Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO:___

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH FRANK PASQUALE LIMITED PARTNERSHIP

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the City of Hoboken (the "City") desires that a portion of the real property within the Northwest Redevelopment Area located at Block 100, Lot 10 on the Tax Map of the City of Hoboken, more commonly known as 1024 Adams Street (hereinafter "Project Site"), be redeveloped in accordance with the Redevelopment Plan for the Northwest Industrial Area (the "Redevelopment Plan"); and

WHEREAS, on May 17, 2014, the City Council of the City of Hoboken (the "City Council") authorized the execution of an Interim Cost and Conditional Designation Agreement with Frank Pasquale Limited Partnership ("Frank Pasquale") to negotiate the terms of a Redevelopment Agreement, which such Redevelopment Agreement required that the redeveloper pay those reasonable costs incurred by the City associated with the review of the redeveloper's proposal, drafting and negotiation of a Redevelopment Agreement, and all other costs, fees and expenses related to the Redevelopment Agreement prior to the execution of same; and

WHEREAS, after extensive negotiations between the City and Frank Pasquale, as well as independent analysis of the *pro forma* for the project proposed by Frank Pasquale, agreement has been reached to provide for the development, construction and maintenance of a state of the art, environmentally protective, seven (7) story residential building consisting of ten (10) units comprising one (1) two-bedroom unit, seven (7) three-bedroom units, and two (2) four-bedroom units, including the following features: eleven (11) on-site parking spaces; LEED Gold Certification from the US Green Building Council; installation of a circuit connection box to support a potential power transfer to the micro-grid; and Passive House Certification from the Passive House Institute, with a requirement that Frank Pasquale make an Affordable Housing Payment in the total amount of $40,000 to the City to facilitate affordable housing opportunities within the City.

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

1. The Mayor of the City of Hoboken is hereby authorized to execute the Redevelopment Agreement by and between the City of Hoboken and Frank Pasquale Limited Partnership in substantially the form attached hereto as Schedule A.

2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.

3. This Resolution shall be effective immediately.

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa Longo
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

JOSEPH J. MARAZITI, JR.
CHRISTOPHER H. FALCON
DIANE ALEXANDER†
BRENT T. CARNEY
ANDREW BREWER
JOANNE VOS
CHRISTOPHER D. MILLER*†
HEATHER A. PIERCE

†ALSO ADMITTED IN NY
*ALSO ADMITTED IN DC

MARAZITI FALCON, LLP

ATTORNEYS AT LAW

150 JOHN F. KENNEDY PARKWAY
SHORT HILLS, NEW JERSEY 07078

PHONE: (973) 912-9008
FAX: (973) 912-9007
WWW.MFHLAW.COM

Direct Dial: 973-912-6818
E-mail Address: jmaraziti@mfhenvlaw.com

August 20, 2014

Peter Cunningham, Councilman
David Mello, Councilman
Ravinder Bhalla, Councilman
Quentin Wiest, Business Administrator
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Redevelopment Agreement
Frank Pasquale Limited Partnership a/k/a Lorien Lofts – 1024 Adams Street
September 3, 2014 City Council Meeting

Dear Sub-Committee Members:

On May 14, 2014, the City Council adopted a Resolution to designate Frank Pasquale Limited Partnership ("Frank Pasquale") as the conditional redeveloper of a 5,000 square foot parcel located at 1024 Adams Street, within the Northwest Industrial Redevelopment Area. Frank Pasquale has proposed to develop, construct and maintain a state of the art, environmentally protective, seven (7) story residential building consisting of ten (10) condominium units comprising one (1) two-bedroom unit, seven (7) three-bedroom units, and two (2) four-bedroom units, including the following features:

Project Features

- eleven (11) on-site parking spaces, with at least one (1) being included in the deed to each condominium unit;
- LEED Gold Certification from the US Green Building Council;
- focus on emphasizing the use of stormwater and flood mitigation components;
- natural gas co-generation system for heat and power;

- white roof also known as a cool roof coating for reduction of energy consumption;
- solar panels on the roof for power generation;
- grey water recycling system;
- on-site rainwater retention system;
- interior electric vehicle charging station;
- bike rack;
- installation of a circuit connection box inside the garage to support a potential power transfer to the micro-grid; and
- Passive House Certification from the Passive House Institute (collectively, the "Project").

Pursuant to the Redevelopment Agreement, Frank Pasquale has also represented a commitment to achieve the following additional goals in connection with the implementation of the Project:

- LEED Platinum Certification from the US Green Building Council;
- Energy Star Building Certification pursuant to any standards and regulations set forth by the United States Environmental Protection Agency;
- transfer of power that is generated on-site to the local power microgrid through the circuit connection box; and
- installation and operation up to three (3) exterior electrical vehicle charging stations.

Construction is expected to begin promptly and to be completed within sixteen (16) months after ground breaking.

Affordable Housing Payment

During the negotiation of the Redevelopment Agreement, the City extensively discussed the need to provide affordable housing opportunities. In order to evaluate the financial feasibility of an affordable housing set aside, the services of 4Ward Planning, LLC were obtained. A thorough analysis of the pro forma submitted by Frank Pasquale has led to the conclusion that the financials are such that the inclusion of one or more affordable housing units as components of the Project would compromise the financial viability of the Project. Instead, the Sub-Committee has agreed to require that a payment be made to the City in the amount of $40,000.00, to be used to facilitate affordable housing opportunities within the City. The Redevelopment Agreement provides that

equal payments are to be made to the City within five (5) business days after the closing of each unit, for a total collective payment of $40,000.00. The Redevelopment Agreement also requires that a post construction audit be submitted to the City.

No Payments in Lieu of Taxes

It should be noted that the Redevelopment Agreement does not contemplate any Payments in Lieu of Taxes (PILOTs).

Resolutions for Consideration by the City Council

The Redevelopment Plan for the Northwest Industrial Area requires certain minor amendments in order to accommodate the Project. As such, an Ordinance Amending the Redevelopment Plan will be available, together with a proposed Resolution Referring an Amendment to the Redevelopment Plan to the Planning Board, for consideration at the City Council meeting scheduled to take place on September 3, 2014.

As it regards the Redevelopment Agreement, the City and Frank Pasquale have completed negotiations on the various components of same, as set forth above. A separate Resolution authorizing the Mayor to execute the Redevelopment Agreement will also be available for consideration at the September 3, 2014 City Council meeting. In accordance with the Interim Cost and Conditional Designation Agreement, please be advised that Frank Pasquale has reimbursed the City for legal and consultant fees.

If you have any questions regarding the above, please don't hesitate to contact me.

Very truly yours,

Joseph J. Maraziti, Jr.

/jv
Enclosure

c: Brandy A. Forbes, Director of Community Development
Mellissa Longo, Esq., Corporation Counsel
Alysia M. Proko, Assistant Corporation Counsel

Schedule A

Redevelopment Agreement by and between the City of Hoboken and Frank Pasquale Limited Partnership

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF HOBOKEN

AND

FRANK PASQUALE LIMITED PARTNERSHIP

Date: September 3, 2014

TABLE OF CONTENTS

Page

ARTICLE I REDEVELOPMENT PROJECT 2
SECTION 1.1 Scope and Implementation of the Project 2
SECTION 1.2 Goals 4
SECTION 1.3 Designation of the Redeveloper 4
SECTION 1.4 Determination of Consistency Prior to Planning Board Application by Director of Community Development 5
SECTION 1.5 Construction and Implementation of the Project 5
SECTION 1.6 Project Schedule 5
SECTION 1.7 Progress Reports 6
ARTICLE II PROJECT APPROVALS 6
SECTION 2.1 Governmental Approvals 6
SECTION 2.2 Certificate of Completion 6
ARTICLE III GENERAL REPRESENTATIONS AND WARRANTIES 7
SECTION 3.1 Representations and Warranties by the Redeveloper 7
SECTION 3.2 Prohibition Against Conflicts of Interest 9
SECTION 3.3 Representations and Warranties by the City 10
ARTICLE IV REDEVELOPER COVENANTS 10
SECTION 4.1 Redeveloper Covenants 10
SECTION 4.2 City Covenants 11
SECTION 4.3 Prohibition on Discrimination 12
SECTION 4.4 Effect and Duration of Covenants 12
ARTICLE V REDEVELOPER OBLIGATIONS 12
SECTION 5.1 City Costs 12
SECTION 5.2 Reimbursement of City Costs 12
ARTICLE VI SATISFACTION OF AFFORDABLE HOUSING OBLIGATIONS 13
SECTION 6.1 Affordable Housing Payment 13
SECTION 6.2 Payment Schedule 13
SECTION 6.3 Independent Audit 13
ARTICLE VII COMPLIANCE WITH LAWS 14

SECTION 7.1 Compliance 14
ARTICLE VIII MAINTENANCE OF PROJECT SITE 14
SECTION 8.1 Maintenance/Repairs 14
SECTION 8.2 Neighborhood Impacts 14
SECTION 8.3 Signage 14
ARTICLE IX 15
SECTION 9.1 Uncontrollable Circumstance 15
ARTICLE X ENVIRONMENTAL MATTERS 16
SECTION 10.1 Redeveloper's Environmental Obligation to Investigate and Remediate 16
ARTICLE XI INSURANCE 18
SECTION 11.1 Insurance 18
SECTION 11.2 Insurance Required 19
ARTICLE XII DEFAULT AND TERMINATION 20
SECTION 12.1 Events of Default 20
SECTION 12.2 Remedies Upon Event of Default 23
SECTION 12.3 No Waiver of Rights and Remedies by Delay 23
SECTION 12.4 Rights and Remedies Cumulative 23
SECTION 12.5 Failure or Delay 23
ARTICLE XIII TERMINATION RIGHTS OF THE CITY 24
SECTION 13.1 Termination Rights of the City 24
ARTICLE XIV NOTICES 24
ARTICLE XV MISCELLANEOUS 25
SECTION 15.2 Non-Liability of Officials and Employees of the Redeveloper 25
SECTION 15.3 Binding Effect 26
SECTION 15.4 Exhibits 26
SECTION 15.5 Time of the Essence 26
SECTION 15.6 Modification of Agreement 26
SECTION 15.7 Captions 26
SECTION 15.8 Severability 26
SECTION 15.9 Execution in Counterparts 26
SECTION 15.10 Governing Law 26

EXHIBITS

Exhibit A:	Second Amended and Restated Pre-Submission Form
Exhibit B:	Interim Cost and Conditional Designation Agreement
Exhibit C:	Revised Sited Plans
Exhibit D:	Narrative Project Description
Exhibit E:	Goals and Commitments by Redeveloper
Exhibit F:	Project Schedule
Exhibit G:	LEED Gold Components/Checklist
Exhibit H:	Certification Criteria for Residential Passive House Buildings
Exhibit I:	Insurance – Minimum Policy Limits/Requirements

REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF HOBOKEN
AND
FRANK PASQUALE LIMITED PARTNERSHIP

THIS REDEVELOPMENT AGREEMENT, made as of the _____day of _____ 2014 (the "Effective Date") by and between the CITY OF HOBOKEN, a municipal corporation of the State of New Jersey acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law, with offices at 94 Washington Street, Hoboken, New Jersey 07030 (the "City") and Frank Pasquale Limited Partnership, a limited partnership authorized to do business in the State of New Jersey, with offices at 807 Four Seasons Drive, Wayne, NJ 07470 (hereinafter referred to as "" or "Redeveloper") (the "Agreement").

RECITALS

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), authorizes municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, in order to stimulate redevelopment, the City, by resolution, designated certain properties within the City of Hoboken as areas in need of redevelopment in accordance with the Act (the "Redevelopment Area"); and

WHEREAS, the City, by ordinance, adopted the Redevelopment Plan for the Northwest Industrial Area (the "Redevelopment Plan") which has been amended from time to time, and which sets forth the plan for the Redevelopment Area; and

WHEREAS, on or about April 4, 2014, Redeveloper, the owner of the property located at Block 100, Lot 10 on the tax map of the City of Hoboken, more commonly known as 1024 Adams Street (the "Property"), submitted a Second Amended and Restated Pre-Submission Form

reflecting a proposed redevelopment project upon the Property, attached hereto as **Exhibit A**; and

WHEREAS, on May 7, 2014, the City Council of the City of Hoboken authorized the execution of an Interim Cost and Conditional Designation Agreement by and between the City of Hoboken and Frank Pasquale Limited Partnership, including provisions for an escrow deposit to defray the costs of the City, attached hereto as **Exhibit B**; and

WHEREAS, on or about July 25, 2014, the Redeveloper submitted revised site plans, attached hereto as **Exhibit C**; and

WHEREAS, the City and the Redeveloper (collectively, the "Parties") desire to enter into this Agreement, which supersedes any and all previous agreements between the Parties;

NOW THEREFORE, in consideration of the covenants and conditions herein set forth, the City and Redeveloper do hereby covenant, promise and agree as follows:

ARTICLE I
REDEVELOPMENT PROJECT

SECTION 1.1 Scope and Implementation of the Project. The Project shall consist of the following, as more particularly described in the Revised Site Plans attached hereto as **Exhibit** C, the narrative project description attached hereto as **Exhibit D** (the "Project Description") and the list of goals and commitments prepared and submitted to the City by Redeveloper on or about July 25, 2014 attached hereto as **Exhibit E** (the "Goals and Commitments"):

a) Site Preparation: site preparation of the Property (also referred to herein as the "Project Premises");

b) Governmental Approvals: obtaining all applicable Governmental Approvals, as that term is defined herein, for the Project;

c) Infrastructure Improvements: construction of any improvement or utility necessitated, associated with, or required by the implementation of the Project including but not limited to electric power transmission

lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines or other such utilities (collectively, the "Infrastructure Improvements");

d) Environmental Investigation and Remediation: completion of environmental site investigation and implementation of any remediation of any contamination, including soil, groundwater, and vapor, on or emanating from the Project Premises, in compliance with all applicable Environmental Laws, as that term is defined herein, and in accordance with presumptive remediation standards for residential use, and as further set forth herein;

e) Construction and Implementation of the Project: financing, development, construction, and maintenance of a state of the art, environmentally protective, seven (7) story residential building consisting of ten (10) units comprising one (1) two-bedroom unit, seven (7) three-bedroom units, and two (2) four-bedroom units, and eleven (11) on-site parking spaces, in accordance with the Project Schedule attached hereto as **Exhibit F**, the Redevelopment Plan, the terms of this Agreement, and all applicable laws, rules and regulations;

f) LEED Certification and Green Components: obtaining at least LEED Gold Certification from the US Green Building Council and also incorporating certain "green" components as set forth on **Exhibit G**, including, but not limited to, a natural gas co-generation system for heat and power, white roof also known as a cool roof coating for reduction of energy consumption, solar panels on the roof, grey water recycling system, on-site rainwater retention system, interior electric vehicle charging station and bike rack;

g) Installation of Circuit Connection Box for Micro-Grid: installing 2'x4'x1' circuit connection box that has been designed and certified by the National Electrical Manufacturer's Association (NEMA), including the transfer enclose and any conduits, fittings, seals, and

cables, to support a potential power transfer as set forth herein, inside the garage within the Project (the "Circuit Connection Box");

h) Passive House Certification: obtaining Passive House Certification from the Passive House Institute by incorporating certain core components as more specifically set forth on the Certification Criteria for Residential Passive House Buildings attached hereto as **Exhibit H**; and

i) Flood Mitigation: recognizing the flooding challenges faced by the City, Redeveloper agrees to give priority to the use of any design and construction features that will serve to maximize storm water management and flood mitigation in the area surrounding the Project Premises (collectively, the "Project" or "Project Description").

SECTION 1.2 Goals. Redeveloper has identified the following goals for the Project and has committed to achieving, but shall not be required to complete, the following:

a) LEED Platinum: LEED Platinum Certification from the US Green Building Council;

b) Energy Star: Energy Star Building Certification pursuant to any standards and regulations set forth by the United States Environmental Protection Agency;

c) Power Transfer: transfer of power that is generated on-site to the local power microgrid through the Circuit Connection Box; and

d) Electrical Vehicle Charging Station: install, implement and operate up to three (3) exterior electrical vehicle charging stations that have been designed and certified by NEMA.

SECTION 1.3 Designation of the Redeveloper. The City hereby designates Frank Pasquale Limited Partnership a/k/a/ Lorien Lofts as the exclusive Redeveloper of the Property,

subject to the satisfaction of all the terms and provisions of this Agreement.

SECTION 1.4 Determination of Consistency Prior to Planning Board Application by Director of Community Development. The City conceptually approves the uses, layout, density, parking and architectural design of the Project Improvements. After the preparation of engineering and architectural plans and before the submission of an application to the City Planning Board, Redeveloper shall submit the proposed application to the City of Hoboken's Director of Community Development ("Director") for a determination that such plans are consistent with the description of the Project Improvements set forth herein. Such determination shall be made within 30 days after the submission to the Director of the proposed complete application to the Planning Board. The Redeveloper shall diligently prepare and submit to the Planning Board applications, as appropriate, for preliminary and final site plan approval, prepared by a State of New Jersey licensed architect, Surveyor and/or Engineer for the development and construction of the Project. As a condition precedent to the submission to the Planning Board of any application for preliminary and final site plan approval, including any amendment to any approved preliminary or final site plan approval, the Redeveloper shall submit a copy of said application to the City of Hoboken's Director of Community Development for a determination that the application complies in all material respects to the Project Description. Additionally, the preliminary and final site plan shall be consistent with the Redevelopment Plan, as may be amended, and this Agreement.

SECTION 1.5 Construction and Implementation of the Project. Redeveloper agrees, at its sole cost and expense, to construct and implement and complete the Project, including the Infrastructure Improvements, in accordance with the Project Schedule attached hereto as **Exhibit F**, the Redevelopment Plan, the application submitted to the Planning Board, and the terms and conditions of this Agreement. Additionally, the Redeveloper shall design and construct the Project in a good and workmanlike manner and in accordance with all applicable laws, rules and regulations.

SECTION 1.6 Project Schedule. It is acknowledged by the Parties that the construction of the Project is time sensitive and shall require the coordination of a multitude of efforts by the Redeveloper, the City, and other governmental and private entities. The Project Schedule attached hereto as **Exhibit F** shall control the progress and completion of the Project. The

Redeveloper agrees to commence construction of the Project as set forth in the Project Schedule. The Redeveloper further agrees to diligently implement and complete the Project by the Completion Date set forth in the Project Schedule.

SECTION 1.7 Progress Reports. On a quarterly basis, Redeveloper shall submit to the Director written progress reports which shall include a description of activities completed, activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is delayed or which has not otherwise been completed in accordance with the Project Schedule, a description of problem areas, current and anticipated delays or delaying factors and the estimated impact on performance of other activities and completion dates in the Project Schedule, and an explanation of corrective action taken or proposed in order to mitigate the delay.

SECTION 1.8 List of Governmental Approvals. Within thirty (30) days of the execution of this Agreement, Redeveloper shall provide the Director with a list of all governmental approvals required to complete the Project.

ARTICLE II
PROJECT APPROVALS

SECTION 2.1 Governmental Approvals. In accordance with the Project Schedule, Redeveloper shall promptly and diligently, at its sole cost and expense, seek all governmental permits, approvals, licenses and/or certificates required in connection with (i) the construction and implementation of the Project and (ii) Redeveloper's intended use of the Project Site (collectively the "Governmental Approvals"). After the submission of each application for any Governmental Approval, Redeveloper shall promptly notify the Director such application submission and shall provide the Director with copies of same, upon request. Redeveloper shall provide the Director with copies of all Governmental Approvals obtained. The City shall cooperate with Redeveloper in connection with the Governmental Approvals and all costs incurred by the City in connection with Redeveloper's Governmental Approvals shall be paid by the Redeveloper in accordance with **Section 5.1** regarding City Costs.

SECTION 2.2 Certificate of Completion. The completion of the Project shall be evidenced by a certificate in recordable form issued by the City. The Certificate of Completion

shall constitute a conclusive determination of the satisfaction and termination of the Agreement, but for any provisions which expressly survive the termination of this Agreement, and covenants in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct and implement the Project within the dates for the commencement and completion of same. Upon issuance of the Certificate of Completion, the conditions determined to exist at the time the Project Premises were determined to be an area in need of redevelopment shall be deemed to no longer exist and the land and improvements upon the Project Premises shall no longer be subject to eminent domain as a result of those determinations.

The City shall not unreasonably withhold or delay the delivery of a Certificate of Completion. If the City determines that the Redeveloper is not entitled to a Certificate of Completion, the City shall deliver written notice of such determination to the Redeveloper, within thirty (30) days of such determination, which written notice shall include a written statement of the reasons the City refused or failed to furnish a Certificate of Completion.

ARTICLE III
GENERAL REPRESENTATIONS AND WARRANTIES

SECTION 3.1 Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the City, for the purpose of inducing the City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date of this Agreement:

a) Authorized to Conduct Business in the State of New Jersey. The developer is a limited partnership of the State of New Jersey, authorized and qualified to do business in the State of New Jersey and is in good standing under the laws of the State of New Jersey, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

b) Authority to Enter into Agreement. The Redeveloper has the legal power, right and authority to enter into this Agreement and

the instruments and documents referenced herein to which Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

c) Binding Upon Redeveloper. This Agreement is duly executed by the Redeveloper, and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

d) No Pending or Threatened Litigation. To the best of the Redeveloper's knowledge, there is no pending or threatened litigation, suit, proceeding, or investigation that would prevent the Redeveloper from performing its duties and obligations hereunder or have a material adverse effect on the financial condition of the Redeveloper or its members. The Redeveloper shall notify the City of any and all litigation that could potentially prevent the Redeveloper from performing its duties and obligations hereunder.

e) Materials and Documentation Submitted to the City. To the best of the Redeveloper's knowledge, all materials and documentation submitted by the Redeveloper and its agents to the City and its agents were, at the time of such submission, and as of the Effective Date of this Agreement, materially accurate, and the Redeveloper shall continue to inform the City of any material changes in the documentation submitted, including any updated or new environmental reporting through the issuance of any Response Action Outcome ("RAO").

f) Sworn Statement. The Redeveloper shall, at the time that the Redeveloper executes this Agreement and also at any other such

time as the City may reasonably request through the issuance of the Certificate of Completion, furnish the City with a complete statement sworn and subscribed to by the principal of the Redeveloper identifying all persons holding ownership interests, equitable interests or beneficial interests in the Redeveloper to the extent that such interest exceeds ten (10%) percent and the extent of their respective holdings, pursuant to N.J.S.A. 40:55D:48.1.

g) Ownership and Control. The Redeveloper represents and warrants that Redeveloper owns and controls the Project Premises.

h) Parking Space. The Deed to each residential unit within the Project shall include at least one (1) on-site parking space.

i) Compliance with Redevelopment Pay-to-Play Ordinance.

The Redeveloper covenants that it is not in violation of the City of Hoboken's Redevelopment Pay-to-Play Ordinance, as that term is defined herein, and that it shall not solicit or make any financial contribution in contravention with or otherwise prohibited by the Redevelopment Pay-to-Play Ordinance. The "Redevelopment Pay-to-Play Ordinance" shall refer to the City of Hoboken Ordinance No. Z-89 entitled "An Ordinance Amending Chapter 20A of the Administrative Code of the City of Hoboken entitled 'Professional Service Contracts;' Chapter 20C of the Administrative Code of the City of Hoboken entitled "Redevelopment Pay-to-Play Reform;" and Chapter 20B of the Administrative Code of the City of Hoboken entitled Contribution Disclosure statements.'"

SECTION 3.2 Prohibition Against Conflicts of Interest. No member, agent, official, employee, or representative, of the City has or shall acquire any interest, direct or indirect, in the Project or the Project Premises, or has or shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with the Project or Project Premises, in accordance with the requirements of the Law.

SECTION 3.3 Representations and Warranties by the City. The City hereby represents and warrants the following to the Redeveloper to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date of this Agreement:

a) Authority to Enter into Agreement. The City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

b) Binding Upon the City. This Agreement is duly executed by the City and is valid and legally binding upon the City and enforceable in accordance with its terms on the basis of Legal Requirements presently in effect.

c) No Pending or Threatened Litigation. Except as disclosed in writing, there is no pending, or to the best of the City's knowledge, threatened litigation, suit, proceeding, or investigation that would prevent the City from performing its duties and obligations hereunder. The City shall notify the Redeveloper of any and all litigation that may prevent the City from performing its duties and obligations hereunder.

ARTICLE IV
REDEVELOPER COVENANTS

SECTION 4.1 Redeveloper Covenants. The Redeveloper covenants and agrees that:

a) Utilization of Project Premises. The Redeveloper shall not utilize the Project Premises or any part thereof in a manner that is not consistent with the Redevelopment Plan or this Agreement. The Redeveloper shall construct only those uses set forth on the Revised Site Plans and Project Description attached hereto as **Exhibit C** and **Exhibit D**,

respectively, and established in the Redevelopment Plan, or, if the Redevelopment Plan is modified or amended by the City, the modified or amended Redevelopment Plan shall not apply to the Project, unless and until the Parties enter into an Amendment of this Agreement to provide for the applicability of such modifications or amendment to the Project. Additionally, prior to the issuance of a Certificate of Completion by the City, the Redeveloper shall not utilize the Project Premises, or any portion thereof as collateral for any activity unrelated to this Project.

b) Completion of the Project in accordance with Project Schedule. The Redeveloper shall commence construction of the Project by or on the dates set forth in the Project Schedule and shall implement and complete the Project in accordance with conditions and requirements of this Agreement, the Redevelopment Plan and all applicable laws, rules and regulations, including, but not limited to, Ordinances of the City of Hoboken, Environmental Laws, and the Act.

c) Transfers Prohibited without Prior Written Consent of the City. The Redeveloper shall not, without the prior written consent of the City:

(i) effect or permit any change, directly or indirectly, in the majority ownership or control of Frank Pasquale Limited Partnership;

(ii) assign or attempt to assign this Agreement or any rights herein or in the Project Premises; or

(iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Project Premises or the Project (collectively a "Transfer"), except: (a) to purchasers of the residential units that are included in the Project; and/or (b) to another corporate entity which is owned and controlled by the exact same persons or principles as Frank Pasquale Limited Partnership at the time of said Transfer.

SECTION 4.2 City Covenants. The City covenants and agrees that it shall cooperate

with Redeveloper in: (1) the activation of the Circuit Connection Box in order that a transfer of power to the microgrid from the Project Premises may be achieved and (2) the implementation of the exterior electrical vehicle charging station referenced herein.

SECTION 4.3 Prohibition on Discrimination. The Redeveloper shall not discriminate against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, gender, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of owners, tenants, lessees, subtenants, sublessees, or vendees on the Project Premises.

SECTION 4.4 Effect and Duration of Covenants. The Redeveloper's covenants in this Article shall run with the land and be referenced in any deeds, leases or other documents of Transfers or conveyances for properties or units in the Project or located upon the Project Premises. Except as otherwise stated herein, the covenants shall cease and terminate upon the issuance of a Certificate of Completion for the Project by the City.

ARTICLE V
REDEVELOPER OBLIGATIONS

SECTION 5.1 City Costs. All costs associated with the construction and implementation of the Project, including payment of the City Costs, as that term is defined herein, and any other costs directly incurred by the Redeveloper, shall be solely the responsibility of the Redeveloper. "City Costs" shall mean all reasonable costs and/or expenses incurred by the City in connection with the Project, which shall include, but not be limited to, the following: any fees and costs of any professional, consultant, contractor or vendor retained by the City, including attorneys, engineers, technical consultants, planners, financial consultants and appraisers, among others.

SECTION 5.2 Reimbursement of City Costs. Redeveloper shall reimburse the City's costs on a monthly basis within thirty (30) days after receipt from the City of a detailed, written invoice for payment of costs incurred by the City. Should Redeveloper fail to pay said monthly

invoice within thirty (30) days, the City, at its option, may notify Redeveloper that it will no longer accept payment on a monthly basis and Redeveloper shall be required to immediately deposit with the City the amount of Five Thousand dollars ($5,000.00) to be maintained in a separate account by the City and to be drawn down upon by the City to cover any City Costs, as that term is defined herein (the "Escrow Account"). The City shall provide the Redeveloper with detailed, written invoice(s) setting forth the City Costs which will be drawn down from the Escrow Account. The Redeveloper shall replenish the Escrow Account such that it consistently contains at least $5,000.00 at any given time, through the issuance of a Certificate of Completion. If at any time the City Costs exceed the amount of funds in the Escrow Account, the Redeveloper shall reimburse any outstanding City Costs within ten (10) days' written notice from the City that such costs are due and Redeveloper shall simultaneously replenish the Escrow Account in accordance with the terms of this Section.

ARTICLE VI
SATISFACTION OF AFFORDABLE HOUSING OBLIGATIONS

SECTION 6.1 Affordable Housing Payment. The Parties acknowledge that it is the policy of the City to affirmatively provide an appropriate variety and choice of housing, including low and moderate-income housing, to meet the needs, desires and resources of all individuals who may desire to live within the City's boundaries. Accordingly, the Redeveloper agrees that it will pay to the City the total sum of Forty Thousand Dollars ($40,000.00) ("Affordable Housing Payment") in full and final satisfaction of the Redeveloper's obligation to provide any on or off site affordable housing units, in order to provide a funding source to be utilized by the City to assist in achieving this goal.

SECTION 6.2 Payment Schedule. The Affordable Housing Payment shall be paid by the Redeveloper to the City in ten (10) equal payments of Four Thousand Dollars ($4,000.00) to be made within five (5) business days of the closing of title to each of the ten (10) units that shall comprise the Project.

SECTION 6.3 Independent Audit. Within forty five (45) days after the closing of the last remaining unit, the Redeveloper shall deliver a post-completion independent audit that fully sets forth the actual costs, sales proceeds and profits in such detail so as to identify the financial

return to the Redeveloper as a result of undertaking and completing the Project. Nothing contained herein shall increase Developer's financial responsibility with respect to any affordable housing obligation.

ARTICLE VII
COMPLIANCE WITH LAWS

SECTION 7.1 Compliance. Redeveloper shall comply with all laws, statues, ordinances, regulations and other requirements of any governmental authority, including, but not limited to, Environmental Laws, in the construction and implementation of the Project.

ARTICLE VIII
MAINTENANCE OF PROJECT SITE

SECTION 8.1 Maintenance/Repairs. Prior to the issuance of the Certificate of Completion, Redeveloper shall, at its sole cost and expense, take good care of the Project Site and put, keep and maintain the same in neat, good, safe and substantial order and condition, shall not suffer any waste with respect thereto and shall promptly, at Redeveloper's sole cost and expense, make all necessary repairs and replacements to the Redeveloper's improvements thereon.

SECTION 8.2 Neighborhood Impacts. The Redeveloper shall take all steps that are reasonably necessary in order to minimize any potential negative effects that the construction and implementation of the Project and/or use of the Project Premises may have upon the surrounding neighborhoods, including, but not limited to: (a) minimization of the traffic effects both during the construction of the Project and after its completion; (b) migration of rodents, insects or other animals from the Project Premises during any demolition as well as during the construction of the Project; and (c) minimization of excessive or unwarranted illumination, noise or pollution into the surrounding communities.

SECTION 8.3 Signage. Redeveloper, at its sole cost and expense, may install signs for its use of the Project Premises of such size, design, character, number and location as the City shall first approve in writing, which approval shall not be unreasonably withheld, delayed or conditioned. Redeveloper shall maintain all such signs in good condition and repair at all times.

The erection and maintenance of such signs shall be in compliance with all applicable laws, rules, regulations and ordinances.

ARTICLE IX
"UNCONTROLLABLE CIRCUMSTANCE"

SECTION 9.1 Uncontrollable Circumstance. shall mean the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the Parties hereto; provided however that such act, event or condition shall be beyond the reasonable control of the party relying thereupon as justification or explanation for failing to satisfy any obligation or comply with any condition required of such party under the terms of this Agreement:

a) An act of God, lightning, blizzards, earthquake, hail, flooding, acts of a public enemy, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence , but not including reasonably anticipated seasonal weather conditions for the geographic area of the Project other than those set forth above;

b) A landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of either Party hereto;

c) The order, judgment, action and/or determination of any federal, state or local court, administrative agency or governmental body (other than the City) with jurisdiction, excepting decisions interpreting federal, state and local tax laws generally applicable to all business taxpayers, adversely affecting the permitting and/or construction or development of the Project; provided however, that such order, judgment, action and/or determination shall not be the result of the actions of the Party relying thereupon and that neither the contest of any such order, judgment, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed to constitute a willful, intentional or negligent action or inaction by such Party;

d) The suspension, termination, interruption, denial or failure of renewal or issuance of any Governmental Approval which is required for the implementation of the Project (as evidenced by written notices from the regulatory agency having jurisdiction over such matter), or during any period in which a stay remains in effect by a Court of competent jurisdiction resulting from litigation involving a challenge to a Governmental Approval or denial of any Governmental Approval, provided however, that such suspension, termination, interruption, denial or failure of renewal or issuance, or any stay which results from such litigation shall not be the result of the action or inaction of the Party relying thereupon and that neither the contest of any such suspension, termination interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed to constitute a willful, intentional or negligent action or inaction by such Party; or

e) Labor union strikes or similar labor union action by equipment manufacturers, suppliers of material, employees, and/or transporters of same to the extent that such labor union strikes are related to regional labor dispute(s) and not specific to the Project.

The Parties hereto acknowledge that the acts, events or conditions set forth above are intended to be the only acts, events or conditions which may (upon satisfaction of the conditions specified above) constitute an Uncontrollable Circumstance under this Agreement.

ARTICLE X
ENVIRONMENTAL MATTERS

SECTION 10.1 Redeveloper's Environmental Obligation to Investigate and Remediate.

a) The Redeveloper, at its sole cost and expense, shall conduct all necessary site investigation, commencing with a preliminary assessment, and remediation upon the Project Premises in accordance and compliance with all applicable Environmental

Laws, including, but not limited to the Mandatory and Regulatory Timeframes contained within the ARRCS. Further, the Redeveloper shall retain a Licensed Site Remediation Professional ("LSRP") and diligently pursue the issuance of a site-wide RAO, in accordance and compliance with all applicable Environmental Laws. "Environmental Laws" shall mean any current or future applicable federal, state or local law, rule, regulation, order, ordinance or other legal requirement related to the protection of human health and the environment, including, without limitation, Site Remediation Reform Act, N.J.S.A. 58:10C-1, et seq. ("SRRA"); Brownfield and Contaminated Sites Remediation Act, N.J.S.A. 58:10B-1, et seq. ("BCSRA"); New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. (the "Spill Act"); Administrative Requirements for the Remediation of Contaminated Sites ("ARRCS"), N.J.A.C. 7:26C; Remediation Standards Rules, N.J.A.C. 7:26D; and the Technical Requirements for Site Remediation ("Technical Rules"), N.J.A.C. 7:26E.

The Redeveloper agrees to promptly provide the City with a copy of any Preliminary Assessment, Site Investigation Report(s), Remedial Investigation Report(s), Remedial Action Work Plan(s), and Remedial Action Reports, as applicable, for the Project Premises which are in Redeveloper's possession or control, now and in the future.

b) Implementation of Presumptive Remedy for Residential Use. Environmental remediation of the Project Premises shall be consistent with residential use and shall implement the applicable presumptive remedy in accordance with Environmental Laws.

c) Generation of Contamination. The Redeveloper shall not generate or cause any release or discharge of any contaminant(s) or hazardous substance(s) at, on, under or upon the Project Premises.

d) Environmental Remediation as Condition Precedent to Commencement of Construction. Under no circumstances shall Redeveloper commence construction of any building upon the Project Premises unless and until the Project Premises have been fully remediated, consistent with the intended residential use of the Project Premises and the terms herein.

10.2 Environmental Indemnification. Redeveloper covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and hold the City of Hoboken and any and all of its past, present, and future elected officials, agents, employees, officers, consultants and contractors ("City Indemnified Parties"), harmless from any claims, liability, injury, damages, costs, claims, actions and expenses including, but not limited to, the cost of any required investigation and remediation of any environmental conditions, natural resource damages and the cost of attorneys' fees which may arise out of the environmental conditions at, on, under or migrating from the Project Premises. In any situation in which the City Indemnified Parties are entitled to receive and desire defense and/or indemnification by the Redeveloper, the City Indemnified Parties shall provide prompt notice of such situation to the Redeveloper. Failure to provide prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the City Indemnified Parties, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend. Upon receipt of such notice, the Redeveloper shall defend any action or proceeding on behalf of the City Indemnified Parties, and shall be responsible for the employment of legal counsel reasonably acceptable to the City Indemnified Parties, the payment of all expenses associated with same, and the right to negotiate and consent to any settlement. All of the City Indemnified Parties shall have the right to employ separate counsel at Redeveloper's expense in any such action and to participate in the defense thereof. This Section regarding indemnity shall survive the termination of this Agreement.

ARTICLE XI
INSURANCE

SECTION 11.1 Insurance. Redeveloper shall provide Hoboken with a Certificate of Insurance naming the City Indemnified Parties as additional insureds on policies of insurance related to Comprehensive General Liability, Excess Liability and Environmental Liability insurance, which insurance shall remain in full force and effect for the duration of this Agreement and shall provide for not less than thirty (30) days' written notice by registered or certified mail of the cancellation, non-renewal or change in coverage made by Redeveloper. The Certificates of Insurance must also reference this Agreement and the indemnity in this Agreement as a covered contract.

SECTION 11.2 Insurance Required. Prior to any work being undertaken upon the Project Premises or any portion thereof by the Redeveloper, the Redeveloper shall furnish or shall cause to be furnished to the City, duplicate originals of proof of the following insurance coverage:

a) Commercial General Liability Insurance: including blanket Contractual Liability coverage and Explosion Collapse and Underground, insuring the Redeveloper against losses, costs, liabilities, claims, or causes of action arising out of property damage or bodily injury, including death, sustained upon the Project Premises; and

b) Builder's Risk Insurance: for the benefit of the Redeveloper during the term of construction, sufficient to protect against loss or damage resulting from all standard perils, including fire and/or lightning, vandalism, and malicious mischief; and

c) Workers' Compensation Insurance: as required by law, with an employer's liability insurance endorsement with customary limits to be carried by each of Redeveloper's contractors and subcontractors; and

d) Comprehensive Automobile Liability Insurance: covering all owned, hired and non-owned vehicles.

All insurance policies required by this section shall: (i) contain the policy limits set forth in **Exhibit I**, attached hereto and incorporated by reference; (ii) be obtained from reputable insurance carriers licensed to do business in the State of New Jersey and rated at least A- in Best's Insurance Guide or at a similar level in such other industry-accepted review system; (iii) be maintained for each structure developed and constructed upon the Project Premises until a Certificate of Completion is issued; (iv) apply to all bodily injury, including death, property damage, and other customarily covered losses, as applicable, occurring during the policy term; (v) add City Indemnified Parties as additional insureds; (vi) provide that such coverage shall be primary and non-contributing and that any insurance maintained by the City shall be excess insurance only; (vii) be endorsed with a waiver of subrogation clause for the City; (viii) provide that the policies cannot be canceled or materially changed except after thirty (30) days written

notice by the insurer to the City; (ix) provide that the City shall not be liable for any premiums or assessments; and (x) carry commercially reasonable deductibles.

ARTICLE XII
DEFAULT AND TERMINATION

SECTION 12.1 Events of Default. Prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and subject to an Uncontrollable Circumstance, each of the following shall constitute an Event of Default, unless stated otherwise herein:

1. Redeveloper's Events of Default.

   a) Failure to Pay City Costs. If the Redeveloper or its successors in interest or assigns knowingly fail to pay any portion of the City Costs pursuant to the terms of this Agreement, and such failure shall have continued for a period of thirty (30) days after written notice specifying such failure; or

   b) Failure to Comply with Project Schedule. If the Redeveloper or its successors in interest or assigns fail to proceed with the construction and implementation of the Project in accordance with the dates contained in the Project Schedule in a material respect or if the Redeveloper or its successors in interest or assigns willfully abandon or suspend construction activities associated with the Project for a period of thirty (30) consecutive days, unless such suspension arises out of an Uncontrollable Circumstance and any such abandonment or suspension shall not be cured, ended, or remedied within a reasonable period of time after the service on the Redeveloper of written notice of default by the City; or

   c) Failure to Pay Taxes. Except as otherwise provided herein, if the Redeveloper or its successors in interest or assigns knowingly fail to pay the City for any real property taxes within one hundred eighty (180) days of when such payment is due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any

other unauthorized encumbrance or lien to attach and such real property taxes, encumbrance or lien shall not have been paid, or the encumbrance or lien removed or discharged within ninety (90) days after written demand by the City to do so; or

d) Unauthorized Transfers. If the Redeveloper or its successors in interest or assigns, in violation of this Agreement , fee title to any portion of the Project Premises and such violation shall not be cured within sixty (60) days after written demand by the City, unless the time to cure is extended in writing; or

e) Liquidation. If the Redeveloper or its successors in interest or assigns be liquidated, or file a voluntary petition in bankruptcy or for an arrangement pursuant to applicable bankruptcy laws or shall make an assignment for the benefit of creditors and same shall not be vacated or set aside or stayed within thirty (30) days from entry thereof; or

f) Foreclosure. If the Redeveloper or its successors in interest or assigns permit an entry of a judgment in foreclosure or the issuance of a Deed in Lieu of Foreclosure relating to any financing in connection with the Project; or

g) Failure to Perform Covenant or Condition. If the Redeveloper or its successors in interest or assigns fail to perform any covenant or condition contained in this Agreement and where such failure persists for a period of sixty (60) days following service of written notice from the City specifying the alleged failure, provided however, that if such failure cannot be reasonably remedied within the sixty (60) days following service of the City's written notice, it shall not be deemed to be an Event of Default as long as the Redeveloper or its successors in interest or assigns, as applicable, is proceeding with due diligence to remedy same.

2. City's Events of Default.

a) Amendment to Redevelopment Plan Rendering Project a Prohibited Use. If the Governing Body adopts any amendment(s) to the Redevelopment Plan that would render the Redeveloper's proposed Project a prohibited use or where such amendment(s) to the Redevelopment Plan would materially affect the marketability or feasibility of the Project; or

b) Failure to Cooperate. If the City fails to reasonably cooperate with the Redeveloper's efforts to complete and submit any necessary Governmental Application or if the City fails to reasonably cooperate with the Redeveloper's efforts to obtain any of the necessary Governmental Approval(s), provided that the Redeveloper is otherwise diligently pursuing said Governmental Approval(s); or

c) Failure to Issue Certificate of Completion. If the City knowingly and unreasonably fails to issue a Certificate of Completion for the Project; or

d) Failure to Serve Notice. If the City fails to serve upon the Redeveloper a written notice of deficiency(ies) within a reasonable time in response to its site plans, submitted by the Redeveloper or in connection with the issuance of a Certificate of Completion; or

e) Failure to Perform Covenant or Condition. If the City knowingly and unreasonably fails to perform any covenant or condition contained in this Agreement and where such failure persist for a period of sixty (60) days following the City's receipt of a written notice from the Redeveloper specifying the alleged failure and requesting that such failure be remedied, provided however, that if such failure of performance of the relevant covenant or condition cannot be reasonably remedied within the sixty (60) days following the City's receipt of the Redeveloper's written notice, it shall not be deemed to be an Event of Default as long as the City is proceeding with due diligence to remedy same.

Notwithstanding any provision to the contrary, it shall not be an Event of Default by

either of the Parties if a court of competent jurisdiction issues a ruling, the effect of which is to render invalid the implementation of this Agreement.

SECTION 12.2 Remedies Upon Event of Default. In an Event of Default by the Redeveloper, then the City may take whatever action, at law or in equity, it may deem desirable, including the pursuit of damages, or the City may institute such proceedings as may be necessary in its discretion to cure such Event of Default. Additionally, upon an Event of Default by the Redeveloper, the City shall have right to take one or more the following actions:

a) Cease, halt or withhold review or approval process of applications for any and all Governmental Approvals sought by the Redeveloper, including, but not limited to, building permits, Certificates of Occupancy and Certificate of Completion, sought by the Redeveloper;

b) Cease, halt, or withhold cooperation with the Redeveloper; or

c) Terminate this Agreement, in which case, the Redeveloper's designation as the exclusive Redeveloper of the Project Premises shall automatically terminate and become null and void.

SECTION 12.3 No Waiver of Rights and Remedies by Delay. Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights during the negotiation of any disputes that may arise as a result of the Event of Default.

SECTION 12.4 Rights and Remedies Cumulative. The rights and remedies of the Parties hereto, whether provided by law or by the terms of this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other Event of Default or breach by the other Party.

SECTION 12.5 Failure or Delay. Except as otherwise expressly stated herein, any

failure or delay by either Party to assert any of its rights or remedies as to any Event of Default shall not operate as a waiver of any kind unless specifically stated in writing by the Party asserting the Event of Default.

ARTICLE XIII
TERMINATION RIGHTS OF THE CITY

SECTION 13.1 Termination Rights of the City. This Agreement shall terminate upon notice by the City to the Redeveloper, notwithstanding the occurrence of an Uncontrollable Circumstance and/or an Event of Default by Redeveloper if: (a) Within six (6) months of the dates set forth in the Project Schedule, Redeveloper fails to submit applications which are deemed complete by the applicable governmental agency for all Governmental Approvals required for the Project; or (b) notwithstanding the timely issuance of all required Governmental Approvals, Redeveloper fails to commence construction of the Project within six (6) months of the dates set forth in the Project Schedule.

ARTICLE XIV
NOTICES

All Notices permitted or required to be provided by the Redeveloper or the City shall be made in writing and shall be deemed duly provided (i) upon confirmation of facsimile; (ii) one (1) business day (excluding any federal or State legal holiday) following the date sent, if sent by overnight delivery; and (iii) three (3) business days following the date mailed, if mailed by registered or certified mail, return receipt requested and postage prepaid at the following addresses:

To the City of Hoboken:

Mayor Dawn Zimmer and
Members of the Council of the City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

with a copy to:

Brandy A. Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 420-2233

and

Mellissa Longo, Esq.
Corporation Counsel of the City of Hoboken
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 420-2058

and

Joseph J. Maraziti, Jr., Esq.
Maraziti Falcon, LLP
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078
(973) 912-6819

To the Redeveloper:

Frank Pasquale
Frank Pasquale Limited Partnership
807 Four Seasons Drive
Wayne, New Jersey 07470

with a copy to:

James J. Burke, Esq.
James J. Burke & Associates, LLC
235 Hudson Street
Hoboken, NJ 07030

ARTICLE XV
MISCELLANEOUS

SECTION 15.1 Non-Liability of Officials and Employees of the City. No member, official, employee or consultant of the City's shall be personally liable to the Redeveloper, or any successor in interest, in an Event of Default or breach by the City, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement.

SECTION 15.2 Non-Liability of Officials and Employees of the Redeveloper. No member, officer, shareholder, director, partner, employee or consultant of the Redeveloper shall be personally liable to the City, or any successor in interest, in an Event of Default or breach by

the Redeveloper or for any amount which may become due to the City, or its successor, on any obligation under the terms of this Agreement.

SECTION 15.3 Binding Effect. This Agreement is binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Parties hereto subject to the provisions herein.

SECTION 15.4 Exhibits. All Exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

SECTION 15.5 Time of the Essence. Redeveloper acknowledges and agrees that adherence to the Project Schedule is of the essence to this Agreement.

SECTION 15.6 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 15.7 Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this Agreement.

SECTION 15.8 Severability. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 15.9 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

SECTION 15.10 Governing Law. The Parties acknowledge and agree that the laws of the State of New Jersey shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year above written.

FRANK PASQUALE LIMITED PARTNERSHIP

Attest:

_____ By: _____

Frank Pasquale

CITY OF HOBOKEN

Attest:

_____ By: _____

Dawn Zimmer
Mayor, City of Hoboken

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

I CERTIFY that on _____ _____, 2014, personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, is the _____ of Frank Pasquale Limited Partnership, which is the company named in this document; and signed and delivered this document as his/her act and deed on behalf of the said limited partnership.

_____

, Secretary

Signed and sworn to before me
on _____, 2014.

_____

Notary Public

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

I CERTIFY that on _____, 2014, James J. Farina, RMC, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the City of Hoboken, named in this document;

(b) this person is the attesting witness to the execution of this document by the proper City of Hoboken official who is Dawn Zimmer, Mayor;

(c) this document was signed and delivered by the City of Hoboken as its voluntary act duly authorized by a proper resolution of the City of Hoboken; and

(d) this person signed this proof to attest to the truth of these facts.

_____

Signed and sworn to before me
on _____, 2014.

_____

Notary Public

132023

EXHIBIT A

Second Amended and Restated Pre-Submission Form

RECEIVED
APR 7 2014
BY HOBOKEN PLANNING BOARD

CITY OF HOBOKEN

PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to the City must complete the following form in its entirety and submit one (1) original and four (4) copies and one (1) electronic copy via cd-rom of the form including full sets of any and all required attachments, exhibits, site plans, disclosure forms, or other such documentation as may be required, to the City of Hoboken Director of Community Development, City Hall, 94 Washington Street, Hoboken, New Jersey 07030. The City retains the right to reject any application or part thereof for any reason, in its sole discretion. All submissions made to the City shall become property of the City and shall not be returned to the Applicant. Applicants shall submit applications at their sole cost and expense.

I. APPLICANT INFORMATION SECOND AMENDED AND RESTATED

Name: Frank Pasquale Limited Partnership

Address: 807 Four Seasons Drive

Wayne, New Jersey 07470

Telephone: 973-333-9044 Fax: ___

Email: fapasquale@gmail.com

If the Applicant is a Corporation, LLC, or LLP, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as Exhibit A.

II. SUBJECT PROPERTY / SITE INFORMATION

D. Description of existing structure(s): 2 Story Brick
E. Description of present use: Office

III. RELATIONSHIP OF APPLICANT TO THE PROJECT SITE

Owner: Frank Pasquale Limited Partnership

If the Owner is an entity, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A.**

Contract Purchaser:

_____

Other (please specify):

_____

IV. APPLICANT PROFESSIONALS (as applicable) See # 4 in cover letter

A. Attorney: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

B. Architect: _____

Address _____

Telephone: _____

Email: _____

C. Engineer: _____

D. Planner: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

V. REASON FOR APPLICATION / PURPOSE

Please describe, in as much detail as possible, the reasons for the application:

Owner intends to develop the site into a six (6) story eleven (11) unit residential building with twelve (12) parking spaces. Project is now known as Lorien Lofts. Building will be a state of the art environmentally friendly structure. Passive solar and active solar elements will be incorporated (see copy of architectural plans for more detail). Most notably, the owner intends to incorporate natural gas cogeneration for power and heating. Lead Gold Certification is the Owner's goal.

Owner believes this will be the first building in Hudson County to incorporate natural gas cogeneration. In the event of power loss due to weather events or for any other reason the building will, because of these cutting edge designs, be able to maintain a level of power to service the building.

VI. DESCRIPTION OF PROPOSED PROJECT

A. Proposed Use(s): 11 Unit Residential Building

B. Proposed Setbacks:

Front 0 Side 1 0 Side 2 0 Rear Yard 0

C. Proposed Building(s):

Bldg. Ht. (feet) 65 Bldg. Ht. (stories) 6

Affordable: 0

Low Income: 0

F. Proposed Commercial / Office Area (sq. ft.): 0

G. Proposed Commercial / Retail Area (sq. ft.): 0

H. Accessory Parking (# spaces): 11

I. Public Parking (# spaces): 0

J. Proposed Schedule for Construction / Completion: 1 year from Planning Board Approval

VII. PUBLIC BENEFITS AND AMENITIES

A. Open Space: _____

B. Public Space: _____

C. Jobs Created: _____

D. Other: _____

VIII. REQUIRED SUBMISSIONS

1. Contribution Disclosure Statement (mandatory)

2. Description of Applicant Qualifications
   a. List of prior experience
   b. References
   c. Description of project team members and qualifications
   d. Demonstration of financial qualifications

3. Description of Project

Design Team

Frank Pasquale
461 11th Street
Hoboken, NJ 07030
Tel: 973-590-7478
Fax: 201-683-8588
fapasquale@gmail.com

James Burke, Esq.
235 Hudson Street
Hoboken, New Jersey 07030
Tel: 201-610-0800
Fax: 201-610-1170
Jim@attorneyburke.com

Nastasi Architects
321 Newark Street
Hoboken, New Jersey 07030
Tel: 201-653-2577
Fax: 201-653-2642
john@nastasiarchitects.com

John Nastasi, P. C.
321 Newark Street
Hoboken, New Jersey 07030
Tel: 201-653-2577
Fax: 201-653-2642
john@nastasiarchitects.com

Ann Marie Pelletier
Tel: 201-710-5499
Cell: 201-966-9456
amprealty@email.com

Jack Despenza
Tel/Fax: 908-876-5774
Cell: 908-797-2662
jackDispenza@gmail.com

If there are images in this attachment, they will not be displayed. Download the original attachment

Design Team

As the developer of this project I am extremely proud of the following individuals who will join us in the development of this project. I feel that the diverse backgrounds, knowledge and experience create a dynamic forward thinking group. This synergy will guarantee the successful development which will be a state of the art environmentally friendly development which will be a proud addition to the landscape of the City of Hoboken.

Project Director- Frank Pasquale

I have a degree in engineering and have over 35 years of design and development experience. I have been a successful small business owner for 20 years working primarily out of Hoboken. I am a graduate of The University of Michigan Advanced Automotive Technology and Design School and I also am a graduate of the General Motors School of Aerodynamics at Stanford University. Over the years I has been granted 33 US and International patents in Design, Manufacturing Process and Concept. As a developer, I developed several multi acre sites and homes in Morris and Ocean County as well as other parts of New Jersey.

My passion for development as a means of providing a public service lead me to serve as project leader in the development and building of a Vocational High School in Haiti as well as serving as the construction director for a 3000 seat church in Morris County, New Jersey.

My innovations and accomplishments include the first installed pre cast concrete foundation wall system for residential construction in New Jersey. I also designed the largest modular custom home in Morris County. Frank also worked in the capacity of

Secaucus Housing Authority. In addition, he has represented numerous not for profit boards in the creation of affordable housing throughout the State of New Jersey.

Project Manager- Anne-Marie Pelletier

As a Hoboken resident for over 25 years, Anne-Marie brought up her three children here. Anne-Marie is a graduate of McGill University in Montreal where she obtained two law degrees. She is a licensed real estate broker and has worked in real estate industry in various capacities since 1996. As a licensed general contractor she has worked on several multi-family construction projects within the city of Hoboken.

Most recently she developed a large parcel of land into 24 building lots. Her responsibilities included overseeing the surveying of the parcel, the design and construction of the infrastructure and working with public officials and inspectors to complete the project and obtain a municipal bond for the financing of the project.

Anne-Marie is a Court Appointed Special Advocate, "CASA" volunteer and she serves on the board of directors of the not-for-profit organization, "Love for Haiti" where she is, among other roles, exploring avenues to empower women in the fields of construction and infrastructure.

Building Design Consultant- Jack Dispenza

Jack is a graduate of New Jersey Institute of Technology's Architectural Technology program ad has a design history spanning over 30 years. Jack has been granted 10 patents, awarded the Bell Laboratories Presidents Gold Award, 2003, Lucent Technologies Environmental Champions Award, 2002 and 2005. Hi is a Society of Plastics Fellow and a winner of the Society's Engineer of the year Award in 2005. He is the past Chair of the Society of Plastics Engineers and currently serves on the society's IMD Board of Directors.

Architect of Record – Nastasi Architects

Energy/Environment/Engineering Consultant – Thomas Chartier

Please se Tom's Company bio attached.

CHARTIER
SUSTAINABILITY GROUP

70 Monroe Street, #1
Hoboken, NJ 07030
Ph: (201) 420-1237
Fax: (201) 603-4447
www.chartiergrp.com

ABOUT THE FIRM

Chartier Sustainability Group, LLC (Chartier Sustainability Group) is a Real Estate Development, Consulting, and Management firm with an expertise in environmentally sustainable and energy efficient buildings (aka "Green Buildings"). Our primary objective is to acquire undervalued property in emerging neighborhoods with the purpose of increasing its value and maximizing rental revenues through buy and hold strategies.

Chartier Sustainability Group's president and managing partner, Thomas Chartier, is a licensed professional engineer and LEED accredited professional with a background in mechanical engineering, most specifically in HVAC design. Mr. Chartier brings over 15 years of experience in the design, construction and start up of energy efficient and environmentally sustainable buildings. Past projects include the first LEED Platinum and LEED Gold high-rise residential buildings in NYC, the first LEED certified office and retail building on Long Island, and several projects throughout New Jersey. These projects all include various energy efficiency and conservation measures including on-site electrical generation through cogeneration plants and building integrated photovoltaic arrays (aka "solar panels").

Mr. Chartier is the current Chairman of the Committee for a Green Hoboken, the Co-Chairman of the Hoboken Chamber of Commerce's Urban Planning & Sustainability Council; and sits on Hoboken Mayor Dawn Zimmer's "Green Team". Part time, Mr. Chartier teaches the Green Building Initiative, a four week course he developed with the NYC local union 32BJ aimed at educating building managers, superintendents and handymen about energy efficiency, health & safety, and environmentally sustainable building practices.

RECENT PROJECT EXPERIENCE

Tribeca West (830 Jefferson Street, Hoboken, NJ)

Chartier Sustainability Group provided project management and sustainability consulting services for the new construction of a 15-unit condominium project seeking LEED Gold certification, and slated to be Hoboken's first residential building to house a solar thermal system for domestic hot water and a storm water retention tank used for flushing toilets.

M2 (124 Park Avenue, Hoboken, NJ)

Slated to be Hoboken's first LEED Platinum certified building, Chartier Sustainability Group provided consulting services for the selection and design of the building envelope and HVAC systems; performed

Chartier Sustainability Group
Company Bio

275 Berkeley Place, Brooklyn, NY

Chartier Sustainability Group acted as engineer of record and sustainability consultant, providing full mechanical, electrical & plumbing design and consulting services, for this 7,000 sf landmarked single family residence in Prospect Park, built in 1880.

154 Underhill Avenue, Brooklyn, NY

Chartier Sustainability Group acted as engineer of record and sustainability consultant, providing full mechanical, electrical & plumbing design and consulting services, for this 2-family gut rehabilitation project, designed and built to Passive House Standards.

1001 Franklin Ave, Garden City, NY

Thomas Chartier acted as Project Manager for commissioning the core and shell MEP systems of a 130,000 sf office and retail facility, and acted as LEED Accredited Professional for obtaining the LEED-CS certification by the USGBC. The total project cost was approximately $30,000,000.

The Solaire (20 River Terrace, New York, NY) and The Verdesian (211 North End Avenue, New York, NY)

Thomas Chartier acted as Project Manager for the new construction of these sister rental buildings, built one after the other and side by side over the course of four years. The Solaire is 'North America's First Environmentally Sustainable Residential High Rise', also the first Gold LEED-certified residential building. The project consisted of a 30 story, 380,000 square foot structure consists of cast-in-place reinforced concrete with a masonry façade, building integrated photovoltaic panels, and locally manufactured interior materials of a low-toxicity nature. Major systems include a 20,000 gallon black water system, a 10,000 gallon storm water retention system, and an HVAC system consisting of a primary/secondary pumping system with variable frequency drives, a two-cell cooling tower and two 400-ton, natural gas-fired absorption chillers, which provide year-round hot and chilled water to centralized 100% outside air handling units and a 4-pipe fan-coil unit system serving all residences and common areas. A plate and frame heat exchanger installed in parallel with the chillers and cooling tower acts as a waterside economizer. The total project cost was approximately $200,000,000.

NYC's first Platinum LEED certified building, The Verdesian project consisted of a 27 story, 300,000 square foot building, containing 253 residential units with almost identical construction and green features. To improve upon the energy efficiency of the building, a cogeneration plant was added, consisting of a natural gas-fired microturbine, which provided 50kW of electricity and satisfied the entire potable hot water demand. The Verdesian also houses the first North American installation of heliostats, sun-tracking mirrors designed to reflect natural sunlight to an adjacent park, which would otherwise have been shadowed by neighboring high-rises. The total project cost was approximately $200,000,000.

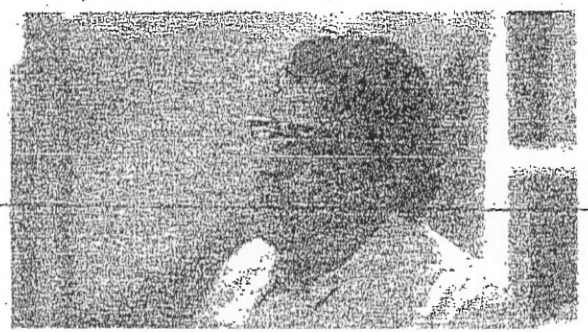
[illegible]

John Nastasi is both an architect and a design educator. As principle of his own design practice in Hoboken, NJ, John has built a prolific and diverse body of work which is distinguished by a consistency of process; a rigorous detailed investigation of real and theoretical issues; and a high level of craftsmanship that accompanies the art of making. In 1998, John's early built work was the recipient of the prestigious Young Architects Award from the Architectural League of New York.

Highly impacted by digital technology, John has been at the forefront of design research in digital practice for over a decade and as his built work, teaching and writing in this area has been published both nationally and internationally. John has been invited to lecture and present his work and teaching at every major architectural school in the United States.

In 2004, John founded the disruptive Product-Architecture Lab at The Stevens Institute of Technology. This program's pedagogical objective; to dissolve long-standing boundaries between design and engineering in both practice and the academy has become the blueprint for many progressive architectural programs and practices throughout the design industry. The pioneering curriculum developed at The Product-Architecture Lab has been directly emulated at both Columbia University's Building Intelligence Program and Harvard University's Advanced Studies Program.

John is an alumnus of Harvard's Graduate School of Design and a recipient of Harvard's Rice Prize in Architecture and Engineering. He resides in Manhattan with his wife, Annmarie and his two sons, August and Giancarlo.



Owner

F.Pasquale Family Limited Partnership was formed 17 years ago. The partnership was founded by Frank F. Pasquale. A brief background on the principle and his ties to the community. Born in Hoboken in the late 20's he was raised in town by his immigrant father and the extended Hoboken community. He relocated his manufacturing business to the city in the mid 60's and operated it until several years ago. His 80 plus year history with Hoboken has given him unique insight and experiences with the city. His commitment to developing this site to complement the neighborhood and bring recognition to the city as progressive and innovative has led to the assembly of a very unique group of professionals. This team has been charged with the design and development of a "off the grid" energy efficient multi-family building. His understanding that a great source of innovation and knowledge resides in the city has led to the inclusion of Stevens Institute of Technology as a key participant on the design team. His commitment to these goals has helped the design team to strive for both L.E.E.D Platinum and "Passive House" certifications. This will be the first multifamily building in New Jersey to be granted this certification.

Funding

It is the intend of the applicant to achieve the necessary funding levels to compete this project through limited private investment, Self-funding, and New Jersey Economic Development Authority Sandy Loan program.

Special Note: a yet to be determined percentage of the profit from this project will be donated to Steven Institute of Technology Green House project and to "Love for Hati". It is also the Developer's intention to make this project model available to New Jersey Clean Energy though the New Jersey Economic Development Authority and the Governor's Office. We are also considering a request to have a film documentary produced high lighting the Design, Development and Construction of this site for later use and release.

Concept

INNOVATIVE ENERGY GOALS

1. US Certification from Passive House Institute
2. LEED BD+C Platinum Certification
3. Installation of Cogeneration Unit
4. Installation of Solar Thermal
5. Green Roof
6. Installation of radiant heat throughout building
7. Electric Charging Stations for use by public (will require dedicated street parking spot by Hoboken City Council)
8. Gray water recycling system
9. Smart Grid feedback system
10. Rain water retention system

LOFFREDO & ASSOC., LLC.
CERTIFIED PUBLIC ACCOUNTANT

William J. Loffredo, CPA

09/09/2013

City of Hoboken Director
of Community Development
94 Washington Street
Hoboken, New Jersey 07030

Re: Frank F. Pasquale
Frank Pasquale Limited Partnership
1024 Adams Street
Hoboken, New Jersey

To whom it may concern:

I have been Frank F. Pasquale's accountant for the past twenty-seven years.

My firm has also been doing the accounting and tax returns for the Frank Pasquale Limited Partnership since inception on December 28, 1999.

Very truly yours,

William J. Loffredo, CPA

William J. Loffredo, CPA
Operating Manager

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

A1. Building Owner's Name FRANK PASQUALE

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1024 ADAMS STREET
City HOBOKEN State NJ ZIP Code 07030

FOR INSURANCE COMPANY USE
Policy Number:
Company NAIC Number:

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
BLOCK 108 LOT 10

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) RESIDENTIAL

A5. Latitude/Longitude: Lat. 40°45'35"N Long. 074°01'33"W Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 2

A8. For a building with a crawlspace or enclosure(s):
a) Square footage of crawlspace or enclosure(s) _____ sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A8.b _____ sq in
d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:
a) Square footage of attached garage _____ sq ft
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
HOBOKEN 340022	HUDSON	NJ

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth)
34017C0043	D		09/04/2008	AE	9.0'

B10. Indicate the source of the Base Flood Elevation (BFE) or base flood depth entered at Item B9.
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, ARA, ARVE, ARV1–A30, ARAH, ARAO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: "1442 PRECISE LEVELS" Vertical Datum: 1988 NAVD

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	9.49	☒ feet	☐ meters
b) Top of the next higher floor	9.15	☒ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____	☐ feet	☐ meters
d) Attached garage (top of slab)	_____	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building	_____	☐ feet	☐ meters

ELEVATION CERTIFICATE, page 4

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET	FOR INSURANCE COMPANY USE
City HOBOKEN State NJ ZIP Code 07030	Policy Number
	Company NAIC Number

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments SEE ATTACHED NOTES

Signature Date 08/06/2019

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG
b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–4 of instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG

E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG

E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attached.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

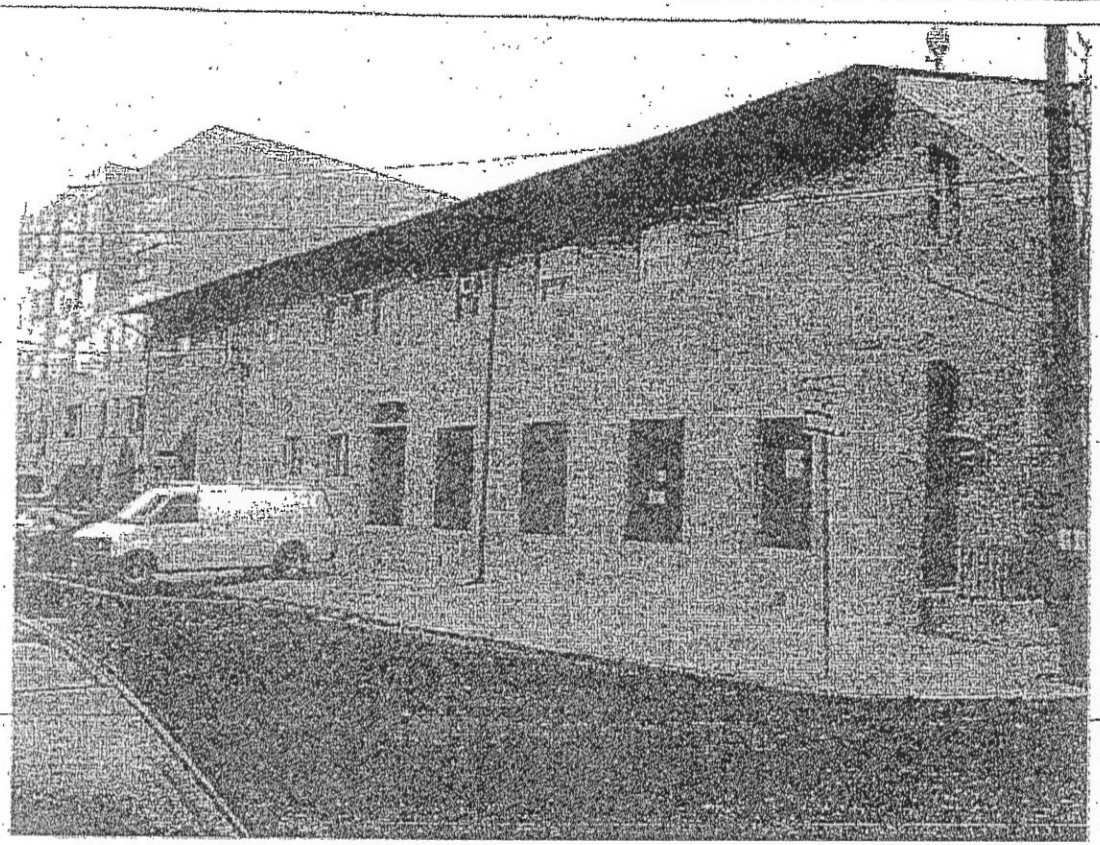
G3. ☐ The following elevation (Items G4–G10) is provided for community floodplain management purposes.

Building Photographs

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.	FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET	Policy Number:
City HOBOKEN State NJ ZIP Code 07030	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A9. If submitting more photographs than will fit on this page, use the Continuation Page.



ELEVATION CERTIFICATE, page 4

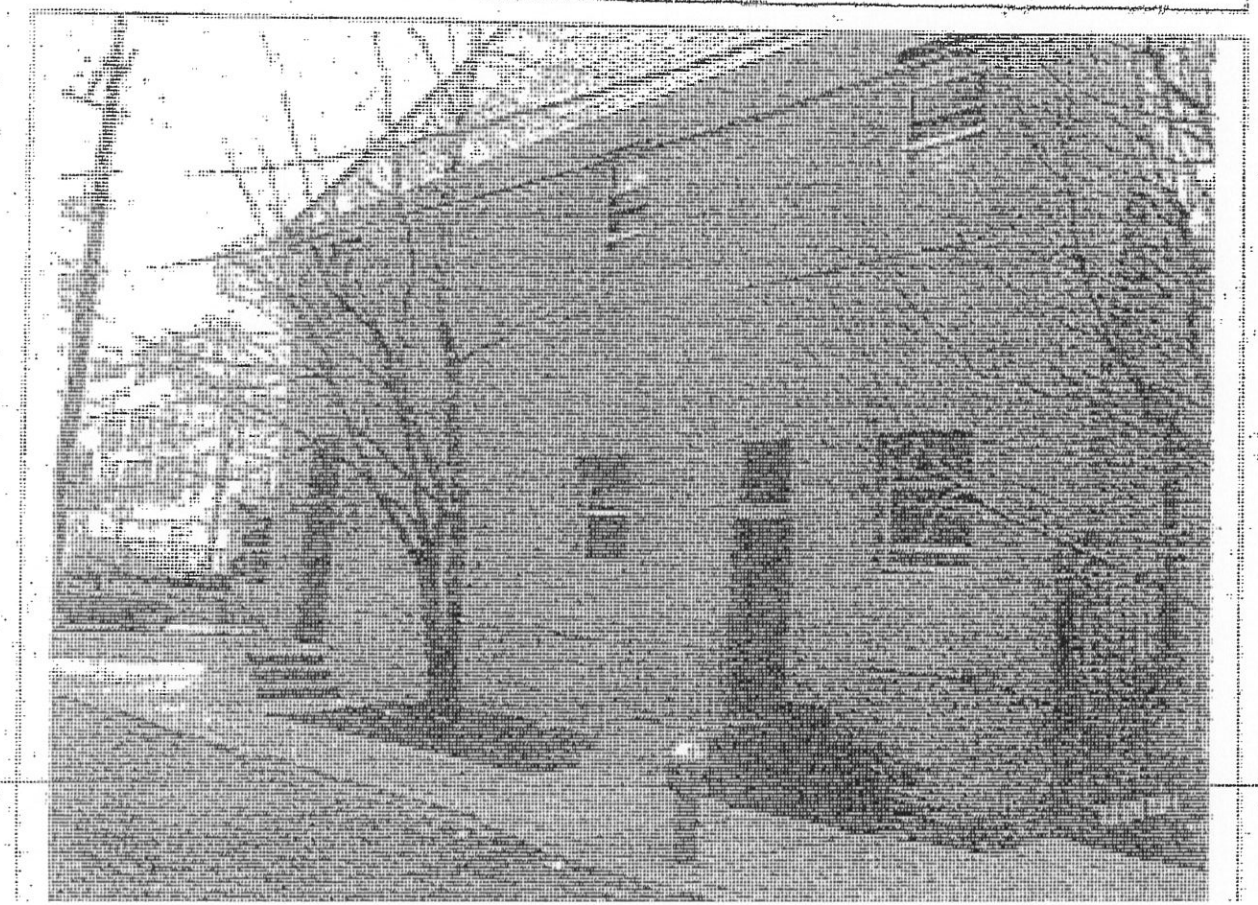
Building Photographs

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET	FOR INSURANCE COMPANY USE Policy Number:
City HOBOKEN State NJ ZIP Code 07030	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.



SECTION D (continue)

The site is occupied by a two story brick and stucco building. The building occupies the entire lot. Grade elevations where taken along Adams and 11th Streets adjacent to the site. Basement access was through access hatch in the first floor. Basement floor is reflected in section C2a. Owner of the building said basement floor slopes-up towards the north end of building; was not able to determine this fact.

Comments/Conversions: Verbon

CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

132 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 792-0445
FAX: (201) 792-7714

www.surveyorsj.com

DESCRIPTION

BEGINNING at a point formed by the intersection of the westerly line of Adams Street and the southerly line of Eleventh Street, running thence

1. N-76°-56'-W, along the southerly line of Eleventh Street, a distance of 50.00 feet to a point, thence
2. S-13°-04'-W, and parallel with Adams Street, a distance of 100.00 feet to a point, thence
3. S-76°-56'-E, a distance of 50.00 feet to a point in the westerly line of Adams Street, thence
4. N-13°-04'-E, along the westerly line of Adams Street, a distance of 100.00 feet to a point, said point being the point or place of beginning.

Known as Lot 10, in Block 100, as shown on the Official Tax Assessment Map for Hoboken, Hudson County, New Jersey, and more commonly known as No. 1024 Adams Street, Hoboken, NJ.

D. CORPORATE/PARTNERSHIP DISCLOSURE

State of New Jersey :
County of Hudson : SS:

(Name of Applicant)
being duly sworn according to law upon (his, her, their) oath, depose and say

I, an authorized representative of

which is a corporation, or partnership, applying to the Planning Board/Zoning Board of Adjustment of HOBOKEN do hereby disclose, pursuant to the requirements of N.J.S.A. 40:55D-48.1, the name and address of all stockholders or individual partners owning at least 10% of the stock of the corporation, or at least 10% of the interest in the partnership, which are hereby listed as follows:

APPLICANT IS:

____ Corporation __X__ Partnership ____ Joint Venture ____ LLC

Full Name of Individual (Stockholder/Partner)	Address of Individual (Stockholder/Partner)	Shares Owned
1. Frank F. Pasquale, Sr.	807 Four Seasons Dr., Wayne, NJ 07470	47%
2. Carla M. Pasquale	2 Rockledge Terr., Wayne, NJ 07470	30%
3. James J. Pasquale	42 Kings Ridge Rd., Warwick, NY 10990	16%
4. Frank A. Pasquale	1024 Adams St., Hoboken, NJ 07030	6%
5.		
6.		
7.		
8.		

References:

William Lofredo, CPA
Towaco, NJ.

Honorable Michael Hubner
Morris County Superior Court

Robert Foley, Esq.
Bridgewater, NJ

SCHEDULE B

LÓRIEN LOFTS

461 11th Street, Hoboken, NJ

The Lórien Lofts is an innovative 21st century residential project that establishes a new level of commitment to luxury living, the sustainable environment, resilient infrastructure and, community contribution.

Our team has deep roots in New Jersey and the City of Hoboken. In October 2012, the impact of Hurricane Sandy left us facing the challenge to be better prepared for future events. It set us all, at Lórien Lofts, on a course to establish a new benchmark for next generation's Hoboken.

We assembled a design team able develop a vision that integrates innovative concepts at the project's core. Inspired by the writings of J.R.R. Tolkien; Lórien is the "maker of visions and of dreams".

Innovation is integrated on a series of levels including progressive architectural design, next-generation energy initiatives, innovative computer numerically controlled (CNC), pre-fabrication techniques, state of the art engineering and, the full incorporation of urban resiliency systems contributing to the City of Hoboken's fortification and storm infrastructure.

As a benchmark of quality, the design of the Lórien Lofts is in the process of achieving two levels of certification:

A. PRE-CONSTRUCTION PLANNING AND MATERIAL PROCUREMENT (LEED CERTIFICATION)

GOAL OF LEED BD+C PLATINUM CERTIFICATION

LEED, or Leadership in Energy & Environmental Design, a green building tool that addresses Lórien Lofts entire building lifecycle recognizing best-in-class building strategies. Lórien Lofts has energy initiatives incorporating several LEED BD+C (Building Design and Construction) credit categories, for example;

1) Water efficiency credits through grey water recycling system and rainwater retention system. Water efficiency credits promote smarter use of water, inside and out, to reduce potable water consumption.

2) Energy and atmosphere credits through the co-generation and passive-house systems will promote better building energy performance through innovative strategies.

3) Materials & resources credits through the recycling of existing building materials into the construction process and our innovative construction methodology will encourage sustainable building and help in reducing waste.

4) Indoor environmental quality credits to promote better indoor air quality through the stringent demands of Lórien Lofts' Passive House systems.

- INSTALLATION OF SOLAR THERMAL HYBRID PANELS

Our goal at Lórien Lofts is to provide additional energy requirements through the harness of the passive energy of the sun. The new generation of solar panels incorporates a cooling system, which has a dual benefit of offering thermal energy in addition to the electrical load generated.

- GOAL TO BUILD MAJOR COMPONENTS OFF SITE

Our aim at Lórien Lofts is to avail ourselves of resources and expertise at our disposal to incorporate state of the art technology for the off-site construction of major components of our mid-rise building. There are several important benefits to off-site construction:

1) Significant reduction of the impact of the construction process on the neighborhood and the city traffic.

2) Off-site construction, unlike onsite construction, occurs in a controlled environment, under such conditions, our team will be equipped to incorporate a higher level of control on systems integrated into the building.

B. POST-OCCUPANCY BUILDING PERFORMANCE ("PASSIV HAUS" CERTIFICATION)

The term "PASSIV HAUS" refers to a rigorous, voluntary, standard for energy efficiency in a building, reducing its ecological footprint. It results in ultra-low energy buildings

the U.S. Energy Information Administration shows that buildings were responsible for 47.6% of energy consumption annually and accounted for 44.6% of CO_2 emissions in 2010. [Architecture2030]. Buildings that meet the Passive House standard, virtually air tight, primarily heated by passive solar gain and by internal gains from people, use 85% less energy than conventional equivalent buildings.

2) Passive House homes offer unparalleled air quality and comfort. An energy recovery ventilator provides a constant supply of fresh, filtered and balanced air.

3) Passive House is both a building energy performance standard and a set of design and construction principles used to achieve that standard. Only a few mid-rise buildings have met the standard in the United States, Lórien Lofts would be the first mid-rise in the State of New Jersey to achieve this lofty and notable distinction.

COGENERATION UNITS AND SMART GRID FEEDBACK

Cogeneration, combined heat & power system, delivers two forms of energy, electricity and hot water from our natural gas fuel source. By utilizing the free "waste" heat available from the cogen system, in addition to the electricity produced, we will achieve overall operating efficiencies much higher than a "conventional" system ever could.

One of the most efficient applications of cogeneration technology occurs where heat is provided in the winter, and cooling energy in summer. An absorption chiller is a refrigerator that uses a heat source to provide the energy needed to drive the cooling system. These chillers consume far less electricity and therefore lead to considerable savings in primary energy consumption.

