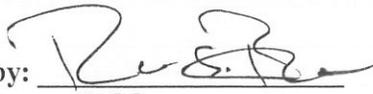


Introduced by: 

Seconded by: Mello

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

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

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

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

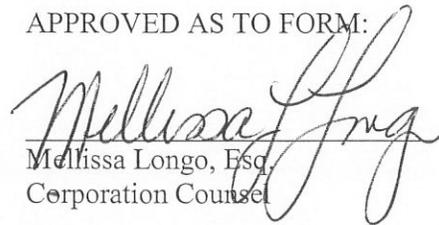
WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending legal matters of the type listed herein; and,

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

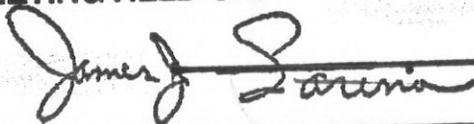
BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the discussions had therein will be made available to the public.

MEETING: September 2, 2015

APPROVED AS TO FORM:


Melissa Longo, Esq.
Corporation Counsel

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015**



CITY CLERK

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

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 WC-X46604

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 WC-X46604; 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: September 2, 2015

APPROVED AS TO FORM:

Melissa Longo
Melissa Longo, Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015

James J. Sarria

CITY CLERK

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION EXCUSING ELIZABETH MASON'S ABSENCES FROM THE COUNCIL MEETINGS OF THE GOVERNING BODY FOR A PERIOD OF EIGHT CONSECUTIVE WEEKS IN ACCORDANCE WITH N.J.S.A. 40A:16-3

WHEREAS, Elizabeth Mason was absent from the Council Meetings of the Governing Body for a period of eight consecutive weeks; and

WHEREAS, in accordance with N.J.S.A. 40A:16-3, this Council seeks to excuse Ms. Mason's absences.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken hereby excuses Elizabeth Mason's absences from the Council Meetings of the Governing Body, in accordance with N.J.S.A. 40A:16-3.

Meeting date: September 2, 2015

APPROVED:

[Signature: Quentin Wiest]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

[Signature: Mellissa L. Longo]
Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | ✓ | | | |
| Peter Cunningham | ✓ | | | |
| James Doyle | ✓ | | | |
| Jen Giattino | ✓ | | | |
| Elizabeth Mason | | | J | |
| David Mello | ✓ | | | |
| Tim Occhipinti | ✓ | | | |
| Michael Russo | ✓ | | | |
| Ravi Bhalla, Council President | ✓ | | | |

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

SEP 02 2015

[Signature: James J. Sorensen]
CITY CLERK

SPONSORED: David Mew
SECONDED: JF JF

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING CAPEHART & SCATCHARD SETTLEMENT AUTHORITY IN
THE MATTER OF WORKER'S COMPENSATION LITIGATION (WC-X46604) IN AN
AMOUNT UP TO THE AMOUNT SUGGESTED BY ERICKA STELZMAN TO MELLISSA
LONGO IN THE AUGUST 10, 2015 EMAIL

WHEREAS, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff (WC-X44604); and,

WHEREAS, CAPEHART & SCATCHARD 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 August 10, 2015 email from Ericka Stelzman to Mellissa Longo; and,

WHEREAS, after legal guidance from CAPEHART & SCATCHARD, the City Council finds their 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 CAPEHART & SCATCHARD is hereby authorized to settle the matter of the worker's compensation claim (WC-X46606) in an amount up to the monetary amount suggested by Ericka Stelzman to Mellissa Longo by the August 10, 2015 email.

Meeting date: September 2, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015

James J. Sorensen
CITY CLERK

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION APPROVES THE HOBOKEN COVE
BOATHOUSE DESIGN AND THE ACCOMPANYING MASTER
PLAN FOR THE COVE AND 1600 PARK, AND AUTHORIZES
ACTION BY THE ADMINISTRATION TO EFFECTUATE THE
PROJECT PURSUANT TO CHAPTER 56A OF THE HOBOKEN
CITY CODE**

WHEREAS, Chapter 56A of the Hoboken City Code requires public comment and council review and recommendation for any change in use of any City owned park; and,

WHEREAS, in accordance therewith, and after the public hearings which have already been held in accordance with the City Code, the Council seeks to recommend the City proceed with the Hoboken Cove Boathouse design (as shown in the attached design sketch).

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken hereby approves the Hoboken Cove Boathouse Design (as shown in the attached design sketches), as well as the accompanying (attached) Master Plan of the Cove and 1600 Park;

BE IT FURTHER RESOLVED, the Council authorizes the Administration to take action in accordance with this approval.

Meeting Date: September 2, 2015

Reviewed:

Quentin Wiest, Business Administrator

Approved as to form:

Melissa Longo, Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|-----------------------|-----|-----|-----------------|--------|
| Theresa Castellano | ✓ | | | |
| Peter Cunningham | ✓ | | | |
| James Doyle | ✓ | | | |
| Jen Giattino | ✓ | | | |
| Elizabeth Mason | ✓ | | | |
| David Mello | ✓ | | | |
| Tim Occhipinti | ✓ | | | |
| Michael Russo | ✓ | | | |
| President Ravi Bhalla | ✓ | | | |

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

SEP 02 2015

CITY CLERK

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: August 24, 2015

TO: Hoboken City Council

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

FROM: Brandy Forbes, Community Development Director *BF*

RE: 1600 Park and Hoboken Cove Master Plan and Cove Boathouse Plans

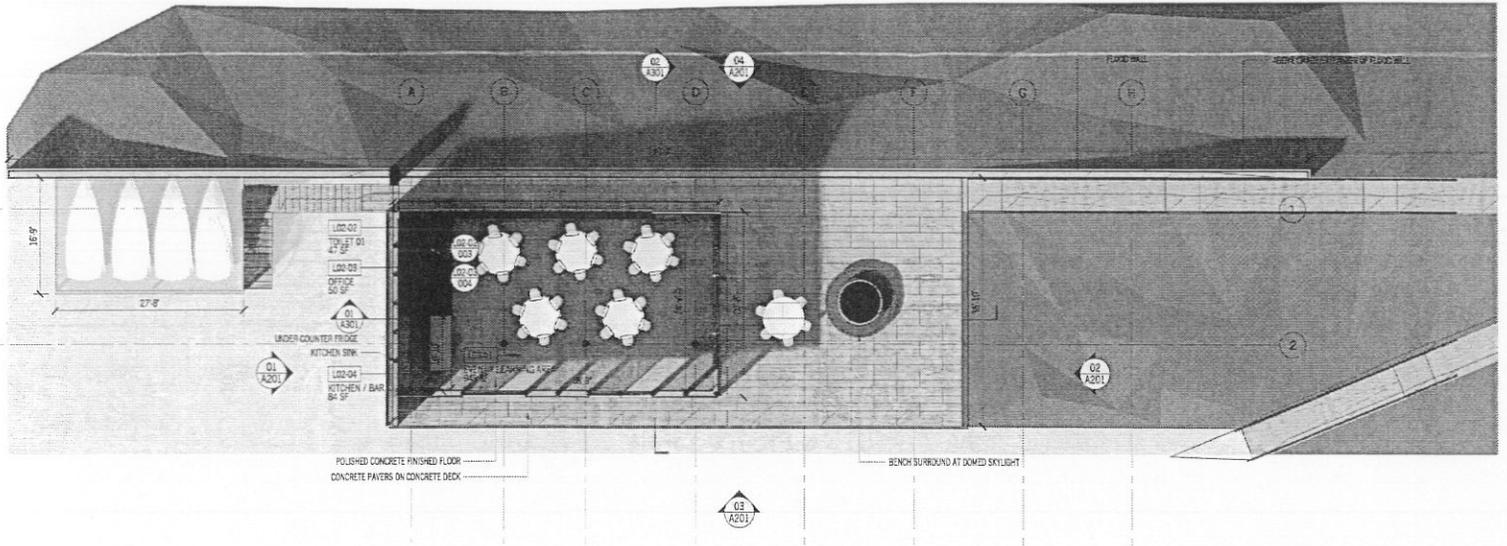
On the September 2, 2015 City Council agenda you will find a resolution for the approval of the designs for the Master Plan for 1600 Park and Hoboken Cove, the temporary Cove Boat House, and the permanent Cove Boat House. This is a requirement of Ordinance DR-363 regarding the public process of change in purpose or use of parkland. The public hearing was held on Wednesday, July 15, 2015 with the appropriate 30 day notice provided. The next step is for the City Council to adopt a resolution accepting those proposed changes in purpose or use.

The 1600 Park and Hoboken Cove Master Plan was completed in early 2012 and 1600 Park was built. Although through the Rebuild By Design process we will most probably reconsider the elevations and flood protection measures for this park, the location of the boathouse and the intent of passive uses are important as part of the master plan.

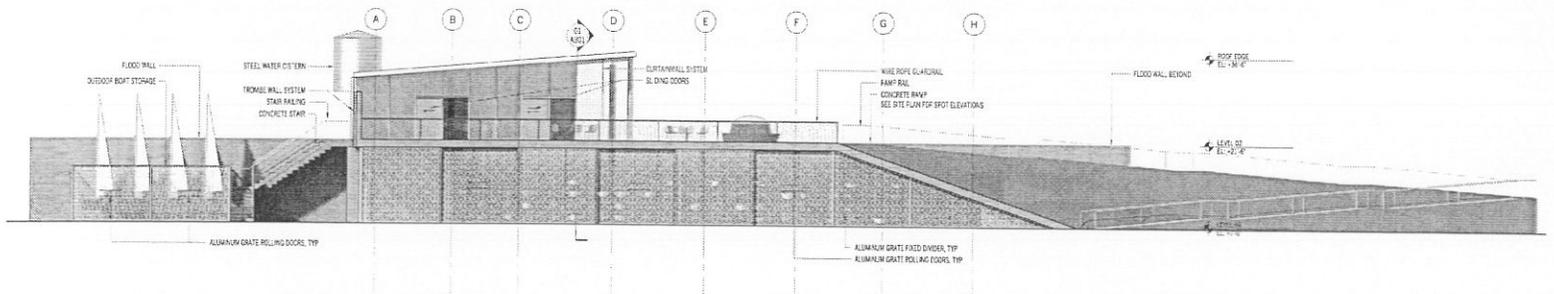
The Hoboken Cove Community Boathouse group received a Hudson County Open Space Trust Fund grant to design the boathouse at the Cove. The City became a co-grantee in December 2012 (post-Sandy) and determined that resiliency measures needed to be considered in the design of the boathouse. The design process for the boathouse, including stakeholder interviews, a survey, and multiple community meetings paralleled the Rebuild By Design competition and the City's consultant for the boathouse design Marvel Architects regularly coordinated their efforts to match the ideas constructed in the Rebuild By Design resist strategy. Thus, the permanent boathouse has resiliency built into the

design. The cost to construct is estimated at \$4.4 million (including the berm/sea wall features), so while the City is applying for various funding sources to construct, we have designed a temporary facility that will have minimal costs but allow for education of Rebuild By Design and the permanent boathouse, while also providing access for non-motorized boats to the Cove area.

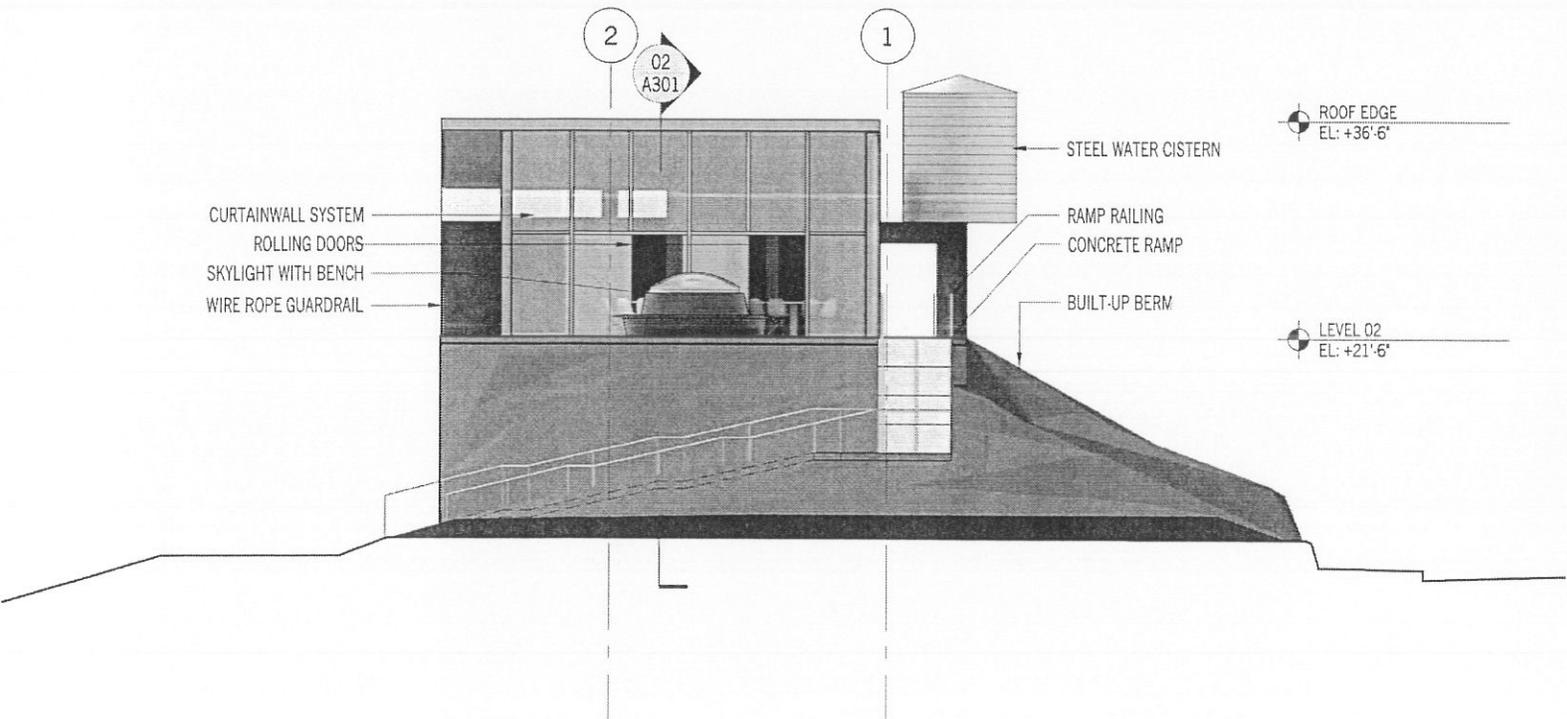
The drawings for these three designs (Master Plan, Temporary Cove Boathouse, Permanent Cove Boathouse) are attached to the resolution to be considered on September 2, 2015. If you have any questions regarding these plans or the process itself please feel free to forward them in advance of the meeting to Business Administrator Quentin Wiest so that we can be sure to address those inquiries at or before the meeting. Thank you.



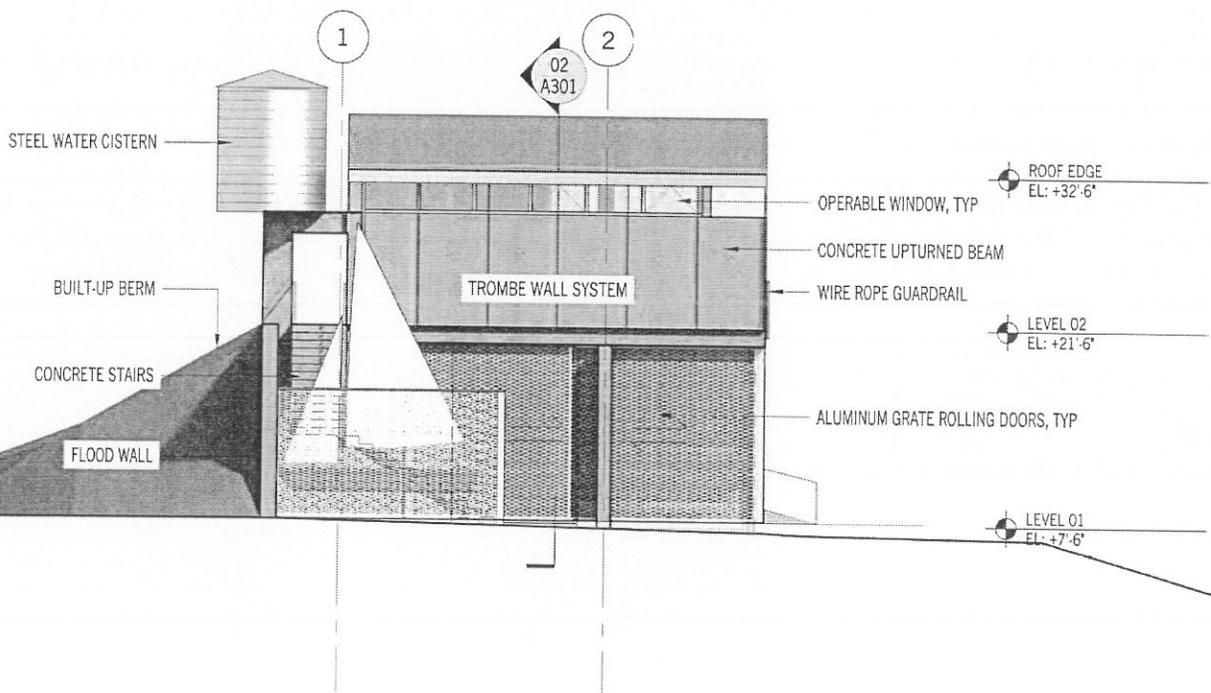
02 PLAN - LEVEL 02
1/8"=1'-0"



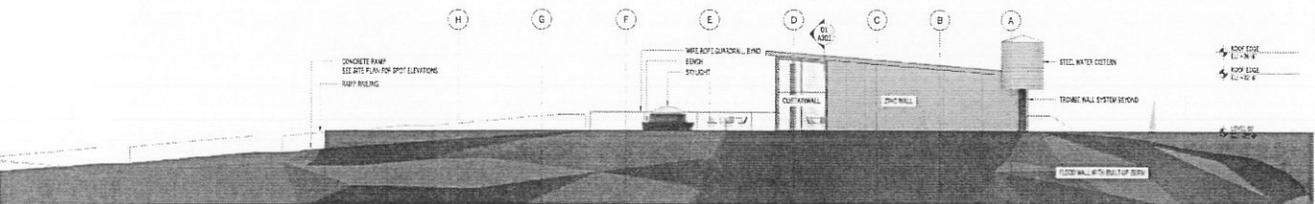
03 ELEVATION EAST
1/8"=1'-0"



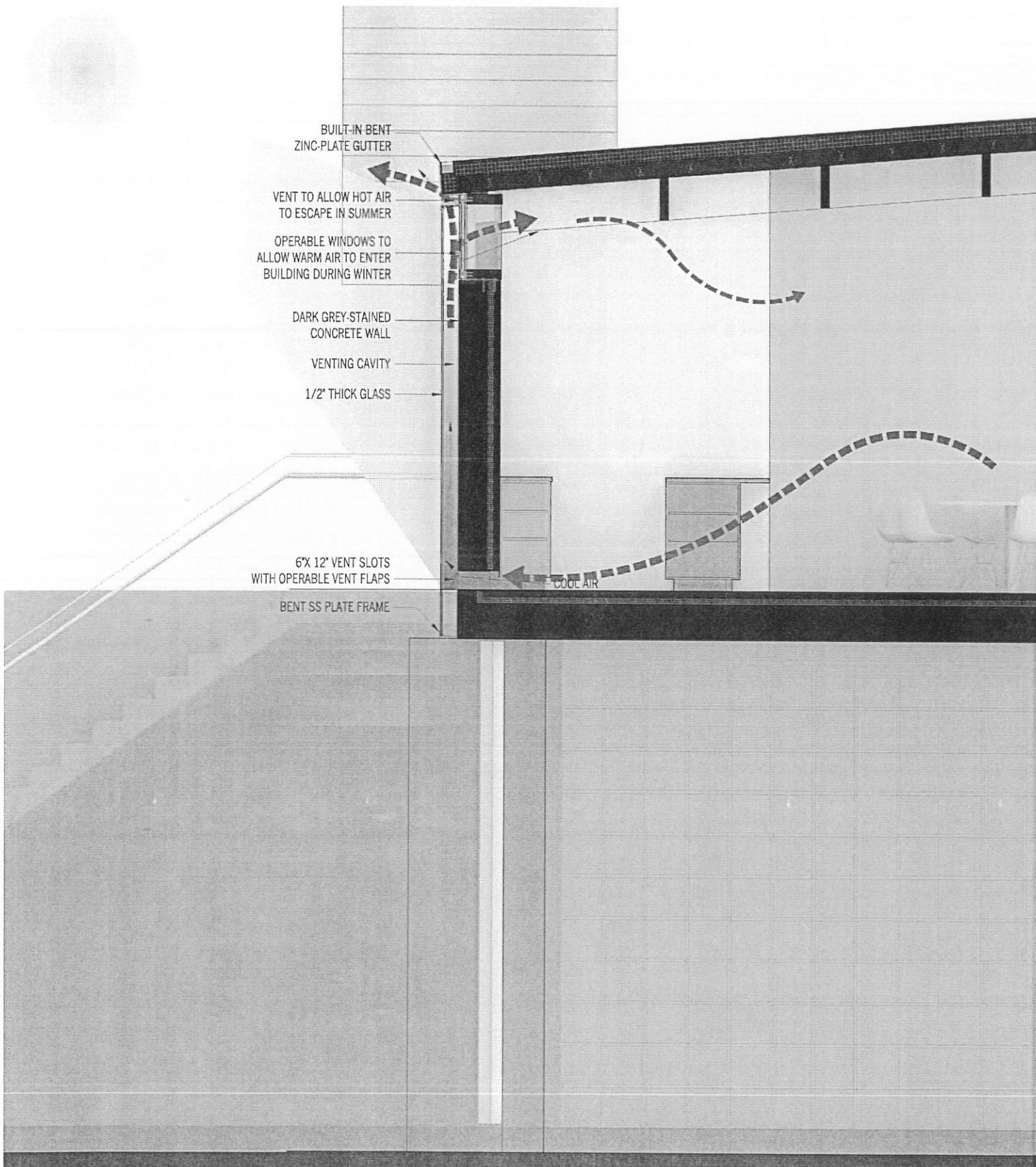
02 ELEVATION NORTH
 1/8"=1'-0"



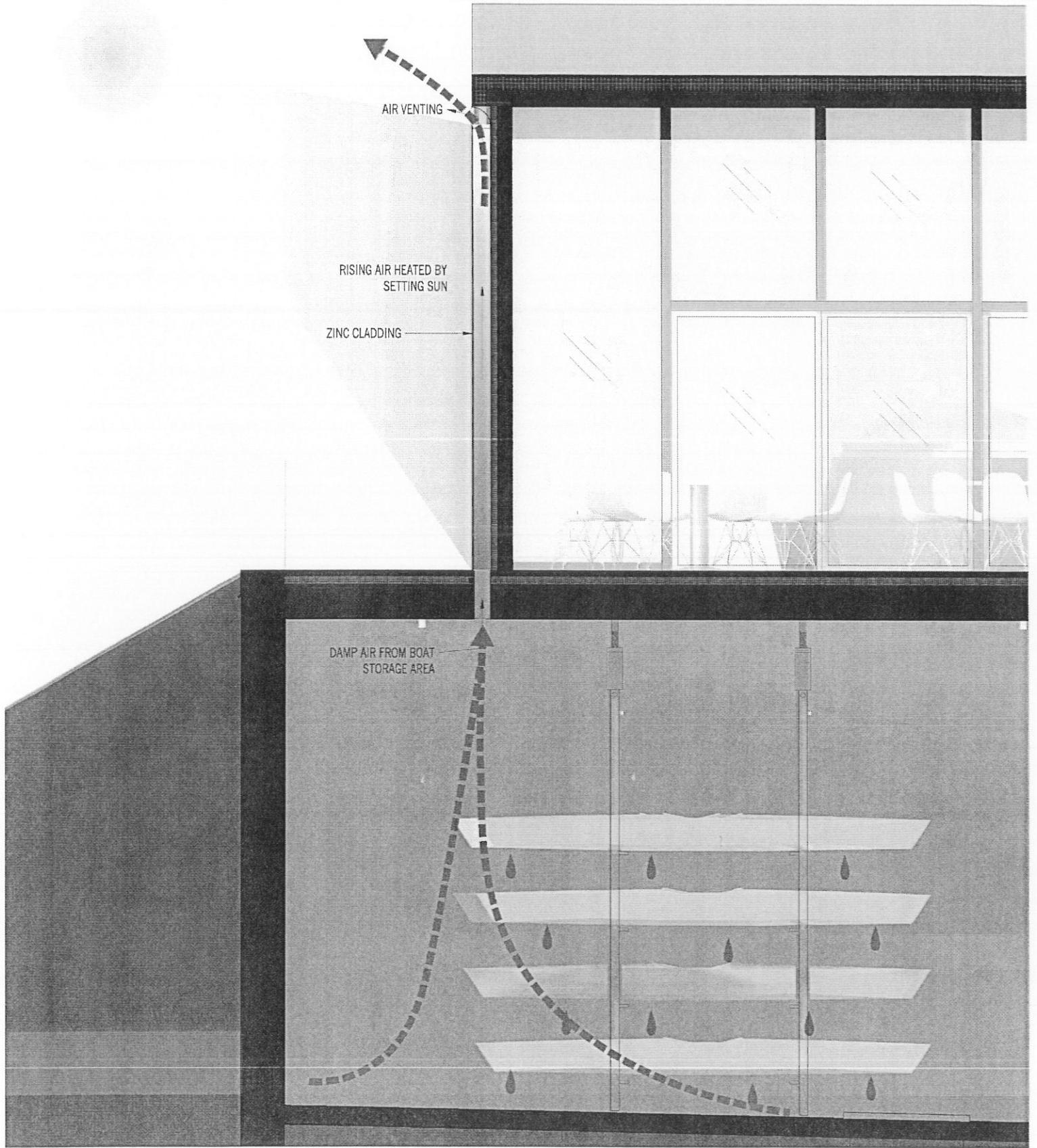
01 ELEVATION SOUTH
1/8"=1'-0"



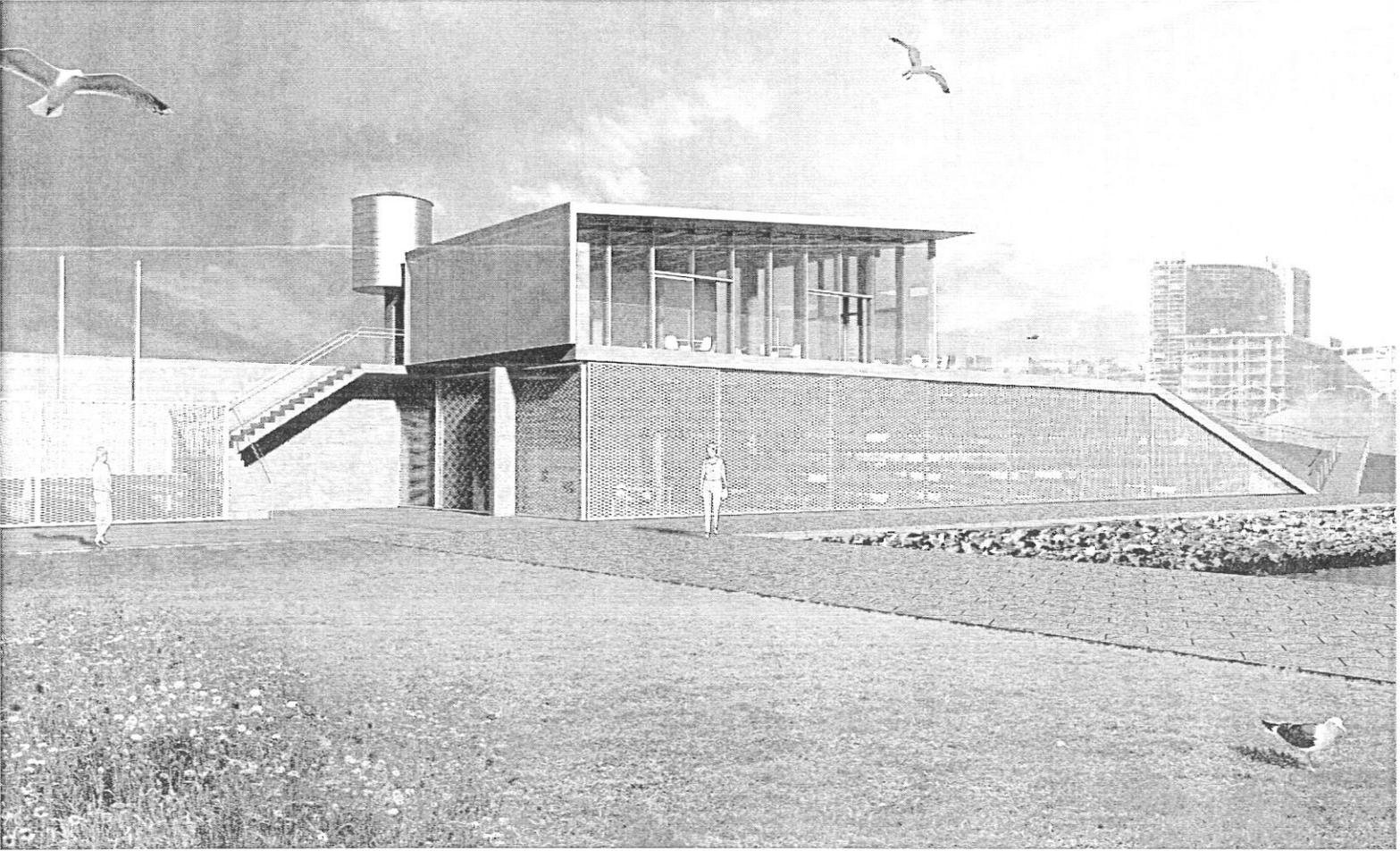
04 ELEVATION WEST
1/8"=1'-0"

