor to be cognizant of the various due dates for the RDS Program (*e.g.*, Final Reconciliation) and the potential penalties for being late. If a deadline is missed due to Plan Sponsor or Authorized Representative negligence or tardiness, PDA shall not refund any paid service fees and will not accept any financial responsibility due to such negligence.

5. *Demands for Overpayment*. Upon Final Reconciliation, CMS may determine an overpayment for the relevant Plan Year was made to the Plan Sponsor and demand return of such overpayment. The Plan Sponsor shall be financially responsible for the return of any and all overpayments made by CMS.

ACKNOWLEDGMENT AND APPROVAL

The undersigned duly authorized officer of Plan Sponsor hereby acknowledges, understands, and agrees, on behalf of Plan Sponsor, to this Exhibit A, which shall, upon execution of the parties hereto, become an integral part of the Agreement for Part D Subsidy Services made by and between PDA and Plan Sponsor as currently in effect.

PART D ADVISORS, INC.

By: Linda Kanefis

Name: Linda Kanefis

Title: Exec Vice Pres

Date: 09/15/10

City of Hoboken, NJ, on behalf of itself and the City of Hoboken Health Care Plan.

By: Dawn Zimmer

Name: Dawn Zimmer

Title: Mayor

Date: 8/30/10

(ATTACHMENT A - Continued)

EXHIBIT B
to
Agreement with

City of Hoboken, NJ

ILLUSTRATIVE LIST OF INFORMATION REQUIRED FROM PHARMACY BENEFIT MANAGERS

(Non-Exhaustive)

CATEGORY	TYPE
Billing Transactions	Patient Gender Prescribe ID Qualifier Prescribe ID Patient Date of Birth Product ID National Drug Code Compound Code Quantity Dispensed Days Supply Fill Number Product Strength Dosage Form
Response Transactions	Date of Service Service Provider ID Prescription Number Ingredient Cost Paid Dispensing Fee Paid Sales Tax (if applicable) Patient Pay Amount Billing Pharmacy NPI
CMS Data Elements Identifiers	Contract Number Plan Benefit Package (PBP) ID Health Insurance Claim Number (HIC#)
Indicators	Drug Coverage Status Adjustment/Deletion Flag Out of Network Flag Catastrophic Coverage Flag Dispense as Written
Cost/Payment Fields	Gross Drug Cost Below Catastrophic Cap Gross Drug Cost Above Catastrophic Cap Low-Income Cost-Sharing Subsidy Amount (LICS) Secondary/Other Payer Amount Supplemental Cost Share Amount

(ATTACHMENT A – Continued)

EXHIBIT C
To
Agreement With
City of Hoboken, NJ

AUTHORIZATION AND REQUEST FOR RELEASE OF DOCUMENTS AND DATA

To: _____(data or document source)

The City of Hoboken, NJ (the "Plan Sponsor"), sponsor of City of Hoboken Health Care Plan (the "Plan") is a participant in the Medicare Retiree Drug Subsidy (RDS) program, administered by the Centers for Medicare for Medicaid Services (CMS) pursuant to the Medicare Modernization Act of 2003 and implementing regulations.

As part of the Plan Sponsor's participation in the RDS program, federal regulations (at 42 CFR Part 423.884(b)) ***require*** the Plan Sponsor to obtain, analyze and/or disclose to CMS various documents and information, including documents and information relating to (i) the individual participants and beneficiaries under the Plan, (ii) such individuals' premium contributions, including such amounts allocable to prescription drug benefits, and (iii) such individuals' utilization of prescription drugs benefits (together, the "Documents and Data").

Part D Advisors, Inc. ("PDA") has been retained by the Plan Sponsor to assist with the Plan Sponsor's participation in the RDS program. The Plan and PDA have entered into a Business Associate Agreement as required by the Health Insurance Portability and Accountability Act (HIPAA) in order to safeguard the confidentiality of protected health information and to prevent unauthorized access to such information.

This Authorization for Release of Information and Documents is the Plan Sponsor and Plan's formal request to you, _____(data or document source) to immediately provide all Plan-related documents and data (whether in written, electronic or other format) in your possession or control, as may be requested by PDA. Under PDA's written agreement with the Plan Sponsor and Plan, all documents and data received by PDA will be used solely for the purpose of assisting the Plan Sponsor with the RDS program. Your full and prompt cooperation in this important matter is requested.

You will soon be contacted by PDA with details of the types and nature of Documents and Data that PDA (or its designee) will need to receive on behalf of the Plan Sponsor. If you have any questions, please do not hesitate to contact Julie Bradley (Account Manager) or Andrew Madonna at 734-459-8940.

This Authorization may be revoked at any time by written notice from the Plan Sponsor, provided all obligations pursuant to Sections 5.03 and 5.04 of the Agreement are satisfied.

CITY OF HOBOKEN HEALTH CARE PLAN

Dawn Zimmer

By. Dawn Zimmer

Title. Mayor

Date. 8/30/10

(Exhibit C - Continued)

Instructions for Data and Document Authorization Form(s)

- Insert the name of the Plan Sponsor at the top and bottom of the form.
- Insert the name of the applicable vendor in both places outlined on the form (see next bullet).
- A separate form for each vendor will be needed to obtain information from the following sources (if applicable):
  - PBM
    - Obtain prescription drug claim data.
  - Pension Plan Administrator
    - Possible source of SSN for spouses (if not available in our claims system)
    - Possible source of active vs. retiree status
  - Payroll Administrator
    - Possible source of SSN for spouses
    - Possible source of Retiree Contribution information
- Insert the name of the group health plan.
- Insert PDA's contact name and telephone number (should be the PDA Account Manager)
- Have the client sign and print name of individual signing along with their title, and date.

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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 **$1,227.09**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Chase Home Finance Attn: Refund Dept. P.O. Box 961227 Ft. Worth, TX 76161-0227	169/8/C001G	711-13 WILLOW AVE	2/14	$1,227.09

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: Meeting: July 9, 2014

JUL 0 9 2014

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CITY CLERK

Approved as to Form:

_____

CORPORATION COUNSEL

_____

Sharon Curran

22

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular meetings of May 21, 2014** and **June 5, 2014** have been reviewed and approved by the Governing Body.

Approved as to form: _____

Meeting Date: July 9, 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	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

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CITY CLERK

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Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(b)(3) & (8) AND ATTORNEY CLIENT PRIVILEGE RELATING TO THE SETTLEMENT OF THE PENDING WORKERS COMPENSATION MATTER KNOWN AS WC000408538

WHEREAS, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(3) & (8), and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of worker's compensation litigation); and

WHEREAS, the City seeks to settle the worker's compensation matter known as **WC000408538**; and

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

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

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

MEETING: July 9, 2014

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 09 2014

CITY CLERK

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SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING KEITH KANDEL, ESQ. OF FLORIO KENNY SETTLEMENT AUTHORITY IN THE MATTER OF WORKER'S COMPENSATION LITIGATION (WC000408538) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH KANDEL TO MELLISSA LONGO IN A JULY 8, 2014 EMAIL

WHEREAS, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff (**WC000408538**); and,

WHEREAS, Keith Kandel, Esq. of Florio Kenny has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of a July 8, 2014 email from Keith Kandel to Mellissa Longo; and,

WHEREAS, after legal guidance from Mr. Kandel, the City Council finds his suggested monetary settlement amount to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Keith Kandel, Esq. of Florio Kenny is hereby authorized to settle the matter of the worker's compensation claim (**WC000408538**) in an amount up to the monetary amount suggested by Keith Kandel to Mellissa Longo by his July 8, 2014 email.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: July 9, 2014

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:
JUL 09 2014

CITY CLERK