By integrating a waste heat recovery system with on-site power generation, the system will significantly reduce carbon dioxide emissions by eliminating the chilling system's electrical consumption, as well as eliminating heating requirements in winter.

With the incorporation of cogeneration units, Lórien Lofts will produce all the electric needs of the entire building from the units, thereby creating multilayered benefits:

1) The building will be "off the electric grid" and impervious to powers outages due to inclement weather or other.

2) The unit is a major component of a strong "green" initiative as the cogeneration system is designed to capture heat loss produced during the process and allocate it back to the domestic hot water system and/or the hydronic radiant heat system.

3) A co-generation system produces electricity and heat on-site thereby significantly reducing the energy losses associated with transportation of energy from remote off-site locations.

4) Most notably, the cogeneration system

would be powered by our state of the art energy systems built inside the footprint of the building.

- USE OF RADIANT HEATING SYSTEMS AND ERV

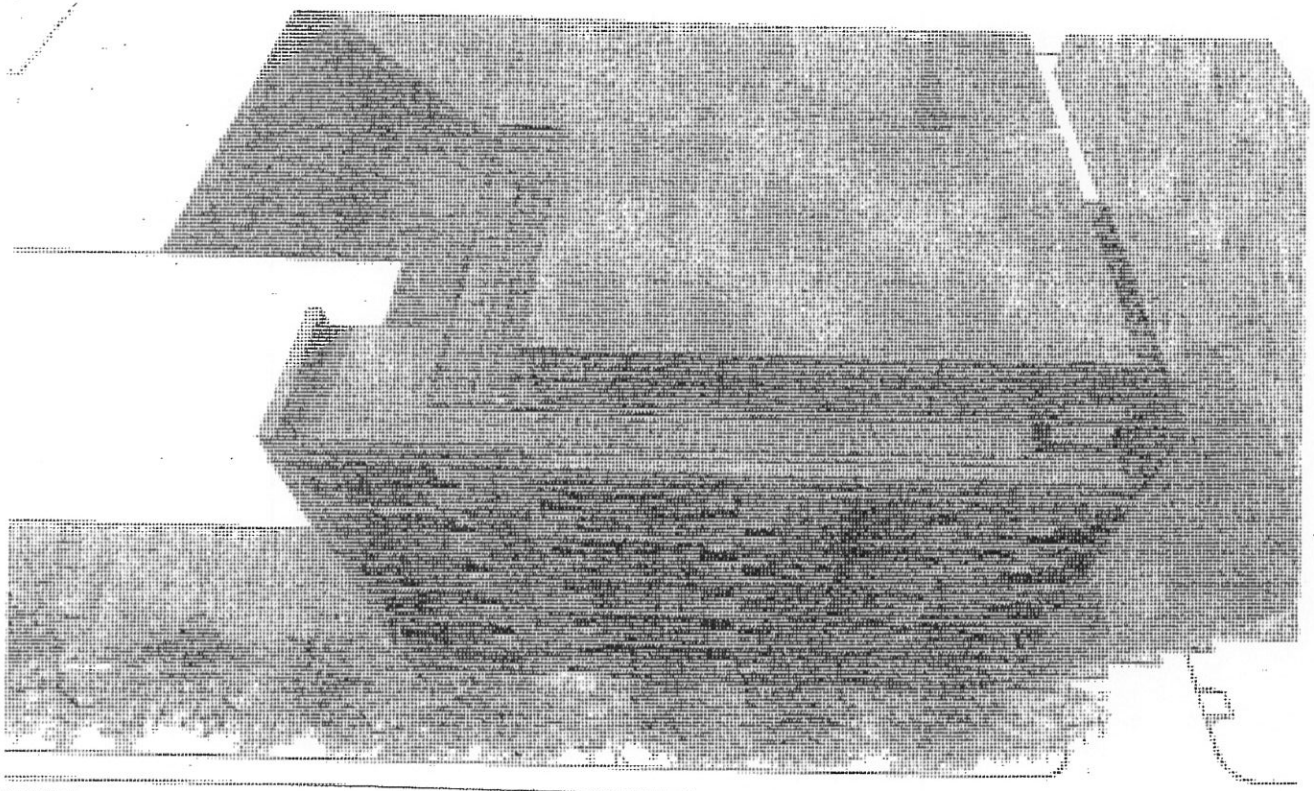
Radiant heat is more efficient than baseboard heating and usually more efficient than forced-air heating because it eliminates duct losses. People with allergies often prefer radiant heat because it doesn't distribute allergens like forced air systems can. A hydronic system such as contemplated by team Lórien Lofts uses electricity, a benefit for our building, which will be off the power grid and generate its own electricity.

Energy recovery ventilation (ERV) is the next generation in energy recovery process, which is an effective means of reducing the cost of heating and cooling while improving indoor air quality and reducing total HVAC equipment capacity. During the warmer seasons, the system pre-cools and dehumidifies while humidifying and pre-heating in the cooler seasons.

The combined use to the radiant system along with the EVR technology will significantly reduce the energy footprint and consumption of the homes at Lórien Lofts.

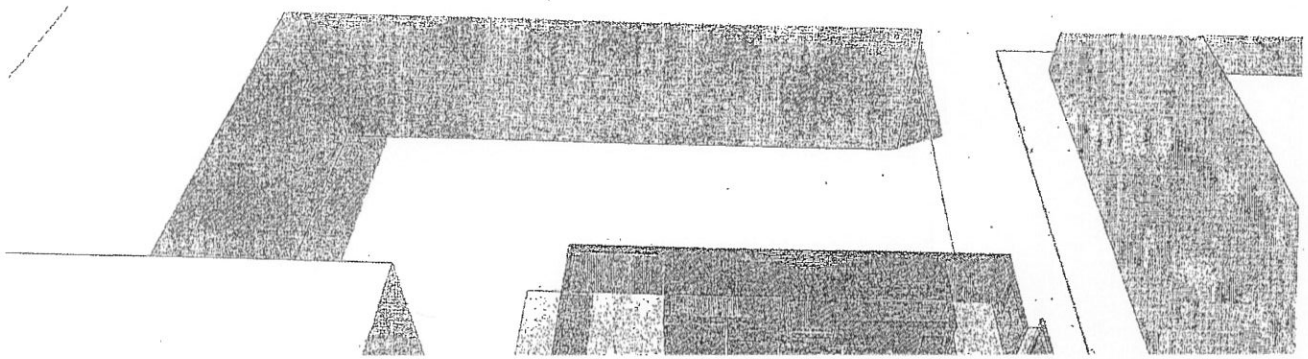
- SMART HOMES

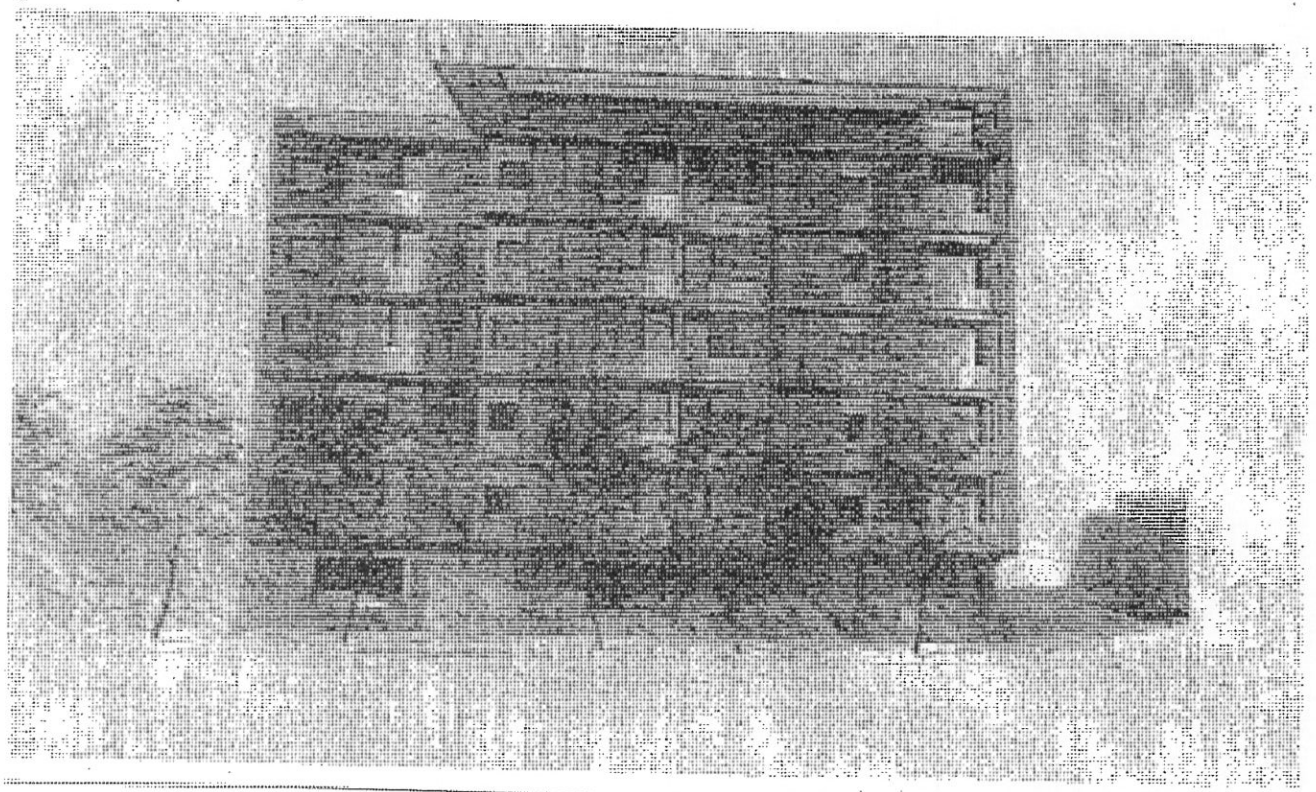
Home automation will complement the innovative systems in place at Lórien Lofts. With the help of a central control panel or simply from a PDA (personal digital assistant) homeowners will have the ability to remotely control several components of the home



ROOFPLAN

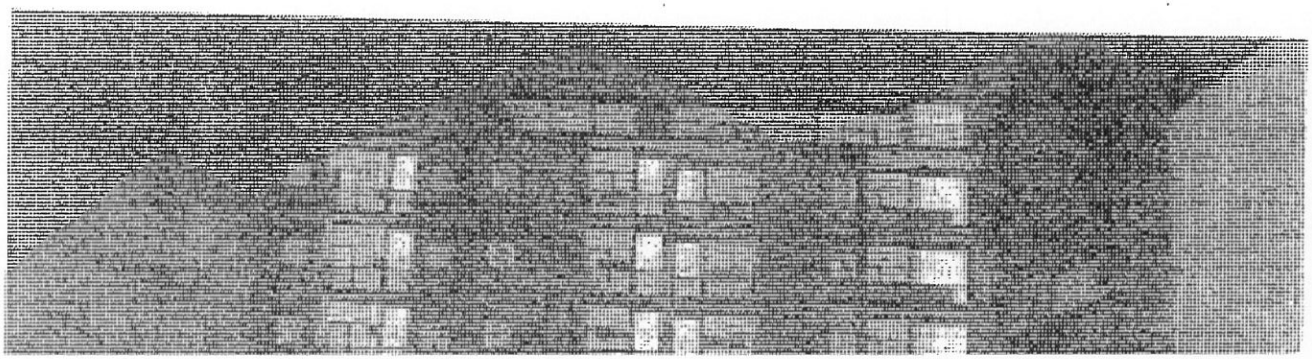
nastasi
architects





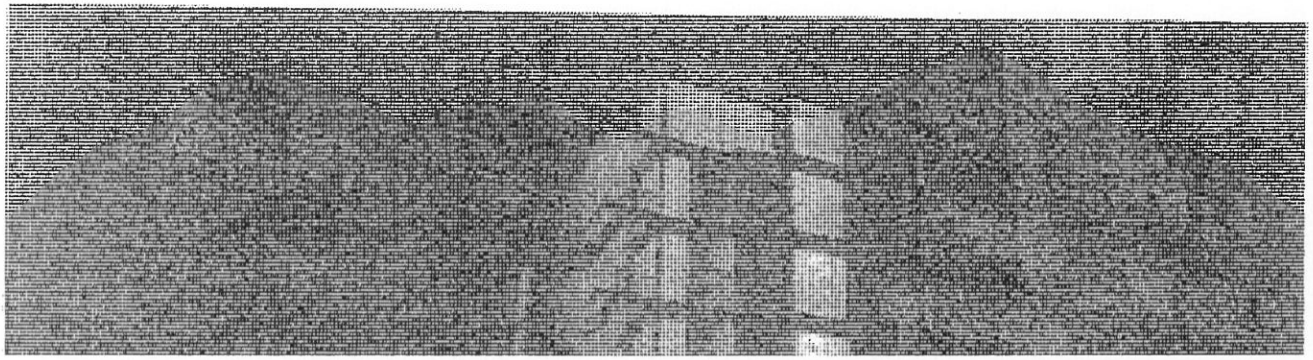
EAST ELEVATION - DAY

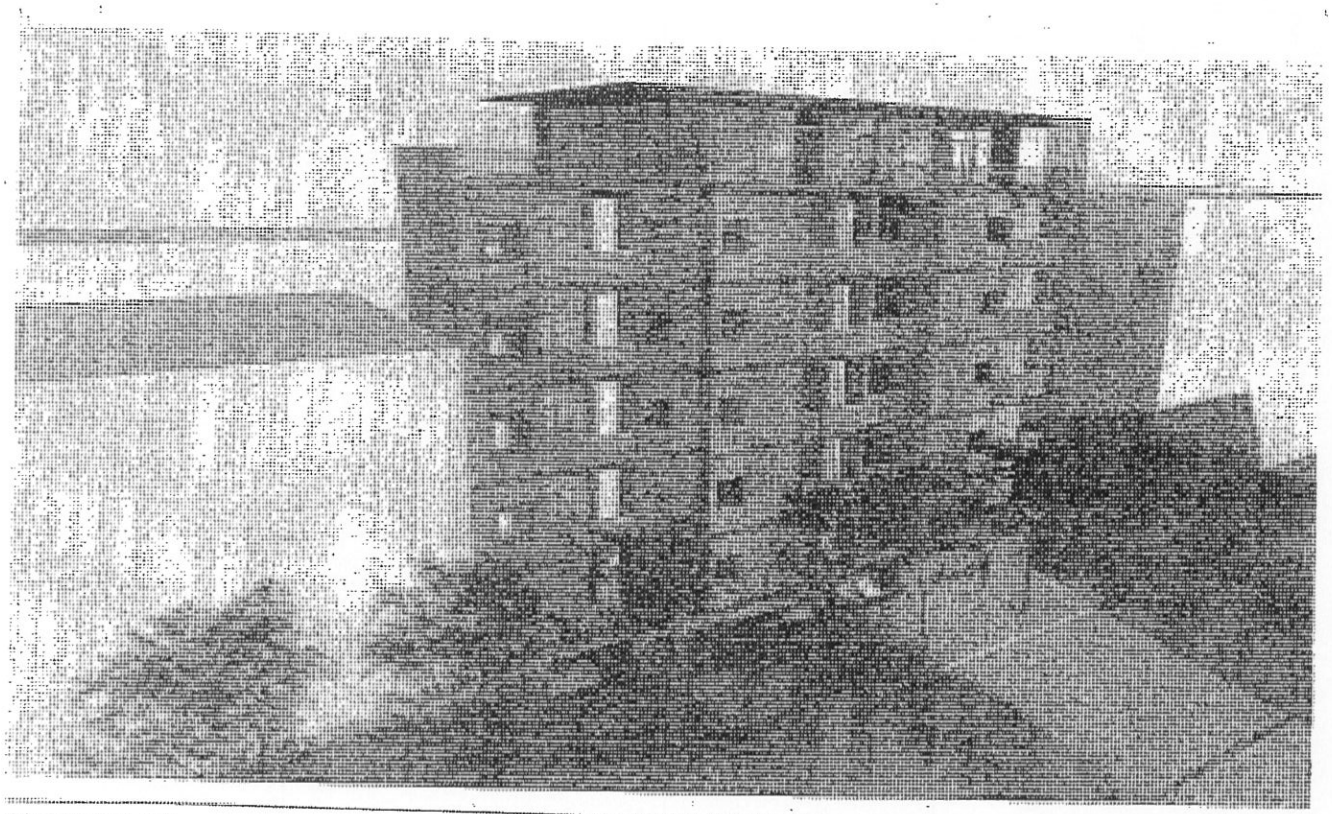
nastasi
architects



NORTH ELEVATION - DAY

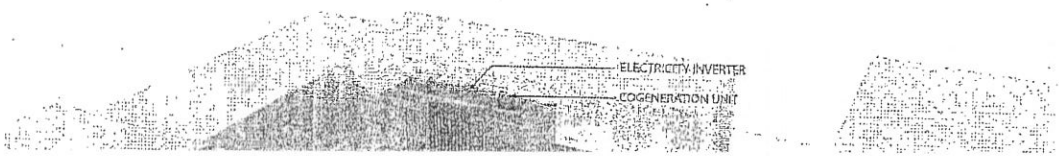
nastasi
architects

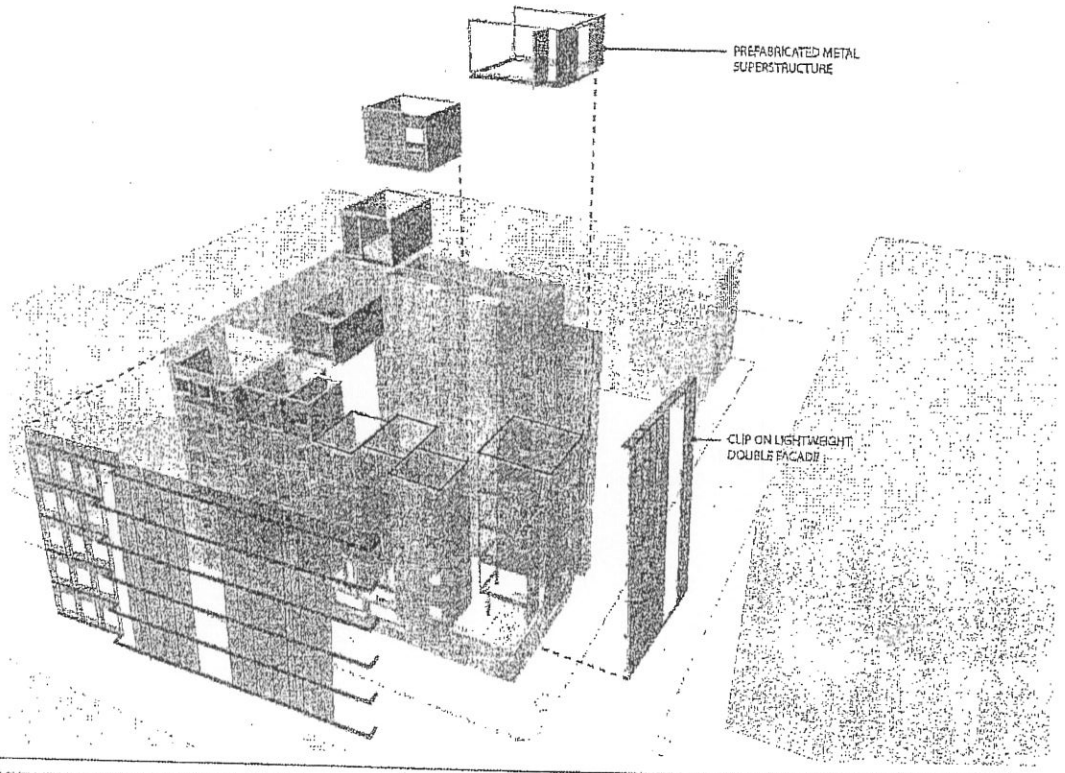




SOUTH ELEVATION - DAY

nastasi
architects

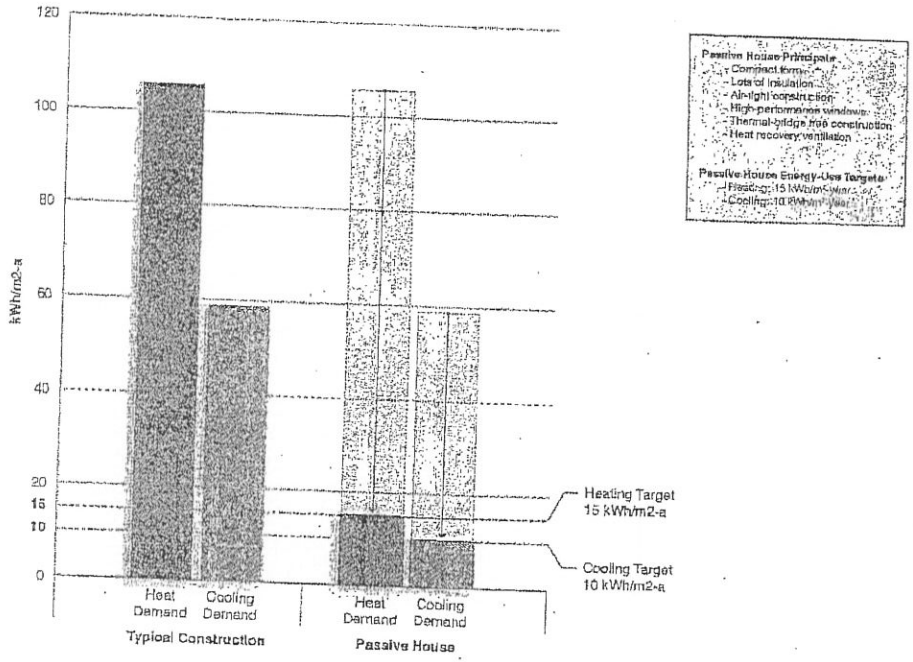




PREFABRICATED LIGHTWEIGHT METAL FRAMING & CLIP ON SOLAR SHADING

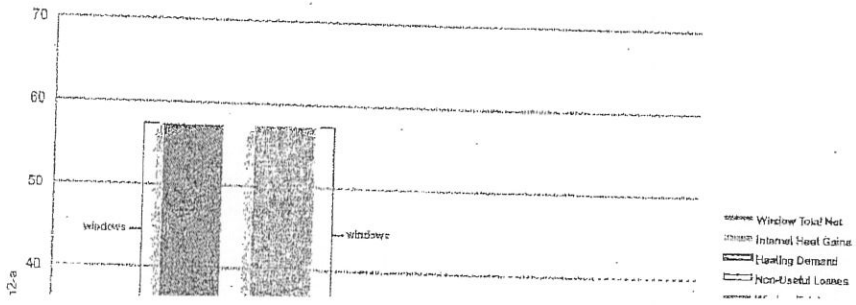
nastasi
architects

PASSIVE HOUSE TARGETS

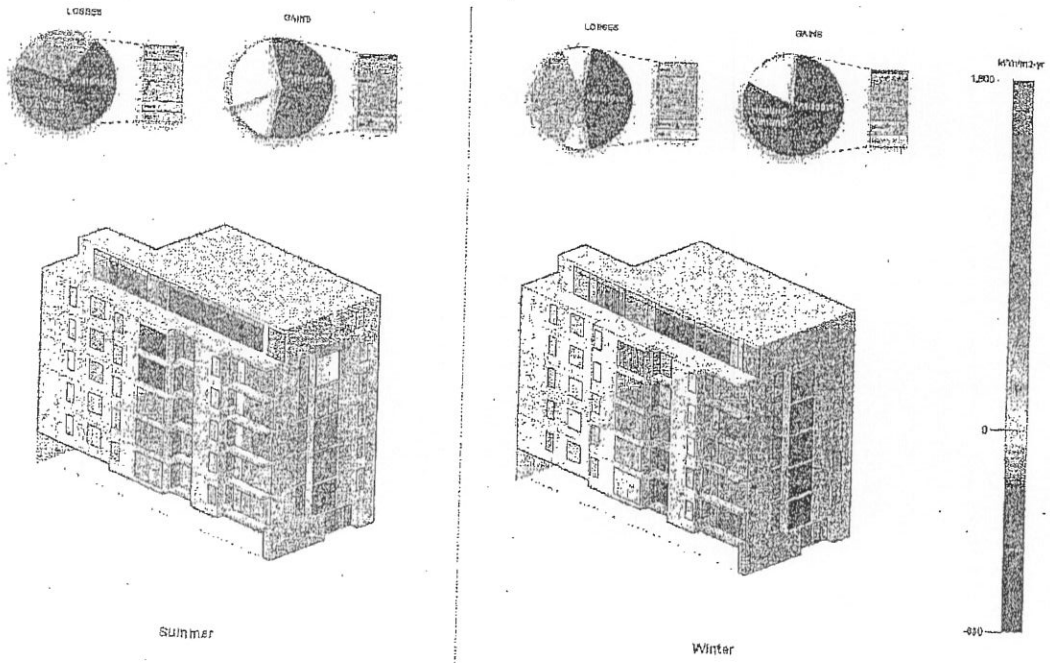


nastasi architects

EXISTING DEMAND HEATING AND COOLING SUPPLY

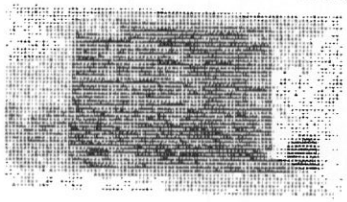


EXISTING DESIGN ENERGY BALANCE BY WINDOW



461 11th Street Lofts

461 11th STREET, HOBOKEN, NJ



GENERAL NOTES

SEWER CALCULATIONS

RECYCLING CALCULATIONS

ASSI COMPLIANCE STATEMENT

PROJECT INFORMATION

DRAWING LIST

NWRZ ZONE 1: Sub-Area 1

ZONING DATA

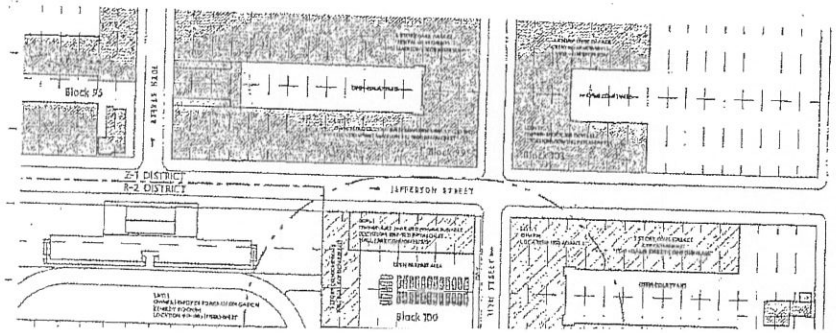
SITE PLAN DATA

11th Street Lofts

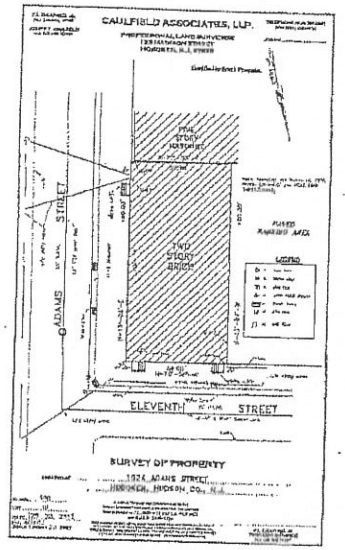
Zoning & Location Map
Property Survey
Project Information
Zoning Data

Z1

ZONING MAP



OWNER AND ADDRESS REPORT

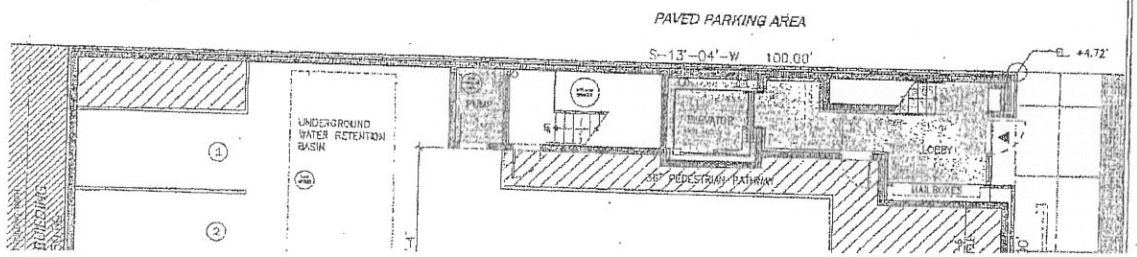


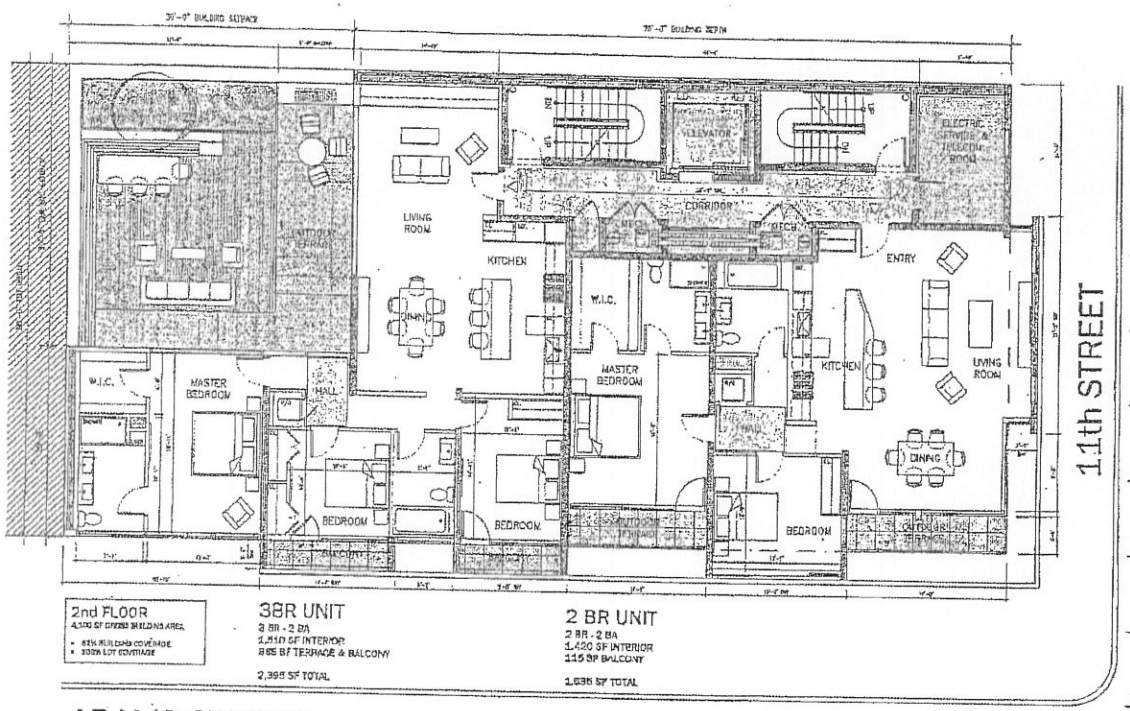
EXISTING SITE SURVEY

11th Street Lofts

Site Map
Zoning Info
Owner Address Report

Z3



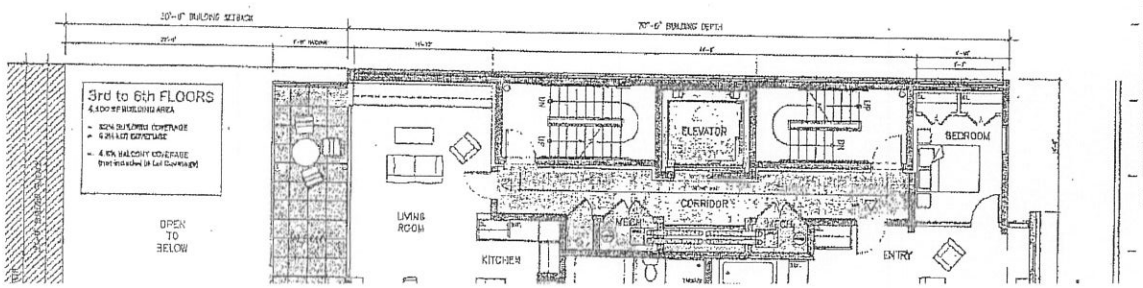


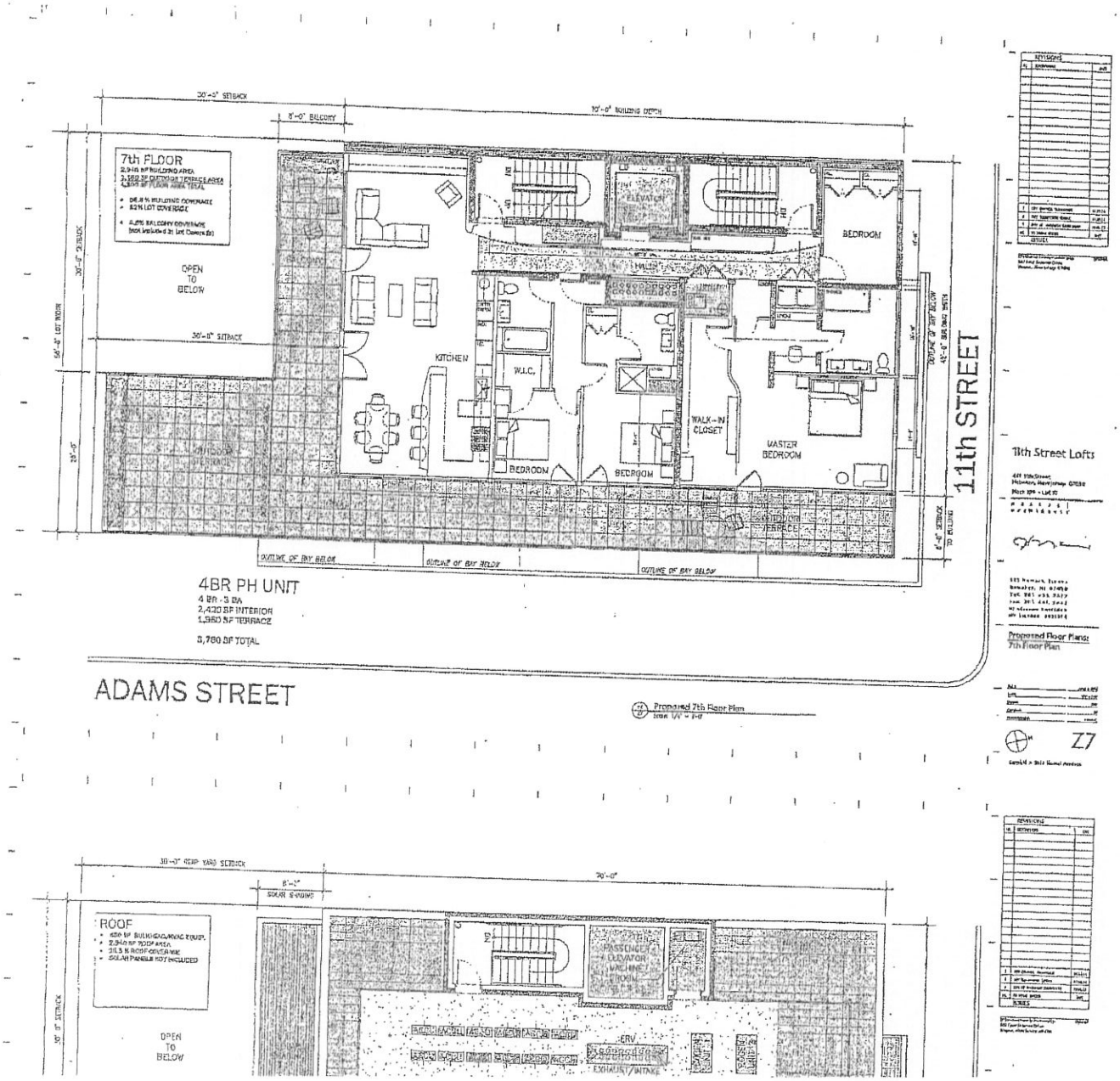
Proposed Second Floor Plan
Scale 1/4" = 1'-0"

11th Street Lofts

Proposed Floor Plans
Second Floor Plan

Z5

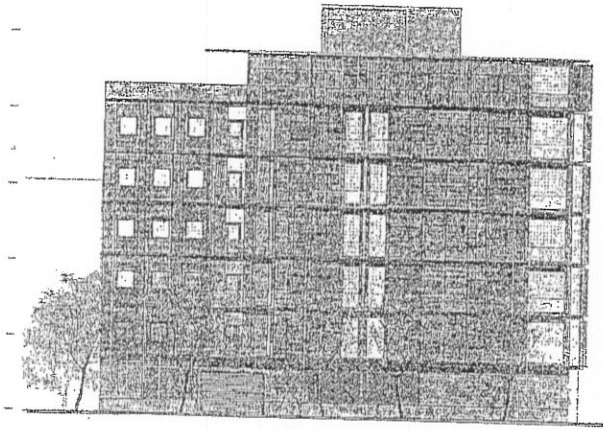




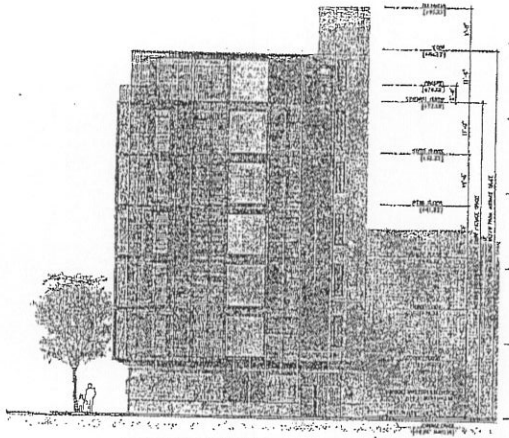
11th Street Lofts

Proposed Floor Plans:
7th Floor Plan

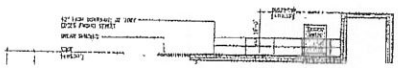
Z7



Adams Street Elevation
Scale: 1/8" = 1'-0"



Eleventh Street Elevation
Scale: 1/8" = 1'-0"



REVISIONS		
NO.	DESCRIPTION	DATE
7	[illegible]	[illegible]
6	[illegible]	[illegible]
5	[illegible]	[illegible]
4	[illegible]	[illegible]
3	[illegible]	[illegible]
2	[illegible]	[illegible]
1	[illegible]	[illegible]

ISSUED

[illegible]

7th Street Lofts

441 9th Street
Hoboken, New Jersey 07030
Block 108 Lot 10

MATTHEW
architects

[illegible]

Building Elevations

Date [illegible]
Job [illegible]
Drawn [illegible]
Checked [illegible]
Approved [illegible]

Z9

Copyright © 2016 Matthew Architects

A

REVISIONS		
NO.	DESCRIPTION	DATE
7	[illegible]	[illegible]
6	[illegible]	[illegible]
5	[illegible]	[illegible]
4	[illegible]	[illegible]
3	[illegible]	[illegible]
2	[illegible]	[illegible]
1	[illegible]	[illegible]

ISSUED

[illegible]

EXHIBIT B

Interim Cost and Conditional Designation Agreement

INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT

BY AND BETWEEN

THE CITY OF HOBOKEN AND FRANK PASQUALE LIMITED PARTNERSHIP

(ALSO KNOWN AS "LORIEN LOFTS," 1024 ADAMS STREET)

This Agreement dated as of May ____, 2014, by and between the CITY OF HOBOKEN, ("City" or "Hoboken"), having offices at 94 Washington Street, Hoboken, New Jersey 07030, acting pursuant to the provisions of the Local Redevelopment and Housing Law, and Frank Pasquale Limited Partnership, a Limited Partnership authorized to do business in New Jersey, with offices at 807 Four Seasons Drive, Wayne, NJ 07470.

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, Frank Pasquale Limited Partnership is the owner of Block 100, Lot 10 on the Tax map of the City of Hoboken, located at 1024 Adam Street ("Project Site"), which located in the North West Redevelopment Area and subject to the North West Redevelopment Plan; and

WHEREAS, the City desires that the Project Site be developed in accordance with the ("Redevelopment Plan");

active solar elements, and natural gas cogeneration for power and heating ("Proposed Project") also known as Lorien Lofts, attached hereto as Schedule B; and

WHEREAS, Frank Pasquale Limited Partnership desires to negotiate a Redevelopment Agreement to redevelop the Project Site, generally along the lines of the proposal submitted by Frank Pasquale Limited Partnership and in accordance with the provisions of the Redevelopment Plan; and

WHEREAS, the City shall during the Interim Period (defined below) negotiate exclusively with Frank Pasquale Limited Partnership with regard to the proposal for the redevelopment of the Project Site; and

WHEREAS, the City requires Frank Pasquale Limited Partnership pay the reasonable costs incurred by the City associated with the review of Frank Pasquale Limited Partnership's proposal, and the drafting and negotiation of a Redevelopment Agreement, and all other costs and expenses related to this matter prior to the execution of a Redevelopment Agreement (should such an Agreement be executed), or the determination by the City that such an Agreement cannot be executed (should that result occur); and

WHEREAS, the parties shall in good faith undertake the negotiation of a Redevelopment Agreement including but not limited to density, affordable housing, unit mix and parking for the new project; and

negotiate and execute a Redevelopment Agreement within the time frame set forth herein. The parties acknowledge that the redevelopment of the Project Site will be pursuant to the terms of the Redevelopment Agreement. In the event that the parties are unable to reach agreement on the terms of a Redevelopment Agreement, this Conditional Designation and Interim Cost Agreement shall be terminated and the designation in this paragraph shall immediately end.

2. The "Interim Period." The Interim Period shall be the 90-day period that commences on the date of this Agreement, during which the City agrees to negotiate exclusively with Frank Pasquale Limited Partnership toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and Frank Pasquale Limited Partnership. Such 90-day period may be extended by the City in its sole discretion. At the conclusion of the Interim Period, or any time during an extension of such Period, either party may, at its sole discretion, cease negotiations and cancel this Conditional Designation and Interim Cost Agreement. In the event that this Agreement is cancelled, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3(B) hereof.

3. Payment of Interim Costs.

A. "Interim Costs" shall include, but not be limited to, all reasonable expenses and costs incurred by the City during the Interim Period in connection with the review

Interim Costs incurred by Hoboken from the date on which this Agreement is executed to the time the City and Frank Pasquale Limited Partnership enter into a Redevelopment Agreement or to the time either party determines that a Redevelopment Agreement cannot be executed for any reason (hereinafter referred to as the "Interim Period"). Frank Pasquale Limited Partnership shall pay all Interim Costs incurred during the Interim Period, even if the Redevelopment Agreement is not executed for any reason. Frank Pasquale Limited Partnership agrees that in the event the parties continue negotiations following the expiration of the 90-day Interim Period, all costs incurred by the City related to such additional negotiations shall be included in the definition of Interim Costs and shall be paid by Frank Pasquale Limited Partnership in the same manner as Interim Costs.

C. Within ten (10) days from the execution of this Agreement, Frank Pasquale Limited Partnership shall pay Fifteen Thousand Dollars ($15,000.00) ("Project Funds") to the City to be maintained in a separate account by the City and to be drawn down by the City to cover Interim Costs. The City shall provide Frank Pasquale Limited Partnership with invoice(s) setting forth the costs incurred by the City, which have been drawn down. Within fifteen (15) days of the receipt by Frank Pasquale Limited Partnership of written notice from the City that the amount of Project Funds has decreased to Five Thousand Dollars ($5,000.00), Frank Pasquale Limited Partnership shall replenish the Project Funds to the amount of

termination. Within thirty (30) days from the date of termination the City shall return all remaining Project Funds to Frank Pasquale Limited Partnership. In the event that a Redevelopment Agreement is executed, the Project Funds shall remain with the City to cover any additional Interim Costs incurred by the City and to cover Interim Costs incurred by the City pursuant to the Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such costs.

4. Scope. The parties have had preliminary discussions regarding the scope of the Project to be covered by the Redevelopment Agreement which is contained in the Pre-Submission Form prepared by Frank Pasquale Limited Partnership and attached to this Agreement as Schedule A. The parties agree that the description set forth in the Pre-Submission Form shall provide the basis for negotiation of the Redevelopment Agreement. The parties further agree that the parties are not bound by the terms set forth in the Pre-Submission Form nor does the Pre-Submission Form contain an exhaustive list of all terms, conditions and obligations to be included in the Redevelopment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

PASQUALE LIMITED PARTNERSHIP

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

I CERTIFY that on April 23, 2014, Frank Pasquale personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, is the Managing Partner of Frank Pasquale Limited Partnership, a Limited Partnership, which is the company named in this document; and signed and delivered this document as his/her act and deed on behalf of the said Limited Partnership.

Secretary

Signed and sworn to before me

on _____, 2014.

James J Burke, III
Attorney at Law
of New Jersey

Notary Public

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

I CERTIFY that on _____, 2014, James J. Farina, RMC, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the City of Hoboken, named in this document;

(b) this person is the attesting witness to the signing of this document by the proper City of Hoboken official who is Dawn Zimmer, Mayor;

(c) this document was signed and delivered by the City of Hoboken as its voluntary act duly authorized by a proper resolution of the City of Hoboken; and

(d) this person signed this proof to attest to the truth of these facts.

_____,

Signed and sworn to before me

on May 20, 2014.

SCHEDULE A

James J. Burke, Esq.*
E-Mail: jim@attorneyburke.com

James P. Sweeney, Esq.*^
Of Counsel
E-Mail: sweeney@attorneyburke.com

*Admitted in New Jersey and New York
+ Master of Laws in Taxation
^ Certified Public Accountant in New York

JAMES J. BURKE
&
ASSOCIATES, LLC

ATTORNEYS AT LAW
235 Hudson Street
HOBOKEN, NEW JERSEY 07030
Telephone: (201) 610-0800
Facsimile: (201) 610-1170

Joanne Clark, Esq.*+
Of Counsel
E-Mail: staff@attorneyburke.com

RECEIVED
APR 7 2014
BY HOBOKEN PLANNING BOARD

April 4, 2014

Via Hand Delivery
Attn: Brandy Forbes
Director of Community Development
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

RE: Application of Frank Pasquale Limited Partnership ("Owner") requesting designation as redeveloper of 1024 Adams Street, Hoboken, New Jersey ("Site")

Dear Ms. Forbes:

On December 23, 2013 I submitted an application to you regarding the above captioned matter.

There have been some changes made to the plans and revised plans were submitted to you yesterday. Enclosed please find the Second Amended and Restated Pre-Submission Form.

Should you have any questions please do not hesitate to contact me.

RECEIVED
APR 7 2014
BY HOBOKEN PLANNING BOARD

CITY OF HOBOKEN

PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to the City must complete the following form in its entirety and submit one (1) original and four (4) copies and one (1) electronic copy via cd-rom of the form including full sets of any and all required attachments, exhibits, site plans, disclosure forms, or other such documentation as may be required, to the City of Hoboken Director of Community Development, City Hall, 94 Washington Street, Hoboken, New Jersey 07030. The City retains the right to reject any application or part thereof for any reason, in its sole discretion. All submissions made to the City shall become property of the City and shall not be returned to the Applicant. Applicants shall submit applications at their sole cost and expense.

I. APPLICANT INFORMATION SECOND AMENDED AND RESTATED

Name: Frank Pasquale Limited Partnership

Address: 807 Four Seasons Drive

Wayne, New Jersey 07470

Telephone: 973-333-9044 Fax: ___

Email: fpasquale@gmail.com

If the Applicant is a Corporation, LLC, or LLP, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as Exhibit A.

II. SUBJECT PROPERTY / SITE INFORMATION

D. Description of existing structure(s): 2 Story Brick
E. Description of present use: Office

III. RELATIONSHIP OF APPLICANT TO THE PROJECT SITE

Owner: Frank Pasquale Limited Partnership

If the Owner is an entity, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A.**

Contract Purchaser:

_____

Other (please specify):

_____

IV. APPLICANT PROFESSIONALS (as applicable) See # 4 in cover letter

A. **Attorney:** _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

B. **Architect:** _____

Address _____

Telephone: _____

Email: _____

C. **Engineer:** _____

D. Planner: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

V. REASON FOR APPLICATION / PURPOSE

Please describe, in as much detail as possible, the reasons for the application:

Owner intends to develop the site into a six (6) story **eleven (11)** unit residential building with twelve (12) parking spaces. **Project is now known as Lorien Lofts.** Building will be a state of the art environmentally friendly structure. Passive solar and active solar elements will be incorporated (see copy of architectural plans for more detail). Most notably, the owner intends to incorporate natural gas cogeneration for power and heating. Lead Gold Certification is the Owner's goal.

Owner believes this will be the first building in Hudson County to incorporate natural gas cogeneration. In the event of power loss due to weather events or for any other reason the building will, because of these cutting edge designs, be able to maintain a level of power to service the building.

VI. DESCRIPTION OF PROPOSED PROJECT

A. Proposed Use(s): 11 Unit Residential Building

B. Proposed Setbacks:

Front 0 Side 1 0 Side 2 0 Rear Yard 0

C. Proposed Building(s):

Bldg. Ht. (feet) 65 Bldg. Ht. (stories) 6

Affordable: 0

Low Income: 0

F. Proposed Commercial / Office Area (sq. ft.): 0

G. Proposed Commercial / Retail Area (sq. ft.): 0

H. Accessory Parking (# spaces): 11

I. Public Parking (# spaces): 0

J. Proposed Schedule for Construction / Completion: 1 year from Planning Board Approval

VII. PUBLIC BENEFITS AND AMENITIES

A. Open Space: _____

B. Public Space: _____

C. Jobs Created: _____

D. Other: _____

VIII. REQUIRED SUBMISSIONS

1. Contribution Disclosure Statement (mandatory)

2. Description of Applicant Qualifications
   a. List of prior experience
   b. References
   c. Description of project team members and qualifications
   d. Demonstration of financial qualifications

3. Description of P[illegible]

Design Team

Frank Pasquale
461 11th Street
Hoboken, NJ 07030
Tel: 973-590-7478
Fax: 201-683-8588
fapasquale@gmail.com

James Burke, Esq.
235 Hudson Street
Hoboken, New Jersey 07030
Tel: 201-610-0800
Fax: 201-610-1170
Jim@attorneyburke.com

Nastasi Architects
321 Newark Street
Hoboken, New Jersey 07030
Tel: 201-653-2577
Fax: 201-653-2642
john@nastasiarchitects.com

John Nastasi, P. C.
321 Newark Street
Hoboken, New Jersey 07030
Tel: 201-653-2577
Fax: 201-653-2642
john@nastasiarchitects.com

Ann Marie Pelletier
Tel: 201-710-5499
Cell: 201-966-9456
amprealty@gmail.com

Jack Despenza
Tel/Fax: 908-876-5774
Cell: 908-797-2662
jackDispenza@gmail.com

If there are images in this attachment, they will not be displayed. Download the original attachment

Design Team

As the developer of this project I am extremely proud of the following individuals who will join us in the development of this project. I feel that the diverse backgrounds, knowledge and experience create a dynamic forward thinking group. This synergy will guarantee the successful development which will be a state of the art environmentally friendly development which will be a proud addition to the landscape of the City of Hoboken.

Project Director- Frank Pasquale

I have a degree in engineering and have over 35 years of design and development experience. I have been a successful small business owner for 20 years working primarily out of Hoboken. I am a graduate of The University of Michigan Advanced Automotive Technology and Design School and I also am a graduate of the General Motors School of Aerodynamics at Stanford University. Over the years I has been granted 33 US and International patents in Design, Manufacturing Process and Concept. As a developer, I developed several multi acre sites and homes in Morris and Ocean County as well as other parts of New Jersey.

My passion for development as a means of providing a public service lead me to serve as project leader in the development and building of a Vocational High School in Haiti as well as serving as the construction director for a 3000 seat church in Morris County, New Jersey.

My innovations and accomplishments include the first installed pre cast concrete foundation wall system for residential construction in New Jersey. I also designed the largest modular custom home in Morris County.

Secaucus Housing Authority. In addition, he has represented numerous not for profit boards in the creation of affordable housing throughout the State of New Jersey.

Project Manager- Anne-Marie Pelletier

As a Hoboken resident for over 25 years, Anne-Marie brought up her three children here. Anne-Marie is a graduate of McGill University in Montreal where she obtained two law degrees. She is a licensed real estate broker and has worked in real estate industry in various capacities since 1996. As a licensed general contractor she has worked on several multi-family construction projects within the city of Hoboken.

Most recently she developed a large parcel of land into 24 building lots. Her responsibilities included overseeing the surveying of the parcel, the design and construction of the infrastructure and working with public officials and inspectors to complete the project and obtain a municipal bond for the financing of the project.

Anne-Marie is a Court Appointed Special Advocate, "CASA" volunteer and she serves on the board of directors of the not-for-profit organization, "Love for Haiti" where she is, among other roles, exploring avenues to empower women in the fields of construction and infrastructure.

Building Design Consultant- Jack Dispenza

Jack is a graduate of New Jersey Institute of Technology's Architectural Technology program ad has a design history spanning over 30 years. Jack has been granted 10 patents, awarded the Bell Laboratories Presidents Gold Award, 2003, Lucent Technologies Environmental Champions Award, 2002 and 2005. Hi is a Society of Plastics Fellow and a winner of the Society's Engineer of the year Award in 2005. He is the past Chair of the Society of Plastics Engineers and currently serves on the society's IMD Board of Directors.

Architect of Record – Nastasi Architects

Energy/Environment/Engineering Consultant – Thomas Chartier

Please se Tom's Company bio attached.

CHARTIER
SUSTAINABILITY GROUP

70 Monroe Street, #1
Hoboken, NJ 07030
Ph: (201) 420-1237
Fax: (201) 653-4447
www.chartiergrp.com

ABOUT THE FIRM

Chartier Sustainability Group, LLC (Chartier Sustainability Group) is a Real Estate Development, Consulting, and Management firm with an expertise in environmentally sustainable and energy efficient buildings (aka "Green Buildings"). Our primary objective is to acquire undervalued property in emerging neighborhoods with the purpose of increasing its value and maximizing rental revenues through buy and hold strategies.

Chartier Sustainability Group's president and managing partner, Thomas Chartier, is a licensed professional engineer and LEED accredited professional with a background in mechanical engineering, most specifically in HVAC design. Mr. Chartier brings over 15 years of experience in the design, construction and start up of energy efficient and environmentally sustainable buildings. Past projects include the first LEED Platinum and LEED Gold high rise residential buildings in NYC, the first LEED certified office and retail building on Long Island, and several projects throughout New Jersey. These projects all include various energy efficiency and conservation measures including on-site electrical generation through cogeneration plants and building integrated photovoltaic arrays (aka "solar panels").

Mr. Chartier is the current Chairman of the Committee for a Green Hoboken; the Co-Chairman of the Hoboken Chamber of Commerce's Urban Planning & Sustainability Council; and sits on Hoboken Mayor Dawn Zimmer's "Green Team". Part time, Mr. Chartier teaches the Green Building Initiative, a four week course he developed with the NYC local union 32BJ aimed at educating building managers, superintendents and handymen about energy efficiency, health & safety, and environmentally sustainable building practices.

RECENT PROJECT EXPERIENCE

Tribeca West (930 Jefferson Street, Hoboken, NJ)

Chartier Sustainability Group provided project management and sustainability consulting services for the new construction of a 15-unit condominium project seeking LEED Gold certification, and slated to be Hoboken's first residential building to house a solar thermal system for domestic hot water and a storm water retention tank used for flushing toilets.

M2 (124 Park Avenue, Hoboken, NJ)

Slated to be Hoboken's first LEED Platinum certified building, Chartier Sustainability Group provided

Chartier Sustainability Group
Company Bio

275 Berkeley Place, Brooklyn, NY

Chartier Sustainability Group acted as engineer of record and sustainability consultant, providing full mechanical, electrical & plumbing design and consulting services, for this 7,000 sf landmarked single family residence in Prospect Park, built in 1880.

154 Underhill Avenue, Brooklyn, NY

Chartier Sustainability Group acted as engineer of record and sustainability consultant, providing full mechanical, electrical & plumbing design and consulting services, for this 2-family gut rehabilitation project, designed and built to Passive House Standards.

1001 Franklin Ave, Garden City, NY

Thomas Chartier acted as Project Manager for commissioning the core and shell MEP systems of a 130,000 sf office and retail facility, and acted as LEED Accredited Professional for obtaining the LEED-CS certification by the USGBC. The total project cost was approximately $30,000,000.

The Solaire (20 River Terrace, New York, NY) and The Verdesian (211 North End Avenue, New York, NY)

Thomas Chartier acted as Project Manager for the new construction of these sister rental buildings, built one after the other and side by side over the course of four years. The Solaire is 'North America's First Environmentally Sustainable Residential High Rise', also the first Gold LEED-certified residential building. The project consisted of a 30 story, 380,000 square foot structure consists of cast-in-place reinforced concrete with a masonry façade, building integrated photovoltaic panels, and locally manufactured interior materials of a low-toxicity nature. Major systems include a 20,000 gallon black water system; a 10,000 gallon storm water retention system; and an HVAC system consisting of a primary/secondary pumping system with variable frequency drives, a two-cell cooling tower and two 400-ton, natural gas-fired absorption chillers, which provide year-round hot and chilled water to centralized 100% outside air handling units and a 4-pipe fan-coil unit system serving all residences and common areas. A plate and frame heat exchanger installed in parallel with the chillers and cooling tower acts as a waterside economizer. The total project cost was approximately $200,000,000.

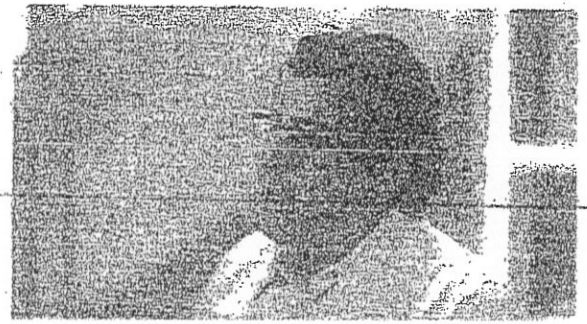
NYC's first Platinum LEED certified building, The Verdesian project consisted of a 27 story, 300,000 square foot building, containing 253 residential units with almost identical construction and green features. To improve upon the energy efficiency of the building, a cogeneration plant was added, consisting of a natural gas-fired microturbine, which provided 60kW of electricity and satisfied the entire potable hot water demand. The Verdesian also houses the first North American installation of heliostats, sun-tracking mirrors designed to reflect natural sunlight to an adjacent park, which would otherwise have been shadowed by neighboring high-rises. The total project cost was approximately $200,000,000.

John Nastasi is both an architect and a design educator. As principle of his own design practice in Hoboken, NJ, John has built a prolific and diverse body of work which is distinguished by a consistency of process; a rigorous detailed investigation of real and theoretical issues; and a high level of craftsmanship that accompanies the art of making. In 1996, John's early built work was the recipient of the prestigious Young Architects Award from the Architectural League of New York.

Highly impacted by digital technology, John has been at the forefront of design research in digital practice for over a decade and as his built work, teaching and writing in this area has been published both nationally and internationally. John has been invited to lecture and present his work and teaching at every major architectural school in the United States.

In 2004, John founded the disruptive Product-Architecture Lab at The Stevens Institute of Technology. This program's pedagogical objective; to dissolve long-standing boundaries between design and engineering in both practice and the academy has become the blueprint for many progressive architectural programs and practices throughout the design industry. The pioneering curriculum developed at The Product-Architecture Lab has been directly emulated at both Columbia University's Building Intelligence Program and Harvard University's Advanced Studies Program.

John is an alumnus of Harvard's Graduate School of Design and a recipient of Harvard's Rice Prize in Architecture and Engineering. He resides in Manhattan with his wife, Annmarie and his two sons, August and Giancarlo.



Owner

F.Pasquale Family Limited Partnership was formed 17 years ago. The partnership was founded by Frank F. Pasquale. A brief background on the principle and his ties to the community. Born in Hoboken in the late 20's he was raised in town by his immigrant father and the extended Hoboken community. He relocated his manufacturing business to the city in the mid 60's and operated it until several years ago. His 80 plus year history with Hoboken has given him unique insight and experiences with the city. His commitment to developing this site to complement the neighborhood and bring recognition to the city as progressive and innovative has led to the assembly of a very unique group of professionals. This team has been charged with the design and development of a "off the grid" energy efficient multi-family building. His understanding that a great source of innovation and knowledge resides in the city has led to the inclusion of Stevens Institute of Technology as a key participant on the design team. His commitment to these goals has helped the design team to strive for both L.E.E.D Platinum and "Passive House" certifications. This will be the first multifamily building in New Jersey to be granted this certification.

Funding

It is the intend of the applicant to achieve the necessary funding levels to compete this project through limited private investment, Self-funding, and New Jersey Economic Development Authority Sandy Loan program.

Special Note: a yet to be determined percentage of the profit from this project will be donated to Steven Institute of Technology Green House project and to "Love for Haiti". It is also the Developer's intention to make this project model available to New Jersey Clean Energy though the New Jersey Economic Development Authority and the Governor's Office. We are also considering a request to have a film documentary produced high lighting the Design, Development and Construction of this site for later use and release.

Concept

INNOVATIVE ENERGY GOALS

1. US Certification from Passive House Institute
2. LEED BD+C Platinum Certification
3. Installation of Cogeneration Unit
4. Installation of Solar Thermal
5. Green Roof
6. Installation of radiant heat throughout building
7. Electric Charging Stations for use by public (will require dedicated street parking spot by Hoboken City Council)
8. Gray water recycling system
9. Smart Grid feedback system
10. Rain water retention system

LOFFREDO & ASSOC., LLC.
CERTIFIED PUBLIC ACCOUNTANT

William J. Loffredo, CPA

09/03/2013

City of Hoboken Director
of Community Development
94 Washington Street
Hoboken, New Jersey 07030

Re: Frank F. Pasquale
Frank Pasquale Limited Partnership
1024 Adams Street
Hoboken, New Jersey

To whom it may concern:

I have been Frank F. Pasquale's accountant for the past twenty-seven years.

My firm has also been doing the accounting and tax returns for the Frank Pasquale Limited Partnership since inception on December 28, 1999.

Very truly yours,

William J. Loffredo, CPA

William J. Loffredo, CPA
Operating Manager

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

A1. Building Owner's Name FRANK PASQUALE	FOR INSURANCE COMPANY USE
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET	Policy Number:
City HOBOKEN State NJ ZIP Code 07030	Company NAIC Number:

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
BLOCK 100 LOT 10

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) RESIDENTIAL

A5. Latitude/Longitude: Lat. 40°44'34"N Long. 074°01'53"W

Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 2

A8. For a building with a crawlspace or enclosure(s):
a) Square footage of crawlspace or enclosure(s) _____ sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:
a) Square footage of attached garage _____ sq ft
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
HOBOKEN 340022	HUDSON	NJ

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
34017C0043	D		09/16/2009	AE	9.0'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: "1942 PRECISE LEVELS" Vertical Datum: 1988 NAVD
Indicate elevation datum used for the elevations in items a) through h) below: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	8.43	☒ feet	☐ meters
b) Top of the next higher floor	8.18	☒ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____	☐ feet	☐ meters
d) Attached garage (top of slab)	_____	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building	_____	☐ feet	☐ meters

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1524 ADAMS STREET	FOR INSURANCE COMPANY USE
City HOBOKEN	Policy Number:
State NJ ZIP Code 07030	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments: SEE ATTACHED NOTES

Signature

Date 03/05/2019

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and D. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–8 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attached.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

ELEVATION CERTIFICATE, page 3

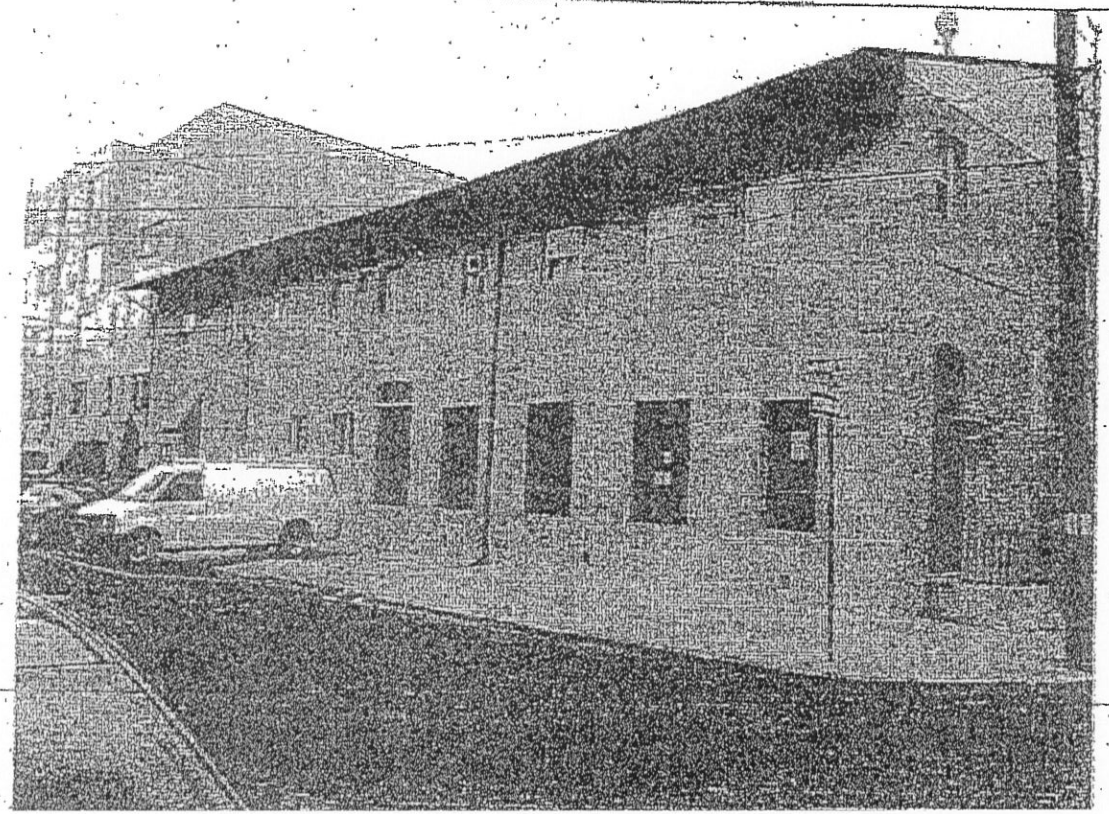
Building Photographs

See Instructions for Item A8.

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET	FOR INSURANCE COMPANY USE Policy Number:
City HOBOKEN State NJ ZIP Code 07030	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A8. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



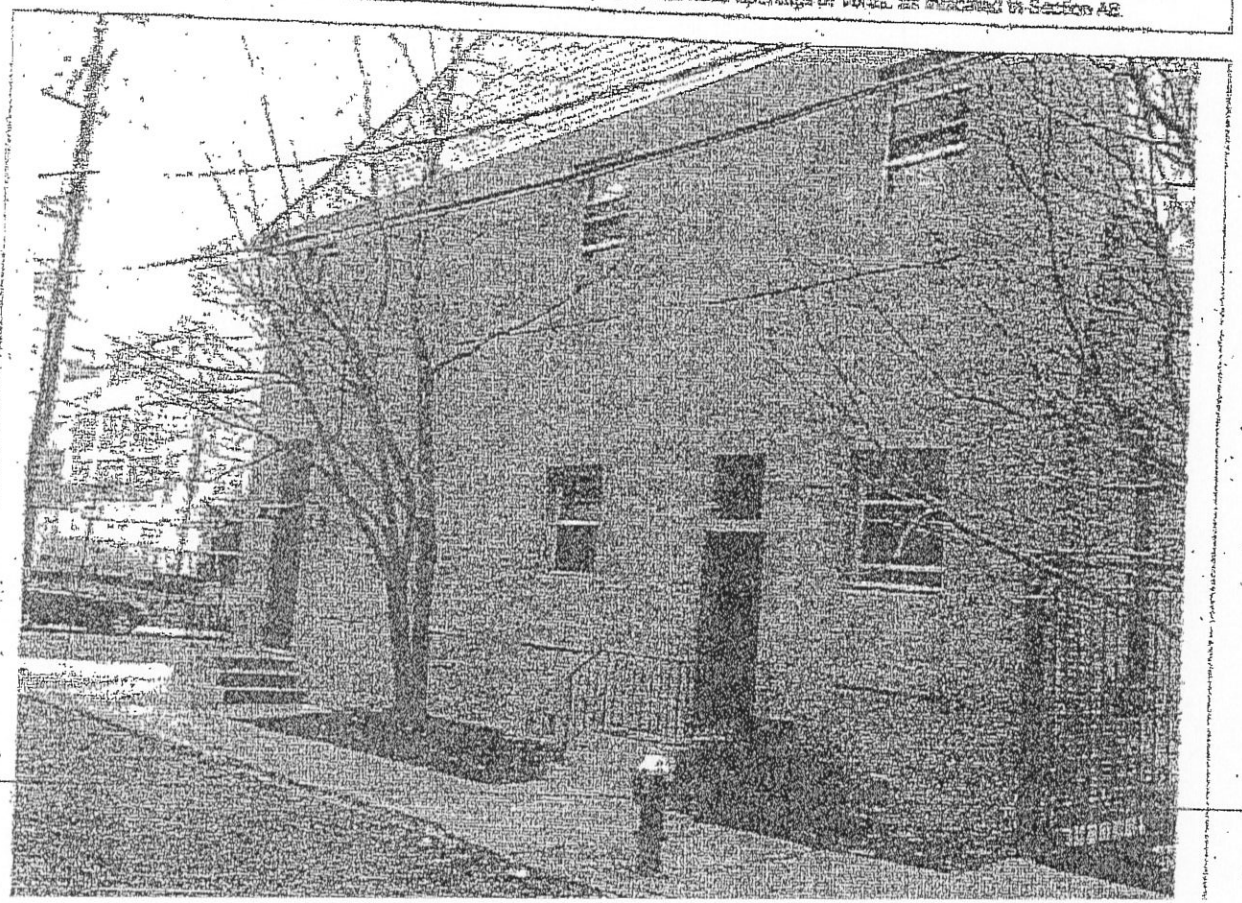
Building Photographs

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET	FOR INSURANCE COMPANY USE Policy Number:
City HOBOKEN State NJ ZIP Code 07030	Company NAIC Number:

If submitting more photographs than will fit on this preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.



SECTION D (continue)

The site is occupied by a two story brick and stucco building. The building occupies the entire lot. Grade elevations where taken along Adams and 11th Streets adjacent to the site. Basement access was through access hatch in the first floor. Basement floor is reflected in section C2a. Owner of the building said basement floor slopes-up towards the north end of building; was not able to determine this fact.

Comments/Conversions: Verbon

CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

132 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 792-0445
FAX: (201) 792-7714

www.surveycmj.com

DESCRIPTION

BEGINNING at a point formed by the intersection of the westerly line of Adams Street and the southerly line of Eleventh Street, running thence

1. N-76°-56'-W, along the southerly line of Elevanth Street, a distance of 50.00 feet to a point, thence
2. S-13°-04'-W, and parallel with Adams Street, a distance of 100.00 feet to a point, thence
3. S-76°-56'-E, a distance of 50.00 feet to a point in the westerly line of Adams Street, thence
4. N-13°-04'-E, along the westerly line of Adams Street, a distance of 100.00 feet to a point, said point being the point or place of beginning.

Known as Lot 10, in Block 100, as shown on the Official Tax Assessment Map for Hoboken, Hudson County, New Jersey, and more commonly known as No. 1024 Adams Street, Hoboken, NJ.

D. CORPORATE/PARTNERSHIP DISCLOSURE

State of New Jersey :
County of Hudson : SS:

(Name of Applicant)
being duly sworn according to law upon (his, her, their) oath, depose and say

I, an authorized representative of

which is a corporation, or partnership, applying to the Planning Board/Zoning Board of Adjustment of HOBOKEN do hereby disclose, pursuant to the requirements of N.J.S.A. 40:55D-48.1, the name and address of all stockholders or individual partners owning at least 10% of the stock of the corporation, or at least 10% of the interest in the partnership, which are hereby listed as follows:

APPLICANT IS:

____ Corporation __X__ Partnership ____ Joint Venture ____ LLC

Full Name of Individual (Stockholder/Partner)	Address of Individual (Stockholder/Partner)	Shares Owned
1. Frank F. Pasquale, Sr.	807 Four Seasons Dr., Wayne, NJ 07470	47%
2. Carla M. Pasquale	2 Rockledge Terr., Wayne, NJ 07470	30%
3. James J. Pasquale	42 Kings Ridge Rd., Warwick, NY 10990	16%
4. Frank A. Pasquale	1024 Adams St., Hoboken, NJ 07030	6%
5.		
6.		
7.		
8.		

References:

William Lofredo, CPA
Towaco, NJ.

Honorable Michael Hubner
Morris County Superior Court

Robert Foley, Esq.
Bridgewater, NJ

SCHEDULE B

LÓRIEN LOFTS

461 11th Street, Hoboken, NJ

The Lórien Lofts is an innovative 21st century residential project that establishes a new level of commitment to luxury living, the sustainable environment, resilient infrastructure and, community contribution.

Our team has deep roots in New Jersey and the City of Hoboken. In October 2012, the impact of Hurricane Sandy left us facing the challenge to be better prepared for future events. It set us all, at Lórien Lofts, on a course to establish a new benchmark for next generation's Hoboken.

We assembled a design team able develop a vision that integrates innovative concepts at the project's core. Inspired by the writings of J.R.R. Tolkien; Lórien is the "maker of visions and of dreams".

Innovation is integrated on a series of levels including progressive architectural design, next-generation energy initiatives, innovative computer numerically controlled (CNC), pre-fabrication techniques, state of the art engineering and, the full incorporation of urban resiliency systems contributing to the City of Hoboken's fortification and storm infrastructure.

As a benchmark of quality, the design of the Lórien Lofts is in the process of achieving two levels of certification:

A. PRE-CONSTRUCTION PLANNING AND MATERIAL PROCUREMENT (LEED CERTIFICATION)

GOAL OF LEED BD+C PLATINUM CERTIFICATION

LEED, or Leadership in Energy & Environmental Design, a green building tool that addresses Lórien Lofts entire building lifecycle recognizing best-in-class building strategies. Lórien Lofts has energy initiatives incorporating several LEED BD+C (Building Design and Construction) credit categories, for example;

1) Water efficiency credits through grey water recycling system and rainwater retention system. Water efficiency credits promote smarter use of water, inside and out, to reduce potable water consumption.

2) Energy and atmosphere credits through the co-generation and passive-house systems will promote better building energy performance through innovative strategies.

3) Materials & resources credits through the recycling of existing building materials into the construction process and our innovative construction methodology will encourage sustainable building and help in reducing waste.

4) Indoor environmental quality credits to promote better indoor air quality through the stringent demands of Lórien Lofts' Passive House systems.

5) [illegible]

- INSTALLATION OF SOLAR THERMAL HYBRID PANELS

Our goal at Lórien Lofts is to provide additional energy requirements through the harness of the passive energy of the sun. The new generation of solar panels incorporates a cooling system, which has a dual benefit of offering thermal energy in addition to the electrical load generated.

- GOAL TO BUILD MAJOR COMPONENTS OFF SITE

Our aim at Lórien Lofts is to avail ourselves of resources and expertise at our disposal to incorporate state of the art technology for the off-site construction of major components of our mid-rise building. There are several important benefits to off-site construction:

1) Significant reduction of the impact of the construction process on the neighborhood and the city traffic.

2) Off-site construction, unlike onsite construction, occurs in a controlled environment, under such conditions, our team will be equipped to incorporate a higher level of control on systems integrated into the building.

B. POST-OCCUPANCY BUILDING PERFORMANCE ("PASSIV HAUS" CERTIFICATION)

The term "PASSIV HAUS" refers to a rigorous, voluntary standard for energy efficiency in a building, reducing its ecological footprint. It results in ultra-low energy buildings

the U.S. Energy Information Administration shows that buildings were responsible for 47.6% of energy consumption annually and accounted for 44.6% of CO_2 emissions in 2010. [Architecture2030]. Buildings that meet the Passive House standard, virtually air tight, primarily heated by passive solar gain and by internal gains from people, use 85% less energy than conventional equivalent buildings.

2) Passive House homes offer unparalleled air quality and comfort. An energy recovery ventilator provides a constant supply of fresh, filtered and balanced air.

3) Passive House is both a building energy performance standard and a set of design and construction principles used to achieve that standard. Only a few mid-rise buildings have met the standard in the United States, Lórien Lofts would be the first mid-rise in the State of New Jersey to achieve this lofty and notable distinction.

COGENERATION UNITS AND SMART GRID FEEDBACK

Cogeneration, combined heat & power system, delivers two forms of energy, electricity and hot water from our natural gas fuel source. By utilizing the free "waste" heat available from the cogen system, in addition to the electricity produced, we will achieve overall operating efficiencies much higher than a "conventional" system ever could.

One of the most efficient applications of cogeneration technology occurs where heat is provided in the winter, and cooling energy in summer. An absorption chiller is a refrigerator that uses a heat source to provide the energy needed to drive the cooling system. These chillers consume far less electricity and therefore lead to considerable savings in primary energy consumption.

By integrating a waste heat recovery system with on-site power generation, the system will significantly reduce carbon dioxide emissions by eliminating the chilling system's electrical consumption, as well as eliminating heating requirements in winter.

With the incorporation of cogeneration units, Lórien Lofts will produce all the electric needs of the entire building from the units, thereby creating multilayered benefits:

1) The building will be "off the electric grid" and impervious to powers outages due to inclement weather or other.

2) The unit is a major component of a strong "green" initiative as the cogeneration system is designed to capture heat loss produced during the process and allocate it back to the domestic hot water system and/or the hydronic radiant heat system.

3) A co-generation system produces electricity and heat on-site thereby significantly reducing the energy losses associated with transportation of energy from remote off-site locations.

4) Most notably, the cogeneration system in conjunction with the

would be powered by our state of the art energy systems built inside the footprint of the building.