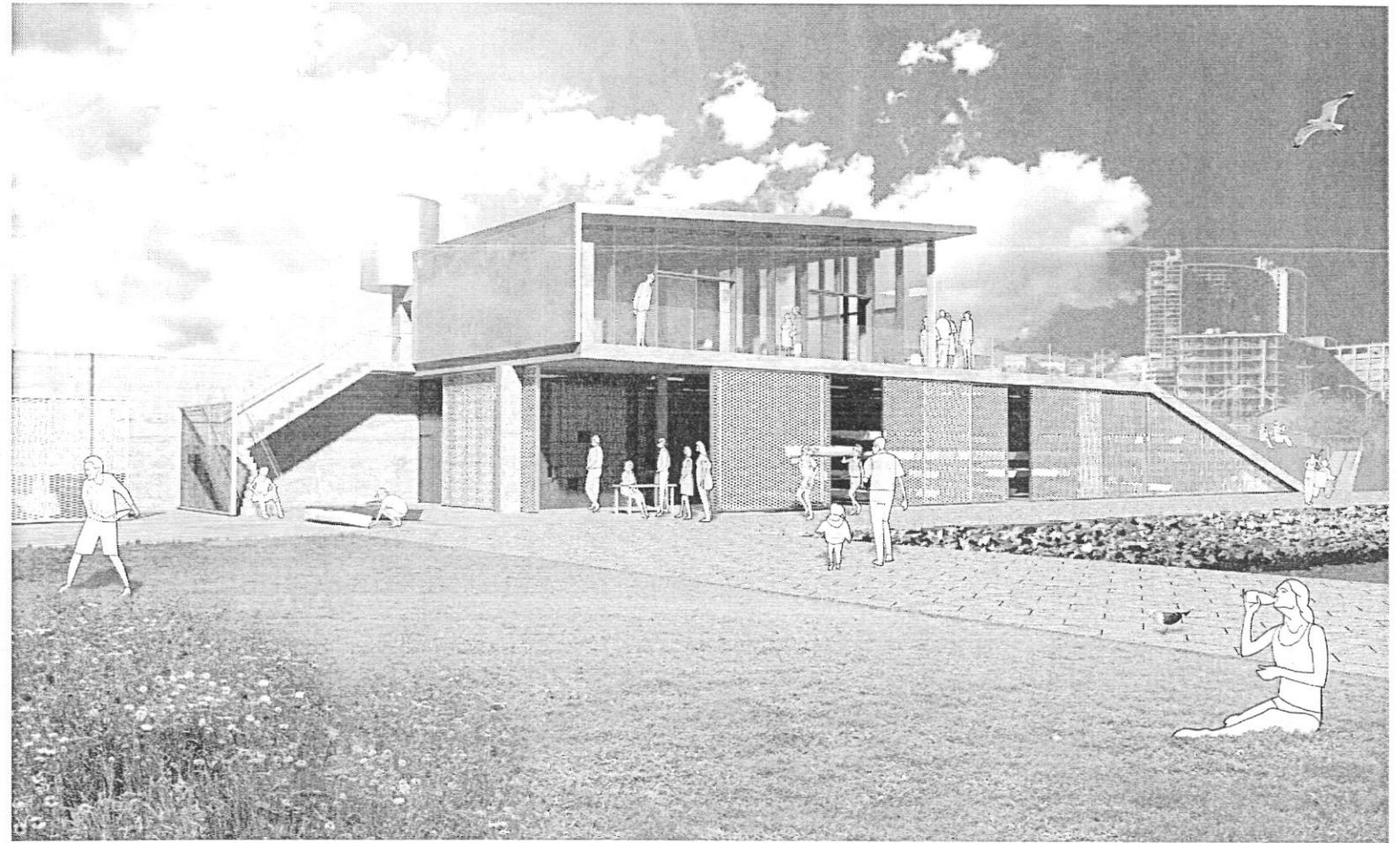


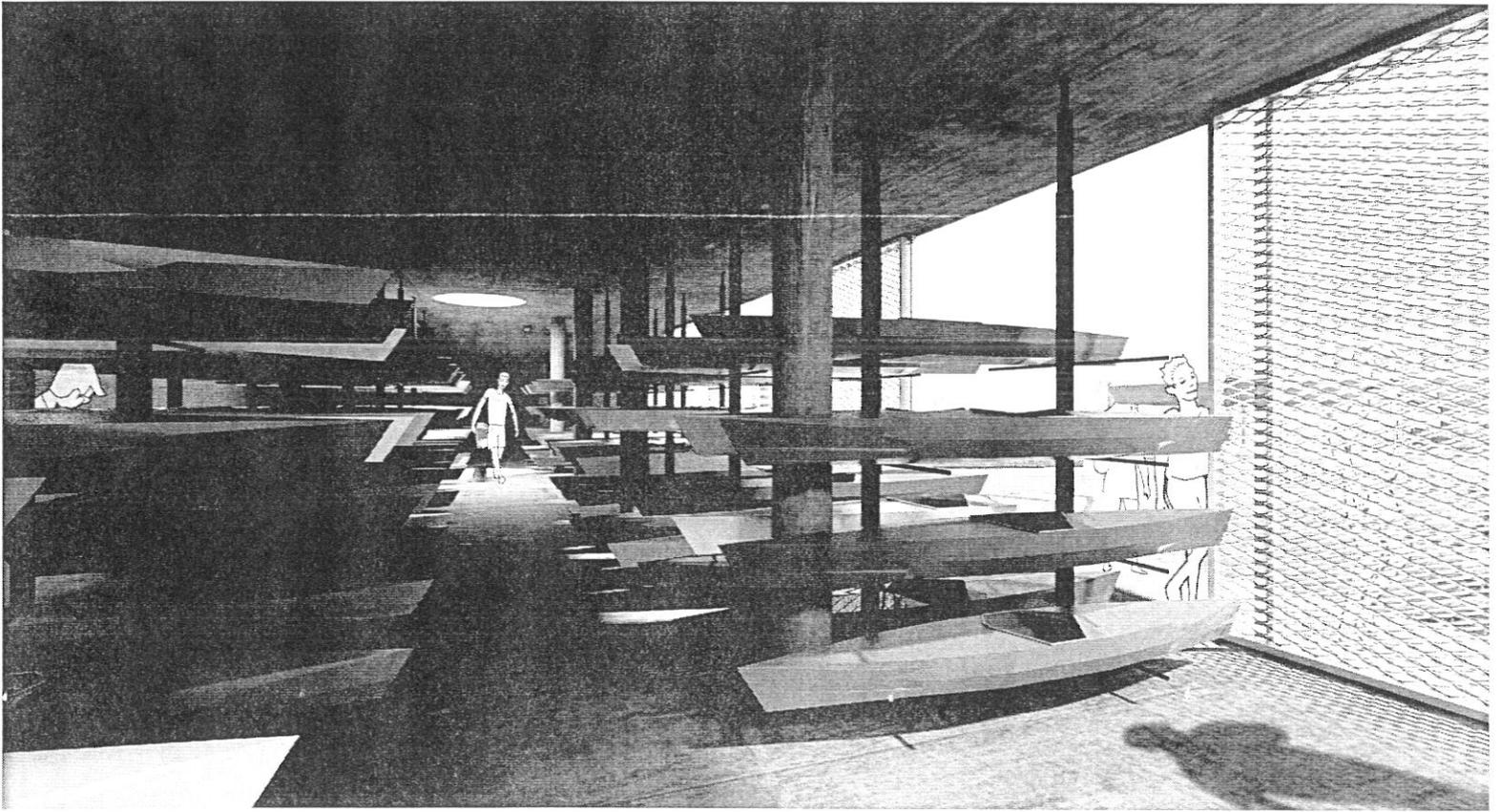
02 WALL SECTION - TROMBE WALL
 3/4"=1'-0"

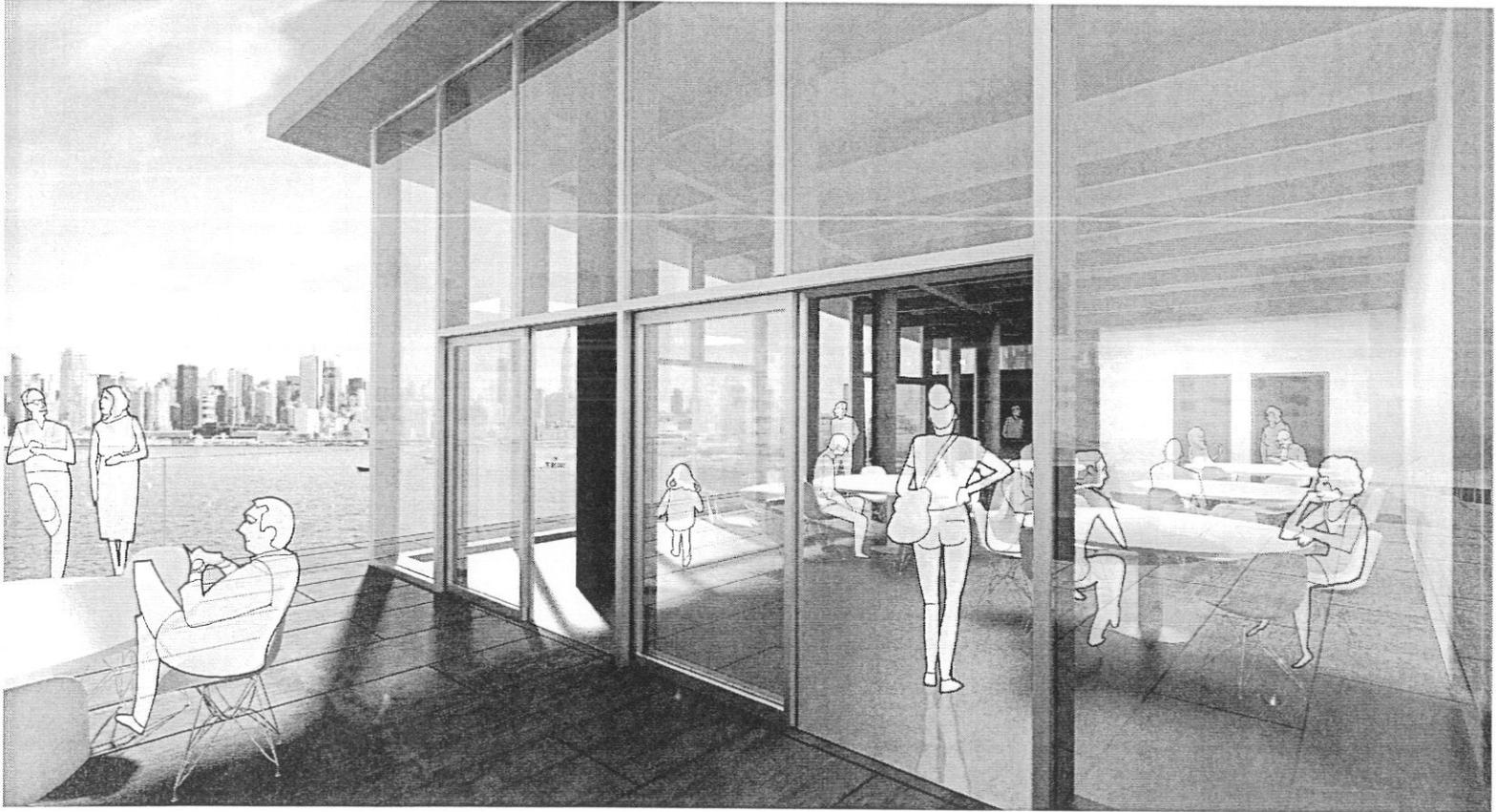


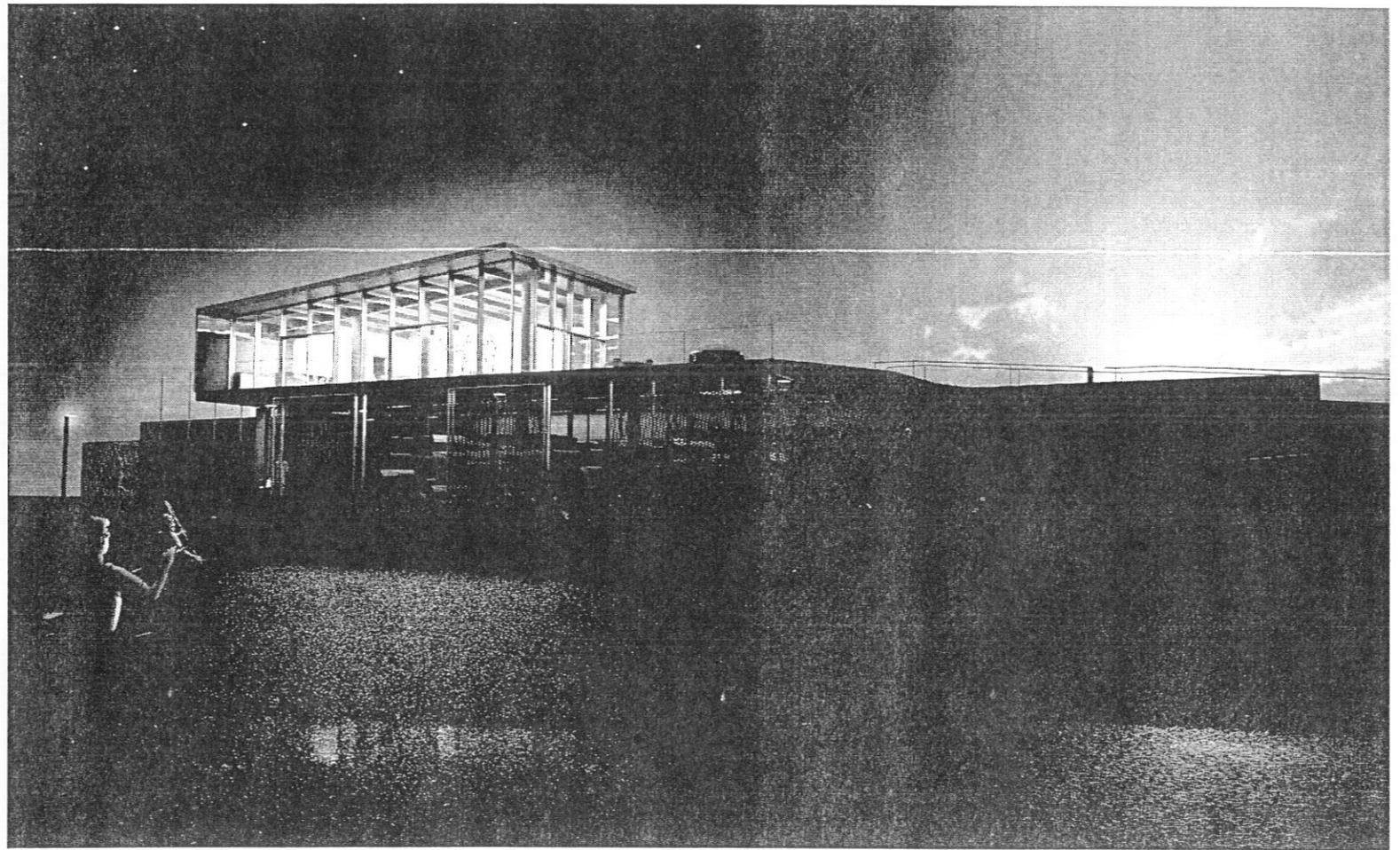
03 WALL SECTION - VENTING WALL
 3/4"=1'-0"











State of New Jersey
Hudson County

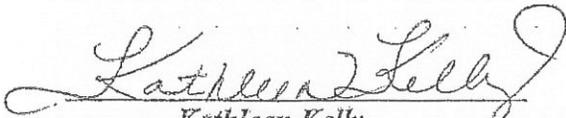
1147806

Kathleen Kelly, of full age and being
duly sworn according to law, on her
oath deposes and says that she is the
Accounting Clerk of:

THE JERSEY JOURNAL

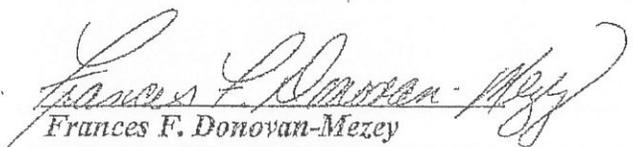
A newspaper published in Jersey City,
County and State aforesaid and that a
notice, a true copy of which is annexed,
was published in the said newspaper
on the following date(s):

6.2.2015


Kathleen Kelly

**PUBLIC NOTICE
CITY OF HOBOKEN,
HUDSON COUNTY, NJ**
The City of Hoboken will hold one (1) public
meeting to discuss the placement of a Temporary
Community Boat House and an anticipated
Permanent Community Boat House, both of
the Hoboken Cove and the already existing
Park Master Plan for 1600 Park and Hoboken
Cove. Members of the public are invited to
attend the meeting to discuss a temporary
pavilion for the future Resilience Center and
Community Boat House, as well as input on the
future anticipated permanent structure and
their relation to the Master Plan.
The proposed temporary structure would be
one (1) standard 20' x 8' x 8.5' shipping container
fitted with racks for 12 kayaks and
space for paddles and life vests. The pro-
posed permanent structure would be a two
(2)-story building capable of storing up to
(60) family kayaks.
The meeting details are as follows:
Date: Wednesday, July 15, 2015
Location: Multi-Service Center, 124 Grand
Street, Hoboken, NJ 07030
Time: 8:30 PM - 9:00 PM
If you cannot attend this meeting as an
attendee, please submit your written com-
ments directly to the Director of Community
Development, Brandy Forbes via mail at 94
Washington Street, Hoboken, NJ 07030.
06/02/15 2/21/15

Sworn to and subscribed before me
this 10th day of June, 2015


Frances F. Donovan-Mezey
Notary Public of New Jersey

FRANCES F. DONOVAN-MEZEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 25, 2019



**PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, NJ**

The City of Hoboken will hold one (1) public hearing to discuss the placement of a Temporary Community Boathouse and an anticipated Permanent Community Boathouse, both at the Hoboken Cove, and the already existing Park Master Plan for 1600 Park and Hoboken Cove. Members of the public are invited to attend the meeting to discuss a temporary pavilion for the future resilience center and community boathouse, as well as input on the future anticipated permanent structure and their relation to the master plan.

The proposed temporary structure would be one (1) standard 20' x 8' x 8.5' shipping container fitted with racks for 12 kayaks and space for paddles and life vests. The proposed permanent structure would be a two (2) story building capable of storing up to (80) eighty kayaks.

The meeting details are as follows:

Date: Wednesday, July 15, 2015

Location: Multi-Service Center, 124 Grand Street, Hoboken, NJ 07030

Time: 6:30 PM – 8:00 PM

If you cannot attend this meeting, as an alternative, please submit your written comments directly to the Director of Community Development, Brandy Forbes via mail at 94 Washington Street, Hoboken, NJ 07030.

Hoboken Cove Boat House Meetings

July 15, 2015

| <u>Name</u> | <u>Appellation</u> | <u>Email / Contact</u> |
|------------------|--------------------|-----------------------------|
| R. ALIKIAN | 1500 Garden | STARTTHEUP1@GMAIL |
| ALAN WELNER | 53 First St. | elw@noro@gmail |
| Stas Mamonov | 1500 Hudson | stas@mintwright.com |
| Ti Flavia Fisher | 1500 Hudson | tiflaviafisher@hotmail |
| CARTER CRAFT | 608 GARDEN | CARTER@OUTSIDEINNEWYORK.NET |

COVE RESILIENCY CENTER



Temporary pavillion for the future resilience center and community boathouse.

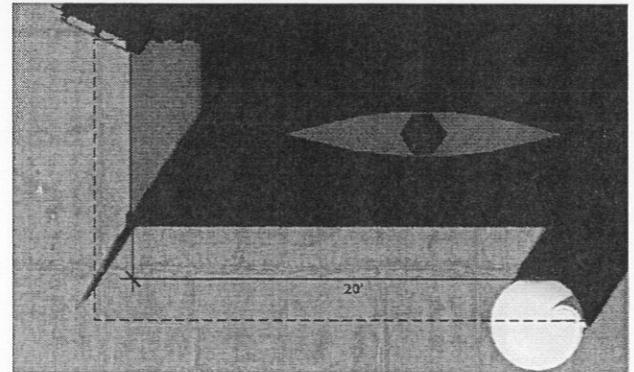
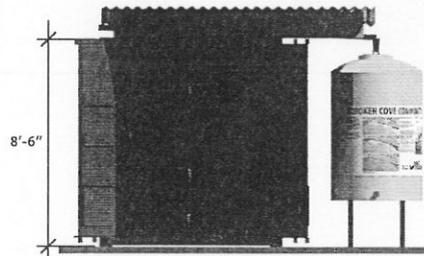
One standard 20' x 8' x 8.5' shipping container, fitted with racks for 12 kayaks and space for paddles and life vests. (A 40' container could fit 20 kayaks).

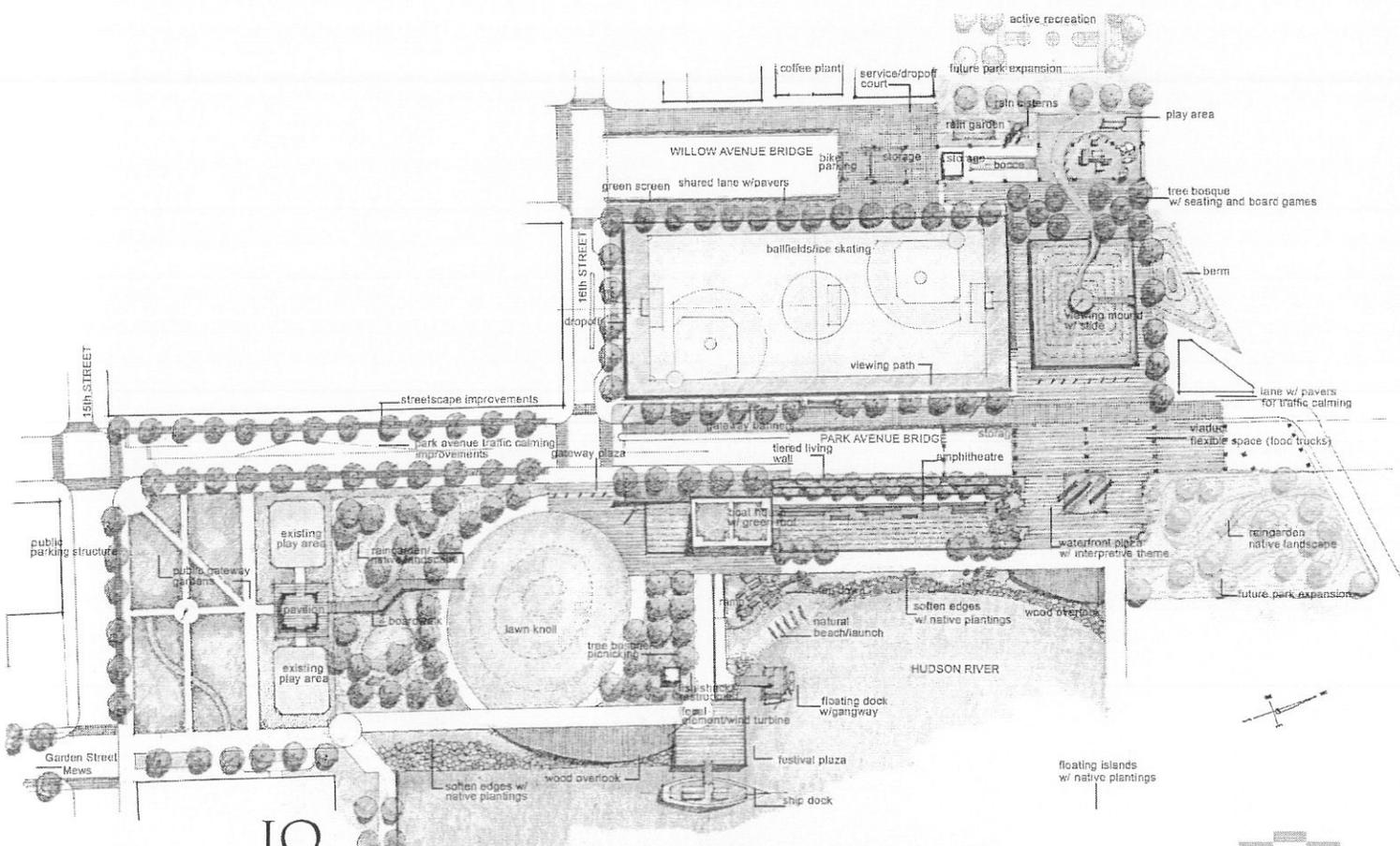
A tilted bright corrugated metal roof is held and slightly tilted by wood beams, cantilevering out 4' to provide some shade.

Water harvested on the roof will flow into a 500 gallon cistern, to be used for rinsing kayaks.

The east facade to be adorned with a 12'x6' board detailing the future project.

PV panels could power night-time lighting.





IQ
 Imbiano - Quigley
 Landscape Architecture, P.C.

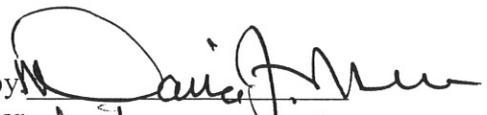
Master Plan for 1600 Park and Hoboken Cove



Scale: 1" = 30'-0"

January 23, 2012

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: **SEP 02 2015**

Introduced by: 
 Seconded by: 

 _____
 CITY OF HOBOKEN
 RESOLUTION NO. _____
 CITY CLERK

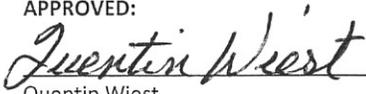
RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE CONTRACTING PROCESS FOR THE CITY'S HPU PARKING PERMITTING SOFTWARE AND MAINTENANCE SERVICES, FOR UP TO FIVE (5) YEARS BASED ON THE PROPRIETARY GOODS PURCHASE EXEMPTION TO BIDDING UNDER N.J.A.C. 5:34-9.1

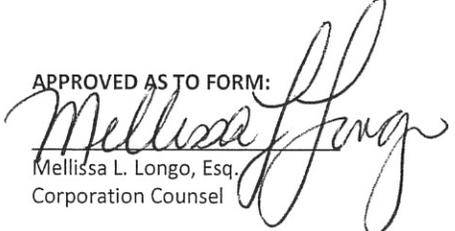
WHEREAS, the City of Hoboken seeks to contract for an HPU Permitting Software and Maintenance Service provider, in accordance with the proprietary software exemption to bidding, and in accordance with competitive contracting laws, for up to five (5) years; and,

WHEREAS, pursuant to N.J.A.C. 5:34-9.1, the purchase is of proprietary goods and services because, "these goods and services are proprietary for specific brand/company. There are several brands available; however, the equipment and software will not work if there is any attempt to mix and/or match the different brands and/or companys' software together. Once the initial software is purchased from the successful vendor, any additional software and equipment must be supplied by the same brand/company, otherwise the functionality and the performance of the entire system will greatly undermined, and may become completely unusable:", pursuant to the Certification of the Purchasing Agent, attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A11-4.1, shall be authorized in lieu of public bidding for this procurement, in accordance with N.J.A.C. 5:34-9.1, and may be initiated by the Purchasing Agent/Business Administrator for the purpose of contracting an HPU Permitting Software and Maintenance Service provider for the City for a period up to five (5) years.