- USE OF RADIANT HEATING SYSTEMS AND ERV

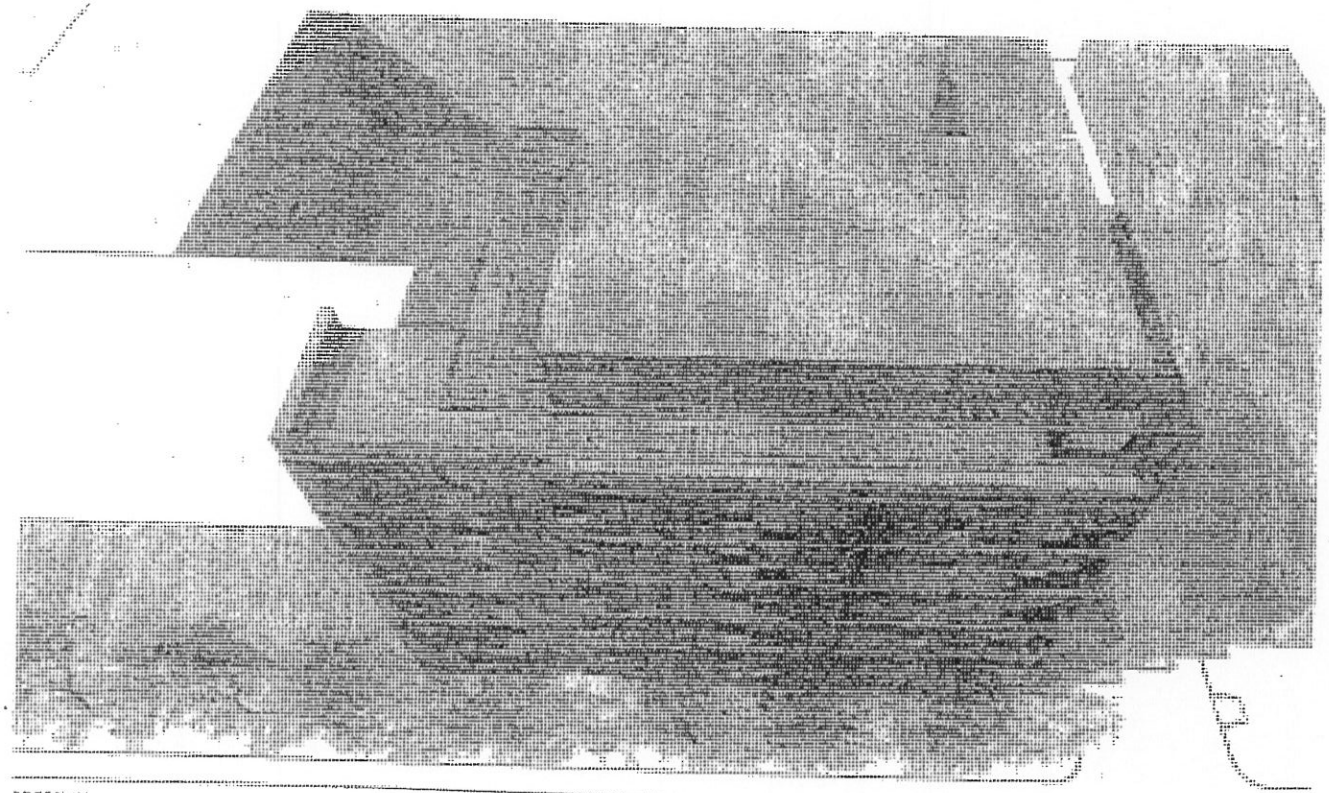
Radiant heat is more efficient than baseboard heating and usually more efficient than forced-air heating because it eliminates duct losses. People with allergies often prefer radiant heat because it doesn't distribute allergens like forced air systems can. A hydronic system such as contemplated by team Lórien Lofts uses electricity, a benefit for our building, which will be off the power grid and generate its own electricity.

Energy recovery ventilation (ERV) is the next generation in energy recovery process, which is an effective means of reducing the cost of heating and cooling while improving indoor air quality and reducing total HVAC equipment capacity. During the warmer seasons, the system pre-cools and dehumidifies while humidifying and pre-heating in the cooler seasons.

The combined use to the radiant system along with the EVR technology will significantly reduce the energy footprint and consumption of the homes at Lórien Lofts.

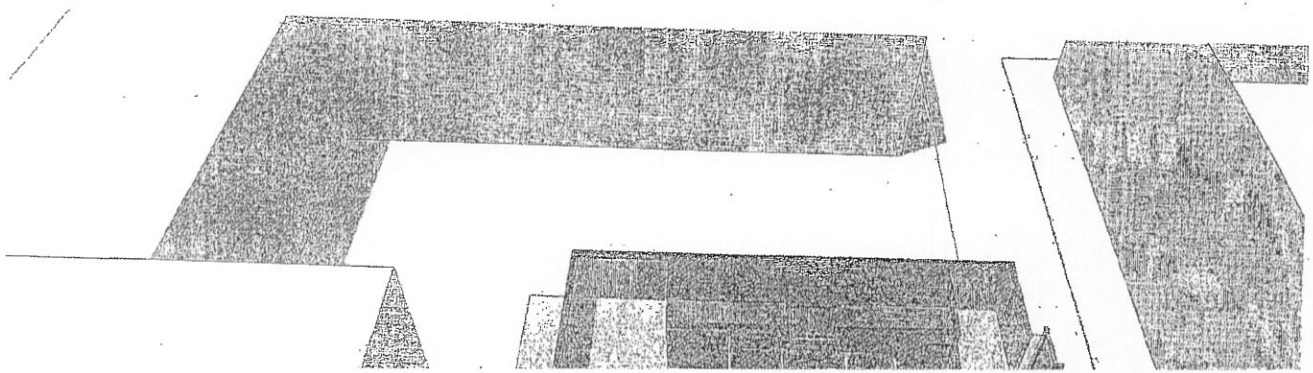
- SMART HOMES

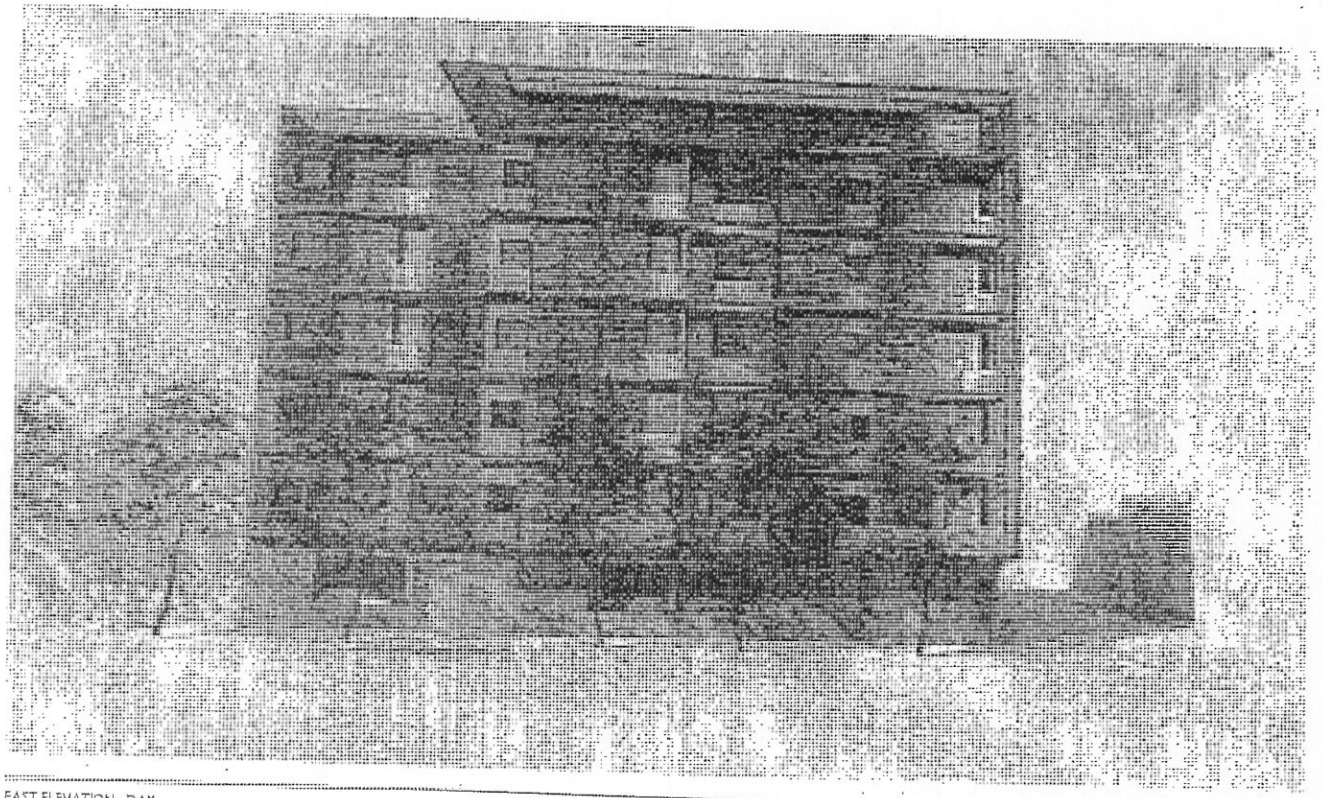
Home automation will complement the innovative systems in place at Lórien Lofts. With the help of a central control panel or simply from a PDA (personal digital assistant) homeowners will have the ability to remotely control several components of the home such as lighting



ROOF PLAN

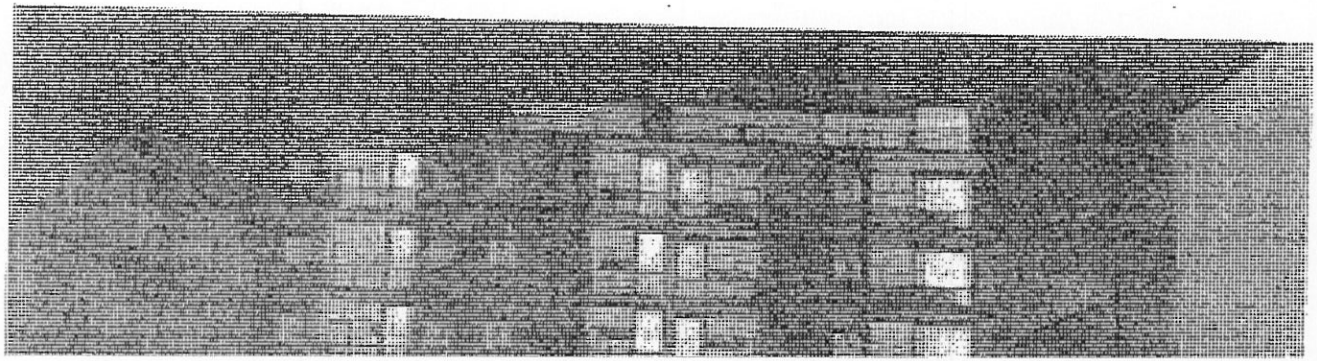
nastasi
architects





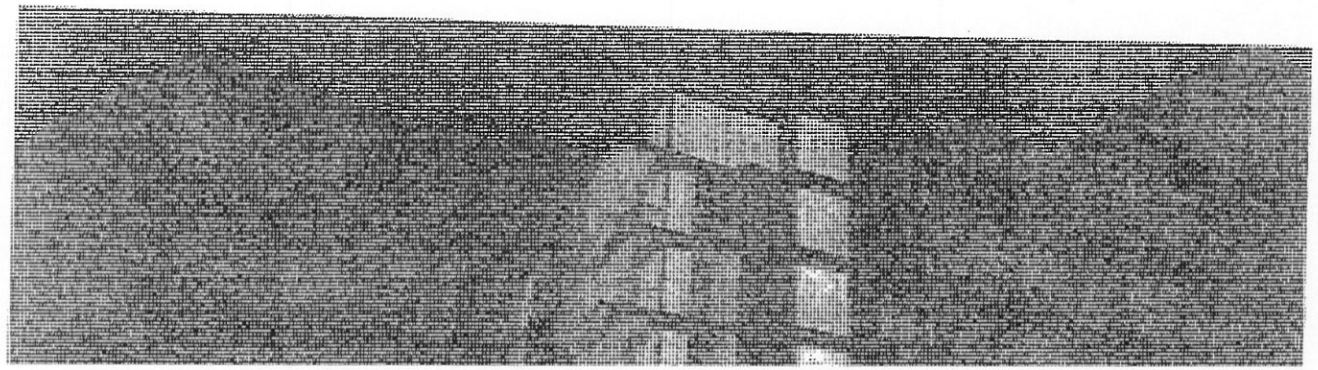
EAST ELEVATION - DAY

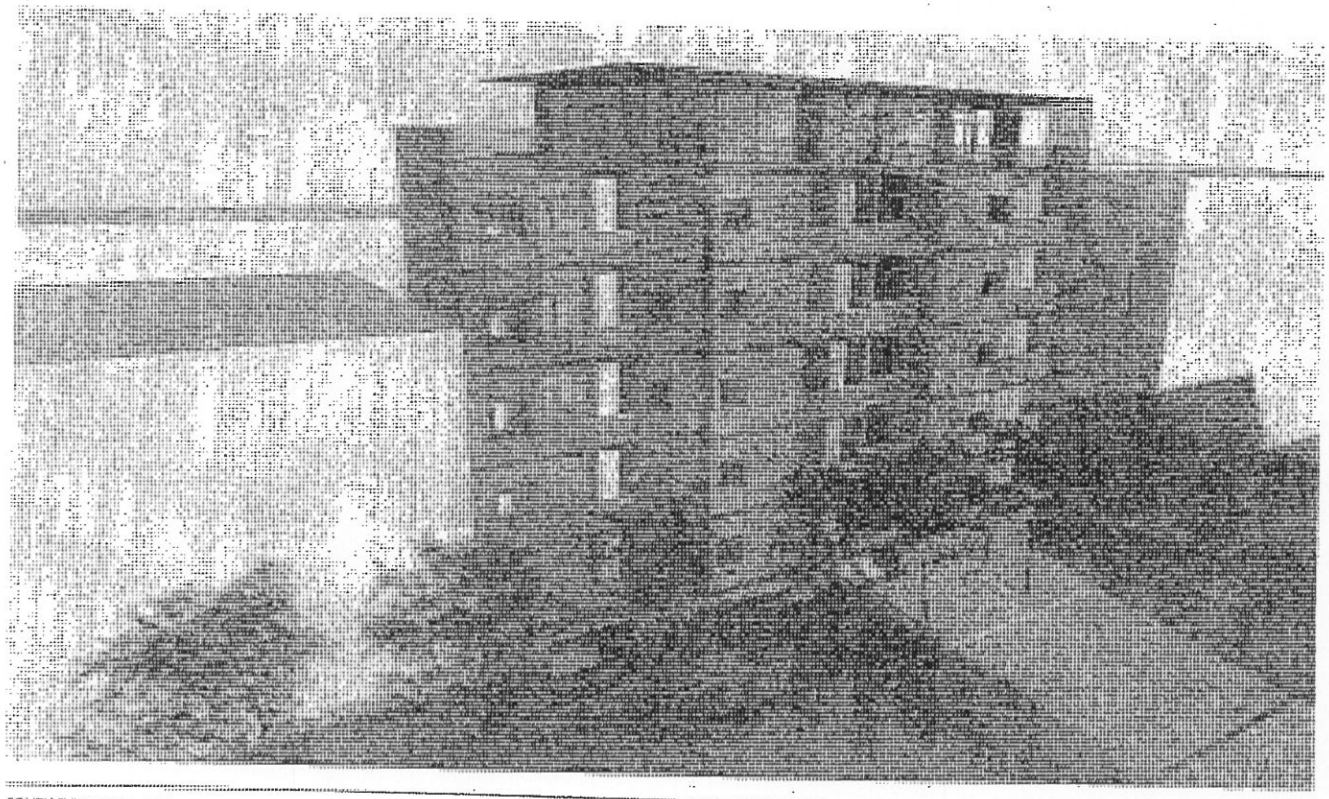
nastasi
architects



NORTH ELEVATION - DAY

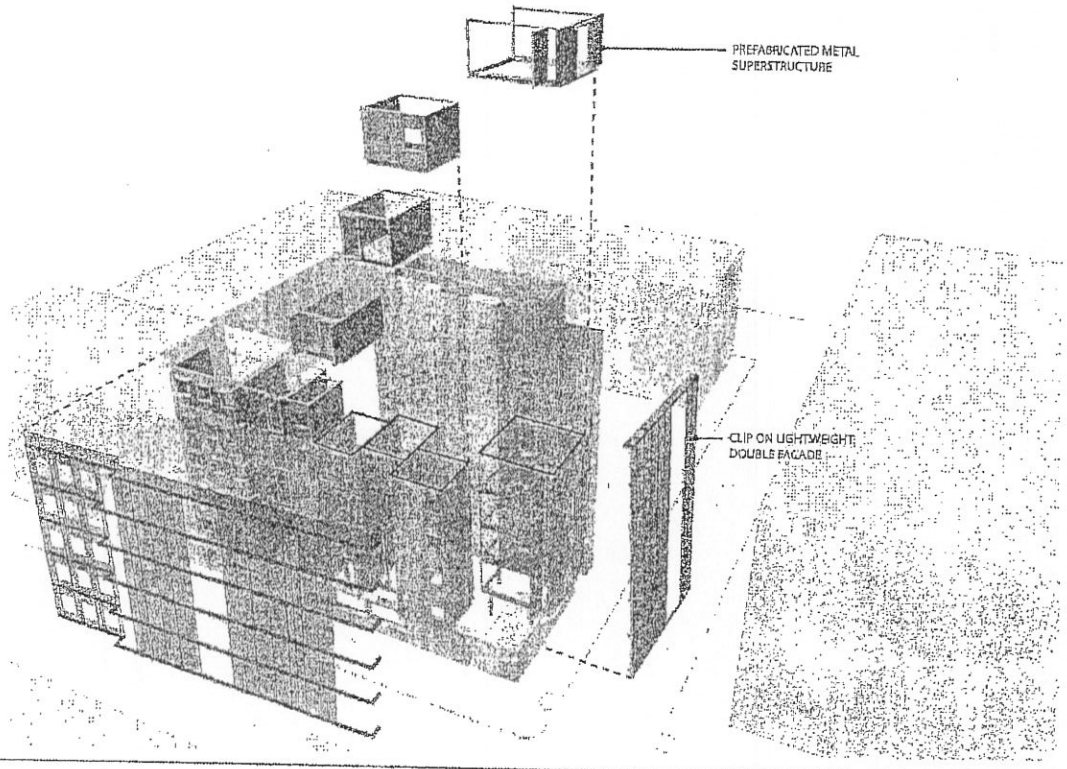
nastasi
architects





SOUTH ELEVATION - DAY

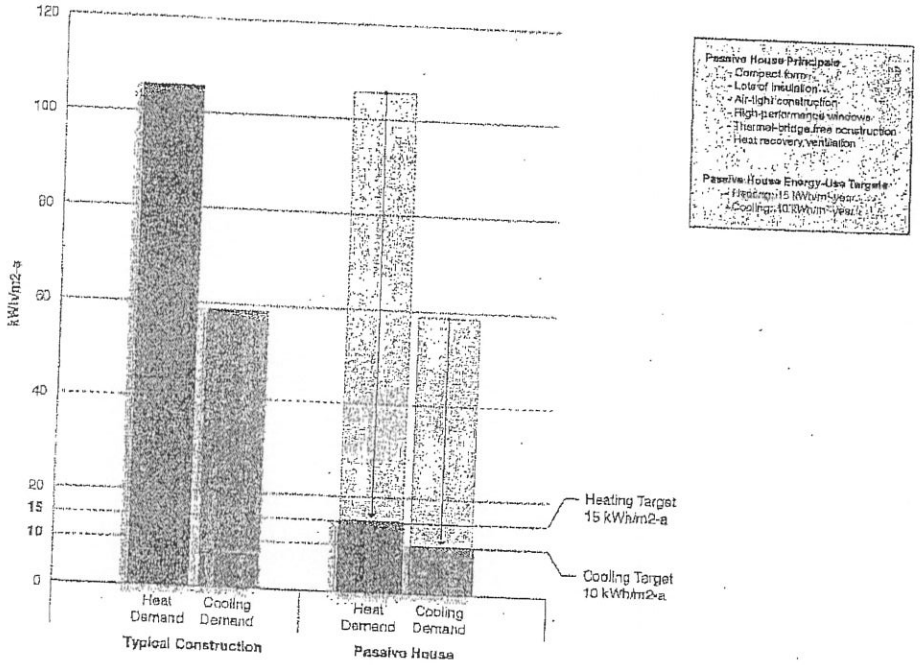
nastasi
architects



PREFABRICATED LIGHTWEIGHT METAL FRAMING & CLIP ON SOLAR SHADING

nastasi
architects

PASSIVE HOUSE TARGETS

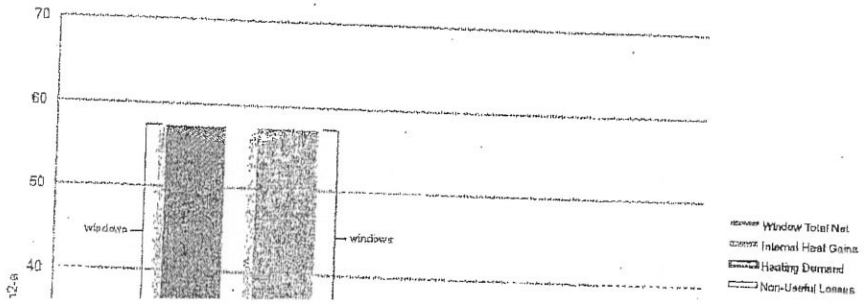


Passive House Principals
- Compact form
- Lots of insulation
- Air-tight construction
- High-performance windows
- Thermal-bridge-free construction
- Heat recovery ventilation

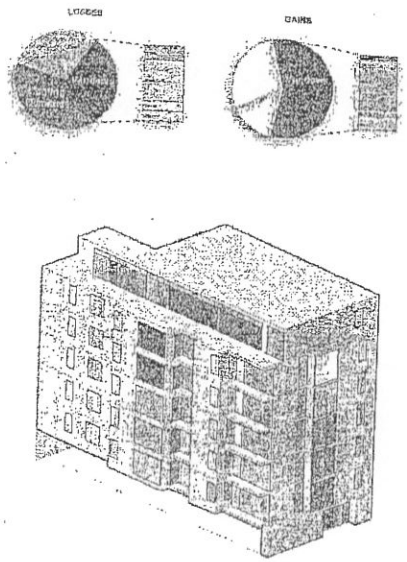
Passive House Energy-Use Targets
- Heating: 15 kWh/m²-year
- Cooling: 10 kWh/m²-year

n a s t a s i
architects

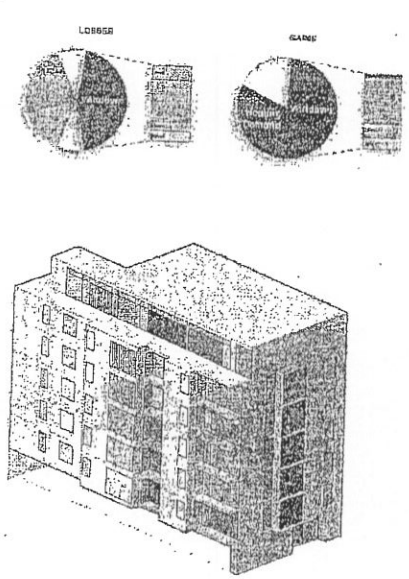
EXISTING DEMAND HEATING AND COOLING SUPPLY



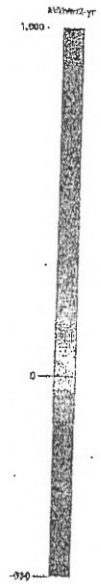
EXISTING DESIGN ENERGY BALANCE BY WINDOW



Summer



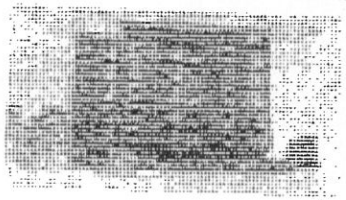
Winter



nastasi
architects

461 11th Street Lofts

461 11th STREET, HOBOKEN, NJ



GENERAL NOTES

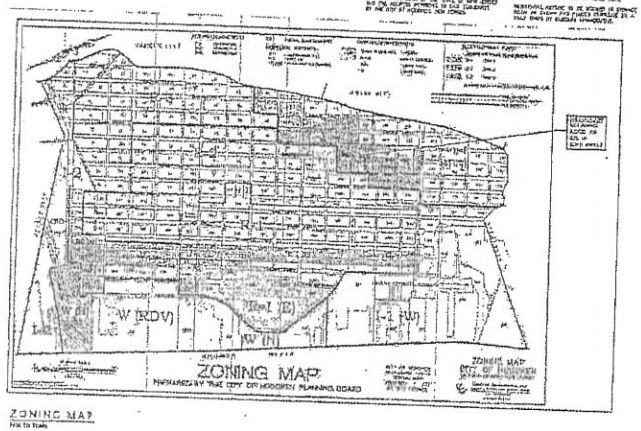
SEWER CALCULATIONS

RECYCLING CALCULATIONS

PSIS COMPLIANCE STATEMENT

PROJECT INFORMATION

DRAWING LIST



ZONING MAP

Not to Scale

NWRZ ZONE 1: Sub-Area 1

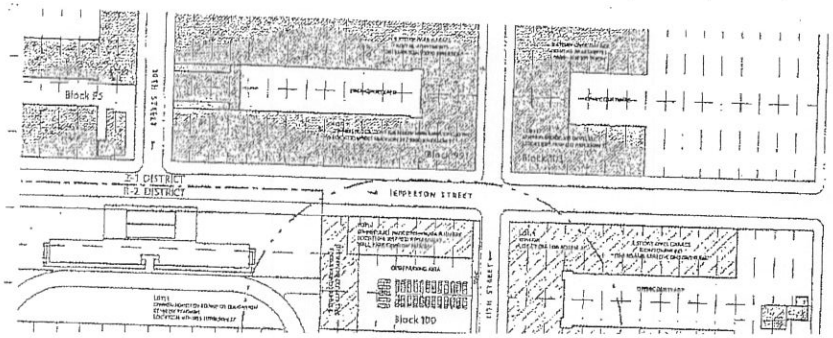
ZONING DATA

SITE PLAN DATA

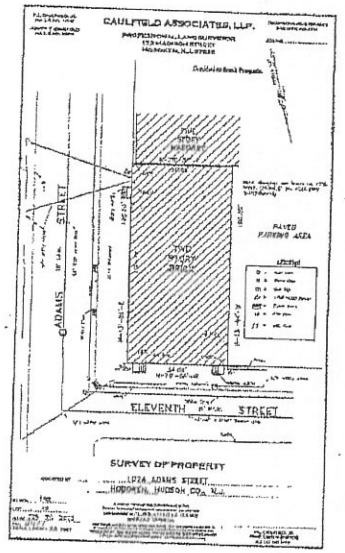
11th Street Lofts

Zoning & Location Map
Property Survey
Project Information
Zoning Data

Z1



OWNER AND ADDRESS REPORT

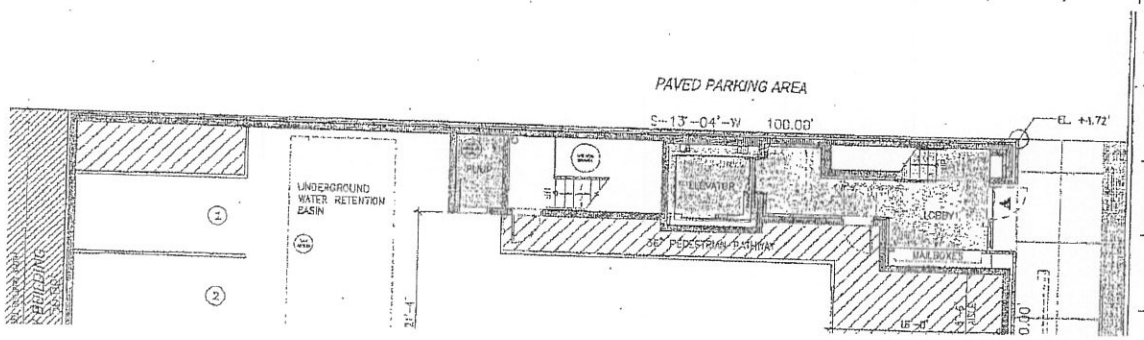


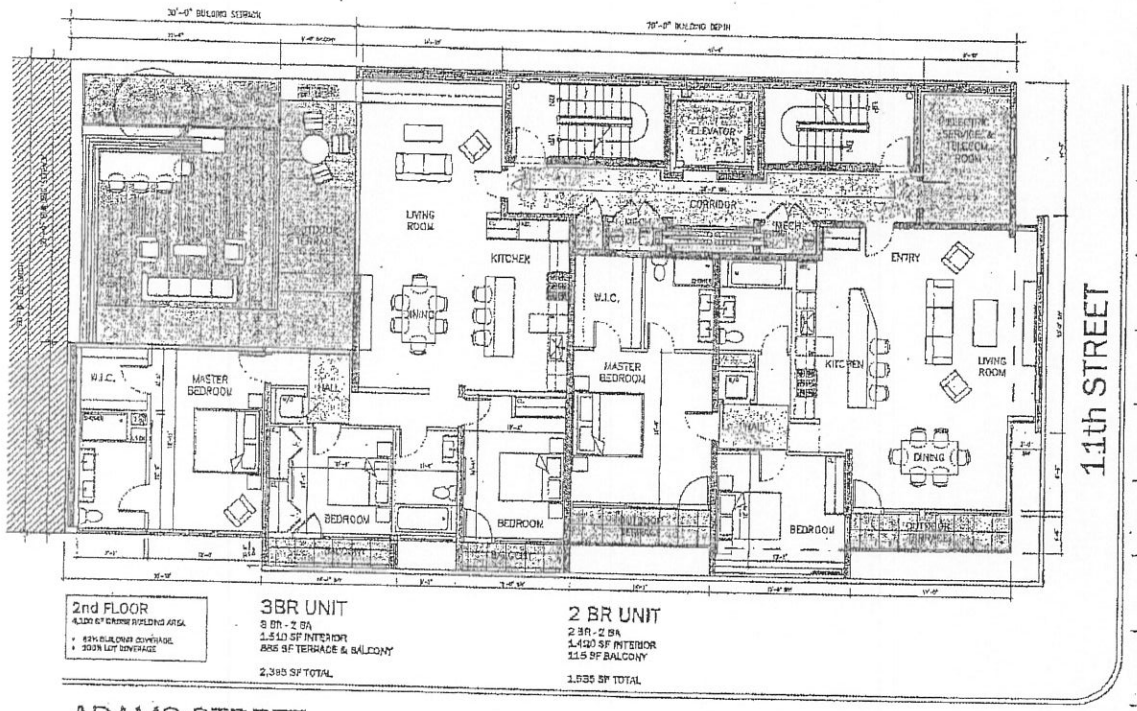
EXISTING SITE SURVEY
SCALE AS NOTED

11th Street Lofts

Site Map
Zoning Info
Owner Address Report

Z3





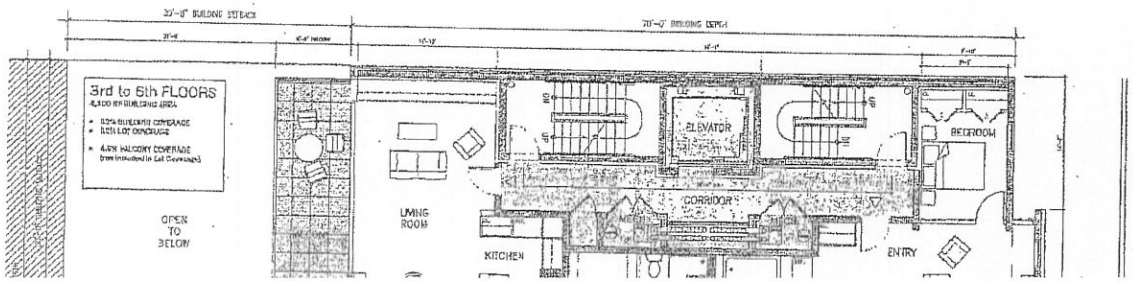
Proposed Second Floor Plan
Scale 1/2" = 1'-0"

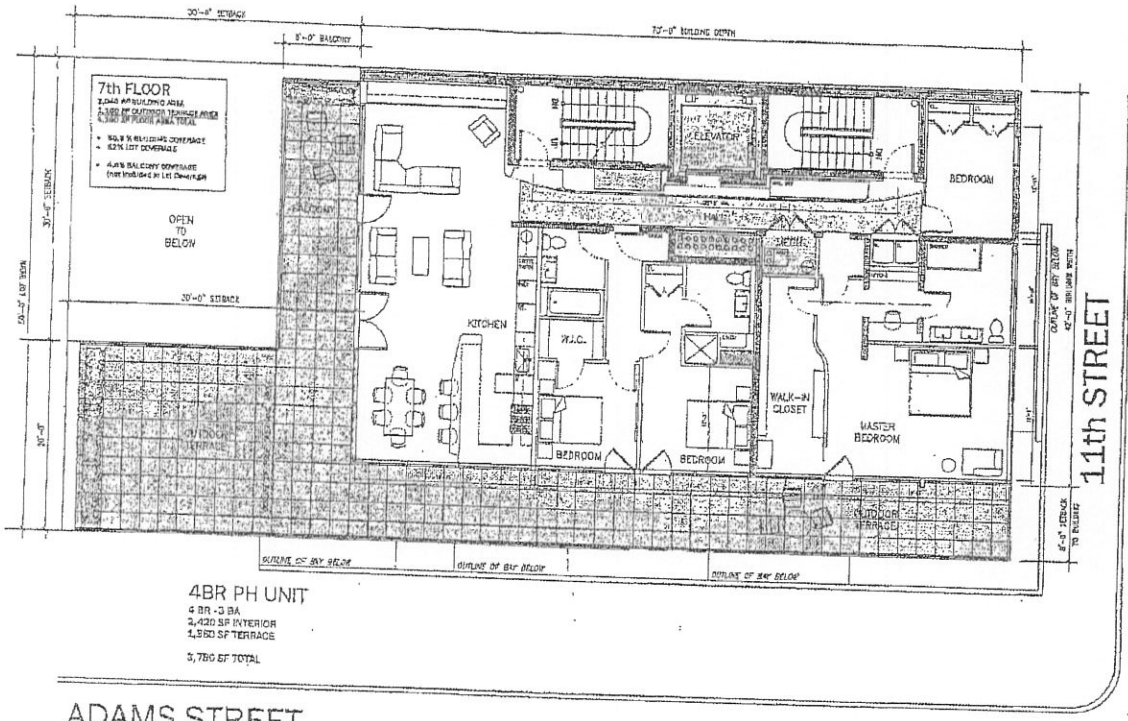
REVISIONS

11th Street Lofts

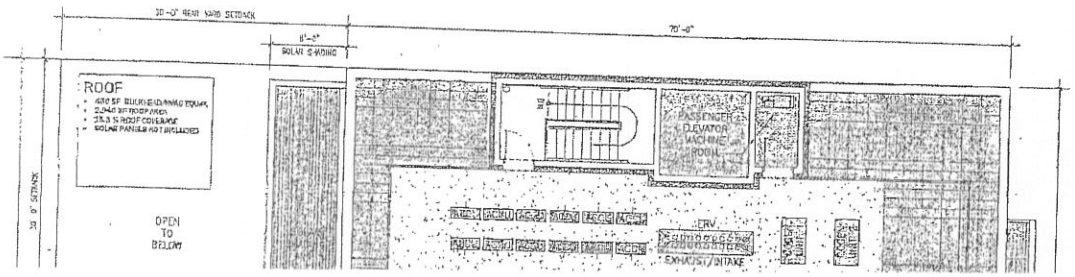
Proposed Floor Plans
Second Floor Plan

Z5





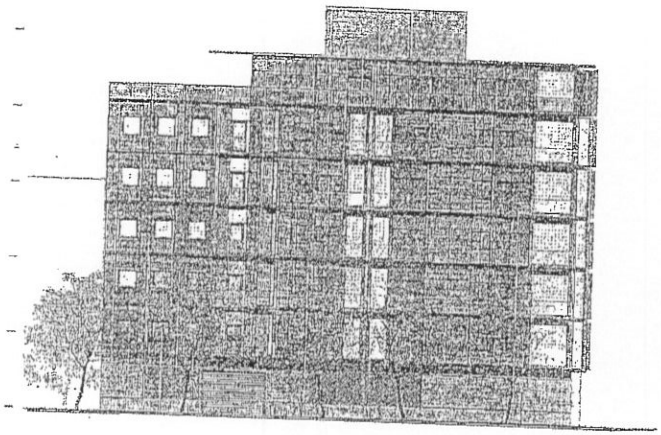
Proposed 7th Floor Plan
Scale 1/4" = 1'-0"



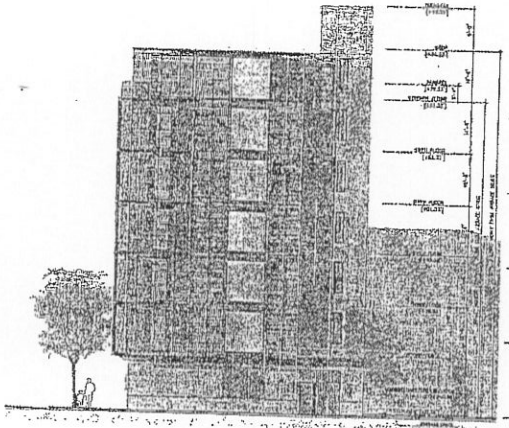
11th Street Lofts

Proposed Roof Plans:
7th Floor Plan

Z7



Adams Street Elevation
Scale: 1/8" = 1'-0"



Eleventh Street Elevation
Scale: 1/8" = 1'-0"

REVISIONS

No.	Description	Date
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]

ISSUES

[illegible]

11th Street Lofts

[illegible]

Building Elevations

Z9

[illegible]

REVISIONS

No.	Description	Date
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]

ISSUES

[illegible]

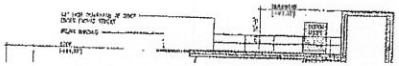


EXHIBIT C

Revised Sited Plans

Lofts

461 11th STREET, HOBOKEN, NJ

GENERAL NOTES

1. ALL WORK DESCRIBED SHALL CONFORM TO AND BE CONSTRUCTED UNDER THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE (LATEST EDITION AS ADOPTED BY THE NJ UNIFORM CONSTRUCTION CODE) AS WELL AS ALL REQUIREMENTS OF THE CITY OF HOBOKEN, NEW JERSEY.
2. ALL PORTIONS OF THE PROJECT WHICH EXTEND TO THE PROPERTY LINES MUST BE APPROVED BY THE CITY OF HOBOKEN.
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR FULL COMPLIANCE WITH THE NATIONAL STANDARD PLUMBING CODE, THE NATIONAL ELECTRIC CODE, AND ALL AGENCIES WHICH HAVE JURISDICTION ON THE WORK, AS WELL AS THE REQUIREMENTS OF THE CITY OF HOBOKEN, N.J.
4. ALL DIMENSIONS AND LOCATIONS AS INDICATED ON THE DRAWINGS SHALL BE CONSIDERED TO BE REASONABLY CORRECT, BUT IT SHALL BE UNDERSTOOD THAT THEY ARE SUBJECT TO MODIFICATIONS AS MAY BE NECESSARY OR DESIRABLE AT THE TIME OF CONSTRUCTION OR INSTALLATION TO MEET ANY UNFORESEEN OR OTHER CONDITIONS.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 1988) ADVISORY BASE FLOOD ELEVATION = 11.0'
6. PROPOSED STREET TREES ARE SUBJECT TO APPROVAL BY THE HOBOKEN SHADE TREE COMMISSION.
7. LANDSCAPING LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL IS SUBJECT TO APPROVAL BY THE MAYOR AND COUNCIL.
8. PRIOR TO FINAL SITE PLAN APPROVAL PROOF OF SERVICE FROM NORTH HUDSON SEWERAGE AUTHORITY IS REQUIRED.
9. PRIOR TO FINAL SITE PLAN APPROVAL ALL UTILITIES ARE TO HAVE A PROOF OF SERVICE LETTER.

RSIS COMPLIANCE STATEMENT

THIS PROJECT WILL COMPLY WITH THE RESIDENTIAL SITE IMPROVEMENT STANDARDS OF THE ADMINISTRATIVE CODE OF THE STATE OF NEW JERSEY AND THE ADOPTED REVISIONS TO THE STANDARDS BY THE CITY OF HOBOKEN, NEW JERSEY.

SEWER CALCULATIONS

1 1-BEDROOM UNIT
@ 2.5 PERSONS EACH AND 225 G.P.D. PER UNIT = 4 PERSONS

7 2-BEDROOM UNITS
@ 4 PERSONS EACH AND 300 G.P.D. PER UNIT = 28 PERSONS

3 3-BEDROOM UNIT
@ 5 PERSONS EACH AND 375 G.P.D. PER UNIT = 15 PERSONS

TOTAL RESIDENTIAL OCCUPANCY = 47 PERSONS

2-BR UNITS: 1 X 225 G.P.D. = 225
3-BR UNITS: 9 X 375 G.P.D. = 3375
TOTAL UNITS: 11 X 300 G.P.D. = 3600

PROJECTED CONSUMPTION FLOW IN GALLONS PER DAY = 3375 G.P.D.

* NOTE: NORTH HUDSON SEWERAGE AUTHORITY HAS INDICATED THAT SUFFICIENT CAPACITY EXISTS FOR THIS PROJECT FLOW.

RECYCLING CALCULATIONS

RESIDENTIAL OCCUPANCY = 47 PERSONS
TOTAL OCCUPANCY = 47 PERSONS

WEEKLY MINIMUM GENERATION

GLASS (LOOSE, WHOLE)
1.3 LBS x 47 PERSONS = 61 LBS
(APPROX. 0.11 CU YDS)

ALUMINUM CANS
0.1 LBS x 47 PERSONS = 4.7 LBS
(LESS THAN 0.1 CU YDS)

TIN CANS
1.1 LBS x 47 PERSONS = 52 LBS
(APPROX. 0.42 CU YDS)

CORRUGATED
3.2 LBS x 47 PERSONS = 150 LBS
(APPROX. 0.18 CU YDS)

* OCCUPANT LOAD BASED ON I.B.C. CODE

RESIDENTIAL RECYCLING TO BE SIGNED IN THE FUTURE WITH AN "ENTER AND PLACE CURBSIDE ON A DAILY BASIS BY RECYCLING MANAGEMENT"

BLOCK NUMBER	100
LOT NUMBERS	10
ZONING DISTRICT	NWRZ ZONE 1: Sub-Area 1
LOT AREA	5,000 SF
BUILDING FOOTPRINT	4,000 SF (FIRST FLOOR) 4,100 SF (2ND - 6TH FLOORS) 2,246 SF (7TH FLOOR)
REGULAR SPACES	9
COMPACT SPACES	2
REQUIRED ACCESSIBLE SPACES	1 (VAN ACCESSIBLE)
TOTAL PARKING SPACES PROVIDED	11

RESIDENTIAL UNIT TYPES PROVIDED:

1 BEDROOM UNITS	1 UNITS
2 BEDROOM UNITS	7 UNITS
3 BEDROOM UNITS	3 UNITS
TOTAL RESIDENTIAL UNITS PROVIDED:	10 UNITS

PROJECT IS IN THE FLOOD ADVISORY BASE FLOOD ELEVATION ZONE

PROJECT INFORMATION

Z1 - ZONING MAP, ZONING DATA, DRAWING LIST, PROJECT DATA
Z2 - 200' RADIUS MAP & PROPERTY OWNER LIST
Z3 - EXISTING PROPERTY SURVEY
Z4 - 1ST FLOOR PLAN
Z5 - 2ND FLOOR PLAN
Z6 - 3RD, 4TH, AND 5TH FLOOR PLANS
Z7 - 6TH FLOOR
Z8 - 7TH FLOOR
Z9 - ROOF PLAN
Z10 - BUILDING ELEVATIONS
Z11 - BESE ELEVATION, BUILDING CROSS SECTION

DRAWING LIST

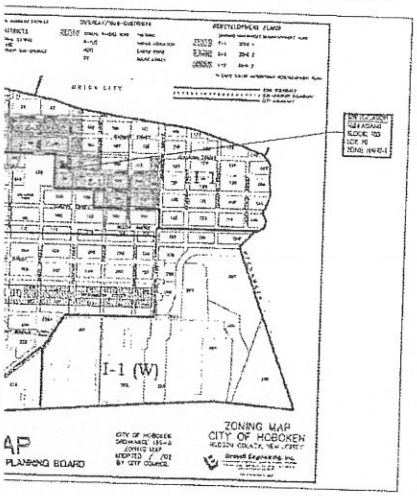
REVISIONS		
NO.	DESCRIPTION	DATE
1	PER ORDER NOV/2014	11/12/14
2	CITY REVIEWER COMMENTS	04/21/14
3	CITY OF HOBOKEN COMMENTS	12/04/13
NO.	DESCRIPTION	DATE

ISSUE NO.

ZONING DATA

REDEVELOPMENT ZONE 1	NWRZ ZONE 1: Sub-Area 1		
ZONE 1 (See Attachment 1 - Appendix A)	MID-RISE RESIDENTIAL AND NON-RESIDENTIAL	MID-RISE RESIDENTIAL	NO
MINIMUM LOT SIZE	10,000 SF	5,000 SF	PRE
PERMITTED BUILDING HEIGHT	5 RESIDENTIAL FLOORS (MF) OVER 1 STORY PARKING OR MAXIMUM TOTAL BUILDING HEIGHT 10 FEET FLOOR TO FLOOR	6 RESIDENTIAL FLOORS (MF) OVER 1 STORY PARKING MAX TOTAL BUILDING HEIGHT 1ST FLOOR: LOBBY & PARKING: 12 FEET FLOOR TO FLOOR UPPER FLOORS (2ND TO 7TH): 11 FEET FLOOR TO FLOOR	YES
FLOOR AREA RATIO	3.0	4.29	YES
MAX LOT COVERAGE (%) (CORNER SITE)	FIRST FLOOR PARKING LEVEL: NO RESIDENTIAL ALLOWED IN CORNER SITE; SEE URBAN DESIGN GUIDELINES, General Building Bulk & Yard Requirements Table.	FIRST FLOOR PARKING LEVEL: 100%	YES
DENSITY	MAXIMUM DWELLING UNITS (FEET-FEET) TO / 1,000 = 15 UNITS	10 UNITS	COMPLIES
BUILDING COVERAGE (%) (CORNER SITE)	BUILDING ROOF AREA COVERAGE: NOT MAX. FIRST APPROXIMATELY 75 FEET ALONG FRONT UNIT.	BUILDING ROOF AREA COVERAGE: 100% * GUIDES NOT MEETING CORNER LOBBY ROOF APPROXIMATELY 100% (FIRST 75 FEET) (COMPLIES)	YES
MAX. FRONT YARD SETBACK (ft)	11TH STREET: 5 FEET (AT 48 FEET ADAMS STREET) ADAMS STREET: 10 FEET	11TH STREET: 0 FEET ADAMS STREET: 0 FEET	YES
MAX. DISTANCE REAR WALL FROM STREET (ft) (CORNER SITE)	20 FT	11TH STREET: 100 FT ADAMS STREET: 20 FT (COMPLIES)	YES
MIN. REAR YARD (ft) (MEASURED FROM 1ST RESIDENTIAL FLOOR)	30 FT	11TH STREET: 4 FEET ADAMS STREET: 30 FEET (COMPLIES)	YES
DOOR FREQUENCY (STREET FACADE AT BUILDING BASE)	EVERY 100 FEET	78' MAX.	COMPLIES
WINDOW FREQUENCY (STREET FACADE AT BUILDING BASE)	EVERY 40 FEET	140' MAX.	YES
PEDESTRIAN ENTRANCE / LOBBY (STREET FACADE AT BUILDING BASE)	ONE OR EVERY 40-6 SINGLE FRONT (ADAMS STREET)	MAIN ENTRANCE / LOBBY PROVIDED ON 11TH STREET	YES
STREET TREES (NORTH-SOUTH STREETS)	COMPLY WITH 30' TREES ON NORTH-SOUTH STREETS EVERY 25 FEET (ADAMS STREET)	SINGLE ROW OF TREES PROVIDED ON ADAMS STREET	YES
ACTIVITY AREA (CORNER OF BUILDING BASE)	PROMINENT LOBBY/PEDESTRIAN ENTRANCE FOR MIDDLE THIRD SIDE	LOBBY/PEDESTRIAN ENTRANCE ON 11TH STREET	YES
BALCONIES WITHIN PROJECT LOT LINES (CORNER SITE)	50% OF SPACE AREA (FLOOR OF 3 SIDE = 250 SF)	REMAIN FROM BALCONIES ARE LESS THAN 50% OF SPACE AND ARE NOT COUNTED TOWARD LOT COVERAGE	COMPLIES
BAY WINDOWS WITHIN PROJECT LOT LINES (CORNER SITE)	NO ENCROACHMENT ON 11-6 STREET SETBACK BELOW 10 FEET NO ENCROACHMENT ON 1-4 STREET SETBACK BELOW 10 FEET	ENCROACHMENT INTO 11-6 STREET SETBACK BELOW 10 FEET ENCROACHMENT INTO 1-4 STREET SETBACK BELOW 10 FEET (WITHIN EACH STREET 5 @ 3 FEET)	YES
BUILDING HEIGHT (FEET)	GARAGE ROOF UNFURNISHED AND ACCESSIBLE TO TERRACE (PRIVATE TERRACE 10 FEET DEPTH (MIN))	GARAGE ROOF UNFURNISHED AND ACCESSIBLE TO PRIVATE 2ND FLOOR RESIDENTIAL UNIT	YES
MIN. PARKING SPACES	RESIDENTIAL: 1 PER UNIT = 11 SPACES	11 SPACES	COMPLIES
MIN DWELLING UNIT SIZE (S.F.)	750 SF	1 BEDROOM UNIT = 1,100 SF	COMPLIES
BAY WINDOWS	MAXIMUM 18 INCH EXTENSION INTO THE STREET RIGHT-OF-WAY	18 INCH EXTENSION INTO THE STREET RIGHT-OF-WAY	YES

* CONSTRUCTION CONSULTING



SITE PLAN DATA

Property owner: 11th Street Lofts LLC
CAUCHO HOBOKEN, LLC
Hoboken, New Jersey 07030
NJ Certified

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

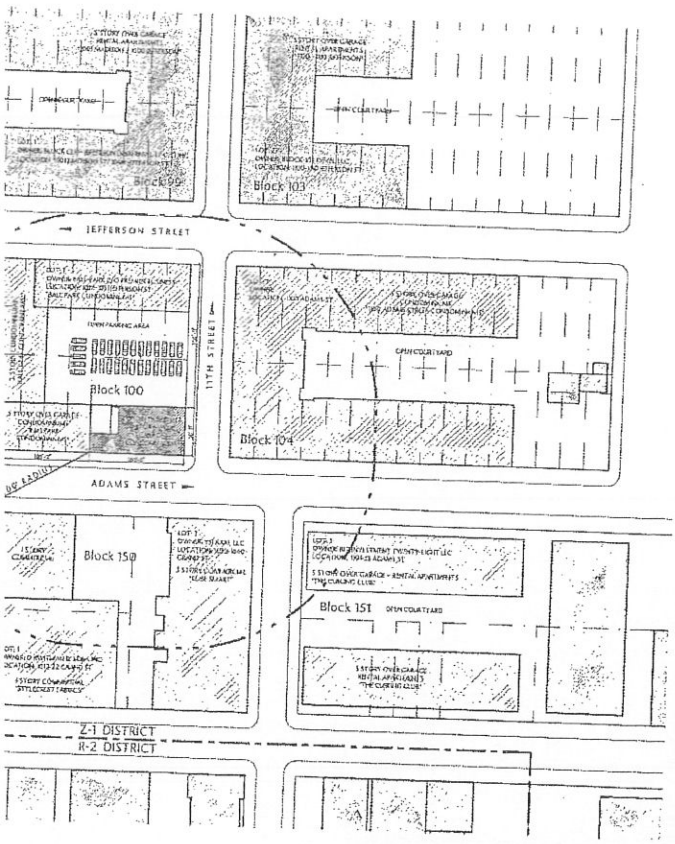
Dastoor Architects

321 Newark Street
Hoboken, NJ 07030
Tel: 201 653. 2377
Fax: 201 653. 2643
NJ License #AI11550
NY License #023574

Zoning & Location Map
Property Survey
Project Information
Zoning Data

Z1

Copyright © 2013 Dastoor Architects



OWNER AND ADDRESS REPORT

SUMMIT OR LOCATION MAP	BLOCK	LOT	PROPERTY OWNER	PROPERTY LOCATION
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

OWNER AND ADDRESS REPORT

SUMMIT OR LOCATION MAP	BLOCK	LOT	PROPERTY OWNER	PROPERTY LOCATION
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

REVISIONS

NO.	DESCRIPTION	DATE
7	CITY COLLECTOR SUBMISSION	[illegible]
6	CITY COMMISSION LEGAL	[illegible]
5	CITY OF HOBOKEN SUBMISSION	[illegible]
NO.	20 WORK PERIOD	DATE

ISSUES

Mr. Michael Family Partnership
407 Fox Street Drive
Hoboken, New Jersey 07470

Owner

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Aastasi
Architects

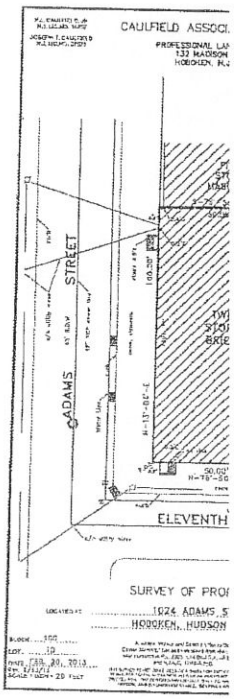
321 Newark Street
Hoboken, NJ 07030
Fax 201 653 2397
Fax 201 653 2442
NJ License 6419320
NY License 903157

Site Map
200' Property Owner List

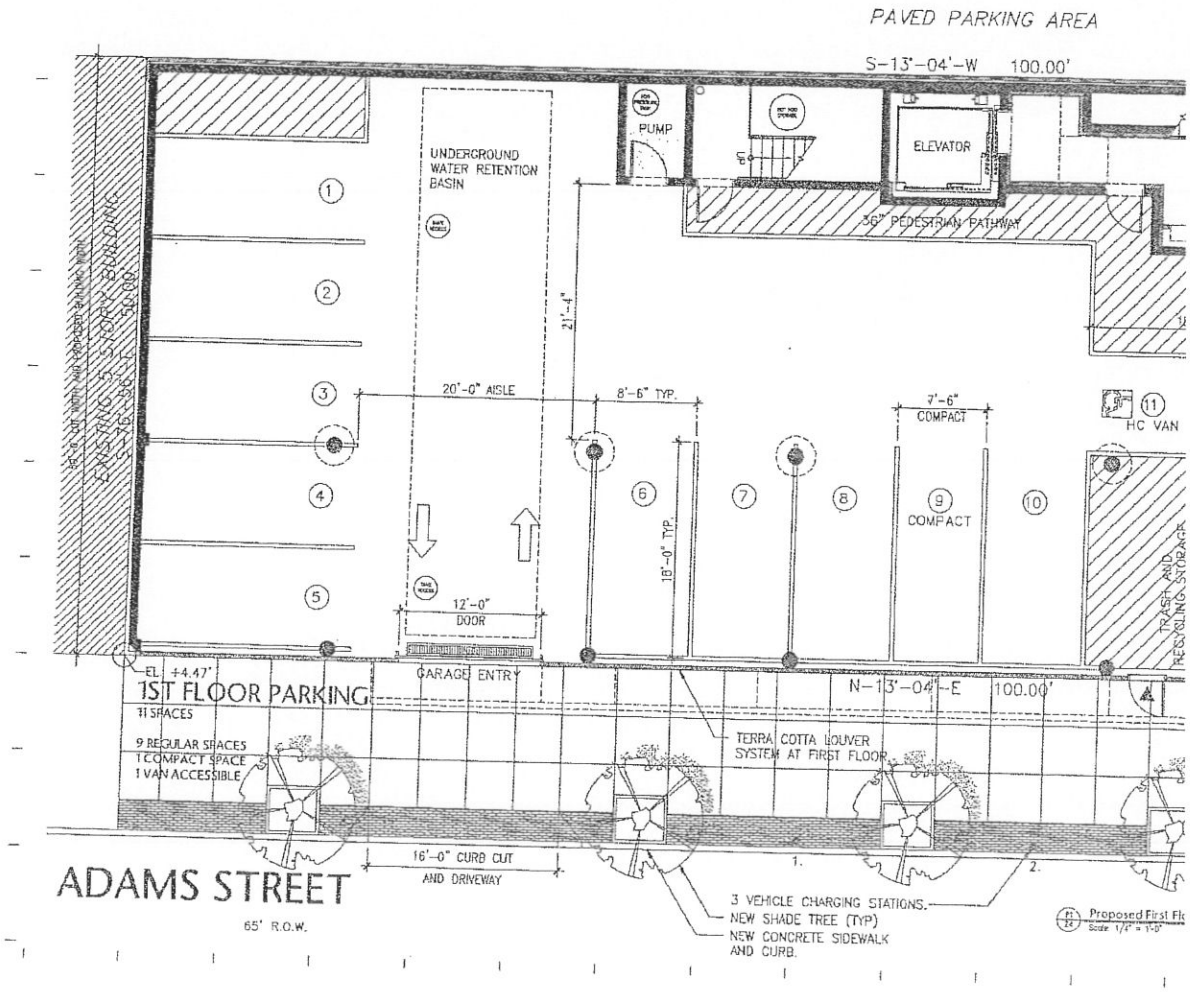
Date: [illegible]
Scale: [illegible]
Drawn: [illegible]
Checked: [illegible]
Project Number: [illegible]

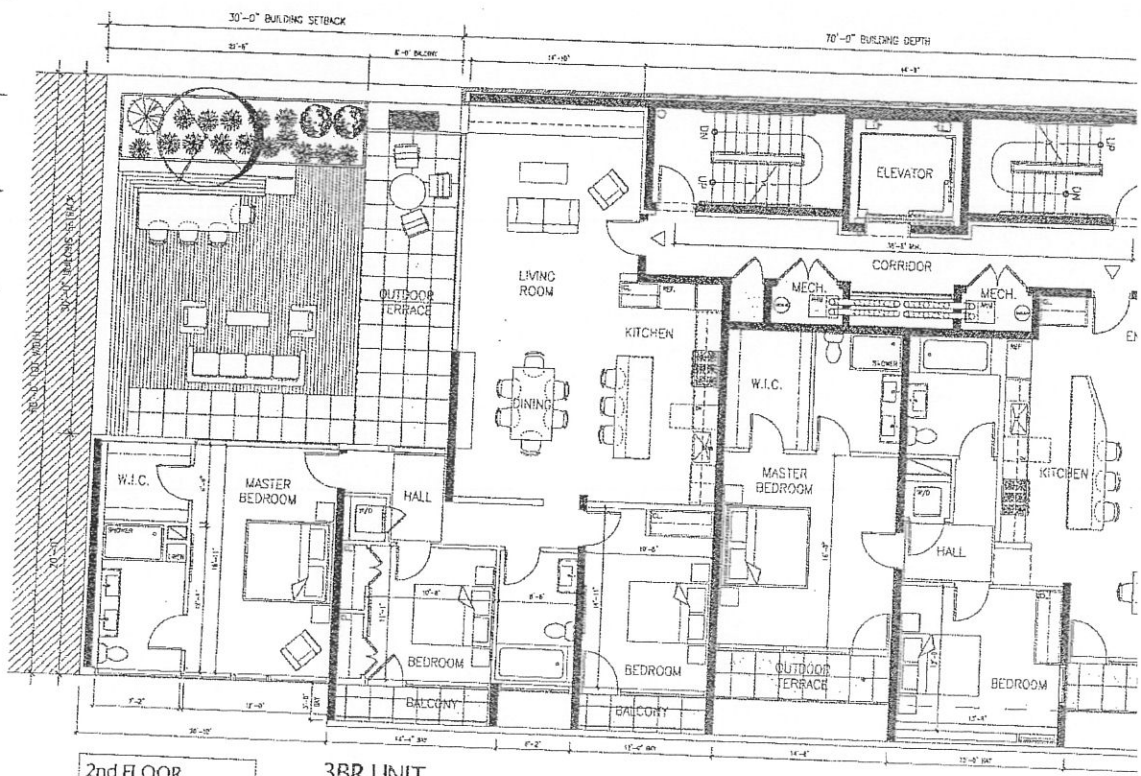
Z2

Copyright © 2014 Aastasi Architects



EXISTING SITE SURVEY
SCALE: AS NOTED


PAVED PARKING AREA
S-13°-04'-W 100.00'
PUMP
ELEVATOR
UNDERGROUND WATER RETENTION BASIN
36" PEDESTRIAN PATHWAY
21'-4"
20'-0" AISLE
8'-6" TYP.
7'-6" COMPACT
HC VAN
COMPACT
18'-0" TYP.
12'-0" DOOR
EXISTING 5 STORY BUILDING
TRASH AND RECYCLING STORAGE
EL. +4.47'
1ST FLOOR PARKING
11 SPACES
9 REGULAR SPACES
1 COMPACT SPACE
1 VAN ACCESSIBLE
GARAGE ENTRY
N-13°-04'-E 100.00'
TERRA COTTA LOUVER SYSTEM AT FIRST FLOOR
16'-0" CURB CUT AND DRIVEWAY
ADAMS STREET
65' R.O.W.
3 VEHICLE CHARGING STATIONS.
NEW SHADE TREE (TYP)
NEW CONCRETE SIDEWALK AND CURB.
Proposed First Fl
Scale: 1/4" = 1'-0"



2nd FLOOR
4,100 SF GROSS BUILDING AREA
- 82% BUILDING COVERAGE
- 100% LOT COVERAGE

3BR UNIT
3 BR - 2 BA
1,510 SF INTERIOR
885 SF TERRACE/BALCONY

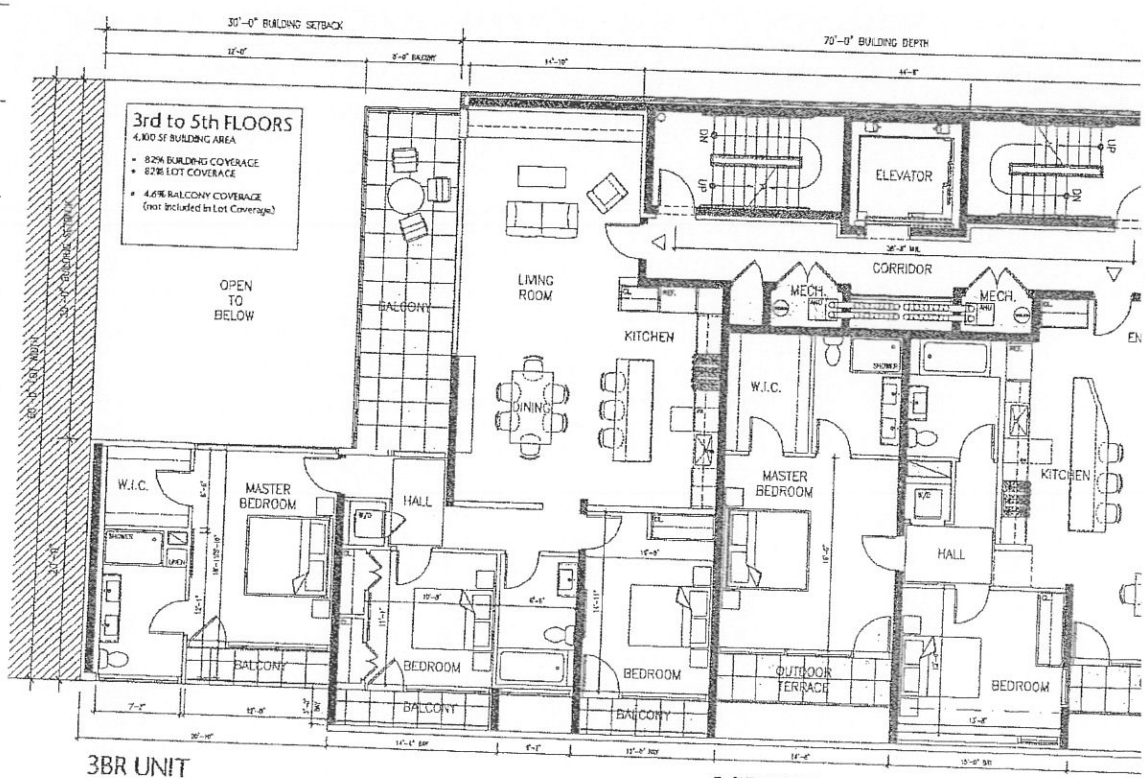
2,395 SF TOTAL

2 BR UNIT
2 BR - 2 BA
1,420 SF INTERIOR
115 SF TERRACE/BALCONY

1,535 SF TOTAL

ADAMS STREET

Proposed Second Floor Plan
Scale: 1/4" = 1'-0"



3BR UNIT

3 BR - 2 BA
1,465 SF INTERIOR
335 SF TERRACE/BALCONY

1,800 SF TOTAL

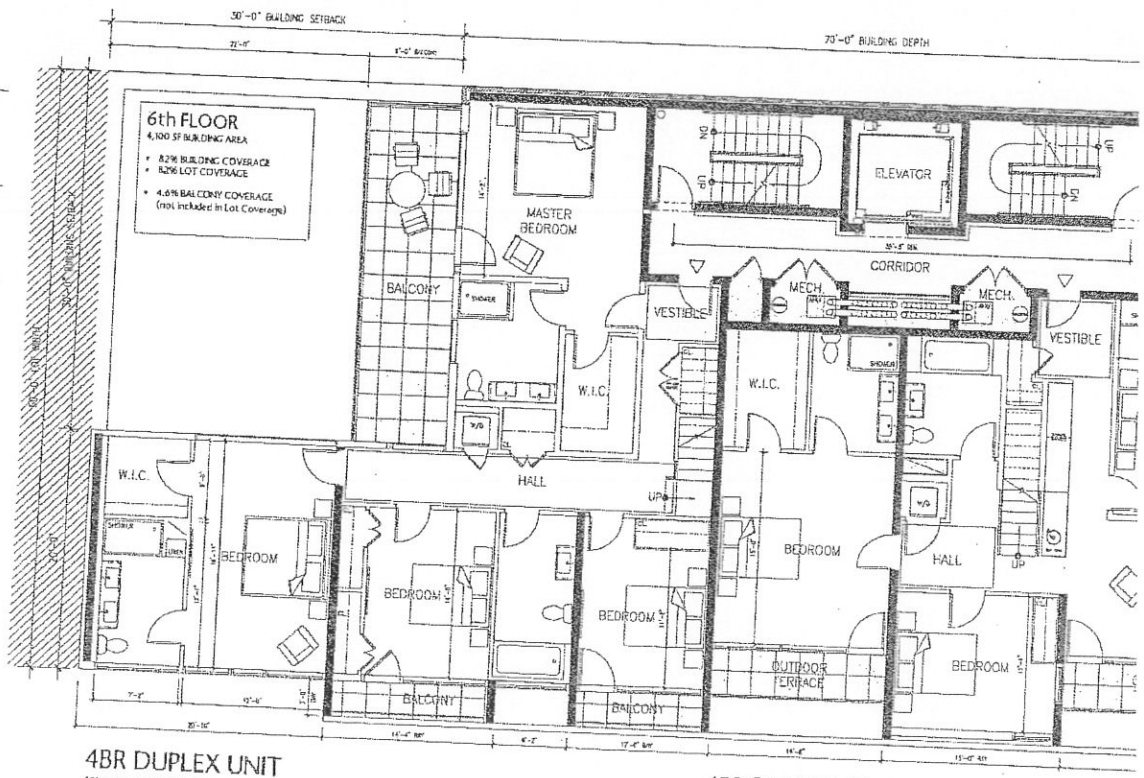
3 BR UNIT

3 BR - 2 BA
1,550 SF INTERIOR
115 SF TERRACE/BALCONY

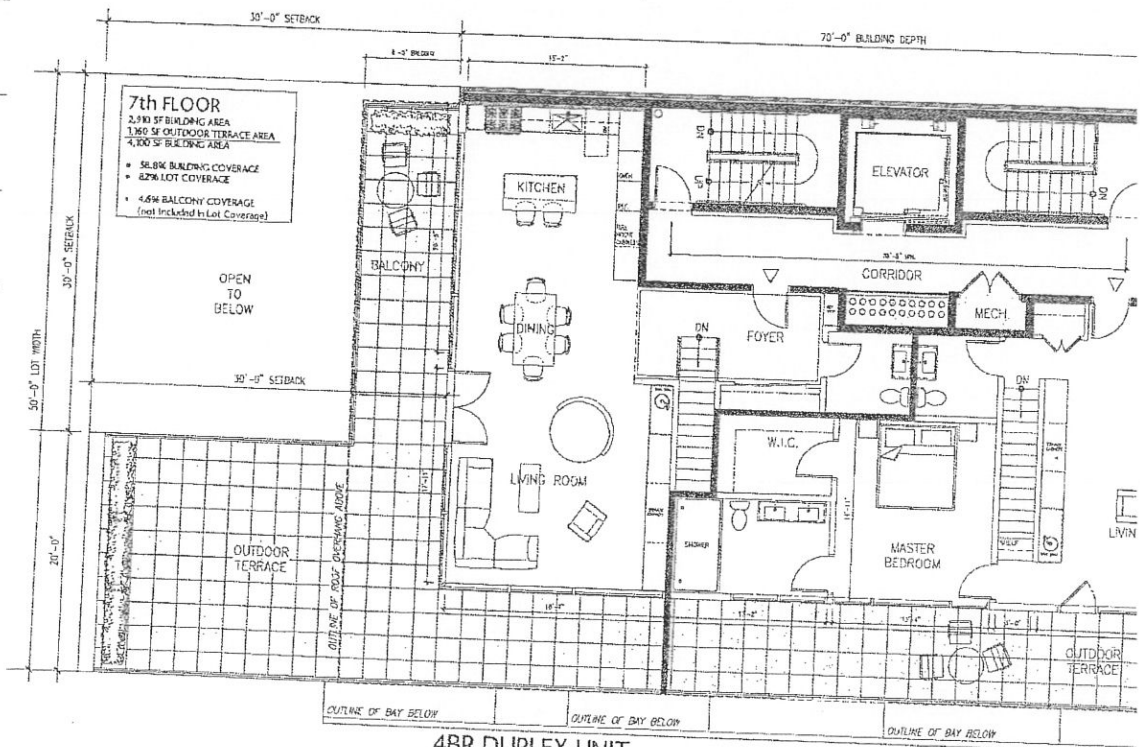
1,665 SF TOTAL

ADAMS STREET

Proposed 3rd through 5th Floor Plans
Scale: 1/4" = 1'-0"



Proposed 6th Floor Plan
Scale 1/4" = 1'-0"



4BR DUPLEX UNIT

6TH FLOOR - 4 BR - 3BA
1505 SF INTERIOR
335 SF TERRACE/BALCONY
1,840 SF TOTAL

7TH FLOOR- 0.5 BA
895 SF INTERIOR
940 SF TERRACE/BALCONY
1,835 SF TOTAL

DUPLEX TOTAL - 4 BR - 3.5 BA
2400 SF INTERIOR TOTAL
1280 SF TERRACE/BALCONY TOTAL
3680 SF TOTAL

4BR DUPLEX UNIT

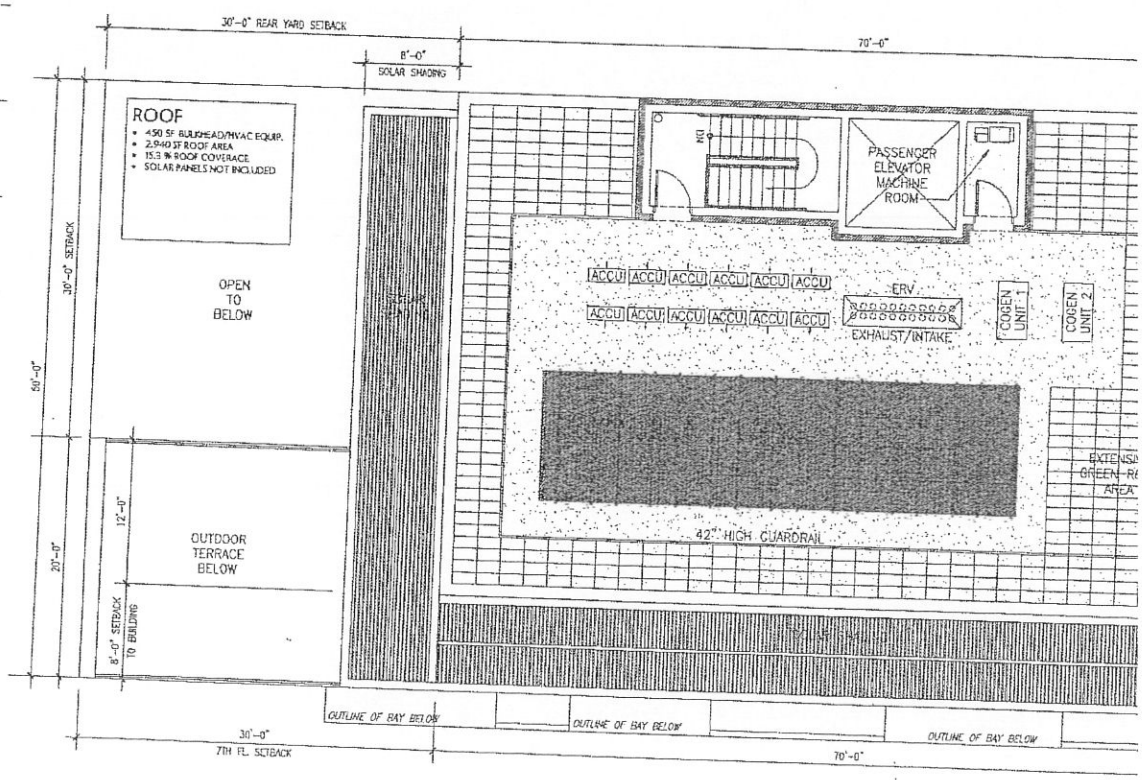
6TH FLOOR- 3BR - 3 BA
1560 SF INTERIOR
115 SF TERRACE/BALCONY
1,675 SF TOTAL

7TH FLOO
1125 SF IN
405 SF TE
1,530 SF T

DUPLEX TOTAL - 4 BR - 4.5 BA
2685 SF INTERIOR TOTAL
520 SF TERRACE/BALCONY TOTAL
3205 SF TOTAL

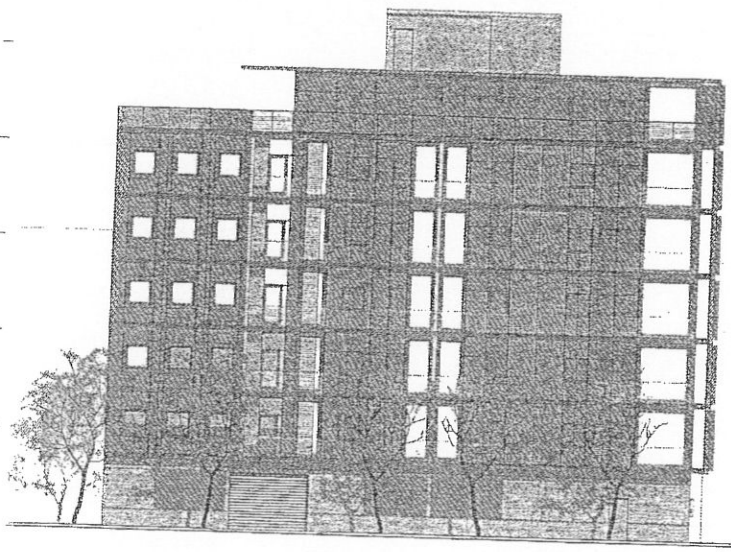
ADAMS STREET

P3 / 2B Proposed 7th Floor Plan
Scale: 1/4" = 1'-0

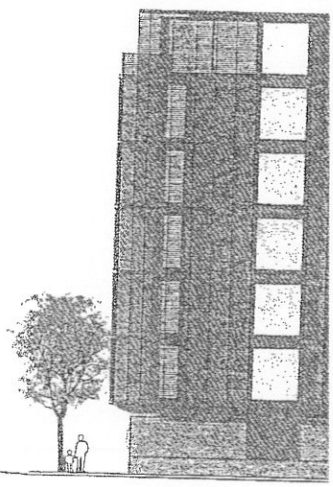


ADAMS STREET

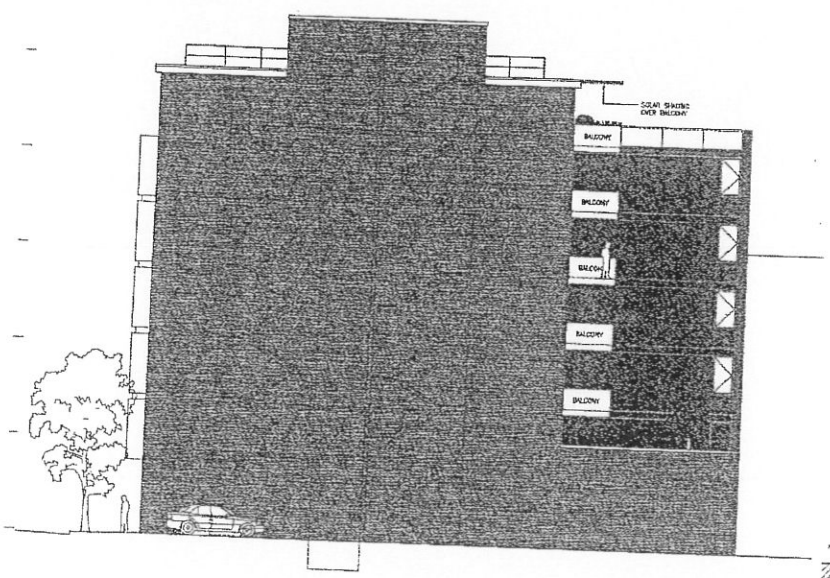
PE 35 Proposed Roof Plan
Scale: 1/4" = 1'-0"



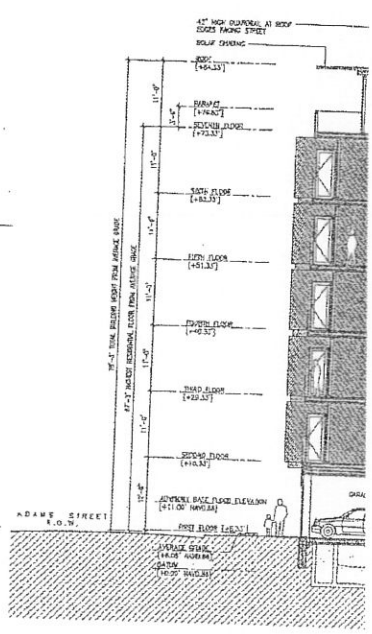
E2 / 2.0 Adams Street Elevation
Scale: 1/8" = 1'-0"



E1 / 2.0 Eleventh Street Elevation
Scale: 1/8" = 1'-0"



West Parking Area Elevation
Scale: 1/8" = 1'-0"



Building Section
Scale: 1/8" = 1'-0"

EXHIBIT D

Narrative Project Description

Narrative Description of Project

Owner shall develop the Project Premises into a seven (7) story, ten (10) unit residential building including eleven (11) parking spaces. The residential building will be a state of the art, environmentally friendly structure. Passive and active solar elements shall be incorporated (see Revised Site Plans for more detail). Most notably, the owner shall incorporate natural gas cogeneration for power and heating, and obtain LEED Goldand Passive House Certification[1].

In the event of power loss due to weather events or for any other reason, the building will, because of the cutting edge designs, maintain power to service the building.

Components of Project

A. Ten (10) Market Rate Residential Units
B. Setbacks:
   Front: 0, Side 1: 0, Side 2: 0, Rear Yard: 0
C. Building Height: (feet) 79, Building Height: (stories) 7
D. Lot Coverage: 4.70
E. Commercial / Office Area (sq. ft.): 0
F. Commercial / Retail Area (sq. ft.): 0
G. Accessory Parking (# spaces): 11
H. Public Parking (# spaces): 0
I. Schedule for Construction /Completion: 18 months from Issuance of Building Permits

LÓRIEN LOFTS

461 11th Street, Hoboken, NJ

The Lórien Lofts is an innovative 21st century residential project that establishes a new level of commitment to luxury living, the sustainable environment, resilient infrastructure and community contribution.

Our team has deep roots in New Jersey and the City of Hoboken. In October 2012, the impact of Hurricane Sandy left us facing the challenge to be better prepared for future events. It set us all, at Lórien Lofts, on a course to establish a new benchmark for next generation's Hoboken.

We assembled a design team able develop a vision that integrates innovative concepts at the project's core. Inspired by the writings of J.R.R. Tolkien; Lórien is the "maker of visions and of dreams".

Innovation is integrated on a series of levels including progressive architectural design, next-generation energy initiatives, innovative computer numerically controlled (CNC), pre-fabrication techniques, state of the art engineering and, the full incorporation of urban resiliency systems contributing to the City of Hoboken's fortification and storm infrastructure.

As a benchmark of quality, the design of the Lórien Lofts is in the process of achieving two levels of certification:

A. LEED Gold: awarded for Pre-Construction Planning and Material Procurement.
B. Passive House Certification: awarded for post-occupancy building performance.

The Lórien Lofts will be the first mid-rise residential building in the State of New Jersey to achieve both levels of certification: LEED Gold and Passive House.

A. PRE-CONSTRUCTION PLANNING AND MATERIAL PROCUREMENT (LEED CERTIFICATION)

- GOAL OF LEED BD+C Gold CERTIFICATION

LEED, or Leadership in Energy & Environmental Design, a green building tool that addresses Lórien Lofts entire building lifecycle recognizing best-in-class building strategies. Lórien Lofts has energy initiatives incorporating several LEED BD+C (Building Design and Construction) credit categories, for example;

1) Water efficiency credits through grey water recycling system and rainwater retention system. Water efficiency credits promote smarter use of water, inside and out, to reduce potable water consumption.

2) Energy and atmosphere credits through the co-generation and passive-house systems will promote better building energy performance through innovative strategies.

- GOAL TO BUILD MAJOR COMPONENTS OFF SITE

Our aim at Lórien Lofts is to avail ourselves of resources and expertise at our disposal to incorporate state of the art technology for the off-site construction of major components of our mid-rise building. There are several important benefits to off-site construction:

1) Significant reduction of the impact of the construction process on the neighborhood and the city traffic.

2) Off-site construction, unlike onsite construction, occurs in a controlled environment, under such conditions, our team will be equipped to incorporate a higher level of control on systems integrated into the building.

B. POST-OCCUPANCY BUILDING PERFORMANCE ("PASSIV HAUS" CERTIFICATION)

The term "PASSIV HAUS" refers to a rigorous, voluntary, standard for energy efficiency in a building, reducing its ecological footprint. It results in ultra-low energy buildings that require little energy for space heating or cooling. The Passive House concept represents today's highest energy standard. It is the most stringent building energy standard in the world.

- GOAL OF CERTIFICATION FROM PASSIVE HOUSE INSTITUTE

1) It has been abundantly clear for some time that the Building Sector is a primary contributor of climate-changing pollutant. Data from the U.S. Energy Information Administration shows that buildings were responsible for 47.6% of energy consumption annually and accounted for 44.6% of CO_2 emissions in 2010. [Architecture2030]. Buildings that meet the Passive House standard, virtually air tight, primarily heated by passive solar gain and by internal gains from people, use 85% less energy than conventional equivalent buildings.

2) Passive House homes offer unparalleled air quality and comfort. An energy recovery ventilator provides a constant supply of fresh, filtered and balanced air.

3) Passive House is both a building energy performance standard and a set of design and construction principles used to achieve that standard. Only a few mid-rise buildings have met the standard in the United States, Lórien Lofts would be the first mid-rise in the State of New Jersey to achieve this lofty and notable distinction.

- COGENERATION UNITS

Cogeneration, combined heat & power system, delivers two forms of energy, electricity and hot water from our natural gas fuel source. By utilizing the free "waste" heat available from the cogen system, in addition to the electricity produced, we will achieve overall operating efficiencies much higher than a "conventional" system ever could.

Our goal at Lórien Lofts is to develop, by introducing an absorption [illegible]

1) The building will be "off the electric grid" and impervious to powers outages due to inclement weather or other.

2) The unit is a major component of a strong "green" initiative as the cogeneration system is designed to capture heat loss produced during the process and allocate it back to the domestic hot water system and/or the hydronic radiant heat system.

3) A co-generation system produces electricity and heat on-site thereby significantly reducing the energy losses associated with transportation of energy from remote off-site locations.

4) Most notably, the cogeneration system in conjunction with the hybrid solar panel will enable Lórien Lofts to provide, in case of power shortages, electricity back to a smart grid in the City of Hoboken.

- USE OF RADIANT HEATING SYSTEMS AND ERV

Radiant heat is more efficient than baseboard heating and usually more efficient than forced-air heating because it eliminates duct losses. People with allergies often prefer radiant heat because it doesn't distribute allergens like forced air systems can. A hydronic system such as contemplated by team Lórien Lofts uses electricity, a benefit for our building, which will be off the power grid and generate its own electricity.

Energy recovery ventilation (ERV) is the next generation in energy recovery process, which is an effective means of reducing the cost of heating and cooling while improving indoor air quality and reducing total HVAC equipment capacity. During the warmer seasons, the system pre-cools and dehumidifies while humidifying and pre-heating in the cooler seasons.

The combined use to the radiant system along with the EVR technology will significantly reduce the energy footprint and consumption of the homes at Lórien Lofts.

- SMART HOMES

Home automation will complement the innovative systems in place at Lórien Lofts. With the help of a central control panel or simply from a PDA (personal digital assistant) homeowners will have the ability to remotely control several components of the home such as lighting, heating/cooling, music etc so as to maximize enjoyment, convenience, comfort and efficiency.

EXHIBIT E

Goals and Commitments by Redeveloper

Date: July 25, 2014

COMMITMENTS OF LORIEN LOFTS TO CONSTRUCTION PROJECT

1. Incorporate all requirements in construction of project to obtain Passive House Certification from Passive House Institute of Germany;

2. Incorporate all requirements in construction of project to obtain L.E.E.D. Gold Certification;

3. Install combined heat and power system (commonly referred to as co-generation);

4. Use a white roof a/k/a "cool roof" coating on roof to reduce energy consumption;

5. Install solar panels on roof;

6. Incorporate grey water recycling system and on site rainwater storage;

7. Install interior electric vehicle chargers;

8. Install bike rack.

ADDITIONAL GOALS THAT ARE NOT COMMITMENTS

1. Apply for L.E.E.D Platinum Certification;

2. Apply for Energy Star Building Certification

EXHIBIT F

Project Schedule

Lorien Lofts Project Schedule

Event	Completion Date
Filing of Pre-Application to Director of Community Affairs for Consistency Determination	One (1) Month from City City Council Approval
Filing of Application for Municipal Site Plan Approval	Two (2) months after final Consistency Determination
Filing of Application for Building Permits	Two (2) months after obtaining all Government Approvals
Obtain Response Action Outcome (if applicable)	Three (3) months after obtaining all Government Approvals
Demolition and Commencement of Construction	Three (3) months after obtaining all Government Approvals
Completion of Construction	Eighteen (18) months after Issuance of Building Permits
Obtain Approval from the Department of Community Affairs	Nineteen (19) months after

Passive House Certification	Twenty Four (24) months after Issuance of Building Permits
Filing for Certificate of Completion	Twenty Six (26) months after Issuance of Building Permits

EXHIBIT G

LEED Gold Components/Checklist

LEED 2009 for New Construction and Major Renovations

Project Checklist

21 | 4 | 1 Sustainable Sites — Possible Points: 26

Y	?	N			
Y			Prereq 1	Construction Activity Pollution Prevention	
1			Credit 1	Site Selection	1
5			Credit 2	Development Density and Community-Connectivity	5
		1	Credit 3	Brownfield Redevelopment	1
6			Credit 4.1	Alternative Transportation—Public Transportation Access	6
1			Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1
3			Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
2			Credit 4.4	Alternative Transportation—Parking Capacity	2
	1		Credit 5.1	Site Development—Protect or Restore Habitat	1
	1		Credit 5.2	Site Development—Maximize Open Space	1
1			Credit 6.1	Stormwater Design—Quantity Control	1
	1		Credit 6.2	Stormwater Design—Quality Control	1
1			Credit 7.1	Heat Island Effect—Non-roof	1
1			Credit 7.2	Heat Island Effect—Roof	1
	1		Credit 8	Light Pollution Reduction	1

8 | 2 | Water Efficiency — Possible Points: 10

Y			Prereq 1	Water Use Reduction—20% Reduction	
4			Credit 1	Water Efficient Landscaping	2 to 4
2			Credit 2	Innovative Wastewater Technologies	2
2	2		Credit 3	Water Use Reduction	2 to 4

16 | 19 | Energy and Atmosphere — Possible Points: 35

Y			Prereq 1	Fundamental Commissioning of Building Energy Systems	
Y			Prereq 2	Minimum Energy Performance	
Y			Prereq 3	Fundamental Refrigerant Management	
10	9		Credit 1	Optimize Energy Performance	1 to 19
3	4		Credit 2	On-Site Renewable Energy	1 to 7
	2		Credit 3	Enhanced Commissioning	2
	2		Credit 4	Enhanced Refrigerant Management	2
1	2		Credit 5	Measurement and Verification	3
2			Credit 6	Green Power	2

4 | 10 | Materials and Resources — Possible Points: 14

Y			Prereq 1	Storage and Collection of Recyclables	
	3		Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3
	1		Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
2			Credit 2	Construction Waste Management	1 to 2
	2		Credit 3	Materials Reuse	1 to 2

Materials and Resources, Cont

Y	?	N			
2			Credit 4	Recycled Content	
	2		Credit 5	Regional Materials	
	1		Credit 6	Rapidly Renewable Materials	
	1		Credit 7	Certified Wood	

7 | 8 | Indoor Environmental Quality

Y			Prereq 1	Minimum Indoor Air Quality P
Y			Prereq 2	Environmental Tobacco Smok
	1		Credit 1	Outdoor Air Delivery Monitori
	1		Credit 2	Increased Ventilation
1			Credit 3.1	Construction IAQ Managemen
	1		Credit 3.2	Construction IAQ Managemen
1			Credit 4.1	Low-Emitting Materials—Adhe
1			Credit 4.2	Low-Emitting Materials—Paint
	1		Credit 4.3	Low-Emitting Materials—Floor
	1		Credit 4.4	Low-Emitting Materials—Comp
	1		Credit 5	Indoor Chemical and Pollutant
1			Credit 6.1	Controllability of Systems—Lig
1			Credit 6.2	Controllability of Systems—Th
1			Credit 7.1	Thermal Comfort—Design
	1		Credit 7.2	Thermal Comfort—Verification
	1		Credit 8.1	Daylight and Views—Daylight
1			Credit 8.2	Daylight and Views—Views

6 | Innovation and Design Process

1			Credit 1.1	Exemplary Performance - Heat
1			Credit 1.2	Exemplary Performance - Alter
1			Credit 1.3	Innovation in Design: Green Cl
1			Credit 1.4	Innovation in Design: Solid Was
1			Credit 1.5	Exemplary Performance - Gree
1			Credit 2	LEED Accredited Professional

3 | 1 | Regional Priority Credits

1			Credit 1.1	Regional Priority: On-site Rene
1			Credit 1.2	Regional Priority: Stormwater D
1			Credit 1.3	Regional Priority: Innovative W
	1		Credit 1.4	Regional Priority: To be determ

65 | 44 | 1 Total

Certified 40 to 49 points Silver 50 to 59 point

EXHIBIT H

Certification Criteria for Residential Passive House Buildings

Passive House Institute

Passive House Institute
Dr. Wolfgang Feist
Rheinstraße 44/46
64283 Darmstadt
Germany
www.passivehouse.com

Certified Passive House

Certification criteria for residential Passive House buildings

Passive Houses are buildings in which comfortable indoor conditions can be achieved throughout the year with minimum energy expenditure. Passive Houses must meet very stringent requirements regarding both their design and construction. Passive Houses are certified based on a thorough quality check of their design. The certification criteria that apply for residential buildings are described below (criteria for non-residential buildings can be found at www.passivehouse.com).

1. Certification criteria

Heating

Specific space heating demand		$\leq$ 15 kWh/(m²a)
or alternatively:	heating load	$\leq$ 10 W/m²

Cooling[1] (including dehumidification[2])

Total cooling demand		$\leq$ 15 kWh/(m²a) + 0.3 W/(m²aK) · DDH
or alternatively:	cooling load	$\leq$ 10 W/m²
AND	cooling demand	$\leq$ 4 kWh/(m²aK) · ϑ_e + 2 · 0.3 W/(m²aK) · DDH – 75 kWh/(m²a) but not greater than: 45 kWh(m²a) + 0.3 W/(m²aK) · DDH

The entire building envelope, e.g. a row of terraced houses or an apartment block, must be taken into account for calculation of the specific values. An overall calculation or average values based on the TFA of several partial areas can be used to verify this. The combination of thermally separated buildings is not permissible.

Apart from this, individual terraced houses or semi-detached houses as well as partial renovations or extensions may be certified separately if the part under consideration has at least one exterior wall, one roof surface and a floor slab or basement ceiling.

The criteria must be verified using the latest version of the Passive House Planning Package. However, transfer of data to a newer PHPP version published when the project is already under way is not necessary. The monthly method is used for the specific heating demand. The reference value is the treated floor area (TFA) which is calculated as described in the latest version of the PHPP User Guide.

Besides being highly energy efficient, Passive Houses also offer an optimum standard of thermal comfort, a high level of user satisfaction and damage-free buildings. If there is any uncertainty regarding one of these aspects, this must be clarified before a certificate can be issued. The following are generally required for this: openable windows in all living areas, a low overheating frequency (≤ 10 % of the hours in a given year over 25 °C) as well as user-adjustable ventilation volume flow rates and indoor temperatures.

For certification, the valid Certification Criteria (available at www.passivehouse.com) apply and take precedence over the calculation methodology described in the PHPP User Guide and the PHPP application software, which shall apply subordinately.

2. Documents necessary for Passive House certification

2.1 Signed PHPP with at least the following calculations:
(Please also attach the Excel file)

	PHPP Worksheet
☐ Property data, summary of results	Verification
☐ Selection of the climatic region or specification of individual climate data,	Climate
☐ Calculation of U-values of regular building elements	U-values
☐ Summary of areas with allocation of radiation balance data, thermal bridges	Areas
☐ Calculation of reduction factors against ground, if used	Ground
☐ Building component database	Components
☐ Determination of the U_W-values	Windows
☐ Determination of shading coefficients	Shading
☐ Air quantities, heat recovery efficiency, input of pressurisation test results	Ventilation
☐ Dimensioning and planning of ventilation systems with several ventilation units (if used)	Additional vent
☐ Calculation of the heating demand using monthly method based on EN 13790	Heating
☐ Calculation of the heating load of the building	Heating Load
☐ Determination of summer ventilation	SummVent
☐ Assessment of summer climate	Summer
☐ Specific value of useful cooling (if active cooling is used)	Cooling
☐ Latent cooling energy (if active cooling is used)	Cooling Units
☐ Heating distribution losses; DHW demand and distribution losses	DHW+Distribution
☐ Solar DHW provision (if solar heating system is present)	SolarDHW
☐ Calculation of shared and domestic electricity demand	Electricity
☐ Calculation of the auxiliary electricity demand	Aux Electricity
☐ Calculation of internal heat gains of residential buildings	IHG
☐ Calculation of the primary energy value	PE Value
☐ Annual utilisation factor for heat generators	Compact, HP, HP Ground, Boiler or District Heating

2.2 Planning documents for design, construction and building services

- ☐ Site plan including the building's orientation, neighbouring structures (position and height), prominent trees or similar vegetation and possible horizontal shading from ground level elevations along with photographs of the plot and surroundings. The shading situation must be made clear.
- ☐ Design plans (floor plans, sections, elevations) with comprehensible dimensioning for all area calculations (room dimensions, envelope areas, unfinished window opening sizes).
- ☐ Location plans of envelope areas and windows as well as thermal bridges if present, for clear allocation of the areas or thermal bridges calculated in the PHPP

- ☐ Building services plans for electrical fittings (if used): representation and dimensioning of lighting and elevators (if present)

2.3 Supporting documents and technical information, with product data sheets if applicable

- ☐ Manufacturer, type and technical data sheets, especially of insulation materials with very low conductivity (λ_R < 0.032 W/(mK)).
- ☐ Comprehensible specification of the treated floor area calculation.
- ☐ Information about the window and door frames to be installed: manufacturer, type, U_w value, $\Psi_{install}$, $\Psi_{Glazing\ Edge}$ and graphical representations of all planned installations in the exterior wall. The calculation values should be mathematically computed in accordance with EN 10077-2. These verifications are available for products that have been certified[3] by the Passive House Institute.
- ☐ Information about the glazing to be fitted: manufacturer, type, build-up, U_g value according to EN 673 (to two decimal places) g-value according to EN 410, type of edge spacer.
- ☐ Evidence regarding the thermal bridge loss coefficients used in the PHPP based on EN ISO 10211. Alternatively, reference can be made to comparable documented thermal bridges (e.g. in certified Passive House construction systems, PHI publications, Passive House thermal bridge catalogues).
- ☐ Short description of the planned building services supply systems with schematic drawings if applicable.
- ☐ Manufacturer, type, technical data sheets and verification of the electricity demand of all building services components: ventilation system, heat generator for heating and hot water, cooling of the building (if used), heat storage, insulation of ductwork and pipes, heating coils, freeze protection, pumps, elevator, lighting, pressure increase, siphon pump, security technology etc.
- ☐ Information about the sub-soil heat exchanger (if present): length, depth and type of installation, soil quality, size and tube material and verification of the heat recovery efficiency (e.g. with PHLuft[4]). For sub-soil brine heat exchangers: regulation, temperature limits for winter/summer and verification of the heat recovery efficiency
- ☐ Information about the length, dimensioning and insulation level of the supply pipelines (hot water and heating) as well as the ventilation ducts between the heat exchanger and thermal building envelope
- ☐ Concept for efficient use of electricity (e.g. specific devices, instructions and incentives for the building owner). If efficient electricity utilisation is not verified, average values for devices available on the market will be used (standard PHPP values).
- ☐ Demonstration of summer comfort: The PHPP procedure for determining overheating in summer only indicates the average value for the whole building; nevertheless, individual parts may become overheated. If this is suspected, a detailed analysis should be carried out (e.g. by means of a transient simulation)

2.4 Verification of the airtight building envelope

The airtightness measurement is carried out in accordance with EN 13829 or ISO 9972. In case of differences or uncertainty, the EN 13829 standard is to be used. A series of measurements is required for positive pressure and negative pressure, in deviation from the standard. The pressure test should only be carried out for the heated building volume (basement, porches, conservatories etc. that are not integrated into the thermal envelope of the building should not be included in the pressure test). It is ...

2.5 HRV commissioning report

The results must at least include the following: description of the property, location/address of the building, name and address of the tester, time of adjustment, ventilation system manufacturer and type of device, adjusted volume flow rates per valve for normal operation, mass flow/volumetric flow balance for outdoor air and exhaust air (maximum disbalance of 10%). Recommended: "Final Protocol Worksheet for Ventilation Systems", source PHPP CD or www.passivehouse.com.

2.6 Construction manager's declaration

Execution according to the reviewed PHPP project planning must be documented and confirmed with the construction manager's declaration. Any variation in construction should be mentioned; if any of the products used deviate from those included in the project planning, evidence of compliance with criteria must be provided.

2.7 Photographs

Photographs documenting construction progress should be provided; digital images are preferable.

It may be necessary to provide additional test reports or data sheets for the components used. If values that are more favourable than those in the standard PHPP procedure are to be used, these should be supported by evidence.

3. Testing procedure

An informal application for the certificate can be made with the chosen Passive House Institute accredited Building Certifier. The required documents must be filled in completely and submitted to the certifier. The certification documents must be checked at least once. Depending on the procedure, further checks may also be arranged.

Note: If possible, checking of the Passive House Standard relevant documents should be carried out during the planning stage, so that any necessary corrections or suggestions for improvement can be taken into account at an early stage. In the absence of experience with Passive House construction, at least one consultation prior to planning is advised. Consultation throughout the entire project may also be advisable.

After assessment, the client will receive results with corrected calculations and suggestions for improvement, if applicable. Inspection of construction work is not autometically covered by the certification. However, evidence of the building's airtightness, the HRV commissioning report, the construction manager's declaration and at least one photograph must be provided. If the accuracy of the documentation necessary for certification is confirmed and the aforementioned criteria are fulfilled, the following certificate will be issued:

with the responsible planners and all liability for the implementation lies with the construction management. The Certified Passive House seal may only be used in connection with the associated certificate as issued.

Additional quality assurance of the construction work by the certifying body is particularly useful if the construction management has no previous experience with Passive House construction.

We reserve the right to adapt criteria and calculation procedures to reflect technical advances and developments.

4. Calculation method, conditions, standard references

The following boundary conditions or calculation rules should be used in the PHPP

- ☐ Climate data: regional data set (suitable for location, for deviating altitudes with temperature correction of -0.6 °C per 100 m increase in altitude).
- ☐ Individual climate data: applicability is to be agreed previously with the relevant certifier. If climate data are already available in the PHPP, these should be used.
- ☐ Design indoor temperature: 20 °C without night set-back.
- ☐ Criteria for thermal comfort in accordance with ISO 7730
- ☐ Internal heat gains: 2.1 W/m², unless other national values have been specified by the PHI.
- ☐ Occupancy rates: 35 m²/person, deviating values are permitted if the reason is given (actual occupancy or design parameters) within the 20-50 m²/person range.
- ☐ Domestic hot water demand: 25 litres per person per day at 60 °C, provided that no other national values have been set by the PHI.
- ☐ Average ventilation volumetric flow: 20-30 m³/h per person in the household, but at least a 0.30-fold air change with reference to the treated floor area multiplied by 2.5 m room height. The mass flows that are used must correspond with the actual adjusted values.
- ☐ Electricity demand: standard values according to the PHPP, deviating values only if individually verified by the client or domestic electricity concept.
- ☐ Thermal envelope surface: exterior dimension reference without exception.
- ☐ U-value of opaque building components: PHPP procedure on the basis of EN 6946 with conductivity values according to national standards or building authority regulations.
- ☐ U-values of windows and doors: PHPP procedure with computed values for the frame U-value (U_f) and glass edge thermal bridge (Ψ_g) in accordance with EN 10077, or the installation thermal bridge ($\Psi_{install}$) in accordance with EN ISO 10211.
- ☐ Glazing: computed U-value (U_g; to two decimal places) in accordance with EN 673 and g-value in accordance with EN 410.
- ☐ Heat recovery efficiency: testing method in accordance with the PHI (see www.passivehouse.com); if applicable, auxiliary test result according to the DIBt method (or equivalent) with a deduction of 12 % after consultation with the certifier.
- ☐ Energy performance indicator of the heat generator: PHPP method

EXHIBIT I

Insurance – Minimum Policy Limits/Requirements

Insurance Coverage	Limits
1. Workers Compensation	Statutory
2. Employer's Liability	Statutory or $1,000,000 by accident, $1,000,000 by disease, each employee, $1,000,000 by disease, all employees, whichever is greater
3. Commercial General	$3,000,000 Combined Single Limit per liability, including premises, operations, product liability, completed operations, independent contractors, Explosion Collapse and Underground (XCU), Broad Form Property damage, Contractual Liability and Personal Injury coverage. Where environmental exposures exist for the Contractors or Subcontractors or consultants of the Redeveloper, then the requirements in 8 or 9 below, as applicable, shall apply.
4. Comprehensive Automobile	$1,000,000 Combined Single Limit per liability, including owned, hired and non-owned vehicles. Where environmental exposures exist for the Contractors or Subcontractors or consultants of the Redeveloper then they must evidence MCS 90 ENDORSEMENT AND IS0 CA 99 48 BROADENED POLLUTION COVERAGE ENDORSEMENT WITH A $3,000,000 LIMIT
5. Excess Liability	$10,000,000 Combined Single Limit per liability. The Umbrella must maintain coverage at least as broad as the primary policies.

2

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.:___

RESOLUTION OF THE CITY OF HOBOKEN REFERRING AN AMENDMENT TO THE NORTHWEST REDEVELOPMENT PLAN TO THE PLANNING BOARD OF THE CITY OF HOBOKEN FOR REVIEW AND REPORT PURSUANT TO N.J.S.A. 40A:12A-7

WHEREAS, by Ordinance adopted May 20, 1998, the City Council of the City of Hoboken ("City Council") adopted a Redevelopment Plan known as the Northwest Redevelopment Plan for the redevelopment of an area in the City of Hoboken known as the Northwest Industrial Area ("Northwest Redevelopment Plan"), which was determined to be an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law ("Redevelopment Law"), N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the real property located at Block 100, Lot 10 on the tax map of the City of Hoboken, otherwise known as 1024 Adams Street, is situated within the Northwest Industrial Area; and

WHEREAS, the City Council has prepared certain amendments to the Northwest Redevelopment Plan, which amendments are in furtherance of the redevelopment of the Northwest Industrial Area, and which are set forth in a proposed Ordinance entitled "An Ordinance Amending the Northwest Redevelopment Plan and Appendix A of Chapter 196 of the Code of the City of Hoboken"; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, prior to the amendment of a Redevelopment Plan, proposed amendments must be referred to the Planning Board for review and recommendations.

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

1. A copy of the proposed ordinance entitled "An Ordinance Amending the Northwest Redevelopment Plan and Appendix A of Chapter 196 of the Code of the City of Hoboken" be transmitted to the Planning Board of the City of Hoboken for its review and recommendations pursuant to N.J.S.A. 40A:12A-7.

2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.

3. This Resolution shall be effective immediately.

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa Longo
Corporation Counsel

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

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

SEP 0 3 2014

James J. Farina

CITY CLERK

3

Introduced by: _____
Seconded by: _____

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 2014

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

WHEREAS, the City of Hoboken is desirous of conducting an online reverse auction for energy generation services in September 2014; 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 2014; and

BE IT FURTHER RESOLVED that the Mayor or her designee is hereby authorized to execute any 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 3, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

PSE&G ELECTRIC SERVICE TERRITORY
Last Updated: 8/06/14

***CUSTOMER CLASS** - R – RESIDENTIAL C – COMMERCIAL I –INDUSTRIAL

Supplier	Telephone & Web Site	*Customer Class
Abest Power & Gas of NJ, LLC 202 Smith Street Perth Amboy, NJ 08861	(888)987-6937 www.AbestPower.com	**R/C/I** **ACTIVE**
AEP Energy, Inc. 309 Fellowship Road, Fl. 2 Mount Laurel, NJ 08054	(866) 258-3782 www.aepenergy.com	**R/C/I** **ACTIVE**
Alpha Gas and Electric, LLC 641 5th Street Lakewood, NJ 08701	(855) 553-6374 www.alphagasandelectric.com	**R/C** **ACTIVE**
Ambit Northeast, LLC d/b/a Ambit Energy 103 Carnegie Center Suite 300 Princeton, NJ 08540	877-282-6284 www.ambitenergy.com	**R/C** **ACTIVE**
American Powernet Management, LP 437 North Grove St. Berlin, NJ 08009	(877) 977-2636 www.americanpowernet.com	**C/I** **ACTIVE**
Amerigreen Energy, Inc. 333Sylvan Avenue Englewood Cliffs, NJ 07632	888-559-4567 www.amerigreen.com	**R/C** **ACTIVE**
AP Gas & Electric, (NJ) LLC 10 North Park Place, Suite 420 Morristown, NJ 07960	(855) 544-4895 www.apgellc.com	**R/C/I** **ACTIVE**
Astral Energy LLC 16 Tyson Place Bergenfield, NJ 07621	(888)850-1872 www.AstralEnergyLLC.com	**R/C/I** **ACTIVE**
Barclays Capital Services, Inc. 70 Hudson Street Jersey City, NJ 07302-4585	(800) 526-7000 www.barclays.com	**C** **ACTIVE**
BBPC, LLC d/b/a Great Eastern Energy 116 Village Blvd. Suite 200	(888) 651-4121	**C**

Princeton, NJ 08540	www.greateasternenergy.com	**ACTIVE**
Berkshire Energy Partners, LLC 9 Berkshire Road Landenberg, PA 19350 Attn: Dana A. LeSage, P.E.	(610) 255-5070 www.berkshireenergypartners.com	**C/I** **ACTIVE**
Blue Pilot Energy, LLC 197 State Rte. 18 South Ste. 3000 East Brunswick, NJ 08816	(800) 451-6356 www.bluepilotenergy.com	**R/C** **ACTIVE**
Brick Standard, LLC 235 Hudson Street Suite 1 Hoboken, NJ 07030	(201)706-8101 www.standardalternative.com	**C/I** **ACTIVE**
CCES LLC dba Clean Currents Energy Services 566 Terhune Street Teaneck, NJ 07666	(877) 933-2453 www.cleancurrents.com	**R/C** **ACTIVE**
Champion Energy Services, LLC 1200 Route 22 Bridgewater, NJ 08807	(888) 653-0093 www.championenergyservices.com	**R/C/I** **ACTIVE**
Choice Energy, LLC 4257 US Highway 9, Suite 6C Freehold, NJ 07728	(888) 565-4490 www.4choiceenergy.com	**R/C** **ACTIVE**
Clearview Electric, Inc. 1744 Lexington Avenue Pennsauken, NJ 08110	(888) CLR-VIEW (800) 746- 4702 www.clearviewenergy.com	**R/C/I** **ACTIVE**
Commerce Energy, Inc. 7 Cedar Terrace Ramsey, NJ 07446	1-866-587-8674 www.commerceenergy.com	**R/C** **ACTIVE**
Community Energy Inc. 51 Sandbrook Headquarters Road Stockton, NJ 08559	(866)946-3123 www.communityenergyinc.com	**R/C/I** **ACTIVE**
ConEdison Solutions Cherry Tree Corporate Center 535 State Highway Suite 180 Cherry Hill, NJ 08002	(888) 665-0955 www.conedsolutions.com	**C/I** **ACTIVE**

ConocoPhillips Company 224 Strawbridge Drive Suite 107 Moorestown, NJ 08057	(800) 646-4427 www.conocophillips.com	**C/I** **ACTIVE**
Constellation NewEnergy, Inc. 900A Lake Street, Suite 2 Ramsey, NJ 07446	(888) 635-0827 www.constellation.com	**R/C/I** **ACTIVE**
Constellation Energy 900A Lake Street, Suite 2 Ramsey, NJ 07446	(877) 997-9995 www.constellation.com	**R** **ACTIVE**
Credit Suisse, (USA) Inc. 700 College Road East Princeton, NJ 08450	(212) 538-3124 www.creditsuisse.com	**C** **ACTIVE**
Direct Energy Business, LLC 120 Wood Avenue, Suite 611 Iselin, NJ 08830	(888) 925-9115 www.directenergybusiness.com	**R** **ACTIVE**
Direct Energy Services, LLC 120 Wood Avenue, Suite 611 Iselin, NJ 08830	(888) 925-9115 www.directenergy.com	**R** **ACTIVE**
Discount Energy Group, LLC 811 Church Road, Suite 149 Cherry Hill, New Jersey 08002	(800) 282-3331 www.discountenergygroup.com	**R/C** **ACTIVE**
Dominion Retail, Inc. **d/b/a Dominion Energy Solutions** 395 Route #70 West Suite 125 Lakewood, NJ 08701	(866) 275-4240 www.dom.com/products	**R/C** **ACTIVE**
DTE Energy Supply, Inc. One Gateway Center, Suite 2600 Newark, NJ 07102	(877) 332-2450 www.dtesupply.com	**C/I** **ACTIVE**
Energy.me Midwest LLC 90 Washington Blvd Bedminster, NJ 07921	(855) 243-7270 www.energy.me	**R/C/I** **ACTIVE**
Energy Plus Holdings LLC 309 Fellowship Road East Gate Center, Suite 200 Mt. Laurel, NJ 08054	(877) 866-9193 www.energypluscompany.com	**R/C** **ACTIVE**

Ethical Electric Benefit Co. d/b/a Ethical Electric 100 Overlook Center, 2nd Fl. Princeton, NJ 08540	(888) 444-9452 www.ethicalelectric.com	**R/C** **ACTIVE**
Energy Service Providers, Inc., d/b/a New Jersey Gas & Electric 1 Bridge Plaza fl. 2 Fort Lee, NJ 07024	(866) 568-0290 www.njgande.com	**R/C** **ACTIVE**
FirstEnergy Solutions 150 West State Street Trenton, NJ 08608	(866) 625-7318 www.fes.com	**R/C/I** **ACTIVE**
Gateway Energy Services Corp. 120 Wood Avenue Suite 611 Iselin, NJ 08830	(866)348-4193 www.directenergybusiness.com	**R/C** **ACTIVE**
GDF SUEZ Energy Resources NA, Inc. 333 Thornall Street Sixth Floor Edison, NJ 08837	(866) 999-8374 www.gdfsuezenergyresources.com	**C/I** **ACTIVE**
GDF Suez Retail Energy Solutions LLC d/b/a THINK ENERGY 333 Thornall St. Sixth Floor Edison, NJ 08819	1-866-252-0078 www.mythinkenergy.com	**R/C/I** **ACTIVE**
Glacial Energy of New Jersey, Inc. 21 Pine Street, Suite 237 Rockaway, NJ 07866	(888) 452-2425 www.glacialenergy.com	**C/I** **ACTIVE**
Global Energy Marketing LLC 129 Wentz Avenue Springfield, NJ 07081	(800) 542-0778 www.globalp.com	**R/C/I** **ACTIVE**
Green Mountain Energy Company 211 Carnegie Center Drive Princeton, NJ 08540	(866) 767-5818 www.greenmountain.com/commercial-home	**C/I** **ACTIVE**
Harborside Energy LLC 101 Hudson Street Suite 2100 Jersey City, NJ 07302	(877) 940-3835 www.harborsideenergynj.com	**R/C** **ACTIVE**

Hess Corporation 1 Hess Plaza Woodbridge, NJ 07095	(800) 437-7872 www.hess.com	**C/I** **ACTIVE**
Hess Energy Marketing, LLC 1 Hess Plaza Woodbridge, NJ 07095	(800) 437-7872 www.hessenergy.com	**C/I** **ACTIVE**
Hess Small Business Services, LLC One Hess Plaza Woodbridge, NJ 07095	(888)-464-4377 www.hessenergy.com	**C/I** **ACTIVE**
HIKO Energy, LLC 655 Suffern Road Teaneck, NJ 07666	(888) 264-4908 www.hikoenergy.com	**R/C/I** **ACTIVE**
Hudson Energy Services, LLC 7 Cedar Street Ramsey, New Jersey 07446	(877) Hudson 9 www.hudsonenergyservices.com	**C** **ACTIVE**
IDT Energy, Inc. 550 Broad Street Newark, NJ 07102	(877) 887-6866 www.idtenergy.com	**R/C** **ACTIVE**
Independence Energy Group, LLC 211 Carnegie Center Princeton, NJ 08540	(877) 235-6708 www.chooseindependence.com	**R/C** **ACTIVE**
Inspire Energy Holdings LLC 923 Haddonfield Road 3rd Fl. Building B2 Cherry Hill, NJ 08002	(866) 403-2620 www.inspireenergy.com	**R/C/I**
Integrys Energy Services, Inc. 33 Wood Ave, South, Suite 610 Iselin, NJ 08830	(800) 536-0151 www.integrysenergy.com	**C/I** **ACTIVE**
Jsynergy, LLC 445 Central Ave. Suite 204 Cedarhurst, NY 11516	(516) 331-2020 Jsynergyllc.com	**R/C/I** **ACTIVE**
Kuehne Chemical Company, Inc. 86 North Hackensack Avenue South Kearney, NJ 07032	(973) 589-0700 kuehnechemical@comcast.net	**I**

Liberty Power Delaware, LLC 1973 Highway 34, Suite 211 Wall, NJ 07719	(866) 769-3799 www.libertypowercorp.com	**C/I** **ACTIVE**
Liberty Power Holdings, LLC 1973 Highway 34, Suite 211 Wall, NJ 07719	(866) 769-3799 www.libertypowercorp.com	**R/C/I** **ACTIVE**
Linde Energy Services 575 Mountain Avenue Murray Hill, NJ 07974	(800) 247-2644 www.linde.com	**C/I** **ACTIVE**
Marathon Power LLC 302 Main Street Paterson, NJ 07505	(888) 779-7255 www.mecny.com	**R/C/I** **ACTIVE**
MP2 Energy NJ, LLC 111 River Street, Suite 1204 Hoboken, NJ 07030	(877) 238-5343 www.mp2energy.com	**R/C/I** **ACTIVE**
Natures Current, LLC 95 Fairmount Avenue Philadelphia, Pennsylvania 19123	(215) 464-6000 www.naturescurrent.com	**R/C/I** **ACTIVE**
MPower Energy NJ LLC One University Plaza, Suite 507 Hackensack, NJ 07601	(877) 286-7693 www.mpowerenergy.com	**R/C/I** **ACTIVE**
NATGASCO, Inc. (Supreme Energy, Inc.) 532 Freeman St. Orange, NJ 07050	(800) 840-4427 www.supremeenergyinc.com	**R/C** **ACTIVE**
New Jersey Gas & Electric 10 North Park Place Suite 420 Morristown, NJ 07960	(866) 568-0290 www.njgande.com	**R/C/** **ACTIVE**
NextEra Energy Services New Jersey, LLC 651 Jernee Mill Road Sayreville, NJ 08872	(877) 528-2890 Commercial (800) 882-1276 Residential www.nexteraenergyservices.com	**R/C/I** **ACTIVE**
Noble Americas Energy Solutions The Mac-Cali Building 581 Main Street, 8th Floor Woodbridge, NJ 07095	(877) 273-6772 www.noblesolutions.com	**C/I** **ACTIVE**

Nordic Energy Services, LLC 50 Tice Boulevard, Suite 340 Woodcliff Lake, NJ 07677	(877) 808-1027 www.nordiceenergy.us.com	**R/C/I** **ACTIVE**
North American Power and Gas, LLC 222 Ridgedale Avenue Cedar Knolls, NJ 07927	(888) 313-9086 www.napower.com	**R/C/I** **ACTIVE**
North Eastern States, Inc. d/b/a Entrust Energy 90 Washington Valley Road Bedminster, NJ 07921	(888) 535-6340 www.entrustenergy.com	**R/C/I** **ACTIVE**
Oasis Power, LLC d/b/a Oasis Energy 11152 Westheimer, Suite 901 Houston, TX 77042	(800)324-3046 www.oasisenergy.com	**R/C** **ACTIVE**
Palmco Power NJ, LLC One Greentree Centre 10,000 Lincoln Drive East, Suite 201 Marlton, NJ 08053	(877) 726-5862 www.PalmcoEnergy.com	**R/C/I** **ACTIVE**
Park Power, LLC 1200 South Church St. Suite 23 Mount Laurel, NJ 08054	(856) 778-0079 www.parkpower.com	**R/C/I** **ACTIVE**
Plymouth Rock Energy, LLC 338 Maitland Avenue Teaneck, NJ 07666	(855) 32-POWER (76937) www.plymouthenergy.com	**R/C/I** **ACTIVE**
Power Management Co., LLC b/b/a PMC Lightsavers Limited Liability Company 1600 Moseley Road Victor, NY 14564	(585) 249-1360 www.powermanagementco.com	**C/I** **ACTIVE**
PPL Energy Plus, LLC 811 Church Road Cherry Hill, NJ 08002	(800) 281-2000 www.pplenergyplus.com	**C/I** **ACTIVE**
PPL EnergyPlus Retail, LLC 788 Shrewsbury Avenue, Suite 220 Tinton Falls, NJ 07724	(732) 741-0505 – 2000 www.pplenergyplus.com	**C/I** **ACTIVE**
Progressive Energy Consulting, LLC	(917) 837-7400	**R/C/I**

PO Box 4582 Wayne, New Jersey 07474	Progressivenrg@optionline.net	**ACTIVE**
Prospect Resources, Inc. 208 W. State Street Trenton, NJ 08608-1002	(847) 673-1959 www.prospectresources.com	**C** **ACTIVE**
Public Power & Utility of New Jersey, LLC One International Blvd, Suite 400 Mahwah, NJ 07495	(888) 354-4415 www.ppandu.com	**R/C/I** **ACTIVE**
Reliant Energy 211 Carnegie Center Princeton, NJ 08540	(877) 297-3795 (877) 297-3780 www.reliant.com	**R/C/I** **ACTIVE**
ResCom Energy LLC 18C Wave Crest Ave. Winfield Park, NJ 07036	(888) 238-4041 http://rescomenergy.com	**R/C/I** **ACTIVE**
Residents Energy, LLC 550 Broad Street Newark, NJ 07102	(888) 828-7374 www.residentsenergy.com	**R/C**
Respond Power LLC 1001 East Lawn Drive Teaneck, NJ 07666	(877) 973-7763 www.majorenergy.com	**R/C/I** **ACTIVE**
Save on Energy, LLC 1101 Red Ventures Drive Fort Mill, SC 29707	1 (877)-658-3183 www.saveonenergy.com	**R/C**
S.J. Energy Partners, Inc. 208 White Horse Pike, Suite 4 Barrington, NJ 08007	(800) 695-0666 www.sjnaturalgas.com	**C** **ACTIVE**
SmartEnergy Holdings, LLC 100 Overlook Center 2nd Floor Princeton, NJ NJ 08540 United States of America	(800) 443-4440 www.smartenergy.com	**R/C/I** **ACTIVE**
South Jersey Energy Company 1 South Jersey Plaza, Route 54 Folsom, NJ 08037	(800) 266-6020 www.southjerseyenergy.com	**R/C/I** **ACTIVE**
Spark Energy Gas, LP/ Spark Energy 2105 City West Blvd. Suite 100	(713)600-2600	**R/C/I**

Houston, TX 77042	www.sparkenergy.com	**ACTIVE**
Sperian Energy Corp. 1200 Route 22 East, Suite 2000 Bridgewater, NJ 08807	(888) 682-8082 www.sperianenergy.com	**R/C/I** **ACTIVE**
Starion Energy PA Inc. 101 Warburton Avenue Hawthorne, NJ 07506	(800) 600-3040 www.starionenergy.com	**R/C/I** **ACTIVE**
Stream Energy New Jersey, LLC 309 Fellowship Rd., Suite 200 Mt. Laurel, NJ 08054	(877) 369-8150 www.streamenergy.net	**R/C** **ACTIVE**
Summit Energy Services, Inc. 10350 Ormsby Park Place Suite 400 Louisville, KY 40223	1 (800) 90-SUMMIT www.summitenergy.com	**C/I** **ACTIVE**
Texas Retail Energy LLC Park 80 West Plaza II, Suite 200 Saddle Brook, NJ 07663 Attn: Chris Hendrix	(866) 532-0761 Texasretailenergy.com	**C/I** **ACTIVE**
TransCanada Power Marketing Ltd. 190 Middlesex Essex Turnpike, Suite 200 Iselin, NJ 08830	(877) MEGAWAT www.transcanada.com/powermarketing	**C/I** **ACTIVE**
TriEagle Energy, LP 90 Washington Valley Rd Bedminster, NJ 07921	(877) 933-2453 www.trieagleenergy.com	**R/C/I** **ACTIVE**
UGI Energy Services, Inc. dba UGI Energy Link 224 Strawbridge Drive Suite 107 Moorestown, NJ 08057	(800) 427-8545 www.ugienergylink.com	**C/I** **ACTIVE**
Verde Energy USA, Inc. 2001 Route 46 Waterview Plaza Suite 301 Parsippany, NJ 07054	(800) 388-3862 www.lowcostpower.com	**R/C** **ACTIVE**

Viridian Energy 2001 Route 46, Waterview Plaza Suite 310 Parsippany, NJ 07054	(866) 663-2508 www.viridian.com	**R/C/I** **ACTIVE**
XOOM Energy New Jersey, LLC 744 Broad Street. 16th Floor Newark, NJ 07102	(888) 997-8979 www.xoomenergy.com	**R/C/I** **ACTIVE**
YEP Energy 89 Headquarters Plaza North #1463 Morristown, NJ 07960	(855) 363-7736 www.yepenergyNJ.com	**R/C/I** **ACTIVE**
Your Energy Holdings, LLC One International Boulevard Suite 400 Mahwah, NJ 07495-0400	(855) 732-2493 www.thisisyourenergy.com	**R/C/I** **ACTIVE**

Back to the main supplier page

REQUEST FOR BIDS

FOR

ELECTRIC SUPPLY SERVICE

FROM

NJBPU LICENSED THIRD PARTY ELECTRIC SUPPLIERS

City of Hoboken, Hudson County, NJ

ISSUED: SEPTEMBER 2, 2014

SUPPLIER PRE-QUALIFICATION PACKAGES DUE: SEPTEMBER 9, 2014

REVERSE AUCTION DATE: SEPTEMBER 11, 2014

PREPARED BY:

T & M ASSOCIATES

CONSULTING & MUNICIPAL ENGINEERS

ELEVEN TINDALL ROAD

MIDDLETOWN, NEW JERSEY 07748

PROJECT NO. HOBK00040

COPYRIGHT 2014 T&M ASSOCIATES – ALL RIGHTS RESERVED
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.

DRAFT

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 11, 2014**. Bids are being requested for three types of accounts, namely Fixed Price GLP Accounts, Fixed Price LPLS Accounts and Fixed BPL Accounts.

Contracts will be on a Full Requirements Service basis. For each type of account, separate bids are being solicited for a twelve (12) month contract and a twenty four (24) month contract. In all cases, the contract period will commence on the meter read date in **November 2014**. The contract(s) will end on the meter read date in **November 2015** if a twelve (12) month term is chosen, or in **November 2016**, if a twenty four (24) month term is chosen.

Documents regarding this solicitation can be secured from T&M Associates Channel Partner, Commercial Utility Consultants (CUC), at the following link: https://cuc.attivohub.com/Login.asp. 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://cuc.attivohub.com/Login.asp.

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 12:00 p.m. on **September 9, 2014**. If a Supplier submits an incomplete Pre-Qualification Package, deficiencies may be cured by 12:00 p.m. on **September 10, 2014**. Pre-Qualification Packages are to be submitted to the City's Energy Consultant, **T&M Associates to Tara Pasca, CEP, Project Manager, T&M Associates, 1256 North Church St, Moorestown, NJ 08057. 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

DRAFT

TABLE OF CONTENTS

I. INTRODUCTION 1
II. PURPOSE OF REQUEST FOR BIDS 2
III. SCOPE OF WORK 2
IV. LEGAL AUTHORITY 3
A. Electric Discount and Energy Competition Act 3
B. Local Public Contracts Law 3
V. SUBMISSION OF BIDS 4
VI. BIDDER QUALIFICATIONS 5
A. Pricing 5
B. Full Requirements Service 6
C. Administrative Fee 6
D. Bid Items Checklist 6
E. Transmittal Letter 6
F. Disclosure of Ownership 7
G. Non-Collusion Affidavit 7
H. New Jersey Business Registration Requirements; Collection of Use Taxes 7
I. Equal Employment Opportunity Questionnaire 8
J. Acknowledgement of Receipt of Addenda or Revisions 8
K. Iran Investment Disclosure Form 8
VII. SELECTION PROCESS 8
VIII. GENERAL REQUIREMENTS 8
IX. CLARIFICATION OR MODIFICATION OF REQUEST FOR BIDS 9
APPENDIX A Account List A-1
APPENDIX B Electric Supply Service Agreement B-1
APPENDIX C Pricing Form C-1
APPENDIX D Mandatory Pre-Qualification Package Forms D-1
Bid Items Checklist D-2
Transmittal Letter D-4
Disclosure of Ownsership D-7
Non-Collusion Affidavit D-9
Sample Business Registration Certificate D-11
Equal Employment Opportunity Questionnaire D-13
Acknowledgement of Receipt of Addenda or Revisions D-19

DRAFT

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, Fixed Price LPLS and Fixed Price BPL pricing 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://cuc.attivohub.com/Login.asp: account number, EDC, rate class, 12 months historical usage, service address and billing address. A Letter of Authorization is also available to Suppliers, if requested. All requests for LOA's should be directed to Tara Pasca of T&M Associates: tpasca@tandmassociates.com.

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	3,380,318
BPL	See Appendix A for a full list of accounts	2,200,297
LPLS	See Appendix A for a full list of accounts	685,800

The announcement of this bid package is being emailed to all 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 11, 2014** with the successful Bidder, in the form attached to this RFB as Appendix B. The Supplier will arrange for the delivery of Full Requirements Service to the City for the term awarded in accordance with the Pricing Form.

The City has chosen to use an internet based transaction platform referred to as an online reverse auction provided by T&M Associates Channel Partner, **Commercial Utility Consultants (CUC)**. 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 11, 2014** 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; and

C. Make available upon request from, or on behalf of the City, a detailed breakdown of indexed hourly energy charges, as applicable, including on-line internet access to the detailed bill calculations.

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.

At such time and place as designated for the receipt of the bids, such bids shall be immediately unsealed and the contents publicly announced. A proper record of the prices and terms of the bids shall be made. No bids shall be accepted after the deadline for receipt of bids.

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

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

V. SUBMISSION OF BIDS

Six (6) reverse auctions will take place on **September 11, 2014** 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 BPL	12 Month	10:00 a.m.	10:35 a.m.
PSE&G LPLS	12 Month	10:00 a.m.	10:40 a.m.
PSE&G GLP	24 Month	10:00 a.m.	10:45 a.m.
PSE&G BPL	24 Month	10:00 a.m.	10:50 a.m.
PSE&GLPLS	24 Month	10:00 a.m.	10:55 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 D 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 12:00 on **September 9, 2014**. Bidders will be notified by close of business (5:00 p.m. Eastern Time) on **September 9, 2014** if any materials are deficient in any manner. If Bidders are notified by the City's Energy Consultant, T&M Associates, that corrective actions are necessary, they will have until 12:00 on **September 10, 2014** to cure such deficiencies. Please be advised that only Bidders that have provided the mandatory paperwork by the deadlines above will be granted permission to take part in the reverse auction. Access codes for the reverse auction will be provided by CUC by close of business (5:00 p.m. Eastern Time) on **September 10, 2014**.

Schedule and bidding instructions for the reverse auction as well as pricing format are provided at https://cuc.attivohub.com/Login.asp. 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 4, 2014**. Both questions and answers will be posted and made available to all Bidders at https://cuc.attivohub.com/Login.asp buy 1:00 Eastern Time on **September 5, 2014**.

All bids must be received through the electronic auction provided at https://cuc.attivohub.com/Login.asp unless technical difficulty offers. In the event that a Bidder experiences technical difficulties regarding the electronic auction, please contact **Mr. Marc Reynolds of Commercial Utility Consultants at 800-296-2821 x123 or mreynolds@commercialutility.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 for [each group of accounts] that provides, in its judgment, the most benefit, and will award a contract to the lowest responsive and responsible Bidder for the selected pricing product and contract term.

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

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

Appendix C of this RFB contains the Pricing Form for the bid groups included in this RFB. Upon award of the Agreement, the City will fill in the Form with the winning Bidder's price and attach it to the Agreement for signature.

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 is includes, but is not limited to all applicable taxes, duties and fees, coordination costs, capacity, transmission, line losses, supplier margin, 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 form the City. This fee will be paid by the Supplier directly to **Commercial Utility Consultants** in accordance with the payment instructions document found at https://cuc.attivohub.com/Login.asp. An Administrative Fee Agreement will be forwarded to the winning Supplier for signature after the Agreement has been awarded.

D. **Bid Items Checklist**

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

E. **Transmittal Letter**

The Transmittal Letter to be completed is attached hereto as Appendix D 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 D 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 D 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 D

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 9, 2014**.
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 form 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 D 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 D 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 D 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 11, 2014**. In a rare case of equal or tie bids, the City reserves the right to award the Agreement(s), at its sole discretion, to anyone of the equal or tie bidders.

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 11, 2014** and bidders must hold their prices firm until at least that time. If the City determines, based upon the bids received on **September 11, 2014**, 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 D 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://cuc.attivohub.com/Login.asp 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 9, 2014**. All responses to this RFB shall be prepared with full consideration of any and all addenda issued before **September 9, 2014**.

DRAFT

APPENDIX A

ACCOUNT LIST

FIXED PRICE GLP ACCOUNTS

City of Hoboken	PE000007930940739629
City of Hoboken	PE000007967130125177
City of Hoboken	PE000007967132725177
City of Hoboken	PE000008209568825177
City of Hoboken	PE000008209571225177
City of Hoboken	PE000008451184925177
City of Hoboken	PE000008657387039643
City of Hoboken	PE000008694064025177
City of Hoboken	PE000008694066525177
City of Hoboken	PE000008937538025177
City of Hoboken	PE000009144893639656
City of Hoboken	PE000009179148323287
City of Hoboken	PE000009180470825177
City of Hoboken	PE000009264895525177
City of Hoboken	PE000009424220325177
City of Hoboken	PE000009631415825177
City of Hoboken	PE000009666185523287
City of Hoboken	PE000009667446039615
City of Hoboken	PE000009667452825177
City of Hoboken	PE000009667453625177
City of Hoboken	PE000009807431325177
City of Hoboken	PE000010152768739666
City of Hoboken	PE000010152769539666
City of Hoboken	PE000010397839125177
City of Hoboken	PE000010979135023158
City of Hoboken	PE000011129720625177
City of Hoboken	PE000011373334925177
City of Hoboken	PE000011457844625177
City of Hoboken	PE000011514542723158
City of Hoboken	PE000011617193525177
City of Hoboken	PE000011617202425177
City of Hoboken	PE000011700951425177
City of Hoboken	PE000011758987925177
City of Hoboken	PE000011820581421313
City of Hoboken	PE000011821838722468

City of Hoboken	PE000011822343722468
City of Hoboken	PE000011822511922468
City of Hoboken	PE000011822518422468
City of Hoboken	PE000011822553123158
City of Hoboken	PE000011822625721313
City of Hoboken	PE000011822627321313
City of Hoboken	PE000011822628121313
City of Hoboken	PE000011822629921313
City of Hoboken	PE000011822634923228
City of Hoboken	PE000011822635623228
City of Hoboken	PE000011822636423228
City of Hoboken	PE000011822637223228
City of Hoboken	PE000011822638023228
City of Hoboken	PE000011822639823228
City of Hoboken	PE000011822640623228
City of Hoboken	PE000011822641421313
City of Hoboken	PE000011822643023228
City of Hoboken	PE000011822644823228
City of Hoboken	PE000011822645523228
City of Hoboken	PE000011822646323228
City of Hoboken	PE000011822647121313
City of Hoboken	PE000011822649723228
City of Hoboken	PE000011822650523228
City of Hoboken	PE000011822651323228
City of Hoboken	PE000011822657023228
City of Hoboken	PE000011822661223228
City of Hoboken	PE000011822662023228
City of Hoboken	PE000011822670323228
City of Hoboken	PE000011822671123228
City of Hoboken	PE000011822672923228
City of Hoboken	PE000011822687721313
City of Hoboken	PE000011822692723228
City of Hoboken	PE000011822716422461
City of Hoboken	PE000011822717222461
City of Hoboken	PE000011822779221313

City of Hoboken	PE000011822780021313
City of Hoboken	PE000011948575350303
City of Hoboken	PE000011822783421313

City of Hoboken	PE000011822784221313
City of Hoboken	PE000011822785921313
City of Hoboken	PE000011822786721313

FIXED PRICE BPL ACCOUNTS

City of Hoboken	PE000011797339625177
City of Hoboken	PE000011820385023158
City of Hoboken	PE000011820386823158
City of Hoboken	PE000011911987323158
City of Hoboken	PE000011940225323158
City of Hoboken	PE000011912113523158

FIXED PRICE LPLS ACCOUNT

City of Hoboken	PE000010004933743276

DRAFT

APPENDIX B

ELECTRIC SUPPLY SERVICE AGREEMENT

DRAFT

ELECTRIC SUPPLY SERVICE AGREEMENT

between

The City of Hoboken, Hudson County, NJ

and

_____

Dated

September 11, 2014

DRAFT

This ELECTRIC SUPPLY SERVICE AGREEMENT (the "Agreement") is entered into this ____ day of _____ **2014**, 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 Invitation to Bid 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:

DRAFT

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, for each account, the first meter read date in **November 2014** 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 _____ ____, 2014, 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 2, 2014]** 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 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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

Tranche	Start	End	LDC	Price
GLP	MRD November 2014	MRD November 201__	PSE&G	$0.__ __ __ __ __
LPLS	MRD November 2014	MRD November 201__	PSE&G	$0.__ __ __ __ __
BPL	MRD November 2014	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.

DRAFT

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, **City, [County]**, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

DRAFT

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.

DRAFT

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:

_____

_____

_____

_____

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

DRAFT

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 Commercial Utility Consultants (CUC), 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: _____

DRAFT

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 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.

EXHIBIT B

ACCOUNT LIST

DRAFT

FIXED PRICE GLP ACCOUNTS

City of Hoboken	PE000007930940739629
City of Hoboken	PE000007967130125177
City of Hoboken	PE000007967132725177
City of Hoboken	PE000008209568825177
City of Hoboken	PE000008209571225177
City of Hoboken	PE000008451184925177
City of Hoboken	PE000008657387039643
City of Hoboken	PE000008694064025177
City of Hoboken	PE000008694066525177
City of Hoboken	PE000008937538025177
City of Hoboken	PE000009144893639656
City of Hoboken	PE000009179148323287
City of Hoboken	PE000009180470825177
City of Hoboken	PE000009264895525177
City of Hoboken	PE000009424220325177
City of Hoboken	PE000009631415825177
City of Hoboken	PE000009666185523287
City of Hoboken	PE000009667446039615
City of Hoboken	PE000009667452825177
City of Hoboken	PE000009667453625177
City of Hoboken	PE000009807431325177
City of Hoboken	PE000010152768739666
City of Hoboken	PE000010152769539666
City of Hoboken	PE000010397839125177
City of Hoboken	PE000010979135023158
City of Hoboken	PE000011129720625177
City of Hoboken	PE000011373334925177
City of Hoboken	PE000011457844625177
City of Hoboken	PE000011514542723158
City of Hoboken	PE000011617193525177
City of Hoboken	PE000011617202425177
City of Hoboken	PE000011700951425177
City of Hoboken	PE000011758987925177
City of Hoboken	PE000011820581421313
City of Hoboken	PE000011821838722468

City of Hoboken	PE000011822343722468
City of Hoboken	PE000011822511922468
City of Hoboken	PE000011822518422468
City of Hoboken	PE000011822553123158
City of Hoboken	PE000011822625721313
City of Hoboken	PE000011822627321313
City of Hoboken	PE000011822628121313
City of Hoboken	PE000011822629921313
City of Hoboken	PE000011822634923228
City of Hoboken	PE000011822635623228
City of Hoboken	PE000011822636423228
City of Hoboken	PE000011822637223228
City of Hoboken	PE000011822638023228
City of Hoboken	PE000011822639823228
City of Hoboken	PE000011822640623228
City of Hoboken	PE000011822641421313
City of Hoboken	PE000011822643023228
City of Hoboken	PE000011822644823228
City of Hoboken	PE000011822645523228
City of Hoboken	PE000011822646323228
City of Hoboken	PE000011822647121313
City of Hoboken	PE000011822649723228
City of Hoboken	PE000011822650523228
City of Hoboken	PE000011822651323228
City of Hoboken	PE000011822657023228
City of Hoboken	PE000011822661223228
City of Hoboken	PE000011822662023228
City of Hoboken	PE000011822670323228
City of Hoboken	PE000011822671123228
City of Hoboken	PE000011822672923228
City of Hoboken	PE000011822687721313
City of Hoboken	PE000011822692723228
City of Hoboken	PE000011822716422461
City of Hoboken	PE000011822717222461
City of Hoboken	PE000011822779221313

City of Hoboken	PE000011822780021313
City of Hoboken	PE000011948575350303
City of Hoboken	PE000011822783421313
City of Hoboken	PE000011822784221313
City of Hoboken	PE000011822785921313
City of Hoboken	PE000011822786721313

DRAFT

FIXED PRICE BPL ACCOUNTS

City of Hoboken	PE000011797339625177
City of Hoboken	PE000011820385023158
City of Hoboken	PE000011820386823158
City of Hoboken	PE000011911987323158
City of Hoboken	PE000011940225323158
City of Hoboken	PE000011912113523158

FIXED PRICE LPLS ACCOUNT

City of Hoboken	PE000010004933743276

DRAFT

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 2014 End: _____

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:
_____	_____

DRAFT

Sponsored by: _____

Seconded by: _____

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND DAVID GOLDBERG, OWNER OF BLOCK 184 LOT 31 (a/k/a 926 Garden 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 City of Hoboken desires to grant to David Goldberg, owner of Block 184 Lot 31, more commonly known as 926 Garden Street, Hoboken, 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 David Goldberg, owner of Block 184 Lot 31, more commonly known as 926 Garden Street, shall be subject and limited to the details and specifications included in the attached Application and Exhibits including current survey, metes and bounds of proposed encroachment, and Minervini Vandermark Architecture architectural drawings with proposed site plan;
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 3, 2014

Approved:

Quentin Wiest

Quentin Wiest, Business Administrator

Approved as to Form:

Mellissa Longo

Mellissa Longo, Esq., Corporation Counsel

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

This page intentionally left blank

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2014**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **DAVID GOLDBERG**, owner of 926 Garden Street, Hoboken, NJ 07030 (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 Garden Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing a new stoop and stairs for ingress/egress to the building and creating a landscaped area adjacent to the building fronting onto Garden Street; and

WHEREAS, the area of encroachment will be comparable to other such encroachments along Garden Street, and shall not impede pedestrian egress along the block; and

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

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

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

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 184 Lot 31, to construct a new stoop and stairs for ingress/egress to the building and create a planting bed adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

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

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

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

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept if full force and effect for the term of the license, and

a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.

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

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

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

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

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

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

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

Notary Public: _____
(Signature of Notary Public)

LICENSEE: DAVID GOLDBERG, owner in fee of Block 184 Lot 31, more commonly known as 926 Garden Street, Hoboken, NJ.

Signed: _____

Printed: _____,

David Goldberg
Owner of 926 Garden Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Work Site Address: 926 Garden St.

Block: 184

Lot(s): 31

Applicant: 926 Garden LLC

Address: David Goldberg
735 Garden St.
Hoboken, NJ 07030

Phone: 914-393-1111

e-mail: david@edghomes.com

Owner (if other than Applicant):

Address:

Phone:

e-mail:

Date Received:

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.

Material is ~~masonry~~ reinforced concrete.
Step dimension 6'6" deep, 5'10" wide
Steps consist of 3 - 11" steps with platform 3'9" deep.

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

New steps to front of building ~~as per approved plans.~~

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.

Yes - see attached

Documents provided with application; check all that apply:

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

Applicant's signature

Date 8/1/14

BEHAR SURVEYING ASSOCIATES, P.C.
Professional Land Surveying and Planning
61 Locust Lane, East Rutherford, NJ 07073
Phone: 973-778-0010 Fax: 973-778-0027
http://www.beharsurveying.com

926 Garden Street
Tax Lot 31, Block 184
City of Hoboken
Hudson County, New Jersey

Franchise Agreement

Beginning at a point on the westerly line of Garden Street (65' Wide Right-of-Way), said point being distant 92.60' southerly from the corner formed by the intersection of the southerly line of Tenth Street (50' Wide Right-of-Way) and the said line of Garden Street, running thence;

1. S 78° 00'00" E 8.50', leaving the said westerly Right-of-Way line of Garden Street to a point resting in the said Right-of-Way of Garden Street, thence;
2. S 12 °00'00" W 8.00', continuing in the Right-of-Way line of Garden Street to a point, thence;
3. N 78° 00'00" W 3.00', to a point, thence;
4. S 12° 00' 00"W 17.00', to a point, thence;
5. N 78° 00'00" W 5.50' to a point on the said westerly line of Garden Street, thence;
6. N 12° 00' 00"E 25.00' along the said line of Garden Street to the point and place of beginning.

William B. Klapper

William B. Klapper
Licensed Land Surveyor 24GS03317500

City of Hoboken
94 Washington Street-1st Floor
Hoboken, NJ 07030-4585
201 - 4202066

Permit Number: 20132015
Update Number:
Control Number: 34455
Application Date: 12/18/2013
Permit Date: 12/18/2013

CONSTRUCTION PERMIT

IDENTIFICATION

OWNER/PROPERTY DETAILS

Block: 184 Lot: 31 Qualification Code:
Work Site Location: 926 GARDEN ST. 4UNITS HOBOKEN

Owner In Fee: DAVID GOLDBERG
Address: 735 GARDEN ST. #1
HOBOKEN N. 07030

Telephone: ()

Use Group(s): R-2

Contractor: RHINO DEVELOPMENT LLC
Address: 735 GARDEN ST #1
HOBOKEN NJ 07030

Telephone: (845) 304-7777

Lic. No. / Bldrs. Reg. No.:

Federal Emp. No.:

is hereby granted permission to perform the following work :

[X]BUILDING [X]PLUMBING [ ] DEMOLITION
[X]ELECTRICAL [X]FIRE PROTECTION [ ] OTHER
[ ]ELEVATOR DEVICES [ ]MECHANICAL
[ ]ASBESTOS ABATEMENT [ ]LEAD HAZARD ABATEMENT
(Subchapter 8 only)

PAYMENTS	(Office Use Only)
Building	$10,011.00
Electrical	$766.00
Plumbing	$878.00
Fire Protection	$748.00
Elevator Devices	
Mechanical	
VolFee (DCA)	$40.00
AltFee (DCA)	$1,020.00
DCA Minimum Fee	$0.00
Other Fees	
CO Fee	
CCO Fee	
Minimum Fee	
Total	$13,463.00
All Fees Waived:	No

DESCRIPTION OF WORK:
EXPAND AND ADDITION OF 1ST 2ND AND 3RD FLOOR AND INTERIOR RENOVATION TO THE EXISTING 4 STORY 4 FAMILY DWELLING AS PER PLAN AND ZONING APPROVAL OF 7/18/13.

ESTIMATED COST OF WORK:

Cost of Construction:	200,000.00
Cost of Rehabilitation:	600,000.00
Cost of Demolition:	0.00
Total Cost:	$800,000.00

Amount to be Paid:	$13,463.00
Check Number:	1025/1026
Check amount:	$13,463.00

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Mario Patruno
Construction Official

12-18-13
Date

Collected by:	RR
Receipt No:	
Total Cash Amount:	
Total Check Amount:	$13,463.00
Total CC Amount:	
Grand Total:	$13,463.00

Note:

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT OF ZENITH CONSTRUCTION FOR DOG PARKS, AS CHANGE ORDER NUMBER 3 AND CHANGE ORDER FINAL (COMBINED), IN AN INCREASED AMOUNT NOT TO EXCEED $2187.33 (>5.0% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF $216,064.33

WHEREAS, the City of Hoboken required additional unforeseen goods and services under the contract for the final close out of the dog park construction project; and,

WHEREAS, the Administration used Zenith Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1) and change order (final) to the contract for construction of the dog parks to Zenith Construction for a combined total increase in the contract amount by Two Thousand One Hundred Eighty Seven Dollars and Thirty Three Cents ($2187.33), for a new and final total not to exceed amount of Two Hundred Sixteen Thousand Sixty Four Dollars and Thirty Three Cents (**$216,064.33**) for work in accordance with the Boswell Engineering Change Order Request, dated 7/24/2014; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $2187.33 is available in the following appropriation C-04-60-713-110 in the CY2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 budget or the capital/trust funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____ **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) and change order (final) to the contract for construction of the dog parks to Zenith Construction for a combined total increase in the contract amount by Two Thousand One Hundred Eighty Seven Dollars and Thirty Three Cents ($2187.33), for a new and final total not to exceed amount of Two Hundred Sixteen Thousand Sixty Four Dollars and Thirty Three Cents (**$216,064.33**) for work in accordance with the Boswell Engineering Change Order Request, dated 7/24/2014, as follows:

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

Meeting date: September 3, 2014

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. 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 03 2014

CITY CLERK

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

Budget Account Maintenance

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

Account: [illegible]

Desc: Z-234 $1.2M PARKS IMPROVEMENTS

Acct Type: Control

Chk Acct:

Cap Flag:

Fund Type: Capital/Trust

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date:				Current Period:	
Encumber:	223,539.07	Budgeted:	1,200,000.00	Expended:	6,800.00
Expended:	915,976.38	Balance:	60,484.55	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	60,484.55		
Cancel:	.00				

Control Account - No. of Sub-Accounts: 3.

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
EST. 1924
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

July 24, 2014

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

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

Re: Dog Parks at Church Square Park and Stevens Park
Bid No. 13-09
City of Hoboken
Hudson County, New Jersey
Our File No. HO-485

Director Pellegrini:

Enclosed please find Engineer's Estimate Certificate No. 3 Final in the amount of $7,406.16. Please note that Engineer's Certificate No.3 Final includes Change Order #1 and Final in the amount of $2,187.33. To that end the final contract amount is revised from $213,877.00 to $216,064.33, representing a 1.02% increase of the original contract amount for work performed to date by the contractor, Zenith Construction Services, Inc. for the above referenced project. Also attached is the requisite maintenance bond of 15% for Two (2) Years in the amount of $32,409.65.

Boswell McClave Engineering takes no exception to the payment of $7,406.16 for work completed to date as outlined in Estimate No. 3.

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

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante

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

JAP/s
Enclosures
cc: Zenith Construction Services, Inc.
John Englese, Boswell McClave Engineering

140724JAPL1-ec3 Final-R1.doc

Change Order No. 1 and Final
Date 7/24/2014
Job No. HO-485

CHANGE ORDER

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

Zenith Construction Services, Inc.
CONTRACTOR

Bid # 13-09
Dog Parks at Church SquarePark and Stevens Park
PROJECT & JOB NUMBER

365 Thomas Boulevard, Orange, NJ 07050
ADDRESS

City of Hoboken, Hudson County, NJ
OWNER/COUNTY

Gentlemen:

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

Location of Proposed Change: Within Project Limits

Nature and Reason of Change: As-Built Quantities/Unforeseen existing conditions

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
2	Excavation	C.Y.	230	$10.00	$2,300.00
3	3/4" Clean Stone	C.Y.	-76	$50.00	-$3,800.00
4	Pea Gravel	C.Y.	10	$75.00	$750.00
5	Dog Park Fence	L.F.	9	$35.00	$315.00
6	R.R. Tie Curb	L.F.	1	$15.00	$15.00
13	Signage	LS	-1	$500.00	-$500.00
E-1	Dry Well Installation at Existing Dog Fountain	L.S.	1	$1,161.50	$1,161.50
E-2	Existing Fountain Repairs	L.S.	1	$1,945.83	$1,945.83

Amount of Original Contract	$213,877.00	Supplemental	$3,380.00
Change Order No.1 and Final	$2,187.33	Extra	$3,107.33
Adjusted Contract Amount	$216,064.33	Reduction	($4,300.00)
		Net Amount	$2,187.33

Recommended for Approval — Joseph G. Pomante — BOSWELL McCLAVE ENGINEERING — 7/24/14 DATE

Approved — OWNER — DATE

Accepted — for KARTIK J. NAIK — CONTRACTOR Zenith Construction — 7/29/14 DATE

140724JAPCO1-Final HO485.xls/KLY411

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

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

BID NO. 13-09 - DOG PARKS AT CHURCH SQUARE PARK AND STEVENS PARK

City of Hoboken
Hudson County, New Jersey

Our File No. HO-485

Estimate Number: 3 and Final

Period Ending: 6/30/14

Contractor: Zenith Construction Services, Inc.
365 Thomas Boulevard
Orange, NJ 07050

Original Contract Amount:	$213,877.00	Total Amount Estimated:	$216,064.33
Less Reductions:	-$4,300.00	Less 2% Retainage:	$0.00
Plus Increases:	$6,487.33	Total Net Amount Estimated:	$216,064.33
Amended Contract Amount:	$216,064.33	Less Amount Previously Paid:	$208,658.17
Contract Starting Date:		Amount Due This Estimate:	$7,406.16
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:
Time Used:
Percent Complete: 101%

Estimated By: PD
Approved By: JGP

FOR USE BY CITY OF HOBOKEN

Verified by: _____ (City Administrator)

Joseph G. Romanto (Project Engineer)

Audited by: _____ (Chief Financial Officer)

6

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE THE ATTACHED AGREEMENT WITH THE COUNTY OF HUDSON REGARDING THE 2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the City and the County of Hudson have negotiated an Agreement relating to the financial utilization of the 2014 JAG Award funds for the City in the amount of $16,924.00, which is ***attached hereto***; and,

WHEREAS, there is a City match associated with this Grant, in the amount of Seven Thousand Seven Hundred Thirty Six Dollars ($7,736.00);

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $7,736.00 is available in the following appropriation account: 4-01-46-892-001 in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget.

Signed: _____, George DeStefano, CFO

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

A. This resolution approves the attached Agreement between the County of Hudson and the City relating to the City's utilization of the 2014 JAG funding, in the amount of $16,924.00, as ***attached hereto***;

B. This resolution authorizes the City to match the 2014 JAG funding in the amount of Seven Thousand Seven Hundred Thirty Six Dollars ($7,736.00);

C. Any utilization of funding by the City shall be further restricted by the Application and Award documents, ***attached hereto as a supplement to the Agreement***;

D. The Mayor or her agent is hereby authorized to enter into the attached Agreement, or a modified Agreement with substantially similar terms which does not have any substantive changes;

E. This resolution shall take effect immediately upon passage.

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

James J. Farina

CITY CLERK

Budget Account Maintenance

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

Account: 4-01-46-892-001 ... Desc: [illegible]

Acct Type: Line Item Control Chk Acct: IOPERATING Cap Flag: ☑

Fund Type: Budget Class Id: Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	.00	Budgeted:	40,000.00	Expended:	.00
Expended:	.00	Balance:	40,000.00	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	40,000.00		
Cancel:	.00				

GMS APPLICATION NUMBER 2014-H3464-NJ-DJ

CONTRACT NO._____

THE STATE OF NEW JERSEY **KNOW ALL BY THESE PRESENT**

COUNTY OF HUDSON

INTERLOCAL AGREEMENT

BETWEEN THE MUNICIPALITY OF HOBOKEN, NJ AND COUNTY OF HUDSON, NEW JERSEY

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2014 by and between the COUNTY of Hudson acting by and through its governing body, hereinafter referred to as COUNTY, and the Municipality of Hoboken, acting by and through its governing body, hereinafter referred to as Municipality, both of Hudson County, State of New Jersey witnesseth:

WHEREAS, this Agreement is made under the authority of New Jersey Law cited as NJSA 40:8A:-1 et seq. and commonly known as the Interlocal Services Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Municipality agrees to provide COUNTY $ 0.00 from the JAG award for the 2014 Program; and

WHEREAS, the Municipality and COUNTY believe it to be in their best interest to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and Municipality agrees as follows:

Section 1.

Municipality agrees to pay COUNTY a total of $_____0.00_____ of JAG funds.

Section 2.

COUNTY agrees to use $16,924.00 for the JAG Program until September 30, 2017.

GMS APPLICATION NUMBER 2014-H3464-NJ-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Municipality other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services of the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

MUNICIPALITY OF HOBOKEN, NJ	COUNTY OF HUDSON, NEW JERSEY
_____	_____
Mayor - Hoboken	Deputy County Administrator
ATTEST:	ATTEST:
_____	_____
Municipal Clerk	Clerk, Board of Chosen Freeholders
_____	_____
Municipal Attorney	Donato J. Battista, County Counsel

By law, Government attorneys may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own attorney(s).

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name County of Hudson	Organizational Unit Office of The Hudson County Prosecutor
Address 567 Pavonia Avenue Jersey City, New Jersey 07306-2301	Name and telephone number of the person to be contacted on matters involving this application Rubino, Gennaro (201) 795-6400
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 22-6003444	7. TYPE OF APPLICANT County
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT FY2014 Edward Byrne Memorial Justice Assistance Grant - Hudson County
12. AREAS AFFECTED BY PROJECT Hudson County, Bayonne, Hoboken, Jersey City, North Bergen, Union City and West New York	
13. PROPOSED PROJECT Start Date: October 01, 2013 End Date: September 30, 2017	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NJ13

15. ESTIMATED FUNDING	
Federal	$288,566
Applicant	$0
State	$0

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

Program is not covered by E.O.

Local	$0	12372
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	$288,566	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

ATTACHMENT 1
PROGRAM NARRATIVE

2014 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

Hudson County is located in northern New Jersey, across the Hudson River from Manhattan. The county has a total land area of 46.42 square miles and as of a 2011 estimate a population of 641,224. Hudson County consists of 12 municipalities several of which are eligible for Justice Assistance Grant funds. These cities are:

City of Bayonne	$ 15,715
City of Hoboken	$ 16,924
City of Jersey City	$198,505
Township of North Bergen	$ 10,027
City of Union City	$ 27,769
Town of West New York	$ 19,626
TOTAL:	**$288,566**

The County of Hudson through the County Prosecutor's Office will act as fiscal agent for these municipalities only and will not be receiving any funds. A detailed need analysis narrative and budget for each of the eligible municipalities is as follows:

CITY OF BAYONNE

PURPOSE AREA:

Law Enforcement program previously eligible for funding under the Byrne Justice Assistance Grant Program.

NEED:

The City of Bayonne has identified a need to expand their in-car and body-worn camera initiative through the purchase an installation of a scalable back end computer hardware and software system designed to seamlessly and securely collect, store, access and archive in-car and body-worn digital video.

NARRATIVE:

In 2013, the Bayonne Police Department took the first step in adopting the use of in-car and body-worn cameras by purchasing a limited amount of state-of-the-art digital video recording equipment with Local Law Enforcement Trust Funding. Additional in-car equipment purchases are planned.

The ultimate success of any of in-car or body-worn video evidence program is dependent on the ease of use, quality, reliability, security, and integrity of the field equipment, as well as the

software storage and management system where the video recordings are stored. Because video tampering is an avenue for challenge in court, it is paramount that the department deploys equipment and protocols that establish a reliable chain of custody. The proposed system to be funded will maintain audit trail records and chain-of-custody reports that list all persons who have had accessed, viewed or copied the video, the time and date of each event, and what action was performed. The system also preserves the video file in its original form, performs automated archiving and provides the ability to perform simple searches for any stored video, based on a number of search criteria.

The equipment to be purchased includes a computer server with 10 terabytes of RAID-based storage, Digital Evidence Pro Software by L-3 Mobile-Vision, a DVD Backup Robot, USB Login Keys and onsite installation and training.

CITY OF BAYONNE BUDGET

Qty:	*Description*	*Unit Price*	*Ext. Price*
1	Computer Rack Server – 10 Terabyte	$9,103.00	$9,103.00
3	Digital Evidence Pro DVR Licenses – Includes Base Module, Intelligent Downloading Module, Case Module and Consumer DVD Module.	$325.50	$976.50
1	DVD Backup Robot (100 Disk Capacity)	$2,353.83	$2,353.83
1	1-Day On-site Installation & Training	$2,950.00	$2,950.00
15	USB Keys, Flashback 2/3 ID Login Keys	$18.55	$278.25
1	Shipping & Handling		$100.00
	TOTAL PROJECT COST:		**$15,761.58**
	TOTAL GRANT AWARD:		**$15,715.00**

The City of Bayonne will fund the difference between the Total Project Cost and the Grant Award amount.

PERFORMANCE MEASURES:

With the purchase of this equipment, it is anticipated that operational efficiency will improve, officer safety and public confidence will be enhanced, and the quality of service to the public will be improved.

CITY OF HOBOKEN

PURPOSE AREA:

A Law Enforcement program previously eligible for funding under the Byrne Justice Assistance Grant Program.

NEED:

The City of Hoboken has identified a continuing need to obtain replacement portable communications equipment for its personnel in the Hoboken Police Department. A continuing assessment of the Police Department's current stock of portable radios reveals that the current make and model of this equipment is no longer in production, with supplies of replacement parts no longer beinG produced. As the Hoboken Police Department provides 24 hour-a-day, 7 day-a-week policing services to residents and visitors to the City of Hoboken, it is essential that the current stock of communications equipment continue to be updated. Each officer is assigned an individual portable radio as part of their assigned equipment cadre. At this time, it is estimated that at least 100 portable radios will require replacement over the next two years.