Meeting date: September 2, 2015

APPROVED:

 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

 Mellissa L. Longo, Esq.
 Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 27, 2015

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

From: AL B. Dineros

Subject: DETERMINATION OF SPECIALIZED (PROPRIETARY) GOODS AND SERVICES

Contract For: HPU Parking Permitting Software and Maintenance Services

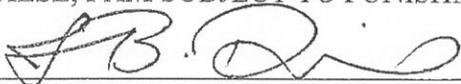
CERTIFICATION

In accordance with N.J.A.C. 5:34-9.1 I hereby certify that the goods and services mentioned above, for which the City seeks to initiate a contract, fall under the category and definition of "proprietary goods and services".

I hereby certify that these goods and services are proprietary for specific brand/company. There are several brands available; however, the equipment and software will not work if there is any attempt to mix and/or match the different brands and/or company's' software together. Once the initial software is purchased from the successful vendor, any additional software and equipment must be supplied by the same brand/company, otherwise the functionality and the performance of the entire system will greatly undermined, and may become completely unusable.

I CERTIFY THAT THE ABOVE STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

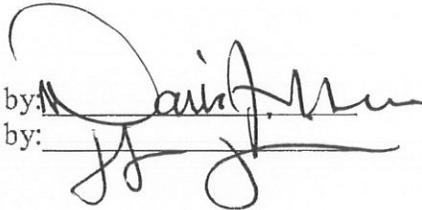
By


AL B. Dineros, QPA, City of Hoboken

Certified Date: _____

8/27/2015

Introduced by: _____
Seconded by: _____



CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO HOBOKEN BOARD OF
EDUCATION TO PURCHASE TWO (2) USED SCHOOL BUSES FOR
THE CITY OF HOBOKEN IN THE TOTAL NOT TO EXCEED AMOUNT
OF \$11,504.00**

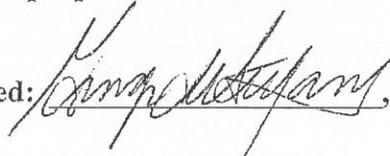
WHEREAS, N.J.S.A. 40A:11-5 (2) permits municipalities to award public contracts without public bidding when the vendor is another New Jersey State board or agency and,

WHEREAS, the City requires these school buses for recreation transportation; and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the goods; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$11,504.00 is available in the following appropriations: 501-55-901-014 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed organization is a State agency, and is therefore authorized to provide the goods described herein, for a total not to exceed amount of Eleven Thousand Five Hundred Four Dollars (\$11,504.00), as follows:

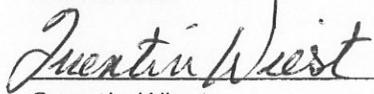
1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon

the following information:

Hoboken Board of Education
Hoboken, NJ 07030

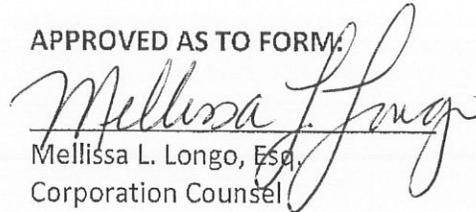
Meeting date: September 2, 2015

APPROVED:



Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

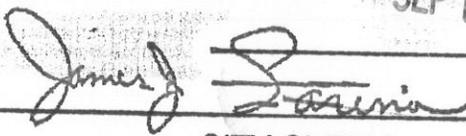


Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|-----------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | ✓ | | | |
| Peter Cunningham | ✓ | | | |
| James Doyle | ✓ | | | |
| Jen Giattino | ✓ | | | |
| Elizabeth Mason | ✓ | | | |
| David Mello | ✓ | | | |
| Tim Occhipinti | ✓ | | | |
| Michael Russo | ✓ | | | |
| Ravi Bhalla, Council President | ✓ | | | |

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

SEP 02 2015



CITY CLERK

September 1, 2015
03:34 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/01/15 Batch Type: Standard

| Account No. Account Description | Type | Entry Description | Amount | Seq |
|---|-------------|--------------------------------|-----------|-----|
| 5-01-55-901-014 2012 SPECIAL EMERGENCY HURRICANE SANDY | Encumbrance | CFO Cert meeting, Sept 2, 2015 | 11,504.00 | 1 |

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| CURRENT FUND | 5-01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,504.00 |
| Total Of All Funds: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,504.00 |

| | Entries | Amount |
|-----------------|---------|-----------|
| Expenditures: | 0 | 0.00 |
| Reimbursements: | 0 | 0.00 |
| Transfer In: | 0 | 0.00 |
| Transfer Out: | 0 | 0.00 |
| Cancel: | 0 | 0.00 |
| Encumbrance: | 1 | 11,504.00 |
| Total: | 1 | 11,504.00 |

There are NO errors in this listing.

| | Updated Entries | Updated Amount | | |
|-----------------|-----------------|----------------|--|--|
| Reimbursements: | 0 | 0.00 | | |
| Expenditures: | 0 | 0.00 | | |
| Transfer In: | 0 | 0.00 | | |
| Transfer Out: | 0 | 0.00 | | |
| Cancel: | 0 | 0.00 | | |
| Encumbrances: | 1 | 11,504.00 | | |

Batch: GDS Updated Entries: 1 Updated Amount: 11,504.00 Ref Num: 3673

HOBOKEN BOARD OF EDUCATION

| <u>Bus #</u> | <u>Year</u> | <u>Vin Number</u> | <u>Plate #</u> | <u>Make/Model</u> | <u>Mileage #</u> |
|--------------|-------------|-------------------|----------------|-------------------|------------------|
|--------------|-------------|-------------------|----------------|-------------------|------------------|

Vehicles to be sold:

| | | | | | | |
|-----|----|------|-------------------|---------|-------------------------|---------|
| 1. | 22 | 2003 | 1GBHG31F121201619 | 385YS2 | Chevy/Express | 216936 |
| 2. | 23 | 2003 | 1GBHG31F821203691 | 386YS2 | Chevy/Express | 149717 |
| 3. | 24 | 2003 | 1GBJG31F421212650 | S1H887 | Chevy/Express | 138657 |
| 4. | 25 | 2005 | 1GBJG31U651105313 | S1M398 | Chevy/Express | 121022 |
| 5. | 19 | 1996 | 1GBHG31Y4TF113010 | | Chevy/Bus (NON Working) | |
| 6. | 28 | 2007 | 1FMNE11W070B40628 | 727VS2 | Ford/Econ-Wagon | 1313830 |
| 7. | 29 | 2007 | 1FMNE11W27DB40629 | 728VS2 | Ford/Econ-Wagon | 1262458 |
| 8. | 30 | 2008 | 1GNDV23W58D185026 | S2B896 | Chevy/Uplander | 114305 |
| 9. | 31 | 2008 | 1GNDV23W48D183901 | S2B898 | Chevy/Uplander | 113567 |
| 10. | 32 | 2008 | 1GNDV23W88D183965 | S2B897 | Chevy/Uplander | 108802 |
| 11. | 21 | 2000 | 1GBJG31F5Y201942 | MG94199 | Chevy/Collins | 97317 |

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 27, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: **Resolution to Award a Contract to Purchase two (2) Used School Bus
from Hoboken BOE**

Department of Human Services needs to purchase two (2) used school busses for student transportation.

N.J.S.A. 40A:11-5 (2) permits municipalities to award public contracts without public bidding when the vendor is another New Jersey State county or municipality or any board, body, or agency.

I recommend awarding the contract to the Hoboken Board of Education not to exceed \$11,504.00.

Introduced by: _____
Seconded by: _____



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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH FLORIO KENNY AS
SPECIAL LEGAL COUNSEL- CY2015 GENERAL LITIGATION TO THE CITY OF HOBOKEN TO EXPIRE
DECEMBER 31, 2015 WITH A NOT TO EXCEED AMOUNT OF \$7,500.00**

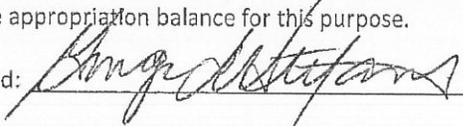
WHEREAS, service to the City as Special Counsel –General Litigation is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel – General Litigation in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Florio Kenny responded to; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$7,500.00 is available in the following appropriations: 5-01-20-156-020 and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed:  George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with Florio Kenny to represent the City as Special Legal Counsel- CY2015 General Litigation be awarded, for a term to expire December 31, 2015, with a not to exceed amount of Seven Thousand Five Hundred Dollars (\$7,500.00); and,

BE IT FURTHER RESOLVED, the contract shall include the following term: Florio Kenny shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, except where those charges are for workers compensation matters, in which case the maximum hourly rate for attorneys shall be \$135.00/hour. These are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover outstanding litigation only, and this contract shall not be for a sum certain but rather, a retainer, the level of representation in the matters shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

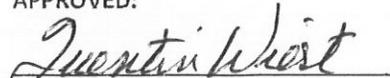
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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,

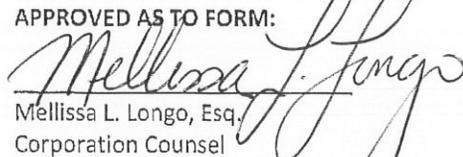
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: September 2, 2015

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Melissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

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

SEP 02 2015


CITY CLERK

Batch Id: GDS Batch Date: 09/01/15 Batch Type: Standard

| Account No. Account Description | Type | Entry Description | Amount | Seq |
|--|-------------|-----------------------------------|----------|-----|
| 5-01-20-156-020 SPECIAL COUNSEL O/E | Encumbrance | CFO Cert for meeting Sept 2, 2015 | 7,500.00 | 1 |

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| CURRENT FUND | 5-01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,500.00 |
| Total of All Funds: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,500.00 |

| | Entries | Amount |
|-----------------|---------|----------|
| Expenditures: | 0 | 0.00 |
| Reimbursements: | 0 | 0.00 |
| Transfer In: | 0 | 0.00 |
| Transfer Out: | 0 | 0.00 |
| Cancel: | 0 | 0.00 |
| Encumbrance: | 1 | 7,500.00 |
| Total: | 1 | 7,500.00 |

There are NO errors in this listing.

| | Updated Entries | Updated Amount |
|-----------------|-----------------|----------------|
| Reimbursements: | 0 | 0.00 |
| Expenditures: | 0 | 0.00 |
| Transfer In: | 0 | 0.00 |
| Transfer Out: | 0 | 0.00 |
| Cancel: | 0 | 0.00 |
| Encumbrances: | 1 | 7,500.00 |

Batch: GDS Updated Entries: 1 Updated Amount: 7,500.00 Ref Num: 3669

Introduced by:
Seconded by:



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

**RESOLUTION TO AUTHORIZE AN AMENDMENT OF THE PROFESSIONAL SERVICE CONTRACT
WITH LITE DEPALMA FOR SERVICES AS SPECIAL COUNSEL - EMPLOYMENT COUNSEL TO THE
CITY OF HOBOKEN TO EXTEND THE EXPIRATION OF THE TERM FROM JULY 15, 2015 TO
DECEMBER 31, 2015 WITH NO INCREASE OF FUNDS, FOR A TOTAL NOT TO EXCEED AMOUNT OF
\$45,000.00**

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

WHEREAS, the City of Hoboken, in accordance with the Fair and Open Process, previously contracted for employment counsel with Lite DePalma, and here seeks to amend the contract to extend the expiration of the term from July 15, 2015 to December 31, 2015, but with no change in the not to exceed amount (there is currently \$25,857.38 remaining in the current not to exceed amount of \$45,000.00 as of 8/12/2015); and,

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

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

NOW THEREFORE, BE IT RESOLVED, that the contract with Lite DePalma for services as Special Counsel - Employment Counsel to the City shall be hereinafter amended to extend the expiration of the term from July 15, 2015 to December 31, 2015, but with no change in the not to exceed amount, which shall continue to be for a total not to exceed amount of \$45,000.00 (there is \$25,857.38 remaining appropriated from the current NTE amount of \$45,000.00 as of 8/12/2015); and,

BE IT FURTHER RESOLVED, the contract shall include the following term: Lite DePalma Employment Counsel shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover outstanding litigation only, and this contract shall not be for a sum certain but rather, a retainer, the level of representation in the matters shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

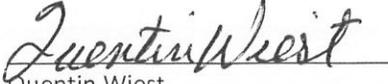
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED there shall be no certification of funds; and,

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

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

Reviewed:


Quentin Wiest
Business Administrator

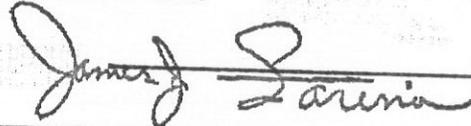
Approved as to Form:


Melissa Longo, Esq.
Corporation Counsel

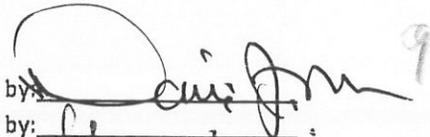
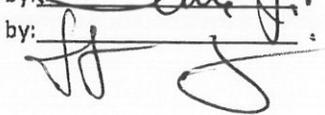
Meeting Date: September 2, 2015

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015



CITY CLERK

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

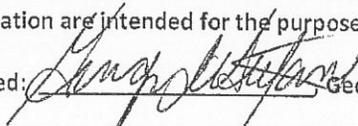
RESOLUTION RETROACTIVELY CONFIRMING THE CITY OF HOBOKEN'S SUPPORT OF THE HOBOKEN VOLUNTEER AMBULANCE CORPS BY VIRTUE OF THE SECOND HALF OF THE YEAR EXPENSES, Q3 AND Q4, AT \$20,000.00, PLUS THE COSTS OF THE ANNUAL INSURANCE PREMIUMS OF HVAC, FROM 7/2015 THROUGH 7/2016, AT \$216,249.98, FOR A TOTAL CONTRIBUTION OF TWO HUNDRED THIRTY SIX THOUSAND TWO HUNDRED FORTY NINE DOLLARS AND NINETY EIGHT CENTS (\$236,249.98)

WHEREAS, the City Council desires to continue to support the Hoboken Volunteer Ambulance Corps (the "HVAC") for the second half of CY2015 (Q3 & Q4), as well as by covering its annual insurance premium payment from 7/2015 through 7/2016; and

WHEREAS, the City has the financial ability to make payment for the second six (6) months of CY2015 plus the annual insurance premiums for the organization, and, therefore, consents to providing TWO HUNDRED THIRTY SIX THOUSAND TWO HUNDRED FORTY NINE DOLLARS AND NINETY EIGHT CENTS (\$236,249.98) to HVAC; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriation 5-01-30-400-010 in the CY2015 budget, and \$216,249.98 is available in the following appropriation 5-01-30-400-010 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

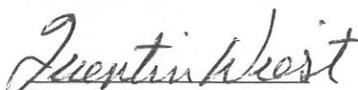
Signed:  George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the TWO HUNDRED THIRTY SIX THOUSAND TWO HUNDRED FORTY NINE DOLLARS AND NINETY EIGHT CENTS (\$236,249.98), as a contribution for the organization's CY2015 Q3 and Q4 operating expenses (\$20,000.00) and the organization's annual insurance premiums from 7/2015 through 7/2016 (\$216,249.98), is retroactively approved for disbursement to the Hoboken Volunteer Ambulance Corps at this time, and a warrant shall heretofore which was drawn against the City Treasury in the name of Hoboken Volunteer Ambulance Corps is hereby retroactively authorized and confirmed by way of this resolution.

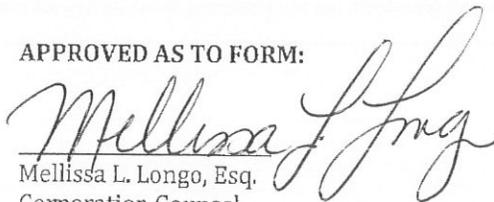
BE IT FURTHER RESOLVED, this resolution shall take effect immediately upon passage.

Meeting date: September 2, 2015

APPROVED:


Quentin Wiest
Business Administrator

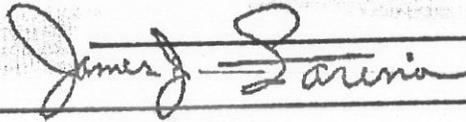
APPROVED AS TO FORM:


Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain | No Vote |
|--------------------|-----|-----|---------|---------|
| Theresa Castellano | / | | | |

| | | | | |
|------------------------|---|--|--|--|
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, President | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015



CITY CLERK

September 1, 2015
02:30 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/01/15 Batch Type: Standard

| Account No. Account Description | Type | Entry Description | Amount | Seq |
|--|-------------|------------------------------------|-----------|-----|
| 5-01-30-400-010 Insurance General Liability | Encumbrance | CFO Cert for meeting Sept 02, 2015 | 20,000.00 | 1 |

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| CURRENT FUND | 5-01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,000.00 |
| Total of All Funds: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,000.00 |

| | Entries | Amount |
|-----------------|---------|-----------|
| Expenditures: | 0 | 0.00 |
| Reimbursements: | 0 | 0.00 |
| Transfer In: | 0 | 0.00 |
| Transfer Out: | 0 | 0.00 |
| Cancel: | 0 | 0.00 |
| Encumbrance: | 1 | 20,000.00 |
| Total: | 1 | 20,000.00 |

There are NO errors in this listing.

| | Updated Entries | Updated Amount | | | |
|-----------------|-----------------|----------------|--|--|--|
| Reimbursements: | 0 | 0.00 | | | |
| Expenditures: | 0 | 0.00 | | | |
| Transfer In: | 0 | 0.00 | | | |
| Transfer Out: | 0 | 0.00 | | | |
| Cancel: | 0 | 0.00 | | | |
| Encumbrances: | 1 | 20,000.00 | | | |

Batch: GDS Updated Entries: 1 Updated Amount: 20,000.00 Ref Num: 3672

Account No: 5-01-30-400-010
 Description: Insurance General Liability Type: Sub Account
 Starting Date: 08/06/15 Ending Date: 08/06/15 Po Transactions: Summarized
 * Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance
 En = PO Line Item First Encumbrance Date BC = Blanket Control BS = Blanket Sub

| Date | Description | Trans Amount | Balance |
|----------|---|--------------|------------|
| | OPENING BALANCE | | 211,793.28 |
| 08/06/15 | PO 15-02675 2 Paid Ck207300 7/15-7/16 INSURANCE PREMIUM Vn 00761 HOBOKEN VOLUNTEER AMBULANCE En 07/30/15 | 216,249.98-* | 211,793.28 |
| 08/06/15 | PO 15-02677 1 Paid Ck207289 2015-2016 HVAC INSURANCE Vn 00242 BROWN & BROWN METRO INC En 07/27/15 | 650.00-* | 211,793.28 |

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO LAWMEN SUPPLY CO.
TO PURCHASE BODY ARMOR FOR THE HOBOKEN POLICE
DEPARTMENT IN ACCORDANCE WITH NJ STATE CONTRACT
T0106/81351 IN THE TOTAL AMOUNT NOT TO EXCEED \$31,422.80**

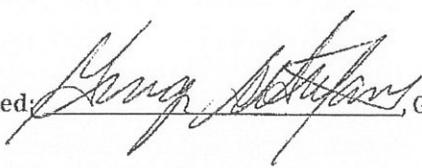
WHEREAS, the City of Hoboken requires body armor for the Police Department; and,

WHEREAS, the Administration intends to use Lawmen Supply Co. under their NJ state contract #T0106/81351, for said goods and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to purchase body armor for the Police Department to Lawmen Supply Co. for a not to exceed total contract amount of Thirty One Thousand Four Hundred Twenty Two Dollars and Eighty Cents (\$31,422.80), for goods and services as described in the attached proposal from Lawmen Supply, Inc. dated July 28, 2015 and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$31,422.80 is available in the following appropriations: T-03-40-000-029 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount for a not to exceed Thirty One Thousand Four Hundred Twenty Two Dollars and Eighty Cents (\$31,422.80), for goods and services as described in the attached proposal from Lawmen Supply, Inc. dated July 28, 2015 be awarded, in accordance with the attached proposal, the State Contract, and the following terms:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal, the state contract, and the Purchasing Agent recommendation shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to

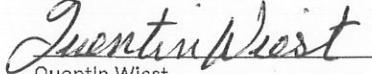
appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.

4. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken
5. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
6. 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:

Lawmen Supply Co.
7115 Airport Highway
Pennsauken, NJ 08109

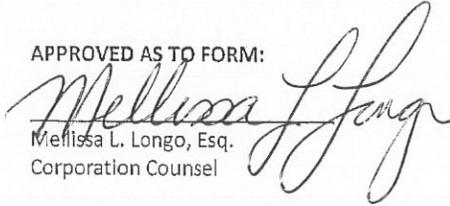
Meeting date: September 2, 2015

APPROVED:



Quentin Wiest
Business Administrator

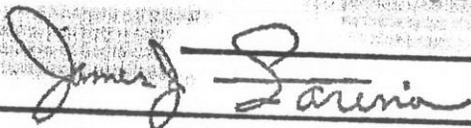
APPROVED AS TO FORM:



Melissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015


CITY CLERK

September 1, 2015
02:25 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/01/15 Batch Type: Standard

| Account No. Account Description | Type | Entry Description | Amount | Seq |
|--|-------------|-----------------------------------|-----------|-----|
| T-03-40-000-029 POLICE DEPARTMENT (LAW ENFORCE TRUST) | Encumbrance | CFO Cert for meeting Spet 2, 2015 | 31,422.80 | 1 |

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| TRUST FUND & OTHER | T-03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 31,422.80 |
| Total of All Funds: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 31,422.80 |

| | Entries | Amount |
|-----------------|---------|-----------|
| Expenditures: | 0 | 0.00 |
| Reimbursements: | 0 | 0.00 |
| Transfer In: | 0 | 0.00 |
| Transfer Out: | 0 | 0.00 |
| Cancel: | 0 | 0.00 |
| Encumbrance: | 1 | 31,422.80 |
| Total: | 1 | 31,422.80 |

There are NO errors in this listing.

| | Updated Entries | Updated Amount |
|-----------------|-----------------|----------------|
| Reimbursements: | 0 | 0.00 |
| Expenditures: | 0 | 0.00 |
| Transfer In: | 0 | 0.00 |
| Transfer Out: | 0 | 0.00 |
| Cancel: | 0 | 0.00 |
| Encumbrances: | 1 | 31,422.80 |

Batch: GDS Updated Entries: 1 Updated Amount: 31,422.80 Ref Num: 3671

LAWMEN - New Jersey
Lawmen Supply Co.
 7115 Airport Highway
 Pennsauken, NJ 08109

Telephone.....: 856-488-4499
 Fax.....: 800-436-6019



Ship To:
 Hoboken City
 94 Washington Street
 Hoboken, NJ 07030

 Contact: Robert Fulton
 Phone:

Quotation

Number.....: QT_00326008-6
 Date.....: 7/28/2015
 Page.....: 1 of 1
 Sales order.....:
 Requisition.....:
 Your ref.....:
 Our ref.....: jdurie
 Quotation deadline.....: 8/30/2015
 Payment.....: Net 30
 Sales Rep.....: jdurie
 Terms of delivery.....: Supplier Pays Freight

Bill To:
 Hoboken City
 94 Washington Street
 Hoboken, NJ 07030

| Item number | Description | Size | Color | Quantity | Unit | Unit price | Amount |
|-----------------------|---|------|-------|----------|------|------------|-----------|
| POINT BLANK - HI-LITE | Hi-Lite AXII With 2 Carriers | | | 34.00 | EA | 843.20 | 28,668.80 |
| POINT BLANK - Accesso | 5x8 Speed Plate for Special Threat Protection | | | 34.00 | EA | 81.00 | 2,754.00 |

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

Notes:
 NJ State Contract A81351

| | | | | |
|---------------|----------------|------|-----------|---------------|
| Sales balance | Total discount | S&H | Sales tax | Total |
| 31,422.80 | 0.00 | 0.00 | 0.00 | 31,422.80 USD |

OK 9/20/15
8/17/15
J-03-40-000-
029

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 27, 2015
To: Corporation Counsel, City of Hoboken
From: AL B. Dineros
Subject: **Resolution to Award the Contract to purchase Body Armor for the Police Department**

The Police Department needs to replace old body armor used by police officers.

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 T0109/83909. The vendor will be:

Lawmen Supply Co.
7115 Airport Highway
Pennsauken, NJ 08109

Certification of funds are available from the following:

\$31,422.80 - T-03-40-000-029

Total contract: Not to exceed \$31,422.80

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. : ___

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH MASER CONSULTING PA AS PROFESSIONAL PLANNER FOR THE CITY OF HOBOKEN FOR THE NEUMANN LEATHERS REDEVELOPMENT AREA, FOR A INCREASE IN THE TERM THROUGH DECEMBER 31, 2015, AND FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$18,200.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$102,050.00

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

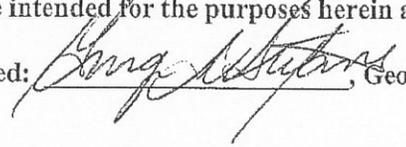
WHEREAS, the City of Hoboken awarded a contract to a Principal Planner for the Neumann Leathers Redevelopment Area, Maser Consulting, for a one year term expiring on December 18, 2014, with a not to exceed amount of Eighty Three Thousand Eight Hundred Fifty Dollars (\$83,850.00); and,

WHEREAS, the City now seeks to amend said contract to increase the not to exceed amount by \$18,200.00, for a total not to exceed amount of \$102,050.00 (there is \$215.73 remaining the in original not to exceed amount of \$83,850.00) and to extend the contract through the end of the year with a new expiration date of December 31, 2015; and,

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

WHEREAS, certification of funds for insurance premiums is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$18,200.00 is available in the following appropriation account 5-01-21-181-036 in the CY2015 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 CY2015 budget; and I further certify that the funds being appropriate are intended for the purposes herein appropriated.