NARRATIVE:

The Hoboken Police Department currently maintains a force of 153 sworn personnel, including 15 part-time Class II Special Law Enforcement Officers, as well as 21 civilian personnel. The City of Hoboken is located in Hudson County, New Jersey and covers an area of approximately 1.05 sq. miles with an estimated population of 52,034 residents as of 2012.

Hoboken is known as a popular night time destination for social activities in the metropolitan area. The city's 140 Licensed Liquor establishments help to promote this thriving night life scene. Hoboken also plays host to several popular cultural events which include, but are not limited to the following; an annual St. Patrick's Day celebration, a Spring & Fall Arts & Music Festival, waterfront musical performances and two cultural events, the St. Ann's Feast & the Hoboken Italian Festival.

As such, these events draw thousands of visitors into the city, increasing the workload of police personnel out on patrol. It is therefore essential that patrol personnel are provided with the most reliable communications equipment that can be obtained by the department.

The acquisition of updated portable communications equipment will provide police personnel who respond to calls for police services within the city to be more effective in both their response as well as resolution of such calls by the increased reliability & functionality of such new equipment. With the advent of new communications technology, the Hoboken Police Department seeks to transition from analog to digital communications transmission to enhance the reliability and security of these communications transmissions. As the Hoboken Police Department currently handles approximately 5,700 calls per service each month, we anticipate that acquisition of this equipment will facilitate and improve the department's ability to respond to these calls for service.

CITY OF HOBOKEN BUDGET

Description	Cost Per Unit	Total
(10) Portable Analog/Digital Radios (includes charger, remote microphone/ speaker, belt holster, extra battery, configuration, programming & warranty)	$2,466	$24,660

TOTAL PROJECT COST: $24,660
TOTAL GRANT AWARD: $16,924

The City of Hoboken will fund the difference between the Total Equipment Expenditure and the Grant Award amount.

PERFORMANCE MEASURES:

With this new equipment, it is anticipated that officer efficiency will increase when responding to calls for service. Concurrently, public safety will be enhanced & quality of service to the public will improve with the ability to have better, more reliable communications.

In addition, the purchase of these type radios can become cost effective as future plans to transition from analog to digital communication formats will allow these portable units to be reconfigured and reprogrammed to a digital format as opposed to the current units, which cannot be re-configured and would have to be replaced.

CITY OF JERSEY CITY

PURPOSE AREA:

Continuation project that was previously funded under the Edward Byrne Memorial Justice Assistance Grant Program (JAG)

NEED:

The Jersey City Police Department will continue to utilize this funding for the continuation of foot and vehicular patrol units that address quality of life complaints from residents in selected hot spot areas throughout Jersey City. The full $198,505.00 grant will service overtime assignments and implement other alternative methods of community policing services as needed on selected weekdays and weekends. The usage of these funds will also focus police deployment during holiday observances and regional security alert periods. The following proposed budget is offered for review and approval.

NARRATIVE:

Quality of Life Police Overtime

Consistent with previous BJA submissions, we propose to use this year's allocation of JAG funds to continue Quality of Life uniform patrols through fixed posts assignment of officers during the evening hours. Previous BJA awards have allowed the department to deploy uniform officers on fixed/foot posts at target "hot spot" locations proving these assignments to be effective and resulting in a reduction in disorder and crime. We propose to continue this tactic and implement other alternative methods in support of our ongoing community based policing efforts to improve conditions and reduce crime.

We will continue to establish high visibility of police presence within identified hot spots to promote a zero-tolerance approach to quality of life issues. Quality of life posts will be identified through analysis of calls for service, reported crime, and community input.

Quality of Life Overtime Analysis of Need

A careful analysis of police calls for service shows that a majority of the crimes occur between the hours of 3PM and 11PM then gradually declining through the early morning hours. This finding is consistent with the studies of delinquency and gang related activity. A review of reported crime shows the same temporal distribution, with more serious violent crime being reported in the evening hours as a result of these findings patrols will also be assigned during special events and holidays.

Currently there are 25 QOL, (quality of life) posts throughout Jersey City and we have also deployed "Titan Teams and a Shooting Response Team"; that compromise of a group of officers sent into problematic areas to eradicate the reported problems. The tactical operations of this unit are unexpected and prove to be highly effective and supported by the communities in which they are assigned. Districts will continue to identify and describe each QOL post by type of complaints and crime problems, times of occurrence and prescribe a law enforcement activity and adjust our deployment by time and location accordingly.

CITY OF JERSEY CITY BUDGET

District	6pm-11pm	Overtime Rate	Total per day
North	5 officers	$85.00	$2,125.00
South	5 officers	$85.00	$2,125.00
East	5 officers	$85.00	$2,125.00
West	5 officers	$85.00	$2,125.00
North	1 Supervisor	$123.00	$ 615.00
South	1 Supervisor	$123.00	$ 615.00
East	1 Supervisor	$123.00	$ 615.00
West	1 Supervisor	$123.00	$ 615.00
		Cost per tour =	$ 10,960.00

Overtime Budget =	$198,505.00
Divided by =	$10,960.00/tour

The number of projected assignments available under 2014 JAG grant:

18 TOURS 5 OFFICERS 1 SUPERVISOR 5 HRS. PER DISTRICT	=	$197,280.00
3 OFFICERS 4HRS	=	$ 1,020.00
		$198,300.00
Total cost overtime Budget		
3 additional hrs. of overtime	=	$ 205.00
		$198,505.00

TOTAL PROJECT COST: $198,505
TOTAL GRANT AWARD: $198,505

PERFORMANCE MEASURES:

Goal 1: *Continue to increase the presence of police officers in high crime areas*

Outcome: Reduce crime in targeted area through focused police patrols utilizing overtime.

Measurement:

Track arrests made in target areas, categorize arrest and utilize data for impact comparison
Track number of summons issued for parking and moving violations, loud music, drinking in public and other quality of life violations. Compare numbers with previous month/year.

Goal 2: *Build stronger police community partnerships*

Outcome: Improve relationships between police and local community.

Measurement:

Police patrols will interact with the community and local businesses while on patrol. These contacts will be documented.

Officers will encourage community to get involved and officers will get involved with the community.

Contacts with local community will provide police with tactical and operational intelligence.

TOWNSHIP OF NORTH BERGEN

PURPOSE AREA:

Law Enforcement program previously eligible for funding under the Byrne Justice Assistance Grant (JAG) Program.

NEED:

The Township of North Bergen has identified the need to update and expand its Information Technology (IT) infrastructure.

NARRATIVE:

The Township of North Bergen Police Department has been gradually upgrading its end-user computer network to meet the demands of its updated IT infrastructure. The department has recognized the need to replace its failing collection of legacy computers in order to increase system compatibility and the efficiency of police and public safety services.

Computers have a useful life span that averages three to five years. While a large portion of the North Bergen Police Department's computer infrastructure has been updated, a significant number of end-user hardware has exceeded its useful lifespan. The IT department has been expending significant time and resources cannibalizing components of legacy hardware in order to repair or replace defunct computers with similarly subpar systems.

As new servers and software modules are deployed, the number of users that require access and support also increases. Our current infrastructure upgrades have focused on distributing common services across several servers and upgrading existing hardware to support computing growth. This has made maintenance of our infrastructure easier by removing dependencies, stabilizing servers, and limiting the damage that may be caused by a server failure. However, legacy systems that are still in use cannot support many of the infrastructure upgrades that have been put in place and have been counterproductive to the Department's expansion.

The complexity and difficulty in maintaining an IT infrastructure increases significantly with the age of its components, particularly as more services, users, and subsystems are added. Legacy systems have made transitioning more labor-intensive and time consuming since they are unserviceable or incompatible with newer infrastructure yet continue to be utilized. Updating end-user systems at critical locations will help alleviate service issues and increase productivity and overall efficiency. Over the past several years the Township has invested large sums of capital to help modernize and update the Police Department's computer infrastructure. Due to fiscal constraints, the Department still needs an influx of additional capital in order to meet the demands of the new infrastructure. We therefore request the following:

TOWNSHIP OF NORTH BERGEN BUDGET

Qty.	Description	Unit Cost	Extended Cost
12	Dell OptiPlex 3020 Mini Tower Windows 7 Pro, 64-Bit, 4GB RAM, 500GB SATA drive, Intel Core i5-4570 Processor, Quad-core	$684.95	$8219.40
12	Dell USB Sound Bar AC511	$26.99	$323.88
12	Dell 23 Monitor, E2314H	$149.00	$1799.88

TOTAL PROJECT COST: $10,343.16
TOTAL GRANT AWARD: $10,027.00

The Township of North Bergen shall fund the difference between the total project cost and JAG award amount.

PERFORMANCE MEASURES:

Replacing legacy systems with computers compatible with modern infrastructure and capable of cross-platform use will increase officer efficiency and reduce down-time. It is anticipated that the introduction of this new hardware will increase police department efficiency, public safety, and the quality of service to our community.

CITY OF UNION CITY

PURPOSE AREA:

Law Enforcement program previously eligible for funding under Byrne Justice Assistance Grant Program.

NEED:

The City of Union City is continuously seeking ways to increase the efficiency of police services and investigative capabilities through the addition of new computers. At present the Union City Police Department is seeking to enhance its computer network in these cost conscious times. It is the City's goal to maximize the effective use every dollar the City receives for improvement of police resources.

NARRATIVE:

The Union City Police Department has been utilizing the same computers and system network for approximately a decade in its four police stations. The police department is experiencing tough times in its attempt to stay current with technological advances and the evolution of computer hardware and software. In order to have the required resources to combat ever-evolving crimes, it is critical to have the proper tools not only to face these threats but to prevent them when possible. Our computers are constantly being repaired as parts breakdown as a result

of aging. The computer system and its peripherals are nearing their end of life and the computer system's condition present a problem to the operations of the police department since it is one of the most important resources that facilitate the administration of essential police services. This year we would like to continue with the replacement of the existing 70 computers since in 2013 the awarded funds from JAG were insufficient to cover the purchases of all the computers in the police department.

CITY OF UNION CITY
BUDGET

Description	Cost per Unit	Total
46 Desktop Computers	$612.96	$28,196.16

TOTAL PROJECT COST: $28,196.16
TOTAL GRANT AWARD: $27,769.00

The City of Union City will fund the difference between the Total Project Cost and the Grant Award Amount.

PERFORMANCE MEASURES:

With new equipment, it is anticipated that police resources will enhance the police department's investigative capabilities and its police services.

TOWN OF WEST NEW YORK

PURPOSE AREA:

Law Enforcement program previously eligible for funding under Byrne Justice Assistance Grant Program.

NEED:

The Town of West New York is continuously seeking ways to reduce crime in general and in particular, violent crime. At present, the West New York Police Department is seeking to enhance its efforts in reducing violent.

NARRATIVE:

The Town of West New York proposes to use this year's JAG funding for the continuation of the surveillance camera project in the town's problematic areas. We have installed several surveillance camera systems where a large percentage of crime has been occurring in the town.

The Town is currently in need of servers, software and monitors to link the cameras to our Operations Center.

TOWN OF WEST NEW YORK
BUDGET

Description	Unit Price	Total
(3) Proformance Servers	$2,850 each	$ 8,550
(4) Monitors	$ 800 each	$ 3,200
(3) Camera Software packages	$2,400 each	$ 7,200
Setup and installation	$ 799	$ 799

TOTAL PROJECT COST: $19,749.00
TOTAL GRANT AWARD: $19,626.00

* Cost of the above are estimates

The Town of West New York will fund the difference between the Total Project Cost and the Grant Award amount.

PERFORMANCE MEASURES:

The Town will monitor crime trends in the targeted areas. The expectations are a reduction in violent crime and/or high clearance rates on crimes occurring in the targeted areas.

ATTACHMENT II

2014 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

BUDGET NARRATIVE

The Hudson County, (NJ) Prosecutor's Office maintains a Criminal Justice Planning Unit which oversees planning and administration for law enforcement and prosecutorial needs.

The Hudson County Executive has requested that this Criminal Justice Planning Unit be responsible for the administration of these funds including distributing the funds, monitoring the award, submitting reports including performance measures and program assessment data, and providing ongoing assistance to any subrecipients of the funds.

The Criminal Justice Planning Unit of the Office of the Hudson County Prosecutor will not require administrative funds to support and implement the JAG program.

City of Bayonne	$ 15,715
City of Hoboken	$ 16,924
City of Jersey City	$198,505
Township of North Bergen	$ 10,027
City of Union City	$ 27,769
Town of West New York	$ 19,626
TOTAL:	**$288,566**

ATTACHMENT III

2014 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

REVIEW NARRATIVE

The Hudson County Board of Chosen Freeholders commissioners will pass a resolution supporting the memorandum of understanding after a thirty day review on July 10, 2014.

The following eligible municipalities are expected to pass the memorandum of understanding on the following dates after a thirty day review:

TOWN	DATE
Bayonne	July 16, 2014
Hoboken	July 9, 2014
Jersey City	June 25, 2014
North Bergen	June 25, 2014
Union City	July 1, 2014
West New York	July 16, 2014

It is the responsibility of the eligible municipalities to have an open meeting. It is their discretion whether to have the open meeting <u>before</u> the scheduled governing body's regular meeting or at the regular meeting.

ATTACHMENT IV

COUNTY OF HUDSON (NJ)
2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

ABSTRACT

The City of Bayonne, City of Hoboken, Jersey City, the Township of North Bergen, the City of Union City and the Town of West New York will utilize Fiscal Year 2014 JAG funding to implement projects that encompass the purpose area of law enforcement and technology programs.

One municipality is utilizing their funding for Quality of Life overtime patrols in high crime target areas while another is purchasing hardware and software systems to securely collect, store, access and archive in-car and body-worn digital video. Several municipalities are using this year's funding to replace outdated and obsolete equipment such as portable radios and desktop computers and software.

One municipality is continuing its expansion of their surveillance camera systems to provide full time monitoring in high crime areas.

The County of Hudson, through the Prosecutor's Office will serve as the fiscal agent for the award and will not receive funding.

2013 JAG PROJECT IDENTIFIERS

Computer Software/Hardware
Crime Prevention
Equipment – General
Overtime

OVERVIEW

PUBLIC NOTICE

Edward Byrne Memorial Justice Assistance Grant
JAG FY 2014 Local Solicitation

The public is invited to review and comment on all relative information applications as it is on file with the clerks of the following municipalities

City of Bayonne	$ 15,715
City of Hoboken	$ 16,924
City of Jersey City	$198,505
Township of North Bergen	$ 10,027
City of Union City	$ 27,769
Town of West New York	$ 19,626
TOTAL:	$288,566

Information is also available by contacting:
The Office of the County Prosecutor
595 Newark Avenue
Jersey City, New Jersey 07306
(201) 795-6510

HUDSON COUNTY 2014 JUSTIVE ASSISTANCE GRANT

DISCLOSURE OF PENDING APPLICATIONS

The County of Hudson does not have pending applications within the last 12 months for federally funded assistance that include requests for funding or support the same projects being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

BYRNE JUSTICE ASSISTANCE GRANT (JAG) CY 2014

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget, and

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

WHEREAS, the City of Hoboken has received notice of an award of $16,924.00 from Office of Hudson County Prosecutor and wishes to amend its CY 2014 Budget to include this amount as revenue with a City Match of $7,736.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director
Of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2014 in the sum of.....$16,924.00
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
JAG Justice Assist Grant. O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $16,924.00
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
Other Expenses

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

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

ATTACHMENT 1
PROGRAM NARRATIVE

2014 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

Hudson County is located in northern New Jersey, across the Hudson River from Manhattan. The county has a total land area of 46.42 square miles and as of a 2011 estimate a population of 641,224. Hudson County consists of 12 municipalities several of which are eligible for Justice Assistance Grant funds. These cities are:

City of Bayonne	$ 15,715
City of Hoboken	$ 16,924
City of Jersey City	$198,505
Township of North Bergen	$ 10,027
City of Union City	$ 27,769
Town of West New York	$ 19,626
TOTAL:	**$288,566**

The County of Hudson through the County Prosecutor's Office will act as fiscal agent for these municipalities only and will not be receiving any funds. A detailed need analysis narrative and budget for each of the eligible municipalities is as follows:

CITY OF BAYONNE

PURPOSE AREA:

Law Enforcement program previously eligible for funding under the Byrne Justice Assistance Grant Program.

NEED:

The City of Bayonne has identified a need to expand their in-car and body-worn camera initiative through the purchase an installation of a scalable back end computer hardware and software system designed to seamlessly and securely collect, store, access and archive in-car and body-worn digital video.

NARRATIVE:

In 2013, the Bayonne Police Department took the first step in adopting the use of in-car and body-worn cameras by purchasing a limited amount of state-of-the-art digital video recording equipment with Local Law Enforcement Trust Funding. Additional in-car equipment purchases are planned.

The ultimate success of any of in-car or body-worn video evidence program is dependent on the ease of use, quality, reliability, security, and integrity of the field equipment, as well as the

software storage and management system where the video recordings are stored. Because video tampering is an avenue for challenge in court, it is paramount that the department deploys equipment and protocols that establish a reliable chain of custody. The proposed system to be funded will maintain audit trail records and chain-of-custody reports that list all persons who have had accessed, viewed or copied the video, the time and date of each event, and what action was performed. The system also preserves the video file in its original form, performs automated archiving and provides the ability to perform simple searches for any stored video, based on a number of search criteria.

The equipment to be purchased includes a computer server with 10 terabytes of RAID-based storage, Digital Evidence Pro Software by L-3 Mobile-Vision, a DVD Backup Robot, USB Login Keys and onsite installation and training.

CITY OF BAYONNE BUDGET

Qty:	*Description*	*Unit Price*	*Ext. Price*
1	Computer Rack Server – 10 Terabyte	$9,103.00	$9,103.00
3	Digital Evidence Pro DVR Licenses – Includes Base Module, Intelligent Downloading Module, Case Module and Consumer DVD Module.	$325.50	$976.50
1	DVD Backup Robot (100 Disk Capacity)	$2,353.83	$2,353.83
1	1-Day On-site Installation & Training	$2,950.00	$2,950.00
15	USB Keys, Flashback 2/3 ID Login Keys	$18.55	$278.25
1	Shipping & Handling		$100.00
		TOTAL PROJECT COST:	**$15,761.58**
		TOTAL GRANT AWARD:	**$15,715.00**

The City of Bayonne will fund the difference between the Total Project Cost and the Grant Award amount.

PERFORMANCE MEASURES:

With the purchase of this equipment, it is anticipated that operational efficiency will improve, officer safety and public confidence will be enhanced, and the quality of service to the public will be improved.

CITY OF HOBOKEN

PURPOSE AREA:

A Law Enforcement program previously eligible for funding under the Byrne Justice Assistance Grant Program.

NEED:

The City of Hoboken has identified a continuing need to obtain replacement portable communications equipment for its personnel in the Hoboken Police Department. A continuing assessment of the Police Department's current stock of portable radios reveals that the current make and model of this equipment is no longer in production, with supplies of replacement parts no longer beinG produced. As the Hoboken Police Department provides 24 hour-a-day, 7 day-a-week policing services to residents and visitors to the City of Hoboken, it is essential that the current stock of communications equipment continue to be updated. Each officer is assigned an individual portable radio as part of their assigned equipment cadre. At this time, it is estimated that at least 100 portable radios will require replacement over the next two years.

NARRATIVE:

The Hoboken Police Department currently maintains a force of 153 sworn personnel, including 15 part-time Class II Special Law Enforcement Officers, as well as 21 civilian personnel. The City of Hoboken is located in Hudson County, New Jersey and covers an area of approximately 1.05 sq. miles with an estimated population of 52,034 residents as of 2012.

Hoboken is known as a popular night time destination for social activities in the metropolitan area. The city's 140 Licensed Liquor establishments help to promote this thriving night life scene. Hoboken also plays host to several popular cultural events which include, but are not limited to the following; an annual St. Patrick's Day celebration, a Spring & Fall Arts & Music Festival, waterfront musical performances and two cultural events, the St. Ann's Feast & the Hoboken Italian Festival.

As such, these events draw thousands of visitors into the city, increasing the workload of police personnel out on patrol. It is therefore essential that patrol personnel are provided with the most reliable communications equipment that can be obtained by the department.

The acquisition of updated portable communications equipment will provide police personnel who respond to calls for police services within the city to be more effective in both their response as well as resolution of such calls by the increased reliability & functionality of such new equipment. With the advent of new communications technology, the Hoboken Police Department seeks to transition from analog to digital communications transmission to enhance the reliability and security of these communications transmissions. As the Hoboken Police Department currently handles approximately 5,700 calls per service each month, we anticipate that acquisition of this equipment will facilitate and improve the department's ability to respond to these calls for service.

CITY OF HOBOKEN BUDGET

Description	Cost Per Unit	Total
(10) Portable Analog/Digital Radios (includes charger, remote microphone/ speaker, belt holster, extra battery, configuration, programming & warranty)	$2,466	$24,660

TOTAL PROJECT COST: $24,660
TOTAL GRANT AWARD: $16,924

The City of Hoboken will fund the difference between the Total Equipment Expenditure and the Grant Award amount.

PERFORMANCE MEASURES:

With this new equipment, it is anticipated that officer efficiency will increase when responding to calls for service. Concurrently, public safety will be enhanced & quality of service to the public will improve with the ability to have better, more reliable communications.

In addition, the purchase of these type radios can become cost effective as future plans to transition from analog to digital communication formats will allow these portable units to be reconfigured and reprogrammed to a digital format as opposed to the current units, which cannot be re-configured and would have to be replaced.

CITY OF JERSEY CITY

PURPOSE AREA:

Continuation project that was previously funded under the Edward Byrne Memorial Justice Assistance Grant Program (JAG)

NEED:

The Jersey City Police Department will continue to utilize this funding for the continuation of foot and vehicular patrol units that address quality of life complaints from residents in selected hot spot areas throughout Jersey City. The full $198,505.00 grant will service overtime assignments and implement other alternative methods of community policing services as needed on selected weekdays and weekends. The usage of these funds will also focus police deployment during holiday observances and regional security alert periods. The following proposed budget is offered for review and approval.

NARRATIVE:

Quality of Life Police Overtime

Consistent with previous BJA submissions, we propose to use this year's allocation of JAG funds to continue Quality of Life uniform patrols through fixed posts assignment of officers during the evening hours. Previous BJA awards have allowed the department to deploy uniform officers on fixed/foot posts at target "hot spot" locations proving these assignments to be effective and resulting in a reduction in disorder and crime. We propose to continue this tactic and implement other alternative methods in support of our ongoing community based policing efforts to improve conditions and reduce crime.

We will continue to establish high visibility of police presence within identified hot spots to promote a zero-tolerance approach to quality of life issues. Quality of life posts will be identified through analysis of calls for service, reported crime, and community input.

Quality of Life Overtime Analysis of Need

A careful analysis of police calls for service shows that a majority of the crimes occur between the hours of 3PM and 11PM then gradually declining through the early morning hours. This finding is consistent with the studies of delinquency and gang related activity. A review of reported crime shows the same temporal distribution, with more serious violent crime being reported in the evening hours as a result of these findings patrols will also be assigned during special events and holidays.

Currently there are 25 QOL, (quality of life) posts throughout Jersey City and we have also deployed "Titan Teams and a Shooting Response Team"; that compromise of a group of officers sent into problematic areas to eradicate the reported problems. The tactical operations of this unit are unexpected and prove to be highly effective and supported by the communities in which they are assigned. Districts will continue to identify and describe each QOL post by type of complaints and crime problems, times of occurrence and prescribe a law enforcement activity and adjust our deployment by time and location accordingly.

CITY OF JERSEY CITY BUDGET

District	6pm-11pm	Overtime Rate	Total per day
North	5 officers	$85.00	$2,125.00
South	5 officers	$85.00	$2,125.00
East	5 officers	$85.00	$2,125.00
West	5 officers	$85.00	$2,125.00
North	1 Supervisor	$123.00	$ 615.00
South	1 Supervisor	$123.00	$ 615.00
East	1 Supervisor	$123.00	$ 615.00
West	1 Supervisor	$123.00	$ 615.00
		Cost per tour =	$ 10,960.00

Overtime Budget = $198,505.00
Divided by = $10,960.00/tour

The number of projected assignments available under 2014 JAG grant:

18 TOURS 5 OFFICERS 1 SUPERVISOR 5 HRS. PER DISTRICT = $197,280.00
3 OFFICERS 4HRS = $ 1,020.00
$198,300.00

Total cost overtime Budget
3 additional hrs. of overtime =$ 205.00
$198,505.00

TOTAL PROJECT COST: $198,505
TOTAL GRANT AWARD: $198,505

PERFORMANCE MEASURES:

Goal 1: *Continue to increase the presence of police officers in high crime areas*

Outcome: Reduce crime in targeted area through focused police patrols utilizing overtime.

Measurement:

Track arrests made in target areas, categorize arrest and utilize data for impact comparison
Track number of summons issued for parking and moving violations, loud music, drinking in public and other quality of life violations. Compare numbers with previous month/year.

Goal 2: *Build stronger police community partnerships*

Outcome: Improve relationships between police and local community.

Measurement:

Police patrols will interact with the community and local businesses while on patrol. These contacts will be documented.

Officers will encourage community to get involved and officers will get involved with the community.

Contacts with local community will provide police with tactical and operational intelligence.

TOWNSHIP OF NORTH BERGEN

PURPOSE AREA:

Law Enforcement program previously eligible for funding under the Byrne Justice Assistance Grant (JAG) Program.

NEED:

The Township of North Bergen has identified the need to update and expand its Information Technology (IT) infrastructure.

NARRATIVE:

The Township of North Bergen Police Department has been gradually upgrading its end-user computer network to meet the demands of its updated IT infrastructure. The department has recognized the need to replace its failing collection of legacy computers in order to increase system compatibility and the efficiency of police and public safety services.

Computers have a useful life span that averages three to five years. While a large portion of the North Bergen Police Department's computer infrastructure has been updated, a significant number of end-user hardware has exceeded its useful lifespan. The IT department has been expending significant time and resources cannibalizing components of legacy hardware in order to repair or replace defunct computers with similarly subpar systems.

As new servers and software modules are deployed, the number of users that require access and support also increases. Our current infrastructure upgrades have focused on distributing common services across several servers and upgrading existing hardware to support computing growth. This has made maintenance of our infrastructure easier by removing dependencies, stabilizing servers, and limiting the damage that may be caused by a server failure. However, legacy systems that are still in use cannot support many of the infrastructure upgrades that have been put in place and have been counterproductive to the Department's expansion.

The complexity and difficulty in maintaining an IT infrastructure increases significantly with the age of its components, particularly as more services, users, and subsystems are added. Legacy systems have made transitioning more labor-intensive and time consuming since they are unserviceable or incompatible with newer infrastructure yet continue to be utilized. Updating end-user systems at critical locations will help alleviate service issues and increase productivity and overall efficiency. Over the past several years the Township has invested large sums of capital to help modernize and update the Police Department's computer infrastructure. Due to fiscal constraints, the Department still needs an influx of additional capital in order to meet the demands of the new infrastructure. We therefore request the following:

TOWNSHIP OF NORTH BERGEN BUDGET

Qty.	Description	Unit Cost	Extended Cost
12	Dell OptiPlex 3020 Mini Tower Windows 7 Pro, 64-Bit, 4GB RAM, 500GB SATA drive, Intel Core i5-4570 Processor, Quad-core	$684.95	$8219.40
12	Dell USB Sound Bar AC511	$26.99	$323.88
12	Dell 23 Monitor, E2314H	$149.00	$1799.88

TOTAL PROJECT COST: $10,343.16
TOTAL GRANT AWARD: $10,027.00

The Township of North Bergen shall fund the difference between the total project cost and JAG award amount.

PERFORMANCE MEASURES:

Replacing legacy systems with computers compatible with modern infrastructure and capable of cross-platform use will increase officer efficiency and reduce down-time. It is anticipated that the introduction of this new hardware will increase police department efficiency, public safety, and the quality of service to our community.

CITY OF UNION CITY

PURPOSE AREA:

Law Enforcement program previously eligible for funding under Byrne Justice Assistance Grant Program.

NEED:

The City of Union City is continuously seeking ways to increase the efficiency of police services and investigative capabilities through the addition of new computers. At present the Union City Police Department is seeking to enhance its computer network in these cost conscious times. It is the City's goal to maximize the effective use every dollar the City receives for improvement of police resources.

NARRATIVE:

The Union City Police Department has been utilizing the same computers and system network for approximately a decade in its four police stations. The police department is experiencing tough times in its attempt to stay current with technological advances and the evolution of computer hardware and software. In order to have the required resources to combat ever-evolving crimes, it is critical to have the proper tools not only to face these threats but to prevent them when possible. Our computers are constantly being repaired as parts breakdown as a result

of aging. The computer system and its peripherals are nearing their end of life and the computer system's condition present a problem to the operations of the police department since it is one of the most important resources that facilitate the administration of essential police services. This year we would like to continue with the replacement of the existing 70 computers since in 2013 the awarded funds from JAG were insufficient to cover the purchases of all the computers in the police department.

CITY OF UNION CITY
BUDGET

Description	Cost per Unit	Total
46 Desktop Computers	$612.96	$28,196.16

TOTAL PROJECT COST: $28,196.16
TOTAL GRANT AWARD: $27,769.00

The City of Union City will fund the difference between the Total Project Cost and the Grant Award Amount.

PERFORMANCE MEASURES:

With new equipment, it is anticipated that police resources will enhance the police department's investigative capabilities and its police services.

TOWN OF WEST NEW YORK

PURPOSE AREA:

Law Enforcement program previously eligible for funding under Byrne Justice Assistance Grant Program.

NEED:

The Town of West New York is continuously seeking ways to reduce crime in general and in particular, violent crime. At present, the West New York Police Department is seeking to enhance its efforts in reducing violent.

NARRATIVE:

The Town of West New York proposes to use this year's JAG funding for the continuation of the surveillance camera project in the town's problematic areas. We have installed several surveillance camera systems where a large percentage of crime has been occurring in the town.

The Town is currently in need of servers, software and monitors to link the cameras to our Operations Center.

TOWN OF WEST NEW YORK
BUDGET

Description	Unit Price	Total
(3) Proformance Servers	$2,850 each	$ 8,550
(4) Monitors	$ 800 each	$ 3,200
(3) Camera Software packages	$2,400 each	$ 7,200
Setup and installation	$ 799	$ 799

TOTAL PROJECT COST: $19,749.00
TOTAL GRANT AWARD: $19,626.00

* Cost of the above are estimates

The Town of West New York will fund the difference between the Total Project Cost and the Grant Award amount.

PERFORMANCE MEASURES:

The Town will monitor crime trends in the targeted areas. The expectations are a reduction in violent crime and/or high clearance rates on crimes occurring in the targeted areas.

ATTACHMENT II

2014 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

BUDGET NARRATIVE

The Hudson County, (NJ) Prosecutor's Office maintains a Criminal Justice Planning Unit which oversees planning and administration for law enforcement and prosecutorial needs.

The Hudson County Executive has requested that this Criminal Justice Planning Unit be responsible for the administration of these funds including distributing the funds, monitoring the award, submitting reports including performance measures and program assessment data, and providing ongoing assistance to any subrecipients of the funds.

The Criminal Justice Planning Unit of the Office of the Hudson County Prosecutor will not require administrative funds to support and implement the JAG program.

City of Bayonne	$ 15,715
City of Hoboken	$ 16,924
City of Jersey City	$198,505
Township of North Bergen	$ 10,027
City of Union City	$ 27,769
Town of West New York	$ 19,626
TOTAL:	**$288,566**

ATTACHMENT III

2014 JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

REVIEW NARRATIVE

The Hudson County Board of Chosen Freeholders commissioners will pass a resolution supporting the memorandum of understanding after a thirty day review on July 10, 2014.

The following eligible municipalities are expected to pass the memorandum of understanding on the following dates after a thirty day review:

TOWN	DATE
Bayonne	July 16, 2014
Hoboken	July 9, 2014
Jersey City	June 25, 2014
North Bergen	June 25, 2014
Union City	July 1, 2014
West New York	July 16, 2014

It is the responsibility of the eligible municipalities to have an open meeting. It is their discretion whether to have the open meeting <u>before</u> the scheduled governing body's regular meeting or at the regular meeting.

ATTACHMENT IV

COUNTY OF HUDSON (NJ)
2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

ABSTRACT

The City of Bayonne, City of Hoboken, Jersey City, the Township of North Bergen, the City of Union City and the Town of West New York will utilize Fiscal Year 2014 JAG funding to implement projects that encompass the purpose area of law enforcement and technology programs.

One municipality is utilizing their funding for Quality of Life overtime patrols in high crime target areas while another is purchasing hardware and software systems to securely collect, store, access and archive in-car and body-worn digital video. Several municipalities are using this year's funding to replace outdated and obsolete equipment such as portable radios and desktop computers and software.

One municipality is continuing its expansion of their surveillance camera systems to provide full time monitoring in high crime areas.

The County of Hudson, through the Prosecutor's Office will serve as the fiscal agent for the award and will not receive funding.

2013 JAG PROJECT IDENTIFIERS

Computer Software/Hardware
Crime Prevention
Equipment – General
Overtime

OVERVIEW

PUBLIC NOTICE

Edward Byrne Memorial Justice Assistance Grant
JAG FY 2014 Local Solicitation

The public is invited to review and comment on all relative information applications as it is on file with the clerks of the following municipalities

City of Bayonne	$ 15,715
City of Hoboken	$ 16,924
City of Jersey City	$198,505
Township of North Bergen	$ 10,027
City of Union City	$ 27,769
Town of West New York	$ 19,626
TOTAL:	$288,566

Information is also available by contacting:
The Office of the County Prosecutor
595 Newark Avenue
Jersey City, New Jersey 07306
(201) 795-6510

HUDSON COUNTY

2014 JUSTIVE ASSISTANCE GRANT

DISCLOSURE OF PENDING APPLICATIONS

The County of Hudson does not have pending applications within the last 12 months for federally funded assistance that include requests for funding or support the same projects being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name County of Hudson	Organizational Unit Office of The Hudson County Prosecutor
Address 567 Pavonia Avenue Jersey City, New Jersey 07306-2301	Name and telephone number of the person to be contacted on matters involving this application Rubino, Gennaro (201) 795-6400
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 22-6003444	7. TYPE OF APPLICANT County
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT FY2014 Edward Byrne Memorial Justice Assistance Grant - Hudson County
12. AREAS AFFECTED BY PROJECT Hudson County, Bayonne, Hoboken, Jersey City, North Bergen, Union City and West New York	
13. PROPOSED PROJECT Start Date: October 01, 2013 End Date: September 30, 2017	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NJ13

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$288,566	
Applicant	$0	
State	$0	Program is not covered by E.O.

Local	$0	12372
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	$288,566	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

GMS APPLICATION NUMBER 2014-H3464-NJ-DJ

CONTRACT NO._____

THE STATE OF NEW JERSEY KNOW ALL BY THESE PRESENT

COUNTY OF HUDSON

INTERLOCAL AGREEMENT

BETWEEN THE MUNICIPALITY OF HOBOKEN, NJ AND COUNTY OF HUDSON, NEW JERSEY

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2014 by and between the COUNTY of Hudson acting by and through its governing body, hereinafter referred to as COUNTY, and the Municipality of Hoboken, acting by and through its governing body, hereinafter referred to as Municipality, both of Hudson County, State of New Jersey witnesseth:

WHEREAS, this Agreement is made under the authority of New Jersey Law cited as NJSA 40:8A:-1 et seq. and commonly known as the Interlocal Services Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Municipality agrees to provide COUNTY $ 0.00 from the JAG award for the 2014 Program; and

WHEREAS, the Municipality and COUNTY believe it to be in their best interest to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and Municipality agrees as follows:

Section 1.

Municipality agrees to pay COUNTY a total of $ 0.00 of JAG funds.

Section 2.

COUNTY agrees to use $16,924.00 for the JAG Program until September 30, 2017.

GMS APPLICATION NUMBER 2014-H3464-NJ-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Municipality other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services of the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

MUNICIPALITY OF HOBOKEN, NJ	COUNTY OF HUDSON, NEW JERSEY
_____	_____
Mayor - Hoboken	Deputy County Administrator
ATTEST:	ATTEST:
_____	_____
Municipal Clerk	Clerk, Board of Chosen Freeholders
_____	_____
Municipal Attorney	Donato J. Battista, County Counsel

By law, Government attorneys may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own attorney(s).

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

POST SANDY PLANNING ASSIST GRANT (PSPAG) – CY 2014

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget, and

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

WHEREAS, the City of Hoboken has received notice of an award of $100,000.00 from the Department of Community Affairs and wishes to amend its CY 2014 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director
Of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2014 in the sum of.....$100,000.00
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Post Sandy Plan (PSPAG) O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $100,000.00
Be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Post Sandy Plan (PSPAG) O/E

Other Expenses

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

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 800
TRENTON, NJ 08625-0800
(609) 292-6420

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

RECEIVED
AUG 18 2014
OFFICE OF THE MAYOR
HOBOKEN, NJ

August 12, 2014

The Honorable Dawn Zimmer
Mayor, City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Dear Mayor Zimmer:

On behalf of Governor Chris Christie and New Jersey Department of Community Affairs (DCA), I am pleased to inform you that the City of Hoboken ("Subrecipient") has been approved to receive Phase 2 "Post Sandy Planning Assistance Grants" (PSPAG) up to the total amount of $100,000. This award will provide Community Development Block Grant- Disaster Recovery (CDBG-DR) funds to prepare the following deliverables as memorialized in the Resolution dated June 18, 2014:

Grant Project	**Amount**
1. Prepare a Redevelopment Plan for the North End rehabilitation area	$50,000
2. Prepare a Redevelopment Plan for the Southwest rehabilitation area	$50,000
Total	**$100,000**

This grant award is contingent upon the City of Hoboken executing a Subrecipient Agreement with DCA that sets forth the terms and conditions for complying with program requirements, including reimbursement procedures. The PSPAG program is a reimbursement program and requests for payments must correspond to invoices for work performed.

In addition to the above, this grant award is further conditioned upon the Subrecipient following the HUD CDBG-DR procurement rules, and providing copies of said documentation to the DCA. These procurement rules are summarized and attached to this letter as Addendum 1.

If you have any questions regarding this funding, please do not hesitate to contact Carmen Valentin, Grants Administrator, in the Office of Local Planning Services at (609) 633-6877.

As New Jersey continues to recover from Superstorm Sandy's impacts, the planning that you are undertaking will identify opportunities to build local resilience and promote growth that is sustainable under hazardous conditions similar to those we experienced during and after the

storm. I would like to extend my best wishes for this most worthwhile project and look forward to hearing of its successful completion.

Sincerely,

Richard E. Constable, III
Commissioner

Addendum 1: HUD CDBG-DR Procurement Rules

Subrecipients must employ one of the following two options to procure professional services necessary to carry out this award.

Option 1

If the Subrecipient local government currently has a planning professional under contract that is a member of the American Institute of Certified Planners (A.I.C.P.) and licensed by the New Jersey Board of Professional Planners (P.P.), this planning professional may be used to carry out the scope of the Post Sandy Planning Assistance Grant Program provided that all of the following specific conditions have been met and provided to DCA's Office of Local Planning Services (LPS) for review and acceptance in advance of work being performed:

1. The contract for professional services must have been executed within the past 24 months;
2. The procurement demonstrates that the professional planner possesses A.I.C.P./P.P. credentials;
3. The scope of services for the original procurement must include services that are similar to or encompassing of those proposed to be paid for with CDBG-DR funds;
4. Price was an evaluative factor in the procurement method;
5. The municipality must submit the following documentation for LPS review:
    a. Original procurement notice (Request for Proposals or Request for Qualifications) with date and method of publication shown;
    b. A copy of the Request for Proposals or Qualifications; and
    c. A description of the selection process used.

A final determination of compliance with HUD and state procurement requirements rests solely with the staff of LPS.

Option 2

If the Subrecipient local government does not have a planning professional already under contract as described in Option 1, procurement of said professional will follow 24 CFR Part 85.36(d)(1) for contracts under $100,000 in value or will follow 24 CFR Part 85.36(d)(3) for contracts exceeding $100,0000 in value. Procurement will be by ***competitive proposals***. The following requirements apply:

Contracts under $100,000 (Small purchase procedures (24 CFR Part 85.36(d)(1)):

1. Price or rate quotations shall be obtained from an adequate number of qualified sources (typically three);
2. Subrecipients will have a method for conducting technical evaluations of the proposals received and for selecting awardees; and
3. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price, expertise of the Subrecipient and other factors considered.

Contracts over $100,000 (Procurement by competitive proposals ((24 CFR Part 85.36(d)(3)):

1. Requests for proposals will be publicized and shall identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
2. Proposals will be solicited from an adequate (typically three) number of qualified sources;
3. Subrecipients will have a method for conducting technical evaluations of the proposals received and for selecting awardees; and
4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price, expertise of the Subrecipient and other factors considered.

Introduced by
Seconded by

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN
AT A MEETING HELD ON: JUN 18 2014

CITY OF HOBOKEN
RESOLUTION NO.

AUTHORIZING THE CITY OF HOBOKEN TO APPLY FOR GRANT FUNDING FROM THE DEPARTMENT OF COMMUNITY AFFAIRS FOR POST-SANDY PLANNING ASSISTANCE GRANT FOR THE PREPARATION OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD PLANS

CITY CLERK

WHEREAS, the purpose of the Post-Sandy Planning Assistance Grant Program is to support the long range planning for community development in the municipalities and counties sustaining damage from Superstorm Sandy; and

WHEREAS, Hoboken sustained significant damage from Superstorm Sandy, as the City was inundated with storm surge of the Hudson River in both the northern and southern portions of the City; and

WHEREAS, Hoboken needs to prepare plans for areas in the northern and southern portions of the City, such plans addressing recovery challenges; and

WHEREAS, the City of Hoboken desires to apply for and obtain grant(s) from the New Jersey Department of Community Affairs for approximately $100,000.00 to:

1. Prepare a Redevelopment Plan for the designated North End rehabilitation area in the City of Hoboken ($50,000);

2. Prepare a Redevelopment Plan for the designated Southwest rehabilitation area in the City of Hoboken ($50,000).

NOW THEREFORE BE IT RESOLVED, that

1) The City Council of the City of Hoboken does hereby authorize the application for such a grant; and
2) The City Council recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also upon the receipt of the fully executed agreement from the Department, does further authorize the expenditure of the funds pursuant to the terms of the agreement between the City of Hoboken and the New Jersey Department of Community Affairs; and
3) The Mayor or her designee may execute the underlying application, and take any and all other actions necessary to effectuate this Resolution.

Meeting date: June 18, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa Longo
Corporation Counsel

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

9

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

HOBOKEN POST-SANDY COMMERCIAL REVITALIZATION PROJECT CY 2014

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget, and

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

WHEREAS, the City of Hoboken has received notice of an award of $799,455.00 from the New Jersey Economic Development Authority and wishes to amend its CY 2014 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director
Of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2014 in the sum of.....$799,455.00
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Post-Sandy Comm. Revit. O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $799,455.00
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:
Post-Sandy Comm. Revit. O/E
Other Expenses

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

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

From: Diana Butcavage [mailto:dbutcavage@njeda.com]
Sent: Monday, August 25, 2014 3:58 PM
To: Stephen Marks
Cc: Lorena Young; Stephen T. Martorana
Subject: RE: Hoboken Grant Award Notification

Stephen,

The Hoboken grant award was based on one Project submitted as the "Hoboken Post-Sandy Commercial Revitalization Project" in the Application, although it may have several tasks (1a thru 4e). Therefore the Total Project cost for the NJEDA grant is $799,455. The Total Construction Costs are $674,455, permitting $134,891 in soft costs (20%) and $67,445,50 in contingency (10%).

Best regards,
Diana

Diana C. Butcavage
Senior Construction Officer
Office of Recovery
New Jersey Economic Development Authority
36 West State Street
Trenton, NJ 08625-0990
phone: (609)858-6089
dbutcavage@njeda.com

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

December 23, 2013

Timothy J. Lizura
President & Chief Operating Officer
NJ Economic Development Authority
36 West State Street
P.O. Box 990
Trenton, New Jersey 08625

Dear Mr. Lizura:

I would like to offer my endorsement of the enclosed application to the New Jersey Economic Development Authority for funding under the Stronger NJ Streetscape Revitalization Program. The proposed streetscape and wayfinding project focuses on a mixed-use commercial corridor in the City of Hoboken that was significantly impacted by Hurricane Sandy. Our request for funding will enable the revitalization of this district while supporting the long-term economic growth and recovery of Hoboken in the wake of the storm.

Although the scope of devastation from the storm was felt throughout Hoboken, careful planning and consideration of the 1st Street Corridor Improvement Project has informed a project design centered on the most impacted mixed-use commercial area and low-moderate income population in our city. The designated corridor was one of the most affected by the storm, as flood waters of up to 7 feet caused millions of dollars of damage to local business and property owners, as well as the existing streetscape. Our request for funding reflects the need to direct resources to areas of our community where the lingering effects of Sandy continue to derail the recovery of local business. The proposed streetscape, pedestrian safety, ADA accessibility, and wayfinding improvements all support the revitalization of this area and the long-term commercial growth and sustainability of Hoboken. Further, our project includes green infrastructure improvements in the form of rain garden curb extensions that will alleviate severe flooding and mitigate future damages to this vital commercial district.

The proposed project is a great candidate for NJEDA funding through the Streetscape Revitalization Program. It provides economic benefits within a mixed-use corridor that connects low-moderate income residents to mass transit, jobs and other amenities, while improving stormwater management capabilities within a commercial area most impacted by recurring flooding. I wholeheartedly endorse this application and respectfully request for full consideration of our application for funding.

Sincerely,

Dawn Zimmer, Mayor

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
STREETSCAPE REVITALIZATION PROGRAM
PROJECT APPLICATION - CHECKLIST

1 PROJECT APPLICANT:

Local Government: City of Hoboken
Street Address: 94 Washington Street
City, State, Zip: Hoboken, NJ 07030

Contact Name: Stephen Marks, Assistant Business Administrator
Phone: 201-420-2059
Email: 201-420-2098

2 PROJECT NAME: Hoboken Post-Sandy Commercial Revitalization Project

Address: 1st Street between Bloomfield Street and Marshall Street

Lot/Block(s)

Lot	Block	Lot	Block	Lot	Block	Lot	Block	Lot	Block	Lot	Block
188	1,2, 43	34	35-36	22	3-5,7,10	21	7-11	31	1	30	1,27-29
177	1-2, 36	187	7-12	33	1-2	32	1, 28-29	19	17-24	17	22-29
34	1-4	176	7,8,10	33	32-35	20	13-19	18	20-25	29	1-4, 34

3 PROJECT DESCRIPTION:

The City of Hoboken is requesting funding from the New Jersey Economic Development Authority to complete streetscape improvements along 1st Street and design and implement a citywide wayfinding system. Proposed improvements along 1st Street include curb extensions, rain gardens, drainage relocations, bike parking, solar-powered trash and recycling compactors, benches, continental style thermoplastic crosswalk striping, ADA compliant curb ramps, daylighting posts and pedestrian safety signage. Additional project activities include the design and development of a citywide wayfinding system, complete with an informational kiosk, navigation signage and commercial district branding and signage. The proposal represents the City's efforts to revitalize a primary commerical district and advance the revitalization of Hoboken's small business community in the wake of Super Storm Sandy. Additional Lot/Blocks within the project area include: Lot 28, Blocks 1-2 and 32-34; Lot 16, Blocks 16-23; Lot 27, Blocks 1-2 and 31-33; Lot 26, Blocks 1, 4-5 and 33-35; Lot 15, Blocks 12-17; Lot 13, Blocks 4 and 14-15; Lot 25, Block 1; and, Lot 11, Blocks 1-8.

4 PROJECT FUNDING REQUEST AMT. 919,373.00 ESTIMATED TOTAL PROJECT COST $965,373.00

Will the project funding requested amount listed above provide 100% of the funding required to complete the project? YES ☐ NO ☒

Will other sources of funding in addition to the amount requested above be required to complete the project? YES ☒ NO ☐

Have you identified and secured the additional sources of funding and the amounts on the project budget submitted with this application? YES ☒ NO ☐

5 MUNICIPALITY STATUS

Was the municipality in which the proposed Project is located a community impacted by Super Storm Sandy (SSS)? (Provide Documentation) YES ☒ NO ☐

What was the estimated total dollar value of structural damage from SSS in the municipality ? (Provide Documentation) $100,000,000

What was the estimated dollar value of structural damage from SSS in the immediate vicinity of the proposed project? (Provide Documentation) $5,000,000

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
STREETSCAPE REVITALIZATION PROGRAM
PROJECT APPLICATION - CHECKLIST

Does your municipality currently meet the HUD criteria for designation as a low to moderate income community? (Provide Documentation)	YES ☐	NO ☒
Will the proposed project be completed on or before December 31, 2015?	YES ☒	NO ☐
Will the proposed project be located in a commercial or business district as designated on the current zoning map? (Provide Documentation)	YES ☒	NO ☐

6 PROJECT IMPACT

Will the proposed project increase the resiliency of the surrounding community to future storm events? (Provide Documentation)	YES ☒	NO ☐
Will the proposed project support walkable, mixed-use centers? Example: bike parking, pedestrian connections to adjacent streets and sidewalks?	YES ☒	NO ☐

7 FEDERAL AND STATE COMPLIANCE REQUIREMENTS

Please note that the municipality must comply with State and Federal requirements applicable to the Streetscape Revitalization Program. Applicants will be required to execute a sub-recipient agreement with EDA that will outline all the terms and conditions required under this program. YES ☒ NO ☐

8 VERIFICATION AND ACKNOWLEDGEMENT

I verify that I am a representative of the City of Hoboken, the municipality in which the proposed Streetscape Project is located and have been authorized to submit this application form on behalf of the municipality. I certify that the above information is correct and that the statements made herein are true and correct to the best of my knowledge. I understand that this application form may be disqualified if it does not contain all required information. I understand that all materials submitted as part of this application package are subject to disclosure. I acknowledge and agree that the EDA has no obligation and retains the discretion to approve or disapprove this project application and retains the discretion to fund or not to fund the project described herein. I acknowledge and agree that the EDA's receipt of the application does not imply a commitment to provide funding for the project.

Signature: _____ Name (print) Stephen Marks

Title: Assistant Business Administrator Date: 12/30/13

9 **SUBMITTALS - Please email a complete and signed copy of this form to streetscape@njeda.com. All other project documents must be submitted electronically to NJEDA. An email address and password will be provided to each applicant.**

Any questions regarding the Streetscape Revitalization Program may be directed in writing by e-mail to:
streetscape@njeda.com

NJEDA STREETSCAPE REVITALIZATION PROGRAM
Project Grant Application Submittal Checklist

ITEM		DESCRIPTION	INCLUDED
1		Project Application letter - The project grant application must include an application letter from the municipality signed by Mayor or municipal executive endorsing the project grant application.	✓
2		Completed Project Application - The project grant application must include a completed project application downloaded from the EDA webpage.	✓
3	A	Project Narrative - The applicant must include a project narrative which will provide an outline of the goals of the project, the available resources, and describe in detail how upon completion the project will achieve the stated goals and enhance the neighborhood and community at large. The narrative should include details to support answers to all of the requirements on the checklist and application.	✓
	B	The project narrative should also include a description of the municipality's past experience in completing community development projects of a similar size and complexity.	✓
	C	The project narrative shall describe how the community was impacted by Super Storm Sandy, how or/if the proposed project area was directly impacted by Super Storm Sandy and identify and highlight any flood mitigation or resiliency aspects of the proposed project.	✓
	D	In accordance with federal guidelines one of the goals of the Streetscape Revitalization Program is to assist low to moderate income communities impacted by Super Storm Sandy. The project narrative should address how it will achieve this goal and provide positive impacts to the municipality such as increasing the "quality of life" or contribute to neighborhood stability and preservation, while supporting the recovery of the community at large.	✓
	E	Applications that include private ownership must include letters of support from the private parties that indicate that they will grant rights of access and comply with the requirements of the program.	✓
4		Project Location Map - The submittal must include a project location map(s) at scale such that it shows the limits of the project area and the municipal boundaries. The map should delineate that the project area is located in an existing commercial, residential retail or mixed use district.	✓
5		Community FEMA Flood Insurance Rate Map (FIRM) - The project submittal must include a copy of the current FIRM with the project limits delineated on the applicable FIRM panel Map(s).	✓
6		Project Plan(s) - The project submittal must include plan(s) showing the proposed project limits, detailed drawings showing the proposed scope of improvements to be constructed. The plan should also describe in detail the existing conditions using site photos, aerials and other resources.	✓
7		Project Budget - The project submittal must include a budget showing the breakdown of the sources and uses of funds for the proposed project. The budget should include estimated design, construction and administrative costs required to complete the project. The budget shall include all other sources of public and private funds including federal funds if applicable.	✓
8		Project Schedule - The project submittal must include a schedule showing the start date, critical milestones and anticipated time durations for required design and construction tasks and the project completion date.	✓
9		Project Team - The project submittal must identify key project team members including municipal officials and staff, professional consultants and contractors who will be providing services to complete the project. If consultants or contractors have been hired for this project, please provide method of procurement.	✓
10		Environmental Review - The project submittal must indicate if a federal environmental review has been completed for the project area.	✓
11		Employment Impact - The project submittal must include an estimate of the number of full-time permanent jobs and part-time permanent jobs that will be created by the project. If none, indicate -0-.	✓
12		Submittal Package - The applicant must complete and sign a copy of the application form and email a pdf to streetscape@njeda.com. All other project documents must be submitted electronically to NJEDA. An email address and password will be provided to each applicant.	✓

**The application will not be deemed complete until all required documentation has been received and reviewed for completeness by EDA staff.

City of Hoboken – Stronger NJ Streetscape Application
Hoboken Post-Sandy Commercial Revitalization Project

Project Overview

The City of Hoboken is requesting financial assistance from the New Jersey Economic Development Authority through the Stronger NJ Streetscape Revitalization Program to complete the Hoboken Post-Sandy Commercial Revitalization Project. The project includes streetscape improvements to the mixed-use 1st Street commercial corridor and the implementation of a citywide wayfinding system to direct consumers to commercial destinations, including 1st Street.

One of the most Sandy-impacted areas of the City was 1st Street, a 0.8 mile corridor spanning from Bloomfield Street to Marshall Drive. This mixed-use corridor was flooded with more than 6 feet of water during Super Storm Sandy, resulting in significant financial losses to local business as well as damages to the existing streetscape. Within the 1st Street corridor, the proposed streetscape enhancements to be completed through this project include curb bump-outs, drainage relocations, bike parking, benches, crosswalk striping, ADA curb ramps, daylighting posts and pedestrian safety signage, solar-powered trash and recycling compactors, and rain garden curb extensions. The completed project will enhance the 1st Street commercial district through these various streetscape and green infrastructure improvements that increase stormwater management capacity, build flood resiliency and promote the sustainability of business activity during future severe weather events. The project will also engage residents and business owners in visioning activities to implement wayfinding solutions such as an informational kiosk, directional signage, and branded street banners along 1st Street to improve visibility and enhance commercial activity throughout the entire City. The streetscape and wayfinding improvements will be implemented concurrently and reestablish the overall appeal of Hoboken and 1st Street as a commercial destination in the wake of Super Storm Sandy.

The targeted section of 1st Street is a mixed-use commercial district that connects residents of South and Southwest Hoboken with mass transit. This area of town is home to a disproportionate number of low-moderate income households, primarily due to the situation of affordable and seniors housing complexes on 1st Street, Harrison Street, and Observer Highway. The corridor links commuters, HOP shuttle bus riders, and public and senior housing residents to Hoboken Terminal, the most heavily trafficked transit hub in New Jersey. Via Hoboken Terminal, more than 80,000 daily commuters access multi-modal mass transit options including NJ Transit Commuter Rail, Hudson-Bergen Light Rail, PATH Subway Trains, NJ Transit Bus, NY Waterway Ferry and the Hoboken HOP Shuttle Bus Service. Local businesses benefit from steady morning and afternoon foot traffic as commuters travel to and from the transit hub.

The proposed streetscape improvements will make the corridor more accessible and appealing to consumers by revitalizing damaged infrastructure and enticing increased foot and bicycle traffic. The improvements will have a long-term economic impact by investing resources to rebuild 1st Street into a vibrant, mixed-use commercial corridor. Green infrastructure improvements will improve stormwater management capacity and alleviate the severity of flooding that threatens the sustainability and resiliency of the 1st Street business community. Businesses located within the corridor will benefit from the safety, visibility and accessibility improvements as they look to recover financial losses resulting from the storm. The project will also support low/mod job preservation by helping small businesses recover in the wake of the storm and retain employees receiving hourly wages. Additionally, the improvements will expand narrow sidewalks that limit

accessibility, provide more space within clear zones for streetscape amenities and improve pedestrian safety.

The number of final design elements to be completed for the streetscape is contingent upon the amount of funding awarded. However, the proposed scope of work for streetscape enhancements includes:

- ADA compliant curb ramps at intersections along 1st Street to improve accessibility and safety for individuals with disabilities;
- Installation of curb extensions throughout the corridor to calm traffic and provide a clear zone for streetscape features;
- Placement of street furniture to enhance the streetscape and contribute to street life and pedestrian activity;
- Placement of solar-powered trash and recycling receptacles to improve cleanliness and aesthetics, due the large volume of trash generated;
- Installation of bike parking facilities (bike racks and bike corrals) along 1st Street to enhance bicycle accessibility and safety;
- Construction of rain gardens to improve stormwater management through green infrastructure improvements;
- Relocation of stormwater drains, consistent with the installation of curb extensions and rain gardens;
- Continental-style high visibility thermoplastic crosswalk striping to improve pedestrian safety and visibility;
- Installation of daylighting posts (vertical delineators within intersection clear zones) to improve driver sight lines and pedestrian visibility;
- Replacement of street trees and gates that were damaged by Super Storm Sandy; and,
- Pedestrian safety signage (e.g., "Stop for Pedestrians") to calm traffic and make the corridor safer for the anticipated increase in foot and bicycle traffic.

In addition to the proposed streetscape improvements along 1st Street, the City of Hoboken is requesting funding to engage residents and other stakeholders in a community visioning process to develop a citywide wayfinding system. The goal of this project activity is to improve the visibility and accessibility of all of Hoboken's commercial districts, including 1st Street. The request includes funds for planning, outreach and design of a citywide wayfinding system, implementation of wayfinding signage and gateways, and design and installation of an informational kiosk to direct consumer traffic to commercial destinations. Additionally, funds will support the installation of street pole banners along 1st Street to enhance brand identity of the district and encourage increased commercial activity. While the City has completed the initial steps to implement a citywide wayfinding system, the current status of the project requires public involvement in order to finalize designs that are compatible with Hoboken's existing business activity while supporting future economic growth and sustainability. Final design specifications will be made with the assistance of a qualified planning and design firm and completed in accordance with the proposed budget for this project component.

The scope of work for the proposed wayfinding improvements includes:

- Contractual agreement with a qualified planning and design firm to engage community members and stakeholders in a comprehensive visioning process for wayfinding signage and kiosk design;
- Development of citywide wayfinding system to direct pedestrians to 1st Street corridor and other commercial destinations (including Washington Street and parks located on the Hudson River waterfront and Hoboken interior) and key attractions throughout Hoboken; and,
- Installation of one (1) wayfinding kiosk to drive foot traffic into primary commercial districts and other locations throughout Hoboken.

The wayfinding system will promote a pedestrian-friendly environment, enhance navigability, encourage the use of public transit, and direct foot traffic to commercial destinations throughout Hoboken. The wayfinding system will include at least twenty (20) permanent signage locations to assist pedestrians, cyclists and motor vehicles to navigate, both quickly and safely, the City of Hoboken.

The streetscape and wayfinding project is consistent with ongoing initiatives to build resiliency and improve the sustainability of Hoboken's economy. Planned green infrastructure improvements within the area will help mitigate flooding and better manage stormwater runoff, reducing future losses to local businesses. Streetscape enhancements will improve pedestrian and cyclist safety while making for a more pleasing and welcoming commercial environment along 1st Street. Additionally, wayfinding will support Hoboken's long-term economic recovery by making the City more navigable and accessible to all individuals.

An environmental review has not been completed for the project area. The City of Hoboken will adhere to all requirements set forth by the NJEDA to ensure an environmental review is completed prior to the commencement of project activities.

Project Goals

The investment of NJEDA funds will support local businesses citywide and revitalize the mixed-use 1st Street corridor through targeted streetscape improvements in the wake of Super Storm Sandy and to make Hoboken more accessible and navigable to all individuals. Additional project goals include:

- Enhance access and visibility of commercial districts to foster long-term economic sustainability;
- Provide more sidewalk space within clear zones for streetscape amenities to support and encourage pedestrians and cyclists patronizing local businesses;
- Improve pedestrian safety within commercial districts that experience high volume daily foot traffic;
- Connect residents and visitors to key commercial districts by improving wayfinding and the delivery of information to the public;
- Support low/mod job preservation by building the resiliency and sustainability of local small businesses;

- Create space within clear zones to allow for streetscape improvements that welcome consumers to primary commercial districts;
- Provide green infrastructure improvements to increase stormwater management capacity along 1st Street;
- Provide cost-effective, sustainable solutions for reducing litter and making commercial districts more appealing;
- Place banners along 1st Street to strengthen identity of the corridor;
- Design and install an informational kiosk with business directory that helps consumers reach local businesses; and,
- Improve pedestrian safety and comfort at intersections along 1st Street.

Available Resources

As a result of Super Storm Sandy, the City of Hoboken has minimal resources available to contribute to this streetscape and wayfinding project. Community priorities such as improving stormwater management capacity, increasing green infrastructure and other initiatives to alleviate flooding and improve resiliency have been prioritized as the City recovers. However, the City has made an effort to re-appropriate funding and/or leverage existing resources to ensure 100% funding and completion of the proposed streetscape improvements, recognizing the importance of the 1st Street corridor to the citywide economy and the value of the project in revitalizing economic activity in the wake of the storm. The City will redirect planned investments in streetscape improvements elsewhere in Hoboken, including solar-powered trash and recycling compactors and wayfinding networks, to contribute financial resources to the attainment of the project goals. Additionally, previously completed planning endeavors, including the Green Infrastructure Strategic Plan and the Wayfinding Strategic Plan, will serve as the baseline for project design and implementation and will help to ensure the project is consistent with ongoing efforts to revitalize the entire community in the wake of Super Storm Sandy.

As a result of the citywide recovery effort, already limited financial resources have been directed towards projects that alleviate flooding including green infrastructure improvements, hazard mitigation initiatives and planning endeavors to achieve resiliency. The results of these planning efforts will support various improvements to strengthen the 1st Street corridor. However, the City is providing funding equal to 5% of the total project cost to help complete the wayfinding activities and portions of the streetscape improvements.

How the Project will Achieve Stated Goals

The damages from Hurricane Sandy to the mixed-use 1st Street Corridor were extensive. As a result of the storm surge that breached the Hoboken waterfront, flood waters of up to 6 feet covered more than 70% of the City. The low elevation and impermeability of 1st Street resulted in significant damage to the existing streetscape and local business community. Businesses on 1st Street reported revenue losses of up to 75%, which continues to impact their future within the corridor and in Hoboken. As a result, the City's proposed improvements to the streetscape along 1st Street and design implementation of a wayfinding system are vital undertakings that support the long-term economic growth and recovery of Hoboken's most affected commercial areas.

Increasing and sustaining daily foot traffic is critical to the survival of small businesses within the 1st Street corridor. The proposed streetscape improvements include ADA compliant curb ramps, curb extensions, crosswalk striping, green infrastructure improvements, eco-friendly trash and recycling receptacles and other improvements. Together, these improvements will enhance the visibility, safety and accessibility of the 1st Street commercial district while directing foot traffic throughout the corridor and to other commercial locations in Hoboken. ADA compliant curb ramps and curb extensions will improve pedestrian safety and increase clear zone space for streetscape amenities, such as benches, street trees, transit shelters and trash receptacles. High visibility crosswalk striping and daylighted corners will make for safer pedestrian crossings, increase visibility for motorists, and help calm traffic throughout the corridor, making it more appealing to consumer foot traffic. When completed, these streetscape improvements will make 1st Street a safer and more complete street that is an inviting and accommodating venue for pedestrians, cyclists, transit users, and motorists patronizing small businesses within the corridor.

Furthermore, the resiliency to future severe weather is a primary concern amongst 1st Street business owners. As detailed in the City's Green Infrastructure Strategic Plan, the soil within the targeted mixed-use area of 1st Street is predominantly impervious and not suitable to retaining stormwater. Best management practices suggested in the plan call for rain gardens to better capture runoff and recycle water into the City's natural systems. This green infrastructure solution is best suited to maximize the capture of rainwater and contribute to the overall flood resiliency of the City, and the 1st Street corridor in particular. Further, the improvements support the long-term sustainability of the proposed streetscape improvements by alleviating future flooding and minimizing damages to sidewalks, streetscape amenities, pedestrian safety features and other proposed enhancements.

The project also supports the long-term recovery of Hoboken's local business community by providing resources that connect consumers with commercial destinations throughout the City, including 1st Street. The design and installation of wayfinding signage and an informational kiosk will help direct both visitors and residents to commercial districts, popular destinations, parks and open space, and other community assets throughout Hoboken. Consumers will be encouraged to travel via mass transit when returning to Hoboken, knowing the ease of walking the city and accessing commercial districts and other destinations is supported by reliable wayfinding infrastructure. Additionally, branded street pole banners along 1st Street will help create an identity for this important commercial district where no such identity has previously existed. This activity will promote 1st Street as an essential destination for Hoboken visitors and residents alike, encouraging them to visit the mixed-use corridor for a pleasant shopping, walking and/or cycling experience.

Past Performance and Experience with Similar Projects

As a densely populated urban hub, the City of Hoboken has considerable and recent experience in designing and implementing projects on a similar scale and complexity to the proposed improvements along 1st Street. These projects include streetscape improvements, pedestrian safety enhancements, green infrastructure solutions, and other attempts to support sustainable

economic growth and local business activity by improving accessibility and visibility of primary commercial districts. Some project examples include:

- The installation of rain garden curb extensions, supported by funding from Sustainable Jersey, to provide green infrastructure improvements that increase the City's stormwater management capacity. The completed design for this pilot project will serve as a template for rain gardens along 1st Street. Additionally, the City's Green Infrastructure Strategic Plan completed in 2013 will support the design of green infrastructure improvements along 1st Street.
- The Newark Street Complete Street Redesign Project, funded by grants from the New Jersey Department of Transportation and County of Hudson, to enhance the walkability and streetscape within a main commercial corridor linking thousands of commuters to multi-modal transit.
- Hudson Place Pedestrian Safety Improvements, supported by federal funds, which included the replacement of sidewalks, expansion of sidewalk widths, installation of curb extensions at corners to reduce crossing distances, the placement of dozens of bicycle racks adjacent to the taxi stand, benches for seating, and other streetscape amenities.
- Improvements along the South Waterfront, including pruning of all trees and bushes, resetting of all streetscape pavers, replenishing gravel areas, planting new flowers and shrubs, repairing irrigation lines, and installing of solar-powered trash and recycling compactors.
- Observer Highway Safety Redesign, a design project to enhance pedestrian and bicycle safety that, when implemented, will include a complete streets redesign with bump outs, a two-way protected bike lane, and new traffic signals.
- Green Infrastructure Strategic Plan, completed in partnership with NJTransit and Together North Jersey, which included a comprehensive study of Hoboken's stormwater management infrastructure and developed Best Management Practices for using green infrastructure to alleviate severe flooding throughout Hoboken. The product of these efforts is the guiding document for the green infrastructure improvements proposed for the 1st Street corridor.

Impacts of Super Storm Sandy

Due to Hoboken's situation along the Hudson River waterfront, the community was one of New Jersey's most impacted during Super Storm Sandy. Historical flood vulnerability, limited open space, antiquated storm water management infrastructure, population density (4th nationally) and other factors contributed to the severity of damage caused by the storm. Although prone to flooding, unprecedented storm surge levels crippled Hoboken's heavily-trafficked transportation infrastructure, stranded residents in their homes for extended periods of time, destroyed personal and public property and intensified public health hazards. More than 70% of the City was flooded and over 90% of residents and business owners were without power for up to 10 days. The storm also brought commercial activity to an abrupt halt, collectively costing business owners millions of dollars in revenue. Full functionality of the multi-modal mass transit system took months to restore and many businesses are still recovering from physical damages and financial losses. Additionally, due to the topographical situation and low elevation of the 1st Street corridor, the targeted project area was the most affected commercial district in the City.

City of Hoboken – Stronger NJ Streetscape Application
Hoboken Post-Sandy Commercial Revitalization Project

During Super Storm Sandy an estimated 500 million gallons of water from the Hudson River breached Hoboken's shoreline and flooded the central and western portions of the city. Waterfront piers, walkways, roads, parks and buildings were inundated with brackish water. Significant damage occurred at the very southeastern portion of the city at Lackawanna Terminal, the nexus of NJTransit heavy rail, the Hudson Bergen Light Rail, the NJTransit Bus Terminal, Port Authority of NY&NJ PATH station, and NY Waterways Ferry terminal.

The loss of electricity disabled the North Hudson Sewage Authority, which operates the combined sewer system throughout Hoboken. A recently installed flood pump (50,000,000 gallons/day) located at the intersection of Observer Highway and Washington Street, was rendered inoperable, until alternative power could be provided. Flood waters were unable to recede due to low topography (+/- 5' above sea level) throughout the western portion of the city, and a combined sewer system with outfalls below mean high tide. Because of Hoboken's high urban density, many multi-story attached buildings with adjoining basements could not be pumped out until flood waters receded. This led to occupant entrapment, isolation and standing water in many buildings within Hoboken.

Of seven roadway access points into the city, only the 14th Street Viaduct remained relatively accessible to vehicles immediately following the storm surge. All mass transit was out of service. The loss of power and transit effectively reduced Hoboken to its pre-development state as an island alongside the Hudson River. Thousands of residents were unable to evacuate following the storm and tens of thousands of commuters were unable to maintain their daily commute to/from NYC. Over 21,000 homes and businesses in the city lost electrical power, representing over 90% of the city. Critical community facilities were flooded and severely damaged, including the Hoboken University Medical Center, the North Hudson Sewerage Authority's sewage treatment plant, three out of four Hoboken's Fire Houses, the Ambulance Corps, the City's Department of Public Works garage and the City's Multi-Service Center, which houses public health, social service, nutritional and recreation programs for children, seniors, the disabled and low income residents. Many public housing buildings were flooded leaving thousands of residents without potable water or power. All 3 PSE&G substations were flooded and rendered inoperable for over 10 days.

In all, it is estimated that Hurricane Sandy caused more than $100 million in property damages to over 1,750 ground level households and businesses which were flooded and over 1,000 private automobiles and vehicles which were destroyed. It took nearly 5 days for the waters to recede throughout the city and 7 to 10 days for power and gas to be restored to most areas of the city. Thousands of electrical subpanels and gas meters in residential and commercial buildings were damaged by flood waters and needed to be replaced.

Significant transit related disruptions occurred immediately after the storm. PATH service disruptions lasted into December, as new equipment was fabricated to replace century old technology. Losing transit access throughout New Jersey, and across the Hudson River had a significant effect on the economies of both NY and NJ. Businesses have struggled to deal with the compounded costs associated with facility repairs, inventory loss, loss of foot traffic and loss of business immediately following the storm.

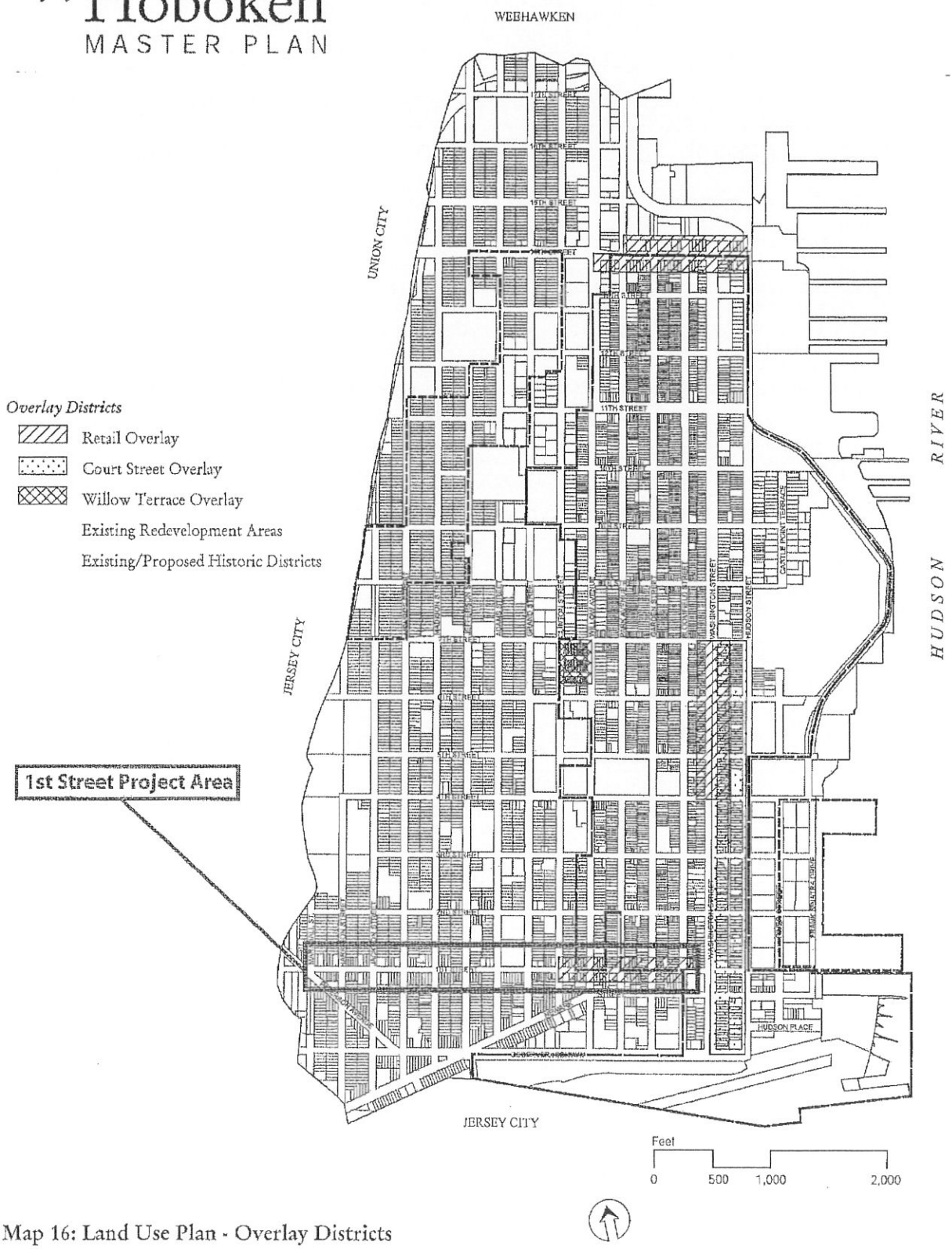
The impacts of Super Storm Sandy were adversely felt within the mixed-use 1st Street corridor, where low-elevations influenced the rapid flow of storm surge through the neighborhood. Many business owners lost their entire inventory or experienced costly damages to their supplies and equipment. In addition to physical losses, business owners on 1st Street reported drops in sales of 25 percent to 70 percent. The proximity of the corridor to Hoboken Terminal makes it a main thoroughfare for commuter foot traffic, particularly for the 30,000 commuters who utilize the PATH Train Service on a daily basis. As PATH service via Hoboken Terminal was not fully restored until March 2013 (5 months after the storm), the drop in daily foot traffic had a significant impact on local businesses.

Since Super Storm Sandy, Hoboken has made numerous efforts to build resiliency, strengthen local business sustainability and mitigate future floods. The City has worked with FEMA, the Army Corps of Engineers, the Rockefeller Foundation, the County of Hudson, the North Hudson Sewerage Authority and Together North Jersey to piece together a coordinated strategy for long-term recovery. Federal, state, local and foundation resources have been invested into various projects that aim to reinforce existing infrastructure, introduce new stormwater management resources, and support local businesses. The City has leveraged federal funding to develop a Green Infrastructure Strategic Plan that details Best Management Practices for improving stormwater retention and minimizing CSOs to an overtaxed sewer system. Together, these projects represent a coordinated effort to improve stormwater management and mitigate flooding, thereby fostering stronger and more sustainable economic vitality throughout Hoboken.

Low-Moderate Income Impact

The project improves accessibility to employment opportunities, mass transit choices and open space for low-moderate income populations. Streetscape enhancements will enhance connectivity between the historically low-moderate income neighborhoods in south and southwest Hoboken and Hoboken Terminal via the mixed use commercial district along 1st Street. Low-mod populations will have safe and convenient access to multi-modal transit options which support greater employment outcomes by linking residents with commercial centers. Strengthening the local business community along 1st Street also supports low-mod job retention by encouraging businesses to build off of the streetscape investments and reinvest in their own establishment. By attracting more consumer foot traffic into this commercial corridor, the streetscape enhancements will provide more opportunities for low-mod job creation and retention within the 1st Street business community.

The project also has a benefit for presumed low-mod populations, specifically seniors and individuals with disabilities. ADA compliant curb ramps will be installed at all intersections along 1st Street, allowing individuals with disabilities to safely access and navigate the mixed-use corridor. These residents will also benefit from enhanced accessibility to Hoboken Terminal via 1st Street and employment opportunities within the commercial district.



Map 16: Land Use Plan - Overlay Districts

DRAFT

1st Street Retail Overlay Zone

NJEDA Streetscape Revitalization Program (2013)

December 20, 2013
City of Hoboken
Department of Transportation and Parking

LISTING OF COMMUNITIES

COMMUNITY NAME	COMMUNITY NUMBER	INCLUDED ON PANELS	INITIAL FIRM DATE	MOST RECENT FIRM PANEL DATE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

* NOT IN SPECIAL FLOOD HAZARD AREA
** PANEL NOT PRINTED

MAP REPOSITORIES

(Maps are kept for reference only, not distribution)

BAYONNE, CITY OF:
Bayonne City Hall
630 Avenue C
Bayonne, New Jersey 07002

EAST NEWARK, BOROUGH OF:
East Newark Borough Hall
34 Sidney Avenue
East Newark, New Jersey 07029

GUTTENBERG, TOWN OF:
Guttenberg Town Building Department
6830 Park Avenue
Guttenberg, New Jersey 07093

HARRISON, TOWN OF:
Harrison Town Hall
318 Harrison Avenue
Harrison, New Jersey 07029

HOBOKEN, CITY OF:
Hoboken City Hall
94 Washington Street
Hoboken, New Jersey 07030

JERSEY CITY, CITY OF:
City of Jersey City Hall
280 Grove Street
Jersey City, New Jersey 07302

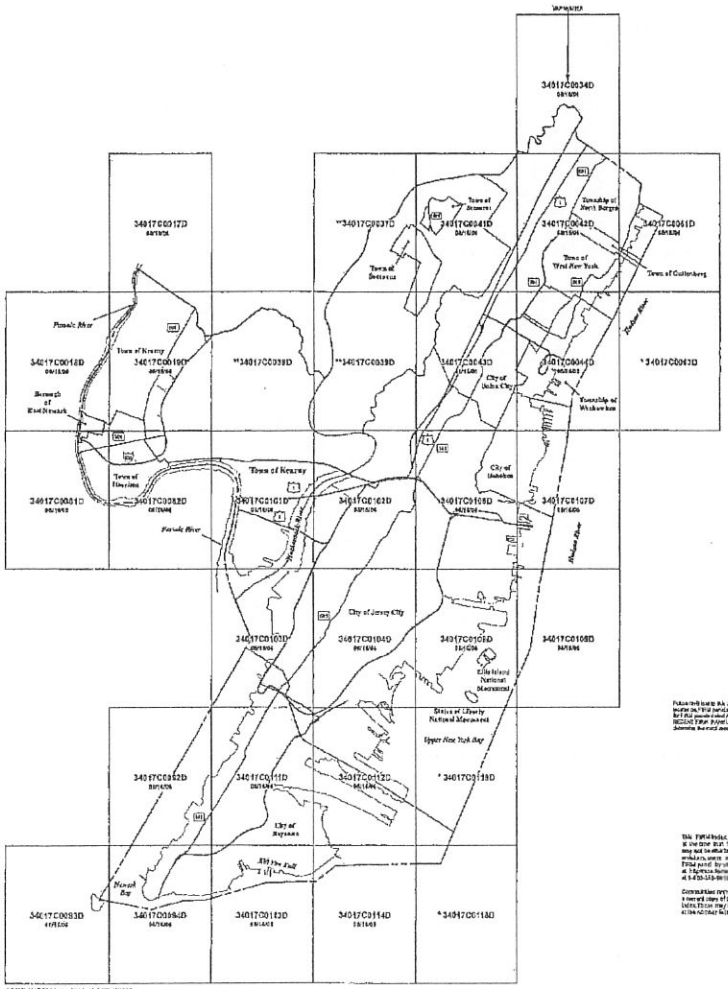
KEARNY, TOWN OF:
Kearny Town Annex Building
402 Kearny Avenue
Kearny, New Jersey 07032

NORTH BERGEN, TOWNSHIP OF:
North Bergen Township Building Department
4233 Kennedy Boulevard
North Bergen, New Jersey 07047

SECAUCUS, TOWN OF:
Secaucus Town Hall
1203 Paterson Plank Road
Secaucus, New Jersey 07094

WEEHAWKEN, TOWNSHIP OF:
Weehawken Township Building Department
400 Park Avenue
Weehawken, New Jersey 07087

WEST NEW YORK, TOWN OF:
West New York Town Hall
428 60th Street
West New York, New Jersey 07093



NOTE TO USERS

[illegible]

MAP DATES

[illegible]

MAP INDEX

FIRM

FLOOD INSURANCE RATE MAP

HUDSON COUNTY, NEW JERSEY
(ALL JURISDICTIONS)

(SEE LISTING OF COMMUNITIES TABLE)

MAP INDEX

PANELS PRINTED: 17, 19, 20, 41, 42, 51, 61, 91, 92, 93, 94, 95, 101, 102, 103, 104, 106, 107, 108, 109, 111, 112, 113, 114

MAP NUMBER
34017C0000A

EFFECTIVE DATE
AUGUST 18, 2006

Federal Emergency Management Agency

NOTES TO USERS

[illegible]

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data within Volume 1 of Hudson County, New Jersey (All Jurisdictions) [illegible] Base Flood Elevations shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of administering flood insurance requirements.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Elevations tables should be used for construction and/or floodplain management purposes when they are higher than those shown on the FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

This publication uses the geographic coordinate system of the 1983 North American Datum (NAD83). The horizontal datum was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or Grids these zones used in the production of FIRMs for adjacent jurisdictions may result in slight location of boundaries in map overlay across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be converted to National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, use the National Geodetic Survey website at www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, MD 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its World Wide Web home page at www.ngs.noaa.gov.

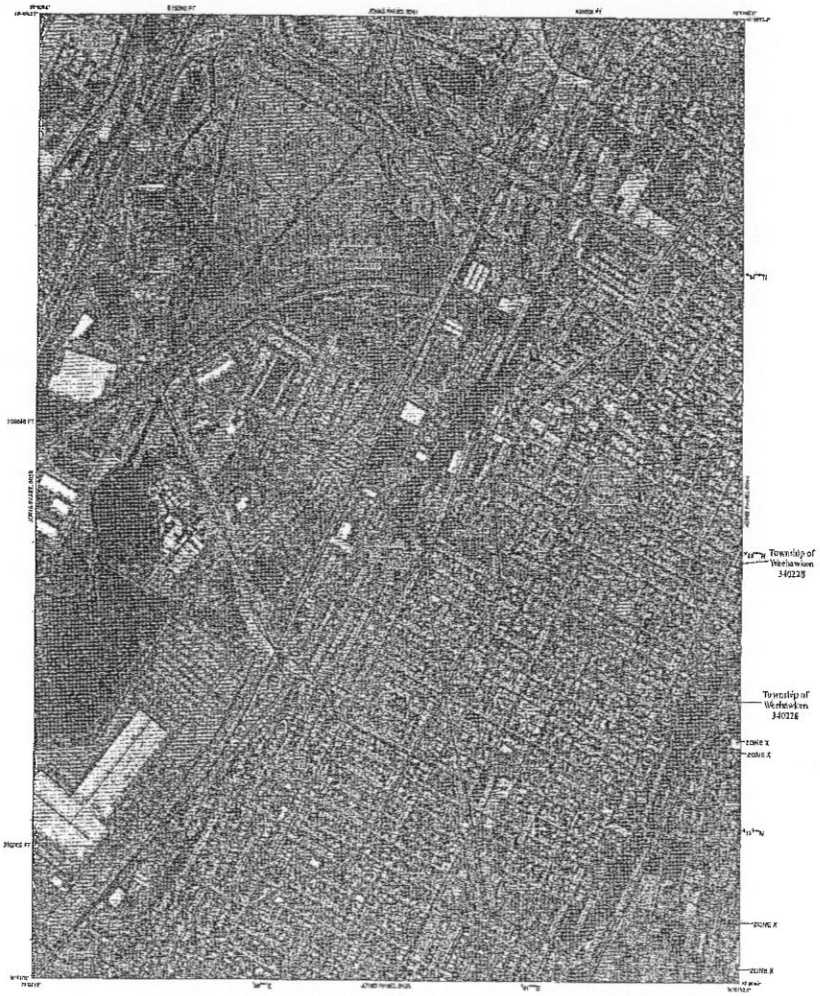
Base map information shown on this FIRM was provided in digital format by the State of New Jersey Office of Information Technology. This information was derived from digital orthophotos produced at a scale of 1:2400 (1 inch = 200 feet) using photography dated April 2002.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to the annexation or de-annexation may have occurred after this map was published, user users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels; community map repository addresses; and a listing of Communities Participating in the National Flood Insurance Program (NFIP) for each community as well as a listing of the panels on which each community is located.

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at www.msc.fema.gov.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

[illegible]

NO ELEVATION AREAS IN ZONE AE

OTHER FLOOD AREAS

OTHER AREAS

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPA)

[illegible]

MAP SCALE 1" = 250'

PANEL 0043D

FIRM
FLOOD INSURANCE RATE MAP

HUDSON COUNTY, NEW JERSEY (ALL JURISDICTIONS)

PANEL 43 OF 110

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	NUMBER	PANEL	SUFFIX
[illegible]	[illegible]	[illegible]	[illegible]

MAP NUMBER
34017C0043D

EFFECTIVE DATE
AUGUST 16, 2006

Federal Emergency Management Agency

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data tables contained in Hudson County, New Jersey (All Jurisdictions) Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of compliance with flood plain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Inland from the coast, the boundaries of the zones that contain Base Flood Elevations are based on interpolation between adjacent Base Flood Elevations. Base Flood Elevations shown on this map may be used for construction under flood hazard management programs when they are higher than the elevations specified by the FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were located on Flood Insurance Rate Maps (FIRMs) with reference to the horizontal datum of the National Spatial Reference System (NSRS). Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was New Jersey State Plane coordinates, NAD 83. The horizontal datum was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional discrepancies in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the Federal Emergency Management Agency at the address below.

Geodetic Reference Station Contact:
National Geodetic Survey NOAA
Silver Spring Metro Center
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the State of New Jersey Office of Homeland Security. This information was derived from digital orthophoto imagery at a scale of 1:2,400 with a ground pixel resolution of 1 meter. Imagery dated April 2006.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials with current corporate limit information.

Please refer to the Community Status Book for a list of all communities in the county, including the name of each community, community number, initial FIRM date, and current map panel number. Copies of Community Status Book containing National Flood Insurance Program data for each community as well as a listing of the panels on which each community is located.

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be contacted by Fax at 1-800-358-9620 and its website at http://www.msc.fema.gov.

If you have questions about this map or questions concerning the National Flood Insurance Program in general please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The area of special flood hazard includes all zones that have been added to this map at a date subsequent to the date of the first FIRM for this community. The Zones Key Report Accompanying the Flood Insurance Study report for this jurisdiction lists all Zones of Special Flood Hazard included on the FIRM, and lists the FIRM panels in which the Zones are located.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Zone that formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE A99 Area to be protected from the 1% annual chance flood by a federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a river or other flood hazard area plus adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from the flood of annual chance.

OTHER AREAS

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHER NATIONAL PROTECTED AREAS (OPAs)

CBRS AND OPA AREAS ARE DELINEATED ON THE FIRM MAP AS LOCKED LINES.

River, stream, or other boundary

Water feature

Rivers and streams

Coastal Barrier Resources System (CBRS) area

Otherwise Protected Area (OPA)

Boundary dividing Special Flood Hazard Areas (Zones A and Zones V), Areas of Minimal Flood Hazard, Areas in Floodway Area, Flood Hazard, and Areas in Floodway.

Cross section line

23 Transect line

97°07'45", 32°22'30" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

4275000 FT Western Hemisphere Transverse Mercator grid values, zone 18

DX5510 × Survey control point

× M1.5 Benchmark

CITY OF HOBOKEN
PROTECTED BY FLOOD WALL
UNDER CONSTRUCTION
AS OF JULY 1, 2006
EFFECTIVE DATE OF PROTECTION FOR FLOODING

MAP SCALE 1" = 500'

500 0 500 1000 FEET

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

PANEL 0160D

FIRM
FLOOD INSURANCE RATE MAP

HUDSON COUNTY,
NEW JERSEY
(ALL JURISDICTIONS)

PANEL 160 OF 416

(THIS MAP INCLUDES 100 PANELS, 1 ATLAS)

COMMUNITY NUMBER | PANEL NUMBER | SUFFIX
HOBOKEN, CITY OF | 340170 | 0160 | D
JERSEY CITY, CITY OF | 340180 | 0160 | D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
34017C0160D

EFFECTIVE DATE
AUGUST 16, 2006

Federal Emergency Management Agency

NOTES TO USERS

[illegible]

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

[illegible]

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

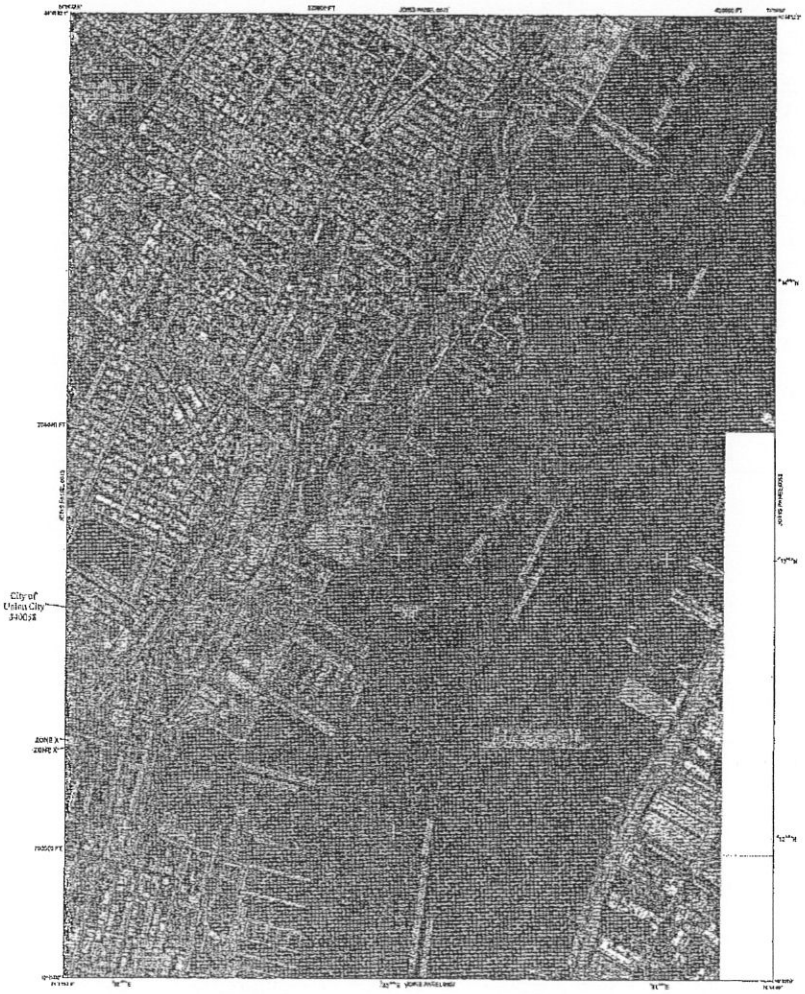
OTHER AREAS

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

[illegible]

MAP SCALE 1" = 500'



PANEL 0044D

FIRM

FLOOD INSURANCE RATE MAP

HUDSON COUNTY,
NEW JERSEY
(ALL JURISDICTIONS)

PANEL 44 OF 116

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	NUMBER	PANEL	SUFFIX
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

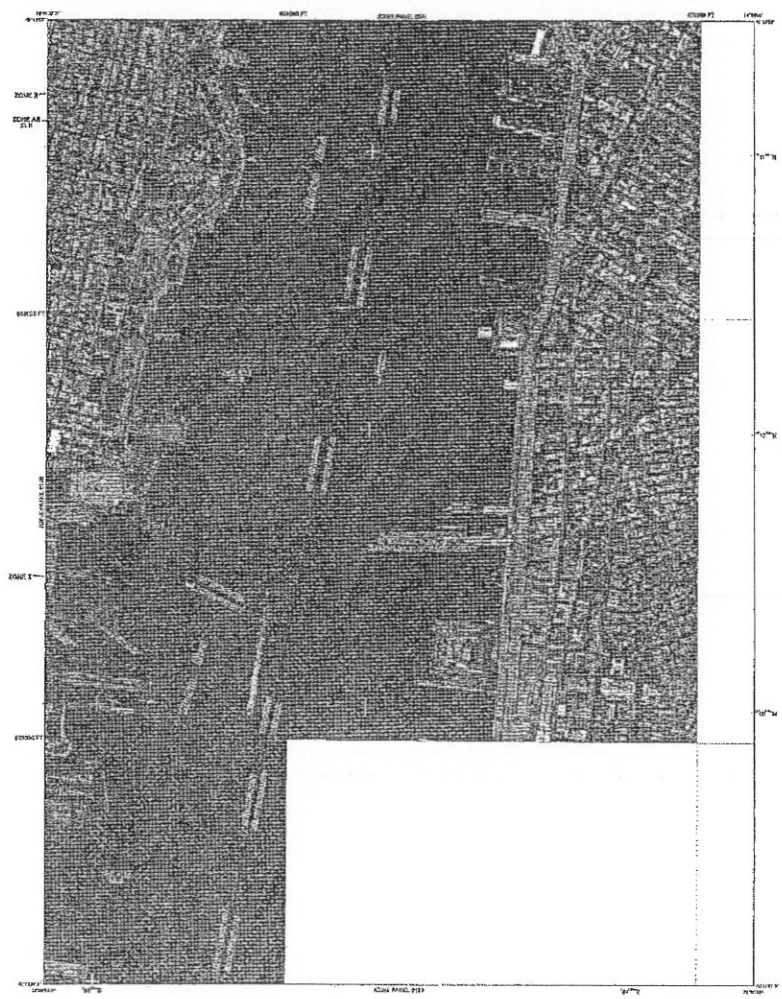
MAP NUMBER
34017C0044D

EFFECTIVE DATE
AUGUST 16, 2006

Federal Emergency Management Agency

NOTES TO USERS

[illegible]



LEGEND

[illegible]

PANEL 0107

FIRM

FLOOD INSURANCE RATE MAP

HUDSON COUNTY,
NEW JERSEY
(ALL JURISDICTIONS)

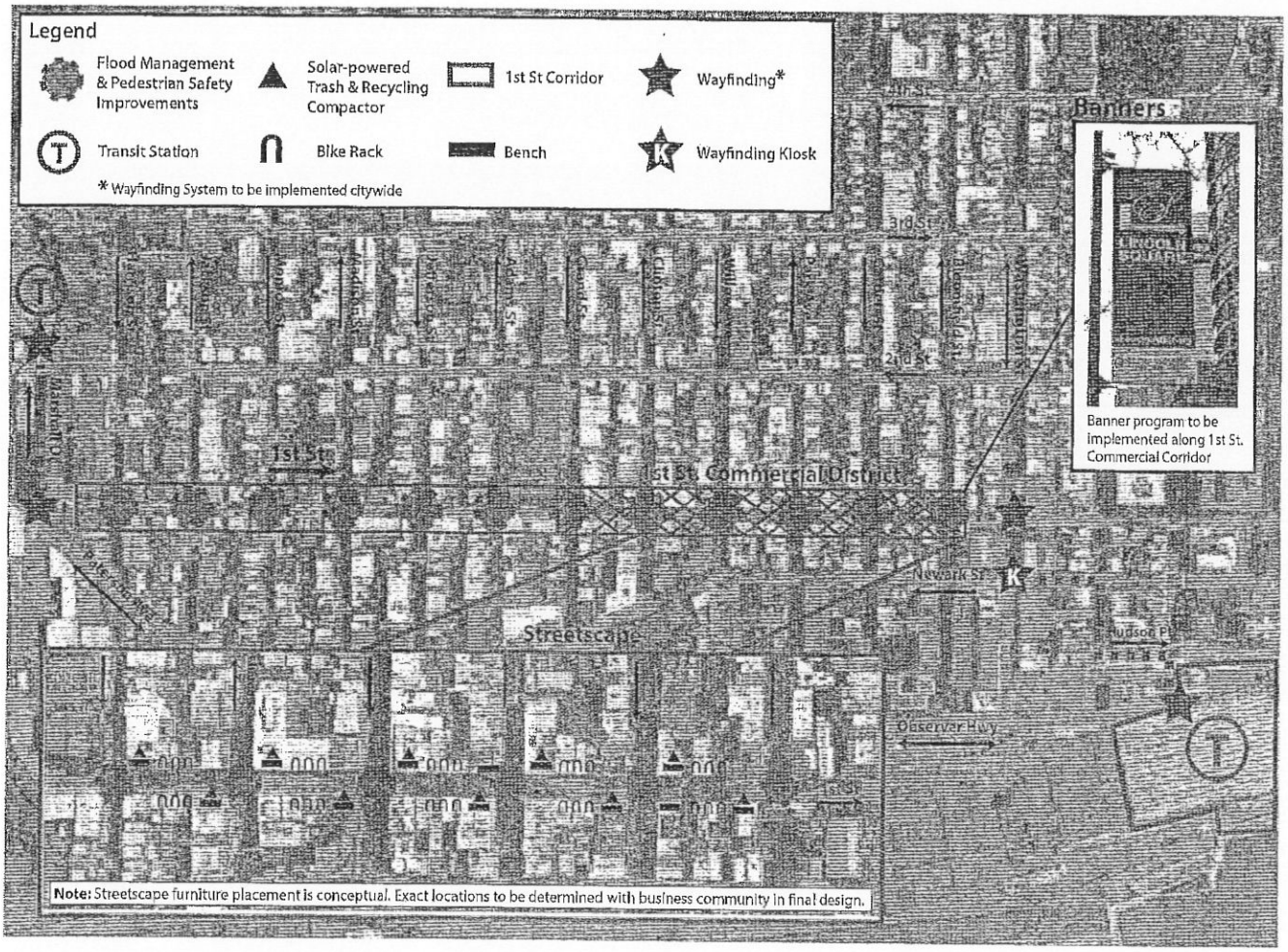
PANEL 107 OF 118

[illegible]

MAP NUMBER
34017C0107D

EFFECTIVE DATE
AUGUST 16, 2006

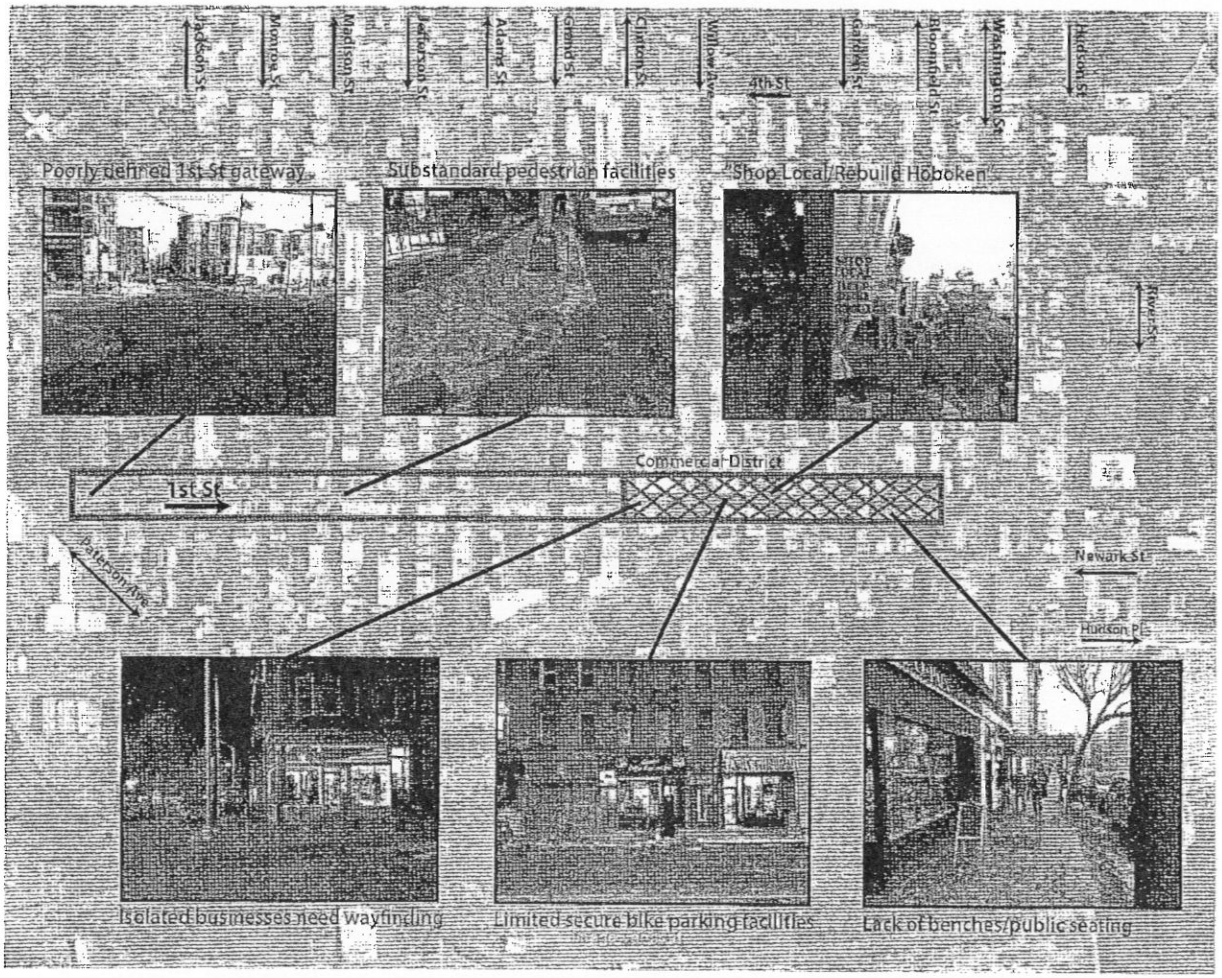
Federal Emergency Management Agency



Project Plan: Hoboken Streetscape Revitalization

NJEDA Streetscape Revitalization Program (2013)

December 2013
City of Hoboken
Department of Transportation and Parking



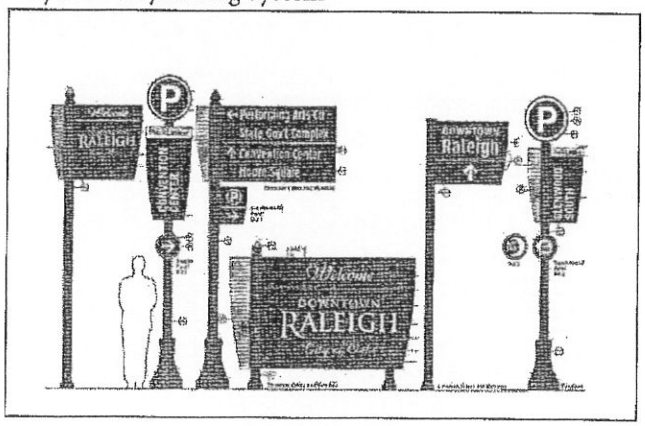
DRAFT

Existing Conditions

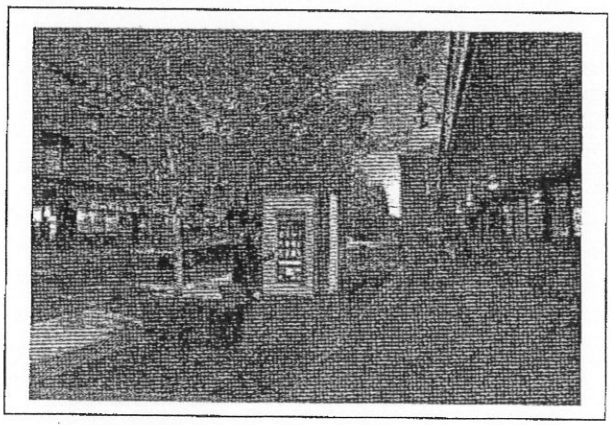
NJEDA Streetscape Revitalization Program (2013)

December 19, 2013
City of Hoboken
Department of Transportation and Parking

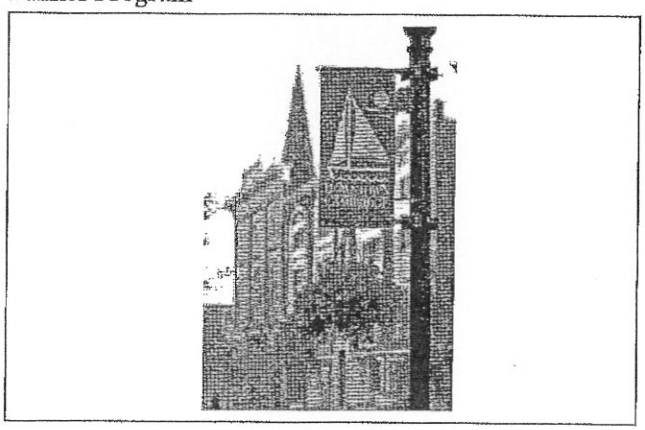
Citywide Wayfinding System



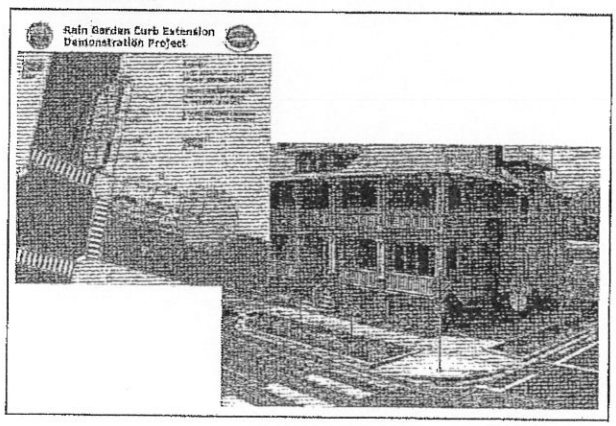
Kiosk



Banner Program



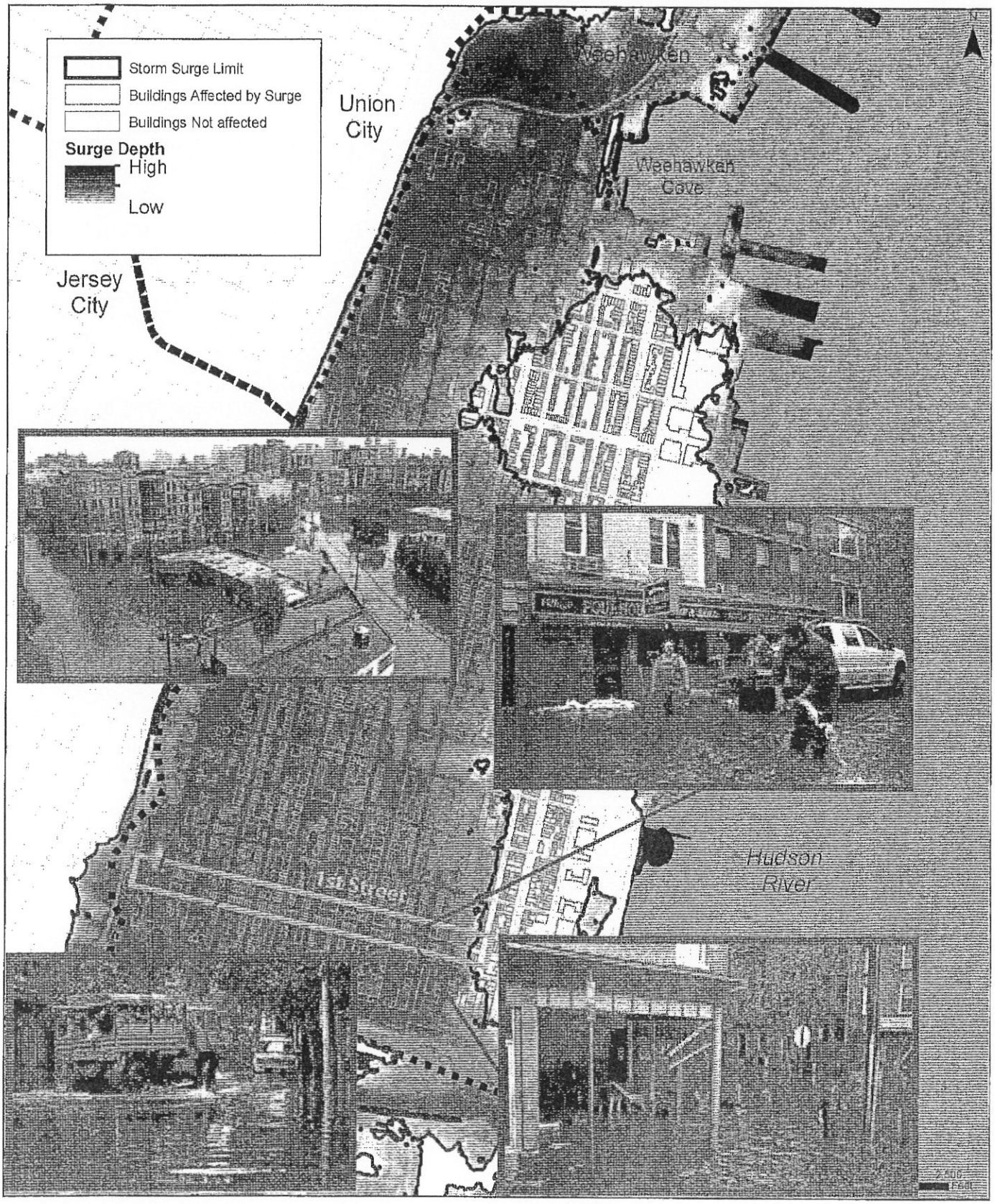
Rain Gardens



Project Plan Elements

NJEDA Streetscape Revitalization Program (2013)

December 2013
City of Hoboken
Department of Transportation and Parking

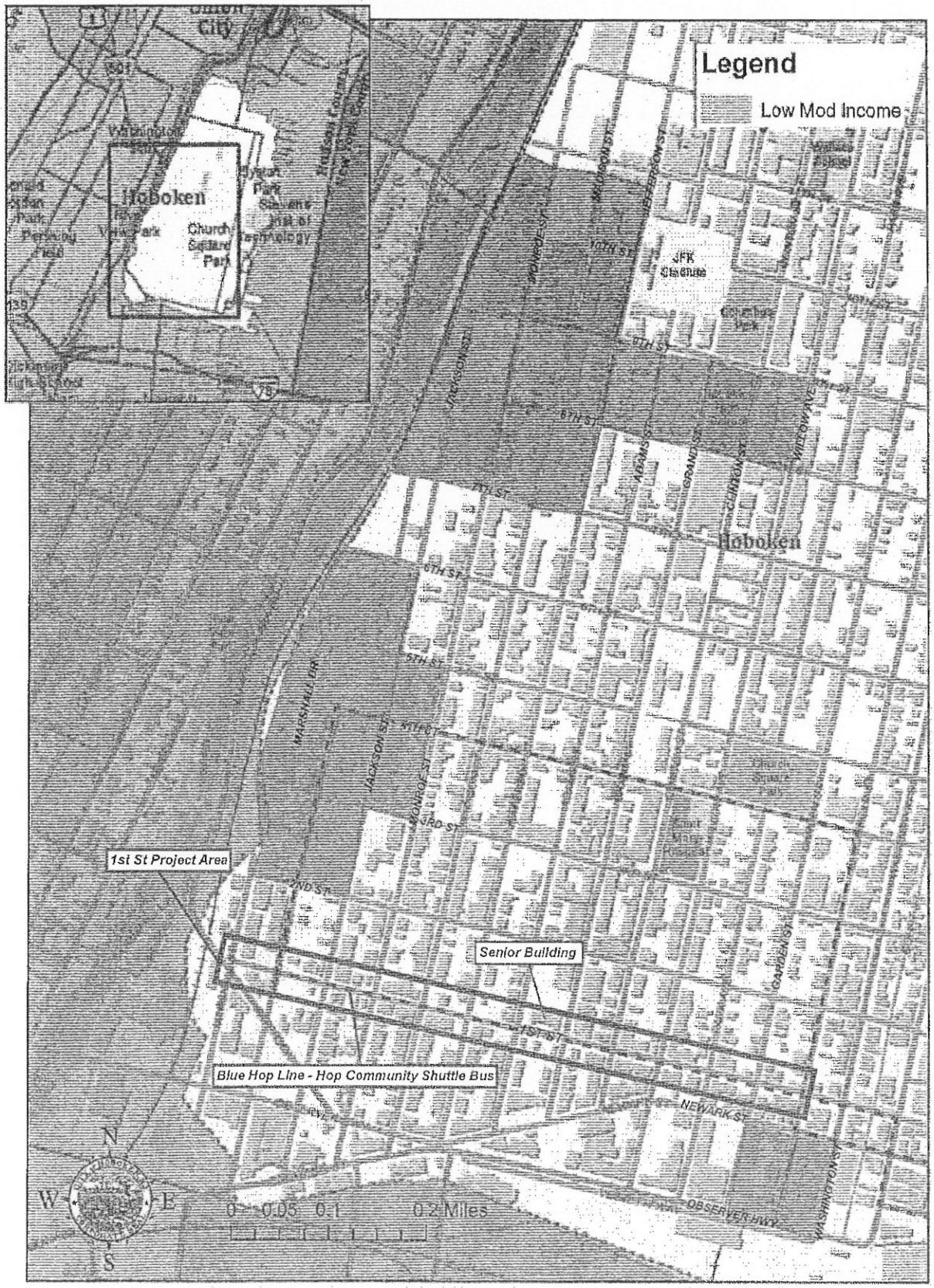


DRAFT

Hurricane Sandy Flood Damage on 1st St

NJEDA Streetscape Revitalization Program (2013)

December 20, 2013
City of Hoboken
Department of Transportation and Parking



DRAFT

Low & Moderate Income Census Blocks

NJEDA Streetscape Revitalization Program (2013)

December 20, 2013
City of Hoboken
Department of Transportation and Parking

NJ EDA Streetscape Revitalization Grant
December 2013

CITY OF HOBOKEN
Cost Estimate

City-Wide Wayfinding & Kiosk/Business Directory

Task #	Task Description	NJEDA	City of Hoboken*	Subtotal/Total
1a	Wayfinding - Planning, Design & Outreach	**$75,000**	*$10,000*	*$85,000*
1b	Wayfinding Signage & Gateways - Implementation	**$100,000**		*$100,000*
2a	Kiosk - Design		*$10,000*	*$10,000*
2b	Kiosk - Construction and Installation	**$80,000**		*$80,000*
2c	Kiosk - Programming		*$10,000*	*$10,000*
	Sub-Total	***$255,000***	*$30,000*	*$285,000*

First Street: Streetscape & Flood Protection Improvements

Task #	Task Description	NJEDA	City of Hoboken*	Subtotal/Total
3a	1st St. Banner Program - Production and Installation	**$20,000**		*$20,000*
3b	1st St. Banner Program - Programming &Management		*$10,000*	*$10,000*
4a	Pedestrian Safety & Accesibility Improvements, including bump-outs for streetcape amenities	**$152,755**		*$152,755*
4b	Stormwater Management (Raingardens & Drain Reconstruction)	**$216,000**		*$216,000*
4c	Streetscape Furniture (benches, bike parking, solar trash & recycling compactors)	**$90,700**		*$90,700*
4d	Street Trees - Replacement (5 trees and tree grates)	**$15,000**		*$15,000*
4e	Design, Engineering & Outreach	**$50,000**		*$50,000*
	Sub-Total	***$544,455***	*$10,000*	*$554,455*

Estimated Cost	$799,455	$40,000	$839,455
Contingency (15%)	$119,918	*$6,000*	*$125,918*
Total Cost	**$919,373**	$46,000	$965,373

* Does not include total City staff time spent.

NJEDA Streetscape Revitalization Grant

December 2013

CITY OF HOBOKEN

Schedule

Task 1: Wayfinding & Task 3: 1st St. Banner Program (combined)

1-2 months	Procurement & Approval of Design & Planning Consultant
4 months	Design, Planning & Outreach
	Programming
1 month	Production/Printing: Signage and Banner
<1 month	Installation
7 months	**Total Estimated Time from Grant Award notice**

Task 2: Kiosk/Business Directory

Complete	Kiosk Design
4 months	Procurement & Approval of Kiosk Production
	Procurement & Approval of Kiosk Installation
<1 month	Installation
5 months	**Total Estimated Time from Grant Award notice**

Task 4: Streetscape & Flood Protection Improvements

1-2 months	Procurement & Approval of Design Engineer
5 months	Design, Engineering and Outreach
1-2 months	Procurement & Approval of Contractor
2 months	Construction
10 months	**Total Estimated Time from Grant Award notice**

NJEDA Streetscape Revitalization Grant

December 2013

CITY OF HOBOKEN

Project Team

City Official/Staff	Job Title	Project Role
Stephen Marks	Assistant Business Administrator	Project Co-Director
John Morgan	Transportation Director	Project Co-Director
Susan Poliwka	Principal Planner	Project Manager / Urban Designer
Ryan Sharp	Principal Planner	Transportation & Safety

The City of Hoboken will use standard state and municipal procedures and requirements to issue Request for Proposals (RFP) and bid specifications to procure all vendors for services to be paid for by the NJEDA Streetscape Revitalization Grant.

The procurement process for each contractor will proceed as follows:

- Task #1: Wayfinding – the City will draft and advertise a Request for Proposals (RFP) to hire a consultant to plan and design the Wayfinding and Banner Programs. It is expected to take 1 month to draft and advertise the RFP, and up to one additional month to approve the selected contractor.

- Task #2: Kiosk/Business Directory – the City will draft and advertise bid specifications to procure services to build and install the Kiosk/Business Directory. This process is expected to take approximately 4-5 months to be completed (approximately 4 months for Kiosk production and up to one additional month to procure and approve the installation of the Kiosk).

- Task #3: 1st St. Banner Program – the City will follow the RFP process as outlined in Task #1.

- Task #4: Streetscape and Flood Protection Improvements – the City will issue an RFP to hire an engineer to design, engineer, and conduct community outreach for Streetscape and Flood Protection Improvements. This process is estimated to take approximately 1-2 months to draft and advertise an RFP to hire the Design Engineer. After the design, engineering, and community outreach services have been completed, it will take approximately 1-2 additional months to advertise a bid to hire contractors to construct the Streetscape and Flood Protection Improvements.

Sponsored By: _____
Co-Sponsored By: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO APPLY FOR AND THEREAFTER ENTER INTO THE ATTACHED NEW JERSEY ECONOMIC DEVELOPMENT GRANT FOR STREETSCAPE REVITALIZATION OF THE STRONGER NJ NEIGHBORHOOD AND COMMUNITY REVITALIZATION (NCR) PROGRAM , WITH NO CASH MATCH REQUIRED BY THE CITY

WHEREAS, the City of Hoboken wishes to make an application for a Streetscape Revitalization Grant from the New Jersey Economic Development NCR Program, in the amount of $919,373.00 with no monetary City match; and

WHEREAS, certification of funds is not required for submission of this application.

NOW THEREFORE, BE IT RESOLVED, that the City Council authorizes the City of Hoboken to apply for the Streetscape Revitalization Grant with the New Jersey Department of Economic Development through the Stronger NJ Neighborhood and Community Revitalization Program for an amount up to $919,373.00 grant with no monetary City match; and

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

1. Execute and submit said application to the NJ DED;
2. Furnish such documents as may be required;
3. Act as authorized correspondent of the City of Hoboken;
4. Execute said grant agreement, when and if approved, so long as no monetary City match is thereby required as a condition of receiving said grant.

Reviewed:
Quentin Wiest
Quentin Wiest
Business Administrator

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

Meeting Date: February 5, 2014

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

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

James J. Farrington
CITY CLERK

10

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) CY 2014

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget, and

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

WHEREAS, the City of Hoboken has received notice of an award of $250,000.00 from the U S Department of Interior and wishes to amend its CY 2014 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director
Of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2014 in the sum of.....$250,000.00
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Nat'l Fish & Wildlife (NFWF) O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $250,000.00
Be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Nat'l Fish & Wildlife (NFWF) O/E
Other Expenses

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

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

From: easygrants@nfwf.org [mailto:easygrants@nfwf.org]
Sent: Monday, June 16, 2014 9:20 AM
To: smarks@hobokennj.org
Cc: mandy.chesnutt@nfwf.org; candace.leong@nfwf.org
Subject: National Fish & Wildlife Foundation Award Notification - Project #42714

Dear Mr. Marks,

We are pleased to advise you that the National Fish and Wildlife Foundation, working on behalf of the United States Department of Interior, has been notified that an award of $250,000 to the City of Hoboken, New Jersey to support the Transforming Hoboken's Block 12 into a Green Infrastructure Asset (NJ) project has been approved. This award is made on the condition that these funds will be matched by $3,615,400 in additional funds raised by the City of Hoboken, New Jersey specifically for this project.

We will be following up with you shortly with information on a webinar that NFWF will host for recipients of grants awarded through this program.

Candace Leong will be the Grants Administrator for this project. Candace will email you shortly to request completion of a financial data worksheet and to request edits to your proposal. Please let Candace know if you have any questions in the meantime. Candace can be reached at candace.leong@nfwf.org or 202-857-0166.

Sincerely,
The National Fish and Wildlife Foundation

George DeStefano

From: Stephen Marks
Sent: Tuesday, August 19, 2014 4:27 PM
To: Quentin Wiest
Cc: Mellissa Longo; Alysia Proko; Solomon Steplight; Chris Baldwin; George DeStefano; Daniel Bryan
Subject: FW: National Fish & Wildlife Foundation Award Notification - Project #42714
Attachments: NFWF Block 12_Hoboken_Final App.pdf

Q:

For the next city council meeting, I would like to place a chapter 159 resolution accepting a $250,000 grant from the U.S. Department of Interior, National Fish and Wildlife Foundation.

The application was authorized by the council in February 2014. Attached is the original grant proposal.

The USDOI/NFWF grant notice is below, however, they will not be sending a formal award letter.

Thanks,
Stephen

****

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Tel.: (201) 420-2059
Fax: (201) 420-2096
Email: smarks@hobokennj.gov

From: easygrants@nfwf.org [mailto:easygrants@nfwf.org]
Sent: Monday, June 16, 2014 9:20 AM
To: smarks@hobokennj.org
Cc: mandy.chesnutt@nfwf.org; candace.leong@nfwf.org
Subject: National Fish & Wildlife Foundation Award Notification - Project #42714

Dear Mr. Marks,

We are pleased to advise you that the National Fish and Wildlife Foundation, working on behalf of the United States Department of Interior, has been notified that an award of $250,000 to the City of Hoboken, New Jersey to support the Transforming Hoboken's Block 12 into a Green Infrastructure Asset (NJ) project has been approved. This award is made on the condition that these funds will be matched by $3,615,400 in additional funds raised by the City of Hoboken, New Jersey specifically for this project.

We will be following up with you shortly with information on a webinar that NFWF will host for recipients of grants awarded through this program.

Candace Leong will be the Grants Administrator for this project. Candace will email you shortly to request completion of a financial data worksheet and to request edits to your proposal. Please let Candace know if you have any questions in the meantime. Candace can be reached at candace.leong@nfwf.org or 202-857-0166.

Sincerely,
The National Fish and Wildlife Foundation

15

Introduced by: _____

Seconded by: Peter N. Cunningham

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL FISH & WILDLIFE FOUNDATION'S HURRICANE SANDY COASTAL RESILIENCY COMPETITIVE GRANTS PROGRAM 2013

WHEREAS, the Administration wishes to apply for grant funds from the National Fish & Wildlife Foundation's Hurricane Sandy Coastal Resiliency Competitive Grants Program 2013, funds the City intends to use to incorporate green infrastructure features into the design of public open space at Block 12 in southwest Hoboken, which is the first of a multi-phase initiative to build resiliency to coastal flooding; and

WHEREAS, the attached application describes the terms and conditions of applying for the grant funding; and,

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

A. This resolution authorizes the submission of the attached application to the National Fish & Wildlife Foundation's Hurricane Sandy Coastal Resiliency Competitive Grants Program 2013; and

B. This resolution shall take effect immediately upon passage.

Meeting date: February 19, 2014

APPROVED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Kimberley M. Wilson

~~Melissa L. Longo~~ Kimberley M. Wilson
Asst Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				

Grant Information

Title of Project
Hoboken Southwest - Block 12 Project Design

Total Amount Requested	$ 250,000.00
Matching Contributions Proposed	$ 3,615,400.00
Proposed Grant Period	07/01/ 2014 - 03/01/ 2015

Project Description
The incorporation of green infrastructure features into the design of public open space at Block 12 in southwest Hoboken, the first of a multi-phase initiative to build resiliency to coastal flooding

Project Abstract
The Hoboken Southwest – Block 12 Project is an urban design initiative to transform one acre of impermeable space into a green infrastructure asset and open space property. Through careful engineering, the Block 12 Project will employ best management practices recommended in the Hoboken Green Infrastructure Strategic Plan. By converting a paved surface into publicly accessible green space, the plan elements implemented at Block 12 will increase stormwater management capacity while enhancing civic life. Block 12 is located in Hoboken's southwest neighborhood, where damages from Combined Sewer Overflows and coastal flood events greatly outnumber all other city districts. Addressing the flood control challenges in this region through green infrastructure design will build resiliency to coastal flood events, increase open space acreage in a densely populated urban built environment, and reinforce antiquated stormwater management infrastructure.

The City of Hoboken acquired Block 12 in October 2013 and has been working with renowned landscape architecture firm Starr Whitehouse to engage residents in conceptual planning activities. Working the County of Hudson, the US Department of Housing and Urban Development, the North Hudson Sewerage Authority, Stevens Institute of Technology and the Rockefeller Foundation, the City will implement the next phase of the Block 12 Project, which includes the engineering and design of the space and the production of construction plans.

Organization and Primary Contact Information

Organization	City of Hoboken
Organization Type	State or Local Government
Organization Web Address	www.hobokennj.gov
Organization Phone	
Street Line 1	94 Washington Street
Street Line 2	
City, State, Country, Postal Code	Hoboken,New Jersey,North America - United States07030
Region (if international)	
Organization Congressional District	District 8 (NJ)

Primary Contact	Mr. Stephen Marks
Position/Title	Assistant Business Administrator
Street Line 1	94 Washington Street
Street Line 2	
City, State, Country, Postal Code	Hoboken, New Jersey, North America - United States, 07030
Region (if international)	
Phone and E-mail	201-420-2059 x ; smarks@hobokennj.org

Keywords	Conservation Action; Conservation Threat; Major Habitat Type
Sub-keywords	Action - Land/Water Management; Action - Land/Water Protection; Freshwater - Rivers, lakes and streams and riparian zone; Threat - Climate Change & Severe Weather; Threat - Residential & Commercial Development
Other Keyword(s)	

Project Location Information

Project Location Description	The project is located at Block 12 in southwest Hoboken. The 0.8 acre plot is currently a paved surface bound by Jackson Street, Harrison Street, Observer Highway and Paterson Avenue.
Project Country(ies)	North America - United States
Project State(s)	New Jersey
Project Congressional District(s)	District 8 (NJ)

Permits and Approvals

Permits/Approvals Description:	Zoning Permit from the City of Hoboken to satisfy compliance with existing zoning regulations for use of space as public park. Building permits for the installation of sewer, electrical or other structures within the park space. Courtesy review by the Hoboken Planning board. There will be no permit fees because the subject property is city owned, and will be city maintained.
Permits/Approvals Status:	Intend to Apply
Permits/Approvals Agency-Contact Person:	City of Hoboken - Stephen D. Marks
Permits/Approvals Submittal-Approval Date:	9/1/2014 12:00:00 AM

Salaries and Benefits

	Units	Cost Per Unit	Total

Total Salaries and Benefits			**$0.00**

Equipment

	Units	Cost Per Unit	Total

Total Equipment			**$0.00**

Contractual Services

	Units	Cost Per Unit	Total
Site Design (Construction Drawings)	1	$250,000.00	$250,000.00

Total Contractual Services			**$250,000.00**

Proposals for the design of Block 12 will be drafted by City staff. The submittals will be reviewed by an internal city working team as designated by the Mayor or her appointee. Construction documents will be prepared by the company awarded the winning bid. Site design will include BMP's that incorporate green infrastructure for the retention and conveyance of stormwater. The green infrastructure will be connected to underground retention enabling the infiltration of grey-water, and the storage of rain events. Both the green-infrastructure and underground retention system will be designed to the greatest extent practicable to return the site to it's pre-existing hydrology and increase ecological diversity. The retention system will also be sized to accommodate flows from proximate infrastructure (sidewalks, roofs and roadways) to reduce the likelihood of severe flooding from rain or surge events throughout the immediate area.

Supplies and Materials

	Units	Cost Per Unit	Total

Total Supplies and Materials			$0.00

Printing

	Units	Cost Per Unit	Total

Total Printing			$0.00

Travel

	Units	Cost Per Unit	Total

Total Travel			$0.00

Other

	Units	Cost Per Unit	Total

Total Other			$0.00

Budget Grand Total			$250,000.00

Matching Contributions

Matching Contribution Amount:	$500,000.00
Type:	In-kind
Status:	Received
Source:	Rockefeller Foundation
Source Type:	Non-Federal
Description:	The Rockefeller Foundation granted the City of Hoboken $500,000 in technical assistance through its Re.Invest Initiative. The value used for the project will be based on the extent of participation in planning, yet will not exceed $500,000.

Matching Contribution Amount:	$3,000,000.00
Type:	Cash
Status:	Received
Source:	County of Hudson
Source Type:	Non-Federal
Description:	The County of Hudson provided the City of Hoboken with $3 million in open space funding to acquire Block 12 in October 2013. These funds are leveraged towards the overall conversion of Block 12 into public open space with green infrastructure.

Matching Contribution Amount:	$115,400.00
Type:	In-kind
Status:	Received
Source:	City of Hoboken
Source Type:	Non-Federal
Description:	The City of Hoboken awarded a one-year contract to landscape architecture firm Starr Whitehouse for the Block 12 Project. The total value contributed to the planning effort is to be determined, but will not exceed $115,400.

Total Amount of Matching Contributions $3,615,400.00

Activities and Outcomes

Funding Strategy: Capacity, Outreach, Incentives
Activity / Outcome: Sandy - Outreach/ Education/ Technical Assistance - # people reached
Description: Enter the number of people reached by outreach, training, or technical assistance activities
Required: Recommended
people reached - Current: 400.00
people reached - Grant Completion: 1200.00
Notes:

Funding Strategy: Habitat Management
Activity / Outcome: Sandy - BMP implementation for stormwater runoff - Volume stormwater prevented
Description: Enter the volume (in gallons) of stormwater prevented from entering water body
Required: Recommended
Volume stormwater prevented - Current: 0
Volume stormwater prevented - Grant Completion: 61600
Notes:

Funding Strategy: Planning, Research, Monitoring
Activity / Outcome: Sandy - Management or Governance Planning - # plans developed
Description: Enter the number of plans developed that had input from multiple stakeholders
Required: Recommended
plans developed - Current: 2.00
plans developed - Grant Completion: 3.00
Notes:

Funding Strategy: Habitat Restoration
Activity / Outcome: Sandy - Floodplain restoration - Acres restored
Description: Enter the number of acres restored
Required: Recommended
Acres restored - Current: 1
Acres restored - Grant Completion: 0
Notes:

Funding Strategy: Capacity, Outreach, Incentives

Activity / Outcome: Sandy - Outreach/ Education/ Technical Assistance - # people with changed behavior
Description: Enter the number of individuals demonstrating a minimum threshold of behavior change
Required: Recommended
people with changed behavior - Current: 400.00
people with changed behavior - Grant Completion: 1200
Notes:

Funding Strategy: Habitat Management
Activity / Outcome: Sandy - BMP implementation for stormwater runoff - Acres under BMPs
Description: Enter the number of acres under Best Management Practices (BMPs)
Required: Recommended
Acres under BMPs - Current: 1
Acres under BMPs - Grant Completion: 0
Notes:

Funding Strategy: Capacity, Outreach, Incentives
Activity / Outcome: Sandy - Volunteer participation - # volunteers participating
Description: Enter the number of volunteers participating in projects
Required: Recommended
volunteers participating - Current: 50.00
volunteers participating - Grant Completion: 100
Notes:

Funding Strategy: Habitat Restoration
Activity / Outcome: Sandy - Restoring hydrology - Acres with restored hydrology
Description: Enter the number of acres with restored hydrology
Required: Recommended
Acres with restored hydrology - Current: 1
Capacity of facility - Grant Completion: 0
Notes:

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Photos - Jpeg
Project Map
A-133 Audit
GAAP audited financial statements
Board of Trustees, Directors, or equivalent
Spatial Data
Statement of Litigation
Hurricane Sandy Proposal Narrative
Letters of Support

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.

NFWF

Hurricane Sandy Coastal Resiliency Competitive Grants Program
Full-proposal Project Narrative

A. Geographic Context:

The City of Hoboken, New Jersey is requesting funding through the Hurricane Sandy Coastal Resiliency Competitive Grants Program for the engineering and design phase of a project to convert a parking lot into a green infrastructure resource. When completed, the site will dually serve as publicly-accessible open space. The project site is located in southwest Hoboken, herein referred to as the H1 Sewershed, at a property purchased by the City of Hoboken in October 2013 with funding from the County of Hudson. Converting this paved lot to a green infrastructure facility is the first major installment of a larger open space development project proposed for the neighborhood.

The design project will focus on Block 12, a 0.8 acre plot bound by Jackson Street, Harrison Street, Observer Highway and Paterson Avenue. The project site lies within the H1 Sewershed, which encompasses the southwest corner of Hoboken. The H1 Sewershed handles almost 40% of total stormwater volume in Hoboken and experiences the majority of its stormwater management problems, specifically Combined Sewer Overflows (CSOs). The H1 Sewershed is elevated only three feet above sea level, compared with parts of Hoboken along the Hudson River waterfront that reach elevations of up to 102 feet. Surface stormwater flows generally follow Hoboken's natural topography, leading to the west and southwest. Additional flows come from the higher elevations of the surrounding Palisade communities of Jersey City and Union City, along Hoboken's southern and western borders. Moreover, Hoboken's antiquated combined sewer system and sewershed interconnections allow stormwater to flow from one sewershed to another, amplifying flooding in the most vulnerable sewersheds. Due to Hoboken's natural topography, these interconnections adversely impact the H1 Sewershed during floods. The H1 Sewershed is also home to Hoboken's highest concentration of low-income residents and senior citizens, who are disproportionately impacted by frequent flooding in the neighborhood. Additionally, rail, light rail, and subway lines pass through the H1 Sewershed and are susceptible to long and costly service disruptions during coastal flood events.

The completion of this initial phase, in addition to any future development, will have a significant impact on the City of Hoboken's overall ability to capture stormwater and alleviate severe flooding. This is primarily due to the topographic situation of the project site and the interconnectedness of Hoboken's sewer system. Together, these existing conditions provide opportunities to facilitate significant citywide stormwater management improvements. Further, the final implementation of the project will yield regional benefits as the green infrastructure facility will help to build the resiliency of public transportation infrastructure. The multi-modal Hoboken Terminal, located along the Hudson River waterfront, is New Jersey's most heavily trafficked transit hub. The terminal serves more than 80,000 daily riders via train, light rail, bus, subway, and ferry services and is extremely vulnerable to the growing risks from coastal storms and flooding. Flood vulnerability in the H1 Sewershed must be alleviated in order for the terminal to retain its regional significance, as it ensures the flow of mass transit into and out of Hoboken.

Severe flooding is a common occurrence in Hoboken, with 26 incidences with greater than two inches of precipitation and tides greater than four feet recorded between July 2002 and July 2012. During storm events, especially when heavy rainfall combines with high tide, Hoboken's antiquated combined sewer system becomes overtaxed, resulting in system backups that produce flooding in the lowest areas, particularly in the H1 Sewershed. Furthermore, Hoboken is almost 80% impervious, which exacerbates stormwater management challenges and intensifies risks during coastal flood situations. The magnitude of Hoboken's vulnerability to coastal flooding was evident during Hurricane Sandy, when flood waters from the Hudson River rose to six feet and covered over 70% of Hoboken. The storm surge caused widespread power outages, shut down mass transit, and stranded thousands of residents with limited access to food and water. These challenges were most urgent in the H1 Sewershed, where there are no open space properties or green infrastructure resources to capture stormwater or alleviate coastal flooding. As a result, the technical complexity of the project requires careful planning and consideration of various factors in order to maximize Block 12's long-term potential to reduce vulnerability and strengthen resiliency. The requested funding will allow the City of Hoboken to engage multiple stakeholders in the engineering and design phase to bring this project one step closer to completion.

B. Project Narrative:

a. Project Goals:

With support from the US Department of the Interior and the National Fish and Wildlife Foundation, the City of Hoboken will bring community members and key stakeholders together to conduct the engineering and design phase of the Block 12 Project. The City of Hoboken will leverage the prior and ongoing efforts of the US Department of Housing and Urban Development ("US HUD"), the County of Hudson, the Rockefeller Foundation, and Together North Jersey ("TNJ") to advance the overall Block 12 Project one stage closer to completion. These stakeholders have dedicated funding and technical expertise to strategically renew approaches to building coastal resiliency in the wake of Hurricane Sandy. The engineering and design phase of the project will also further implementation of the Hoboken Green Infrastructure Strategic Plan (GISP). This plan, completed in 2013 through partnership with TNJ, the North Hudson Sewerage Authority ("NHSA"), Stevens Institute of Technology ("Stevens"), and NJ Transit, proposes green infrastructure best management practices (BMPs) for each of Hoboken's seven sewersheds for significant citywide stormwater retention. Although the Block 12 Project is the first component of a larger open space plan for the H1 Sewershed, it will provide an immediate and long-term solution that improves stormwater management capacity and mitigates the severity of future flood events.

Hoboken is requesting $250,000 in funding to support the engineering and design phase of the Block 12 Project. The 0.8 acre project site is a critical location discussed in the GISP and one essential to the City of Hoboken's overall climate adaptation strategy. The completed project will build Hoboken's resiliency to future coastal flood events by increasing stormwater management capacity to alleviate the severity of flooding in the H1 Sewershed. The overall project scope has several objectives that will help define long-term success in building coastal resiliency, including:

Objective 1: Increase stormwater management capacity

The engineering and design of Block 12 will incorporate green infrastructure BMPs proposed for the H1 Sewershed in the GISP. Upon full implementation, the GISP suggests that an additional 3.6 million cubic feet of stormwater above existing capacity could potentially be captured citywide. The plan also forecasts that existing capacity in the H1 Sewershed can be increased to capture another 1.7 million cubic feet of stormwater during a 1-inch storm event. This accounts for over 46% of the potential increase in stormwater captured through the implementation of BMPs in all of Hoboken. BMPs that will be incorporated into the design of Block 12 include basins, ponds, constructed wetlands, swales, stormwater tree pits, rain gardens, stormwater planters, and rainwater harvesting features. These features are highlighted in the GISP as cost-effective BMPs that will significantly increase the ability to capture stormwater in the H1 Sewershed.

Objective 2: Support the implementation of recommendations proposed in the GISP

Working with a diverse group of stakeholders, the City of Hoboken completed a public planning process in 2013 to develop a Green Infrastructure Strategic Plan. The planning initiative analyzed existing stormwater management capacity, proposed a conceptual framework for green infrastructure, provided recommendations for best management practices, provided policy and regulatory recommendations, and detailed next steps and priorities. The initial implementation of the GISP's recommendations at Block 12 represents the first of many future projects that will incorporate green infrastructure BMPs into public projects in all seven of Hoboken's sewersheds. This includes a larger open space development project proposed from the H1 Sewershed that will expand upon the completed Block 12 Project.

Objective 3: Increase open space and parkland in response to growing population density

By integrating BMPs into the design of Block 12, existing threats to public health will be alleviated, the resiliency of public transportation systems will be strengthened, and the availability of open space will be increased. Hoboken is the 4th most densely populated municipality in the United States, with 50,005 residents occupying 1.275 square miles. Widely-accepted New York City Park Standards recommend that every 1,000 residents should have 2.5 acres of open space. According to these guidelines, there should be at least 125 acres of open space in Hoboken; however, there are less than 40 acres. Most of this land is concentrated along the elevated Hudson River waterfront (103'). Consequently, existing open space in Hoboken minimally supports the stormwater retention system and actually exacerbates flooding as surface runoff travels from the higher waterfront elevations to the H1 Sewershed (3'). Although the Block 12 Project will increase total open space availability by less than an acre, the public benefits are numerous. The H1 Sewershed is the most heavily impacted during flood conditions and does not have the capacity to adequately capture stormwater. This increases the amount of surface water that remains in city streets and floods homes and basements for prolonged periods of time, escalating the public health risks from mold, contaminated water, and other sources. This also results in frequent mass transit delays as Hoboken's public transportation system cannot resume full functionality until flood waters recede.

Objective 4: Build resiliency and mitigate future hazards in locations prone to severe flooding
The unprecedented flooding that occurred during Hurricane Sandy revealed Hoboken's growing vulnerability to coastal flooding and the looming threats of climate change. As a result, the local public policy conversation has quickly shifted focus from achieving sustainability to building resiliency. Through the incorporation of climate adaptation strategies, particularly green infrastructure BMPs, into the design of Block 12, Hoboken will be able to increase stormwater management capacity to mitigate future flooding and strengthen the resiliency of vital urban systems, including transportation, healthcare and commerce.

Objective 5: Increase baseline annual rainfall retained at Block 12 by 30% by reducing impervious coverage
In addition to replacing the existing pavement at Block 12 with a permeable surface, the topographic conditions at the site provide ample opportunity to further increase stormwater capture capacity. The shallow slopes, deeper bedrock, and daylighting areas in and around the site are optimal existing conditions for achieving desired project outcomes. The baseline annual rainfall currently retained at Block 12 is approximately 17%. By using BMPs to reduce impervious coverage, the percentage of rainfall captured can be increased to at least 47%, with the potential of capturing 100% of all rainfall at Block 12.

Objective 6: Build the resiliency of public transportation infrastructure
The outcomes of the Block 12 Project are directly correlated with the resiliency of Hoboken's public transportation system. Hoboken Terminal is the largest commuter rail hub in the State of New Jersey and provides multi-modal access to NJTransit Rail, NJTransit Bus, NY Waterway Ferry, Port Authority of NY & NJ PATH Train, Hudson-Bergen Light Rail, HOP Shuttle Bus, and taxi services. Critical transportation infrastructure originating at the terminal passes alongside the project site and connects with 2nd Street Hudson-Bergen Light Rail Station, which is also located within the H1 Sewershed. Hurricane Sandy flooding interrupted mass transit services in Hoboken for weeks, with full restoration taking a staggering five months to achieve. The disruption in service had a significant impact on regional economic activity and severely interfered with commuting arrangements for those traveling to and from Manhattan and other employment hubs. It also caused a ripple effect within the regional transit network, creating hectic conditions on alternative travel mediums that were forced to absorb the 80,000 displaced commuters. Improving the ability to capture stormwater and alleviate coastal flooding will increase the resiliency of these essential transportation networks, which are fundamental to Hoboken's long-term economic vitality and residential desirability, as well as regional economic sustainability.

Objective 7: Leverage past and current funding to advance completion of open space development at Block 12
Since the arrival of Hurricane Sandy in October 2012, the City of Hoboken has engaged various partners in efforts to build resiliency and ensure functionality of vital urban systems during future severe weather events. Investments made by TNJ and NJTransit helped to prepare the GISP, which serves as the basis for incorporating BMPs into Block 12 design. Financial, technical, and engineering assistance contributed by the Rockefeller Foundation through its Re.Invest Initiative are helping to incorporate sustainable flood mitigation strategies, including underground water detention systems, into the conceptual design of Block 12. Additionally, funding from the County of Hudson supported the City of Hoboken's acquisition of Block 12. The project is also consistent with an award-winning project proposed during the US Department of Housing and Urban Development's Rebuild by Design Competition. Selected by President Obama's Hurricane Sandy Rebuilding Task Force, the winning proposal outlined a comprehensive flood strategy that defends Hoboken and enables commercial, civic, and recreational amenities to take shape. These prior investments will all be leveraged to amplify the impact of funding from the US Department of the Interior.

The success of the proposed project hinges on the attainment of all objectives outlined above. Some outcomes are achievable and measurable in the short-term, while others will materialize over an extended evaluation period that will go beyond the engineering and design phase and the expiration of the requested grant funds. Short-term success will be achieved through the completion of engineering, design, and construction plans for Block 12, allowing the final construction phase to begin. Long-term success will be realized upon completion of the Block 12 Project by strengthening Hoboken's resiliency to coastal flooding, improving stormwater management capacity, increasing open space acreage, and leveraging various sources of funding into the first of many future green infrastructure projects in Hoboken.

As discussed above, the integration of green infrastructure BMPs into the design of Block 12 will prevent over-taxation of Hoboken's antiquated combined sewer and stormwater management system. Subsequently, this will strengthen natural ecosystems for the benefit of fish and wildlife by reducing the volume of contaminants and pollutants that enter the Hudson River. During storm events that combine heavy rainfall with high tide conditions, CSOs force sewage and other pollutants into the streets. When flood waters recede into the Hudson River, threats to fish and wildlife within their natural

habitats are intensified. Reducing the frequency and severity of these situations will help improve water quality and threats to fish and wildlife.

b. Priority:

As the most flood prone of all seven sewersheds in Hoboken, the H1 Sewershed where Block 12 is located is important for several reasons, including its situation and elevation in Hoboken's natural topography, potential for increasing stormwater management capacity, formal designation as an "Area in Need of Rehabilitation," and existing limitations on public open space in the neighborhood. Additionally, the presence of high-traffic public transportation infrastructure and the concentration of vulnerable and low-income populations within the H1 Sewershed demonstrate the importance of the project location in the City of Hoboken's overall strategy for building resilience through green infrastructure BMPs.

The Block 12 site is located in the H1 Sewershed at 3 feet above sea level, compared with elevations of up to 102 feet along the Hudson River waterfront. As a result of this natural topography and the 80% impermeability of Hoboken, the H1 Sewershed handles almost 40% of all stormwater runoff in the city. Interconnections between sewersheds amplify the stormwater management challenges in this area of the city, as stormwater captured in higher elevations causes localized flooding in sewersheds with lower elevations. By directing resources to the H1 Sewershed to introduce green infrastructure at Block 12, the City of Hoboken will be able to increase the amount of stormwater captured and alleviate the frequent, severe flooding that impacts the neighborhood.

Of the seven sewersheds located in Hoboken, the H1 Sewershed demonstrates the greatest potential for increasing stormwater management capacity through green infrastructure BMPs by more than twice the volume that can potentially be captured in other sewersheds. The H1 Sewershed provides such great opportunity for increased stormwater retention and infiltration as the depth to bedrock is deeper than other sewersheds and the types of soil are better suited for accepting and infiltrating stormwater. The unique combination of a low elevation, deeper bedrock and permeable soil allows for the most diversity in the types of BMPs that can be employed at Block 12.

Also, the Block 12 site is located within an area designated as an Area in Need of Rehabilitation. This designation will help streamline the project by providing the City of Hoboken with control over all future developments in the H1 Sewershed, including zoning, land use and regulatory requirements. As the Block 12 Project is the first major installment of plans to develop a larger open space facility in the H1 Sewershed, this designation is essential to expediting the project and maximizing the long-term impact of the investment of federal resources.

There is currently no public open space in the H1 Sewershed, demonstrating the desirability of the project to residents, property owners and businesses in the neighborhood. The lack of open space availability indicates the urgent need for such a facility as a neighborhood asset and demonstrates the likelihood of project implementation. When considered in the context of the GISP, the integration of green infrastructure BMPs at Block 12 is critical to achieving the first of a series of stormwater management, flood mitigation and climate adaptation goals. Further, the leveraging of investments from TNJ, NJTransit, the County of Hudson and the Rockefeller Foundation demonstrates the project's viability and likelihood of implementation. These highly-qualified stakeholders have already contributed to the project by helping to formulate an appropriate response to Hurricane Sandy that is informed by sound science.

In addition to existing conditions that forecast the project's success, the project location is important due to the impact it will have on critical transportation infrastructure and vulnerable residents. The presence of a major rail corridor adjacent to Block 12 demonstrates the project's potential to minimize future disruptions to multi-modal transit services, including heavy rail, light rail, and subway trains. As evident by Hurricane Sandy, severe flooding causes significant interruptions to this transit system, which serves more than 80,000 daily commuters. Also, the rail lines are adjacent to Observer Highway, a key access point to Hoboken and a major roadway junction with several federal and state highways. The accessibility of this thoroughfare is vital to regional commerce as well as Hoboken's economic sustainability.

Further, the H1 Sewershed is home to the Hoboken Housing Authority, Hoboken's largest provider of affordable and senior housing. The neighborhood has a disproportionate number of low-income households (45% of all low-income households in Hoboken), including seniors, individuals with disabilities and individuals with limited English proficiency. The consolidation of poverty in this region demonstrates this population's vulnerability to the effects of flooding and the socioeconomic disparity of those impacted by inefficiencies in stormwater management capabilities.

c. Sustained Benefits:

The development of Block 12 will create a permanent green infrastructure asset in what is by far the most flood prone region of Hoboken. The site will be transformed from its current state as an impervious parking lot to a permeable green surface. This conversion will increase stormwater management capabilities to reduce runoff entering the antiquated combined sewer system and prevent CSOs. Green infrastructure BMPs that will be integrated into the site design include basins, ponds, constructed wetlands, swales, stormwater tree pits, rain gardens, stormwater planters, and rainwater harvesting features. On average, these BMPs have a useful life of 20-50 years with annual operations and maintenance costs at 5-8% of capital cost. The exceptions are basins, ponds and constructed wetlands, which have a useful life of less than 20 years and annual operations and maintenance costs of 6-12% of capital cost.

The long-term benefits of incorporating BMPs into the Block 12 design are numerous, sustainable, and measurable. As the first installment in a much larger vision for open space in the H1 Sewershed, the property will be an anchor asset with the capacity to capture, retain and/or recycle large volumes of rainwater during severe storm and flood events. The project scope considers the probability and likelihood of floods occurring with greater frequency and seeks to mitigate future hazards by constructing green infrastructure in the neighborhood that is most vulnerable to the effects of these events.

Due to Hoboken's congested urban built environment and high population density, there are minimal locations suitable for the development of open space and green infrastructure. The size of the project site presents one of few opportunities to strategically employ BMPs in Hoboken on the scale proposed for Block 12. Due to Hoboken' density, BMPs are difficult to locate in large concentrations and must therefore be sporadically placed throughout the city. This is a costly approach that will take years to fully achieve. This makes the Block 12 site highly desirable for maximizing the benefits of BMPs by pursuing the most cost-effective course of action. Further, as the H1 Sewershed disproportionately receives nearly 40% of Hoboken's surface runoff, the benefits of this project are substantial and reflect the geographic and topographic challenges faced in designing flood mitigation strategies unique to Hoboken.

Once completed, the project will increase the total acreage in the City of Hoboken's Recreation and Open Space Inventory (ROSI). As an officially recognized public open space property, the site will be maintained and operated by the Hoboken Department of Public Works in accordance with its established policies and procedures. The transformation of the property from a parking lot to permeable open space will require minimal reinvestment of public or private funding, as costs will be consistent with existing public expenditures for open space maintenance.

In the absence of the project, the impact to Hoboken, and the H1 Sewershed in particular, will be devastating. Due to natural phenomena, antiquated stormwater management infrastructure, and open space limitations, flooding occurs during the most routine of storm events. The cost to public and private property and the threats to public health and life are intensified when disasters the size and scale of Hurricane Sandy occur. Due to the changing climate, these "100 year events" are forecasted to impact Hoboken with increasing frequency in the future. The proposed project provides a permanent cost effective resource to alleviate flooding and save property, reduce public health threats, and advance citywide resiliency-building efforts.

d. Leveraging:

The project is an extension of efforts to address resiliency deficiencies uncovered as a result of the unprecedented and unanticipated impact of Hurricane Sandy on Hoboken's vital urban systems. In the aftermath of Hurricane Sandy, sustained power outages and high flood waters stranded more than 90% of residents, interrupted full transit functionality for up to five months, slowed emergency responses, amplified public health hazards, and caused multi-million dollar damage to public and private property. It was clear that swift, sweeping action was necessary in order to build resiliency to coastal flood events forecasted to impact Hoboken more frequently. The most prominent effort to date has been the GISP, which proposes BMPs that are most suitable for each of Hoboken's seven sewersheds. The interconnectedness of this stormwater management system ensures that benefits realized in one sewershed are felt in each of the other six sewersheds. As nearly 40% of all surface runoff is handled in the H1 Sewershed, the proposed project represents the most immediate, impactful, and shovel-ready effort that can be undertaken to realize benefits in all areas of the city.

Hoboken has long been threatened by flooding and has expended considerable municipal funds for planning projects and infrastructure improvements that mitigate hazards in its most flood prone areas. It is only since Hurricane Sandy; however, that the paradigm has shifted from sustainable development to resiliency building. There are numerous projects

currently in the planning stages throughout Hoboken that will utilize BMPs to capture stormwater, alleviate flooding and reduce CSOs. These include areas designated as Areas in Need of Redevelopment/Rehabilitation, the development of public parks and open space properties, rain garden demonstration projects (initially funded by Sustainable Jersey), the Hoboken Terminal and Yards Redevelopment (which provides opportunities for protecting critical transportation infrastructure while increasing stormwater management capacity), and plans for a combined underground parking and storage park on Hoboken's western edge.

Also, the employment of BMPs at Block 12 advances the project concept proposed in HUD's Rebuild by Design Competition. Rebuild by Design originated from Hurricane Sandy recovery efforts and aspire to address resiliency across the entire Sandy-impacted region. One of ten finalists focused their project on Hoboken to create a plan that capitalizes on a combination of political, ecological, and economic factors to create a comprehensive flood strategy. This strategy – resist, delay, store, discharge – defends the entire city while enabling commercial, civic, and recreational amenities to take shape. There remains the possibility of federal funding from HUD to implement this project, which will provide a comprehensive, citywide design for coastal flood protection, stormwater retention, and stormwater management.

e. Speed to Functionality:

Block 12 was formally acquired by the City of Hoboken from a private landowner in October 2013. Public outreach, exploratory surveys, and preliminary community planning efforts began in December 2013. These community planning efforts are anticipated to continue until April 2014. Additional steps required to complete the rehabilitation of the Block 12 site include the preparation of concept plans (currently underway), the finalization of engineering and design specifications (funded through this proposal), public bidding, selection of qualified contractor(s), site clearing and mobilization, and project construction. As final conceptual plans will be completed and approved by the Hoboken City Council in May 2014, the engineering and design phase to develop construction plans will commence in June 2014. This phase, if funded by the US Department of the Interior, is scheduled to cover a twelve month timeframe and be completed in April 2015. Based on the City of Hoboken's recent experience in open space development projects, it is estimated that the project could be advanced to full completion from its current status within a 36 month timeframe (Summer/Fall 2016).

Upon construction of the Block 12 Project, the benefits will be realized immediately. All green infrastructure BMPs will be operational at project close-out and capable of capturing the desired volume of additional surface runoff. Hoboken's stormwater management capacity and open space acreage will be increased to match desired project goals and impervious coverage at Block 12 will be increased from 17% to at least 47%, and potentially up to 100%. The project will begin implementation of the GISP, with additional public and private funding leveraged towards future efforts to employ green infrastructure BMPs throughout Hoboken. The resiliency of public transit and other urban systems such as healthcare and commerce will be strengthened while leveraged funding from federal, state, county and private sources will spearhead future green infrastructure improvements that will strengthen regional resiliency to future storms.

C. Youth and/or Veteran Engagement:

The City of Hoboken has a strong tradition of engaging the public in community planning and visioning efforts. Residents, business owners, community-based groups, and other stakeholders often attend community workshops in considerably large numbers. Since the initial proposal for an open space property in southwest Hoboken was made in 2006, a series of meetings have been held to conceptualize the community's vision for the property. These preliminary efforts culminated in October 2013 when the acquisition of Block 12 was finalized. Soon thereafter, the City of Hoboken contracted with Starr Whitehouse, a highly qualified and reputable landscape architecture firm with expertise in green infrastructure projects. Starr Whitehouse has since led conceptual public planning events, holding community meetings in December 2013 and January 2014. Additional meetings are scheduled for February and March 2014. By April 2014, Starr Whitehouse will finalize the conceptual design plan for Block 12. Conceptual plans generated during this phase will inform the development of engineering specifications and construction documents with the funds requested from the US Department of the Interior in this grant proposal.

Youth ages 15-25 and veterans have been an important component of the City of Hoboken's public outreach strategy throughout the current conceptual planning period. As the project enters the engineering and design phase, youth and veteran engagement continues to be a key component of the planning process. Partners in implementing the City of Hoboken's youth outreach strategy include Stevens and the Hoboken Board of Education ("Hoboken BOE"). Local organizations that support veteran outreach efforts, and will continue to do so, include several local American Legion and

Veterans of Foreign Wars ("VFW") posts throughout Hudson County.

The most direct way that youth will benefit from the project is through education. Stevens, located along Hoboken's Hudson River waterfront, was a reliable partner during the GISP planning process and has expressed its intention to continue to support efforts to build citywide resiliency. Stevens offers undergraduate degree programs in the disciplines of Business, Humanities & Arts, Science, Computer Science and Engineering. Some project-relevant courses of study at the undergraduate level include Civil Engineering, Environmental Engineering, Engineering Management, and Engineering Physics. Stevens also offers graduate and doctoral programs in a number of disciplines relevant to the project scope including Construction Management, Environmental Engineering, Civil Engineering and Engineering Management. Post-secondary students from Stevens will participate in hands-on learning experiences that focus on the development of green infrastructure assets in Hoboken. The City of Hoboken will also coordinate with the Hoboken BOE to extend youth engagement to students attending Hoboken High School and local charter schools that serve students in grades 9-12.