Signed: , George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, (a majority of the full membership of the governing body voting affirmatively) that the contract with **Maser Consulting** to represent the City as Principal Planner, in accordance with the scope of work detailed in their November 19, 2013 proposal and they now proposal for an increase in funds, attached hereto, and the RFP for Professional Planner for Redevelopment Area - Neumann Leather be authorized; the new expiration date of the contract shall be December 31, 2015; and, an increase the not to exceed amount by \$18,200.00, for a total not to exceed amount of \$102,050.00 (there is \$215.73 remaining the in original not to exceed amount of \$83,850.00) and to extend the contract through the end of the year with a new expiration date of December 31, 2015; 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 **Maser Consulting**; and

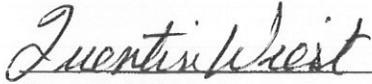
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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,

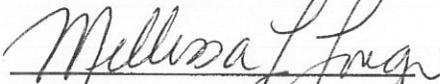
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: September 2, 2015

APPROVED:

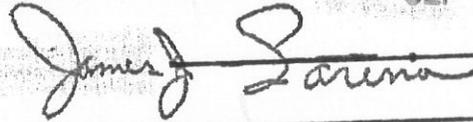

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|-----------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015



CITY CLERK

September 1, 2015
02:23 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 09/01/15 Batch Type: Standard

| Account No. Account Description | Type | Entry Description | Amount | Seq |
|--|-------------|-----------------------------------|-----------|-----|
| 5-01-21-181-036 Professional Services - Redevelopment | Encumbrance | CFO Cert for Meeting Spet 2, 2015 | 18,200.00 | 3 |

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| CURRENT FUND | 5-01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18,200.00 |
| Total of All Funds: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18,200.00 |

| | Entries | Amount |
|-----------------|---------|-----------|
| Expenditures: | 0 | 0.00 |
| Reimbursements: | 0 | 0.00 |
| Transfer In: | 0 | 0.00 |
| Transfer Out: | 0 | 0.00 |
| Cancel: | 0 | 0.00 |
| Encumbrance: | 1 | 18,200.00 |
| Total: | 1 | 18,200.00 |

There are NO errors in this listing.

| | Updated Entries | Updated Amount | | | |
|-----------------|-----------------|----------------|--|--|--|
| Reimbursements: | 0 | 0.00 | | | |
| Expenditures: | 0 | 0.00 | | | |
| Transfer In: | 0 | 0.00 | | | |
| Transfer Out: | 0 | 0.00 | | | |
| Cancel: | 0 | 0.00 | | | |
| Encumbrances: | 1 | 18,200.00 | | | |

Batch: GDS Updated Entries: 1 Updated Amount: 18,200.00 Ref Num: 3670



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

MEMORANDUM

To: Brandy Forbes, AICP/PP, Director of Community Development

From: David G. Roberts, AICP/PP, LLA, LEED AP ND

Date: August 18, 2015

**Re: Request for Amendment to Contract Amount
MC Project No. 13001736G**

Per our recent communications, it has become necessary to request that the budget for the contract on the Neumann Leathers Redevelopment Plan be increased due to unanticipated hours devoted to multiple revisions of the plan document during its internal review by the City's professional staff and the Council Subcommittee. Some examples of these tasks are as follows:

1. Additional meetings with Council Subcommittee related to draft versions of the Plan;
2. Multiple sets of revisions to the Draft Plan, inclusive of the Framework Plan graphics and development standards, as a result of review by City staff, Council Subcommittee and Special Redevelopment Counsel, new standards requested by the Subcommittee to address a goal for workforce housing, extension of Grand Street, and other changes;

Due to the expenditure of unanticipated hours on the above, we have run short of budget for some of the remaining tasks such as:

1. Meetings with Property Owners, General Public, Planning Board Review and Council Public Hearing (four total);
 - Estimated 20 hours for four meetings, including prep time and consultation = \$3,200
2. Additional revisions to the Plan likely to be required as a result of the four meetings listed above;
 - Estimate two sets of additional revisions at 10 hrs each = \$3,200
3. Costs for L+C Design (architectural services) recently invoiced to Maser;
 - Unbilled time = \$11,800

TOTAL ESTIMATED ADDITIONAL BUDGET = \$18,200

Please advise if there is additional information that you need in order to act on this request.

INTRODUCED BY:
SECONDED BY:

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**AUTHORIZING THE CITY OF HOBOKEN
TO ACCEPT AND QUALIFY RESPONSES TO ISSUED
REQUESTS FOR QUALIFICATION FOR FINANCIAL ANALYSIS FOR
DEVELOPMENT FOR THE CITY FROM THE DATE OF RESOLUTION
THROUGH AUGUST 31, 2016**

WHEREAS, it is necessary for the City of Hoboken to engage, from time-to-time, the services of a qualified firm and/or professional to provide Professional Services as Financial Analyst for Development for the City; and,

WHEREAS, N.J.S.A. 19:44A-20.1 et seq., commonly known as the State “Pay to Play” Law took effect on January 1, 2006; and,

WHEREAS, the City has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et. seq., by issuing a Request for Qualifications for Financial Analyst for Development for the City; and,

WHEREAS, the City’s review team has determined that the below listed respondents to the RFQ provide the City with the best options for efficient and effective Financial Analyst for Development for the City, through August 31, 2016, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent;

NOW, THEREFORE, BE IT RESOLVED by the City of Hoboken that the below listed respondents be and are hereby deemed qualified to be contracted for Financial Analyst for Development for the City, as necessary when determined by the Administration, through August 31, 2016:

4Ward Planning Inc.
100 Park Avenue, 16th Floor
New York, NY 10017

Acacia Financial Group, Inc.
601 Route 73 North
Suite 206
Marlton, NJ 08053

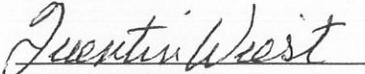
Value Research Group, LLC
301 South Livingston Avenue
Suite 104
Livingston, NJ 07039

NW Financial Group, LLC
2 Hudson Place, 3rd Floor
Hoboken, NJ 07030

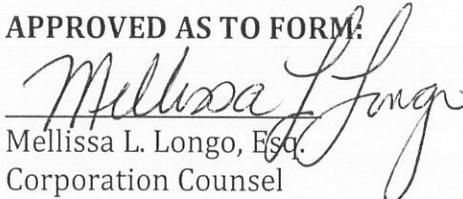
Camoin Associates
120 West Avenue, Suite 303
Saratoga Springs, NY 12866

Meeting date: September 2, 2015

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|-----------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

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

SEP 02 2015


CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: **SEP 02 2015**
 CITY OF HOBOKEN

Sponsored by: *David J. ...* ¹⁵
 Seconded by: *[Signature]*

RESOLUTION NO. _____

James J. ...
[Signature]

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
 CITY OF HOBOKEN AND PUMP HOUSE 128 LLC, OWNER OF
 BLOCK 25 LOTS 17-19 (a/k/a 128-132 Harrison Street), FOR USE AND MAINTENANCE OF
 A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

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

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

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

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to Pump House 128 LLC, owner of Block 25 Lots 17-19, more commonly known as 128-132 Harrison Street, Hoboken, represented by Vincent Wilt such a license.

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

- 1) Approval of the attached License Agreement between the City of Hoboken and Pump House 128 LLC, owner of Block 25 Lots 17-19, more commonly known as 128-132 Harrison Street, shall be subject and limited to the details and specifications included in the attached Application and encroachment plan drawings by Bodnar Architect + Associates;
- 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: September 2, 2015

Approved:
Quentin Wiest
 Quentin Wiest, Business Administrator

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

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

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2015, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **PUMP HOUSE 128 LLC**, owner of 128-132 Harrison Street, Hoboken, NJ 07030, represented by Vincent Wilt (hereinafter referred to as the “**LICENSEE**”).

WITNESSETH

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

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR’s property for the purpose of constructing an ADA compliant access ramp, two stoops and landscaped planting beds; replacing the sidewalk and installing five curb-side shade trees adjacent to the building fronting onto Harrison Street and Second Street; and

WHEREAS, the area of encroachment along Harrison Street and Second Street will be so altered from its existing condition leaving not less than 8’6” of unobstructed pedestrian egress along the block frontage; and

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

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

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

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 25 Lots 17-19, to construct an ADA compliant access ramp measuring 13’6” x 3’6” along the Harrison Street frontage; an entry stoop to the commercial unit measuring 9’ x 5’ along the Harrison Street frontage; an entry stoop to the residential entry measuring 11’7” x 11’7” x 4’6” at the corner of Harrison and Second Streets; 3’ deep landscaped planting beds running 39 linear feet 10” along the Harrison Street frontage and 70 linear feet 9” along the Second Street frontage; replacing the sidewalk; and installing five curb-side shade trees adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.
- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and

maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2015.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Pump House 128 LLC, owner in fee of Block 25 Lots 17-19, more commonly known as 128-132 Harrison Street, Hoboken, NJ, represented by Vincent Wilt.

Signed: _____

Printed: _____,
Vincent Wilt representing Pump House 128 LLC
Owner of 128-132 Harrison Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2015.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

128-132 Harrison Street
Hoboken, NJ

Block: 25

Lot(s): 17, 18, 19

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Applicant:

Pump House 128 LLC

Owner (if other than Applicant):

Same

Address:

503 Division Street
Perth Amboy, NJ 08861

Address:

Date Received:

Aug 21, 2015

Phone: (732) 826-4084

Phone:

e-mail: vsl2009@verizon.net

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.

One encroachment will be for an ADA compliant ramp on Harrison. The ramp will have a 7'6" landing and a 6' incline. The ramp will project 3'6" from the facade wall.

There will be two stair encroachments. One on Harrison Street 9'0" wide, projecting 5'0" from the facade of the building. The other at the corner of 2nd Street and Harrison 11'7" wide, projecting 4'6" from the facade of the building.

The other encroachments are planting beds on Harrison and 2nd Streets that will create a green buffer against the garage wall of the building. All beds are proposed to project 3' from the building facade. Along Harrison there will be two beds, one 18'2" long, the other 21'8" long. Along 2nd Street there will be two beds, one 52'3" long, the other 18'6" long.

The sidewalk at this location is 15' wide. At the narrowest point where planting beds are opposite curbside trees the unobstructed sidewalk is maintained at 8'6".

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

The ramp and stairs are to provide access to the building. The planting beds will provide green screening of the garage wall and beautify the pedestrian right-of-way.

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.

Zoning approval was obtained for the project in 2007 and a Developers Agreement was executed April 10, 2014.

Documents provided with application; check all that apply:

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

x Unreent Wilt 8/25/15

Applicant's signature

Date

Introduced by:

Seconded by:

[Handwritten signatures]

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:

Approved as to Form:

Quentin Wiest

 Quentin Wiest, Business Administrator

Melissa Longo

 Melissa Longo, Esq., Corporation Counsel

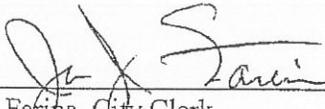
| Councilperson | Yea | Nay | Abstain | No Vote |
|-------------------------|-----|-----|---------|---------|
| Councilman Bhalla | /// | | | |
| Councilwoman Castellano | /// | | | |
| Councilman Cunningham | /// | | | |
| Councilman Doyle | /// | | | |
| Councilwoman Mason | /// | | | |
| Councilman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

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
 JUL 09 2014

James J. Sarino

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 Aug. day of 27, 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:

| <u>Sheet:</u> | <u>Title:</u> |
|---------------|---|
| ZN1 | Site Plans & Zoning Chart & Site Data |
| ZN2 | 1 st Floor Plans & Site Data |
| ZN3 | 2 nd & 3 rd Floor Details |
| ZN4 | 4 th & 5 th Floor Details |
| ZN5 | 6 th 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. DEDICATION OF STREETS

(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. INSURANCE

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'Connell

DEVELOPER:

PUMP HOUSE #28 LLC

By: [Signature]

ATTEST:

8/29/19

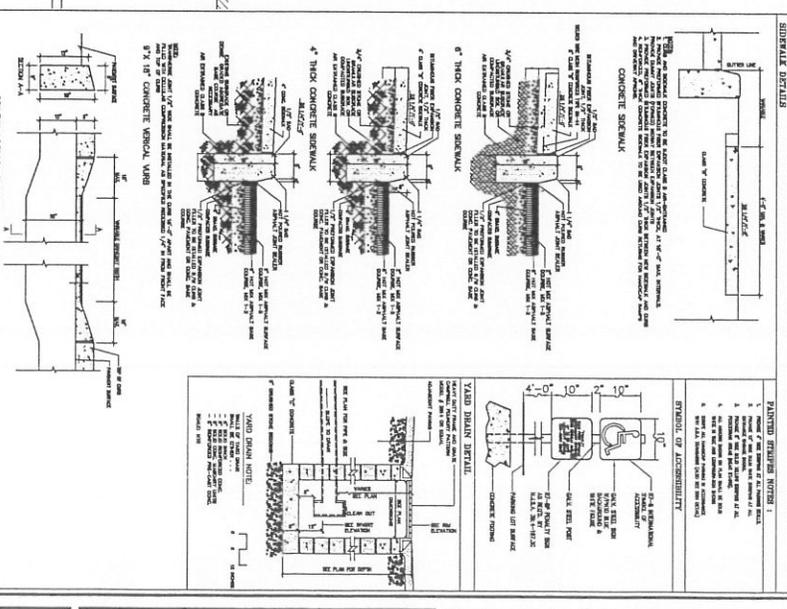
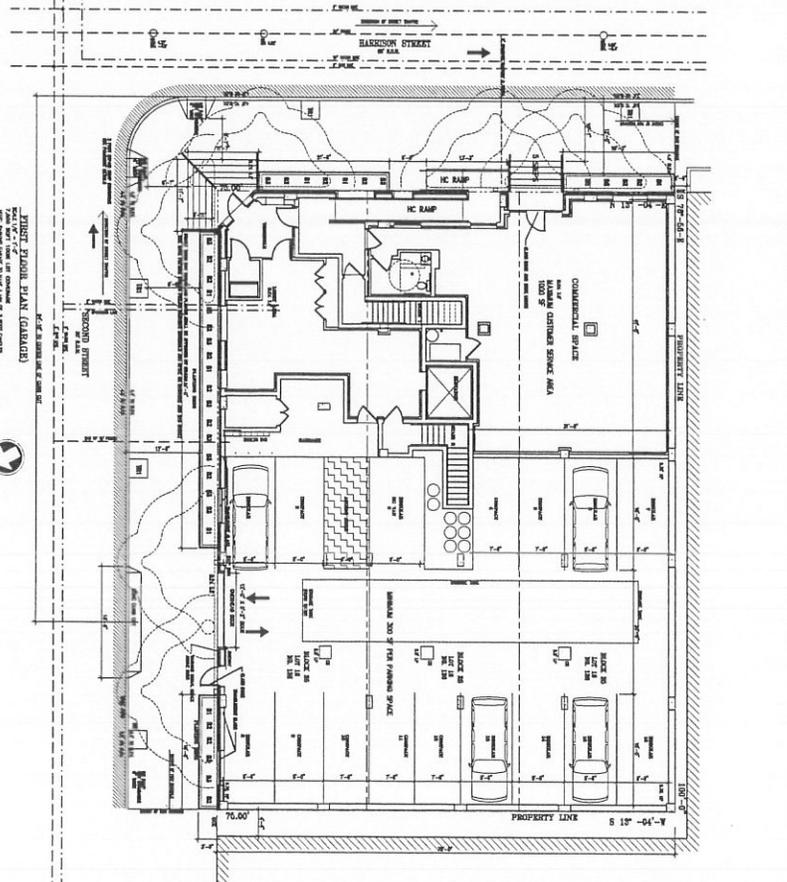
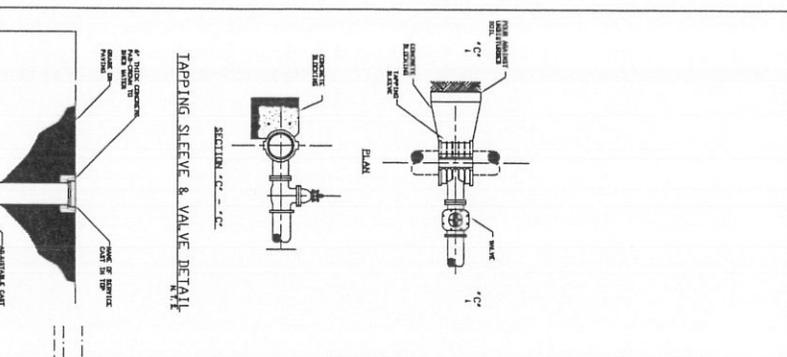
Deputy
City
Clerk

[Signature]

MAYOR AND COUNCIL OF THE
CITY OF HOBOKEN

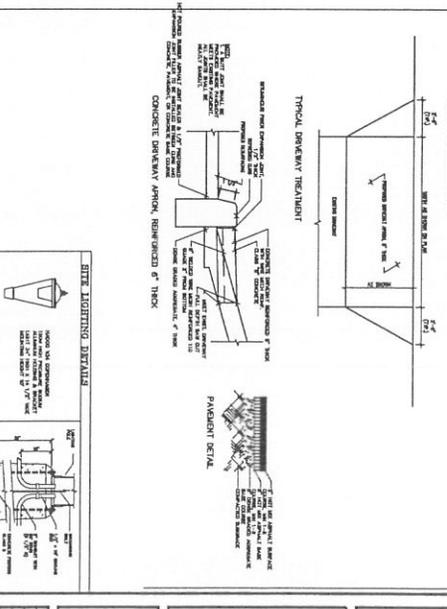
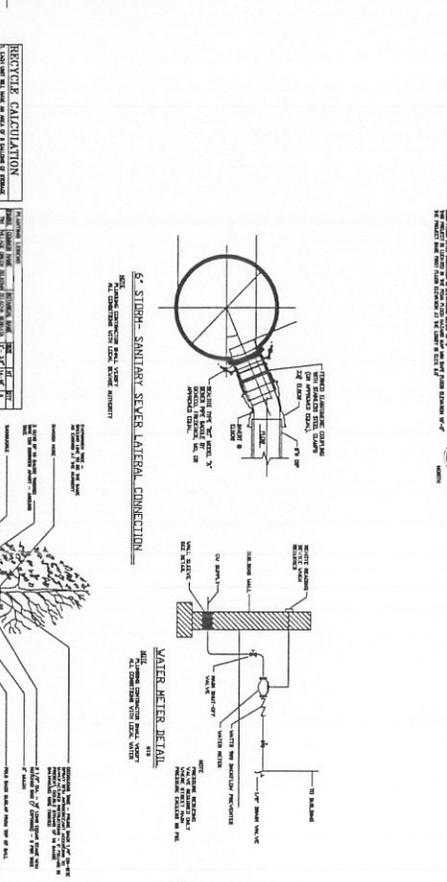
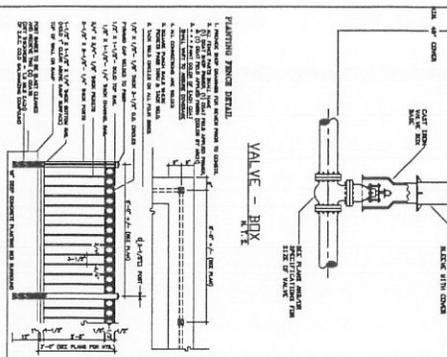
By: [Signature]

DAWN ZIMMER, Mayor

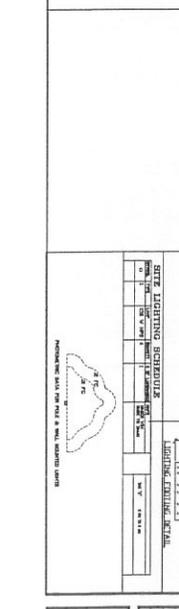
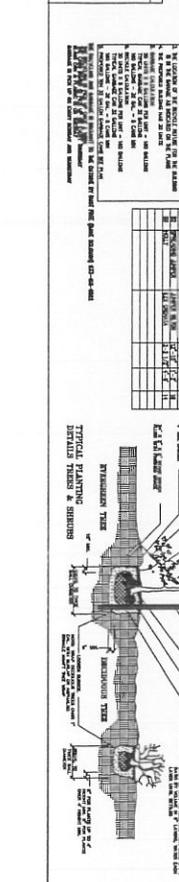
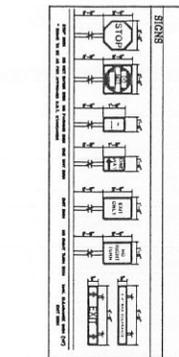


THE PUMP HOUSE
 125-132 HARRISON STREET
 Block 25 LOTS 17 18 19
 HOBOKEN, HUDSON COUNTY
 New Jersey, 07030

Bodnar Architect + Associates
 52 Long Hill Road
 Long Valley, NJ 07853
 B.A.+A.
 609-889-8900
 609-889-8900
 609-889-8900



| NO. | DESCRIPTION | DATE |
|-----|------------------|----------|
| 1 | CONCEPT PLAN | 01/15/10 |
| 2 | PRELIMINARY PLAN | 02/15/10 |
| 3 | FINAL PLAN | 03/15/10 |
| 4 | AS-BUILT PLAN | 04/15/10 |



LSP1

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 ~~XXXXXX~~ 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 situated 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 50 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 50 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, 1,530 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 Vander, 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 "U" 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 196-53B 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. Panjoan and upon the roll call as follows:

Yes: 5

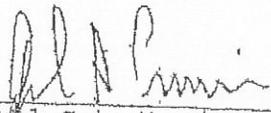
No: 1

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 Domenick Lisa and seconded by Jose Panjoan 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

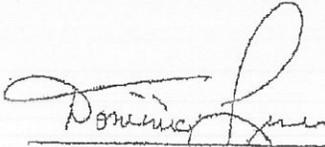
No: 1

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 Fused and seconded by Randall Underwood 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

Introduced By
Second By:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION WAIVING CONSTRUCTION FEES AT 707 CLINTON STREET (HOBOKEN VOLUNTEER AMBULANCE CORP. PROPERTY) AS THE CONSTRUCTION IS THE INSTALLATION OF A BACKUP GENERATOR TO BE PAID FOR BY THE CITY AS PART OF THE CITY'S GENERATOR UPGRADE PROJECT

WHEREAS, the City's generator installation / upgrade construction project is commencing at 707 Clinton Street, which is owned by HVAC, and the City has agreed to undertake the costs and financing of the project for all public safety buildings, whether or not same is on City property.

WHEREAS, because 707 Clinton is NOT a City owned property, the cost for the construction permits are: (1) \$ 694.00 for permit fees and (2) \$ 46.00 for DCA fees, which totals \$ 740.00, and the City seeks to waive these fees in their entirety.

WHEREAS, the City of Hoboken traditionally does not waive construction fees but seeks to do so under the current circumstances, since the City is also the funding and financing body for this construction project.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes waiver of the construction fees as described above, and under the circumstances provided for herein.

Meeting Date: September 2, 2015

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Melissa Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| President Bhalla | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015

CITY CLERK



CITY OF HOBOKEN
OFFICE OF CONSTRUCTION OFFICIAL
94 Washington Street, Hoboken, NJ 07030-4585
(201) 420-2066

DAWN ZIMMER
Mayor

MARIO PATRUNO
Construction Official

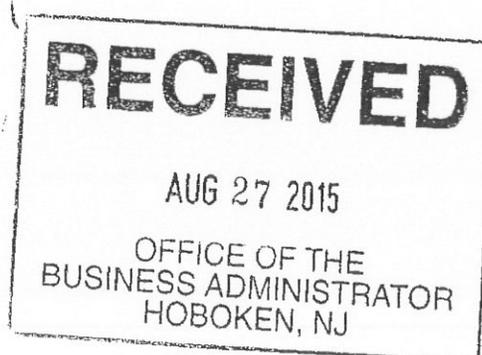
TO: Quentin Wiest, Business Administrator

FROM: Mario Patruno, Construction Official

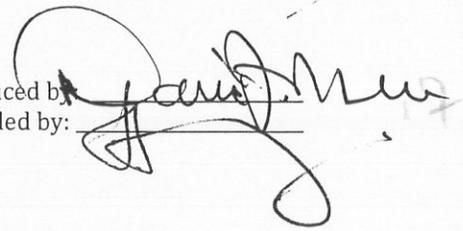
DATE: August 7, 2015

RE: 707 Clinton Street

In regard to the above referenced permit application, please be advised that the Permit fee is \$ 694.00
and the DCA fee is \$ 46.00.



Introduced by
Seconded by:



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

**RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO ENTER INTO THE BERGEN
COUNTY COOPERATIVE PRICING SYSTEM**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Bergen County Cooperative Pricing System, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, the City Council of the City of Hoboken is hereby requested to authorize the City of Hoboken's participation in the Bergen County Cooperative Pricing System.

NOW, THEREFORE BE IT RESOLVED, pursuant to the provisions of N. J.S.A. 40A:11-11(5), the Mayor of the City of Hoboken is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

BE IT FURTHER RESOLVED The Lead Agency shall be responsible for complying with the provisions of the, Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

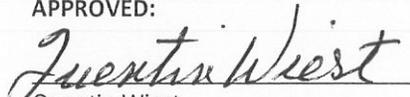
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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,

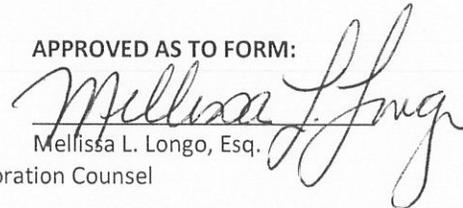
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: September 2, 2015

APPROVED:


Quentin Wiest
Business Administrator

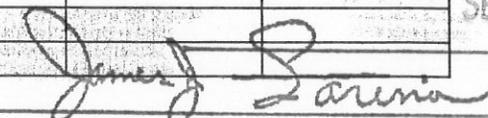
APPROVED AS TO FORM:


Melissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

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

SEP 02 2015


CITY CLERK



COUNTY OF BERGEN
DEPARTMENT OF ADMINISTRATION AND FINANCE
DIVISION OF PURCHASING
One Bergen County Plaza – 3RD Floor – Hackensack, NJ 07601-7076
(201) 336-7100 FAX (201) 336-7105

James J. Tedesco III
County Executive

Dr. Dominic J. Novelli, CCPO, QPA
Purchasing Agent

Re: Bergen County Co-Operative Pricing System - #CK04-BERGEN

Dear Prospective Co-Operative Member:

Enclosed please find the following documents required for application to Bergen County's Co-Operative Pricing System. 1) Agreement #CK04-Bergen; 2) Request for Registration or Modification of a Cooperative Pricing System (State of NJ required form) and; 3) A sample resolution.

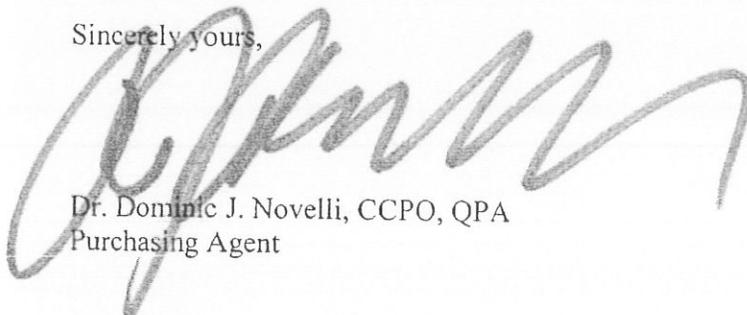
As Bergen County is the Lead Agency, I will apply to the State for Approval to include you as a member upon receipt of your executed documents. Membership would be effective to January 21, 2018 or until withdrawal or renewal thereafter.

Please send two (2) copies of each to: Janice Harley
Division of Purchasing
One Bergen County Plaza, Room 331
Hackensack, NJ 07601

You will find Bergen County's active cooperative contracts on Bergen County's website:
www.co.bergen.nj.us OR at the following direct link <http://www.co.bergen.nj.us/index.aspx?NID=226>

Should you have any questions, please call the Purchasing Division at 201-336-7100.

Sincerely yours,



Dr. Dominic J. Novelli, CCPO, QPA
Purchasing Agent

DJN:jh
Attachments

AGREEMENT #CK-04- Bergen

PARTICIPANTS:

This agreement made and entered into this day of _____, 2013 by and between the County of Bergen (hereinafter referred to as "the County"), and the _____, a governmental corporation of the State of New Jersey or Public Agency located within the State of New Jersey (hereinafter referred to as the "Participating Contracting Unit").

WITNESSETH:

LEGAL AUTHORITY:

WHEREAS, N.J.S. 40A:11-11(5), specifically authorizes two or more contracting units to enter into a Cooperative Purchasing System and Agreement for the purchase of work, materials and supplies; and

WORK TO BE PERFORMED:

WHEREAS, the County of Bergen has been conducting a Cooperative Purchasing System with Participating Contracting Units, utilizing administrative purchasing services and facilities of the County of Bergen; and this Cooperative Purchasing Agreement is to effect substantial economies in the purchase of goods and supplies; and

WHEREAS, the County wishes to continue the Cooperative Purchasing System with current members as well as other appropriate Public Agencies within the State of New Jersey or contingent to Bergen County; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or supplies to be priced cooperatively may include but are not limited to vehicles and trucks, road and bridge construction and maintenance materials, office supplies, furniture, lubricants, building materials, janitorial supplies, fuel, office equipment, maintenance and service, and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis, providing the County consents to these other items.

The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

ADMINISTRATION AND OPERATION OF SYSTEM:

2. The County, on behalf of all participating contracting units, at the beginning of participating in the Cooperative Purchasing System, and during each January thereafter, shall publish a legal advertisement, in such format as required by the State Division of Local Government Services, in a newspaper normally used for such purposes by it to include such information as:
 - (1) The name of the participating contracting units, and
 - (2) The name of the County soliciting competitive bids or informal quotations, and
 - (3) The address and telephone number of the County, and
 - (4) The State Identification Code for the Cooperative Purchasing System, and
 - (5) The expiration date of the Cooperative Purchasing Agreement.
3. The specifications shall be prepared and approved by the County and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
4. A single advertisement for bids, or the solicitation of informal quotations for the goods or services to be purchased, shall be presented on behalf of all of the Participating Contracting Units desiring to purchase any item by the County in the Cooperative Purchasing System.
5. In seeking bids the County will include in the specifications two categories upon which bids are sought pursuant to the County's requirements and stated in definite quantities.. The bids will contain: (1) a provision stating that contracts shall be in compliance with N.J.A.C. 5:30-5.5 (B), open-end contract rules; and (2) language requiring the bid price(s) to be stated so that it is uniform with respect to both categories (the County and other Participating Contracting Units).

The provision with respect to the other contracting units' category will allow the bidder to indicate if it is willing to provide the item(s) bid upon to other participating contracting units in the system; or if it is not willing to extend prices to other participating units in the systems.
6. The County shall advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the County shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the County entering into a contract with the successful bidder(s).
7. The County shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to the successful bidder(s) against said contract; accept its own deliveries; be invoiced

by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s); and be responsible for any tax liability. No Participating Contracting Unit in the Cooperative Purchasing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Units and shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability. The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the County so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.

The County shall supply via the County's Website the Participating Contracting Units with copies of the specifications, name of successful bidder, prices awarded and the contract identification number. Each Participating Contracting Unit may then order directly from that vendor by purchase order if under the appropriate statutory bid limit or by contract of the governing body or agency if over the appropriate statutory bid limit. The identification number shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.

8. If the lowest responsible bidder declines to extend prices to the Participating Contracting Units the contract for the County's needs (Primary) will be awarded, and (Secondary) bids may be awarded on behalf of the Participating Contracting Units.
9. A bidder shall not be required or permitted to extend his bid prices to Participating Contracting Units unless he has voluntarily agreed to do so as part of his bid.
10. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the County is advertising for and receiving bids for the same goods or services, except in the case of emergency or hardship.
11. No purchase order or contract shall be issued by any Participating Contracting Unit for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
12. The County reserves the right to exclude any goods or services from within said system if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

ADMINISTRATIVE COSTS:

13. The County shall bear all costs associated with administering the Cooperative Purchasing system and bidding process including cost of advertising and administration and the Participating Contracting Units shall not be obligated for any part of such expenses.

DURATION AND TERMINATION:

14. This Agreement shall become effective the date executed, subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date or the term of the current approval unless any party to this Agreement shall give written notice of its intention to terminate its participation at least (30) days prior to the succeeding four (4) years. The County

may choose to terminate registration of the system no later than 30 days prior to the expiration date of the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-17.6, as may be amended.

15. This Agreement and the Cooperative Purchasing System will not terminate nor be invalidated by the County, or the withdrawal or addition of any Participating Contracting Unit. However, this Agreement and the Cooperative Purchasing System shall be terminable and invalidated at the instance of the County upon written notice to the Participating Contracting Unit, and without recourse against the County for any reason or if continuance of the within system becomes unlawful for any reason.

DOCUMENTATION:

16. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the County for purposes identifying each contract and item awarded, which in this case is CK04-Bergen
17. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the respective parties hereto.
18. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:

ATTEST:

Secretary

DATE

COUNTY OF Bergen

By:

County Administrator

(Contracting Unit) _____

By: _____

Administrative Title: _____

DATE

RESOLUTION 2013-189

RESOLUTION FOR MEMBER PARTICIPATION IN A
COOPERATIVE PRICING SYSTEM

WHEREAS, NJSA 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Bergen, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods or services; and

WHEREAS, on May 16, 2013, the governing body of the Township of Marlboro, County of Monmouth, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED as follows:

TITLE

This resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Marlboro

AUTHORITY

Pursuant to the provisions of NJSA 40A:11-11(5), the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. County of Bergen Department of Administration and Finance
- b. Mayor Jonathan L. Hornik
- c. Township Chief Financial Officer

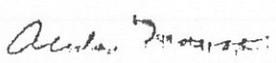
OFFERED BY: MAZZOLA

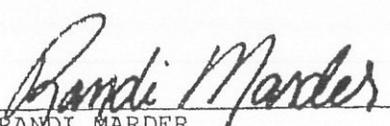
AYES: 4

SECONDED BY: MARDER

NAYS: 0

ABSENT: LARocca


ALIDA MANCO
MUNICIPAL CLERK


RANDI MARDER
COUNCIL VICE PRESIDENT

CERTIFICATION

I hereby certify the above to be a true and exact copy of a Resolution adopted by the Township Council of the Township of Marlboro at a meeting held on 5-16-13


Township Clerk

5/16/13

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

SEP 02 2015

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

[Signature] [Signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION REJECTING A BID FOR THE PROVISIONS OF INTERSECTION SAFETY
PACKAGE C PROJECT, OTHERWISE KNOWN AS BID NO. 15-23, IN ACCORDANCE
WITH N.J.S.A. 40A:11-13.2(A) AND (B).**

WHEREAS, proposals were received for the provisions of Bid Number 15-23; and,
WHEREAS, the Administration has decided the proposal amounts are substantially above the amounts currently estimated, budgeted, and available for this project; and,
WHEREAS, as a result, the Purchasing Agent recommends that the City Council of the City of Hoboken reject all bid submissions for the provision under Bid No. 15-23, pursuant to N.J.S.A. 40A:11-13.2(a) and (b).
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken hereby rejects all bid proposals submitted for the provision under Bid No. 15-23, pursuant to N.J.S.A. 40A:11-13.2(a) and (b); and,
BE IT FURTHER RESOLVED that the City Council authorizes the Administration to take any and all steps necessary to properly reject said bid, and, thereafter, take any and all steps necessary to, thereafter, contract for said services.

Meeting date: September 2, 2015

APPROVED:

[Signature]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

[Signature]
Melissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 28, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

**Subject: Resolution to Reject All Bid Proposals for Bid 15 – 23
Intersection Safety Improvements Package “C”**

Two (2) bid proposals were received on August 26, 2015.

All proposals substantially exceeds the cost estimate and the appropriation for the project. In accordance with the following regulations, all bid proposals were rejected;

A contracting unit may reject all bid proposals in accordance with;

- 40A:11-13.2.a. – the lowest bid substantially exceeds the cost estimates for the goods or services, and:
- 40A:11-13.2.b. – the lowest bid substantially exceeds the contracting unit’s appropriation for the goods or service.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

August 26, 2015

Subject: BID OPENING – 15-23 –2014 Intersection Safety Improvements Package “C”

Please be advised that bids for the above mentioned project were received, publicly opened and announced at City Hall on August 26, 2015 at 11:00 AM. The following personnel were present during the opening:

| | |
|-----------------------|--------------------|
| Al Dineros | - Purchasing Agent |
| Jennifer Mastropietro | - Buyer/QPA |
| Joe Venezia | - Maser Consulting |
| James Farina | - City Clerk |
| Carmella | - Tec-Con |

The following bids were received:

- | | | |
|--|----------|-------------------|
| 1. Tec-Con 9 Dodd Street East Orange, NJ 07017 | Base Bid | - \$ 1,230,760.00 |
| 2. A-Tech Concrete Co. 11 Taylor Road Edison, NJ 08817 | Base Bid | - \$ 1,079,615.00 |

NOTE: This result is un-official, all submitted documents is under review by Maser Consulting and the Corporation Counsel. The Governing Body will award the contract within 60 days upon completion of the review process.

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

SEP 02 2015

Introduced by:
 Seconded by:

[Handwritten signatures]

19

CITY OF HOBOKEN
 RESOLUTION NO. _____

CITY CLERK

RESOLUTION REJECTING A BID FOR THE PROVISIONS OF CITY WAYFINDING 1ST
 STREET REVITALIZATION PROJECT, OTHERWISE KNOWN AS BID NO. 15-24, IN
 ACCORDANCE WITH N.J.S.A. 40A:11-13.2(A) AND (B)

WHEREAS, proposals were received for the provisions of Bid Number 15-24; and,

WHEREAS, the Administration has decided the proposal amounts are substantially above the amounts currently estimated, budgeted, and available for this project; and,

WHEREAS, as a result, the Purchasing Agent recommends that the City Council of the City of Hoboken reject all bid submissions for the provision under Bid No. 15-24, pursuant to N.J.S.A. 40A:11-13.2(a) and (b).

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken hereby rejects all bid proposals submitted for the provision under Bid No. 15-24, pursuant to N.J.S.A. 40A:11-13.2(a) and (b); and,

BE IT FURTHER RESOLVED that the City Council authorizes the Administration to take any and all steps necessary to properly reject said bid, and, thereafter, take any and all steps necessary to, thereafter, contract for said services.

Meeting date: September 2, 2015

APPROVED:

[Signature: Quentin Wiest]
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

[Signature: Melissa L. Longo]
 Melissa L. Longo, Esq.
 Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: August 28, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

**Subject: Resolution to Reject Bid Proposal for Bid 15 – 24
Citywide Wayfinding & First Street Streetscape Revitalization Project**

One (1) bid proposal was received on August 26, 2015.

The bid proposal substantially exceeds the cost estimate and the appropriation for the project. In accordance with the following regulations, the bid proposal was rejected;

A contracting unit may reject all bid proposals in accordance with;

- 40A:11-13.2.a. – the lowest bid substantially exceeds the cost estimates for the goods or services, and:
- 40A:11-13.2.b. – the lowest bid substantially exceeds the contracting unit's appropriation for the goods or service.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

August 26, 2015

Subject: BID OPENING – 15-24 – Citywide Wayfinding & First Street Streetscape Revitalization Project

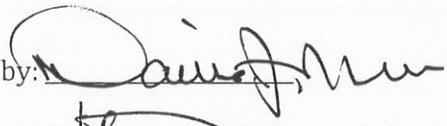
Please be advised that bids for the above mentioned project were received, publicly opened and announced at City Hall on August 26, 2015 at 11:30 AM. The following personnel were present during the opening:

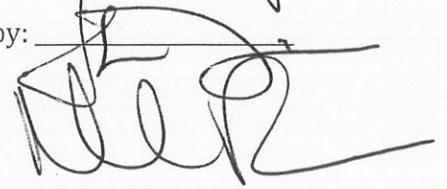
| | |
|-----------------------|---------------------|
| Jennifer Mastropietro | - Buyer/QPA |
| Peter Bondar | - T & M Associates |
| Jerry Lore | - Deputy City Clerk |

The following bid was received:

| | | |
|------------------------|-------------|-------------------|
| 1. A-Tech Concrete Co. | Base Bid | - \$ 1,284,520.00 |
| 11 Taylor Road | Alternate A | - \$ 59,275.00 |
| Edison, NJ 08817 | Alternate B | - \$ 210,315.00 |
| | Alternate C | - \$ 504,000.00 |
| | Alternate D | - \$ 71,400.00 |
| | Alternate E | - \$ 40,000.00 |

NOTE: This result is un-official, all submitted documents is under review by T & M Associates and the Corporation Counsel. The Governing Body will award the contract within 60 days upon completion of the review process.

Introduced by: 

Seconded by: 

City of Hoboken
Resolution Number: _____

RESOLUTION OF THE CITY OF HOBOKEN IN SUPPORT OF 21st-CENTURY WATER INFRASTRUCTURE

WHEREAS, water infrastructure is critical for the economic vitality, environmental health and quality of life within New Jersey cities; and

WHEREAS, the City of Hoboken has a combined sewer system which periodically discharges untreated wastewater and stormwater into the Hudson River during wet weather events; and

WHEREAS, inadequate sewer and stormwater systems generate stormwater runoff and combined sewer overflows (CSOs) that pollute streams, lakes, rivers and bays, and cause localized flooding of streets and properties and can cause sewage backups into neighborhood basements and streets threatening human health; and

WHEREAS, inadequate drinking water systems can rupture, interrupting service and causing flooding; and

WHEREAS, the North Hudson Sewerage Authority has received a new CSO permit from the New Jersey Department of Environmental Protection requiring it to adopt and implement a long term control plan to upgrade its combined sewer system; and

WHEREAS, aging and degraded drinking water, wastewater and stormwater infrastructure threaten to disrupt daily life, commerce and industry in communities; and

WHEREAS, budget constraints and expensive capital requirements and ongoing operating costs to address these issues can pose major financial challenges; and

WHEREAS, the City of Hoboken in conjunction with the North Hudson Sewerage Authority is making investments in 21st-century water infrastructure in order to:

- **Strengthen the city** by protecting public health and the environment and enhance its attractiveness and livability while making it more resilient to extreme weather events and natural disasters; and
- **Enable economic growth** by delivering safe and adequate drinking water, wastewater and stormwater management services that meet the needs of city residents and businesses today and into the future; and
- **Leverage modern practices** by employing state-of-the-art technologies and best management practices that generate multiple benefits – economic, financial, environmental and social; and
- **Reduce flooding and energy use**, including reduction of localized flooding from storms and water-main breaks and sewer overflows, and enhancing energy efficiency in order to reduce water utility costs and air pollution; and
- **Draw on multiple funding sources and maintain affordability** by establishing adequate, sustainable funding streams to support improved water infrastructure and services while ensuring affordable rates over time for city residents and businesses.

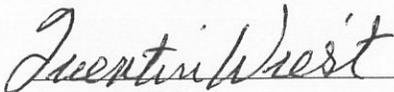
NOW, THEREFORE, it is hereby resolved by the City Council of the City of Hoboken that the City of Hoboken endeavors to commit to the following actions in support of 21st-century water infrastructure:

1. Urging state and federal leaders to support our efforts to upgrade our drinking, sewer and stormwater systems and to promote investments in water infrastructure nationwide through financial and technical assistance; and
2. Upgrading our drinking sewer and stormwater systems in ways that will strengthen our city by employing best practices such as the "Best Practice Solutions for Water Infrastructure in Summary" below; and
3. Sharing our solutions, success stories and annual progress with other municipalities and sewer utilities, through the Urban Water Solutions Initiative.

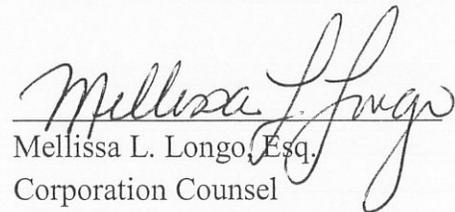
Meeting date: September 2, 2015

APPROVED:

APPROVED AS TO FORM:



 Quentin Wiest
 Business Administrator



 Mellissa L. Longo, Esq.
 Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | | | | |

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

SEP 02 2015



 CITY CLERK

Best Practice Solutions for Water Infrastructure in Summary

Building Support to Reduce Flooding, Protect Public Health and Beautify Our City

- Educating residents and businesses about the ways that water infrastructure upgrades can strengthen our city, such as by reducing flooding, protecting public health, and beautifying areas.
- Involving the public in planning for water infrastructure upgrades including CSO solutions, through online tools and resources, public meetings and community partnerships.

City Revitalization and Economic Growth

- Using a combination of gray- and green-infrastructure techniques that minimizes costs and maximizes community benefits, increasing property values, creating green jobs and building public support.
- Developing a green-infrastructure master plan and integrating it with the CSO Long Term Control Plan and, the city master plan, redevelopment plans and zoning and stormwater ordinances.
- Installing green-infrastructure demonstration projects on city-owned land.
- Creating a green jobs training program.

Sustainability

- Adopting water conservation measures to reduce both water use and sewage generation.
- Enhancing resiliency by integrating climate-change variables, such as for precipitation, extreme rain events, and sea-level rise, into water planning.
- Using new technologies that increase energy efficiency and create renewable energy.

Partnerships and Coordination

- Working with North Hudson Sewerage Authority and the other municipalities it serves to improve the sewage collection system and build green infrastructure and create a regional CSO Long Term Control Plan.
- Building partnerships among community organizations and members, city government staff, regional and statewide nonprofits, universities, developers and property owners to upgrade water infrastructure, including installing green infrastructure.
- Designating a municipal CSO team, including staff from the sewer department or utility, business or finance office, the communications office, and the departments of public works, engineering, planning, transportation and parks, to develop the local parts of the CSO Long Term Control Plan.

Minimizing Costs and Maximizing Affordability

- Establishing adequate, sustainable funding streams to support improved water infrastructure and services while ensuring affordable rates over time for city residents and businesses.
- Optimizing the existing combined sewer and stormwater collection system, through actions such as reducing extraneous flows into the system and cleaning pipes.
- Employing asset-management techniques to prioritize maintenance and upgrades in a business-like fashion in order to reduce emergency repairs and lower long-term costs.

Introduced By: *David M...*
Seconded By: *Jo...*

CITY OF HOBOKEN
RESOLUTION No. _____

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

WHEREAS, The Department of Revenue and Finance of the City of Hoboken has recommended the closure of the following Bank Account which has become dormant:

City of Hoboken Collector of Revenue Premium #2059900802

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

BE IT FURTHER RESOLVED, that Investor Bank, which administers the account noted above shall be furnished with a certified copy of this resolution.

MEETING: September 2, 2015

APPROVED AS TO FORM:

Quentin Wiest
Quentin Wiest
Business Administrator

Melissa Longo
Melissa Longo
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | /// | | | |
| Peter Cunningham | /// | | | |
| James Doyle | /// | | | |
| Jen Giattino | /// | | | |
| Elizabeth Mason | /// | | | |
| David Mello | /// | | | |
| Tim Occhipinti | /// | | | |
| Michael Russo | /// | | | |
| Ravi Bhalla, Council President | /// | | | |

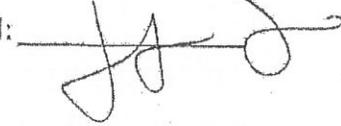
A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 02 2015

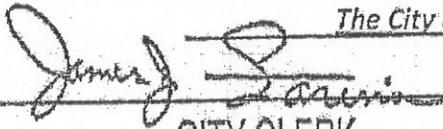
James J. Sarena
CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: **AUG 05 2015**

Sponsored: 

Seconded: 

The City of Hoboken of The County of Hudson
Resolution No.


CITY CLERK

A RESOLUTION TO CANCEL RESERVE FOR TAX SALE PREMIUMS

WHEREAS, there is a reserve for tax sale premiums that has been on the books of the City for a more than five years; and

WHEREAS, N.J.S.A. 54:5-33 provides that tax sale premiums revert to a municipality after five years and these premiums all were received prior to 2010; and

WHEREAS, the Mayor and City Council wish to cancel said balance;

BE IT RESOLVED, by the Governing Body of the City of Hoboken, County of Hudson, New Jersey that the following balance is hereby cancelled:

Trust Funds - Reserve for Tax Sale Premiums: \$459,583.06

BE IT FURTHER RESOLVED, that the amount of \$459,583.06 be transferred from the Trust Funds to the Current Fund and credited to Miscellaneous Revenue Not Anticipated.

Adopted this 5th day of August, 2015
 and certified as a true copy of an original.


 James Farina, Registered Municipal Clerk

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | | | | / |
| David Mello | / | | | |
| Tin Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

From: 2059900802 - Reserve for Tax Sale Premium
 To: Current

CITY OF HOBOKEN
FINANCE DEPARTMENT

Journal Entry
Calendar Year 2015

FUND: Tax Collector Retirement Premium No. General
ledger
8/25/2015

Debit: Account No. 5-22-27355-000-000
Reserve for Old Tax
Sales Lev. Premium
\$ 459,583.06

Credit: Account No. 5-22-101-01-000-004
Tax Collector
Premium Director
Cash \$ 459,583.06

Explanation: To close out per Council
resolution and transfer funds
to General Treasury
Tax Collector Premium

August 25, 2015
01:18 PM

CITY OF HOBOKEN
G/L Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Type: Standard

| Account No. Account Description | Type | Debit | Credit | Description | Date | Seq |
|---|----------------|------------|------------|-------------------------------------|----------|-----|
| 5-22-273-55-000-000 Reserve for Old Tax Sale Lien/Premiums | General Ledger | 459,583.06 | | Tran to current fund close out acct | 08/25/15 | 1 |
| 5-22-101-01-000-004 Tax Collector Premium Investors # 0802 | General Ledger | | 459,583.06 | Tran to current fund close out acct | 08/25/15 | 2 |

Entries: 2 Debits: 459,583.06 Credits: 459,583.06

There are NO errors in this listing.

August 25, 2015
01:19 PM

CITY OF HOBOKEN
G/L Batch Update/Posting Report

Page No: 1

| | | | | | | | | |
|------------|----------------|---|---------------|------------|----------------|------------|----------|------|
| Batch: GDS | Valid Entries: | 2 | Valid Debits: | 459,583.06 | Valid Credits: | 459,583.06 | Ref Num: | 4058 |
|------------|----------------|---|---------------|------------|----------------|------------|----------|------|

CITY OF HOBOKEN
FINANCE DEPARTMENT

Journal Entry
Calendar Year 2015

FUND: Current Fund No. Revenue
8/25/2015

Debit: Account No. 5-01-16-602-001
M R N A

\$ 459,583.06

Credit: Account No. _____

\$ _____

Explanation: _____
To close-out per Council
resolution and transfer funds
to General Treasury
Tax Collector Premium

August 25, 2015
01:16 PM

CITY OF HOBOKEN
Cash Receipts Entry Verification Listing

Page No: 1

| | | | | |
|---------------|------------------------|----------------------|-----------------|--------------------|
| Batch Id: GDS | Deposit Date: 08/25/15 | Batch Type: Standard | Bank Id: I01000 | Current Fund #0762 |
|---------------|------------------------|----------------------|-----------------|--------------------|

| Account No. | Type | Account Description | Check | Bank Name | Amount | Seq |
|--|----------------------|-------------------------------------|----------|--------------------|------------|-----|
| Source | Source Name | Entry Description | Bank | | | |
| 5-01-16-602-001 | Revenue | Misc Revenue Not Anticipated | TRANSFER | | 459,583.06 | 1 |
| RMISC | ANTICIPATED REVENUES | TRan for TAX Collector Premium Acct | I01000 | Current Fund #0762 | | |
| Db: 5-01-101-01-000-004 Cash- Current Fund Investors Bank 0762 Cr: 5-01-194-09-000-000 UNANTICIPATED REVENUE | | | | | | |

Entries: 1 Amount: 459,583.06

There are NO errors or warnings in this listing.

August 25, 2015
01:17 PM

CITY OF HOBOKEN
Cash Receipts Batch Update/Posting Report

Page No: 1

Batch: GDS Updated Entries: 1 Updated Amount: 459,583.06 Ref Num: 28762

Email | Help | Log Out



Welcome, George DeStefano
last logged in 08/25/2015 12:59 PM EST

Administration Account Activities & Reporting Payments & Transfers Online Requests

Account Transfer Confirmation

Expand All Transfers

Transfer 1 - Aug 25 2015 13:02:52 EST Ref: 307831

From Account 2059900802 - Collector Rev Premium CITY OF HOBOKEN \$459,583.06

To Account 2059900762 - General Fund CITY OF HOBOKEN \$459,583.06

Transfer Memo Close out account and transfer funds to general

8/25/2015

Investors Bank

Email | Help | Log Out

*Per Council Resolution
of 8/5/2015 transfer funds
to General Treasury*

\$ 459,583.06

Sponsored By: *Dain...*
Co-Sponsored By: *Jo...*

RESOLUTION NO. _____

AUTHORIZING SUBMISSION OF 2015 APPLICATION AND ACCEPTANCE OF ANY GRANT RECEIVED FOR THE HUDSON COUNTY OFFICE OF CULTURAL & HERITAGE AFFAIRS/TOURISM DEVELOPMENT FOR LOCAL ARTS PROGRAM GRANT FUNDS FOR THE SUMMER ENCHANTED EVENINGS PERFORMANCE SERIES

WHEREAS, the City of Hoboken has, for many years, been the recipient of funds for the Summer Enchanted Evenings Series through the Hudson County Office of Cultural & Heritage Affairs/Tourism Development; and

WHEREAS, the Hudson County Office of Cultural & Heritage Affairs/Tourism Development has once again invited the City of Hoboken to submit an application for funding for 2016 Local Arts Program Funds (LAP).

NOW THEREFORE, BE IT RESOLVED, that the City of Hoboken will submit an application for such funds, which has no city funded match, and may thereafter accept any funds awarded; and

BE IT FURTHER RESOLVED, that the Mayor, or her designee, is hereby authorized on behalf of the City of Hoboken to:

1. Execute and submit such application to the Hudson County Office of Cultural & Heritage Affairs/Tourism Development;
2. Furnish such documents as may be required;
3. Act as authorized correspondent of the City of Hoboken;
4. Execute necessary contracts, if funding is awarded, subject to Council approval if a certification of funds becomes required.

Meeting Date: September 2, 2015

Reviewed: *Quentin Wiest*
Quentin Wiest, Business Administrator

Approved as to form: *Melissa Longo*
Melissa Longo, Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|-----------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| President Ravi Bhalla | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 02 2015

James J. Sarina
CITY CLERK

Introduced by

Seconded by:

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

**COMPREHENSIVE PROGRAM FOR THE ELDERLY
Home Support & Adult Day Care CY 2015**

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 \$125,097.00 from the County of Hudson and Department of Health & Human Services and wishes in CY 2015 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2015 in the sum of.....\$125,097.00 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:
Hudson County Revenues Off-set with
Appropriations:
Home Support & Adult Day Care \$125,097.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....\$125,097.00 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:
Hudson County Revenues Off-set with
Home Support & Adult Day Care \$125,097.00

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: September 2, 2015

Reviewed By:

Quentin Wiest

QUENTIN WIEST
Business Administrator

Approved as to Form:

Melissa Longo

MELLISSA LONGO
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

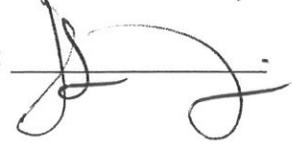
A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

SEP 02 2015

James J. Sarino

CITY CLERK

Introduced by  24

Seconded by: 

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

Byrne Justice Assistance Grant (JAG) CY 2015

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 \$15,926.00 from the Office of Hudson County Prosecutor and wishes in CY 2015 Budget to include this amount as a revenue with a City Match \$1,498.00.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2015 in the sum of.....\$15,926.00

which is now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:

Appropriation:

JAG Justice Assist Grant O/E \$15,926.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....\$15,926.00 be and the same is hereby appropriated under the caption of:

General Appropriations:

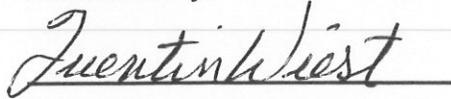
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:

JAG Justice Assist Grant O/E \$15,926.00

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

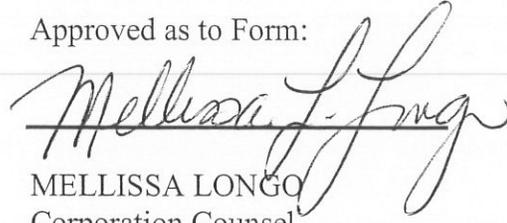
MEETING DATE: September 2, 2015

Reviewed By:



QUENTIN WIEST
Business Administrator

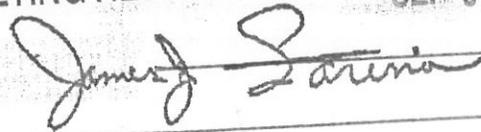
Approved as to Form:



MELLISSA LONGO
Corporation Counsel

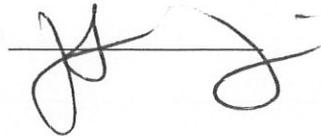
| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015



CITY CLERK

Introduced by 

Seconded by: 

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

Municipal Alliance Grant CY 2015

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 \$43,200.00 from the County of Hudson and Department of Health & Human Services and wishes in CY 2015 Budget to include this amount as a revenue with a City Match of \$10,800.00.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2015 in the sum of.....\$43,200.00

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:

Hudson County Revenues Off-set with
Appropriations:

| | |
|--------------------------|-------------|
| Municipal Alliance Grant | \$43,200.00 |
| City Match | \$10,800.00 |

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....\$43,200.00 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:

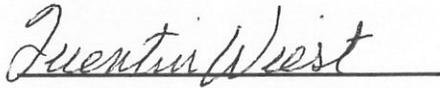
Municipal Alliance Grant
City Match

\$43,200.00
\$10,800.00

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

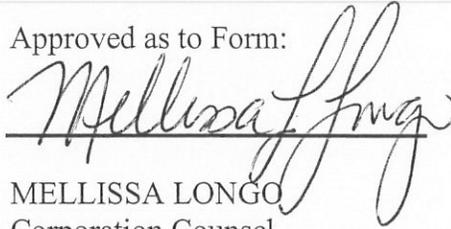
MEETING DATE: September 2, 2015

Reviewed By:



QUENTIN WIEST
Business Administrator

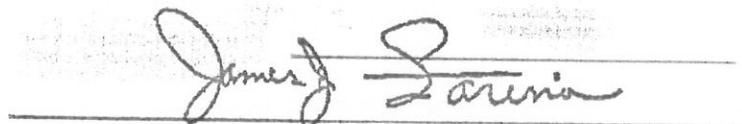
Approved as to Form:



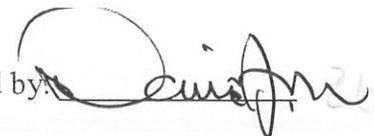
MELLISSA LONGO
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|-----------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: **SEP 02 2015**



CITY CLERK

Introduced by: 

Seconded by: 

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

State Local Cooperative Housing Inspection Program CY 2015

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 \$44,736.00 from the Department of Community Affairs and wishes in CY 2015 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2015 in the sum of.....\$44,736.00 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: | |
| Department of Community Affairs: | |
| Housing Inspection Program | \$44,736.00 |

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....\$44,736.00 be and the same is hereby appropriated under the caption of:

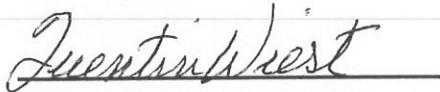
General Appropriations:

| | |
|---------------------------------------|-------------|
| (a) Operations Excluded from CAPS | |
| State and Federal Programs Off-Set by | |
| Revenues: | |
| Department of Community Affairs | |
| Housing Inspection Program | \$44,736.00 |

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

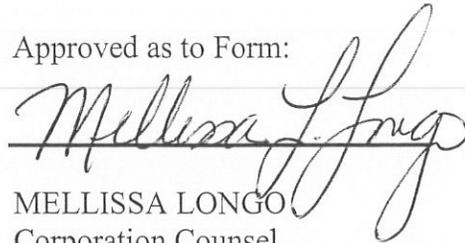
MEETING DATE: September 2, 2015

Reviewed By:



QUENTIN WIEST
Business Administrator

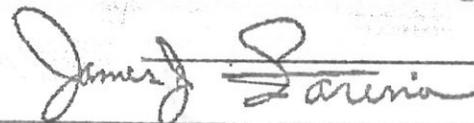
Approved as to Form:



MELLISSA LONGO
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015



CITY CLERK

Introduced By

[Handwritten signature] 27

Second By:

[Handwritten signature]

**CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

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

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

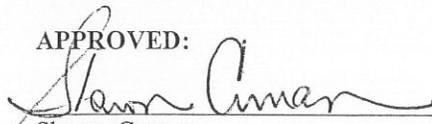
NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling \$31,619.49

| <u>NAME</u> | <u>BL/LT/UNIT</u> | <u>PROPERTY</u> | <u>QTR/YEAR</u> | <u>AMOUNT</u> |
|--|-------------------|----------------------|----------------------|---------------|
| Neal & Charyn Goldenberg 282 Joshua Lane Wyckoff, NJ 07481 | 269.02/1/C0420 | 1450 Washington St | 3&4/14-1&2/15 | \$10,184.19 |
| Kajs Cappello 734 Adams Street Hoboken, NJ 07030 | 84/14/C00G2 | 734 Adams St | 1&2/15 | \$ 249.90 |
| Andrea Megaris 222 Grand St #4D Hoboken, NJ 07030 | 41/10.02/C004D | 222 Grand St | 1 st /15 | \$1,496.19 |
| Christina Yen 700 First Street #12E Hoboken, NJ 07030 | 25/1/C012E | 700 First St | 2 nd /15 | \$2,016.69 |
| Hsu, Hau Tan, Hye Woon Yoon 501 Adams Street #4E Hoboken, NJ 07030 | 70/1/C004E | 501 Adams St | 2 nd /15 | \$1,499.37 |
| Alexander Adashev 609 Jefferson St #5C Hoboken, NJ 07030 | 77/6/C05-C | 609-613 Jefferson St | 3 rd / 14 | \$2,254.13 |
| Andrew R. Stadelberger 233 Grand St #2R Hoboken, NJ 07030 | 42/14.02/C002R | 233 Grand St | 3 rd /14 | \$ 656.87 |

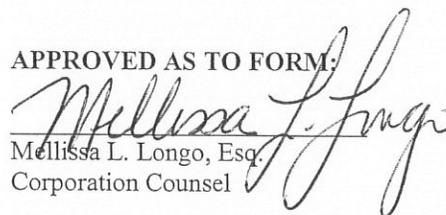
| <u>NAME</u> | <u>BL/LT/UNIT</u> | <u>PROPERTY</u> | <u>QTR/YEAR</u> | <u>AMOUNT</u> |
|---|-------------------|--------------------|---------------------|---------------|
| Corelogic P.O. Box 961250 Fort Worth, TX 76161 Attn: Refund Department | 261.01/1/C0531 | 1100 Maxwell Lane | 1 st /15 | \$2,289.09 |
| Fan Huang 255 Alfred Ave., Englewood Cliffs, NJ 07632 | 29/25/C003L | 118 Jefferson St | 4/14-1-2&3/15 | \$3,646.48 |
| Corelogic P.O. Box 961250 Fort Worth, TX 76161 Attn: Refund Department | 76/11.01/C16-A | 634 Jefferson St | 3 rd /14 | \$2,760.70 |
| Corelogic Tax Service 1 Corelogic Drive/DFW 1-4 Westlake, TX 76262 | 159/20.02/C03-A | 708 Willow Ave | 2 nd /14 | \$1,349.44 |
| Robert & Cheryl Bucina 715 Fairacres Ave. Westfield, NJ 07090 | 26/21/C002B | 128-130 Jackson St | 1 st /15 | \$2,205.19 |
| Francis J. Povall 327 Monroe Street #7 Hoboken, NJ 07030 | 48/14/C0007 | 327 Monroe St | 3 rd /15 | \$1,011.25 |

Meeting date: September 2, 2015

APPROVED:


Sharon Curran
Tax Collector

APPROVED AS TO FORM:


Melissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 02 2015


CITY CLERK

Introduced By: [Signature] 28
 Second By: [Signature]

**CITY OF HOBOKEN
 RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS
 STATE TAX COURT**

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling \$28,117.32

| <u>NAME</u> | <u>BL/LOT/UNIT</u> | <u>PROPERTY</u> | <u>YEAR</u> | <u>AMOUNT</u> |
|---|--------------------|---------------------|-------------|---------------|
| Scanlon & Scanlon, P.C. 90 Hudson Street, 2 nd Floor Hoboken, NJ 07030 | 245/10/CCOMM | 51-53 Fourteenth St | 2014 | \$25,689.72 |
| Schneck Law Group, LLC 301 Livingston Avenue, Suite 105 Livingston, NJ 07039 | 219/1 | 801 Washington St | 2014 | \$ 2,427.60 |

Meeting date: September 2, 2015

APPROVED:

APPROVED AS TO FORM:

[Signature]
 Sharon Curran
 Tax Collector

[Signature]
 Mellissa L. Longo, Esq.
 Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |

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

SEP 02 2015

[Signature]
 CITY CLERK

Introduced by: *Davis J. Me*
Seconded by: *H. J.*

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE A CONTRACT FOR ELECTRICAL GENERATION SERVICES FOR THE CITY OF HOBOKEN BY THE SUCCESSFUL BIDDER AT AN ONLINE REVERSE AUCTION TO BE HELD IN SEPTEMBER 2015

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

WHEREAS, the City of Hoboken is desirous of conducting an online reverse auction for energy generation services in September 2015; and

WHEREAS, the City of Hoboken elects to utilize the online auction services of T&M Associates, an approved vendor pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED that the City of Hoboken hereby authorizes the conduct of an online reverse auction for energy generation services with T&M Associates during the month of September 2015; and

BE IT FURTHER RESOLVED that the Mayor or her designee is hereby authorized to execute the electric supply contract presented by the participating supplier submitting the successful bid in the T&M Associates online reverse auction for energy generation services.

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

Meeting date: September 2, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

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

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | ✓ | | | |
| Peter Cunningham | ✓ | | | |
| James Doyle | ✓ | | | |
| Jen Giattino | ✓ | | | |
| Elizabeth Mason | ✓ | | | |
| David Mello | ✓ | | | |
| Tim Occhipinti | ✓ | | | |
| Michael Russo | ✓ | | | |
| Ravi Bhalla, Council President | | | | |

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

SEP 02 2015

James J. Sarnia
CITY CLERK

**REQUEST FOR BIDS
FOR
ELECTRIC SUPPLY SERVICE
FROM
NJBPU LICENSED THIRD PARTY ELECTRIC SUPPLIERS**

City of Hoboken, Hudson County, NJ

ISSUED: SEPTEMBER X, 2015

SUPPLIER PRE-QUALIFICATION PACKAGES DUE: SEPTEMBER X, 2015

REVERSE AUCTION DATE: SEPTEMBER X, 2015

P R E P A R E D B Y:

T & M ASSOCIATES

CONSULTING & MUNICIPAL ENGINEERS

ELEVEN TINDALL ROAD

MIDDLETOWN, NEW JERSEY 07748

PROJECT NO. HOBK00040

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THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL
PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF T&M
ASSOCIATES IS PROHIBITED.**

NOTICE TO BIDDERS

Notice is hereby given that the **City of Hoboken, Hudson County**, New Jersey is issuing a Request for Bids (RFB) for **ELECTRIC SUPPLY SERVICE from NJBPU LICENSED THIRD PARTY ELECTRIC SUPPLIERS**. Bids will be received through an internet based transaction called a reverse auction on **September X, 2015**. Bids are being requested for two types of accounts, namely Fixed Price GLP Accounts and Fixed Price LPLS.

Contracts will be on a Full Requirements Service basis. For the Fixed Price GLP Accounts, separate bids are being solicited for a twelve (12) month contract and a twenty four (24) month contract beginning in **November 2015**. For the GLP Accounts, bids are being solicited for a twelve (12) month contract beginning in **November 2016**.

Documents regarding this solicitation can be secured from T&M Associates at the following link: <https://tandm.procurement.com>. The contracts will be on a Full Requirements Service basis. For the auction schedule, please download the Request for Bids (RFB) documents provided at: <https://tandm.procurement.com>.

As outlined in the RFB, prior to the reverse auction, all interested bidders must submit a Pre-Qualification package. The required documents are included in the RFB and are due no later than 1:00 p.m. on **September X, 2015**. If a Supplier submits an incomplete Pre-Qualification Package, deficiencies may be cured by 1:00 p.m. on **September X, 2015**. Pre-Qualification Packages are to be submitted to the City's Energy Consultant, **T&M Associates to Tara Pasca, CEP, Project Manager, T&M Associates, 1256 North Church St, Moorestown, NJ 08057**. Pre-Qualification Packages may also be submitted via email to tpasca@tandmassociates.com.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, 42 U.S.C. § 12101, et seq., and N.J.S.A.52:32-44, et seq.

The **City** reserves the right to reject any or all bids, in whole or in part, and not enter into a contract if it is decided to be in the best interest of the **City**.

**BY ORDER OF THE CITY OF HOBOKEN
QUENTIN WIEST
BUSINESS ADMINISTRATOR**

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I. INTRODUCTION

On behalf of the **City of Hoboken** (the “**City**”) T&M Associates (“T&M”), acting as Energy Consultant, is issuing this Request for Bids (RFB) for Electric Supply Service on a Full Requirements Service basis. The accounts would otherwise be part of the Fixed Price GLP and Fixed Price LPLS rate classes if they were to continue to receive Basic Generation Service (BGS) from the Electric Distribution Company (EDC).

Appendix A to this RFB contains a list of Accounts which are included in this procurement. A spread sheet which contains the following information for each account included is available for download at <https://tandm.procureport.com>: account number, EDC, rate class, 12 months historical usage, service address and billing address.

Through issuance of the RFB, the City is procuring Full Requirements Service for certain Facilities. The estimated historical usage for each account type is listed below –

| Account Type | EDC Account Number | Estimated 12 Month Historical Usage |
|---------------------|--|--|
| GLP | See Appendix A for a full list of accounts | 3,350,200 |
| LPLS | See Appendix A for a full list of accounts | 680,800 |

The announcement of this bid package was advertised in the *Jersey Journal*, *Bergen Record* and *Star Ledger* and is being emailed to NJBPU Licensed Third Party Suppliers having an ‘Active’ status as indicated on the website. The City intends to enter into an Electric Supply Service Agreement on **September X, 2015** with the successful Bidder, in the form attached to this RFB as Appendix B. The Supplier will arrange for the delivery of Full Requirements Service to the City for the term awarded in accordance with the Pricing Form.

The City has chosen to use an internet based transaction platform referred to as an online reverse auction provided by T&M Associates. The reverse auction will provide the City with a more dynamic bidding experience as well as price transparency.

The lowest-priced responsible bidder (the “Supplier”) will enter into the Agreement with the City. The Agreement is attached hereto as Appendix B. Pursuant to the Agreement, the Supplier shall provide Full Requirements Service for each account beginning on the Commencement Date and ending on the Termination Date. The winning Supplier will be notified no later than 1:00 p.m. on **September X, 2015** of the intent to award, and a signed contract will be provided via email no later than 3:00 p.m. the same day.

Under New Jersey law, bids that include “material exceptions” to the Agreement will be deemed unresponsive.

Capitalized terms used in this RFB and not otherwise defined shall have the meaning given thereto in the Agreement.

II. PURPOSE OF REQUEST FOR BIDS

The sole purpose of this RFB is to solicit bids from Third Party Suppliers (“the Bidders”) capable of providing Electric Supply Service to the City for a term beginning on the Commencement Date and ending on the Termination Date. All Bids submitted in response to this RFB shall be considered an offer to provide Full Requirements Service to the City Facilities. All Suppliers bidding on this procurement must be registered with the New Jersey Board of Public Utilities (NJBPU) and should have knowledge of government entities and Local Public Contracts Law.

III. SCOPE OF WORK

Below are the services that the City will require from the winning Supplier in accordance with the Agreement included as Appendix B to this RFB:

A. Provide Full Requirements Service and any other services necessary to ensure provision of Full Requirements Service to the City for the term beginning on the Commencement Date and ending on the Termination Date;

B. Submit to the City monthly bills from the Supplier for the provision of Full Requirements Service pursuant to the Agreement. The City prefers to continue receiving a single bill from the Electric Distribution Company, commonly referred to as “consolidated” or “single” billing for both Full Requirements service and Distribution service. Having this capability will relieve administrative burden and contribute to a more rapid payment of invoices. The Supplier shall be permitted to decide whether the City will receive either (i) a consolidated bill from the Electric Distribution Company, or (ii) a separate bill from the Supplier for Full Requirements Service and a separate bill from the Electric Distribution Company for Distribution service. While consolidated/single billing is not a requirement, it is preferred. If consolidated billing is denied by the EDC, the Supplier MUST immediately enroll the account for dual billing to ensure service begins on the Commencement Date.

IV. LEGAL AUTHORITY

A. Electric Discount and Energy Competition Act

The passage of the Electric Discount and Energy Competition Act, P.L. 1999, Chapter 23, approved February 9, 1999, Assembly, No. 16, as amended (the “Act”), and

the promulgation of the Government Energy Aggregation Program Standards, N.J.S.A. 48:3-89, 91, 92, 93.1 through 93.3, and 94; 48:3-85, by the BPU, provides local governments with an opportunity to experience meaningful savings on the purchase of Electric Generation Service. The Act declared it to be in the public interest to: (i) authorize the BPU to permit competition in the electric generation marketplace in order to reduce the aggregate energy rates historically paid by New Jersey consumers; (ii) provide for regulation of new market entrants in the areas of safe, adequate and proper service and customer protection; (iii) relieve electric public utilities from traditional utility rate regulation in the provision of services which are deemed to be provided in a competitive marketplace; and (iv) provide the BPU with ongoing oversight and regulatory authority to monitor and review composition of the electric generation marketplace in New Jersey.

The Act provides that government entities, such as the City, are permitted to contract for Electric Generation Service pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11 et seq. (the "Local Public Contracts Law").

B. Local Public Contracts Law

Subject to certain inapplicable exceptions, the Local Public Contracts Law sets forth that every contract or agreement for the performance of any work or the furnishing or hiring of any materials or suppliers, the cost of which is to be paid with or out of public funds, shall be made or awarded only after public advertising for bids and bidding therefor. The purpose of public bidding requirements of the Local Public Contracts Law is to guard against favoritism, improvidence, extravagance and corruption, and to secure for the public open and free competition.

Pursuant to Local Public Contracts Law, the City will not waive any material defects in the bid. Bidders must fill out and provide all forms as required in this RFB and may not take exception to any material provision in the Agreements.

All purchases, contracts or agreements requiring public advertisement for bids shall be awarded to the lowest-priced responsible Bidder.

V. SUBMISSION OF BIDS

Three (3) reverse auctions will take place on **September X, 2015** in accordance with the following schedule:

| Account Type | Contract Length | Start Time | End Time |
|--------------|-----------------|------------|------------|
| PSE&G GLP | 12 Month | 10:00 a.m. | 10:30 a.m. |
| PSE&G LPLS | 12 Month | 10:00 a.m. | 10:40 a.m. |
| PSE&G GLP | 24 Month | 10:00 a.m. | 10:50 a.m. |

Please note: this schedule is subject to change. If necessary, an updated reverse auction schedule will be provided to all Bidders who submit a complete Pre-Qualification Package prior to the reverse auction. All Bids submitted through the reverse auction will be considered binding on the Bidder.

Prior to the reverse auction, Bidders must submit a Pre-Qualification Package that includes each of the materials provided for your convenience in Appendix C as well as a copy of its New Jersey Business Registration Certificate, and a copy of its current Electric Supplier license (provisional or final), as issued by the New Jersey Board of Public Utilities to **Tara Pasca, CEP, Project Manager, T&M Associates, 1256 North Church Street, Moorestown, NJ 08057.**

Pre-Qualifications Packages must be received no later than 1:00 p.m. on **September X, 2015**. Bidders will be notified by close of business (5:00 p.m. Eastern Time) on **September X, 2015** if any materials are deficient in any manner. If Bidders are notified by the City's Energy Consultant, T&M Associates, that corrective actions are necessary, they will have until 1:00 p.m. on **September X, 2015** to cure such deficiencies. Please be advised that only Bidders that have provided the mandatory paperwork by the deadlines above will be granted permission to take part in the reverse auction.

Schedule and bidding instructions for the reverse auction as well as pricing format are provided at <https://tandm.procureport.com>. All bids must be submitted by the close of the auction. All bidders participating in the reverse auction are encouraged to submit their lowest bid before the auction clock hits zero. Once the reverse auction has ended no further bids will be accepted.

There will be a question and answer period facilitated through email. Bidders must submit all questions pertaining to this RFB to Tara Pasca of T&M Associates at tpasca@tandmassociates.com before 1:00 p.m. Eastern Time on **September X, 2015**. Both questions and answers will be posted and made available to all Bidders at <https://tandm.procureport.com> by 1:00 Eastern Time on **September X, 2015**.

All bids must be received through the electronic auction provided at <https://tandm.procureport.com> unless technical difficulty offers. In the event that a Bidder experiences technical difficulties regarding the electronic auction, please contact **Tara Pasca of T&M Associates at 856-505-3848 or tpasca@tandmassociates.com**. In the rare case that technical difficulty occurs, bids from approved Third Party Suppliers can be submitted to **Tara Pasca of T&M Associates at tpasca@tandmassociates.com**.

The City hereby reserves the right to reject any and all bids and not enter into the Agreement with any Bidder for any reason. The City also reserves the right to waive any informalities or omissions in any bid.

The City, along with its Energy Consultant, T&M Associates, will select a pricing product and contract term that provides, in its judgment, the most benefit, and will award a contract to the lowest responsive and responsible Bidder for the selected pricing product and contract term.

The costs and expenses associated with the preparation of a bid will be at the sole cost and expense of the Bidder. In no event will a bidder have a claim against the City, its staff, its consultants or agents for reimbursement of any such costs or expenses.

VI. BIDDER QUALIFICATIONS

The following evidence of Bidder Qualifications must be provided by the Bidder:

1. Electric Power Supplier License (provisional or final), as issued by the New Jersey Board of Public Utilities;
2. Information regarding any complaint relating to the provision of Electric Generation Service filed against the Bidder since being licensed by the BPU; and

A. Pricing

Bid prices shall be stated for Full Requirements Service only and shall be exclusive of distribution charges and any other charges imposed by the Electric Distribution Company.

All costs to provide Full Requirements Service to the facilities up to the Delivery Point are to be included in the bid prices. This includes, but is not limited to all applicable taxes, duties and fees, coordination costs, capacity, transmission, line losses, supplier margin, Consultant administrative fee, sales and use tax (but not New Jersey Sales Tax), and is in compliance with Renewable Portfolio Standards ("RPS") standards.

B. Full Requirements Service

This agreement will not be on a take or pay basis. Since it is impossible to determine the precise quantities of Full Requirements Service that will be needed during the term of the Agreement, the Supplier shall be responsible for furnishing all of the City's Facilities requirements during the term of the Agreement. The City shall purchase Full Requirements Service equal to its full requirements for the City Facilities from the Supplier at the contract price. ~~The Supplier should be aware that due to the conditions caused by damage in the wake of Superstorm Sandy, several City facilities were out of electric service and unusable during the winter and spring of 2013. The City's Facilities full requirements are for all accounts shown in the Account List, Appendix A.~~

C. Administrative Fee

The City has retained T&M Associates as their Energy Consultant to assist in the preparation of the RFB and procuring Full Requirements Service to the City. The Supplier will pay an Administrative Fee for all accounts served under the Agreement. T&M Associate's fee will be \$0.002/kWh for which the Supplier has received payment from the City. This fee will be paid by the Supplier directly to **T&M Associates** in accordance with the payment instructions document found at <https://tandm.procureport.com>. An Administrative Fee Agreement will be forwarded to the winning Supplier for signature after the Agreement has been awarded, unless said Supplier already has a Broker Agreement in place with T&M Associates.

D. Bid Items Checklist

The Bid Items Checklist to be completed is attached hereto as Appendix C and must be submitted with the Pre-Qualification Package.

E. Transmittal Letter

The Transmittal Letter to be completed is attached hereto as Appendix C and must be submitted with the Pre-Qualification Package. The Transmittal Letter has been crafted to include items, which would otherwise be included as general conditions of the Bid. Therefore, any variance taken with regard to the substance of the Transmittal Letter may be cause for rejection of the Bid.

F. Disclosure of Ownership

The Disclosure of Ownership to be completed is attached to this RFB as Appendix C and must be submitted with the Pre-Qualification Package.

G. Non-Collusion Affidavit

The Non-Collusion Affidavit to be completed is attached to this RFB as Appendix C and must be submitted with the Pre-Qualification Package.

H. New Jersey Business Registration Requirements; Collection of Use Taxes

The Supplier must submit a copy of its valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey. The certificate must be submitted with the Suppliers Pre-Qualification Package, a sample is provided in Appendix C.

1. No contract shall be entered into by the City unless the contractor provides a copy of its business registration (as defined in N.J.S.A. 52:32-44). Proof of valid business registration must be submitted with the contractor's Pre-Qualification package due on **September X, 2015**.

2. A Subcontractor shall provide a copy of its business registration to the contractor who shall forward it to the City. No contract with a subcontractor shall be entered into by the contractor under any contract with the City unless the subcontractor first provides proof of valid business registration. The contractor shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.
3. The contractor shall maintain and submit to the City a list of subcontractors and their addresses, updated from time to time during the course of the contract. A complete and accurate list shall be submitted before final payment is made for goods or services rendered or for construction of a construction project under the contract.

For the term of this contract, a contractor or a contractor with a subcontractor that enters into the Agreement with the City, and each of the affiliates of the contractor or subcontractor (as defined in N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury then use tax due pursuant to the "sales and Use Tax Act", P.L. 1966.c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

I. Equal Employment Opportunity Questionnaire

The Equal Employment Opportunity Questionnaire to be completed is attached hereto as Appendix C and must be submitted with the Pre-Qualification Package.

J. Acknowledgement of Receipt of Addenda or Revisions

The Acknowledgment of Receipt of Addenda or Revisions to be completed is attached hereto as Appendix C and must be submitted with the Pre-Qualification Package.

K. Iran Investment Disclosure Form

The Iran Investment Disclosure Form to be completed is attached hereto as Appendix C and must be submitted with the Pre-Qualification Package.

VII. SELECTION PROCESS

A representative of the City will be present at the auction to ensure that, if an award is made, that the contract will be signed and returned to the lowest responsible bidder no later than 3:00 P.M. on **September X, 2015**. In a rare case of equal or tie bids, the City reserves the right to award the Agreement(s), at its sole discretion, to anyone of the equal or tie bidders.

To determine whether a bidder is responsible, consideration may be given to the Bidder's financial and technical qualifications, reputation within the industry, experience,

and ability to provide Full Requirements Service to the City in a timely manner over the course of the contract.

The City shall award the Agreement(s) or reject all bids on or before 3:00 p.m. on **September X, 2015** and bidders must hold their prices firm until at least that time. If the City determines, based upon the bids received on **September X, 2015**, that none of the bids for some or all tariff groups is in the best interests of the City, bids for such tariff groups will be rejected and no award will be made. In such an event, the City will accept refreshed bids on a date to be announced for the bid groups not awarded, and all NJBPU licensed Third Party Suppliers will receive notice thereof.

VIII. GENERAL REQUIREMENTS

All quantities of Full Requirements Service ordered by the City under the Agreement shall be considered Firm and guaranteed for delivery by the Supplier to the Delivery Point(s). The Supplier shall be liable for any and all fines, charges, penalties and other expenses assessed by the EDC to the City for the failure of Supplier to provide Full Requirements Service pursuant to the Agreement and shall indemnify and hold harmless the City's Indemnified persons from and against any and all losses relating to such failure.

Beginning on the contract date, the Supplier shall be responsible for taking all steps necessary, including timely submittal of an enrollment request to the Electric Distribution Company, to have all of the accounts of the City transferred from the current Supplier for the purpose of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date. Provided that it takes all necessary steps in a timely manner, Supplier shall not be responsible for errors or omissions of the Electric Distribution Company that result in a delay of account enrollment.

The City reserves the right to correct any all clerical or other typographical errors made by the Bidder in its provision of the information outlined above that is required to be part of the Agreement.

The Supplier will be expected to comply with the Affirmative Action and Americans with Disabilities Act provisions set forth in Appendix C of this RFB.

IX. CLARIFICATION OR MODIFICATION OF REQUEST FOR BIDS

The City reserves the right to modify this RFB by issuing addenda at any time before the Submission date. These addenda will be numbered and distributed to all Third Party Suppliers who have received this RFB. The City will also advertise notice of each addendum issued at <https://tandm.procureport.com> in accordance with Local Public Contracts Law. These addenda will be issued by, or on behalf of, the City and will be considered part of this RFB. Each Bidder is required to acknowledge receipt of all addenda at the time of the submission of their Pre-Qualification Package due on **September X, 2015**. All responses to

this RFB shall be prepared with full consideration of any and all addenda issued before **September X, 2015.**

APPENDIX A

FIXED PRICE GLP ACCOUNTS

| | | |
|----------------------|----------------------|----------------------|
| PE000007930940739629 | PE000011457844625177 | PE000011822645523228 |
| PE000007967130125177 | PE000011514542723158 | PE000011822646323228 |
| PE000007967132725177 | PE000011617193525177 | PE000011822647121313 |
| PE000008209568825177 | PE000011617202425177 | PE000011822649723228 |
| PE000008209571225177 | PE000011700951425177 | PE000011822650523228 |
| PE000008451184925177 | PE000011758987925177 | PE000011822651323228 |
| PE000008657387039643 | PE000011820581421313 | PE000011822657023228 |
| PE000008694064025177 | PE000011821838722468 | PE000011822661223228 |
| PE000008694066525177 | PE000011822343722468 | PE000011822662023228 |
| PE000008937538025177 | PE000011822511922468 | PE000011822670323228 |
| PE000009144893639656 | PE000011822518422468 | PE000011822671123228 |
| PE000009179148323287 | PE000011822553123158 | PE000011822672923228 |
| PE000009180470825177 | PE000011822625721313 | PE000011822687721313 |
| PE000009264895525177 | PE000011822627321313 | PE000011822692723228 |
| PE000009424220325177 | PE000011822628121313 | PE000011822716422461 |
| PE000009666185523287 | PE000011822629921313 | PE000011822717222461 |
| PE000009667446039615 | PE000011822634923228 | PE000011822779221313 |
| PE000009667452825177 | PE000011822635623228 | PE000011822780021313 |
| PE000009667453625177 | PE000011822636423228 | PE000011822783421313 |
| PE000009807431325177 | PE000011822637223228 | PE000011822784221313 |
| PE000010152768739666 | PE000011822638023228 | PE000011822785921313 |
| PE000010152769539666 | PE000011822639823228 | PE000011822786721313 |
| PE000010397839125177 | PE000011822640623228 | PE000011948575350303 |
| PE000010979135023158 | PE000011822641421313 | PE000009631415825177 |
| PE000011129720625177 | PE000011822643023228 | |
| PE000011373334925177 | PE000011822644823228 | |

FIXED PRICE LPLS ACCOUNT

| | |
|-----------------|----------------------|
| City of Hoboken | PE000010004933743276 |
|-----------------|----------------------|

APPENDIX B
ELECTRIC SUPPLY SERVICE AGREEMENT

between

The City of Hoboken, Hudson County, NJ

and

Dated

September X, 2015

This ELECTRIC SUPPLY SERVICE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2015, by and between the **City of Hoboken, Hudson County, NEW JERSEY**, with offices at **94 Washington ST, Hoboken, NJ 07030** (the "City") and _____, a [corporation] organized and existing under the laws of the State of _____, (the "Supplier").

RECITALS

WHEREAS, the City issued an Notice to Bidders for an Electric Supply Service Agreement and accepted the Supplier's bid as the lowest responsible bid; and

WHEREAS, the City has been authorized to enter into this agreement by its governing board through the adoption of a resolution authorizing such participation and acceptance as the result of competitive public bidding pursuant to Local Public Contracts Law, N.J.S.A. 40A:11 et seq.; and

WHEREAS, the bid specifications included those estimated quantities of electric generation service ("Full Requirements Service") needed by the City; and

WHEREAS, certain Federal and New Jersey Statutes and administrative Rules and Regulations govern the electric utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

WHEREAS, certain of the Applicable Legal Authorities provide for the restructuring of the electric industry in the State of New Jersey (the "State") from that of a regulated public utility service to allow access to the electric public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

WHEREAS, the Supplier is thus licensed by the New Jersey Board of Public Utilities to provide Electric Generation Service to customers in the State, and has been issued Board License Number [_____]; and

WHEREAS, the Applicable Legal Authorities provide that with implementation of such access to the Electric Distribution Company's local distribution system, the Electric Distribution Company will continue to serve as the exclusive electric distribution provider within its Service Territory; and

WHEREAS, in accordance with the Applicable Legal Authorities, customers may purchase Full Requirements Service from licensed suppliers.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

“Act” means the Electric Discount and Energy Competition Act (“EDECA”), N.J.S.A. 48:3-49 et seq., (also P.L. 1999, Chapter 23, approved February 9, 1999, Assembly, No. 16, as amended).

“Administrative Fee” means that fee which will be paid by the Supplier to T&M Associates in accordance with the agreement between the Supplier and T&M Associates.

“Agreement” means this Electric Supply Service Agreement between the City and the Supplier for provision of Electric Supply Service.

“Ancillary Services” means electricity services and products not included in the definitions of Energy, Capacity, Distribution, or Transmission. These services include all PJM administrative charges and other generation-related services and products necessary for stability of the transmission grid.

“Applicable Law” means any law, rule, code (including, but not limited to, building codes), standard, regulation, requirement, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued or deemed to be issued by, any governmental body having jurisdiction, applicable from time to time to any obligations of the parties under this Agreement.

“Basic Generation Service” means Electric Generation Service that is provided pursuant to Section 9 of the Act to any customer account that has not chosen an alternative Electric Power Supplier, whether or not the customer has received offers as to competitive supply options, including, but not limited to, any customer that cannot obtain such service from an Electric Power Supplier for any reason, including non-payment for services. Basic Generation Service is not a competitive service and is fully regulated by the BPU.

“Billing Period” means, with respect to each account, the period between monthly meter read dates during the term of this Agreement for such account.

“BPU” means the New Jersey Board of Public Utilities, or any successor state agency.

“Buyer” means the Party to a Transaction that is obligated to purchase and receive, or cause to be received, the Product, as specified in the Transaction.

“Capacity” means the ability to provide a specified quantity of Electricity on demand to an electrical bus or to a metered point-of-use electric account through the rated capabilities of the distribution and transmission equipment installed and connected to transmit said electricity, as measured in kilowatts (“kW”) or megawatts (“MW”).

“Change In Law” means any of the following acts, events or circumstances to the extent that compliance therewith materially increases or decreases the cost of performing or materially increases or decreases the scope of a party’s obligations hereunder:

(i) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any Applicable Law on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental body;

(ii) the order or judgment of any governmental body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Supplier or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(iii) a change to the applicable PJM Open Access Transmission Tariff, effective on or after the Contract Date.

It is specifically understood, however, that none of the following shall constitute a “Change in Law”:

(i) a change in the nature, frequency or severity of the actions typically taken by a governmental body to enforce compliance with Applicable Law which was effective as of the Contract Date; or

(ii) any event that affects generally applicable working conditions or standards that are not specific to the electric supply service industry or the Facilities.

(iii) any changes by the EDC to its Tariff Charged to Electric Suppliers in force during the effective term of this Agreement.

“Commencement Date” means the first meter read date in **November 2015 for Fixed Price GLP Accounts and November 2016 for the LPLS Account** as determined by

the EDC on which the Supplier is first permitted to provide Full Requirements Service to the City.

“Commodity” means a standardized product, service or device that is fungibly traded among market participants; also used to refer to Electric Supply, or Electric Generation Service.

“Contract Date” means _____, 2015, the date that this Agreement has been executed and delivered by the City and the Supplier.

“Contract Price” means the price agreed to by the Supplier and the County for the provision of Full Requirements Service pursuant to this Agreement.

“Client” means the **City of Hoboken, Hudson County, NJ.**

“Creditworthiness” – means an evaluation of customer’s or trading partner’s financial accountability.

“Customer Choice” means the ability of an end user customer to choose their electric supplier.

“Delivery Points” means each point on the PJM transmission grid identified by the Electric Distribution Company where Electricity Supply is delivered by the Supplier on behalf of the Client electric account(s), for delivery to and usage within the Client Facilities.

“Demand” means a maximum amount of electricity used over daily or annual cycles, the peak amount of which requires adequate capacity levels of generation, transmission and distribution; levels of demand typically established by actual meter readings over an EDC-specified billing interval (usually 15 minutes) and measured in kW.

“Deregulation” means the process of decreasing or eliminating government regulatory control over industries and allowing competitive forces to establish market prices. Deregulation of electricity allows retail customers to economically choose their supplier of Energy Commodities. In New Jersey, EDECA (N.J.S.A. 48:3-49 et seq.), promulgated deregulation by restructuring or “unbundling” the three components of electricity supply historically regulated at the state level (generation, transmission and distribution).

“Distribution” means one of the three service components that make up the electric grid and all delivery services by the Electric Distribution Company for the provision of Electric Generation Service to the electric energy customer at any voltage level. Distribution, or Delivery Service, is owned and operated by the customer’s EDC, and is regulated by state utility commissions.

“Electric Distribution Company” or **“EDC”** means a local electric public utility or any successor company or entity that delivers Electricity, or causes delivery of customer-

owned Energy Supplies, through its regulated equipment infrastructure to end-use customers within a service area.

“Electric Generation Service” means the provision of Electricity and Capacity, which is produced off-site from the location at which the consumption of such Electricity and Capacity is metered for retail billing purposes, including agreements and arrangements related thereto.

“Electric Power Supplier” means a person or entity that is duly licensed pursuant to the provisions of the Act to offer and to assume the contractual and legal responsibility to provide Electric Generation Service to retail customers, including load serving entities, marketers and brokers that offer or provide Electric Generation Service to retail customers. The term excludes an Electric Distribution Company that provides Electric Generation Service only as a Basic Generation Service pursuant to Section 9 of the Act.

“Electricity” means a type of energy derived by the transfer of electrons from positive and negative points within a conductor; retail electric energy as measured in kWh.

“Energy” means three-phase, 60-cycle alternating current electric energy, expressed in kWh.

“Energy Shortfall” means, for each Billing Period, the difference between the quantities of Electricity (measured in kWh) provided by the Supplier and consumed by the City and the Lower Threshold for such Billing Period.

“Energy Shortfall Damages” has the meaning set forth in Section 4.3(C).

“Extra Energy” means, for each Billing Period, the difference between the quantities of Electricity (measured in kWh) provided by the Supplier and consumed by the City and the Upper Threshold for such Billing Period.

“Facilities” means the facilities of the City listed in the Invitation to Bid for which the Supplier is to provide Full Requirements Service pursuant to the Agreement.

“Federal Energy Regulatory Commission” (“FERC”) means the regulatory agency authorized by the Government of the United States of America to have and maintain jurisdiction over interstate electricity sales transactions, approval of wholesale electric rates, hydroelectric licensing, interstate natural gas tariff pricing, and oil pipeline rates. FERC also reviews and authorizes liquefied natural gas (LNG) terminals, interstate natural gas pipelines and non-federal Power Administration hydropower projects.

“Firm Service” means Supply or transmission that is expected to always be available, except during operation problems Supplier may only suspend performance hereunder to the extent that such performance is prevented for reasons of such as Force Majeure.

“Fixed Price Contract” means energy costs that are fixed for a predetermined period of time regardless of market conditions.

“Force Majeure” shall have the meaning ascribed to it in Section 7.15.

“Full Requirements Service” means Electric Generation Service and Transmission provided by Supplier to the electric accounts listed for Client Facilities on a Firm basis and at all times, without interruption, except as may be required in case of a Force Majeure event or as may be directed by the Independent System Operator. Full Requirements Service is a substitute for Basic Generation Service. Full Requirements Service does not include Distribution.

“Generation” means one of the three service components that make up the electric grid, which is the actual commodity energy output produced by electro-mechanical or alternative energy generating or converting equipment; may also refer to the installed capacity of power production resources.

“Historical Usage” means, with respect to each Billing Period for each account, the quantity of Electricity (measured in kWh) consumed by the City during the same time period (measured from calendar day to calendar day) for the previous year.

“Indemnified Persons” means the City and its directors, officers, representatives, employees, principals, agents, consultants, successors and assigns.

“Independent System Operator” means the PJM, or its successor in interest, as the independent system operator in the Pennsylvania-New Jersey-Maryland interconnection which oversees and controls the integrated dispatch of power plants and the bulk transmission of Electricity throughout the regional power grid.

“kWh” means kilowatt per hour, or kilowatt-hour, a unit of energy equal to one thousand (1,000) watts measured over the course of one hour. The kWh is used by EDCs as a billing unit for energy delivered to retail consumers.

“Load Factor” means an indicator of how steady an end user electrical load is and how fully the end-user energy consuming equipment is utilized. It is measured by dividing the average power by the peak power over a period of time.

“Load Serving Entity” or **“LSE”** means any entity (or the duly designated agent of such entity), including a load aggregator or power marketer, which has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell Electricity to end users located within the area controlled by PJM.

“Loss” means any and all direct loss, liability, forfeiture, obligation, delay, fine, penalty, judgment, cost, expense, debt, demand, and damage of every kind whatsoever (including, without limitation, reasonable attorneys’ fees, consultant fees,

expert witness fees and court costs); provided, however, that Loss shall not include incidental, consequential or punitive damages, except for those related to billing errors.

“Lower Threshold” means, for each Billing Period, the number (expressed in kWh) that is equal to 75% of the Historical Usage (rounded to the nearest whole number), as adjusted to reflect the impact of the solar generation units (if applicable) as described in Section 3.7, for such Billing Period.

“Material Decrease In Consumption” means that in any Billing Period during the Term of the Agreement, the quantity of Electricity supplied by the Supplier and consumed by the City is less than the Lower Threshold for such Billing Period.

“Material Increase In Consumption” means that in any Billing Period during the Term of the Agreement, the quantity of Electricity supplied by the Supplier and consumed by the City is more than the Upper Threshold for such Billing Period.

“Meter” means a device used to measure the amount of electricity flowing through a specific location within a system.

“PJM” means the Pennsylvania-New Jersey-Maryland Interconnection L.L.C.

“Replacement Energy” means all Electric Generation Service provided by a third party through by the Electric Distribution Company should Supplier not provide Full Requirements Service to the Facilities pursuant to this Agreement for any reason whatsoever, other than Force Majeure, including, but not limited to, insufficient Capacity, Supplier’s default under this Agreement or the bankruptcy or insolvency of Supplier.

“Regional Transmission Organization” or **“RTO”** means the entity that operates the high-voltage generation and transmission network that energizes and balances the electric grid. Synonymous with ISO, an RTO operates over a regional geographical area, may extend over several states, and fits specific criteria defined by FERC. The system operation manages the transmission grid by dispatching generation, and scheduling reserves and transmission.

“RFB” means the Request for Bids for Electric Supply Service issued on **September X, 2015** by the City, as amended.

“Schedule” or **“Scheduling”** means the actions of Seller, Buyer and/or their designated representatives, including each Party’s Transmission Providers, if applicable, of notifying, requesting, and confirming to each other the quantity and type of Product to be delivered on any given day or days during the Delivery Period at a specified Delivery Point.

“Seller” means the Party to a Transaction that is obligated to sell and deliver, or cause to be delivered, the Product, as specified in the Transaction.

“Service Territory” means the geographic areas of the State of New Jersey in which the Electric Distribution Company has an exclusive franchise to serve electric customers.

“Supplier” means [_____] (the entity executing this Agreement with the City).

“Term” has the meaning set forth in Section 6.1.

“Termination Date” means, for each account, the first meter read date in **November of 20__ for the Fixed Price GLP Accounts and November of 20__ for the LPLS Account**, for the City as determined by the Electric Distribution Company, or the date upon which this Agreement is terminated pursuant to Article VI hereof, whichever is earlier.

“Third Party Supplier Agreement” means the agreement between Supplier and an Electric Distribution Company that sets forth the terms and conditions under which Supplier will be permitted to deliver Electric Generation Service to the Electric Distribution Company for ultimate distribution to the Facilities.

“Transmission” means one of the three service components that make up the electric grid. All necessary services for the delivery of Electric Generation Service by Supplier to the Electric Distribution Company at any voltage level. Transmission of an interstate nature is conducted under the jurisdiction of a Regional Transmission Organization (RTO) and is regulated by FERC. Transmission operating commercially intrastate will also be subject to regulation by the local state utility commissions.

“Upper Threshold” means, for each Billing Period, the number (expressed in kWh) that is equal to 125% of the Historical Usage (rounded to the nearest whole number), as adjusted to reflect the impact of the solar generation units as described in Section 3.7, for such Billing Period.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Agreement, and the term “hereafter” means after the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. The contract documents, including the Notice to Bidders, should be read and interpreted so as to carry out the terms of this Agreement. Supplier acknowledges that any term or condition set forth in the Request for Bids issued by the City, or the bid received from Supplier in response thereto, that differs from, conflicts with, varies or contradicts the terms of this Agreement is null and void, and of no force and effect. This Agreement may only be amended or modified by a written instrument signed by all parties hereto.

(F) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

(G) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(H) Applicable Law. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

(I) Severability. If any clause, sentence, paragraph or part of this Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(J) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City hereby represents and warrants that:

(A) Existence and Powers. The City is a body politic and corporate of the State of New Jersey validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The City has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the City of this Agreement nor the performance by the City of its obligations hereunder nor the consummation by the City of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the City or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. There is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the City's best knowledge, threatened against the City which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the City in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the City of its obligations hereunder or under any such other agreement or instrument.

(E) No Legal Prohibition. The City has no knowledge of any Applicable Law in effect on the Contract Date, exclusive of permitting requirements, which would prohibit the performance by the City of this Agreement and the transactions contemplated hereby.

(F) Information Supplied by the City. The information supplied by the City in the RFB is, to the best of the City's knowledge, correct and complete as of the date of issuance of the RFB.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER.

The Supplier hereby represents and warrants that:

(A) Existence and Powers. The Supplier is duly organized and validly existing as a [corporation] under the laws of the State of [_____], with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Supplier has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Supplier and constitutes the legal, valid and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Supplier of this Agreement nor the performance by the Supplier of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Supplier, (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Supplier) or instrument to which the Supplier is a party or by which the Supplier or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Supplier.

(D) No Litigation. Except as expressly disclosed to the City in writing, there is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the Supplier's best knowledge, threatened against the Supplier which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Supplier in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Supplier of its obligations hereunder or by the Supplier under any such other agreement or instrument.

(E) No Legal Prohibition. The Supplier has no knowledge of any Applicable Law in effect on the contact date which would prohibit the performance by the Supplier of this Agreement and the transactions contemplated hereby.

(F) Patents and Licenses. The Supplier and its affiliates own or possess all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by the Supplier of this Agreement and the transactions contemplated hereby, without any known material conflict with the rights of others.

(G) Information Supplied by the Supplier. The information supplied by the Supplier in all submittals made in response to the Notice to Bidders/RFB and all post-bid submittals is correct and complete in all material respects as of the date or dates submitted, except to the extent the City has received written notice of any changes prior to execution of this Agreement.

ARTICLE III

SUPPLIER SERVICES

SECTION 3.1. FULL REQUIREMENTS SERVICE. The Supplier agrees to provide Full Requirements Service on the Commencement Date to the Facilities. Upon the Commencement Date of this Agreement, the City agrees to purchase Full Requirements Service exclusively from Supplier for the Facilities in accordance with the terms of this Agreement. The Supplier acknowledges that this is not a “take-or-pay” contract and that the quantity of Full Requirements Service actually used by the Facilities may vary from the historical usage identified in the RFB.

SECTION 3.2. DELIVERY POINTS. The Supplier shall arrange and be responsible for transmission service necessary to deliver Electricity to the Delivery Point(s). The Electric Distribution Company will be responsible for distributing Electricity from the Delivery Point(s) to the customer meter(s) on the Electric Distribution Company’s system serving the Facilities.

SECTION 3.3. SCHEDULING. The Supplier shall arrange and be responsible for transmission service to the Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission providers, as specified by the Parties in the Transaction, or in the absence thereof, in accordance with the practice of the Transmission Providers, to deliver the Product to the Delivery Point(s). The Supplier shall be familiar with the Electric Distribution Company and the PJM grid policies and practices concerning imbalances, transmission grid losses, distribution line losses, billing periods of the Electric Distribution Company, and the interstate/intrastate transmission utilities. Any Loss associated with nominating and balancing shall be borne by the Supplier. The Supplier shall indemnify and hold harmless each of the Indemnified Persons from and against any and all Loss arising from or related to nominating and balancing.

SECTION 3.4. ARRANGING FOR FULL REQUIREMENTS SERVICE. (A) The Supplier shall participate in or make appropriate arrangements with the PJM and any relevant regional transmission group, wholesale settlements process, or other entity or process at the state or regional level designed to arrange for an uninterrupted flow of reliable, safe Full Requirements Service to the Facilities, and to ensure a source of Replacement Energy in the event that Supplier’s own facilities are unable to deliver the Full Requirements Service required under this Agreement during the term hereof, including but not limited to, during any cure period specified in Section 6.2(a).

(B) The Supplier further agrees to ensure that all of the Facilities will be transferred from the Electric Distribution to the Supplier for purposes of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date.

SECTION 3.5. CURTAILMENT CONTRACTS. The Supplier may, at its option, offer a curtailment credit program if requested by the City.

SECTION 3.6. CESSATION OF BUSINESS. The City may, upon thirty (30) Days written notice, amend Exhibit B by deleting any account or any Facility(ies) at which the City no longer conducts business or any other function, so long as the City provides an affidavit that the location is closed and requests the EDC to pull the meter. Where a Facility has been sold or transferred to another entity, the account or Facility shall be transferred to new owner, provided the new owner's creditworthiness is acceptable to the Supplier and this Agreement shall be amended accordingly. The City agrees to amend Exhibit B promptly for the purpose of deleting an account pursuant hereto. No termination payment or liquidation value will be due for an account or Facility closed pursuant to this Section.

SECTION 3.7. EMERGENCIES AND OUTAGES. Outages are the responsibility of the Electric Distribution Company servicing the City. In the event of an outage or an emergency, the City should contact the Electric Distribution Company.

ARTICLE IV

CONTRACT PRICE

SECTION 4.1. BILLING. Commencing with the first Billing Period and for each Billing Period thereafter, the Electric Distribution Company shall cause the City to receive bills in accordance with Section 4.4 hereof, and the City shall pay to the Supplier the Contract Price for the provision of Full Requirements Service by the Supplier in accordance with Section 4.4 hereof.

SECTION 4.2. CONTRACT PRICE. The price to be paid by the City for the provision of Full Requirements Service during the term of this agreement shall be the applicable Contract Price set forth below, which includes all charges to be assessed by the Supplier. The pricing options selected by the City are listed below. All options were selected for a ___ -month (billing period) term.

| <u>Tranche</u> | <u>Start</u> | <u>End</u> | <u>LDC</u> | <u>Price</u> |
|----------------|-------------------|--------------------|------------|--------------|
| GLP | MRD November 2015 | MRD November 201__ | PSE&G | \$0.____ |
| LPLS | MRD November 2016 | MRD November 201__ | PSE&G | \$0.____ |

SECTION 4.3. MATERIAL CHANGE IN CONSUMPTION. (A) The parties acknowledge that any Contract Price will be firm for Electricity provided by the Supplier within the Upper Threshold and Lower Threshold for the Term of the Agreement. Furthermore, the Contract Price is firm for Electricity provided by the Supplier (a) above the Upper Threshold unless a Material Increase in Consumption occurs, and (b) below the Lower Threshold unless a Material Decrease in Consumption occurs, as described below. The Supplier shall bear the burden of proof with respect to the occurrence of a Material Increase in Consumption or a Material Decrease in Consumption.

(B) In the event the Supplier satisfies its burden of proof that a Material Increase in Consumption has occurred, the Contract Price payable to the Supplier for such Billing Period shall be a dollar amount equal to the sum of (a) the Contract Price, multiplied by the Upper Threshold for that Billing Period, and (b) the cost-substantiated dollar amount paid by the Supplier (without mark-up) for the Extra Energy for that Billing Period; provided, however, that the Supplier shall use good faith efforts to minimize the cost to the City for any such Extra Energy and no such costs shall be above "market value" as determined in a commercially reasonable manner.

(C) The parties further acknowledge that this Agreement does not constitute a "take or pay" contract, but that the Supplier shall be provided certain relief described below in the event of a Material Decrease in Consumption. In the event the Supplier satisfies its burden of proof that a Material Decrease in Consumption has occurred, the

Contract Price payable to the Supplier for such Billing Period shall be a dollar amount equal to the sum of (a) the amount calculated as set forth in Section 4.2 for the applicable account, and (b) the cost-substantiated difference between the Contract Price for such account and the price (expressed in dollars per kWh) for which the Supplier sold the Energy Shortfall, multiplied by the Energy Shortfall for the Billing Period (the "Energy Shortfall Damages"); provided, however, that item (b) shall be equal to zero if the price for which the Supplier sold the Energy Shortfall is equal to or greater than the Contract Price for such account. Notwithstanding the previous sentence, the Supplier has a duty to mitigate the City's monetary exposure as set forth above and shall use its best efforts to sell the Energy Shortfall at the highest price available in the marketplace. In the event that any Energy Shortfall is sold at a price which is greater than the Contract Price during the Term of the Agreement, the incremental revenue realized by such sale shall be used (i) to reimburse the City for any Energy Shortfall Damages previously paid by the City, or (ii) to offset any future Energy Shortfall Damages payable by the City. At the end of the Term any remaining incremental revenue shall belong to the Supplier. The Supplier shall provide to the City evidence of the price it is paid for any Energy Shortfall.

SECTION 4.4. METERING, BILLING AND PAYMENT. (A) Metering and billing for Distribution services provided to the Facilities shall be provided by the Electric Distribution Company to the City in accordance with the terms of the Third Party Supplier Agreement. The Supplier, at its option, shall submit its monthly bills to the City for the provision of Full Requirements Services pursuant to this Agreement either through (i) a single bill from the Electric Distribution Company for Full Requirements Service and Distribution service, or (ii) a bill from the Supplier for Full Requirements Service and a bill from the Electric Distribution Company for Distribution service. In the event the City is provided with a single bill as described in item (i) above, the Supplier covenants to provide the Electric Distribution Company with all information needed by the Electric Distribution Company so as to be able to provide timely and accurate bills to the City. In the event the City is provided with separate bills as described in item (ii) above, the Supplier covenants that it will provide the City with timely and accurate bills for Full Requirements Service and perform any billing functions required of it in accordance with relevant BPU rules and regulations.

(B) In the event that the Supplier should require interval data, charges for such additional data shall not be passed on by the Supplier to the City.

(C) The City agrees to pay each invoice containing Supplier's charges within 35 days of the invoice date unless Supplier is providing Consolidated billing through the EDC, in which case payment term length will be set by the EDC. Supplier shall have the right to terminate the provision of Full Requirements Services to the City when a bill is overdue by 20 days or more by giving the City at least 30 days written notice. Upon the completion of the 30-day notice period, this Agreement may be terminated unless (i) all outstanding invoices are paid in full prior to the conclusion of the 30-day notice period, or (ii) the City is contesting the amount of the invoice in good faith in which case the City will pay the amount that is not in dispute.

(D) If the City fails to remit payment in full in any month within 35 days of receipt of an invoice, interest will be assessed on the late balance at the lower of one (1%) percent per month or the highest rate allowed under Applicable Law. The City may in good faith dispute any portion of an invoice by providing Supplier with a written explanation specifying the amount in dispute and the reason for the dispute by the payment due date. The City shall remit all invoiced and undisputed amounts by the date due. In all cases, the Parties shall use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute.

ARTICLE V

NON-PERFORMANCE AND DISPUTE RESOLUTION

SECTION 5.1. REPLACEMENT ENERGY. If at any time and for any reason (unless under a condition of Force Majeure) the City is forced to purchase Replacement Energy, the Supplier shall be responsible for the difference, between the cost of Replacement Energy and the cost that the City would have been charged for Full Requirements Service under this agreement and for such other Loss as the affected City may incur due to the Suppliers failure to provide Full Requirements Service

SECTION 5.2. RISK OF LOSS. Risk of Loss of Electricity provided under this Agreement shall remain with the Supplier until it shall pass to the Electric Distribution Company upon delivery of the Electricity to the Delivery Points.

SECTION 5.3. ALTERNATE DISPUTE RESOLUTION. (A) If a dispute between the City and the Supplier arises during the course of this Agreement, the parties will attempt to resolve the dispute, in good faith, through non-binding mediation.

(B) Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot.

(C) The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator. Each party will bear its own costs of participation in the mediation and they will divide the costs of the mediator equally.

(D) If the dispute is not resolved after a reasonable period of time, not to exceed 30 days, from the date of receipt of the initial written demand for mediation, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey,

Hoboken, Hudson County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

ARTICLE VI

TERM AND TERMINATION

SECTION 6.1. TERM. This Agreement shall become effective on the Contract Date and shall continue in effect until the Termination Date ("Term"). Full Requirements Service to the City will commence on the appropriate meter read date as determined by the EDC following the execution of the Agreement. The City may not contract with Supplier for provision of Full Requirements Service before the Commencement Date. No contract between Supplier and the City shall extend beyond the termination date, unless otherwise agreed to in writing by both parties.

SECTION 6.2. TERMINATION. In addition to any other rights of termination set forth in this Agreement, this Agreement may be terminated prior to the Termination Date based on the following:

- (a) except as provided in (d) below, by the City, if the Supplier fails to remedy or cure any breach or default of any material provision or condition of this Agreement within thirty (30) days following written notice to do so by the City; or
- (b) by the Supplier, if the City fails to remedy or cure any breach or default of any material provision or condition of this Agreement within thirty (30) days following written notice to do so by the Supplier; or
- (c) by the adversely affected party, if any material provision or condition of this Agreement be finally adjudged invalid by any court of competent jurisdiction with all rights of appeal exhausted, or if the BPU exercises its jurisdiction so as to invalidate or disapprove this Agreement in whole or significant part;
- (d) by the City, at its sole option, immediately upon the filing of a voluntary bankruptcy petition by the Supplier, or the final adjudication of the Supplier as bankrupt after the filing of an involuntary petition; or
- (e) by the Supplier, at its sole option, immediately upon the filing of a voluntary bankruptcy petition by the City, or the final adjudication of the City as bankrupt after the filing of an involuntary petition.

Except as otherwise provided herein, upon termination of this Agreement, the parties shall each discharge by performance all obligations due to any other party that arose up to the Termination Date. Notwithstanding the foregoing, Supplier shall be liable for, inter alia, any Loss the City incurs in excess of the Contract Price should the City be obligated to procure Replacement Energy as a result of the termination of this Agreement by the City. Upon the effective Termination Date, all rights and privileges granted to the Supplier shall cease and the parties shall have all rights and remedies available as

provided under Applicable Law. The parties acknowledge that termination of this Agreement by the City upon the breach by Supplier would severely harm the City. Therefore, in the event of any voluntary or involuntary bankruptcy or similar proceeding on the part of Supplier, Supplier agrees that it will petition any relevant court for prompt action to accept or reject this Agreement.

ARTICLE VII

GENERAL

SECTION 7.1. SECURITY FOR PERFORMANCE. During the term of this Agreement, the Supplier shall maintain the surety bond with the BPU as required under Applicable Law as security for performance under this Agreement.

SECTION 7.2. WINDING UP ARRANGEMENTS. Upon the expiration of this Agreement, any monies due and owing Supplier shall be paid under the terms hereof, and any corrections or adjustment to payments previously made shall be determined and any refunds due the City, or additional payments due Supplier, shall be timely made within 60 days of receipt of notice of such obligation. The Supplier shall fully cooperate with the City in connection with the transition to a new Full Requirements Service supplier following the termination or expiration of this Agreement. The provisions of this Section 7.2 shall survive the expiration or earlier termination of this Agreement.

SECTION 7.3. INDEMNIFICATION. Supplier agrees to indemnify, defend and hold harmless each of the City's Indemnified Persons from and against any and all Losses related to this Agreement, caused in whole or in part by the Supplier's action(s) or failure(s) to act, and any and all claims of title of any person in connection with the Full Requirements Service sold hereunder or any other charges thereon which attach before title passes to the City. The Supplier also agrees to indemnify and hold harmless each of the City's Indemnified Persons from and against all damages, claims, suits and costs, including counsel fees, to which they may be put by reason of (a) injury to persons or property due to the actual or alleged carelessness or negligence of the Supplier, its servants or agents, or (b) the Supplier's actual or alleged failure to pay its workers, suppliers or subcontractors for labor or materials provided to the City. The City shall indemnify Supplier to the extent permitted by law for any and all Losses related to this Agreement, to the extent such Loss is due to the City's negligence or breach of this Agreement. The provisions of this Section 7.3 shall survive the expiration or earlier termination of this Agreement.

SECTION 7.4. ASSIGNMENT. Neither party shall assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, however, that Supplier may, without the consent of the City, (a) in connection with any financing or other financial arrangement, assign, sell or pledge the Contract Price payments or other revenues that the Supplier is entitled to pursuant to the terms of this Agreement, (b) assign this Agreement to an affiliate of Supplier, or (c) assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Supplier. For any assignment to be valid pursuant to item (b) or (c) above, the assignee must (i) in the reasonable opinion of the City, be at least as creditworthy and have at least the same financial strength as the Supplier as of the date of such assignment, (ii) assume in writing all of the obligations of the Supplier under this Agreement, and (iii) be licensed to provide Full Requirements Service as required under this Agreement in accordance with Applicable Law.

SECTION 7.5. TAXES. Supplier's Contract Price shall include all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless each of the City's Indemnified Persons, its officials, office, employees and agents from any and all Losses relating to such taxes. The City will provide a tax exemption certificate for any tax as to which it is exempt.

SECTION 7.6. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS. The Supplier has previously provided the City with a copy of the Supplier's business registration certificate verifying that the Supplier is properly registered with the New Jersey Department of the Treasury. The Supplier will also comply with the following:

1. The Supplier shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Supplier.
2. Before final payment of the contract is made by the contracting agency, the Supplier shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
3. For the term of the contract, the Supplier and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.
4. A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

SECTION 7.7. NON-DISCRIMINATORY PROVISION OF SERVICE. The Supplier shall supply Full Requirements Service to the Facilities on a non-discriminatory basis. The Supplier agrees to comply with the Equal Employment Opportunity Act and Americans with Disabilities Act provisions set forth in Exhibit A of this Agreement.

SECTION 7.8. COMPLIANCE WITH LAWS. The Supplier shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any legislature, court, agency or other governmental body having jurisdiction over the Supplier's activities, including, but not limited to, all billing, collection, environmental disclosure, "green power", and termination regulations of the BPU and PJM applicable to the services being provided by the Supplier hereunder. Whenever performance of an obligation of the Supplier requires the consent or approval of any

governmental agency or body, the Supplier shall make its best, good faith efforts to promptly obtain such consent or approval.

SECTION 7.9. AUDIT RIGHTS. The City shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the Supplier and to make abstracts thereof to the extent reasonably necessary to verify the accuracy of any billing statement, payment demand, charge, payment or computation made under this Agreement. Notwithstanding any other provision of this Agreement, the rights conferred by this Section 7.9 shall survive the expiration or earlier termination of this Agreement by a period of one (1) year.

SECTION 7.10. NOTICE. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and;

if to Supplier to:

if to the **City** to:

Quentin Wiest – Business Administrator
City of Hoboken, NJ
94 Washington St
Hoboken, NJ

Other phone numbers relevant to this Agreement include the BPU Division of Customer Relations, which is 1-800-624-0241.

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.

SECTION 7.11. CHANGES IN CONTACT PERSONS. With proper notice, any party may change its address and contact person for this purpose. In the event that the name or telephone number of any contact for the Supplier changes, Supplier shall give prompt notice to the City. In the event that the name or telephone number of any contact person for the City changes, prompt notice shall be given to the Supplier.

SECTION 7.12. EXPENSES. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' and consultants' fees and expenses except for the Administrative Fee to be paid by the Supplier directly to T&M Associates (T&M), under a separate agreement. Any expenses (including attorneys' fees) relating to disputes between the Supplier and City shall be the responsibility of the Supplier and the City, respectively.

SECTION 7.13. NO JOINT VENTURE. Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other party, or to create a joint venture, agency or any relationship between the parties.

SECTION 7.14. WAIVER. No waiver by any party hereto of any one or more defaults by any other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any party hereto to complain of any action or non-action on the part of any other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the party who is making such a waiver.

SECTION 7.15. FORCE MAJEURE. (A) The Supplier shall be responsible for the delivery of Full Requirements Service to the Delivery Points specified under the terms of this Agreement unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any event beyond the control of, and without the fault or negligence of, the party claiming Force Majeure which materially and adversely affects the ability of the party claiming the Force Majeure to perform. It shall include without limitation, sabotage, acts of God, war, riot, civil disturbance, earthquake, hurricane, flood, explosion, fire, lightning, landslide, and acts of the government in either its sovereign or contractual capacity. Notwithstanding any other provision of this Agreement, the Supplier shall, upon becoming aware of a Force Majeure condition, notify the City of any such Force Majeure condition promptly by telephone, but in no event more than twenty-four (24) hours later, and confirm such notice in writing, setting forth the full particulars in connection therewith. Supplier shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the City of the cessation of such condition, at which time the parties will resume their obligations under this Agreement as if the event had not occurred.

(B) Force Majeure shall specifically include: (i) any delay on the part of the Electric Distribution Company in transferring an account from the Electric Distribution Company or the current Electric Power Supplier, as applicable, to the Supplier, (ii) a failure on the part of the Electric Distribution Company to provide Distribution services, or billing services if required, unless such delay or failure is due to the fault of the Supplier, and (iii) a Change in Law.

(C) It is specifically understood that in no event shall the following acts or conditions constitute a Force Majeure condition: (i) the economic hardship of either party, interest or inflation rates, or currency fluctuation; (ii) any event making delivering of Full

Requirements Service difficult, uneconomic or impracticable, such as the inability of the Supplier to obtain transmission service, to obtain generation contracts, or the event of higher actual costs to the Supplier than its anticipated costs or its Contract Price; (iii) the failure of the Supplier to secure licenses or similar authorizations necessary to perform its obligations hereunder; (iv) strikes, work stoppages, or other labor disputes or disturbances by the Supplier's employees; (v) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Supplier or otherwise increasing the cost or burden to the Supplier of performing its obligations hereunder; (vi) any increase for any reason in premiums charged by the Supplier's insurers or the insurance markets generally for the required insurance hereunder; and (vii) any increase for any reason in the cost to the Supplier associated with maintaining the letter of credit required hereunder.

(D) If by reason of Force Majeure the City is unable to carry out, either in whole or in part, its obligations herein contained, the City shall not be deemed to be in default during the continuation of such inability, provided that: (i) the City, promptly, but in no event more than twenty-four (24) hours after becoming aware of such Force Majeure condition, gives the Supplier written notice describing the particulars of the condition; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the City which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; (iv) the City shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations; and (v) the City uses its best efforts to mitigate the consequences of such Force Majeure.

(E) Occurrence of a Change in Law. If and to the extent the occurrence of a Change in Law increases or decreases the cost of the Supplier's performing its obligations hereunder, the Contract Price shall be increased or decreased accordingly. In the event that either party believes it is entitled to a change in the Contract Price on account of a Change in Law, such party shall promptly notify the other party specifying: (1) the Change in Law; (2) the effective date of the Change in Law; and (3) the specific change to the Contract Price requested and substantiation therefor.

SECTION 7.16. SEVERABILITY. If the provision of Full Requirements Service to any account within the Facilities shall be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remaining accounts in the Facilities shall continue to receive Full Requirements Service from the Supplier at the applicable Contract Price for such accounts and under the terms of this Agreement.

SECTION 7.17. LIMITATION OF LIABILITY. (A) Liability is limited to actual damages as the sole and exclusive remedy and all other remedies or damages at law or in equity are expressly waived. In no event shall either party be liable to the other for any incidental, consequential or punitive damages, lost profits or other business interruption damages. Each party agrees that it has a duty to mitigate damages and agrees that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other party's performance or non-performance of this Agreement.

(B) To the maximum extent possible under law, Article 2 of the Uniform Commercial Code shall apply to energy sold hereunder. Supplier makes no representations or warranties other than those expressly set forth in this Agreement, and expressly disclaims and negates all other representations and warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose.

SECTION 7.18. RECORDS RETENTION. The Supplier shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. (N.J.A.C. 17:44-2.2).

SECTION 7.19. CONSUMER LISTS. To the extent not prohibited by law, the Supplier shall, upon request of the City, provide such reasonable identifying consumption data as the City may request at no additional cost to the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

The City of Hoboken, Hudson County, NJ

By: _____

Printed name: _____

Title: _____

[SUPPLIER]

By: _____

Printed name: _____

Title: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the Owner do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor

preclude the Owner from taking any actions available to it under any other provisions of this Agreement or otherwise at law.

EXHIBIT B

ACCOUNT LIST

FIXED PRICE GLP ACCOUNTS

| | | |
|----------------------|----------------------|----------------------|
| PE000007930940739629 | PE000011373334925177 | PE000011822644823228 |
| PE000007967130125177 | PE000011457844625177 | PE000011822645523228 |
| PE000007967132725177 | PE000011514542723158 | PE000011822646323228 |
| PE000008209568825177 | PE000011617193525177 | PE000011822647121313 |
| PE000008209571225177 | PE000011617202425177 | PE000011822649723228 |
| PE000008451184925177 | PE000011700951425177 | PE000011822650523228 |
| PE000008657387039643 | PE000011758987925177 | PE000011822651323228 |
| PE000008694064025177 | PE000011820581421313 | PE000011822657023228 |
| PE000008694066525177 | PE000011821838722468 | PE000011822661223228 |
| PE000008937538025177 | PE000011822343722468 | PE000011822662023228 |
| PE000009144893639656 | PE000011822511922468 | PE000011822670323228 |
| PE000009179148323287 | PE000011822518422468 | PE000011822671123228 |
| PE000009180470825177 | PE000011822553123158 | PE000011822672923228 |
| PE000009264895525177 | PE000011822625721313 | PE000011822687721313 |
| PE000009424220325177 | PE000011822627321313 | PE000011822692723228 |
| PE000009666185523287 | PE000011822628121313 | PE000011822716422461 |
| PE000009667446039615 | PE000011822629921313 | PE000011822717222461 |
| PE000009667452825177 | PE000011822634923228 | PE000011822779221313 |
| PE000009667453625177 | PE000011822635623228 | PE000011822780021313 |
| PE000009807431325177 | PE000011822636423228 | PE000011822783421313 |
| PE000010004933743276 | PE000011822637223228 | PE000011822784221313 |
| PE000010152768739666 | PE000011822638023228 | PE000011822785921313 |
| PE000010152769539666 | PE000011822639823228 | PE000011822786721313 |
| PE000010397839125177 | PE000011822640623228 | PE000011948575350303 |
| PE000010979135023158 | PE000011822641421313 | PE000009631415825177 |
| PE000011129720625177 | PE000011822643023228 | |

FIXED PRICE LPLS ACCOUNT

| | |
|-----------------|----------------------|
| City of Hoboken | PE000010004933743276 |
|-----------------|----------------------|

**EXHIBIT C
Transaction Confirmation**

Date: _____, ____ 20____

Upon execution by each of the Parties, this Transaction Confirmation will confirm the agreement of the Parties to enter into a transaction as defined in and pursuant to the terms of the Electric Supply Agreement between Seller and Buyer dated _____, ____ 20____.

Seller: _____

Buyer:
City of Hoboken, NJ

Attn: _____

Attn: _____

Phone: _____

Phone: _____

Electric Distribution Company (EDC):

Electric Distribution Company (EDC):

Contract Price: Fixed Price of \$0. ____ ____ ____ ____ /kWh

For each billing cycle during the Transaction term, the Seller will be paid a contract price per kWh of actual Usage at the rate specified herein.

Bill Type: ____ Dual ____ Consolidated (with EDC)

Delivery Period (Contract Term):

Start: MRD November 20____ End: MRD November 20____

The actual start date will be the date in which the Seller enrolls the Buyer. The Seller shall make all commercially reasonable to enroll the Buyer on or about the start date identified above.

Bandwidth: with respect to this Transaction, consumption bandwidths will be +/- twenty-five (25%) percent of the last twelve months of historical usage data.

Total Estimated Annual Usage (kWh): _____

Facilities and Accounts: As specified in Exhibit B of the Agreement.

Buyer acknowledges that Account(s) may be invalidated or removed from Exhibit B by Seller if (1) the information listed for any Account is materially inaccurate, or (2) for any reason the EDC does not accept, or causes significant delay in, the enrollment of any Account, in which case Seller and Buyer may execute an updated transaction Confirmation as mutually agreed by both Parties.

Special Conditions:

Submission of a proposal (or bid) will be prima facie evidence that the supplier did, in fact, review the Request for Bids, and is aware of all conditions affecting performance and proposal prices.

Seller: _____

Buyer: City of Hoboken, NJ

By: _____

By: _____

Title: _____

Title: _____

Date: _____ Date: _____

APPENDIX C

MANDATORY PRE-QUALIFICATION PACKAGE FORMS

BID ITEMS CHECKLIST

****FAILURE TO SUBMIT THE DOCUMENTS BELOW WILL BE CAUSE FOR MANDATORY REJECTION OF BID****

| | <u>Bidder Initials</u> |
|---|-----------------------------------|
| <input type="checkbox"/> Transmittal Letter | _____ |
| <input type="checkbox"/> Disclosure of Ownership | _____ |
| <input type="checkbox"/> Equal Opportunity Questionnaire | _____ |
| <input type="checkbox"/> Non-Collusion Affidavit | _____ |
| <input type="checkbox"/> Copy of N J Business Registration Certificate or other acceptable proof of Business Registration for the Bidder and the designated subcontractors prior to award of contract | _____ |
| <input type="checkbox"/> Acknowledgement of Receipt of Addenda or Revisions (if any) | _____ |
| <input type="checkbox"/> Copy of Electric Supplier License (provisional or final), as issued by the New Jersey Board of Public Utilities (if your license has expired and you are waiting for the NJBPU to send your renewal license, you must also provide one of the following: (1) proof of submission for renewal license to the NJBPU within the time frame permitted by N.J.A.C. 14:4-5.7(a) or (2) proof from the NJBPU that your license remains in good standing until your renewal is received) | _____ |
| <input type="checkbox"/> Information regarding any complaints filed in regards to your companies' ability to provide Electric Supply Service since being licensed by the NJBPU (if any). If you have not had any complaints filed, please submit the following sentence on Company letterhead and have it signed and dated- "Please be advised that there are currently no complaints against [Supplier Name] with the NJ Board of Public Utilities" | _____ |
| <input type="checkbox"/> Iran Investment Disclosure Form | _____ |

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

TRANSMITTAL LETTER – TO BE TYPED ON BIDDERS LETTERHEAD

Ms. Tara Pasca, CEP
Project Manager
T&M Associates
1256 North Church St
Moorestown, NJ 08057

BIDDER'S NAME: _____

CONTACT PERSON: _____

BIDDER'S ADDRESS: _____

TELEPHONE NO.: _____ **FAX NUMBER:** _____

E-MAIL ADDRESS _____

FOR

PROJECT NAME: _____

By submittal of the required paperwork regarding the project listed above, _____, (the "Bidder") hereby attests, represents and warrants the following in relation to the bid materials:

1. Receipt of the RFB as well as any addenda associated with.
2. The submittal of the bid has been duly authorized by and in all respects is binding upon the Bidder.
3. All information and statements contained in the Bid are current, correct and complete, and are made with full knowledge that the City will reply on such information and statements in selecting the lowest responsible bidder and executing the Agreement.
4. The bid has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFB and the Agreement.
5. The bidder is not prohibited from receiving the award under N.J.S.A. 34:11-56.38 and is not currently suspended or debarred from doing business with any

governmental entity. The Bidder has reviewed all of its engagements and pending engagements and represents that no potential exists for any conflict of interest or unfair advantage.

6. No person or selling agency has been employed or retained by the Bidder to solicit the award of the Agreements(s) under an arrangement for a commission, percentage, brokerage, or contingency fee or any other success fee basis, except bona fide established commercial or selling agencies maintained by the Bidder.
7. The Bidder has examined all documents constituting the RFB and the addenda thereto and, being familiar with the provision of Full Requirements Service contemplated by the RFB and such addenda, offers to provide Full Requirements Service in strict accordance with the RFB and Bid, all for the Bid Prices set forth in the Pricing Form, which are attached as part of the Bid.
8. The Bidder has reviewed and understands the requirements of the RFB and all addenda thereto and, if selected as the lowest responsible bidder, agrees to enter into the Agreements which reflects all substantive terms and conditions of the RFB and the Bid.
9. The Bidder authorizes the City to attach the Pricing Form to the Agreements(s) (if the Bidder is selected as the lowest responsible Bidder) and indicate which contract structure bid by the Bidder on the Pricing Form (if more than one contract structure was bid by the Bidder) was the winning Bid. The Bid Prices for such winning Bid will become the Contract Prices under the Agreement.
10. The Bidder agrees that in the event of equal or tie Bids, the City reserves the right to award, at its discretion, to any one of the equal or tie Bidders.
11. The Bidder has included a properly completed Statement of Ownership with this Bid.
12. The Bidder has included a fully completed Pricing Form with this Bid.
13. The Bidder has included evidence of the Bidders qualifications as required by Section VI of the RFB.
14. The Bidder has included a copy of the Bidders New Jersey Department of Treasury Business Registration Certificate as required by P.L. 2004, c. 57 (Chapter 57) N.J.S.A. § 52:32-44.
15. The Bidder has included a copy of one of the following documents with this Bid: (i) the Bidders current federal affirmative action plan approval; or (ii) Form AA-302 (Affirmative Action Employees Report) completed by the Bidder. If the Bidder has not included a copy of one of the above documents with this Bid, the Bidder agrees that it will provide a completed Form AA-302 to the City within 7 days of the award of the Agreement(s) by the City. (The City will provide a copy of Form AA-302 to the Bidder upon request.)
16. The Bidder acknowledges the City's right to reject and all Bids.

Name of Bidder: _____

Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

DISCLOSURE OF OWNERSHIP

(If bidder is a Sole Proprietorship check here (___) and do not complete this statement)

The UNDERSIGNED, as bidder, in accordance with N.J.S.A. 52:25-24.2 (P.L. 1977, Chapter 33), declares and submits this Statement of Ownership.

Bidder is a Corporation () Partnership () Joint Venture ()

These are all shareholders or partners owning 10% or more of the stock or interest in the bidding corporation or partnership.

| <u>Full Name of Individual (Stockholder)(Partner)</u> | <u>Address of Individual (Stockholder)(Partner)</u> | <u>Share(%) Owned</u> |
|---|---|---------------------------|
| 1. _____ | _____ | _____ |
| | _____ | |
| 2. _____ | _____ | _____ |
| | _____ | |
| 3. _____ | _____ | _____ |
| | _____ | |
| Portion owned by minority owners (less than 10%) not listed | | _____ |
| TOTAL | | 100% |

Print or Type Name and Title of Affiant
Authorized Representative of Bidder

Subscribed and Sworn Before
Me this _____ day of _____, 2_____.

Signature of Affiant

(Notary Public)

(Corporate Seal)
If Applicable

My Commission Expires:

Notes:

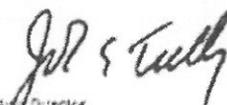
1. Attach additional sheets in this format, if necessary.
2. The terms Corporation and Partnership encompass all forms, including, but not limited to Limited Partnerships, Limited Liability Corporations or Partnerships and Subchapter S Corporations.
3. If a corporation or partnership is shown as a greater than 10% owner, attach similar breakdown of ("its") individual owners.
4. For a Joint Venture, provide a Disclosure in this format for each participant.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

(for example purposes only)

BELOW ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

| | |
|---|--|
|  | STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE |
| Taxpayer Name: | |
| Trade Name: | |
| Address: | |
| Certificate Number: | |
| Date of Issuance: | |
| For Office Use Only: | |

| | | |
|---|---|---|
| STATE 1 | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252 |
| BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR | | |
| TAXPAYER NAME: | TRADE NAME: | |
| TAX REGISTRATION TEST ACCOUNT | CLIENT REGISTRATION | |
| TAXPAYER IDENTIFICATION#: | SEQUENCE NUMBER: | |
| 970-097-382/500 | 0107330 | |
| ADDRESS: | ISSUANCE DATE: | |
| 847 ROEBLING AVE TRENTON NJ 08611 | 07/14/04 | |
| EFFECTIVE DATE: |  | |
| 01/01/01 | Acting Director | |
| FORM BRC(08-01) | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. | |

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27)
GOODS, PROFESSIONAL SERVICES AND
GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this nondiscrimination clause.

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31, et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with

N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted County employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

NAME OF BIDDER: _____

SIGNED BY: X _____

**AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

The Contractor and the Owner do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any actions available to it under any other provisions of this Agreement or otherwise at law.

NAME OF BIDDER: _____ SIGNED BY: X _____

**EQUAL EMPLOYMENT OPPORTUNITY
QUESTIONNAIRE ON
PROCUREMENT AND SERVICE CONTRACT
(THIS FORM IS NOT NECESSARY FOR A CONSTRUCTION CONTRACT)**

YES OR NO

1. Our Company has a current federal affirmative action plan approval. _____
If yes, please submit a copy of said approval.

2. Our Company has a New Jersey State Certificate of Employee Information Report. If yes, please include copy. _____

3. We do not have a current Federal Plan Approval or State Certificate. _____
If we are awarded a contract, please send us Form AA-302
(Employee Information Report) for completion.

PLEASE NOTE:

One of the above **MUST** be submitted **IF YOU ARE THE SUCCESSFUL BIDDER AND RECEIVE THE AWARD. THIS IS REGARDLESS OF THE NUMBER OF EMPLOYEES YOU HAVE.**

NAME: _____

SIGNATURE: X _____

TITLE: _____

DATE: _____

**REVISION OR ADDENDA
RECEIPT ACKNOWLEDGEMENT FORM**

Bidder's
Initials

[] No revisions and/or Addenda were received.

The BIDDER acknowledges receipt of the below listed revisions and/or addenda:

| <u>Notice, Revision or Addendum No.</u> _____ | <u>Date</u> | <u>Title or Description</u> | <u>Bidder's Initials</u> |
|---|-------------|-----------------------------|------------------------------|
| _____ | __/__/__ | _____ | _____ |
| | | _____ | |
| | | _____ | |
| _____ | __/__/__ | _____ | _____ |
| | | _____ | |
| | | _____ | |
| _____ | __/__/__ | _____ | _____ |
| | | _____ | |
| | | _____ | |

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid 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 THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder'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 below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder 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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

Name _____ Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder Contact Name _____ Contact Phone Number _____

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

Name of Bidder: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON: SEP 02 2015

CITY OF HOBOKEN
RESOLUTION NO. __

SPONSORED:
SECONDED:

David... 30
J.S.

RESOLUTION AUTHORIZING SETTLEMENT IN THE MATTER OF J.C. V. CITY OF HOBOKEN, CSC DOCKET NO. 2015-2645, AND RELEASING PAYMENT TO THE TWO ADVERSARY FIRMS LISTED HEREIN FOR THE AMOUNTS DESCRIBED IN THE 8/12/15 EMAIL FROM WEINER LESNIAK TO MELLISSA LONGO

WHEREAS, the City of Hoboken is currently involved in litigation known as JC v. City of Hoboken, CSC Docket No. 2015-2645, and settlement in this matter is pending and is dependent on City Council approval of payment to the two firms of the adversary; and,

WHEREAS, the settlement requires payment of the following amounts to the following firms of the adversary

1. "Loccke Correia Bukowski: in the amount detailed by Weiner Lesniak to Mellissa Longo via email on 8/12/15,
2. "Linsky Mitolo" in the amount detailed by Weiner Lesniak to Mellissa Longo via email on 8/12/15; and,

WHEREAS, after legal guidance from legal counsel, the City Council wishes to authorize said payments to the attorneys described above in the amounts described in the Weiner Lesniak email described herein, and, consequently, settle the above referenced matter in its entirety.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the within defined matter be settled in its entirety; and,

BE IF FURTHER RESOLVED, that the City Council hereby authorizes payment to the two above listed firms, as more explicitly described herein.

Meeting date: September 2, 2015

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

| Councilperson | Yea | Nay | Abstain/Present | Absent |
|--------------------------------|-----|-----|-----------------|--------|
| Theresa Castellano | / | | | |
| Peter Cunningham | / | | | |
| James Doyle | / | | | |
| Jen Giattino | / | | / | |
| Elizabeth Mason | / | | | |
| David Mello | / | | | |
| Tim Occhipinti | / | | | |
| Michael Russo | / | | | |
| Ravi Bhalla, Council President | / | | | |