In order to design effective, hands-on, project-based learning experiences for youth, Hoboken will communicate with administrators at Stevens and the Hoboken BOE. City officials will share information about community planning events and help to facilitate educational opportunities for high school and post-secondary students. All activities will support core curricular content for grades 9-12 and post-secondary learning. Proposed activities for student engagement include educational workshops, design charettes, site visits, and demonstrations. These will be followed up with in-class assignments that reinforce learning, prepared through collaboration between the City of Hoboken, Stevens, Hoboken BOE, Starr Whitehouse, and other project stakeholders, as necessary. Select groups of students, as determined by Stevens and the Hoboken BOE, will also be invited to discuss the project with city officials and representatives of project stakeholders in order to gain relevant, project-based knowledge that supports desired learning outcomes.

Veterans are an important part of the community and the City of Hoboken makes every effort to engage this population in public planning endeavors. For the proposed project, veteran engagement will focus on using the proposed scope of work to provide educational and job training opportunities. The City of Hoboken will coordinate with Hudson County Community College, which specializes in providing educational opportunities to the region's veterans, to design opportunities for veteran engagement. Additionally, American Legion posts in Hoboken, as well as neighboring Jersey City, Union City, and Weehawken, and VFW posts in Weehawken and Jersey City will help Hoboken plan and organize veteran engagement activities. The proposed activities include round table discussions with project stakeholders, green job training seminars, and site visits with construction officials. The City of Hoboken will also leverage the participation of veterans to connect them with local groups that specialize in veteran education and job placement.

D. Collaboration and Partnerships:

Since 2000, the population of Hoboken has grown by more than 29%. Much of this growth has been achieved through redevelopment and the migration of young professionals seeking a lower-cost alternative to the cosmopolitan lifestyle of Manhattan. As the population has grown substantially in such a short period of time, several latent public planning challenges have rapidly become major concerns among residents, business owners and city officials. This includes open space development, as increased population density calls for even more open space in the already limited inventory.

The concept of developing open space for recreational purposes in the H1 Sewershed gained traction in 2006 as public advocates began raising awareness of public open space limitations and the unbalanced impact of flooding in the neighborhood. Since then, efforts have been ongoing to make this dream a reality for the residents and business owners of southwest Hoboken. In 2012, Hurricane Sandy signaled the arrival of climate change and shifted Hoboken's public policy focus from becoming a model of urban sustainability to building resiliency to flooding and severe weather. In addition to the vital need for open space in the H1 Sewershed, there is now an immediate need to implement green infrastructure BMPs that mitigate severe flooding and increase citywide stormwater management capacity.

In early 2013, Hoboken partnered with TNJ, NJTransit, the NHSA, and Stevens to develop the GISP. Through this planning process, the strategic development of Block 12 was identified as a cost-effective project that would immediately increase stormwater management capacity in the flood prone H1 Sewershed. Further, the GISP demonstrated how this investment would be sustainable over the long term and spearhead additional BMP projects in the H1 Sewershed and other neighborhoods by demonstrating the viability of BMPs in addressing urban stormwater management deficiencies.

The public process of acquiring the property was completed in October 2013, as the City of Hoboken assumed ownership

of Block 12, hired landscape architecture firm Starr Whitehouse, and began a public planning process for the site. The purchase of the lot was completed with $3 million in open space funding provided by the County of Hudson. Hudson County has a vital interest in the completion of this project as it is one of the most densely populated counties in the country and shares many of the resiliency challenges experienced by Hoboken. Since December 2013, landscape architecture firm Starr Whitehouse has led the conceptual design phase by hosting community workshops and meeting with city officials. They will continue to play a role in the engineering and design phase to help facilitate the development of construction documents. In addition to the stated roles that the County of Hudson and Starr Whitehouse will play in the project, the City of Hoboken will also receive technical assistance as part of a $500,000 grant award from the Rockefeller Foundation through its Re.Invest Initiative. The assistance will help to incorporate sustainable flood mitigation strategies, including underground water detention systems, into the Block 12 design, for additional stormwater capture capacity. The NHSA and the award-winning group from HUD's Rebuild By Design competition will also be key stakeholders in the engineering and design phase of the project.

State and federal agencies, including the NJ Department of Environmental Protection, US HUD, the US Environmental Protection Agency and other relevant offices will be contacted as needed during project implementation. However, there is not identified role for these entities in the project scope of work, as proposed.

E. Work Plan & Logistics:

a. Project Team:

Dawn Zimmer, Mayor - Mayor Zimmer is entering her second term following four successful years of advancing Hoboken towards sustainability, including increasing flood resiliency. The leadership she demonstrated during the aftermath of Hurricane Sandy and throughout the seven-year campaign for a park in Southwest Hoboken will help spearhead the engineering and design phase of the Block 12 Project to completion.

Stephen Marks, Assistant Business Administrator – Mr. Marks will serve as the Project Director and ensure that all business activities such as bidding, contracting, permitting, and public meetings are completed in accordance with local, state and federal regulations. Mr. Marks will also oversee the selected engineering firm in implementing the project activities as per the expectations set forth during the public bidding process.

Brandy Forbes, Director of Community Development – Ms. Forbes will serve as the Project Advisor, contributing to the management of the project as it relates to community development.

Leo Pellegrini, Director of Health and Human Services – Mr. Pellegrini will serve as the Project Advisor, contributing to the organization of public activities, as well as outreach to, and coordination of, key stakeholders.

Caleb Stratton, Principal Planner – Mr. Stratton will serve as the Project Administrator, spearheading the directives of the Mayor and leadership team, which will be comprised of the Mr. Marks, Ms. Forbes and Mr. Pellegrini.

Ryan Sharp, Principal Planner – Mr. Sharp will support the implementation of project activities to assist Mr. Stratton in organizing community meetings, educational engagement programming, and other proposed activities.

Chris Brown, Principal Planner – Mr. Brown will support the implementation of project activities to assist Mr. Stratton in organizing community meetings, educational engagement programming, and other proposed activities.

The individuals listed above are all municipal employees. Over the past four years, this group of individuals has implemented various public planning efforts, community development initiatives, transportation and pedestrian safety improvements, sustainability enhancements, and other vital projects in Hoboken. All members of the project leadership team have been essential to the City of Hoboken's response to Hurricane Sandy thus far and will continue to be integral components of a well-rounded and capable project team. Additionally, this team led the public visioning and construction process for the recently completed 1600 Park in September 2013, a 2.1 acre open space facility along the Hudson River waterfront. The recent, relevant and successful experience demonstrated by these individuals has helped to begin the post-Sandy recovery process and is indicative of the project team's capacity to complete the Block 12 Project.

Key stakeholders committed to working with the project leadership team and partnering with the City of Hoboken on the

Block 12 Project include the County of Hudson, Starr Whitehouse, the Rockefeller Foundation, the NHSA, and the design team that was selected as a finalist for US HUD's Rebuild By Design competition. The County of Hudson provided funding to acquire the property in December 2013 and will continue to assist with planning and navigating the regulatory and land use requirements in the H1 Sewershed. Starr Whitehouse was hired by the City of Hoboken in December 2013 and has led the public visioning process by hosting community workshops. Starr Whitehouse will also be preparing final conceptual plans to inform the engineering and design phases to be completed under the proposed project. The NHSA has been a long-time partner in helping to develop strategies and solutions for curbing severe flooding. Recent collaborations include the installation of a wireless flood monitoring system that operates through the use of sensors placed under manhole covers at key locations in Hoboken, the civil engineering of a wet weather pump station in the H1 Sewershed, and the development of the GISP. The NHSA will continue to support efforts to minimize flooding by offering assistance and information about Hoboken's sewer infrastructure. Additionally, the award-winning Rebuild By Design team will participate in community outreach efforts by meeting with residents, students, veterans and key stakeholders to introduce their recommendations for a comprehensive flood control strategy.

b. Work Plan:

Upon receipt of grant funds, the City of Hoboken will transition into the engineering and design phase of the Block 12 Project by drafting and issuing an RFP for a qualified design and planning firm. The submittals will be reviewed by an internal working team comprised of members of the project leadership team. Construction documents will be prepared by the firm awarded the winning bid, as per existing procurement laws. Site design will include BMP's that incorporate green infrastructure for the retention and conveyance of stormwater. The green infrastructure will be connected to underground retention, enabling the infiltration of grey-water and the storage of rain during severe weather events. To the greatest extent practicable, both the green infrastructure features and underground retention system will be designed to return the site to its pre-existing hydrology and to increase ecological diversity. The retention system will also be sized to accommodate flows from proximate infrastructure (e.g., sidewalks, roofs and roadways) to reduce the likelihood of severe flooding from rain or surge events throughout the immediate area.

The RFP process will begin in April of 2014, with the selection of a firm by July of 2014. The production of construction documents is expected to begin in July of 2014 and conclude in March of 2015. Other project activities will be conducted in accordance with the schedule below. Responsible parties listed may be altered at any time at the discretion of the Mayor as the chief executive of the City of Hoboken.

Activity	Responsible Party	Timeframe for Completion
Receive formal approval to enter into grant agreement from City Council	Mayor Zimmer	April 2014
Authorize Grant Agreement with US Dept. of Interior	Stephen Marks	May 2014
Draft RFP and accept bids from qualified engineering/design firms	Stephen Marks	May 2014 – June 2014
Review bids, select firm, award contract with City Council approval	Stephen Marks	July 2014
Host stakeholder meeting to update selected firm on project	Caleb Stratton	August 2014
Coordinate with partners and plan educational and job training activities	Caleb Stratton	August 2014
Host community meeting to obtain public input for selected firm	Brandy Forbes	September 2014
Host educational workshop for high school and post-secondary students	Leo Pellegrini	October 2014
Host informative workshop/roundtable discussion for veterans	Brandy Forbes	November 2014
Host design charette for students to learn about development of plans	Leo Pellegrini	November 2014
Host end of year stakeholder meeting to review progress	Caleb Stratton	December 2014
Host green job training seminar for veterans	Brandy Forbes	January 2015
Host community meeting to update public on progress	Brandy Forbes	February 2015
Host site visit for students and veterans at Block 12	Caleb Stratton	March 2015
Host demonstration project for students and veterans at Block 12	Caleb Stratton	March 2015
Obtain final construction plan documents from selected firm	Stephen Marks	March 2015

c. Monitoring and Measuring Performance:

Under the supervision of the Project Administrator, the City of Hoboken will track a number of quantifiable metrics to monitor and measure progress towards the project objectives and the desired outcomes for the Block 12 site. Attendance will be taken at all community meetings, educational workshops, design charettes, roundtable discussions, site visits and

demonstrations to measure the level of public involvement in the planning process. Members of the public, veterans and students who participate in project activities will be asked to complete a survey covering their participation, lessons they have learned, feedback for the design firm, and any comments on the proposed Block 12 project. The City of Hoboken will also obtain survey responses from key stakeholders to evaluate their role in project activities.

The City of Hoboken will evaluate the performance of the selected engineering and design firm upon receipt of final construction documents through the number and diversity of BMPs incorporated into the design, the cost-effectiveness of the proposal, and the potential volume of stormwater that can be captured upon project completion. Additional steps include an internal review of the construction drawings in comparison with the GISP and connectivity with the Rebuild By Design comprehensive flood control strategy. The City of Hoboken will consult with the Rockefeller Foundation to quantify and confirm the plan's ecological value and stormwater management potential. The City of Hoboken will also share information with the NHSA to replicate best practices in countywide stormwater management infrastructure.

d. Return on Investment:

The US Department of the Interior will receive, at minimum, a 12 to 1 return on investment considering the acquisition cost of the project site ($3 million). Investing in the development of construction drawings at this stage will help advance this project towards its ultimate completion by reducing the overall cost to the City of Hoboken. Additionally, full funding of this stage will allow the City of Hoboken to allocate resources toward the construction of the open space facility and BMPs. Taxpayers will receive a significant return on investment as the development of both open space and green infrastructure will create valuable public space and reduce the likelihood of future damage to both public and private property during coastal flood events. Storms on the size and scale of Hurricane Sandy cost the region hundreds of millions of dollars by shutting down vital urban systems such as transportation, commerce and healthcare. This project brings the Hoboken one step closer to having a permanent, cost-effective resource that helps mitigate hazards and alleviate severe flooding in its most vulnerable sewershed. Making the investment now will yield significant long-term gains to taxpayers in Hoboken as well as regional taxpayers who rely on Hoboken's transportation infrastructure.

e. Risk:

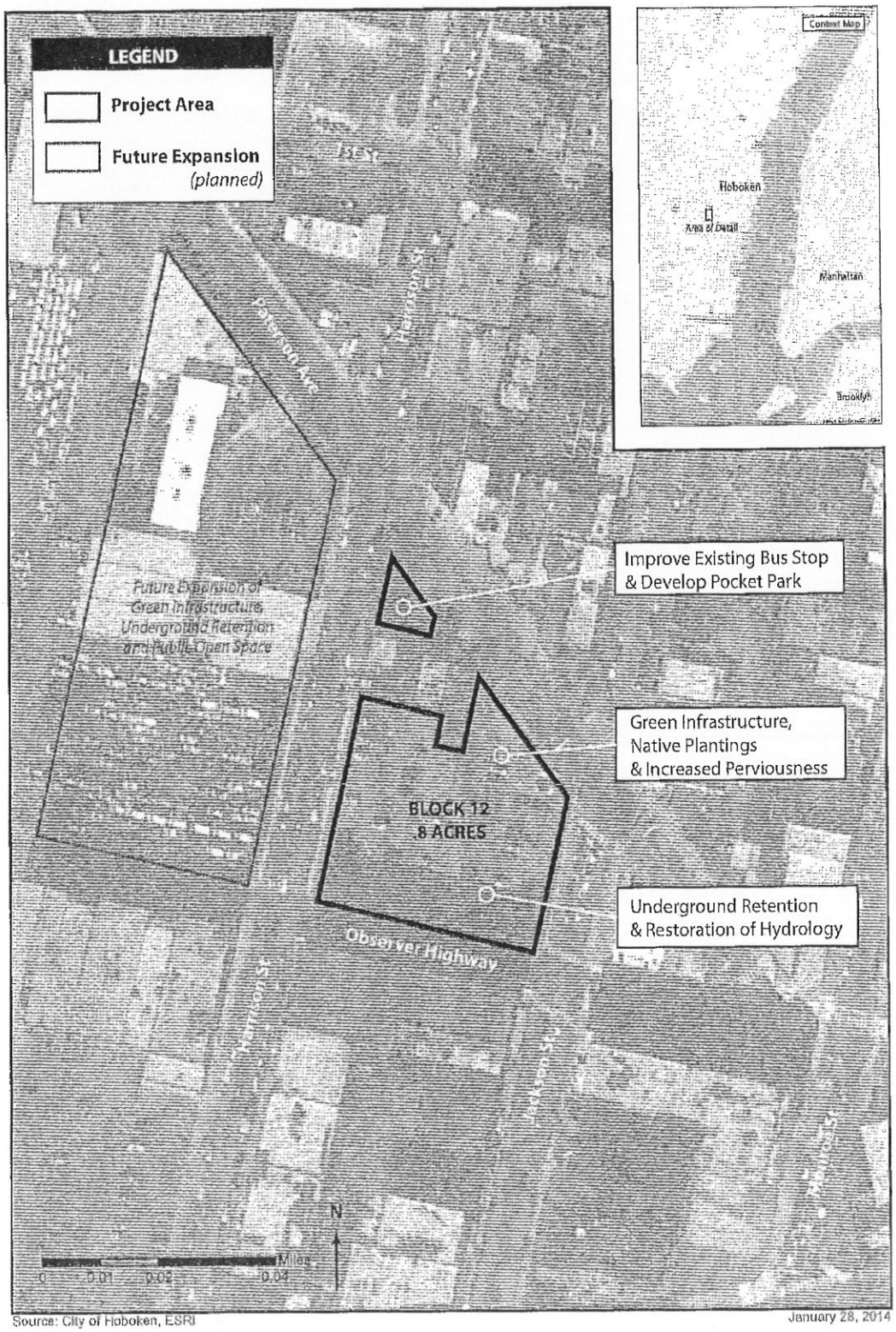
The project has a high probability of success and is scheduled to move forward once funding is secured for open space development. The City of Hoboken, County of Hudson and Rockefeller Foundation have all made significant investments into the acquisition and planning of Block 12. The Hudson County Superior Court approved the City's acquisition of the site in August 2013, with the final acquisition completed in October 2013 at a cost of $2.937 million.. Starr Whitehouse, a landscape architecture and planning firm with expertise in parks design and green infrastructure for stormwater management, was hired in October 2013 to lead the concept planning process. Over 600 residents responded to an online survey and the first community workshop was conducted in December 2013. The Rockefeller Foundation has also dedicated a portion of $500,000 set aside for the City of Hoboken to incorporate sustainable flood mitigation strategies into the site design. To date, the total investment of public and private funding into the project is more than $3.5 million, demonstrating the likelihood of project completion in the near future. The probably of negative impacts on coupled human natural system resilience is limited. Remediation and improvement of a 1-acre asphalt area will, at a minimum, improve on grade soil quality, reduce stormwater runoff, increase retention capacity, reduce the likelihood of flooding, increase biodiversity, and increase recreational space.

f. Permits and Approvals:

No permits are necessary to proceed with construction drawings under the engineering and design phase. However, Hoboken will work with NHSA, the NJ Department of Environmental Protection, and the Hoboken Zoning Officer to comply with state and local work requirements. Prior to project development, a zoning permit will be obtained through the Hoboken Zoning Office and a construction permit will be obtained through the Hoboken Building Department. The planning board will provide a courtesy review, advising the City of Hoboken on recommendations for the project.

g. Safety:

This criterion is not applicable for the design phase of this project. Moving forward, the City of Hoboken will follow all local, state and national guidelines to ensure the safety of workers at the construction site, including OSHA regulations.



Source: City of Hoboken, ESRI

January 28, 2014

Hurricane Sandy Coastal Resiliency: Block 12 Project Area

City of Hoboken
Division of Mobility & Planning

REBUILD BY DESIGN

An Initiative of the President's Hurricane Sandy Rebuilding Task Force

In Collaboration With
NYU's Institute for Public Knowledge
Municipal Art Society
Regional Plan Association
Van Alen Institute

Re: Hurricane Sandy Coastal Resiliency Competitive Grants Program
The City of Hoboken, New Jersey
H1 Sewershed Block 12 Project

Ms. Mandy Chestnutt
Senior Manager, Conservation Programs
National Fish & Wildlife Foundation
1133 15th Street, NW, Suite 1100
Washington, D.C. 20005

January 30, 2014

Dear Ms. Chestnutt:

Rebuild by Design, an initiative of the Hurricane Sandy Rebuilding Task Force, is writing in support of the City of Hoboken's application for the Hurricane Sandy Coastal Resiliency Competitive Grants Program. By integrating green infrastructure into Hoboken's H1 Sewershed, the City will be able to provide new and needed public open space, improve the continuity and resiliency of public transportation along the Northeast Corridor and improve community resiliency.

The development of Block 12 in the H1 Sewershed will provide Hoboken with a long-term green infrastructure asset in the most flood- prone area of the city. Not only will this project serve to anchor the Sewershed open space redevelopment, it will also have the capacity to capture, retain and/or recycle large volumes of rainwater during severe storm events. Furthermore, this project will benefit Hoboken's nearby low-income population, which is disproportionately burdened by flooding in this area. The proposal is a replicable model for integrating green infrastructure into an urban environment while achieving multiple policy goals.

Rebuild by Design currently has a design team working in Hoboken to build resiliency through a comprehensive flood management strategy that includes green infrastructure. The plan for Hoboken's H1 Sewershed is a critical component of this comprehensive flood management strategy. With additional support, NFWF can optimize the use of federal resources to support resilience in Hoboken.

REBUILD
BY
DESIGN

Sincerely,

Henk Ovink
Principal
Rebuild by Design

Lead Supporter
The Rockefeller Foundation

With Support From:
Deutsche Bank Americas Foundation
Hearst Foundation
JPB Foundation
Surdna Foundation
The New Jersey Recovery Fund

Contact
info@rebuildbydesign.org
rebuildbydesign.org

TOGETHER NORTH JERSEY

Edward J. Bloustein School of Planning and Public Policy
Rutgers, The State University of New Jersey
33 Livingston Avenue
New Brunswick, New Jersey 08901

www.togethernorthjersey.com

PH: (848) 932-2840 direct dial
FAX: (732) 932-3714

January 30, 2014

The Honorable Sally Jewell, Secretary
United States Department of Interior
1849 C Street, N.W.
Washington, DC 20240

Dear Madam Secretary:

I am writing to you on behalf of **Together North Jersey**, a partnership of jurisdictions, organizations, educational institutions and businesses in northern New Jersey that have joined together to create a long-term action plan to promote sustainable community development in a 13-county planning region. The **City of Hoboken**, which was severely impacted by Hurricane Sandy, is applying for funding from the United States Department of the Interior's *Hurricane Sandy Coastal Resiliency Competitive Grants Program*. The "Block 12" open space and green infrastructure project for which Hoboken seeks funding will promote long-term resiliency in one of New Jersey's most densely populated coastal communities. The project is consistent with Hoboken's recently completed **Green Infrastructure Strategic Plan** and will bring the City's long-standing goal of alleviating flooding in Southwest Hoboken an important step closer to reality.

In November 2011, Together North Jersey was selected to receive a $5 million Sustainable Communities Regional Planning Grant by the U.S. Department of Housing and Urban Development. As part of this grant award, our region received ***Preferred Sustainability Status***. Under this status, applications for various federal funding programs may be eligible to receive "bonus points" and/or priority consideration for projects that seek to advance the Federal Partnership for Sustainable Communities Livability Principles and that are consistent with the goals and objectives of our grant award. **Given the region's Preferred Sustainability Status and the goal of the *Coastal Resiliency Competitive Grants Program to leverage Federal investments*, I would like to request that the Department of Interior give priority consideration to the City of Hoboken's application for funding.**

Over the past two years, Together North Jersey and the City of Hoboken have collaborated on multiple occasions to develop "nature-based" solutions to chronic flooding problems and areas at risk for storm surge inundation and sea-level rise. Our collaborations have included the deployment of rain gardens in the city, envisioning green infrastructure for City Hall and most recently development of a Green Infrastructure Strategic Plan (GISP) for the entire city. This plan, which was funded through Together North Jersey's Sustainable Communities grant from HUD, is a model for communities throughout the State.

The City of Hoboken is a key member of the Together North Jersey partnership. The City's leadership in seeking nature-based solutions and demonstrating on-the-ground implementation of green infrastructure approaches such as the "Block 12" project are central to the goals and objectives of the Together North Jersey planning initiative. I hope that you will agree that this project is worthy of funding and that you look favorably on its selection for an award.

Sincerely,

Jon A. Carnegie, AICP/PP
Project Director
Together North Jersey

re:focus
PARTNERS

Hon. Dawn Zimmer, Mayor
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

January 27, 2014

Dear Mayor Zimmer:

On behalf of re:focus partners and the RE.invest Initiative, I am so pleased to submit this letter of support for your application for funding from the U.S. Department of the Interior's Hurricane Sandy Coastal Resiliency Competitive Grant Program.

In the Spring of 2013, we selected Hoboken to participate in the RE.invest Initiative, a national program supported by The Rockefeller Foundation, designed to help cities develop and finance city-wide resilient infrastructure solutions. The City of Hoboken was chosen from a long list of competitive applicants from across the country because of the strong vision you laid out for rebuilding in the wake of Superstorm Sandy. The storm highlighted Hoboken's vulnerability to rising seas, more severe storms, widespread flooding, and power outages. Rather than simply reconstructing your traditional water, energy, telecommunication, and other coastal systems that were damaged in the storm, you committed to finding new green and resilient infrastructure strategies to make Hoboken more robust in future.

We are so pleased to be working with you to realize that vision. Over the course of the last year, our RE.invest team of engineers, lawyers, and finance experts has worked closely with Hoboken to identify innovative infrastructure design and investment options for the city. We have been tremendously impressed with your leadership, the creativity and dedication of your senior officials and staff, and the technical expertise that all of you have been able to bring together to support your resilient infrastructure and community development goals.

Our team in particular has been working with Hoboken to integrate projects across sectors, such as roads and stormwater upgrades, and to use public resources more

re:focus
PARTNERS

efficiently and leverage private investment in building stronger communities. Your leadership team has worked with our RE.invest partners to identify key parcels of city land and open space that can serve as anchors for an integrated flood management system. Over the course of the coming year, we will be developing detailed plans for surface and underground stormwater detention systems that are integrated with green infrastructure strategies to help to mitigate flooding and also address other community needs, including lack of green space and pedestrian and traffic safety concerns.

The aim of this work is directly in line with the goals of the Hurricane Sandy Coastal Resiliency Competitive Grants Program to support projects "that assess, restore, enhance or create wetlands, beaches and other natural systems to better protect communities as well as fish and wildlife species and habitats from the impacts of future storms and naturally occurring events." Based on our experiences working with your team over the past year, we are confident that a Hurricane Sandy Coastal Resiliency Grant would be well used in Hoboken to protect vulnerable communities from the impacts of future storms and to strategically leverage additional private investment in your city.

We enthusiastically support this application and look forward to continuing to work with you to make Hoboken a model for other cities looking to develop resilient natural infrastructure systems.

Sincerely,

Shalini Vajjhala
Founder & CEO
re:focus partners

COUNTY OF HUDSON

OFFICE OF
THE COUNTY EXECUTIVE

BRENNAN COURT HOUSE
583 NEWARK AVENUE
JERSEY CITY, NEW JERSEY 07306
PHONE: 201-795-6200
FAX: 201-714-4825

THOMAS A. DE GISE
COUNTY EXECUTIVE

Hon. Dawn Zimmer, Mayor
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

January 27, 2014

RE: Hurricane Sandy Coastal Resiliency Grant Program—Letter of Support

Dear Mayor Zimmer:

I would like to extend my firm support as you apply for funding from the United States Department of the Interior's Hurricane Sandy Coastal Resiliency Grant Program. The proposed planning efforts at Block 12 will bring the long-standing project to generate open space in Southwest Hoboken one step closer to completion.

Over the past several years, the County of Hudson has welcomed the opportunity to collaborate with the City of Hoboken and expand the acreage of publicly accessible open space in our densely populated county. Our previous collaborations have brought the Block 12 project to its current status, and we are glad to continue supporting the City in this endeavor. Also, the immediate need for this open space and green infrastructure facility grows larger every day in light of the devastation Hurricane Sandy caused across our region. Once completed, Block 12 will not only provide the residents of Southwest Hoboken with recreational space, but will protect Hoboken from future flooding and severe storms. Further, this project is essential to strengthening the resiliency of transportation and commercial systems that keep our regional economy growing.

In the wake of Hurricane Sandy, the desire of the entire Hoboken community to become resilient to future flooding is a testament to your leadership during this difficult time in the history of our community. I applaud your efforts to further the Block 12 project and wish you the best in securing funding to build Hoboken's coastal resiliency.

If I can be of further assistance, please contact me.

Sincerely,

Thomas A. DeGise

Thomas A. DeGise
Hudson County Executive

STARR WHITEHOUSE
Landscape Architects
and Planners PLLC

80 Maiden Lane, Suite 1901
New York, New York 10038
212.487.3272, Fax 212.487.3273
www.starrwhitehouse.com

January 30, 2014

Hon. Dawn Zimmer, Mayor
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Dear Hon. Mayor Dawn Zimmer,

I am writing support Hoboken's grant submission to the National Fish and Wildlife Foundation in response to the Hurricane Sandy Coastal Resiliency Competitive Grants Program. At Starr Whitehouse we are preparing a concept design for the Block 12 Park in Southwest Hoboken, which addresses current flooding issues through green infrastructure and underground retention.

Southwest Hoboken is a low-lying area in a city prone to flooding. Hoboken's combined sewer system collects both sanitary and stormwater flows, a condition which diminishes water quality and leads to extreme flood events. During wet weather, excess water bypasses the waste water treatment plant and flows out of combined sewer overflows (CSO), directly into the Hudson River. During high tide, the CSOs can become submerged, preventing the excess water from discharging. When the collection system reaches capacity, water cannot flow in and this causes flooding.

A citywide study has identified four strategies for managing stormwater: Stop, Detain, Store and Discharge. The study positions Block 12 in an area suitable to Store and Discharge. The site is currently 90% impervious, but it has the potential to collect and store stormwater from a 100-year storm. In an area starved for parks, the site presents an ideal opportunity to combine green infrastructure and water retention with the creation of a public open space. The transformation of an asphalt parking lot into a vibrant neighborhood park that works to reduce flooding is a powerful response to the devastation of Hurricane Sandy, and we support this grant submission without reservation.

Sincerely,

Wendy Andringa
Landscape Architect

NORTH HUDSON SEWERAGE AUTHORITY

1600 Adams St.
Hoboken, NJ 07030
201/963-6043
Fax 201/963-3907
www.nhudsonsa.com

Commissioners:

Frank Raia
Chairman

Brian Assadourian
Brian H. Kappock
Libero D. Marotta
Harold Schroeder
Anthony J. Soares
Alejandro Velázquez
Count J. Wiley
Erika Zucconi

Dr. Richard J. Wolff
Executive Director

Fredric J. Pocci, P.E.
Authority Engineer

January 28, 2014

Stephen D. Marks
Assistant Business Administrator
City of Hoboken
94 Washington Street
Hoboken, N.J. 07030

Re: Hurricane Sandy Coastal Resiliency Competitive Grants Program

Dear Mr. Marks:

We understand that the National Fish and Wildlife Foundation (NFWF) will award more than $100 million in grants to projects that restore, enhance, or create natural systems to help better protect communities, and to mitigate the impacts of future storms.

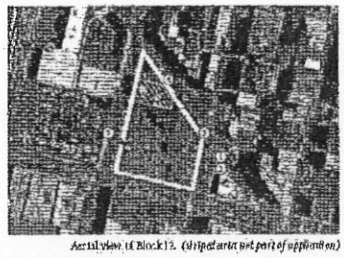
In an effort to help reduce flooding, the City of Hoboken is preparing a grant submission to the NFWF in response to the Hurricane Sandy Coastal Resiliency Competitive Grants Program for up to $1,000,000 to fund green infrastructure and underground retention for Block 12, a recent land acquisition by the City of Hoboken. This property is located in the southwest, flood-prone area of the city and will provide capacity to retain and infiltrate storm water and simultaneously help the Authority to attain its long term goals in reducing combined sewer overflows into the Hudson River.

We support your efforts and always encourage the use of green infrastructure to deal with storm flows into the Authority's collection system.

Very truly yours,

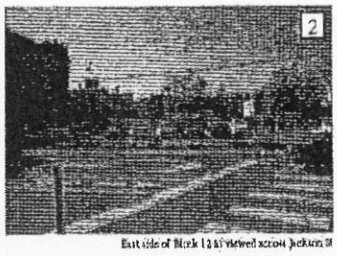
Fredric J. Pocci

Fredric J. Pocci

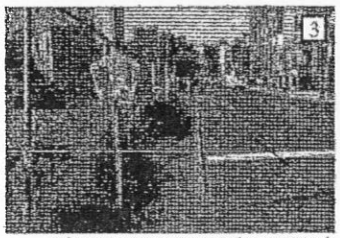


Aerial view of Block 12. *(Aerial area not part of application)*

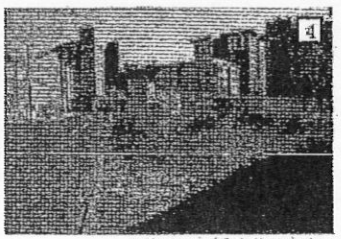
Northeast corner of Block 12 at Jackson St. Crosswalk



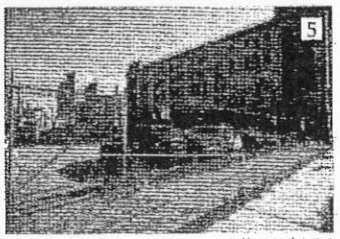
East side of Block 12 at viewed across Jackson St



Unimproved pedestrian walkway on northeast side of Block 12



Northern corner of Block 12 facing Southeast



West side of Block 12

Hurricane Sandy Coastal Resiliency Competitive Grant Program

Block 12 Site Photos

January 27, 2014
City of Hoboken
Division of Mobility & Planning

NFWF

Statement of Litigation

Instructions: Save this document on your computer and complete. The final narrative should not exceed two (2) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

Litigation: In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

This attachment is not applicable as the City of Hoboken is a unit of local government and not required to complete this section.

City of Hoboken

Municipal Council

The Hoboken City Council is the law-making body of the City of Hoboken. It is comprised of three At-Large members elected to represent the entire City and six member-elected to represent one of our City's six wards. The Council monitors the operation and performance of city agencies, makes land use decisions and has sole responsibility for approving the city's budget. It also legislates on a wide range of other subjects.

Name	Title	Wards	Term Begins	Term Expires
Ravinder Bhalla	Council-at-Large	city wide	Jan. 4, 2014	Dec. 30, 2017
James J. Doyle	Council-at-Large	city wide	Jan. 4, 2014	Dec. 30, 2017
David Mello	Council-at-Large	city wide	Jan. 4, 2014	Dec. 30, 2017
Theresa Castellano	Councilwoman	1st Ward	July 1, 2011	June 30, 2015
Elizabeth Mason	Councilwoman	2nd Ward	July 1, 2011	June 30, 2015
Michael Russo	Councilman	3rd Ward	July 1, 2011	June 30, 2015
Timothy Occhipinti	Councilman	4th Ward	July 1, 2011	June 30, 2015
Peter Cunningham	Councilman	5th Ward	July 1, 2011	June 30, 2015
Jennifer Giattino	Councilwoman	6th Ward	July 1, 2011	June 30, 2015

George DeStefano

From: Stephen Marks
Sent: Tuesday, August 19, 2014 4:27 PM
To: Quentin Wiest
Cc: Mellissa Longo; Alysia Proko; Solomon Steplight; Chris Baldwin; George DeStefano; Daniel Bryan
Subject: FW: National Fish & Wildlife Foundation Award Notification - Project #42714
Attachments: NFWF Block 12_Hoboken_Final App.pdf

Q:

For the next city council meeting, I would like to place a chapter 159 resolution accepting a $250,000 grant from the U.S. Department of Interior, National Fish and Wildlife Foundation.

The application was authorized by the council in February 2014. Attached is the original grant proposal.

The USDOI/NFWF grant notice is below, however, they will not be sending a formal award letter.

Thanks,
Stephen

****

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Tel.: (201) 420-2059
Fax: (201) 420-2096
Email: smarks@hobokennj.gov

From: easygrants@nfwf.org [mailto:easygrants@nfwf.org]
Sent: Monday, June 16, 2014 9:20 AM
To: smarks@hobokennj.org
Cc: mandy.chesnutt@nfwf.org; candace.leong@nfwf.org
Subject: National Fish & Wildlife Foundation Award Notification - Project #42714

Dear Mr. Marks,

We are pleased to advise you that the National Fish and Wildlife Foundation, working on behalf of the United States Department of Interior, has been notified that an award of $250,000 to the City of Hoboken, New Jersey to support the Transforming Hoboken's Block 12 into a Green Infrastructure Asset (NJ) project has been approved. This award is made on the condition that these funds will be matched by $3,615,400 in additional funds raised by the City of Hoboken, New Jersey specifically for this project.

We will be following up with you shortly with information on a webinar that NFWF will host for recipients of grants awarded through this program.

Candace Leong will be the Grants Administrator for this project. Candace will email you shortly to request completion of a financial data worksheet and to request edits to your proposal. Please let Candace know if you have any questions in the meantime. Candace can be reached at candace.leong@nfwf.org or 202-857-0166.

Sincerely,
The National Fish and Wildlife Foundation

Sponsored By: _____

Seconded By: _____

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, NJ AT A MEETING HELD ON: SEP 0 3 2014

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZING THE CITY OF HOBOKEN TO PARTICIPATE IN THE STATE LOCAL COOPERATIVE HOUSING INSPECTION PROGRAM FOR THE JULY 1, 2014 TO JUNE 30, 2015 TERM (STATE FISCAL YEAR), ACCEPTING THE $80,000.00 GRANT FROM THE PROGRAM AND AUTHORIZING THE MAYOR TO ACT AS THE AUTHORIZED AGENT FOR THE DURATION OF THE PROGRAM

WHEREAS, the City of Hoboken has been approved by the State of New Jersey Department of Community Affairs for participation in the program known as "State Local Cooperative Housing Inspection Program" which would provide the City of Hoboken with $80,000.00 to effectuate proper housing inspections of multiple family dwellings, hotels and motels within the City limits; and,

WHEREAS, the City Council of the City of Hoboken finds it advantageous for the City to accept participation into this program to help effectuate proper inspections of the numerous multiple family dwellings within the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City is authorized to participate in the State of New Jersey State Local Cooperative Housing Inspection Program for the term commencing July 1, 2014 and terminating June 30, 2015;

BE IT FURTHER RESOLVED, the City of Hoboken accepts the $80,000.00 allocated grant for participation in the program; 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 furnish any documentation necessary to effectuate the City's participation in this program and funding for participation in this program;
2. Act as authorized agent and correspondent for the City of Hoboken; and,
3. Execute necessary contracts, as needed, to have the funding awarded.

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 810
TRENTON, NJ 08625-0810

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

July 1, 2014

I am pleased to inform you that your municipality is authorized, subject to the conditions set forth in the enclosed document entitled "Conditions of Authorization", to perform inspections on behalf of the Bureau of Housing Inspection. The reservation of funds and authorization to inspect is effective upon our receipt of two signed copies of the Division of Codes and Standards Director, Edward M. Smith's letter, which is enclosed.

The authorization hereby conferred is subject to revocation in the event that the work submitted by your municipality is inadequate as to either quality or quantity or in the event of any other failure to comply with the enclosed Conditions of Authorization.

It is my pleasure to forward Director Smith's letter reserving funds to pay your municipality for inspections of hotels and multiple dwellings pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq. and the Regulations for Maintenance of Hotels and Multiple Dwellings, N.J.A.C. 5:10-1 et seq. If, during the course of the year, you anticipate your earnings to exceed the amount of the reservation, please contact Supervisor George Eaton at (609) 633-6240, so that appropriate action can be taken.

Sincerely,

Edwin S. Tomkiewicz
Chief
Bureau of Housing Inspection

New Jersey is an Equal Opportunity Employer • Printed on Recycled paper and Recyclable

State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 810
TRENTON, NJ 08625-0810

CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT GOVERNOR

RICHARD E. CONSTABLE III
COMMISSIONER

July 1, 2014

The Honorable Dawn Zimmer
Mayor, City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: State Local Cooperative Housing Inspection Program

Dear Mayor Zimmer:

On behalf of Governor Chris Christie and the New Jersey Department of Community Affairs, it is my pleasure to welcome the City of Hoboken's participation in the State Local Cooperative Housing Inspection Program. Under this Program, your municipality has requested and received authorization to conduct the State mandated inspections of hotels and multiple dwellings within its jurisdiction on behalf of the Bureau of Housing Inspection during the period from July 1, 2014 to June 30, 2015. This Authorization is based upon the requirement that these inspections and their related activities be conducted in strict accordance with the Conditions of Authorization enclosed with this letter.

In order to pay your municipality for conducting these State inspections during Fiscal Year 2015, the Bureau has allocated the sum of $80,000.00. This amount is based upon the number of hotels, motels and multiple dwellings in your municipality that will require inspection during Fiscal Year 2015. In addition to the current inspections, this number may also include inspections determined by the Bureau to be overdue.

To indicate your acceptance of this authorization, please sign both copies of this letter and return one copy to **George Eaton, Supervisor of the State Local Cooperative Housing Inspection Program, Bureau of Housing Inspection, Post Office Box 810, Trenton, New Jersey 08625-0810. Please retain the other copy for your files.**

I thank you for your interest in the Department's State Local Cooperative Housing Inspection Program and look forward to working with you during the upcoming months toward our common goal of ensuring safe and decent housing within your municipality.

Sincerely,

Edward M. Smith
Director
Division of Codes and Standards

_____

Dawn Zimmer, Mayor
Hoboken
Enclosure

State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 810
TRENTON, NJ 08625-0810

CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT GOVERNOR

RICHARD E. CONSTABLE III
COMMISSIONER

July 1, 2014

The Honorable Dawn Zimmer
Mayor, City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: State Local Cooperative Housing Inspection Program

Dear Mayor Zimmer:

On behalf of Governor Chris Christie and the New Jersey Department of Community Affairs, it is my pleasure to welcome the City of Hoboken's participation in the State Local Cooperative Housing Inspection Program. Under this Program, your municipality has requested and received authorization to conduct the State mandated inspections of hotels and multiple dwellings within its jurisdiction on behalf of the Bureau of Housing Inspection during the period from July 1, 2014 to June 30, 2015. This Authorization is based upon the requirement that these inspections and their related activities be conducted in strict accordance with the Conditions of Authorization enclosed with this letter.

In order to pay your municipality for conducting these State inspections during Fiscal Year 2015, the Bureau has allocated the sum of $80,000.00. This amount is based upon the number of hotels, motels and multiple dwellings in your municipality that will require inspection during Fiscal Year 2015. In addition to the current inspections, this number may also include inspections determined by the Bureau to be overdue.

To indicate your acceptance of this authorization, please sign both copies of this letter and return one copy to **George Eaton, Supervisor of the State Local Cooperative Housing Inspection Program, Bureau of Housing Inspection, Post Office Box 810, Trenton, New Jersey 08625-0810. Please retain the other copy for your files.**

I thank you for your interest in the Department's State Local Cooperative Housing Inspection Program and look forward to working with you during the upcoming months toward our common goal of ensuring safe and decent housing within your municipality.

Sincerely,

Edward M. Smith
Director
Division of Codes and Standards

_____
Dawn Zimmer, Mayor
Hoboken
Enclosure

CONDITIONS OF AUTHORIZATION

Definitions - Unless otherwise indicated, the within terms shall have the following meanings:

Act - Act shall mean the Hotel and Multiple Dwelling Law (P.L. 1967, C. 76 as amended, N.J.A.C. 55:13A-1 et seq.).

Building - Building shall mean a multiple dwelling as defined by the N.J.S.A. 55:13A-3(k) or a hotel as defined by N.J.S.A. 55:13A-3(j) subject to the jurisdiction of the Bureau of Housing Inspection.

Bureau - Bureau of Housing Inspection.

Certificate of Inspection - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-13, to the owners of the buildings that are found to be in compliance with the Regulations.

Certificate of Registration - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-12, to the owners of buildings that have been properly registered.

Commissioner - Commissioner shall mean the Commissioner of Community Affairs.

Department - Department shall mean the Department of Community Affairs

Local Enforcing Agency (LEA) – A permanent municipal, county or interlocal agency maintained for the purpose of conducting inspections and enforcing building maintenance laws, ordinances, codes and rules, that is supervised by, and has all hotel and multiple dwelling inspections performed by, persons licensed under N.J.A.C. 5:10-1 et seq.

Municipality - Municipality shall mean the municipality or county authorized by a letter transmitted together herewith to perform inspections on behalf of the Bureau.

Owner - Owner shall mean the person who owns, purports to own, or exercises control of any hotel or multiple dwelling.

Registration - Registration shall mean registration of a hotel or multiple dwelling in accordance with N.J.S.A. 55:13A-12.

Regulations - Regulations shall mean the current Regulations for the Maintenance of Hotels or Multiple Dwellings (N.J.A.C. 5:10-1.1 et seq.) promulgated pursuant to N.J.S.A. 55:13A-7.

Shall – As used in this Conditions of Authorization, is always to be construed as mandatory.

1. The Municipality shall comply with all provisions of the Act and Regulations whether explicitly referred to herein or not, and with all directives of the Bureau issued pursuant thereto.

2. The Department shall create a reservation for the purchase of inspection services from the Municipality during the period from July 1 to the following June 30 and shall give notice to the Municipality of the amount of such reservation for this period. The Municipality may make requisitions against this Reservation in amounts not to exceed credits earned under Paragraph 7 Section A, B, and C at the time of requisition. Said reservation may be decreased by the Department, if in its sole discretion, it determines that the Municipality cannot reasonably be expected to do enough work satisfactory to the Department to earn the full amount of the Reservation before the end of the State's fiscal year.

3. The Municipality shall perform the following services:

   A. The Municipality shall identify all unregistered or improperly registered buildings within the Municipality. A separate information form prescribed by the Bureau shall be completed and promptly forwarded to the Bureau for each such building.

   B. The Municipality shall be obligated to keep the local registry accurate by promptly reporting to the Department all transfers of ownership, demolitions, alterations, and construction of buildings within the Municipality and by reporting all errors that may appear.

   C. The municipality or county shall inspect, in each State fiscal year, all of the multiple dwellings and hotels and units of dwelling space therein which the Bureau determines to be subject to cyclical inspection in that fiscal year.

   D. **The inspections, that are required to be performed pursuant to Paragraph C above, shall be completed and submitted, to the Bureau within 90 days of their date assigned.**

   E. All buildings are to be inspected in accordance with the most recently promulgated Regulations.

   F. The Municipality shall, in addition to whatever local procedures it chooses to adopt, make an inspection report concerning each inspected building upon forms prescribed by the Bureau. The local program official(s) designated by the Municipality and approved by the Department shall sign all inspection and reinspection reports submitted to the Bureau. Such reports shall include the name of the inspector who performed the inspection and shall be submitted to the Bureau not less frequently than once per month. In the event that an inspection of a building discloses a violation of the Regulations constituting an imminent hazard to the health, safety and welfare of its occupants, the Municipality shall without delay transmit its inspection report and findings to the Bureau for appropriate action. All reports submitted to the Bureau, which disclose violations shall be clearly segregated from reports, which disclose no violation.

G. When specifically requested by the Bureau, the Municipality shall conduct, within one week of the request, reinspection of those buildings where violations were discovered at the time of the original inspection. The Municipality shall make a reinspection report concerning each building upon forms prescribed by the Bureau and forward such reports to the Bureau upon completion thereof. No reinspection reports will be accepted for credit unless all original reported violations have been reinspected. The Bureau shall be responsible for any other functions of the enforcement procedure, which can be undertaken on a local level. **Only the Bureau shall grant extensions of time to complete abatement.**

H. The Municipality shall provide the Department with such information as may be necessary to determine the eligibility of the Municipality for funds that may be requisitioned by it under the Paragraph 7 hereof; including without limitation, copies of past, current and projected operation budgets and tables of organization for the Municipal Departments undertaking inspection and related duties. The Municipality shall also supply the Bureau with a list of appropriate totals of those buildings within its boundaries, which are not registered or inspected by the end of each State fiscal year.

I. The Municipality shall be solely responsible for compliance with Local, State, and Federal Law pertaining to the dislocation and relocation of individuals, families and businesses. Nothing herein shall limit the Municipality from applying to the Department for relocation assistance, as it may deem necessary.

J. The Municipality shall perform, within its boundaries, inspections of those buildings that are the subject of complaints received by the Bureau. Such inspections shall be complete and performed in accordance with Paragraph 3, Section D and included in the regular cycle of inspections. However, in the event that the building, which is subject of the complaint; has been issued a valid Certificate of Inspection, by the Bureau, the first inspection and reinspection shall be limited to the subject matter of the complaint.

K. All persons employed by a municipality or county to perform inspections under the Multiple Dwelling Act, shall be licensed pursuant to N.J.A.C. 5:10-1B. Inspectors acceptable and **certified** by the Bureau shall perform all inspections pursuant hereto. The Municipality shall provide to the Bureau two passport photos and both resumes and Conflict of Interest Questionnaires, of all inspectors whom the Municipality intends to assign to perform inspections pursuant hereto. No inspector disapproved by the Bureau shall perform any inspections pursuant hereto. Upon request of the Bureau, the Municipality shall provide to the Bureau such further information concerning any inspector whom the Municipality assigns or intends to assign to perform inspections pursuant hereto as the Bureau may require. In the event that the Bureau deems the quality of an inspector's work to be unsatisfactory and so advises the Municipality, then the Municipality shall immediately cease to assign inspections required to be performed pursuant hereto to the said inspector. Upon termination of an inspector, the photo ID supplied by the Bureau shall be returned to the Bureau immediately. All inspectors assigned by the Municipality to perform inspections pursuant hereto shall attend, and shall be required by the Municipality to attend, training sessions scheduled by the Bureau when such attendance is required by the Bureau and any such inspector is not specifically excused by the Bureau.

Inspections made in conjunction with newly constructed or converted buildings as described in N.J.S.A. 52:27D-119 et seq. are not authorized.

L. In the event that the municipality chooses to establish itself as a Local Enforcement Agency (LEA) pursuant to N.J.A.C. 5:10-1A, the municipality will be removed from the State-Local-Cooperative-Housing-Inspection-Program upon passage of the municipal ordinance that establishes them as an LEA, All previously completed and outstanding inspections, reinspections, etc. become the responsibility of the Bureau of Housing Inspection until their completion. All outstanding assignments shall be returned to the Bureau for completion once the LEA is established.

4. The Department or Bureau shall do the following:

   A. The Bureau shall supply the Municipality with a listing of all buildings within the Municipality's boundaries registered or on file with the Bureau, and such other information regarding inspection and enforcement activities of the Municipality and the Bureau as may reasonably be required.

   B. The Department shall furnish to the Municipality all forms or documents, which are or may become necessary to carry out the duties assumed hereunder.

5. The Bureau, upon receipt of each inspection report disclosing a violation or violations, may initiate whatever enforcement or compliance proceedings, as it deems fit and appropriate.

6. The Department shall credit the Municipality in accordance with the following formulas:

   A. Upon formal registration of each building not now registered, the Municipality shall be credited with an amount of $10.

   B. The Municipality shall be credited for inspections performed as follows: $23 per unit for up to and including 7 units, $15 per unit for the next 16 units, $12 per unit for the next 24 units, and $9 per unit for all units in excess of 47 units. Credits for projects will be calculated in the same manner using the total number of units in the project as a base. Credit for reinspection will be $8 per unit reinspected with a minimum of $10 per building. In the event of Administrative hearings and/or court appearances, the Department shall credit the Municipality with a maximum of $25 per full day for each municipal witness required to appear. Without prior permission, Municipal attendance at Departmental hearings shall be limited to one person per day.

   C. The Municipality shall be credited with $10 for each transfer of ownership, or creation of a building when the Municipality is responsible for such information reaching the Department in the first instance.

   D. The Municipality shall be credited with an amount of $10 per unit for each first inspection and each reinspection when the inspection is performed as a result of a complaint received by the Bureau, and when the building that is the subject of the complaint has been issued a valid Certificate of Inspection by the Bureau. In the event that the building complained of has not been issued a Certificate of Inspection, the Municipality will be credited in accordance with Paragraph 6, Section B for the first inspection and reinspection.

   E. No credit shall be allowed for any work that is not satisfactory to the Bureau.

7. The Municipality may from time to time make requisitions against the Reservation, as may be approved by the Commissioner, up to but not in excess of the amount of credits outstanding in said account as of the date of the requisition; said requisition shall be nevertheless expressly limited to reimbursement to the Municipality for existing or additional expenses incurred in carrying out the duties assumed by it hereunder or to improve its housing inspection program and to supplement the locally approved budget dedicated to local housing inspection programs; provided, however, in the event the Municipality shows to the satisfaction of the Commissioner that such funds are not needed for the above, requisitions may request payment to the general surplus or other account designated by the Municipality.

8. The Municipality shall submit such data as the Department shall from time to time require and shall from time to time make its books available for the Department's inspection at such times as the Department shall require.

9. The Municipality shall conscientiously enforce all local ordinances related to housing and shall proceed under such ordinances with respect to cases referred by the Bureau for enforcement under such ordinances. No payment shall be made by the Bureau for enforcement under local ordinances.

   While the Bureau recognizes that the Municipality may enact a local ordinance requiring inspection and reinspection of the hotels and motels within its jurisdiction provided it is more restrictive than the Hotel and Multiple Dwelling Law, such inspections and reinspections may not be conducted at the same time as those required under this agreement.

   The municipality is prohibited from performing fire inspections in non-life hazard buildings, which fall under the jurisdiction of the Hotel and Multiple Dwelling Law the year the building has its five-year cyclical inspection done. Any fire violations that may exist are to be cited on the report conducted on the behalf of the Bureau of Housing Inspection.

   In the event the municipality is authorized by the Division of Fire Safety to be the Local Enforcing Agency pursuant to N.J.A.C. 5:70-1.5 for the purpose of conducting fire inspections of life hazard and non-life hazard buildings and if that fire inspection and state housing inspection is not conducted at the same time by the same inspector, the above paragraph does not apply

10. It is further agreed by and between the Department and the Municipality that the Municipality shall be solely responsible for and shall keep, save and hold the Department of Community Affairs, Division of Codes and Standards, the Bureau of Housing Inspection and their officers, directors, employees, agents, and servants harmless from all claims, loss, liability, expense, damage, and judgments, including all legal expenses incurred resulting from any and all acts of the Municipality or any of its officers, directors, employees, agents, or any person or persons in connection with the performance of this agreement, or from any and all injury and damage to any property caused by any and all acts of the Municipality or any of its officers, directors, employees, agents, and servants or any other person or persons in connection with the performance of this agreement. The Municipality's liability under this agreement shall continue after the termination of this agreement with respect to any liability, claims, loss, expense, damage, or judgment resulting from acts occurring prior to termination.

    The Municipality further shall be solely responsible to defend any and all suits that may be brought against the Department, the Division, or the Bureau or any of its officers, directors, employees, agents or servants on account of any and all acts of the Municipality, and will make good to, and reimburse the Department for any expenditures that the Department may make by reason of such acts

11. The Department expressly reserves the right, as its option, to carry out inspection and enforcement activities within the boundaries of the Municipality, as it deems necessary to fulfill the duties imposed upon it by the Act or to assure faithful conformance of the Municipality with the duties and responsibilities assumed hereunder.

12. The Municipality shall not utilize any funds received pursuant hereto to employ or otherwise compensate any employee of the Department of Community Affairs who has directly participated in the negotiation or approval of this Authorization.

13. This Authorization may be terminated at any time by the Department for any of the following reasons: 1) failure for any reason of the Municipality to fulfill in a timely manner any of the conditions herein set forth; 2) submission of reports by the Municipality to the Department that are incorrect and incomplete in any material respect; 3) improper use of funds provided pursuant hereto; 4) any conduct on the part of a municipal employee which would constitute a violation of the New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq., if that conduct were engaged in by a State employee. In the event of termination, the Municipality shall deliver to the Department all inspection reports and registration information in its possession.

14. This Authorization shall be effective as of the date stated in the letter of authorization and shall continue in effect until revoked by the Department.

15. The Authorization hereby conferred shall be deemed to be extended to the territory of one or more other local units of government upon submission by the Municipality and by such other local unit(s) of government of proof of compliance with the requirements of the Interlocal Services Act (N.J.S.A. 40-8A et seq.).

INTRODUCED BY: _____ 12
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO AWARD QUEEN MARGHERITA INC. D/B/A QUEEN MARGHERITA EXPRESS A LEASE FOR SINATRA PARK CAFE IN ACCORDANCE WITH THE NEGOTIATED BID SPECIFICATIONS IN AN ANNUAL AMOUNT OF $61,200.00, AT A MONTHLY RATE OF $5,100.00 EACH MONTH

WHEREAS, the City of Hoboken seeks to lease the structure commonly referred to as Sinatra Park Cafe; and,

WHEREAS, the Administration issued two (2) separate bids for the lease, and all proposals under both bids were required to be rejected; and,

WHEREAS, the Administration contacted the previous bidders in accordance with N.J.S.A. 40A:11-5(3) to conduct negotiations in an attempt to resolve the issues with the proposals, in an attempt to obtain a vendor to lease the property; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a lease pursuant to N.J.S.A. 40A:11-5(3), to Queen Margherita Inc. d/b/a Queen Margherita Express for a five year period, to commence November 15, 2014, with a monthly rate of $5,100.00, for an annual amount of $61,200.00; and,

WHEREAS, the terms and conditions of the lease shall be in accordance with the Ordinance of the City Council authorizing same, and the lease shall not be executed, and this award not become effective until such Ordinance is properly ordained in accordance with applicable laws.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a lease with the below listed vendor is awarded for a five year period, to commence November 15, 2014, with a monthly rate of $5,100.00, for an annual amount of $61,200.00, as negotiated between the Administration and the vendor pursuant to N.J.S.A. 40A:11-5(3), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms and conditions of the lease shall be in accordance with the Ordinance of the City Council authorizing same, and the lease shall not be executed, and this award not become effective until such Ordinance is properly ordained in accordance with applicable laws.
3. This award and the underlying lease shall not become effective until the City receives final approval of said lease from NJ DEP – Green Acres.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute said lease, for the above referenced goods and/or services based upon the following information:

Queen Margherita Inc. d/b/a Queen Margherita Express

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo

Melissa L. Longo, Esq.
Corporation Counsel

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

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

SEP 0 3 2014

James J. Farina

CITY CLERK

Introduced by: _____
Seconded by: _____

13

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE SUBMISSION OF THE ATTACHED GRANT APPLICATION FOR THE FY2014 NJ DCA ROID GRANT AND ACCEPTANCE OF ANY SUBSEQUENT ROID GRANT AWARD

WHEREAS, the City of Hoboken desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately $10,000.00 to carry out a project to provide children with special needs living in Hoboken with adapted recreation programs; and

WHEREAS, dependent on the NJ DCA's final determination of the application, there may be matching funds from the City required for acceptance of this grant.

BE IT THEREFORE RESOLVED, that the City of Hoboken does hereby authorize the application for such a grant; and, recognizes and accepts that the Department may offer lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Hoboken and the New Jersey Department of Community Affairs.

A. The Mayor, Dawn Zimmer, is hereby authorized to submit the grant application and any subsequent grant acceptance documentation;

B. This resolution shall take effect immediately upon passage.

Meeting date: September 3, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

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

CERTIFICATION:

I, James Farina,, the City Clerk of the City of Hoboken hereby certify that at a meeting of the Governing Body held on **September 3, 2014,** the above *RESOLUTION* was duly adopted.

MUNICIPAL SEAL

SIGNATURE OF JAMES FARINA, RMC

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A COMPETITIVE CONTRACT TO APPRAISAL SYSTEMS, INC FOR REASSESSMENT SERVICES FOR A FOUR-YEAR TERM TO COMMENCE SEPTEMBER 1, 2014 AND EXPIRE AUGUST 31, 2018

WHEREAS, service to the City for Reassessment Services is subject to the competitive contracting process, which the City was authorized to utilize, to exempt the contract from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published a Competitive Contracting Request for Proposals for the Reassessment Services in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Appraisal Systems Inc. responded to by proposal dated August 25, 2014; and,

WHEREAS, the evaluation committee has determined that Appraisal Systems Inc. offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with the vendor; and,

WHEREAS, the vendor 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, in accordance with the direction of the Administration, the City Council is asked to award a contract to Appraisal Systems, Inc. for the Reassessment Services, in accordance with their proposal dated August 25, 2014, at a cost of One Hundred Twenty Five Thousand Dollars ($125,000.00) annually for a four-year term to commence September 1, 2014 for a total, not-to-exceed amount of Five Hundred Thousand Dollars $500,000.00; and,

WHEREAS, certification of funds for this are available as follows:

3-01-55-901-015

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $125,000.00 is available in the following appropriation account: x-xx-xx-xxx-xxx **in the CY2014 budget; and I further certify that I will immediately review each additional year's budget to determine whether an additional $125,000.00/year is available and appropriated in the that given year's annual budget upon adoption of said budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____ **George DeStefano, 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 Reassessment Services, in an amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000.00) annually as described in the vendor's August 25, 2014 proposal and the City's corresponding RFP, with a four (4) year term to commence on September 1, 2014, and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Appraisal Systems, Inc. proposal and the City's RFP 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, and the contract and any amendment thereto shall be subject to a non-appropriation clause in favor of the City.

4. Any amounts not herein certified for as available in the CY2014 budget shall be subject to proper and legally acceptable budgeting and appropriation by the City of Hoboken, and no cause of action, whether in equity or at law, shall be held against the City for failure to legally appropriate necessary funds. The contract for said services shall so state in a non-appropriation clause.
5. This contract shall include a term allowing the Administration to authorize an additional one year extension, at the same rate, which shall be described as the Fifth Year Option. This option shall be at the City Administration's sole discretion.
6. 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.
7. 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:

Appraisal Systems, Inc.
266 Harristown Road – Suite 302
Glen Rock, New Jersey 07452

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

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

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

James J. Farrin

CITY CLERK

Budget Account Maintenance

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

Account: 3-01-55-901-015

Desc: 2012 SECURITY EXPENDITURES TAX REVALUATION

Acct Type: Non-Budget

Chk Acct: IOPERATING

Cap Flag:

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	66,874.54	Budgeted:	1,300,000.00	Expended:	17,717.00
Expended:	706,185.46	Balance:	226,940.00	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	226,940.00		
Cancel:	300,000.00				

16R

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO TATBIT CO. FOR ELECTRICAL CONTRACTOR SERVICES FOR THE CITY OF HOBOKEN IN ACCORDANCE WITH MRESC COOPERATIVE CONTRACT (12/13-43) IN THE TOTAL AMOUNT OF $55,000.00

WHEREAS, the City requires Electrical contractor services, and N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Tatbit Co. has been approved for an MRESC Cooperative Contract (12/13-43), which cooperative the City is a part of; and,

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods with Tatbit Co. which shall provide the City with service for six (6) months, commencing September 3, 2014 and expiring March 2, 2015 under contract MRESC 12/13-43); 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 from 4-01-28-377-046 and $10,000.00 is available from 4-31-55-702-005 in the 2014 budget; and I further certify that I will immediately review the CY2015 budget to determine whether the additional $25,000.00 balance is available and appropriated in the CY2015 temporary budget upon adoption; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014; 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 vendor is authorized to provide the services and related goods described in the MRESC contract, for a total not to exceed amount of Fifty Five Thousand Dollars ($55,000.00), 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 contract shall include a non-appropriations clause absolving City liability for failure to legally appropriate sufficient funds not certified as available in this resolution.
4. 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:

   Tatbit Co.
   P.O. Box 310
   Butler, New Jersey 07405

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 0 3 2014

James J. Farrin

CITY CLERK

MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
NEW JERSEY STATE APPROVED COOPERATIVE PRICING SYSTEM #65MCESCCPS
ELECTRICIAN SERVICES – TIME AND MATERIAL BID #MRESC 12/13-43

BID TERMS:
3/28/13 – 3/27/15 (with an option to renew for one additional year) in the following counties: Bergen, Hudson, Essex, Passaic, Union, Morris, Somerset, Sussex, Middlesex, Monmouth, Warren, and Hunterdon Counties

6/6/13 – 6/5/15 (with an option to renew for one additional year) in the following counties: Ocean and Cape May Counties.

1 Bid Package Requested
4 Bid Packages Received

That the Board of Directors approve the award of the Electrician Services – Time and Material bid #MRESC 12/13-43 to Tatbit Co., P.O. Box 310, Butler, NJ 07405; MTB Electric, 366 Fairview Avenue, Long Valley, NJ 07853; Bender Enterprises, Inc., 1 Milltown Court, Union, NJ 07083, as follows:

LABOR BID, EXPRESSED AS A PERCENTAGE MARK-UP OF ALL PREVAILING WAGE TRADES

Check the New Jersey State

Department of Labor and Workforce Development Website for current trade rates:

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

COUNTY	VENDOR	YEAR ONE	YEAR TWO
BERGEN	TATBIT CO.	0%	0%
ESSEX	TATBIT CO.	0%	0%
HUDSON	TATBIT CO.	0%	0%
MIDDLESEX	TATBIT CO.	0%	0%
MORRIS	TATBIT CO.	0%	0%
PASSAIC	TATBIT CO.	0%	0%
SOMERSET	TATBIT CO.	0%	0%
SUSSEX	TATBIT CO.	0%	0%
UNION	TATBIT CO.	0%	0%
CAPE MAY	MTB ELECTRIC	10%	10%
HUNTERDON	MTB ELECTRIC	5%	5%
WARREN	MTB ELECTRIC	5%	5%
MONMOUTH	BENDER ENTERPRISES	10%	10%
OCEAN	BENDER ENTERPRISES	10%	10%

Cost of Parts = % Mark-up over cost

Vendor	Parts - % over cost charged	
	Year One	Year Two
Tatbit Co.	0%	0%
MTB Electric	0%	5%
Bender Enterprises, Inc.	15%	15%

Budget Account Maintenance

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

Account: 4-01-28-377-020 ... Desc: DIVISION OF PUBLIC PROPERTY OE ...

Acct Type: Control Chk Acct: IOPERATING Cap Flag: ☑

Fund Type: Budget Class Id: Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	117,475.26	Budgeted:	307,000.00	Expended:	.00
Expended:	129,888.44	Balance:	59,729.70	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	820.30	Reimburse:	.00
Reimburse:	93.40	Requested Balance:	58,909.40		
Cancel:	.00				

Control Account - No. of Sub-Accounts: 22

Budget Account Maintenance

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

Account: 4-31-55-713-005 Desc: 713 Utilities

Acct Type: Sub Chk Acct: IPARK UTILITY Cap Flag:

Fund Type: Budget Class Id: Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	1,630.96	Budgeted:	67,500.00	Expended:	.00
Expended:	4,902.60	Balance:	60,966.44	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	1,327.51	Reimburse:	.00
Reimburse:	.00	Requested Balance:	59,638.93		
Cancel:	.00				

Control Balance: 48,178.68 Control Requested Balance: 46,575.17

17

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS FOR UTILITY BILL AUDITING FOR THE CITY OF HOBOKEN FOR UP TO FIVE (5) YEARS

WHEREAS, the City of Hoboken seeks to contract for utility bill auditing services, in accordance with the competitive contracting laws, for up to five (5) years; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered, when approved by the NJ DCA, which approval is attached hereto (letter dated 8/19/2014), pursuant to N.J.S.A. 40A:11-4.1k; and

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

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

August 19, 2014

RECEIVED
AUG 25 2014
OFFICE OF THE BUSINESS ADMINISTRATOR
HOBOKEN, N.J.

Mr. Quentin Wiest
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mr. Wiest:

This is in response to your August 16, 2014 letter, in which you requested on behalf of the City of Hoboken, authorization to use the competitive contracting process, pursuant to N.J.S.A. 40A:11-4.1k, to secure proposals for Utility Bill Auditing.

Based on your written submission we reviewed your request by considering the level and characteristics of the service and the competition in the marketplace. We concluded the subject matter is consistent with the intent of the statutory provisions encouraging competitive contracting. Therefore, the Director approves your request to use competitive contracting for only this particular project.

In your development and implementation of a competitive contracting process, we call your attention to compliance with the statutory (N.J.S.A. 40A:11-4 et seq.) and regulatory (N.J.A.C. 5:34-4.1 et seq.) provisions of the process. While we will not review the actual application of the evaluation criteria or how a contractor was selected based on such criteria, we rely on the Municipality's ability to apply the criteria in a non-discriminatory manner. Further, the term of the contract may be for a term not to exceed five years.

If you have any questions regarding this letter or concerns with competitive contracting procedures, please do not hesitate to contact me for further assistance.

Sincerely,

Gordon H. Ball, Procurement Specialist
Division of Local Government Services

GHB:bk

18

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO GK FOTINOS FOR BATTING CAGES, AS CHANGE ORDER NUMBER 1, IN AN INCREASED AMOUNT NOT TO EXCEED $3,519.35 (=1.7% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF $198,519.35

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for batting cages; and,

WHEREAS, the Administration intends to continue to use GK Fotinos for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1) to the contract for Hoboken batting cages to GK Fotinos for a total increase in the contract amount by Three Thousand Five Hundred Nineteen Dollars and Thirty Five Cents ($3,519.35), for a total not to exceed amount of One Hundred Ninety Eight Thousand Five Hundred Nineteen Dollars and Thirty Five Cents (**$198,519.35**) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the Boswell Engineering Change Order Request, dated 7/31/2014; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $3,519.35 is available in the following appropriation C-04-60-713-110 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014 budget or the capital/trust funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for Hoboken batting cages to GK Fotinos for a total increase in the contract amount by Three Thousand Five Hundred Nineteen Dollars and Thirty Five Cents ($3,519.35), for a total not to exceed amount of One Hundred Ninety Eight Thousand Five Hundred Nineteen Dollars and Thirty Five Cents (**$198,519.35**) of which the change order (#1) to the contract shall be for purchases and installation in accordance with the Boswell Engineering Change Order Request, dated 7/31/2014, as follows:

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

above referenced goods and/or services based upon the information herein.

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

Budget Account Maintenance

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

Account: C-04-60-713-100 ... Desc: Z-234 $1.2M PARKS IMPROVEMENTS ...

Acct Type: Control Chk Acct: Cap Flag:

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

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber	223,539.07	Budgeted	1,200,000.00	Expended	6,800.00
Expended	915,976.38	Balance	60,484.55	Trans-In	.00
Trans-In	.00			Trans-Out	.00
Trans-Out	.00	YTD Requested	.00	Reimburse	.00
Reimburse	.00	Requested Balance	60,484.55		
Cancel	.00				

Control Account - No. of Sub-Accounts: 3

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO.:

RESOLUTION AUTHORIZING AMENDMENT OF THE CONTRACT WITH BOSWELL ENGINEERING FOR ENGINEERING DESIGN SERVICES RELATING TO THE NEWARK STREET AND OBSERVER HIGHWAY PROJECT (INCREASE OF $49,500.00)

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

WHEREAS, the Administration evaluated the proposals provided in response to said RFP, and by resolution dated January 22, 2014 the City Council included Boswell Engineering in the CY2014 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year; and,

WHEREAS, by separate resolution dated January 22, 2014 a contract was awarded to Boswell Engineering for engineering design services relating to the Newark Street and Observer Highway Project; and,

WHEREAS, during the course of the work, it was determined that significant additional services relating to design and coordination with NJ Transit and Hudson County were required; and,

WHEREAS, the City wishes to authorize payment to Boswell Engineering for the additional services in an amount not-to-exceed Forty-Nine Thousand Five Hundred Dollars ($49,500.00) pursuant to the attached proposal letter from Boswell Engineering dated August 13, 2014; and,

WHEREAS, Boswell Engineering is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken) and the affirmative action contract compliance requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.; and,

WHEREAS, said service 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, funds are available for this purpose.

I, George, DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $49,500.00 is available in the following appropriations 4-01-31-461-000; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

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

NOW THEREFORE, BE IT RESOLVED that the professional service contract between the City of Hoboken and Boswell Engineering be ***amended*** as described in Boswell Engineering's August 13, 2014 proposal letter to the City, ***attached hereto***; and,

BE IT FURTHER RESOLVED that said amendment shall be for an increase in the not to exceed amount in the sum of Forty-Nine Thousand Five Hundred Dollars ($49,500.00); and,

BE IT FURTHER RESOLVED that the term of the agreement shall remain through December 31, 2014; and,

BE IT FURTHER RESOLVED that the remainder of the original and previously amended contract terms shall continue unchanged; and,

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

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

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

Meeting date: September 3, 2014

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

APPROVED:

Quentin Wiest

Quentin Wiest, Business Administrator

APPROVED AS TO FORM:

Mellissa Longo

Mellissa Longo, Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 03 2014

James J. Farrin

CITY CLERK

Budget Account Maintenance

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

Account: 4-01-31-461-000 ... Desc: [illegible]

Acct Type: Line Item Control Chk Acct: IOPERATING Cap Flag: ☑

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

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date:				Current Period:	
Encumber:	153,488.50	Budgeted:	320,000.00	Expended:	.00
Expended:	104,352.16	Balance:	62,159.34	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	62,159.34		
Cancel:	.00				

BOSWELL MCCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
EST. 1924
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

August 13, 2014

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

Re: Newark Street and Observer Highway
Final Approval
City of Hoboken
Hudson County, New Jersey
Our File No. PR-14-6065

Dear Mr. Wiest:

Boswell McClave Engineering (Boswell) is pleased to submit a proposal for expanded professional services for the above referenced project. The following provides a brief introduction along with a scope of work and the estimated fee for our continued involvement.

INTRODUCTION

As you may recall, in the fall of last year Hudson County (County) received Federal earmark funding in the amount of $800,000.00 towards the Observer Highway project. At that time, the County, in consultation with the New Jersey Department of Transportation (NJDOT) and the North Jersey Transportation Planning Authority (NJTPA) requested that the construction plans and specifications for Observer Highway and Newark Street be combined into a single set of bid documents. This was done in order to combine all the funding sources (totaling $2.85 million) and streamline the review process moving forward.

At that time, the scope of work envisioned by our office was to combine the two sets of plans digitally (in AutoCAD format) and proceed with final submission to the County and ultimately NJDOT. During the execution of the original scope of work, there were several unforeseen circumstances that complicated this task which entailed a significantly larger scope of work. This expanded scope of work is detailed in the following section.

EXPANDED SCOPE OF WORK

This project involved numerous meetings and design coordination with NJ Transit including but not limited to written responses to comments, providing supporting documentation and design criteria justifying design elements as well as re-designing certain project components at NJ Transit's request and the City of Hoboken's (City) approval. NJ Transit contacted NJDOT with their concerns and subsequent meetings to resolve outstanding issues required pro-active design work by Boswell to ensure the project authorization was not jeopardized.

After the projects were combined into a single construction plan set, both the City and County included removal and addition of base bid and alternate bid items, a component of the project that was on-going until June 2, 2014. This included but was not limited to items such as streetscape amenities and returning a segment of the Newark Street road to cobblestone. These changes were requested in order to maximize funding, but each iteration required additional design work on our end in the form of revising the construction documents to accurately reflect the changes on the plans, with the appropriate limits and call outs for contractors that would be bidding the project.

NJDOT's funding cycle ends October 1, 2014, and therefore all projects must be submitted well in advance of this date in order to receive the necessary funding allocation and approvals. As a result, our efforts had to be carried out in a timely, proactive fashion.

To date, the final submittal has been made to NJDOT, and our office has received a letter with subsequent comments. The work involved with this resubmittal will be carried out to ensure there are no delays but involves additional work not contemplated in our original proposal.

FEE PROPOSAL

To cover the aforementioned tasks and ensure that the project moves forward for funding allocation within this year's cycle, Boswell will perform the services outlined in this proposal for a fee not to exceed $49,500.00. The billing will be based on our hourly rates in effect at the time the work is performed.

ITEMS NOT INCLUDED IN THE ENGINEERING FEE

The following items are excluded:

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

5. Structural Plans (including retaining walls)

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

Thank you for the opportunity to submit this proposal. We look forward to providing the City of Hoboken with our engineering services and to the successful completion of this project. Should you have any questions or require additional information, please do not hesitate to contact Joseph A. Pomante, P.E., Rebecca E. Mejia, P.E. or me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

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

STB/REM/ajf
140813REMP1_REV.doc

BOSWELL
EST. 1924
ENGINEERING

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO EXTEND THE CONTRACT WITH RBA GROUP INC. FOR SERVICES AS ENGINEERING CONSULTANTS TO THE CITY OF HOBOKEN FOR THE WASHINGTON STREET REDESIGN PROJECT, FOR AN ADDITIONAL ONE YEAR TERM WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $3,000.00

WHEREAS, the City previously appointed and contracted for the services of RBA Group Inc.to serve as engineering consultants on the Washington Street Redesign Project; and,

WHEREAS, the above referenced consultation services require the skilled expertise of an experienced engineering firm, and significant knowledge of the current status of the project and the consultation work to represent the City of Hoboken's interests; and,

WHEREAS, RBA Group Inc. has been the engineering consulting firm on this matter from inception, and has gained significant knowledge and understanding of the project, which will provide specialized knowledge to effectively represent all of the City's interests relating to the above referenced project; and,

WHEREAS, this special expertise and knowledge, as well as the emergent need for continued expert consultation, provide a basis for waiving the competitive negotiation provisions of Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), as permitted by the Ordinance; and,

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

WHEREAS, there is an emergent need for RBA Group Inc.'s continued service on the finalization of the engineering consultation of the Washington Street Redesign, which is therefore exempt from the fair and open process and the public bidding requirements pursuant to N.J.S.A. 40A:11-6; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $850.00 is available from 3-01-44-900-006 and $2150.00 is available from 4-01-31-461-000 in the 2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014; 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, (*a majority of the whole Council concurring*) that the contract with RBA Group Inc. to provide the City with engineering consultant services for the Washington Street Redesign, be heretofore amended for an additional one year term, to commence September 3, 2014 and terminate September 2, 2015, with an increase in the not to exceed amount by Three Thousand Dollars ($3,000.00), and said firm shall, on a going forward basis, be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

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

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

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer 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 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: SEP 0 3 2014

CITY CLERK

Budget Account Maintenance

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

Account: 3-01-44-900-006 ... Desc: [illegible]

Acct Type: Line Item Control Chk Acct: IOPERATING Cap Flag: ☑

Fund Type: Budget Class Id: Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date:				Current Period:	
Encumber:	73,616.89	Budgeted:	190,000.00	Expended:	15,304.75
Expended:	115,533.11	Balance:	850.00	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	850.00		
Cancel:	.00				

Budget Account Maintenance

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

Account: 4-01-31-461-000 ... Desc: [illegible] ...

Acct Type: Line Item Control Chk Acct: IOPERATING Cap Flag: ☑

Fund Type: Budget Class Id: Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	153,488.50	Budgeted:	320,000.00	Expended:	.00
Expended:	104,352.16	Balance:	62,159.34	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	62,159.34		
Cancel:	.00				

The RBA Group, Inc.

May 13, 2014

Ms. Susan Poliwka
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Washington Street Redesign – Additional Work (Senior Focus Group and PhotoSimulations/Renderings)
RBA Project No. J4669.00

Dear Ms. Poliwka:

Per the City's request we are pleased to submit this proposal for additional outreach services for the Washington Street project to expand upon the participation of select, targeted stakeholders. Services and lump sum fee (exclusive of reproduction or materials costs) are provided as follows:

Seniors' Focus Group

- Seniors' Focus Group Activity – Soliciting input from the Seniors can provide excellent insight that is unique to this demographic. We would meet with a group, provide background on existing conditions, and give an overview of various concept alternatives. A customized PowerPoint show and survey questionnaire would be formatted to facilitate a group exercise.
  Lump Sum Cost:.....$2,500.00

Photo Simulations/Renderings

- RBA can produce presentation ready photo simulations and renderings of the proposed Final Preferred Concept to illustrate before/after conditions. These would serve as sophisticated visualization tools, augmenting currently proposed plan view and detail boards, and could include views in both the uptown and downtown segments of the corridor, or at specific targeted locations.
  Lump Sum Cost per Simulation/Rendering:.....$3,000.00 each

Assumptions/Caveats:

- City to coordinate schedule, invitations logistics and securing of venue for meeting.
- City to tabulate and summarize survey results.

We look forward to authorization to proceed.

Very truly yours,

Bettina Zimny

Bettina Zimny, AICP/PP
Director/Planning

BZ/kk (J466900_LT_SP3/G)

7 Campus Drive, Suite 300, Parsippany, NJ 07054-4495 | 973.946.5600 | fax: 973.898.9472 | www.rbagroup.com

Parsippany, NJ • Trenton, NJ • New York, NY • Melville, NY • Philadelphia, PA • Norwalk, CT • Silver Spring, MD

INTRODUCED BY: _____

SECONDED BY: _____

CITY COUNCIL OF THE CITY OF HOBOKEN
RESOLUTION NO.: __

AUTHORIZING AND CONSENTING TO THE ADMINISTRATION'S DESIGNATION OF FIRE CAPTAIN STEPHEN DIVINCENT AS FIRE MARSHAL (AKA FIRE OFFICIAL)

WHEREAS, N.J.S.A. 40A:14-1 et seq., and Chapter 59A of the Code of the City of Hoboken establishes the regulations for the appointment and designation of Fire Department employees, appointees and designees, including Fire Marshal, which is otherwise and interchangeably known as Fire Official; and

WHEREAS, N.J.S.A. 40A:14-7 and 40A:14-81.3 provide for appointment of a Fire Marshal (aka Fire Official) by the appointing authority, subject to Governing Body advice and consent; and

WHEREAS, in March of 2013 the Administration designated Stephen DiVincent as the Fire Marshal (Fire Official), and the Governing Body is now called upon to formally authorize and consent to the Administration's designation of Fire Captain Stephen DiVincent as the Fire Marshal (Fire Official) of the City of Hoboken Fire Department.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby formally authorizes and consents to the Administration's March 2013 designation of Fire Captain Stephen DiVincent as the Fire Marshal (Fire Official) of the City of Hoboken Fire Department, pursuant to Chapters 59A and 110 of the Code of the City of Hoboken, and N.J.S.A. 40A:14-1 et seq.; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the designee, the Hoboken Fire Department, Corporation Counsel, Director Tooke, and the Mayor expeditiously.

Meeting date: September 3, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

Introduced by: _____
Seconded by: _____

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 0 3 2014

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE SHI INTERNATIONAL CORPORATION CONTRACT AWARD (RESOLUTION NO. 12 OF JUNE 18, 2014) TO ADD THE ATTACHED SOFTWARE AGREEMENT AS AN ADDENDUM TO SAID CONTRACT, AND AUTHORIZE THE MAYOR TO EXECUTE SAME

WHEREAS, by Resolution No. 12 of June 18, 2014, the City Council awarded a contract to SHI International for the purchase of Public Safety Records Management Software for the Hoboken Police Department in accordance with SHI's state contract M-003/A77560; and,

WHEREAS, thereafter, SHI advised the City of the need to enter into a software agreement relating to said contract award, which is attached hereto; and,

WHEREAS, the City now seeks to incorporate the attached Software Agreement into the previously awarded contract, as an addendum, and to further authorize the Mayor to execute said Software Agreement (Addendum); and,

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

NOW THEREFORE, BE IT RESOLVED, that the City Council authorizes incorporation of the the attached Software Agreement into the previously awarded contract, as an addendum, and further authorizes the Mayor to execute said Software Agreement (Addendum); and,

BE IT FURTHER RESOLVED, that the remainder of the previously awarded contract shall remain unchanged; 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 **SHI International Corporation;** 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 3, 2014

APPROVED:
Quentin Wiest
Business Administrator

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

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

SOFTWARE LICENSE & MAINTENANCE AGREEMENT

This Software License & Maintenance Agreement (hereinafter referred to as the "Agreement") is made and effective this 1st day of August 2014, by and between LawSoft, Inc. (hereinafter referred to as the "Developer") and the Hoboken Police Department, (hereinafter referred to as the "Client").

Developer has developed and licenses to users its software program marketed under the name LawSoft CAD/RMS ("Software").

Client desires to utilize a copy of the Software.

This agreement pertains only to the LawSoft CAD/RMS software and does not include any hardware device that the system resides on, or is accessed by.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Client agree as follows:

1. License.
Developer hereby grants to Client a perpetual, non-exclusive, limited license to use the Software in the United States of America as set forth in this Agreement.

2. Training.
Officers will be given personalized training by LawSoft instructors which will be scheduled by the Client. Officers will be proficient in the basic operation of the system at the conclusion of the training.

3. Restrictions.
Client shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; provided that Client may make one copy of the Software for backup or archival purposes.

4. Fee.
In consideration for the grant of the license and the use of the Software, Client agrees to pay Developer the sum of $70,685.69 to SHI International Corp. for the purchase of this software. The Developer will then be compensated through our partnership with SHI International Corp.

5. Warranty of Title.
Developer hereby represents and warrants to Client that Developer is the owner of the Software or otherwise has the right to grant to Client the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Client's sole remedy shall be to require Developer or to either:

i) procure, at Developer's expense, the right to use the Software,

ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or

iii) refund to Client the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

6. Warranty of Functionality.
A. For a period of 1 year following delivery of the Software to Client (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Client shall promptly notify Developer and return the Software to Developer at Client's expense. Client's sole remedy

shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Developer.

7. Software Maintenance.

A. Initial maintenance. During the Warranty Period (1 year), Developer shall provide to Client any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software, which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software. Software issues resulting in the LawSoft CAD/RMS being inoperable will be responded to within 6 hours and remedied within that time period unless the underlying issue is of a hardware nature which causing the software to not function properly.

B. Subsequent annual maintenance. After expiration of the Warranty Period, Client will continue to receive maintenance support for successive twelve (12) month periods. The charge for such maintenance and support shall be $75,315.78 annually for 3 years. For the fourth and fifth year of this Agreement the annual maintenance and support cost will be $27,284.00 due as stated in section 8 of this Agreement. Developer may elect to discontinue maintenance at any time upon notice to Client, and refund of any then unearned maintenance fees. Maintenance fees will remain at the aforementioned rate for a period of five years. After which there may be periodic (annual) increases in annual maintenance fees not to exceed 7% annually. Should the Client elect to terminate this maintenance agreement after the 5 year Agreement has expired the Client shall notify the Developer in writing no more than 90 days prior to the end of the current maintenance agreement, otherwise the current maintenance agreement will remain in effect for an additional (1) year period.

8. Payment.

Payment of the perpetual license fee of $75,315.78 for the installation and utilization of the LawSoft CAD/RMS/GIS system shall be payable by Client to SHI International upon the satisfactory completion of the software installation by the Developer. Under the same conditions starting in August of 2015 a payment of $75,315.78 for the second year will be due and another payment for $75,315.78 will be due in August 2016 for the third year of the Agreement. Starting August 1st of 2017 a payment of $27,284.00 for LawSoft CAD/RMS/GIS support will be due for the fourth year of this Agreement and starting August 1st of 2018 a payment of $27,284.00 for LawSoft CAD/RMS/GIS support will be due for the fifth year of this Agreement. Annually thereafter, the same $27,284.00 shall be due each August 1st (or as soon as budgetary funding is available) to directly to Developer (LawSoft, Inc.) from Client, subject to the provisions included in Article 7.

9. Warranty Disclaimer.

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of Client fees paid by Client, regardless of whether Client's claim is based on contract, tort, strict liability, and product liability or otherwise.

11. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

12. Schedule / Timetable.

- Installation to begin no more than 30 days from receipt of Purchase Order
- Training to begin no more than 45 days from receipt of Purchase Order
- Go live to begin no more than 60 days from receipt of Purchase Order
- Data conversion to be completed no more than 75 days from receipt of Purchase Order

** Should the situation arise where delays are out of the control of the developer, this timetable will be subject to modification.*

If to Developer:

LawSoft, Inc. – President & CEO – Ron Frost

15 Hamburg Turnpike (Suite 2), Bloomingdale, NJ 07403

If to Client:

Hoboken Police Department

106 Hudson St, Hoboken, NJ 07030

12. Governing Law.
This Agreement shall be construed and enforced in accordance with the laws of the state of New Jersey.

13. No Assignment.
Neither this agreement nor any interest in this agreement may be assigned by the Client without the prior express written approval of the Developer. Neither this agreement nor any interest in this agreement may be assigned by the Developer without the prior express written approval of the Client.

14. Final Agreement.
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

15. Severability.
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

16. Headings.
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, Developer and Client have executed this Software License Agreement on the day and year first above written.

Developer	by - Title
Client	by -Title

Pricing Proposal
Quotation #: 7744028
Created On: Mar-10-2014
Valid Until: Apr-30-2014

City of Hoboken NJ

Jon Tooke
106 Hudson St
Hoboken
NJ
07030-5704
Phone: (201) 420-2245
Fax:
Email: adineros@hobokennj.gov

IAE

Jeff Frost
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-477-6479
Fax: 732-868-8913
Email: Jeff_Frost@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CAD/RMS Module for The Hoboken Police Department LawSoft CAD RMS System as demonstrated including all reports demonstrated as well as statistical and Accreditation compliant reports, Internal Affairs tracking module included. LawSoft - Part#: LawSoft CAD/RMS **Note:** Remote access for 20 mobile units included. InfoCop DMV Inquiry integration included.	1	$75,315.78	$75,315.78
2	Data conversion from existing vendor into theLawSoft CAD/RMS system integrated into LawSoft Master Name LawSoft - Part#: Data Conversion	1	$0.00	$0.00
3	Integration of E-Ticket. Summonses will be automatically uploaded to the CAD/RMS system via custom integration between InfoCop E-Ticket and LawSoft CAD/RMS LawSoft - Part#: E-Ticket Integration	1	$0.00	$0.00
4	Integration of Live Scan system LawSoft - Part#: Cross Match Integration	1	$0.00	$0.00
5	ThinkGIS CAD Maps (10 User licenses - 1 Editor License), Map Development and Configuration, Training, 9-1-1 interface integrated into Maps and CAD. Active Call tracking integrated into CAD CompStat Pin&Heat mapping integration into RMS for statistical rpt LawSoft - Part#: WTH-ThinkGIS-911	1	$0.00	$0.00
6	FileMaker Server / FileMaker Pro client site license software Hoboken Police Department LawSoft - Part#: FileMaker Server / FileMaker Pro	1	$0.00	$0.00
			Total	$75,315.78

Additional Comments

* Cost reflected above is the total cost of the CAD/RMS/GIS system including Maintenance and Support for 3 years. Upon the completion of the 3rd year the support and maintenance for years 4 and 5 will annually be $25,160.00 for the LawSoft Software and $2,124.00 for the WTH GIS mapping components.

Recurring Maintenance for LawSoft CAD/RMS $25,160.00
Annual Recurring for ThinkGIS $2,124.00

NJ Software State Contract #77560

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company.
SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs.

For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

MARKUP AS FOLLOWS:

Adobe, Business Objects, Citrix, Novell, Quest, Red Hat Software, Symantec, Websense - .25%

Attachmate, BMC, EMC, IBM, KRONOS, Oracle, SAS Institute, Inc. - 0%

HP - 1%

Information Builders - 1.75%

VMWare - .50%

Software not listed above - 1.75%

Software Publisher Services - 2.00%

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS FOR A VALET SERVICE PROVIDER (CONCESSION) FOR A CITY OF HOBOKEN PILOT PROGRAM FOR A THREE MONTH TERM, AND, IF SUCCESSFUL FOR A REGULAR (NON-PILOT) CONTRACT FOR UP TO A FIVE YEAR TERM

WHEREAS, the City of Hoboken seeks to effectuate a valet parking program within the City to minimize the on street parking issues, which shall be assessed on a pilot basis of three months, and, if successful, continued for a contractual period of up to five years; and

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for valet parking service providers as follows:

1. For a period of three (3) months, for a pilot program; and,
2. Thereafter, if the City finds the pilot program to be successful, ~~for~~ a regular contractual term of up to five (5) years.

A contract will be presented to the City Council for

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

Introduced by: Ravi Bhalla
Seconded by: Peter Cunningham

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT BETWEEN HORIZON HEALTH CARE SERVICES AND THE CITY OF HOBOKEN

WHEREAS, the City wishes to enter into the attached Employee Assistance Program Service Agreement with Horizon Healthcare Services; and

WHEREAS, the fee assessed against the City in favor of Horizon for said services is $0.80/employee/ month, for an estimated total of $7000.00 annually, over the course of the contract; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $7,000.00 is available in the following appropriation account 4-01-30-400-030 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed; and I further certify that I will, on an annual basis, review this certification to ensure that the annual amount is appropriated for on an annual basis for all future years of this contract.**

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

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Employee Assistance Program Service Agreement with Horizon Health Care Services, with an appropriated not to exceed amount of $7,000.00 annually; and,

BE IT FURTHER RESOLVED that, as long as the terms and conditions, including without limitation the fee structure, do not change, the Administration is hereby authorized to reauthorize and/or reexecute this agreement on a future basis, unless and until the agreement, or any extension thereto, is terminated in accordance with the terms; 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 3, 2014

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa P. 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 03 2014

James J. Farina
CITY CLERK

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

Budget Account Maintenance

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

Account: 4-01-30-400-030 ... Desc: [illegible] ...

Acct Type: Sub Chk Acct: IOPERATING Cap Flag: ☑

Fund Type: Budget Class Id: Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	1,367,097.89	Budgeted:	14,500,000.00	Expended:	2,172,329.33
Expended:	8,245,151.31	Balance:	5,149,515.15	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	1,190,933.18	Reimburse:	20,961.13
Reimburse:	261,764.35	Requested Balance:	3,958,581.97		
Cancel:	.00				

Control Balance: 6,066,664.33 Control Requested Balance: 4,244,962.76

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

THIS EAP SERVICES AGREEMENT (the "Agreement") is entered into as of the 1st day of September, 2014 (the "Effective Date") by and between Horizon Healthcare Services, Inc. d/b/a Horizon Blue Cross Blue Shield of New Jersey ("Horizon") with an office and principal place of business at Three Penn Plaza East, Newark, NJ 07105 and City of Hoboken ("Employer"), a New Jersey corporation whose principal place of business is City Hall, 94 Washington Street, Hoboken, New Jersey 07030.

WHEREAS, Employer has requested that Horizon arrange for an employee assistance program ("EAP") for the benefit of its Employees and their families; and

WHEREAS, Horizon has entered into a services agreement with ValueOptions, Inc. ("ValueOptions") to provide such programs for designated customers, and

WHEREAS, Employer desires that Horizon arrange with ValueOptions to provide such a program in accordance with the terms of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Horizon and Employer agree as follows:

AGREEMENT

1. Definitions

1.1 Employee: an individual whose current employment or employment status (e.g., retiree, beneficiary under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) with Employer is the basis for the individual's eligibility to participate in the EAP.

1.2 Employee Assistance Program ("EAP"): a systematic program to help individuals resolve personal problems, such as family conflict, stress, and drug or alcohol abuse, and address common work/life issues, and to provide training, consultation, and other management services relating to the effective utilization of the EAP by Employer and its Employees.

1.3 Enrollee: an Employee or a Household Member who participates in the EAP.

1.4 ERISA: the Employee Retirement Income Security Act of 1974, as amended.

1.5 Household Member: an individual who permanently, physically resides in the household of an Employee, or who meets the requirements of a "dependent" as defined by the U.S. Internal Revenue Code or under the Patient Protection and Affordable Care Act.

2. Obligations of Horizon

2.1 Horizon will arrange with ValueOptions to provide the EAP services to Enrollees described in "Addendum A, Statement of Services".

2.2 To the extent reasonably required and requested by Employer, Horizon will provide, or arrange with ValueOptions to provide, communications and other materials, that are intended for distribution to Enrollees, and that describe and explain the EAP.

2.3 Horizon will collect from Employer any records, data, etc. that are needed by ValueOptions in connection with the administration of the EAP.

3. Obligations of Employer

3.1 Employer will pay the EAP fees described in "Addendum B, EAP Fees" of this Agreement. The applicable fees will be included as a separate line item on the Employer's group health insurance premium invoice. Such fees must be paid as of the invoice's due date.

3.2 Employer will provide the initial eligible Employee count at the implementation of the EAP. A breakdown of any eligible Employees who reside in California is required. The Employee count will be used for billing purposes.

3.3 At any time during the year, if the Employer's total Employee count increases or decreases by 10% or more from the initial Employee count, the Employer must notify Horizon immediately. A breakdown of any eligible Employees who reside in California is required. This same requirement continues in the case of any *additional* points during the year should the Employer's eligible Employee count adjust again by more or less than 10% from the last reported Employee count.

3.4 The Employer must also provide updated Employee counts to Horizon annually upon the renewal of each term.

3.5 Employer will promptly deliver to Enrollees any communications, service descriptions, etc., that are provided by Horizon or ValueOptions for distribution to Enrollees.

4. Indemnification

4.1 Employer shall indemnify and hold harmless Horizon, its affiliates, and their respective directors, partners, officers, employees and agents from and against any and all claims, actions, losses, (whether joint or several), liabilities, damages, costs and expenses (including without limitation, attorneys' fees and expenses) (collectively, "Damages") arising out of or related to any breach, failure or violation by Employer of any of its representations, warranties, covenants and undertakings set forth in this Agreement, and from and against any and all Damages arising out of or relating to any grossly negligent act or omission, or from the willful misconduct of, Employer or any of its officers, agents or employees in any manner related to the subject matter of this Agreement.

4.2 Horizon shall indemnify and hold harmless Employer, and its respective directors, partners, officers, employees and agents from and against any and all claims, actions, losses, (whether joint or several), liabilities, damages, costs and expenses (including without limitation, attorneys' fees and expenses) (collectively, "Damages") arising out of or related to any breach, failure or violation by Horizon of any of its representations, warranties, covenants and undertakings set forth in this Agreement, and from and against any and all Damages arising out of or relating to any grossly negligent act or omission, or from the willful misconduct of, Horizon or any of its officers, agents or employees in any manner related to the subject matter of this Agreement.

5. Term and Termination

5.1 Term. The initial term of this Agreement extends for twelve (12) months from the Effective Date. . Thereafter, the Agreement can be renewed for additional terms of twelve (12) months unless one party gives the other party sixty (60) days prior written notice of its intent to terminate this Agreement.

5.2 Termination. This Agreement will terminate: (i) if the agreement between Horizon and ValueOptions terminates; (ii) if the Employer fails to pay the fees for the EAP services by the due date; (iii) with respect to both parties, upon sixty (60) days' advance written notice of one party to the other of its intention to terminate this Agreement; and (iv) upon a breach of this Agreement by either party, unless the breach is cured within thirty (30) days after its discovery.

5.3. Use of Materials. Employer's right to use Horizon's and/or ValueOptions's proprietary materials furnished during the term of this Agreement, such as manuals, videotapes/DVDs, employee communications, Web site, shall cease upon the effective date of termination.

6. Miscellaneous

6.1 Fiduciary Status. To the extent that any services hereunder are governed by ERISA, Horizon shall be a fiduciary, within the meaning of ERISA, of the applicable group health plan. Such fiduciary status, however, is limited to fiduciary status with respect to the responsibilities specified in this Agreement. Notwithstanding any term of this Agreement, Horizon is not intended to be and shall not be the plan administrator, within the meaning of ERISA, of such group health plan.

6.2 Status of the Parties. Horizon and Employer agree that neither Horizon nor Employer is the agent of the other, nor is either party authorized to act on behalf of the other in any manner.

6.3 Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any enforceable rights in any Enrollee or other person not a party to this Agreement.

6.4 Association Acknowledgement. Employer, on behalf of itself and Enrollees, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between Employer and Horizon, which is an independent corporation operating under licenses from the Blue Cross and Blue Shield Association (the "Association") permitting Horizon to use the Blue Cross and Blue Shield names and Marks in the State of New Jersey, and that Horizon is not contracting as the agent of the Association. Employer, on behalf of itself and Enrollees, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Horizon and that no person, entity, or organization other than Horizon shall be held accountable or liable to Employer for any of Horizon's obligations to Employer created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Horizon other than those obligations created under other provisions of this Agreement.

6.5 Survival. Any terms of this Agreement that by their nature extend beyond their expiration or termination shall remain in effect until fulfilled. This Agreement shall bind the parties and their legal representatives, successors, heirs and assigns.

6.6 Notices. Any notices required hereunder shall be in writing and delivered in any one of the following ways, and shall be deemed delivered when received: (i) by hand delivery, (ii) by FedEx or other similar professional overnight courier, or (iii) by certified mail, return receipt requested, postage prepaid. Such notice shall be to the party entitled to notice at the addresses first set forth above, or such other addresses as may be directed by notice given hereafter.

6.7 Governing Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the internal laws of the State of New Jersey. Except as otherwise set forth herein, the courts of the State of New Jersey in Essex County and the United States District Court for the District of New Jersey shall have jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement, and, by execution and delivery of this Agreement, each of the parties to this Agreement submits to the jurisdiction of those courts and to service of process in the manner set forth in this Section 6.7.

6.8 Waiver. The failure of any party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, or to exercise any option conferred in this Agreement, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

6.9 Force Majeure. Neither party shall be liable to the other for damages or monetary penalties of any kind, or deemed in default under this Agreement, for any failure to perform or delay in performing to the extent that its performance is hindered, delayed, or rendered impossible due to an event or occurrence beyond the reasonable control of the party, and without its fault or negligence, including, without limitation, the breakdown, malfunction or other failure of any external third party telecommunication system or other system or mechanism by which information and data is stored or transmitted.

6.10 Enforceability. The invalidity or unenforceability of any term or provision herein shall in no way affect the validity or enforceability of any other term or provision.

6.11 Modification of Agreement. Any modification, alteration or change to the terms of this Agreement, or any Addenda attached hereto, shall be made only by a written agreement duly executed by the parties, subject to any approval of any applicable regulatory authority due to a law or regulation.

6.12 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all previously written or oral agreements or understandings.

6.13 Knox-Keene Provisions. To the extent applicable, the parties acknowledge and agree that as required under the California Knox-Keene Health Care Services Plan Act of 1975, as amended, the provisions set forth in Addendum C, attached hereto and incorporated herein by reference, are applicable solely with respect to EAP Services described in Addendum A as provided to Enrollees who reside in the State of California. Horizon shall make available to Employer certain disclosure documents required by the California Knox-Keene Health Care Service Plan Act of 1975, as amended, to be made available by the Employer to Enrollees who reside in California.

IN WITNESS WHEREOF, Horizon and Employer have executed this Agreement by their duly authorized representatives.

Horizon Healthcare Services, Inc. d/b/a
Horizon Blue Cross Blue Shield of New Jersey

By: Al Bowles
Al Bowles

Title: Vice President, Commercial & Major Major Accounts

Date: July 24, 2014

City of Hoboken

By:_____

Title: _____

Date:_____

ADDENDUM A
STATEMENT OF SERVICES

I. Definitions:

Affiliate Provider(s): Those practitioners or other health care providers or professionals providing behavioral health counseling EAP Services and to whom ValueOptions may make a benefit payment.

EAP Services: Those behavioral health assessment, referral and/or counseling and other services included in the EAP, as described below.

Operating Year: Any twelve (12)-month period (or portion thereof) during which this Agreement is in effect.

Service Providers: Those individuals, entities and/or vendors who or thatcontract with ValueOptions to provide EAP Services other than behavioral health counseling EAP Services.

Work Life Services: Those services identified as such below.

II. Services:

Horizon will provide Employer with and/or access to the EAP Services and Work Life Services identified below in this Addendum through ValueOptions, Inc., its subcontractor(s) and/or affiliate(s). Regardless of any provision to the contrary, all management and supervisory training sessions, on-site management consultations, employee orientation meetings, wellness trainings and workshops, critical incident consultations and debriefings, child care and elder care training and/or orientation meetings, and parent support service training and/or orientation meetings identified in this Addendum shall be deducted from or are interchangeable from an aggregate total of two (2) available hours per Operating Year for all such services. The hourly fees for services that exceed the available hours per Operating Year are set forth in Addendum B.

A. Toll-Free Line. Maintenance of a toll-free "800" number seven (7) days per week, twenty-four (24) hours per day for Enrollees who call to obtain assistance. Depending on the nature of the problem described by the caller, the Enrollee will be referred to: (1) the appropriate community resource or Service Provider for personal problems not requiring the services of an EAP Affiliate Provider (e.g., legal, financial, etc.); (2) an EAP Affiliate Provider for assessment, referral and, if appropriate, counseling, for other personal problems; or (3) to a resource provided by or contracted by Employer (e.g., dependent care).

B. EAP Services Providers. Maintenance of a network of community resources and Affiliate Providers and/or Service Providers who contract with ValueOptions or its applicable subcontractor(s) or affiliate(s) as independent contractors to provide EAP Services and Work Life Services.

C. Assessment, Referral and Counseling. Provision of assessment, short-term counseling, referral services, treatment monitoring and counseling services under the EAP Services to those Enrollees designated from time to time by Employer. Such EAP Services include assessment, short-term counseling, referral services, and treatment monitoring for personal problems, including, but not limited to problems related to, mental health, marital, family, financial or legal difficulties that could adversely affect the Employee's job performance. Each Enrollee will be eligible to receive up to the number of in-person counseling sessions with Affiliate Providers per problem as set forth in

Addendum B to: (1) assess the problem; (2) provide brief problem resolution counseling services within the parameters of the EAP; (3) refer the Enrollee to the appropriate community resource or Affiliate Provider; and (4) follow-up with the Enrollee. The parties acknowledge that the EAP Services do not include services other than those described in this Addendum. Affiliate Provider Substance Abuse Professional services are not included in the rates for EAP Services identified in Addendum B. For clarification purposes, the rates do include assessment, short-term counseling and referral services to Enrollees who may be experiencing a substance abuse problem or may be in need of referral for substance abuse services. Substance Abuse Professional services are available for Employees in certain regulated government agencies, such as the Department of Transportation and the Nuclear Regulatory Commission, for an additional case rate as specified in Addendum B.

D. Services Providers. ValueOptions will maintain a network of: (1) behavioral health counselor Affiliate Providers who contract with ValueOptions or its applicable subcontractor(s) or affiliate(s) as independent contractors to provide assessment, referral and brief counseling EAP Services, and (2) Service Providers who provide legal and financial consultation EAP and Work Life Services.

E. Additional On-site Visits. Employer shall pay Horizon an additional fee for any additional on-site visits by staff of ValueOptions or its applicable subcontractor(s) or affiliate(s) as specified in Addendum B following exhaustion of the total aggregate hours available identified in the opening paragraph of this section "Services". All on-site visits will be at Employer's location in City Hall, 94 Washington, Hoboken, New Jersey 07030 , unless the parties have mutually agreed in writing upon another location.

F. Brochures, Posters and Communications. ValueOptions will provide Employer with standard EAP and/or Work Life Services brochures and posters electronically at no additional cost. For any printed materials requested by Employer, Employer will be responsible for applicable duplication and distribution costs. These costs will be disclosed prior to printing and passed through to Employer on its monthly invoice. If Employer desires any customized communication materials, the parties shall negotiate the fees for such customized materials in good faith. Employer will provide a positive endorsement of the EAP and/or Work Life Services to Enrollees through posters, newsletters and other communications. Employer will provide facilities for and participate in the general promotion of the EAP and Work Life Services.

Notwithstanding anything above to the contrary, to the extent ValueOptions incurs costs and/or expenses for any customized materials and communications to be used hereunder, Employer will reimburse Horizon such costs and expenses incurred by ValueOptions within thirty (30) days of receipt of invoice or other documentation of such costs and/or expenses.

G. Management/Supervisor Training. ValueOptions will provide Employer with on-site management/supervisor training sessions. Employer is responsible for scheduling these training sessions and providing facilities and equipment as needed. If it is necessary to rent facilities for such training, Employer agrees to pay the cost of renting such facilities. Telephonic management consultation will be provided as necessary. Employer shall pay the amount set out in Addendum B for additional on-site or telephonic management/supervisor training requested following exhaustion of the total aggregate hours available identified in the opening paragraph of this section "Services".

H. Employee Orientations. Value Options will provide Employer with on-site employee orientation meetings with Employer's employees. Employer is responsible for scheduling Employees and providing facilities in a manner acceptable to both parties. If Employer's facilities are not appropriate or available, Employer, at its expense, agrees to arrange for other appropriate facilities. Employer shall pay the amount set out in Addendum B for all Employee orientations

requestedfollowing exhaustion of the total aggregate hours available identified in the opening paragraph of this section "Services".

I. Travel and Lodging. Employer shall reimburse Horizon, on a dollar for dollar basis, for all reasonable travel and lodging expenses related to the provision of any additional on-site visits by the staff of ValueOptions or its applicable subcontractor(s) or affiliate(s) for any service.

J. Critical Incident. ValueOptions will provide Employer with critical incident consultation and debriefing services. Employer shall pay the amount set out in Addendum B for all critical incident consultation and debriefing services requested following exhaustion of the total aggregate hours available identified in the opening paragraph of this section "Services".

K. Legal and Financial Consultation Services. ValueOptions will provide toll-free access to telephonic financial counseling, and in-person or telephonic legal services as provided herein:

(1) Legal services shall include a referral for an initial in-person or telephonic evaluation of legal problems and advice on any legal matter, to be provided during regular business hours by a licensed attorney or law firm contracted with either ValueOptions or its subcontractor(s) or affiliate(s). Enrollees accessing the service may obtain a free thirty (30) minute in-person consultation with a licensed attorney or law firm and a 25% discount if that lawyer is retained. Legal services obtained by Enrollees hereunder may not be used for any actions involving ValueOptions or its subcontractor(s) or affiliate(s), or adverse to Employer, or involve any employment-related matters between Employees and Employer, or for third party advice or second opinions. Neither ValueOptions nor its subcontractor(s) or affiliate(s) participate in or interfere with a licensed attorney's or law firm's independent exercise of professional judgment on behalf of Enrollees, and does not review nor assume responsibility for the advice such licensed attorney(s) or law firm(s) give Enrollees.

(2) Telephonic financial counseling services shall be available: (a) to assist Enrollees in formulating financial planning strategies, and (b) to serve as an information resource and planning tool. Financial planners will be financial planning professionals, or firms contracted with either ValueOptions or its subcontractor(s) or affiliate(s) to provide such financial planning services. Enrollees accessing the service may obtain a free thirty (30) minute telephonic financial planning service. Neither financial counselors nor financial planners (during the initial consultation) will advise or instruct Enrollees as to any course of action and neither will be responsible for any financial decisions made by the Enrollees. No financial planner, nor the firm which employs or contracts for their services, nor ValueOptions or its subcontractor(s) or affiliate(s) will be liable for any consequential, incidental, indirect, special or punitive damages of any kind.

L. On-Line Education and Information Resource. ValueOptions will provide Employer and Enrollees access to components of the EAP and Work Life Services on-line via the Employer's Intranet and/or the World Wide Web (such as information, training and education, various resources, and a manager and supervisor guide) either directly or through a subcontractor or affiliate. This service is intended to provide Employees with educational information and resources in a proactive and preventive manner. This service is not intended as a counseling service, resource for emergency or crisis situations, or a replacement for the Employee telephonically contacting a care manager directly. Employer agrees to hold ValueOptions and/or its subcontractor(s) or affiliate(s) harmless for any judgments, settlements and costs which ValueOptions, its subcontractor(s) or affiliate(s), or Employer incurs or pays in connection therewith, as a result of information received and or reviewed via this service by Employer or Enrollees, except that Employer shall not be required to hold ValueOptions and/or its subcontractors or affiliates harmless for such information if the court rendering the judgment or the agency making the award determines that the liability underlying the

judgment or award (or attorneys' fees with respect thereto) was caused by the gross negligence, fraud or criminal conduct of ValueOptions or its employees, officers, directors, and/or subcontractor(s) or affiliate(s).

Employer understands and agrees that some on-line EAP education and information resources may overlap with some on-line Work Life education and information resources. As such, on-line EAP and Work Life information, training and education, various resources, and other information may be available through the same intranet/Web location.

M. Topical Seminars. ValueOptions, or its applicable subcontractor(s) or affiliate(s), will provide Employer with topical seminars (e.g., wellness workshops) for the fee specified in Addendum B.

N. Work-Life Services, as follows.

Child Care Assistance. ValueOptions will provide Enrollees with web-based information and telephonic identifying local child care Service Providers and/or community resources that match the needs of the family as defined by the Enrollee.

Elder Care Assistance. ValueOptions will provide Enrollees with web-based and telephonic information identifying local elder care Service Providers and/or community resources that match the needs of the family as defined by the Enrollee.

Parent Support Services. ValueOptions will provide Employees with web-based and telephonic information related to parent/child issues such as study habits, setting expectations and making rules.

Dependent Care Services. ValueOptions will provide Enrollees with web-based information and telephonic information, resources and tools related to dependent care counseling and referral services. Such dependent care services include counseling and referral services based on individual needs of Enrollees relating to child care (including schools, summer care and prenatal care), adult care, adoption, special needs, and colleges and universities. Such referrals or information provided about a particular Service Provider or program are not intended to constitute an endorsement or guarantee of the provider's services by Employer or ValueOptions or its respective applicable subcontractor(s) or affiliate(s). A final decision on selection of dependent care services rests exclusively with the Enrollee. Additional services such as a customized brochure, ongoing promotional and educational materials, and access to a dependent care internet website will also be available upon request for additional fees.

O. Reports. ValueOptions will provide Horizon with standard quarterly and annual reports. ValueOptions will provide Employer with standard quarterly and annual reports upon request. Special or customized reports may be provided, if the Employer so requests and if the contents, composition and cost are all mutually agreed upon in advance. Such reports will reflect aggregate data and will not include Enrollee-identifiable information.

III. Financial Responsibility

In general, Enrollees have no financial responsibility in connection with the specific EAP Services provided under this Agreement. However, except as otherwise provided above, fees for professional services provided by resources other than Horizon, ValueOptions, Service Providers or Affiliate Providers, including, but not limited to, the retention of lawyers, financial consultants, dependent care providers, or other professional or service providers, will be the responsibility of the Enrollee and/or his or her group health plan or other benefit programs, as applicable, and the benefits therefore, if any, are subject to the terms and conditions of any such health plan or program, if any.

IV. Enrollee Coverage.

The eligibility of an Employee for services under this Agreement shall commence on the later of (i) the effective date of this Agreement or (ii) the first day of his or her employment on or after the Effective Date. A Household Member shall commence eligibility on the later of the date he or she becomes a Household Member and the date on which the Employee becomes eligible. The eligibility of an Employee for services under the Agreement shall terminate on the earlier of (i) the last day of the month following the month of his or her termination of employment by Employer or, if the individual is a beneficiary under COBRA, the last day of his or her continuation coverage under COBRA, or (ii) termination of this Agreement. Household Members shall remain eligible for services until the eligibility of the Employee related to them ceases or until they cease to be Household Members, whichever occurs first. Horizon or ValueOptions reserves the right to terminate the eligibility of any Enrollee, without right of reinstatement, (a) for fraud or deception in the use of services, or (b) for knowingly permitting such fraud or deception by another, or (c) for threatening the safety of Horizon or ValueOption's Service Providers or Affiliated Providers, or others eligible for or receiving EAP Services, or (d) for repeated behavior substantially interfering with Horizon's, or ValueOptions' ability to furnish or arrange services for the Enrollee or others, or the ability of a Service or Affiliated Provider to provide services to others. Any such termination will be effective on the date Horizon or ValueOptions mails notice of cancellation, unless the notice specifies a later date. Horizon will not terminate the eligibility of any Enrollee because of his or her health status or use of the EAP.

Individual Continuation of Eligibility. An individual Enrollee does not have the right to renew his or her eligibility for services under this Agreement once the Employee's relationship (employment or otherwise) to Employer is terminated. An Enrollee's right to receive such services is determined solely by this Agreement.

ADDENDUM B
EAP FEES

EAP Product	Cost Per Employee Per Month (PEPM)
Telephonic and 1–5 EAP visits	$.80

Fees are to be paid to Horizon on a monthly basis, including any supplemental fees for Critical Incident Stress Management as described below:

- Critical Incident Stress Management/Training Hours: The PEPM fee includes a two (2) hour bank of hours per Operating Year, with fee for service after the two (2) hours are used. The fee for service rate is $2750 per hour plus reasonable travel expenses. Travel expenses will be billed at ValueOptions' cost. If an extraordinary event (e.g., a major flood, terrorist attack) occurs that results in a material increase in the utilization of CISM services, this fee is subject to adjustment accordingly.

All fees assume that, unless otherwise specifically identified as an exception, ValueOptions' services will be delivered in accordance with its standard installation and operational practices. If any such conditions are not met, Horizon reserves the right to adjust its rates.

ADDENDUM C-CALIFORNIA KNOX-KEENE HEALTH CARE SERVICE PLAN PROVISIONS

As required under the California Knox-Keene Health Care Service Plan Act of 1975, as amended, the following provisions apply to Covered Services provided to EAP Enrollees who reside in California:

1.0 DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following terms have the meanings set forth below.

1.1 "**Acute Condition**" means a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.

1.2 "**Assessment**" means a structured evaluation process performed to identify, define, and triage an Enrollee's personal Problem(s) and concerns.

1.3 "**Copayment**" means an additional amount charged to the Enrollee, which is approved by the Director of the Department of Managed Health Care, for the provision of Covered Services. There is no Copayment for covered EAP services.

1.4 "**Counseling**" means services provided to an Enrollee by an EAP affiliate where when indicated by an Assessment, the EAP affiliate assists the Enrollee with the resolution of a Problem that typically can be resolved in a series of face to face sessions over a short period of time.

1.5 "**Covered Services**" means those EAP services and benefits that are covered pursuant to the terms of this Agreement.

1.6 "**Emergency Medical or Behavioral Condition**" means a medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the person affected with such condition in serious jeopardy, or in the case of a behavioral condition, placing the health of the persons or others in serious jeopardy; or (b) serious impairment to such person's bodily functions; or (c) serious dysfunction of any bodily organ or part of such person; or (d) serious disfigurement of such person.

1.7 "**Emergency Services**" means medically necessary services for treatment of an Emergency Medical or Behavioral Condition. Emergency Services are not covered under this Agreement.

1.8 "**Exclusion**" means that certain services, confinements, treatments, and supplies have been determined to not be Covered Services under the terms and conditions of this Agreement.

1.9 "**Fee**" means the prepaid charges that Employer shall pay to Horizon to obtain coverage under this Agreement.

1.10"**Grievance**" means a written or oral expression of dissatisfaction regarding ValueOptions and a provider, including quality of care concerns, complaints, disputes, requests for reconsiderations, or appeals made by a Enrollee or the Enrollee's representative.

1.11"**Individually Identifiable**" means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

1.12"**Limitation**" means that coverage of certain services, confinements, treatments, and supplies are covered on a limited or restricted basis as determined under the terms and conditions of this Agreement.

1.13"**Material**" means a factor in a matter that a reasonable person would attach importance to in determining the action to be taken.

1.14"**Medical Information**" means any Individually Identifiable information, in electronic or physical form, in possession of or derived from a provider, ValueOptions, or a contractor regarding a patient's medical history, mental or physical condition, or treatment.

1.15"**Newborn Child**" means a newborn child between birth and age 36 months.

1.16"**Non-Participating EAP Affiliate**" means an individual practitioner licensed to provide health care services and who has not entered into an agreement with ValueOptions.

1.17"**Participating EAP Affiliate**" means a health care practitioner that has entered into an agreement accepted by ValueOptions to provide EAP Covered Services to Enrollees. EAP Affiliates include without limitation psychologists, clinical social workers, marriage and family therapists and registered nurse clinical specialists licensed to provide EAP Covered Services within the Service Area.

1.18"**Participating Provider**" means a health care provider that has entered into an agreement accepted by ValueOptions, to provide mental health and substance abuse ("**MH/SA**") services to Enrollees. Participating Providers include without limitation psychiatrists, psychologists, clinical social workers, marriage and family therapists, and registered nurse clinical specialists licensed to provide MH/SA Covered Services within the Service Area.

1.19"**Per Problem**" means each separate incident, event, or situation which causes an Enrollee to seek EAP services and for which a different diagnosis and treatment plan is provided.

1.20"**Plan**" means the specialized health care service plan operated by ValueOptions pursuant to which ValueOptions provides or arranges for the provision of Covered Services, including Counseling, Assessment and Referral services.

1.21"**Problem**" means a concern or event for which an Enrollee is seeking Assessment, Referral or Counseling Services.

1.22"**Referral**" means the process of linking EAP Enrollees with appropriate resources to resolve personal Problems or concerns.

1.23"**Resident of or work in the Service Area**" means an individual (except for a child qualifying under the provisions of Section 2.1.3 below) who resides or works in the Service Area and who is physically present

in the Service Area for a total of at least nine (9) months of every period of twelve (12) consecutive months.

1.24 "**Serious Chronic Condition**" means a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration.

1.25 "**Service Area**" means that geographic area for which ValueOptions is licensed pursuant to the Knox-Keene Health Care service Plan Act to operate the Plan.

1.26 "**Terminated EAP Affiliate**" means a provider whose contract with ValueOptions is terminated, expires, or is not renewed.

2.0 ELIGIBILITY AND COMMENCEMENT OF COVERAGE.

2.1 Eligibility. An individual is eligible for coverage under this Agreement only if the individual satisfies all of the applicable requirements set forth below.

2.1.1 Eligible Employees and Household Members. To be an Enrollee, an individual, (except for a child qualifying under the provisions of Section 2.1.3 below) must be a Resident of or work within the Service Area and must meet the eligibility requirements of Employer.

2.1.2 Participation. Individuals may participate in the Program only in accordance with the requirements described elsewhere in this Agreement.

2.1.3 Court Ordered Coverage for Children.

(1) Employer shall not deny enrollment of a child under the EAP coverage of a child's parent on any of the following grounds:

(a) The child was born out of wedlock.

(b) The child is not claimed as a dependent on the Employee's federal income tax return.

(c) The child does not reside with the Employee or within the Service Area.

(2) In any case in which an Employee is required by a court or administrative order to provide coverage for a child and the Employee is eligible for coverage through the Employer, Employer shall do all of the following, as applicable:

(a) Permit the Employee to enroll under EAP coverage any child who is otherwise eligible to enroll for that coverage, without regard to any enrollment period restrictions.

(b) If the Employee is enrolled in EAP coverage, but fails to apply to obtain coverage of the child, enroll that child under the coverage upon presentation of the court order or request by the district attorney, the other parent or person having custody of the child, or the Medi-Cal program.

(c) Employer shall not disenroll or eliminate coverage of a child unless either of the following applies:

(3) Employer has eliminated family coverage for all of Employer' employees.

(4) Employer is provided with satisfactory written evidence that either of the following apply:

(a) The court order or administrative order is no longer in effect or is terminated pursuant to Section 3770 of the California Family Code.

(b) The child is or will be enrolled in comparable coverage through another program that will take effect not later than the effective date of the child's disenrollment.

(5) In any case in which coverage is provided for a child pursuant to a court or administrative order, Employer shall provide ValueOptions with a copy of one of the following documents:

(a) A qualified medical child support order that meets the requirements of subdivision (a) of Section 1169 of Title 29 of the United States Code.

(b) A health insurance coverage assignment or assignment order made pursuant to Section 3761 of the California Family Code.

(c) A national medical support notice made pursuant to Section 3770 of the California Family Code.

2.2 Commencement of Coverage. Upon the timely and complete submission of eligibility information, if applicable, and upon payment of appropriate Fees, EAP coverage will commence for those Enrollees in accordance with the following provisions:

2.2.1 Initial Enrollees. For Employees and Household Members enrolled as of the Effective Date, coverage shall commence as of 12:01 a.m. Pacific Time on the Effective Date.

2.2.2 Subsequent Enrollees. Coverage for Employees and Household Members enrolled subsequent to the Effective Date shall commence as of 12:01 a.m. Pacific Time on the Employee's date of hire, or for Household Members who become eligible subsequent to the Employee's eligibility, coverage shall commence as of 12:01 a.m. Pacific Time on the date of marriage, birth, adoption or court order as set forth in Section 2.1.2(2) of this Agreement. Coverage for "Household Members" other than a spouse, newborn or adopted children, or a child with court ordered coverage will start at 12:01 a.m. Pacific Time on the date that Employer determines that Household Member meets Employer's participation requirements.

3.0 EMPLOYER OBLIGATIONS.

3.1 Eligibility Information. Employer shall furnish eligibility information to Horizon as set forth elsewhere in this Agreement.

3.2 Benefit Plan Information. Employer shall promptly furnish ValueOptions with copies of Employer's current health benefit plans and insurance policies, and any changes thereto made during the term of this Agreement, as well as other employee benefit information that will assist ValueOptions in making referrals for subsequent treatment.

3.3 Records. Employer shall maintain all necessary and appropriate records relating to this Agreement.

3.4 Disclosure Documents. Employer shall disseminate or cause to be disseminated to each Employee the ValueOptions Combined Evidence of Coverage and Disclosure Form ("EOC") setting forth the EAP services and benefits to which the Employee and Household Members are entitled under this Agreement.

3.5 Information Provided to Employees. Employer shall inform Employees of the following:

(1) conditions of eligibility regarding Employees and Household Members;

(2) when coverage becomes effective and terminates;

(3) any change to the terms and conditions of this Agreement, if requested to do so by ValueOptions within 30 days of receipt of the Plan's notice; and

(4) any cancellation, termination, expiration or nonrenewal of this Agreement as described in Section 10.

3.6 Notice of Provider Termination. ValueOptions shall provide written notice to Employer within a reasonable period of time of any Participating EAP Affiliate's termination or breach of, or inability to perform under, any contract with ValueOptions, if Employer or Enrollees may be materially and adversely affected thereby. Employer will disseminate notice of such change to Enrollees no later than thirty (30) days after receipt of ValueOptions' notice.

4.0 CONDITIONS OF COVERAGE.

4.1 Provision of Covered Services; Choice of Providers. ValueOptions shall arrange for or provide Covered EAP Services to Enrollees in accordance with the terms of this Agreement. Coverage will be provided to Enrollees only if services are provided by a Participating EAP Affiliate in accordance with ValueOptions' prior authorization procedure. Enrollees may obtain the name, location, and telephone numbers of Participating EAP Affiliates or request authorization for Covered Services from ValueOptions' telephone authorization service (1-800-803-3737) 24 hours per day, 7 days per week.

For each Enrollee who makes such a request, ValueOptions' Clinical Care Managers ("CCM") will conduct a preliminary EAP Assessment of the Enrollee and refer the Enrollee to a Participating EAP Affiliate for short-term counseling, if necessary. The Participating EAP Affiliate will meet with the Enrollee, and: (a) assess the Enrollee's Problem; (b) refer the Enrollee to a provider for behavioral health plan services or to other community resources; and (c) follow-up with the Enrollee. In the event the Enrollee has behavioral health benefits through a plan other than ValueOptions, the CCM will facilitate contact with the Enrollee's behavioral health plan for an appropriate referral.

Referrals to Non-Participating EAP Affiliates may be authorized by ValueOptions in the event that a Participating EAP Affiliate with the appropriate qualifications to provide the Covered Service is not reasonably accessible to provide such services.

a. Emergency Services and Follow-up Care.

Emergency Services are not covered under the EAP. If the Enrollee believes that he/she has an Emergency Medical or Behavioral Condition, he/she should get care immediately by going to the nearest hospital emergency room or calling 911. If a Enrollee requires Emergency Services and contacts ValueOptions' telephone authorization service prior to obtaining such services, the Enrollee will be given the above instructions. Coverage for such Emergency Services may be the responsibility of the Enrollee's behavioral health or medical plan as applicable. Should the Enrollee require additional care or services following stabilization of the Emergency Medical or Behavioral Condition or be admitted to the hospital or other facility, the Employee, the attending physician, the hospital staff or a Household Member must contact the Enrollee's behavioral health or medical plan as applicable.

b. **Second Opinion.**

(i) Requests. When requested by the Enrollee or a Participating EAP Affiliate who is treating an Enrollee, ValueOptions will provide or authorize a second opinion by an appropriately qualified Participating EAP Affiliate. ValueOptions will approve all such requests whenever the Enrollee continues to be eligible for EAP services. For purposes of this section, an appropriately qualified EAP Affiliate is a licensed health care practitioner who is acting within his or her scope of practice and who possesses a clinical background, including training and expertise, related to the particular illness, disease, condition or conditions associated with the request for a second opinion.

(ii) Expedited Requests. If the Enrollee or an EAP Affiliate who is treating an Enrollee requests a second opinion, an authorization or eligibility denial shall be provided in an expeditious manner. When the Enrollee's condition is such that the Enrollee faces an imminent and serious threat to his or her health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or lack of timeliness that would be detrimental to the Enrollee's ability to regain maximum function, the second opinion shall be authorized or denied for eligibility reasons in a timely fashion appropriate for the nature of the Enrollee's condition, not to exceed seventy two (72) hours after ValueOptions receipt of the request, whenever possible.

4.2 Continuation of Care for New Enrollees. Under certain circumstances, new Enrollees of Employer may be able to temporarily continue receiving Covered Services from a Non-Participating Provider. Transition assistance is available for Enrollees who are receiving treatment for an Acute, Serious or Chronic mental health condition from a Non-Participating Provider when the Employer changes health plans. Typically, such conditions require continued care with a Non-Participating Provider for a limited period of time. ValueOptions will cover a reasonable transition period to continue an Enrollee's course of treatment with the Non-Participating Provider prior to transferring to a Participating Provider. The length of the transition period shall take into account on a case-by-case basis, the severity of the Enrollee's condition and the amount of time reasonably necessary to effectuate a safe transfer. Reasonable consideration shall be given to the potential clinical effect a change of provider would have on the Enrollee's treatment for the condition. In order for a new Enrollee to receive the Covered Services described in this section from a Non-Participating Provider, the Non-Participating Provider must agree to accept the same contractual terms and conditions, including rates, as the ValueOptions Participating Providers. ValueOptions is not required to cover services or provide benefits not otherwise covered under the terms of this Agreement. This section does not apply to new Enrollees who have an out-of-network option or had the option to continue with the previous health plan and instead voluntarily chose to change health plans.

Upon receiving the form "Request for Continuity of Care Benefits - New Enrollees" a review will be completed by ValueOptions and the Enrollee will be notified of the decision in writing within five (5) calendar days of receipt of the form.

5.0 GRIEVANCE PROCEDURE.

5.1 Telephone Inquiries. If an Enrollee has an administrative question or inquiry regarding eligibility, benefit coverage, or any other matter relating to the EAP, the Enrollee may telephone a Member Service Representative at 1-800-803-3737.

5.2 Grievances. ValueOptions has established a Grievance procedure for receiving and resolving Enrollees' Grievances with ValueOptions and EAP Affiliates. A Grievance may be submitted up to 180 calendar

days following receipt of an adverse determination notice, or following any incident or action that is the subject of the Enrollee's dissatisfaction. Grievances may be filed telephonically, in person, in writing, by facsimile, by e-mail, or through the ValueOptions Internet site at www.ValueOptions.com. ValueOptions will mail a Grievance form for this purpose, and a copy of ValueOptions' Grievance procedure, to the Enrollee upon request. If the Enrollee wishes, ValueOptions will assist the Enrollee in completing the Grievance form. Completed Grievance forms must be mailed or delivered to ValueOptions at 10805 Holder Street, Cypress, CA 90630. ValueOptions will acknowledge receipt of a Grievance within five (5) calendar days.

5.3 Response. ValueOptions will respond in writing with a resolution to a Grievance within thirty (30) calendar days of receipt.

5.4 Urgent Grievances. The Enrollee has the right to an expedited review for urgent Grievances involving an imminent and serious threat to the health of the Enrollee, including but not limited to,. severe pain, potential loss of life, limb, or major bodily functions. The Enrollee or provider may request an expedited review of an urgent Grievance by contacting the Enrollee Services Department at 1-800-803-3737. ValueOptions will notify the provider of the decision in no more than 72 hours and send the Enrollee a written statement on the disposition or pending status of the Grievance within the same 72 hours from receipt of the Grievance.

5.5 Additional Review. The Enrollee may request that the Grievance be submitted to voluntary mediation or binding arbitration as described below.

a. Voluntary Mediation. In the event the Enrollee is dissatisfied with the ValueOptions' determination, the Enrollee may request voluntary mediation with ValueOptions prior to exercising the right to submit the Grievance to the Department as described below. The request must be made within sixty (60) days of the ValueOptions determination. The use of mediation services does not preclude the right to submit the Grievance to the Department of Managed Health Care upon completion of mediation. In order to initiate voluntary mediation, either the Enrollee or an agent acting on the Enrollee's behalf must submit a written request to ValueOptions. If all parties mutually agree to mediation, the mediation will be administered by JAMS in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules and Procedures, unless the parties agree otherwise. The expense of mediation shall be shared equally by the parties. The Department of Managed Health Care will have no administrative or enforcement responsibilities with respect to the voluntary mediation process.

b. Arbitration. If the Enrollee is not satisfied with ValueOptions' response to a Grievance, the Enrollee may submit a request to ValueOptions for binding arbitration within sixty (60) days of receipt of ValueOptions' response. However, in the case of binding arbitration, if the Enrollee has legitimate health or other reasons which would prevent the Enrollee from electing binding arbitration within sixty (60) days, the Enrollee may have as long as reasonably necessary to accommodate special needs in order to elect binding arbitration. Further, if the Enrollee seeks review by the Department of Managed Health Care within sixty (60) days of ValueOptions' response, the Enrollee will have an additional sixty (60) days from the date of final resolution by the Department of Managed Health Care to request binding arbitration.

5.6 Submission to California Department of Managed Health Care. An Enrollee has the right to submit Grievances to the California Department of Managed Health Care after completing the ValueOptions Grievance process or voluntary mediation or after participating in the ValueOptions Grievance process or voluntary mediation for thirty (30) days. The Enrollee will be provided with the following notice: "The California Department of Managed Health Care is responsible for regulating health care service plans. If

you have a grievance against your health plan, you should first telephone your health plan at (1-800-228-1286 extension: 6123) and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (1-888-HMO-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The department's Internet Web site http://www.hmohelp.ca.gov has complaint forms, IMR application forms and instructions online."

6.0 CONTINUATION OF COVERAGE.

6.1 Continuation of Coverage - Federal COBRA

a. Qualifying Events. If Employer is subject to the Federal Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") upon the appropriate effective date as set forth under COBRA, the Enrollee may be entitled to continuation of coverage in certain instances where coverage under this Agreement would otherwise end. Such coverage shall be offered by Employer to an Enrollee who is an active Employee and enrolled "Qualified Beneficiaries" if coverage is lost due to one or more of the following "qualifying events," provided that the individual is currently enrolled as an Enrollee. A "Qualified Beneficiary" means the spouse and dependent child of the Employee.

(i) Upon the death of an Employee, Qualified Beneficiaries may be covered for a term of up to thirty-six (36) months;

(ii) Upon the termination of the Employee's employment (for reasons other than gross misconduct), or reduction of the Employee's hours to less than the number required for group plan coverage, the Employee and Qualified Beneficiaries may be covered for a term of up to eighteen (18) months;

(iii) Upon the divorce or legal separation of the Employee from the Employee's legal spouse, the former spouse and other Qualified Beneficiaries may be covered for a term of up to thirty-six (36) months;

(iv) Upon the Employee becoming entitled to benefits under Medicare, Qualified Beneficiaries may be covered for a term of up to thirty-six (36) months; and

(v) Upon loss of eligibility for a dependent child due to marriage, age, or change of custody, that child may be covered for a term of up to thirty-six (36) months.

b. Employer's Responsibilities. The Employer shall be responsible for notifying Horizon of those eligible persons electing to continue coverage under COBRA provisions and the maximum term of coverage. The Employer shall also be responsible for the payment of Fees for persons continuing coverage. ValueOptions shall not act or be responsible as Plan Administrator pursuant to the requirements of COBRA.

c. Time for Election. Eligible persons electing to continue coverage as described in this section must do so within sixty (60) days of the applicable "qualifying event" described above or the day on which

such person is notified by the Employer of entitlement to continue coverage, whichever occurs later. Employer shall indemnify and hold harmless ValueOptions and Horizon from and against any loss or expense arising out of any failure by Employer to notify eligible persons of their entitlement to continue coverage prior to the end of that sixty (60) day period.

d. Termination of Coverage. Coverage provided under this section shall terminate upon the occurrence of one of the following:

(i) The expiration of maximum term for continuation pursuant to this section ;

(ii) Failure of the Employer to pay applicable Fees within the time required by this Agreement;

(iii) Commencement of the Enrollee's coverage under another group health plan;

(iv) Commencement of the Enrollee's eligibility for Medicare;

(v) In the case of a former spouse of an Employee, remarriage when such former spouse becomes eligible under another group health plan; or

(vi) Termination of this Agreement.

e. Continuation of Coverage under Cal-COBRA. If an Enrollee is entitled to less than 36 months of continuation coverage under COBRA, the Enrollee may be entitled to extend the term of their coverage under the California Continuation of Benefits Replacement Act ("Cal-COBRA").

6.2 Continuation of Coverage – Cal-COBRA.

a. Enrollee Eligibility for Cal-COBRA. If an Enrollee is entitled to less than thirty-six (36) months of continuation coverage under COBRA and has exhausted the continuation coverage to which the Enrollee was entitled under COBRA, the Enrollee may be entitled to extend the term of this coverage under Cal-COBRA to thirty-six (36) months from the date the Enrollee's Federal COBRA continuation coverage originally began. For example, an Employee or Qualified Beneficiary may be entitled to eighteen (18) months of coverage under COBRA due to one of the qualifying events listed above. Upon exhaustion of the eighteen (18) months of COBRA coverage, the Employee or Qualified Beneficiary may be eligible to continue coverage for up to an additional eighteen (18) months under Cal-COBRA. In no case will an Enrollee be eligible for more than a total of thirty-six (36) months of coverage.

b. Employer's Responsibilities. Employer will be responsible for notifying Enrollees before the Enrollee's coverage under Federal COBRA ends and for providing notification of the Enrollee's eligibility for coverage under Cal-COBRA. Enrollees who choose to continue coverage under Cal-COBRA must notify Employer as indicated in c. below. ValueOptions shall not act or be responsible as Plan Administrator pursuant to the requirements of Cal-COBRA.

c. Enrollee Enrollment. An Enrollee who wishes to continue coverage under Cal-COBRA must request the continuation in writing and deliver the written request, by first-class mail, personal delivery, express mail, or private courier company to Employer within the sixty (60) day period following the later of (1) the date that the Enrollee's coverage under Federal COBRA was exhausted or (2) the date the Enrollee was sent notice by Employer of the ability to continue coverage under Cal-COBRA. **Failure to make written notification to Employer within the required sixty (60) days will disqualify the Enrollee from receiving continuation coverage under Cal-COBRA.**

Employer shall be responsible for notifying ValueOptions of those eligible persons electing to continue coverage under Cal-COBRA provisions and the maximum term of coverage.

(i) The Enrollee's first premium payment must be delivered by first class mail, certified mail, personal delivery, express mail, or private courier company to Employer within forty-five (45) days of the date the Enrollee provided written notice to Employer of the choice to continue Cal-COBRA coverage. The first premium payment must equal an amount sufficient to pay all required premiums due. **Failure to submit the correct premium amount within the forty-five (45) day period will disqualify the Enrollee from receiving Cal-COBRA continuation coverage.**

d. Subscription Charges. Employer may require that the Enrollee pay the entire cost of Enrollee's Cal-COBRA coverage. This amount may not be more than 110 percent of the applicable rate charged to an Enrollee under Employer's benefit plan who is not covered under Cal-COBRA coverage. This amount must be paid to Employer each month during the Cal-COBRA continuation period.

(i) In the case of a Qualified Beneficiary who is determined to be disabled pursuant to Title II or Title XVI of the United States Social Security Act, the Qualified Beneficiary shall be required to pay to Employer an amount no greater than 150 percent of the group rate after the first eighteen (18) months of continuation coverage provided pursuant to this section.

(ii) If the Enrollee's Cal-COBRA coverage with a prior group benefit plan ended because the contract between the prior company and Employer was terminated and Employer replaced that coverage with ValueOptions coverage, then the Enrollee may continue coverage under ValueOptions for the balance of the Enrollee's Cal-COBRA continuation period. To continue coverage, the Enrollee must enroll in the ValueOptions plan and pay the required premium to Employer within thirty (30) days of receiving Employer's notification of the termination of the prior group benefit plan.

(iii) Employer shall be responsible for the payment of such charges to Horizon for persons continuing coverage.

e. Termination of Cal-COBRA Coverage.

(i) The expiration of maximum term for continuation;

(ii) Failure of the Employer to pay applicable subscription charges;

(iii) Employer or any successor to Employer ceases to provide any group benefit plan to its employees;

(iv) If the Agreement between ValueOptions and Horizon is terminated because Horizon replaces the ValueOptions coverage with coverage from another company, the Enrollee's Cal-COBRA coverage with ValueOptions will end at that time. Employer will notify the Enrollee of the termination at least thirty (30) days in advance and advise the Enrollee how to enroll for coverage for the balance of the Enrollee's Cal-COBRA continuation period under Employer' new benefit plan.

6.3 Employer Administrator Duties. It is Employer's responsibility to comply with COBRA and Cal-COBRA requirements, including notifying Enrollees of their continuation of coverage eligibility. ValueOptions shall not act or be responsible as Plan Administrator pursuant to the requirements of Cal-COBRA. Employer shall indemnify and hold harmless ValueOptions and Horizon from and against any

loss or expense arising out of any failure by Employer to provide required COBRA and Cal-COBRA notifications to Enrollees or to fulfill other compliance responsibilities.

7.0 REPRESENTATION AND COVENANT OF VALUEOPTIONS

7.1 ValueOptions represents to Employer that it is in full compliance with all licensing and related requirements under the Knox-Keene Health Care Service Plan Act of 1975, as amended, with respect to all EAP Services provided pursuant to this Agreement (including this Addendum C), and covenants that it shall remain in full compliance with all such requirements during the term of this Agreement.

Introduced by: **Castellano**
Seconded by: **Russo**

25

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION REQUESTING THE LEGISLATIVE BRANCH OF THE STATE OF NEW JERSEY TO ENACT LEGISLATION REGARDING CERTAIN TAX EXEMPTIONS FOR LONG TERM OWNER OCCUPIED RESIDENTIAL PROPERTIES, SIMILAR IN SUBSTANCE TO THE LAW AS CURRENTLY ENACTED IN PHILADELPHIA CODE TITLE 19

WHEREAS, the Philadelphia General Code, at Title 19, includes legislation granting certain tax exemptions to long term owner occupied residential properties, as attached hereto and incorporated herein by reference; and,

WHEREAS, within the State of New Jersey, tax assessment and tax exemption is dealt with through the State's statutes; and,

WHEREAS, the City Council of the City of Hoboken requests the State Legislative Bodies review and investigate the attached Philadelphia legislation, and thereafter consider creating a State of New Jersey statute to enable New Jersey municipalities to, at their discretion, incorporate the same or similar legislation within their local codes.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Hoboken hereby expresses its support of certain tax exemptions for long term owner occupied residential properties, as expressed in the attached Philadelphia Code Title 19; and;

BE IT FURTHER RESOLVED, the City Council of the City of Hoboken respectfully requests the Legislative Branch of the State of New Jersey examine, review, and investigate the attached legislation, and, thereafter, create a State statute enabling New Jersey municipalities to, in their discretion, enact the same or similar legislation at the local level; and,

BE IT FURTHER RESOLVED, the City Council of the City of Hoboken hereby directs that duly authenticated copies of this Resolution be immediately transmitted by the City Clerk to the legislative sponsors, Senator Ray Lensiak, Assemblyman Raj Mukherji, and Assemblywoman Mila M. Jasey, and to the New Jersey State Assembly, through its Assembly Speaker, Vincent Prieto, and to the New Jersey State Senate, through its Senate President, Stephen Sweeney.

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

James J. Farrin

CITY CLERK

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES

CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES 504(1)

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES / § 19-3901. Declaration of Policy.

§ 19-3901. Declaration of Policy.

The Council of the City of Philadelphia has determined that:

1. Numerous long-established residential areas and areas of deteriorated, vacant or abandoned homes and properties located throughout the City of Philadelphia have been targeted for redevelopment and, as a result, are particularly vulnerable to the process of neighborhood change known as gentrification.

2. Longtime owner-occupants of principal residences throughout the City face the real threat of losing the financial ability to remain in their homes by virtue of the rising market values and consequent property tax assessments which are the hallmarks of a gentrifying neighborhood.

3. Properties that experience a threefold increase or higher in certified market value, from one year to the next are deemed to have experienced an increase in market value as a consequence of the refurbishing or renovating of other residences or the construction of new residences in the area surrounding the property.

The Council of the City of Philadelphia therefore deems it to be a matter of sound public policy to provide a Real Property Tax exemption program to relieve the economic burden that gentrification brings to Longtime home owners, thereby enabling them to remain in their homes and neighborhoods.

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES / § 19-3902. Definitions.

§ 19-3902. Definitions.

(1) "Longtime owner-occupant." Any person who, as of July 1 of the year immediately preceding the tax year has owned and occupied the same dwelling as a principal residence and domicile within the City of Philadelphia for at least ten continuous years, or any person who, as of July 1 of the year immediately preceding the tax year has owned and occupied the same dwelling as a principal residence and domicile within the City of Philadelphia for at least five years if that person received assistance in the acquisition of the property as part of a government or nonprofit housing program.

(2) "Principal residence." The dwelling place of a person, including the principal house and lot, and such lots as are used in connection therewith which contribute to its enjoyment, comfort and convenience. For purposes of this Chapter, the term may also include a building with a maximum of one commercial establishment and a maximum of three residential units of which one residential unit must be the principal residence of the longtime owner-occupant.

(3) "Owner."

(a) The owner of record, as recorded with the Department of Records; or

(b) An equitable owner, defined as a person who has inherited an interest in the property from the deceased owner of record; a person who has entered into an installment land contract to purchase the property from the owner of record; a person who was the owner of record before a fraudulent conveyance of the property occurred; or a person who can demonstrate some other ownership interest in the property; or

(c) Where the owner of record either is deceased or cannot be located, a person who has registered his or her name with the Department as the person to whom tax bills should be sent and who has been paying such bills for at least the preceding ten years.

(d) Where the owner of record acquired the property from a spouse, due to death or divorce, or from a life partner, due to death or termination of the life partnership, the owner of record shall be deemed to have been the owner of record throughout the period of ownership of the transferring spouse or life partner.

(4) "Eligible property." The principal residence and domicile of an eligible taxpayer under § 19-3903.

(5) "OPA." Office of Property Assessment.

(6) "Income." As defined at 24 Code of Federal Regulations (CFR) Section 5.609

(referred to as "Part 5 annual income").

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES / § 19-3903. Eligibility for Exemption of Real Property Taxes.

§ 19-3903. Eligibility for Exemption of Real Property Taxes.

(1) Real property shall be eligible for the exemptions provided for under this Chapter if it meets all of the following conditions:

(a) The property is owned and occupied by a longtime owner-occupant on January 1 of the tax year.

(b) The property is the principal residence and domicile of the longtime owner-occupant.

(c) The property is located in an eligible long-established residential area or area of deteriorated, vacant or abandoned homes and properties as defined by Section 19-3904.

(d) All real estate taxes on the property are current or subject to a payment agreement that is not in default, except in the following circumstances:

(.1) A taxpayer shall not be found ineligible pursuant to this subsection (d) while the taxpayer has an application for a payment agreement pending determination by the Department of Revenue.

(e) The property has not previously received an abatement of taxes under § 19-1303(2), § 19-1303(3), § 19-1303(4) or § 19-1303(5).

(f) The total household income is less than or equal to one hundred fifty percent (150%) of the Area Median Income, adjusted for household size, as established by the U.S. Department of Housing and Urban Development in its most recent publication for Philadelphia County. 505(2)

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES / § 19-3904. Eligible Areas.

§ 19-3904. Eligible Areas.

The following areas of the City are hereby declared to be established residential areas or

areas of deteriorated, vacant or abandoned homes and properties:

(1) All wards of the City.

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES / § 19-3905. Benefit Determinations.

§ 19-3905. Benefit Determinations.

(1) For purposes of calculating City and School District real estate taxes, upon application pursuant to subsection (2), below, if the certified market value of an eligible property for any tax year, minus any homestead exclusion, is more than three times the certified market value of such property for the immediately preceding tax year, then the certified market value of such property for such tax year shall be deemed to equal three times the certified market value of such property for the immediately preceding tax year, and no further homestead exclusion shall be allowed. The foregoing deemed certified market value shall remain the deemed certified market value until such property is sold, transferred or is no longer the principal residence of the eligible taxpayer, but in no event for more than ten years.

(2) The Department of Revenue shall include with the annual property tax bill sent to each taxpayer (a) a notice clearly describing the program authorized by this Chapter, the steps a taxpayer must take to enter into the program, and the deadline for doing so; and (b) an application form. The Department and the OPA shall post a downloadable version of the form on their respective websites.

(3) No later than February 17 of each tax year, the owner of any property that meets the criteria set forth in Section 19-3903 and who wishes to participate in the program must apply to the OPA for certification as a participant in the program. 506(3)

(4) The OPA shall promulgate such rules, regulations, schedules or procedures as it deems necessary for the submission and establishment of proof of the eligibility of the taxpayer for the real property tax exemption provisions of this Chapter.

(5) The OPA shall approve or deny the application and shall determine the exemption amount to which the longtime owner-occupant is entitled. The OPA may also deny the application for lack of complete documentation with leave to refile within a stated period of time.

(6) Nothing in this Chapter shall be construed as a limitation on the eligibility or the amount of any special tax provisions of any longtime owner-occupant who qualifies for the special tax provisions established in Chapter 19-2900 entitled "Senior Citizen Low Income Special Tax Provisions".

(7) If, for any tax year, the total City and School District taxes exempted pursuant to the foregoing on all properties in the City, as certified by the Department no later than forty-five days after the deadline for applications under this Chapter, are in excess of twenty million dollars ($20,000,000) then, notwithstanding subsection (1), above, the exemptions shall be allocated among all eligible taxpayers on a pro rata basis so that the total taxes exempted do not exceed $20,000,000.

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES / § 19-3906. Prohibited Conduct: Penalties and Additions.

§ 19-3906. Prohibited Conduct: Penalties and Additions.

No taxpayer shall intentionally make any false statement when making application for eligibility to receive an exemption of real property taxes. If it is determined that a taxpayer made application for the real property tax exemption program on the basis of a false statement the eligibility for the exemption provisions is null and void and the applicant shall be required to pay the City outstanding tax liability and any additions, interest or penalties computed as if the taxpayer had never been granted any exemption.

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-3900. TAX EXEMPTIONS FOR LONGTIME OWNER-OCCUPANTS OF RESIDENTIAL PROPERTIES / § 19-3907. Review by Tax Review Board.

§ 19-3907. Review by Tax Review Board.

The Tax Review Board is authorized to review any adverse final decision or determination of the OPA relating to a taxpayer's initial and continued eligibility for the real property tax exemption program as provided herein, in like manner and with the same effect as a petition for review, as provided in Chapter 19-1700.

Endnotes

1 (Popup - Popup)

504 Added, Bill No. 120340-AAAA (approved June 25, 2013).

2 (Popup - Popup)

505 Section 2 of Bill No. 120340-AAAA provides: "Subsection 19-3903(f) of The Philadelphia Code, as added by Section 1 of this ordinance, shall take effect upon authorization of the General Assembly, and shall apply to all applications filed before or after such date. All other provisions of this ordinance shall take effect immediately."

3 (Popup - Popup)

506 Amended, Bill No. 130854 (approved December 18, 2013).

TITLE 19. FINANCE, TAXES AND COLLECTIONS / CHAPTER 19-1300. REAL ESTATE TAXES / § 19-1301.1. Homestead Exclusion.

§ 19-1301.1. Homestead Exclusion. 151(1)

(1) For purposes of this Section, the following terms have the following meanings:

(a) "*Homestead property*" shall mean a dwelling, including the parcel of land on which the dwelling is located and the other improvements located on the parcel, for which any of the following apply, as determined by the OPA upon application of the property owner:

(.1) The dwelling is primarily used as the domicile of an owner who is a natural person. "Homestead property" shall not include the land on which the dwelling is located if the land is not owned by a person who owns the dwelling.

(.2) The dwelling is a unit in a condominium as the term is defined in 68 Pa. C.S. § 3103 (relating to definitions) and the unit is primarily used as the domicile of a natural person who is an owner of the unit; or the dwelling is a unit in a cooperative as the term is defined in 68 Pa. C.S. § 4103 (relating to definitions) and the unit is primarily used as the domicile of a natural person who is an owner of the unit. The homestead for a unit in a condominium or a cooperative shall be limited to the assessed value of the unit, which shall be determined in a manner consistent with the assessment of real property taxes on those units under 68 Pa. C.S. (relating to real and personal property) or as otherwise provided by law. If the unit is not separately assessed for real property taxes, the homestead shall be a pro rata share of the real property.

(.3) The dwelling does not qualify under paragraphs (.1) or (.2) and a portion of the dwelling is used as the domicile of an owner who is a natural person. The homestead for real property qualifying under this paragraph shall be the portion of the real property that is equal to the portion of the dwelling that is used as the domicile of an owner.

(b) "*OPA.*" Office of Property Assessment.

(c) "*BRT.*" Board of Revision of Taxes.

(2) Commencing in tax year 2014, a homestead exclusion is hereby provided in the lesser amount of (A) thirty thousand dollars ($30,000) multiplied by the established predetermined ratio; or (B) fifty percent (50%) of the median assessed value of properties granted a homestead exemption, as certified by the OPA by no later than November 15 of the year prior to the tax year. 151.1(2)

(3) The exclusion authorized under subsection (2) for a dwelling that is used as homestead property for only a portion of the year prior to the Year of Tax, whether because of

new construction or otherwise, shall be prorated in a manner consistent with the assessment of real property taxes on that dwelling.

(4) *Administration and procedure.*

(a) Except as otherwise provided in this subsection, no later than September 13 of the year prior to the year in which the tax is due, the owner or owners of real property may apply to the OPA for designation of property as homestead property. Such application shall be in such form as the OPA shall prescribe, consistent with any form mandated by the Department of Community and Economic Development. 151.2(3)

(.1) In the event that a property transfer takes place after the deadline specified in subsection (4)(a) or within 30 days prior to such deadline, the owner or owners of real property may apply to the OPA for a designation of the property as homestead property within 30 days of the date on which said property is transferred into the new owner or owners' name(s), provided that such application is received by OPA no later than December 1 of the year prior to the year in which the tax is due.

(.2) With respect to applications received by the OPA pursuant to subsection (.1), if it is impracticable for the Department to include the homestead exclusion in the tax bill, the taxpayer shall pay the full amount set forth in the tax bill and the Department, by no later than May 31 of the tax year, shall refund to the taxpayer the amount of tax subject to the homestead exclusion. No refund application shall be required.

(b) The OPA shall provide sufficient notice to the public regarding the availability of applications to designate real property as Homestead Property and all filing deadlines. The OPA shall make applications available at least sixty (60) days before the filing deadline.

(c) An application shall be deemed approved unless the OPA provides, by no later than the date set out below, a written statement setting out all reasons for any denial, in whole or in part, of an application. 151.3(4)

(.1) For applications timely filed on or before September 13 of the year prior to the year in which the tax is due: November 30 of the year prior to the year in which the tax is due.

(.2) For applications timely filed, pursuant to subsection (4)(a)(.1) above, after September 13 of the year prior to the year in which the tax is due: January 31 of the year in which the tax is due.

(d) An owner aggrieved by the determination of the OPA hereunder may appeal to the BRT for a review of the determination in a manner consistent with the provisions for appeal of assessments under the applicable assessment law. Appeals under this subsection

shall be limited to whether the application meets the requirements of subsection (a) and whether the parcel for which the appeal is made meets the definition of homestead property under subsection (1).

(e) Appeals regarding the assessed value of real property under the applicable assessment law shall be based on the assessed value of the real property before application of the exclusion for homestead property. The issue of qualification as Homestead Property shall not be raised in an appeal except as provided in subsection (d).

(5) *Change of use.* The owner of any property approved as homestead property shall notify the OPA within 45 days of any change in use that renders the property no longer eligible as homestead property.

(6) *False applications; Penalties.* Any person who files an application under subsection (4) which is false as to any material matter, or who fails to file notice of change of use pursuant to subsection (5), shall:

(a) Pay any taxes which would have been due but for the false application or failure to provide notice, plus simple interest computed at the rate provided in section 806 of the act of April 9, 1929 (P.L. 343, No. 176), known as The Fiscal Code;

(b) Pay a penalty equal to 10% of the unpaid taxes computed under subsection (a); and

(c) Upon conviction for failing to provide notice pursuant to subsection (5) or filing an application under subsection (3) which a person knows to be fraudulent, be guilty of a misdemeanor of the third degree and be sentenced to pay a fine not to exceed $2,500.

Endnotes

1 (Popup - Popup)

151 Added, Bill No. 070203-A (approved January 3, 2008). Section 2 of Bill No. 070203-A provides: "This bill shall be effective upon authorization by the General Assembly." Amended, Bill No. 120175-AA (approved June 30, 2012).

2 (Popup - Popup)

151.1 Amended, Bill No. 130181 (approved June 25, 2013).

3 (Popup - Popup)

151.2 Amended, Bill No. 130298 (approved May 21, 2013); amended, Bill No. 130306 (approved May 21, 2013).

4 (Popup - Popup)

151.3 Amended, Bill No. 130298 (approved May 21, 2013).

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF OVER BILLED 3rd & 4th QUARTERS OF 2014 FROM THE TAX DUPLICATE

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

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

THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling $24,756.47

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Hoboken Excalibur LLC 450 Seventh St. c/o Frank Raia #3K Hoboken, NJ 07030	85/14	727 ADAMS ST	3&4 2014	$5,854.25
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	125/8/B01	1427-1429 WILLOW AVE	3&4 2014	$354.99
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	125/8/B02	1427-1429 WILLOW AVE	3&4 2014	$354.99
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	133/5	1512-1522 WILLOW AVE	3&4 2014	$392.07
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	133/10	1524-1530 WILLOW AVE	3&4 2014	$4,269.27

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	134/2	1500 PARK AVE	3&4 2014	$2,804.46
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	134/3.02	1516-1532 PARK AVE	3&4 2014	$10,726.44

Meeting: September 3, 2014

Approved as to form:

CORPORATION COUNSEL

SHARON CURRAN

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

SEP 0 3 2014

CITY CLERK

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **$19,875.27**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
PHH Mortgage 95 Methodist Hill Drive, Suite#400 Rochester, NY 14623	114/1/C0601	1300 Grand St	2nd /13	$3,359.31
Rachelle E. Namm 704 Clinton Street #4C Hoboken, NJ 07030	152/5/C04-C	704 Clinton St	4th /13	$1,905.68
Rachelle E. Namm 704 Clinton Street #4C Hoboken, NJ 07030	152/5/C0P18	704 Clinton St	4th /13	$161.12
Brian P. McGrath 145 W 80th St. #4R New York, NY 10024	159/20.02/C03-D	708-710 Willow Ave	2nd /14	$1,031.57
Mallory Cook c/o Shelia Cook 937 Rathbun Ave. Staten Island, NY 10309	30/13.01/C0006	132 Adams St	2nd /14	$959.60
Philip & Jennifer Carroll 1115-19 Grand St #3B Hoboken, NJ 07030	156/5/CG-3B	115 Grand St	1st /14	$1,715.29
Philip & Jennifer Carroll 1115-19 Grand St #3B Hoboken, NJ 07030	156/5/CGP14	115 Grand St	1st /14	$119.95

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Saldanha, Carlos & I Lacombe Scarpa 818 Garden St Hoboken, NJ 07030	183/27	818 Garden St	1st & 2nd	$6,035.89
PHH Mortgage 95 Methodist Hill Drive, Suite#400 Rochester, NY 14623	25/1/C012E	700 First St	3rd /14	$2,018.23
Ridge Abstract of NJ Corp. One Bethany Road, Suite 70 Hazlet, NJ 07730	95/6/C006D	915 Madison St	4th/14	$2,568.63

Meeting: September 3, 2014

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

28

Sponsored by:

Seconded by:

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular meetings of November 18, 2013 and July 9, 2014** have been reviewed and approved by the Governing Body.

Approved as to form:
Corporation Counsel

Meeting Date: September 3, 2014

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK