OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

August 24, 2011

Dear Council Members,

My Administration is continuing to address issues that have resulted from the budgetary gimmicks employed by prior Administrations. In this instance, the Roberts Administration closed a $2.4 million budget gap by front loading a 99-year PILOT into a single lump sum one shot payment from NJ Transit in 2006. The amount of the payment appears low compared to the value of the future income stream, likely a sign that the Administration approached NJ Transit in an act of fiscal desperation.

To make matters worse, the Tax Collector at the time, who is no longer employed by the City, imposed a tax lien for taxes that were not owed by NJ Transit. The reason these liens were not owed by NJ Transit was both because the property was not taxable as it was subject to a PILOT instead and because the PILOT had already been prepaid in full through an agreement with the City. The City then sold those liens to 3rd parties. It is therefore necessary for the City to cancel those liens in order to resolve this matter.

I strongly advise the Council to support the attached resolution, and I thank you for working with my Administration to address these issues as they arise.

Best regards.

Mayor Zimmer

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

August 23, 2011

Dear City Council Members:

I am writing to provide an update and additional information on a variety of issues.

Parks and Pedestrian Safety

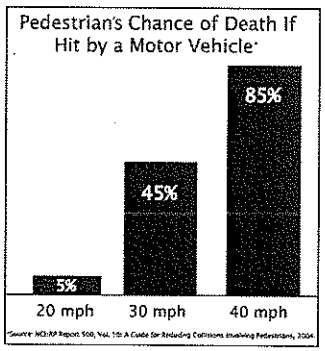
My Administration has been trying to meet the Council's deadline for 1600 Park set by a 9-0 vote on May 4th. In order to meet this deadline, everything had to go perfectly. I made the decision that for public safety reasons and in order to ensure that we have the best possible park design for the long term, we will delay the opening of the park rather than meet this artificial deadline.

Originally, my Administration had proposed a series of short-term pedestrian safety measures including a striped crosswalk, other traffic calming measures, and police presence at 16th and Park while a traffic signal was installed. The County was not comfortable that these measures were sufficient, and we have agreed that the signal should be installed before opening the park. Although we coordinated with the County in the first months of 2010 for a signal at this location; unfortunately, the programming for such work prevents the installation of a traffic and pedestrian signal at 16th and Park until next year. I am asking for your help to expedite the process for installation of this signal.

The City's Transportation and Parking Department collected traffic data for that area to assess the best pedestrian safety measures to be installed for 1600 Park. Per our analysis, more than 95% of the cars in this area along Park Avenue speed (posted speed limit of 25 mph). The speed data for this traffic study is as follows:

Park Avenue Viaduct Speed Data

Average Speed:	34 mph
85th Percentile Speed:	39 mph
Percentage traveling over 25 mph	95.6%
Percentage traveling over 30 mph	78.0%
Percentage traveling over 35 mph	37.4%
Percentage traveling over 40 mph	8.4%



At the speeds this traffic is traveling, the chance of a pedestrian accident resulting in a fatality is significantly higher than it would be at or below the posted speed limit.

Although the need to install the signal will delay the opening of the field, I still want to expedite this process so the field can be opened for use in the late spring/summer of 2012. Unfortunately, the County's signalization funding program would not allow us to have the signal constructed until late in 2012. My Administration has been working with the County to finalize an inter-local agreement that allows for the County's funding intended for this signal to be used in kind for roadway improvements next year along Observer Highway that would otherwise be borne by the city. In exchange, the City would bond immediately for the traffic signal at the 16th & Park location. We expect the agreement to be finalized and on the next

agenda, but in order to move forward with the funding of the signal, a bond ordinance for that signal is on for introduction at this week's Council meeting.

Because I have decided to delay opening up the park until 2012, this has given us the opportunity to contemporaneously revise the height of the field. As a result of concerns raised by some residents of the elevation of the field, my staff, the design professionals and I met with a representative of the Department of Environmental Protection (DEP). At that meeting the DEP expressed new flexibility in environmental remediation measures, and we believe that we can lower the height of the retaining wall and field significantly while still maintaining the necessary environmental remediation controls. Although the field will still be elevated somewhat, these revisions to the design will allow us to make the field more visually connected to our waterfront.

Previously we were moving forward with the field being built with the approved environmental controls previously allowed and approved by the DEP. In order to get the field completed by this fall, the City would have had to utilize those existing remediation measures that were already completed. To move forward and re-design the field, we will need to utilize the expertise of a Licensed Site Remediation Professional (LSRP), as the DEP no longer does direct oversight of environmental remediation. This has created the flexibility and timeliness in remediation measures that were previously not available to us.

We will be moving forward with redesigning the artificial turf field as is acceptable to the DEP standards and will make sure to work with the stakeholders on the various conceptual designs for their feedback before we go out to bid. In order to redesign and rebid, however, we have to rescind the contract with Applied Landscape Technologies. This firm was the lowest bidder and the bid was awarded to them at the July 1st City Council meeting. Subsequently we learned from the DEP about the flexibility in environmental controls possible for the site. Unfortunately, the change in design will change the scope of work significantly, necessitating the need to reject all bids and rebid the project upon completion of the new design drawings. This item is on this week's agenda to rescind the bid.

We will also need to revise the contract with Remington & Vernick to address the redesign and the use of the LSRP for oversight of the environmental work. We are awaiting their proposal for this additional work change order and expect to have that on the agenda for a revision to the contract at the September 7th Council meeting.

Helping Community Organizations

The agenda contains a resolution to approve approximately $48,000 in funding for the YMCA. This funding would come from our affordable housing fund which has a balance of $72,663.19 and which is not designated for any other use. These funds may only be used for affordable housing projects such as this one. The YMCA is seeking this bridge funding in order to close on the financing for the project which will create 96 single-room occupancy units of low and moderate income housing. Please review the attached memo from our redevelopment counsel for additional information.

A resolution would also approve an application to COAH to request that the balance of our affordable housing funds be reallocated towards supporting the Hoboken Shelter. The shelter plays a critical role in our community, providing hundreds of meals every day, shelter for dozens every night, and valuable counseling and job training. Due to the economy, more families than ever are turning to them for help.

We are also entering into a shared service agreement with Hoboken Charter and Elysian Charter to allow them to use the gym in the Multi-Service Center, and we are providing funding for the Jubilee Center, United Cerebral Palsy, HOPES, Nuestros Ninos, Miles Square Funding, Day Care 100, Hoboken Family Planning, and the Boys & Girls Club of Hudson County.

Green Initiatives

Green Team

As part of our effort to attain Sustainable Jersey certification for Hoboken, we are required to establish a Green Team. I will be appointing members of the public as well as my Administration to the team, which will be tasked with leading and coordinating sustainability initiatives in our community. I welcome recommendations from the Council and the community. Residents interested in being considered for the Green Team should email Daniel Bryan (dbryan@hobokennj.org) with a resume and expression of interest.

Bike Lanes

An ordinance up for second reading would establish 10 miles of new striped bicycle lanes throughout Hoboken. The designated streets are all wide enough to accommodate a bike lane without eliminating any parking or travel lanes. Bike lanes have been demonstrated to be an effective, low-cost traffic calming measure. Hoboken streets with bike lanes have speeds approximately 4mph lower than similar streets without bike lanes. Hoboken is a flat, compact City that is ideal for bicycling. I urge you to support this effort to make our City greener, safer, and healthier.

City Charter

Recently, while doing research as part of the codification process to bring our code up to date, Business Administrator Liston discovered there was no charter in our code book. The City Clerk office was asked to research the issue as well, but also could not find the charter. While the City's charter was established in 1952, it was apparently never codified previously. When our legal counsel drafted the charter, it was based on the Council's recent passage of legislation moving elections to November. However we have since revised the dates in the charter to reflect the fact that the signatures to hold a referendum on changing the election date were recently approved by the Clerk's office.

New Jersey Symphony Orchestra Concert

Last week hundreds of residents came out to enjoy the New Jersey Symphony Orchestra play a free evening open air concert on Pier A. The City sponsored this event from the Cultural Affairs trust fund and helped offset the $50,000 cost with more than $35,000 in donations from sponsors. Based on the unanimously positive response from the community, we hope to make this an annual tradition.

Sincerely,

Mayor Dawn Zimmer

CITY CLERK'S OFFICE

CITY OF HOBOKEN
HOBOKEN, NEW JERSEY 07030
(201) 420-2074

JAMES J. FARINA
CITY CLERK

Date: August 19, 2011

To: Honorable City Council Members of the City of Hoboken

Re: Referendum Petitions for **Z-122 Ordinance to change Municipal Elections in Hoboken to November pursuant to N.J.S.A. 40:45-7.1** submitted to the City Clerk's office on 8-12-2011

Dear Council Members,

Please be advised that referendum petitions were submitted to the City Clerk's office on August 12, 2011.

Z-122 "Ordinance to change Municipal Elections in Hoboken to November pursuant to N.J.S.A. 40:45-7.1"

After reviewing the petitions, I certify that the petitions meet the legal requirements pursuant to statutory reference **N.J.S.A. 40:69A-184 to 196** to be submitted to the City Council at the August 24, 2011 City Council meeting.

Sincerely

James J. Farina
Hoboken City Clerk

Cc: Mayor Dawn Zimmer
Mark Tabakin, Corporation Counsel
Barbara Netchert, Hudson County Clerk
Committee of Petitioners:
Jennifer Holdsworth
Frank Raia
Franz Paetzold
Jennifer Grace
James Cryan

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

RECEIVED
2011 AUG 12 PM 1:49
CITY CLERK
HOBOKEN, NJ 07030

MEMORANDUM

8/12/2011

TO: City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Library Board Appointment

Mr. Farina,

I have appointed the following applicant to the open position on the Hoboken Library Board:

Sandra Reinardy

Please update your records accordingly and administer the oath of office.

Thank you,

Mayor Zimmer

SPONSORED BY: _____

SECONDED BY: _____

MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING

AUGUST 24, 2011

TAXI, LIMOUSINE, AND LIVERY DRIVERS 11 ITEMS

(SEE ATTACHED)

VENDORS ($100.00 EA) 2 ITEMS

FERNANDO LEBRON
324 HARRISON ST
HOBOKEN, NJ 07030

CVG DESIGNS
6215 BOULEVARD EAST #A4
WEST NEW YORK, NJ 07093

POOL TABLE (OWNERS) ($350.OO EA) 1 ITEM

MAGALI CARABALLO 1 POOL TABLE
D/B/A MAGGIE'S PLACE
87 JEFFERSON ST
HOBOKEN, NJ 07030

MUSIC MACHINE ($75.00 EA) 1 ITEM

MAGALI CARABALLO
MAGGIE'S PLACE 1 MUSIC MACHINE
87 JEFFERSON ST
HOBOKEN, NJ 07030

MISCELLANEOUS LICENSES

DRIVERS (11 ITEMS @ $75.00)

RAMY ABDELMALAK	32 NEWARK BAY CT, BAYONNE, NJ	TAXI
LUIS CALLE	84 VAN WAGENEN AVE, JERSEY CITY, NJ	LIMO
VINCENTE AYALA	1614 SUMMIT AVE, UNION CITY, NJ	LIMO
NASSER AWAD	584 AVENUE C, BAYONNE, NJ	TAXI
JOSE RODRIGUEZ PAYERO	1188 SUMMIT AVENUE, JERSEY CITY, NJ	LIMO
NELSON PEREZ	1 SEAVIEW COURT, BAYONNE, NJ	LIMO
DIEGO BEDOYA	915 85TH ST, NORTH BERGEN, NJ	LIMO
HAROLD W SUAREZ	217 DESOTO PLACE, CLIFFSIDE PARK, NJ	LIMO
ALEXIS MARRERO	75 WEST 37TH ST, BAYONNE, NJ	LIMO
SAMIR A. JACOUB	783 KENNEDY BLVD, BAYONNE, NJ	TAXI
ADEL SHEHATA	41 WEST 7TH ST, BAYONNE, NJ	TAXI

11 DRIVERS

APPROVED

Municipal Court of Hoboken
City Hall
100 Newark Street
Hoboken, New Jersey 07030
201 - 420-2120
Fax 201 - 420-2138

HON. MICHAEL A. MONGIELLO
C.J.M.C.
HON. CATALDO F. FAZIO
J.M.C.

ROSEANN GOHDE
Court Director

AUGUST 10, 2011

MR. JAMES FARINA
CITY CLERK
CITY OF HOBOKEN
CITY HALL
HOBOKEN N.J. 07030

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 5192 IN THE TOTAL AMOUNT OF $345,025.14 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF JULY 2011(ATS/ACS SYSTEM)

VERY TRULY YOURS,

ROSE ANN GOHDE C.M.C.A.
MUNICIPAL COURT DIRECTOR

C: HON. DAWN ZIMMER, MAYOR
ARCH LISTON, BUSINESS ADMINISTRATOR
MICHAEL MONGIELLO, C.J.M.C.

CITY OF HOBOKEN
CLAIMS LISTING
August 24, 2011

Department	PO #	Vendor	Description	Amount
ADM BUSINESS ADMINISTRATION	**CY-01711**	JOURNAL COMMUNICATIONS, INC.	CLASSIFIED ADS -NJ ECON DEV GUIDE	$11,750.00
ADM ELECTIONS	**CY-02076**	JOANN BAUER	ELECTION WORKER	$200.00
	CY-02081	FRANCIS PRZYGODA	ELECTION WORKER	$225.00
	CY-02225	LOANY MARTEL	ELECTION WORKER	$200.00
	CY-02373	HOBOKEN BOARD OF EDUCATION	ELECTION POLLING PLACE-RENTAL	$600.00
	CY-02386	BRUNDILDA GLOVER	ELECTION WORKER	$200.00
	CY-02560	HUDSON COUNTY BOARD OF	ELECTION 5/10/11	$5,267.58
	CY-02635	HUDSON COUNTY CLERK	ELECTION 6/7/11	$2,398.60
ADM FINANCE SUPERVISORS OFF	**CY-02561**	AUTOMATIC DATA PROCESSING	Payroll Processing Charges	$8,951.46
	CY-02641	HOBOKEN PBA LOCAL 1 #12	QTR ENDED 6/30/11 OEP DUES	$14,056.00
	CY-02665	NJLM	Understand the New Health Ben	$55.00
	CY-02680	AUTOMATIC DATA PROCESSING	PROCESSING CHARGES PAY 6/22/11	$3,180.16
	CY-02824	AUTOMATIC DATA PROCESSING	Payroll Processing Charges	$2,828.35
	CY-02830	AUTOMATIC DATA PROCESSING	Payroll Processing Charges	$3,436.97
	CY-02910	HOBOKEN PUBLIC LIBRARY	LIBRARY MAINTENANCE APPROPRIATION	$1,121,112.28
ADM INFO. TECH	**CY-00298**	DELL COMPUTER COMPANY	COMPUTERS	$1,964.30
	CY-00719	DELL COMPUTER COMPANY	COMPUTER SYSTEMS	$2,946.45
	CY-00966	CDWG/MICRO WAREHOUSE	NETWORK CABLE AND SWITCH	$484.32
	CY-01600	DELL COMPUTER COMPANY	DESKTOP-PURCHASING	$1,964.30
	CY-02634	ASL PRODUCTIONS LLC	COUNCIL MEETING FILMING	$600.00
	CY-02703	GOVCONNECTION, INC.	XEROX PHASER 3600DN PRINTER	$531.14
	CY-03039	TAG SOLUTIONS	FORENSIC SERVICES	$13,818.85
ADM LEGAL ADVERTISING	**CY-02437**	STAR LEDGER	ADS FOR 6/11	$1,583.40
ADM MAYOR'S OFFICE	**CY-00938**	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES	$143.80
	CY-02536	W.B. MASON CO., INC.	OFFICE SUPPLIES	$265.00
ADM MUNICIPAL ALLIANCE	**10-02952**	HOBOKEN REPORTER	ADVERTISING	$1,278.55
ADM MUNICIPAL COURT	**CY-02396**	W.B. MASON CO., INC.	SUPPLIES	$93.47
	CY-02455	W.B. MASON CO., INC.	HP LASERJET CARTRIDGE	$208.51
	CY-02687	ALCAZAR COMMUNICATION,INC.	TRANSLATION SERVICES	$5,710.00
	CY-02688	SUPREME SECURITY SYSTEMS INC	PERIODIC SERVICES	$359.22
	CY-02826	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	$212.50
ADM OEM	**CY-02543**	GALLS, INCORPORATED	EQUIPMENT FOR JULY 4TH	$996.00
	CY-02593	LOSURDO BROTHERS	JULY 4 SANDWICHES	$1,500.00
	CY-02597	HOBOKEN BEER & SODA OUTLET	CASES OF WATER FOR JULY 4TH	$209.70
ADM PARKING UTILITY	**CY-00422**	PAYLOCK INCORPORATED	RESIDENT PARKING PERMITS	$12,600.00

CITY OF HOBOKEN
CLAIMS LISTING
August 24, 2011

Department	PO #	Vendor	Description	Amount
ADM PARKING UTILITY	**CY-00743**	MOTOROLA NORTHERN DIVISION	PORTABLE RADIOS-OEM	$2,554.40
	CY-00763	G & F ENTERPRISE	EMPLOYEE UNIFORMS, ETC.	$1,983.70
	CY-00881	RUTGERS NOISE TECHNICAL	PEO COURSE FEES	$3,500.00
	CY-01843	SHERWIN WILLIAMS	STREET PAINT/SIGNAL & TRAFFIC	$1,574.25
	CY-01850	CUSTOM BANDAG, INC.	TIRES FOR HPU VEHICLE	$506.24
	CY-01977	GARDEN STATE HIGHWAY PROD.	SIGNAGE - SIGNAL & TRAFFIC	$7,500.00
	CY-02248	PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE	$128.00
	CY-02443	FABER EQUIPMENT, INC.	EQUIPMENT/916 GARDEN ST.	$4,564.97
	CY-02447	RICOH AMERICAS CORPORATION	METER READING	$6.94
	CY-02549	GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC SUPPLIES	$1,600.00
	CY-02572	FCA LIGHTING	MIDTOWN GARAGE LIGHTING	$48.10
	CY-02573	METROPOLITAN COFFEE SERVICE	WATER/COFFEE/SUPPLIES	$98.25
	CY-02574	TIMOTHY HAAHS & ASSOCIATES	PROFESSIONAL SERVICES	$2,600.00
	CY-02576	FIVEPM TECHNOLOGY, INC.	SHUTTLE/CAB MAPPING - 7/11	$3,776.60
	CY-02583	PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE	$219.00
	CY-02622	BUY WISE AUTO PARTS	PARTS/GREEN HOP	$344.68
	CY-02649	HIGH TECH PROTECTIVE SVS.INC.	MONITORING/INSPECTION CHARGES	$639.02
	CY-02654	CONCEPT PRINTING INC.	PRINTING SERVICES	$515.00
	CY-02659	DIANA MARSH	GRAPHIC DESIGN/METERS	$850.00
	CY-02660	BUY WISE AUTO PARTS	REPAIRS/PARTS FOR HPU VEHICLES	$99.99
	CY-02662	QUALITY AUTOMALL	PARTS/SERVICE FOR HPU VEHICLES	$845.00
	CY-02663	THE RADIATOR STORE	REPAIRS TO HOP VEHICLE	$144.00
	CY-02704	THE INTELLIGENCE GROUP	DATA RESTORATION	$1,153.29
	CY-02705	HOBOKEN WATER SERVICE	WATER CHARGES 4/6/11-7/1/11	$303.55
	CY-02706	PAETEC COMMUNICATIONS INC.	LD/TOLL SERVICES - JUNE 2011	$44.83
	CY-02707	UNITRONICS INC.	SUPPORT/MAINTENANCE-916 GARDEN	$11,500.00
	CY-02708	W.B. MASON CO., INC.	OFFICE SUPPLIES	$376.95
	CY-02709	P.S.E.& G. COMPANY	GARAGE UTILITIES - JUNE 2011	$20,452.69
	CY-02714	M.G.L. FORMS-SYSTEMS LLC	CHECK PRINTING RE-ORDER	$349.00
	CY-02715	CHRISTINA SOFIANAKUS	TOWING REIMBURSMENT	$80.00
	CY-02722	METROPOLITAN COFFEE SERVICE	WATER/SUPPLIES	$83.95
	CY-02723	GLOBAL EQUIPMENT COMPANY	STEEL STOCK CART	$201.23
	CY-02724	MILE SQUARE TOWING	TOWING SERVICES	$213.50
	CY-02784	THE RADIATOR STORE	PARTS FOR SIGNAL & TRAFFIC	$210.00
	CY-02785	PITNEY BOWES, INC.	POSTAE METER RENTAL - JULY	$103.00

CITY OF HOBOKEN
CLAIMS LISTING
August 24, 2011

Department	PO #	Vendor	Description	Amount
ADM PARKING UTILITY	**CY-02786**	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE - 7/11	$112.50
	CY-02788	Z'S IRON WORKS	REPAIRS - 916 GARDEN STREET	$3,240.00
	CY-02789	THE RADIATOR STORE	PARTS FOR HPU VEHICLE	$229.99
	CY-02814	ARCOLA BUS SALES	PARTS - HOP #2 (RED)	$44.00
	CY-02815	HOBOKEN LOCK & SUPPLY	KEYS - HPU	$16.00
	CY-02816	RYAN SHARP	REIMBURSEMENT	$75.00
	CY-02817	CENTRAL PARKING SYSTEM	MONTHLY CONTRACT - AUGUST	$84,918.00
	CY-02818	BUY WISE AUTO PARTS	PARTS - HPU HOP #3 (GREEN)	$487.72
	CY-02924	MIDWEST CONSTRUCTION, INC.	PROFESSIONAL SERVICES	$32,536.80
	CY-02927	METROPOLITAN COFFEE SERVICE	WATER BOTTLES FOR COOLER	$48.00
	CY-02928	WARNOCK FLEET & LEASING	HPU VEHICLE REPAIR	$102.50
	CY-02929	QUALITY AUTOMALL	HPU SHUTTLE REPAIR	$102.02
	CY-02931	Z'S IRON WORKS	GARAGE B INSTALL	$490.00
	CY-02932	OSCAR'S AUTOMATIC TRANSMISSION	REPAIRS TO HPU VEHICLE	$441.92
	CY-02933	BUY WISE AUTO PARTS	FREON FOR HPU SHUTTLES	$750.00
	CY-02934	BOSWELL ENGINEERING	PROFESSIONAL SERVICES	$85.50
	CY-02935	ANTHONY RICCIARDI	REIMBURSEMENT	$72.87
	CY-02936	CITY PAINT AND HARDWARE	VARIOUS SUPPLIES - JUNE 2011	$1,319.27
	CY-02937	W.B. MASON CO., INC.	OFFICE SUPPLIES	$348.97
	CY-02938	OSCAR'S AUTOMATIC TRANSMISSION	ADDITIONAL REPAIRS - H-4 (HOP)	$2,650.00
	CY-02939	EXXONMOBIL FLEET/GECC	FUEL - JUNE 2011	$612.10
	CY-02940	921 WELCO CGI GAS TECH LLC	CYLINDER RENTAL - JULY 2011	$31.63
	CY-03002	SCARINCI & HOLLENBECK LLC	PROFESSIONAL SERVICES	$8,365.45
	CY-03003	VERIZON	PHONE/ALARMS/COMPUTERS - JULY	$1,473.72
	CY-03004	CONCEPT PRINTING INC.	NO PARKING SIGNS	$1,950.00
	CY-03006	AT&T (LD)	LONG DISTANCE	$139.79
	CY-03007	GRAINGER, INC	MAINT. SUPPLIES - 916 GARDEN	$127.02
	CY-03008	GRAINGER, INC	MAINTENANCE - 916 GARDEN	$298.02
	CY-03047	RICOH AMERICAS CORPORATION	CONTRACT PAYMENT	$678.72
	CY-03048	BOSWELL ENGINEERING	PROFESSIONAL SERVICES	$9,115.00
	CY-03049	METRIC GROUP, INC.	WIRELESS DATA PLAN; BATTERY	$905.00
	CY-03050	NORTH HUDSON SEWERAGE AUTH.	SEWER CHARGES - GARAGES	$961.96
	CY-03103	MIDWEST CONSTRUCTION, INC.	PROFESSIONAL SERVICES	$15,910.20
	CY-03140	BOSWELL ENGINEERING	IMPROVEMENTS TO HUDSON PLACE	$11,959.23
	CY-03145	S & B PLUMBING & HEATING	PLUMBING - GARAGES	$375.00

CITY OF HOBOKEN
CLAIMS LISTING
August 24, 2011

Department	PO #	Vendor	Description	Amount
ADM PARKING UTILITY	**CY-03147**	UNITRONICS INC.	SUPPORT/MAINTENANCE-916 GARDEN	$11,500.00
	CY-03166	CITY PAINT AND HARDWARE	VARIOUS SUPPLIES-JULY 2011 HPU	$1,913.07
ADM PURCHASING	**CY-02753**	RICOH BUSINESS SOLUTIONS	TONER	$320.00
ADM SPECIAL COUNSEL	**11-01182**	MCMANIMON & SCOTLAND, LLC	PROF SERVICES (COUNCIL RESOLUTION)	$12,716.23
	CY-01290	VICTOR A. AFANADOR, ESQ.	Special Counsel-Rent Leveling	$10,786.32
	CY-02926	SCARINCI & HOLLENBECK LLC	LEGAL SERVICES	$32,111.19
	CY-02981	CHASAN,LEYNER & LAMPARELLO, PC	LEGAL SERVICES	$16,360.56
	CY-02983	SCARINCI & HOLLENBECK LLC	LEGAL SERVICES JULY 2011	$863.81
	CY-02984	COHEN, LEDER, MONTALBANO	LEGAL SERVICES	$1,300.00
	CY-02986	WEINER & LESNIAK, LLP	LEGAL SERVICES	$67,347.17
	CY-02988	FLORIO & KENNY LLP	LEGAL SERVICES	$500.00
	CY-02992	WEINER & LESNIAK, LLP	LEGAL SERVICES	$69,316.20
	CY-02993	ADAM B REISMAN, ATTY AT LAW	LEGAL SERVICES	$150.00
	CY-02994	GUARANTEED SUBPOENA SERVICES	LEGAL SERVICES	$85.00
	CY-02995	GUARANTEED SUBPOENA SERVICES	LEGAL SERVICES	$69.90
	CY-03037	VINCENT J. LAPAGLIA	LEGAL SERVICES	$4,165.06
	CY-03051	SCARINCI & HOLLENBECK LLC	LEGAL SERVICES	$12,602.79
	CY-03106	SCARINCI & HOLLENBECK LLC	LEGAL SERVICES	$619.75
	CY-03114	SCARINCI & HOLLENBECK LLC	LEGAL SERVICES	$2,175.88
	CY-03115	SCARINCI & HOLLENBECK LLC	LEGAL SERVICES	$14,311.27
ADM TAX ASSESSOR	**11-00383**	ADAMS, REHMANN & HEGGAN ASSOC.	PREPARATION OF TAX MAPS	$26,737.50
	CY-02979	MCGUIRE ASSOCIATES	PROFESSIONAL SERVICES RENDERED	$13,749.99
	CY-03011	VINCENT J. LAPAGLIA	PROFESSIONAL SERVICES RENDERED	$29,137.48
	CY-03043	MCGUIRE ASSOCIATES	TAX COURT APPEALS	$33,862.50
	CY-03044	MCGUIRE ASSOCIATES	TAX COURT APPEALS	$27,175.00
ADM TAX COLLECTOR	**CY-02630**	W.B. MASON CO., INC.	2 CALCULATORS	$353.32
	CY-02852	INVESTORS SAVINGS BANK	REFUND-TAX OVERPAYMENT	$3,378.91
	CY-02853	GMAC MORTGAGE	REFUND-TAX OVERPAYMENT	$1,385.88
	CY-02854	JOSHI, ADITYA M.	REFUND- TAX OVERPAYMENT	$118.63
	CY-02855	METLIFE HOME LOANS	REFUND- TAX OVERPAYMENT	$2,953.76
	CY-02856	CANTATORE, JACK AND LINDA	REFUND-TAX OVERPAYMENT	$406.95
	CY-02857	BAYONNE COMMUNITY BANK	REFUND-TAX OVERPAYMENT	$7,551.67
	CY-02858	HOBOKEN ASSOCIATES, LP	REFUND-TAX OVERPAYMENT	$652.44
	CY-02859	ELHAI, HYMIE	REFUND-TAX OVERPAYMENT	$952.99
	CY-02860	RIORDAN, KEVIN T. & KEVIN P.	REFUND-TAX OVERPAYMENT	$1,537.38

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ADM TAX COLLECTOR	**CY-02906**	LOU LOMBARDI	MESSENGER SERVICE	$357.00
	CY-03009	EDMUNDS & ASSOCIATES INC.	POSTAGE FOR TAX BILLS	$6,894.36
ADM ZONING OFFICER	**11-00110**	W.B. MASON CO., INC.	OFFICE SUPPLIES	$444.51
ADM/CITY CLERK	**CY-02637**	STAN'S SPORT CENTER	LAPEL PINS	$600.00
ADM/CONSTRUCTION CODE	**CY-02302**	ROLLABELS, INC.	LABELS FOR FILING OF PLANS	$2,144.15
	CY-02773	TREASURER, STATE OF NEW JERSEY	2nd qrt state training fees	$12,432.00
	CY-02888	JERSEY PROFESSIONAL MANAGEMENT	BILLING FOR MANAGMENT SPECIALI	$3,952.50
	CY-02889	NICHOLAS FEOLA	FEES INCURRED COURSES FOR LICE	$390.00
	CY-03067	JERSEY PROFESSIONAL MANAGEMENT	BILLING FOR MANAGEMENT SPECIAL	$3,187.50
ADM/CORPORATION COUNSEL	**CY-01772**	W.B. MASON CO., INC.	SUPPLIES	$361.00
	CY-01966	W.B. MASON CO., INC.	SUPPLIES	$307.50
	CY-02731	W.B. MASON CO., INC.	SUPPLIES	$266.02
	CY-03156	HUDSON COUNTY COMMUNITY COLLEG	FALL CLASSES	$15.00
ADM/COUNCIL	**CY-02633**	STAN'S SPORT CENTER	NAME PLATE	$40.00
	CY-02636	UNITED DECORATING	BUNTING OUTSIDE CITY HALL	$300.00
ADMINISTRATION	**CY-01634**	QSCEND TECHNOLOGIES	QALERT CITIZEN SERVICE REQUEST	$1,500.00
CAPITAL	**CY-01393**	BOSWELL ENGINEERING	CSO MONITORING SYSTEM	$641.25
	CY-02701	FCA LIGHTING	ELECTRICAL WORK FOR REPEATERS	$1,850.00
	CY-03038	BOSWELL ENGINEERING	JACKSON STREET PARK	$256.50
	CY-03139	BOSWELL ENGINEERING	Maxwell Wtrfrnt Park Inspect	$2,817.50
	CY-03141	BOSWELL ENGINEERING	BOYS & GIRLS CLUB	$7,910.49
CAPITAL - SINATRA PARK	**CY-03138**	BOSWELL ENGINEERING	SINATRA PARK	$26,638.31
CAPITAL ACCOUNT	**11-00740**	EM NET, LLC	FLOOD SENSORS & MONITORING	$6,896.67
	11-01929	REMINGTON & VERNICK ENGINEERS	HOBOKEN COVE & 1600 PARK AVE	$14,402.40
	CY-02309	GS ELEVATOR INDUSTRIES	REPAIR CITY HALL ELEVATOR	$29,794.00
	CY-03143	BOSWELL ENGINEERING	CSO MONITORING	$3,294.00
	CY-03175	BOSWELL ENGINEERING	CASTLE POINT	$16,723.00
CD DIRECTOR'S OFFICE	**11-00872**	REMINGTON & VERNICK ENGINEERS	ENGINEERING SERVICES - 9/11	$886.50
	CY-01130	MARAZITI, FALCON & HEALEY	Redevelopment Counsel	$7,762.47
	CY-01276	W.B. MASON CO., INC.	PRINTER CARTRIDGES	$148.26
	CY-02521	4WARD PLANNING LLC	WESTERN EDGE MARKET ANALYSIS	$4,500.00
	CY-02813	TREASURER, STATE OF NEW JERSEY	NJPDES Gen Permit NJG0088323	$450.00
CD ESCROW	**CY-02982**	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	$290.00
	CY-03030	4WARD PLANNING LLC	928-930 JEFFERSON STREET	$453.75
CD GRANTS MANAGEMENT	**CY-02754**	MILE SQUARE DAY CARE CENTER	CITY MATCH TO CDBG FUNDS	$7,596.81

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CD MLUL PB ESCROW ACCTS	**CY-01824**	F. CLIFFORD GIBBONS, ESQ. LLC	PROFESSIONAL SERVICES/ESCROW	$1,093.75
	CY-02545	BIRDSALL SERVICES GROUP	PROFESSIONAL SERVICES	$4,173.25
	CY-02691	RAYSTAN FOOD INC.	RETURN DEVELOPER'S ESCROW	$683.69
	CY-02694	ROSENBERG & ASSOCIATES	PROFESSIONAL SERVICES	$1,533.00
	CY-02710	MARAZITI, FALCON & HEALEY	928-930 JEFFERSON STREET	$832.50
	CY-02794	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	$1,631.25
	CY-02874	4WARD PLANNING LLC	928-930 JEFFERSON ST	$2,767.88
CD MLUL PLANNING BOARD	**CY-02892**	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	$7,455.00
	CY-02896	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	$6,452.50
	CY-02907	MASER CONSULTING	PROFESSIONAL SERVICES	$1,357.50
	CY-02911	AUDIO EDGE TRANSCRIPTION LLC	PROFESSIONAL SERVICES	$990.00
	CY-02912	ROSENBERG & ASSOCIATES	PROFESSIONAL SERVICES	$2,871.00
CD MLUL ZBA ESCROW ACCTS	**CY-02520**	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	$1,400.00
	CY-02522	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	$4,235.00
	CY-02565	DIANE BRANCO	RETURN ESCROW/133 HARRISON ST	$2,827.66
	CY-02692	MATULE, ROBERT	RETURN DEVELOPERS ESCROW	$1,019.00
	CY-02720	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	$1,575.00
	CY-02819	H2M GROUP	PROFESSIONAL SERVICES	$1,750.12
	CY-02977	THE GALVIN LAW FIRM	PROFESSIONAL SERVIEC	$1,610.00
	CY-02999	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	$4,375.00
CD MLUL ZONING BD OF ADJ	**CY-02891**	KAUFMAN, BERN & DEUTSCH, LLP	PROFESSIONAL SERVICES	$2,802.00
	CY-03023	VANDOR & VANDOR LTD.	PROFESSIONAL SERVICES	$5,425.00
ES CENTRAL GARAGE	**11-01923**	CUSTOM BANDAG, INC.	BUS TIRES HPU	$2,123.82
	CY-00062	ONE CALL CONCEPTS, INC.	CY2011 CG MSG SERV	$146.72
	CY-01389	CUSTOM BANDAG, INC.	TIRES VARIOUS VEHICLES	$3,097.92
	CY-01391	W.E. TIMMERMAN CO., INC.	SWEEPER PARTS	$1,984.57
	CY-01407	W.E. TIMMERMAN CO., INC.	PARTS FOR SWEEPERS	$1,208.52
	CY-01661	MATERA'S NURSERY	HAND BLOWER CG	$159.00
	CY-01930	W.E. TIMMERMAN CO., INC.	PARTS SWEEPER #101	$711.35
	CY-02241	SANITATION EQUIP. CORP.	REPAIR GARBAGE TRUCKS	$461.19
	CY-02313	THE RADIATOR STORE	RADIATOR FOR PD #131	$278.00
	CY-02314	THE RADIATOR STORE	A/C COMPRESSOR P.D. 123	$260.00
	CY-02511	FCA LIGHTING	NEW BATHROOM LIGHT C.G.	$250.00
	CY-02513	STATE CHEMICAL MFG.	BATHROOM SUPPLIES DPW 1ST ST.	$428.81
	CY-02518	W.E. TIMMERMAN CO., INC.	SHOCK FOR DOOR SWEEPERS C.G.	$374.12

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ES CENTRAL GARAGE	**CY-02627**	BUY WISE AUTO PARTS	FEBRUARY CG PARTS PURCHASES	$3,279.54
	CY-02682	KEYSTONE PLASTICS, INC.	Brooms for Sweeper 101 & 102	$2,466.72
	CY-02685	BUY WISE AUTO PARTS	APRIL CG PARTS PURCHASES	$3,522.49
	CY-02711	BUY WISE AUTO PARTS	MAY CG PARTS PURCHASES	$3,443.80
	CY-02755	Z'S IRON WORKS	WELD TRAILER FOR C.G.	$200.00
	CY-02800	METROPOLITAN COFFEE SERVICE	COFFEE BREWER RENTAL E.S.	$30.00
	CY-02801	JERSEY PROFESSIONAL MANAGEMENT	SALARY E.S. 6/23/11-7/6/11	$4,632.50
	CY-02804	FRED MORET	REIMBURSEMENT C.G. EUIPMENT	$26.03
	CY-02863	FRED MORET	REIMBURSEMENT FOR WATER CG	$35.90
	CY-02864	ELECTRONIC SERVICE SOLUTIONS	RADIO REPAIRS C.G.	$1,933.50
	CY-02865	JERSEY PROFESSIONAL MANAGEMENT	SALARY ENV. SER. 7/7-7/20/11	$5,142.50
	CY-02881	BUY WISE AUTO PARTS	JUNE CG PARTS PURCHASES	$2,210.61
	CY-03069	JERSEY PROFESSIONAL MANAGEMENT	SALARY ENV. SER. 7/21-8/4/11	$3,357.50
ES CLEAN COMMUNITIES GRANT	**CY-01143**	JEDSTOCK, INC.	CONTAINERS	$7,760.00
	CY-02506	ROYAL PRINTING	RECYCLING LABELS PRINTED	$1,750.00
ES DIRECTOR'S OFFICE	**11-01864**	SALOMONE BROS., INC.	NJDOT 2010 ROADWAY IMPROVEMENT	$252,444.99
	CY-02429	RIVERFRONT CAR WASH	CAR WASHES 2/11-5/11 ES	$24.00
	CY-03052	WESTON SOLUTION, INC.	PROFESSIONAL SERVICES	$13,406.47
	CY-03142	BOSWELL ENGINEERING	PORT AUTH INSPECT & REPORTING	$451.25
	CY-03174	BOSWELL ENGINEERING	ENGINEERING SERVICES	$7,763.45
ES ENGINEERING SERVICES	**11-01008**	BOSWELL ENGINEERING	PRO.SERVICES BOY/GIRL CLUB PK.	$2,064.00
	CY-02776	BOSWELL ENGINEERING	2011 GENERAL ENGINEERING	$7,072.82
	CY-03148	BOSWELL ENGINEERING	GENERAL ENGINEERING	$29,682.00
ES FORESTRY GRANT	**CY-00124**	ARBOR PRO, INC.	TREE INVENTORY SOFTWARE	$6,500.00
ES PARKS	**CY-00045**	CITY PAINT AND HARDWARE	CY2011 PARKS SUPPLIES	$1,712.31
	CY-00049	MATERA'S NURSERY	CY2011 PARKS	$1,305.30
ES PUBLIC PROPERTY	**CY-00053**	MAC PEST CONTROL	CY2011 PEST CTRL SERV BLDGS	$600.00
	CY-01785	HOBOKEN GLASS COMPANY	WINDOWS MAYORS OFFICE	$2,010.00
	CY-02236	HOBOKEN GLASS COMPANY	WINDOWS CENTRAL GARAGE	$1,920.00
	CY-02238	QUALITY PLUMBING & HEATING	EMERGENCY CALL/REPAIRS PD	$375.00
	CY-02258	GS ELEVATOR INDUSTRIES	EMERGENCY CALL CITY HALL	$165.00
	CY-02431	HOBOKEN GLASS COMPANY	NEW WINDOW-REC OFF. MSC	$410.00
	CY-02508	HOBOKEN LOCK & SUPPLY	REPAIR DOOR P.D.	$135.80
	CY-02509	STATE CHEMICAL MFG.	SUPPLIES CITY HALL	$1,019.80
	CY-02517	QUALITY PLUMBING & HEATING	REPAIRS BATHROOMS DPW	$1,300.00

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ES PUBLIC PROPERTY	**CY-02568**	ENVIVOVISION CONSULTANTS, INC	ENCAPSULATE ASBESTOS C.H.	$795.00
	CY-02586	FCA LIGHTING	ELECTRICAL WORK POOL B/G/CLUB	$225.00
	CY-02774	FCA LIGHTING	ELECTRIC AT POOL BOYS CLUB	$250.00
	CY-02796	FCA LIGHTING	REPAIR MSC	$250.00
	CY-02797	FCA LIGHTING	ELECTRICAL REPAIR POLICE DEPT.	$1,025.00
	CY-02799	ENVIRONMENTAL CLIMATE CONTROL	REOAIR AC F.D.	$793.18
	CY-02802	FCA LIGHTING	ELECTRICAL REPAIR P.D.	$225.00
	CY-02803	E.R. BARRETT, INC.	ROOF REPAIR MSC	$312.00
	CY-02867	HOBOKEN LOCK & SUPPLY	LOCK FOR MA0R/LEGAL DEPT CH	$795.00
	CY-02868	GS ELEVATOR INDUSTRIES	ELEVATOR MAINTENANCE ALL CITY	$588.60
	CY-02879	CITY PAINT AND HARDWARE	SUPPLIES PP 1-6/11	$6,037.24
	CY-02880	CITY PAINT AND HARDWARE	SUPPLIES 6/01/11	$1,285.04
ES ROADS	**CY-01408**	TILCON NEW JERSEY	BLACKTOP	$640.17
	CY-02329	YANNUZZI & SONS, INC.	BUILDING DEMOLITION BID 11-06	$63,700.00
	CY-02430	RUTGERS UNIVERSITY-NJAES	REGIST FEE-D.CALAMONERI	$312.00
	CY-02435	TILCON NEW JERSEY	ASPHALT STREETS/ROADS	$248.47
	CY-02507	TILCON NEW JERSEY	ASPHALT/KOL-TAC	$1,223.35
	CY-02686	BUY WISE AUTO PARTS	MARCH CG PARTS PURCHASES	$2,695.60
	CY-02777	CLIFFSIDE BODY CORP.	REPAIR TRUCK #155	$23.62
	CY-02778	TILCON NEW JERSEY	ASPHALT CITY STREETS	$622.11
	CY-02779	TILCON NEW JERSEY	ASPHALT CITY STREETS	$595.17
	CY-02780	TILCON NEW JERSEY	BULK FLUIDS	$161.67
	CY-02810	ELECTRONIC SERVICE SOLUTIONS	BATT. & ANTENNAS FOR RADIOS	$553.50
	CY-03034	MARINI BROTHERS CONSTRUCTION	ROADWAY REPAIRS 3RD & PARK	$5,370.00
ES SOLID WASTE	**CY-01406**	CASINGS OF NEW JERSEY, INC.	TIRE RECYCLING	$287.25
Finance Department	**CY-02632**	W.B. MASON CO., INC.	Ink for Brother Fax Machine	$80.94
GRANTS MANAGEMENT - ENERGY	**CY-01224**	WHL ENTERPRISES T/A	MSC HVAC REHAB SR#10-705	$24,926.69
GRANTS MANAGMENT	**CY-02702**	REMINGTON & VERNICK ENGINEERS	FY 2010 NJDOT STREET RESURFACE	$1,595.00
HS BD OF HEALTH	**CY-02441**	W.B. MASON CO., INC.	TYPEWRITER RIBBONS	$5.50
	CY-02645	FRANK SASSO	REIMBURSEMENT	$40.00
	CY-02648	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SER. MAY 2011	$5,417.00
	CY-02757	TREASURER, STATE OF NEW JERSEY	2ND QUARTER DOG LICENSE REPORT	$205.20
	CY-02760	TREASURER, STATE OF NEW JERSEY	2ND QTR. MARRIAGE LICENSE RPT.	$3,500.00
	CY-02827	LIBERTY HUMANE SOCIETY	ANIMAL CO. SERVICES JUNE 2011	$5,416.00
	CY-02841	TREASURER, STATE OF NEW JERSEY	4TH QTR. BURIAL PERMITS 2010	$10.00

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HS BD OF HEALTH	**CY-02847**	HUDSON POOL MANAGMENT INC	REPLACE /INSTALL 2 GAUGES	$150.00
HS CULTURAL AFFAIRS	**CY-01070**	MINUTEMAN PRESS	POSTERS FOR FESTIVAL	$396.00
	CY-01098	DAWNE LEHMAN	SPRING ARTS FEST PERFORMER	$250.00
	CY-01990	SUMMIT AVE ENTERTAINMENT	FAMILY FUN NIGHTS SHIPYARD PK	$500.00
	CY-02554	BARBIZON LIGHTING COMPANY	25 LB SANDBAGS	$135.00
	CY-02556	FUN ATTRACTIONS USA	30' MOVIE SCREEN	$5,000.00
	CY-02558	FULL COMPASS SYSTEMS	TELELOCK REPAIR KITS, ETC.	$188.77
	CY-02615	ROBERT MAY	SOUND ASSISTANCE	$102.00
	CY-02644	TOSHIBA BUSINESS SOLUTIONS	RENEWAL OF CONTRACT	$688.80
	CY-02657	ROYAL THRONE	PORTABLE TOILET RENTAL 7-4-11	$1,300.00
	CY-02712	RANDY TABER	SOUND ASSISTANCE	$175.00
	CY-02737	NJ SYMPHONY ORCHESTRA	PERFORMANCE AT PIER A PARK	$10,000.00
	CY-02740	FALLO, GERALDINE	REIMBURSEMENT	$36.42
	CY-02769	THE NEW YORK CLOWN COMPANY INC	SHIPYARD PARK PERFORMANCE	$500.00
	CY-02770	CONTRI, ERNIE	PERFORMANCE - SUMMER CONCERTS	$400.00
	CY-02961	ELENA SKYE SCIAKY	PERFORMANCE SUMMER CONCERTS	$400.00
	CY-02962	FALLO, GERALDINE	REIMBURSEMENT	$38.17
	CY-02966	SKYLINE GRAPHIC MANAG. INC.	SPONSOR LOGO TAGS FOR POLES	$290.00
HS DIRECTOR'S OFFICE	**CY-02589**	W.B. MASON CO., INC.	TONER CARTRIDGES FOR PRINTER	$140.34
HS HOUSING INSPECTION	**CY-01897**	W.B. MASON CO., INC.	OFFICE SUPPLIES	$169.80
HS MUNICIPAL ALLIANCE	**11-01464**	HOBOKEN REPORTER	FULL PAGE ADVERTISEMENT	$1,278.55
	CY-01149	ORIENTAL TRADING COMPANY, INC.	ITEMS FOR HHA COMMUNITY ROOM	$222.99
	CY-02732	JOHN LANEVE	SERVICES RENDERED H.Y.P.E PROG	$1,000.00
	CY-02733	LUCILLE BURKE	SERVICES RENDERED	$150.00
	CY-02734	LEE LYONS	SERVICES RENDERED	$150.00
	CY-02736	JUDITH BECKMEYER	REIMBURSEMENT FOR SUPPLIES	$291.43
	CY-02744	STUART CHIRICHELLA	SERVICES RENDERED H.Y.P.E PROG	$150.00
	CY-02822	SPOO, INC.	SHIRTS, SHORTS, CAPS, BAGS	$2,422.50
	CY-02823	THE TROPHY KING	TROPHIES, PLAQUES, MEDALS	$320.00
	CY-03082	NY CITY POLICE MUSEUM	HOB. POLICE ACADEMY FIELD TRIP	$80.00
HS PARKS	**CY-01649**	CLEAN ALL TECH. CORP.	GARBAGE BAGS FOR PARKS	$2,142.50
	CY-02563	CLEAN ALL TECH. CORP.	BLACK GARBAGE BAGS	$2,142.50
	CY-02598	STATE CHEMICAL MFG.	SUPPLIES FOR PARKS DEPARTMENT	$1,168.67
	CY-02609	HOBOKEN LOCK & SUPPLY	REMOVE KEY FROM LOCK CH.SQ.PK	$80.00
	CY-02643	RICHARD DUNKIN	SNAKED OUT MAIN LINE @ L.L.F	$130.00

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HS PARKS	**CY-02664**	STATE CHEMICAL MFG.	HAND SOAP FOR PARKS	$555.03
	CY-02669	ABBOTT CONTRACTING CO.	FOUNTAIN 3RD & MADISON PK	$780.00
	CY-02730	QUALITY PLUMBING & HEATING	REPAIRS TO TOILET (PIER C)	$650.00
	CY-02771	RICHARD DUNKIN	SNAKE OUT DOG RUN CHURCH SQ PK	$165.00
	CY-02772	RICHARD DUNKIN	SNAKED OUT LADIES ROOM PIER C	$85.00
	CY-02828	D'ONOFRIO & SON, INC.	LANDSCAPING SERVICES	$7,682.75
	CY-02829	D'ONOFRIO & SON, INC.	IRRIGATION REPAIR	$2,133.89
	CY-02958	RICHARD DUNKIN	SNAKED OUT TOILET IN C.S.PARK	$65.00
	CY-03014	QUALITY PLUMBING & HEATING	REPLACED FLUSHOMETER CH.SQ.PK	$350.00
HS RECREATION	**CY-00747**	W.B. MASON CO., INC.	CANNON TONER CARTRIDGES	$128.70
	CY-02646	STAN'S SPORT CENTER	POOL SUPPLIES	$447.00
	CY-02647	ROZZI, CHARLES	REIMBUSEMENT FOR POOL SUPPLIES	$415.21
	CY-02668	J.S. DESIGN	SIGNS FOR PUBLIC PO0L	$850.00
	CY-02739	MILLER, ED	REIMBURSEMENT	$16.55
	CY-02741	MIGUEL ACEVEDO	LEAGUE STAFF	$450.00
	CY-02742	REY PANTOJA	LEAGUE STAFF/REFEREE	$450.00
	CY-02743	FUQUAN HICKS	LEAGUE STAFF	$225.00
	CY-02745	LUIS ACEVEDO	PROJECT COORDINATOR	$1,080.00
	CY-02840	NCSA	CHANGES TO SCHEDULE	$150.00
	CY-02842	STAN'S SPORT CENTER	MARTIN REVERSIBLE BB TOPS	$2,520.00
	CY-02845	HUDSON CO. YOUTH FOOTBALL LGE.	HCYFL ANNUAL DUES 2011	$750.00
	CY-02848	NCSA	LEAGUE REGISTRATION FEES	$1,360.00
	CY-02849	NCSA	TROPHY UPS CHARGES FALL 2010	$55.56
	CY-02959	NCSA	TEAM REGISTRATION	$4,900.00
	CY-02963	STAN'S SPORT CENTER	SUMMER BASKETBALL EQUIPMENT	$189.80
	CY-02967	ROZZI, CHARLES	REIMBURSEMENT FOR POOL SUP.	$343.28
	CY-03087	HOBOKEN ALL-STAR YOUTH SOCCER	FALL/11 TRAVEL SOCCER REF. FEE	$8,350.00
	CY-03088	FUQUAN HICKS	SERVICES RENDERED SCORE KEEPER	$250.00
	CY-03099	MIGUEL ACEVEDO	LEAGUE STAFF SUMMER YOUTH BB	$500.00
	CY-03100	NCSA	BOND FALL/SPRING 2011	$600.00
	CY-03101	LUIS ACEVEDO	PROJECT COORDINATOR	$1,200.00
	CY-03191	LUIS ACEVEDO	SERVICES RENDERED	$1,080.00
	CY-03192	REY PANTOJA	LEAGUE STAFF/REFEREE	$500.00
	CY-03193	MIGUEL ACEVEDO	LEAGUE STAFF BASKETBALL PROG.	$500.00
	CY-03194	FUQUAN HICKS	LEAGUE STAFF	$250.00

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HS RENT LEVELING/STABILIZATION	**10-03266**	MATEO J. PEREZ	COUNCIL RESOLUTION 5/19/10	$1,072.50
	CY-01066	STAR LEDGER	YEARLY ADVERTISING RENT LEV.	$56.84
HS SENIOR CITIZEN PROGRAM	**CY-02611**	ACADEMY EXPRESS LLC	BUS TRIP TO THE BROWNSTONE	$679.00
	CY-02612	ACADEMY EXPRESS LLC	BUS TO LANDMARK II (7-13-2011)	$679.00
	CY-02750	METROPOLITAN COFFEE SERVICE	WATER FOR OFFICE COOLER	$168.00
	CY-02751	METROPOLITAN COFFEE SERVICE	COOLER RENTAL FEE	$180.00
HUDSON COUNTY GRANT/OPEN SPACE	**10-01678**	JAC EXCAVATING	SITE REMEDIATION OF 1600 PARK	$8,502.00
PS FIRE	**CY-01757**	ABSOLUTE FIRE PROTECTION	APPARATUS PART FOR REPAIR	$154.00
	CY-02601	CUMMINS POWER SYSTEMS	RESCUE 1	$325.00
	CY-02602	SHORE SOFTWARE	ONLINE BACKUP	$69.95
	CY-02603	PROCOMM SYSTEMS	SERVICES-FD-911 SYSTEM	$216.00
	CY-02672	KLINGER TIRE & SERVICE CO.	TIRE REPAIR	$30.00
	CY-02673	PARDO'S TRUCK PARTS WHSE	T2 REAR BRAKES	$515.62
	CY-02675	M & G AUTO PARTS, INC.	APPARATUS PARTS FOR REPAIRS	$418.06
	CY-02676	ABSOLUTE FIRE PROTECTION	WIPER BLADE	$28.38
	CY-02684	TURNOUT FIRE AND SAFETY	PPE REPAIRS	$37.99
	CY-02689	LIBERTY LANDING MARINA	MARINE 1 FUEL	$307.06
	CY-02834	I.D.M. MEDICAL SUPPLY CO.	OXYGEN CYLINDER	$96.00
PS FIRE SAFETY	**CY-01576**	W.B. MASON CO., INC.	Notary Stamp-FD FS	$21.95
	CY-02296	POSITIVE PROMOTIONS	Supplies for Fire Prevention	$5,212.64
	CY-02605	PRODIGY CARPET CLEANING	Wood Flooring	$800.00
	CY-02679	W.B. MASON CO., INC.	SUPPLIES-FD FS	$543.97
PS POLICE	**CY-00349**	VERIZON WIRELESS SERVICES LLC	MONTHLY LAPTOP WIRELESS SVC.	$760.19
	CY-00372	MORRIS CO. FIRE & POLICE	POLICE TRAINING COURSE	$100.00
	CY-01580	DE LAGE LANDEN PUBLIC FINANCE	LEASE PAYMENT - RISOGRAPH	$567.64
	CY-02526	DE LAGE LANDEN PUBLIC FINANCE	RISOGRAPH LEASE PAYMENTS	$1,135.28
	CY-02619	NATIONAL ASSOC. OF TOWN WATCH	2011 NNO SUPPLIES	$1,331.00
	CY-02718	W.B. MASON CO., INC.	OFFICE & STATIONARY SUPPLIES	$1,810.98
	CY-02721	PARTY PERFECT RENTALS LLC	EQUIPIMENT RENTAL FOR NNO2011	$2,580.00
	CY-02728	ENTERPRISE CONSULTANTS	MONTHLY SERVICE - TELEPHONE	$415.50
	CY-02729	THE TROPHY KING	BRASS ENGRAVED PLAQUE	$135.00
	CY-02761	P.O. JOSEPH MEZZINA	TUITION REIMBURSEMENT	$823.50
	CY-02764	SGT. MELISSA GIGANTE	REIMBURSEMENT FOR EXPENSES	$36.00
	CY-02765	P.O. DANIEL SIMONE III	TUITION REIMBURSEMENT	$1,504.00
	CY-02900	TOWN OF WEST NEW YORK	SVS FOR ST.PATTYS PARADE	$4,925.12

CITY OF HOBOKEN
CLAIMS LISTING
August 24, 2011

Department	PO #	Vendor	Description	Amount
PS POLICE	**CY-02901**	BAYONNE POLICE DEPARTMENT	SVS FOR ST.PATTYS PARADE	$4,425.00
	CY-02902	STEVENS INSTITUTE OF TECH.	SVS FOR ST.PATTYS PARADE	$4,231.10
	CY-02905	OFFICE OF HUDSON CO.PROS.OFF.	SVS FOR ST.PATTYS PARADE	$9,188.96
PS SAFE TEEN DRIVING PROGRAM	**CY-02628**	DRUNK BUSTERS OF AMERICA, LLC	SAFE TEEN DRIVING PROGRAM	$503.00
UNCLASS WORKERS COMP INSURANCE	**CY-00029**	FALCO, JOAN	CY2011 12 MO PYMNTS 11/17/97SR	$438.00
	CY-00031	THE PMA INSURANCE GROUP	CY2011 POLICY #1250372 SI-WC	$6,939.16
UNCLASSIFIED	**11-01841**	PART D ADVISORS, INC.	MEDICARE PART "D" SUBSIDY	$15,592.85
	CY-00004	HOBOKEN WATER SERVICE	CY2011 WATER CHARGES	$3,795.55
	CY-00005	NORTH HUDSON SEWERAGE AUTH.	CY2011 SEWER CHARGES	$5,630.10
	CY-00006	MILE SQUARE TOWING	CY2011 TOWING SERVICES	$430.88
	CY-00008	EXXONMOBIL FLEET/GECC	CY2011 GASOLINE	$29,778.26
	CY-00010	BOLLINGER INSURANCE COMPANY	CY2011 AMBULANCE CORPS INSURANCE	$163,915.53
	CY-00020	COOPERATIVE COMMUNICATIONS,INC	CY2011 LD/TOLL SERV	$1,738.64
	CY-00022	NEXTEL COMMUNICATIONS	CY2011 ACCT #141015027	$10,254.61
	CY-00023	VERIZON	CY2011 PHONE SERVICE	$22,997.32
	CY-00024	VERIZON WIRELESS	CY2011 CELL SERV-MAYOR	$145.20
	CY-00026	P.S.E.& G. COMPANY	CY2011 STREET LIGHTING	$55,026.15
	CY-00027	P.S.E.& G. COMPANY	CY2011 ELECTRICITY	$34,612.18
	CY-00032	BLUE CROSS BLUE SHIELD NJ (D)	CY2011 DENTAL	$49,660.09
	CY-00033	BLUE CROSS-BLUE SHIELD OF NJ	CY2011 HEALTH/PRESC INSURANCE	$1,537,641.99
	CY-00037	VISION SERVICE PLAN, INC.	CY2011 VISION INSURANCE	$20,645.85
	CY-01458	ERNEST PRUDENTE	REIMBURSEMENT, PART B MEDICARE	$1,158.00
	CY-02311	QUALITY PLUMBING & HEATING	SINK VALVES - PIER C BATHROOMS	$1,700.00
	CY-02503	QUALITY PLUMBING & HEATING	PLUMBING REPAIRS - PIER C	$1,500.00
	CY-02504	MAIK INC	SPRINKLER REPAIRED - PIER C	$645.00
	CY-02700	SOUTH JERSEY ENERGY	ELECTRICITY JUNE 2011	$1,630.08
	CY-02918	SALVATORE F. ACERRA	REIMBURSEMENT, PART B MEDICARE	$1,158.00
	CY-02919	WALTER M MEEHAN	REIMBURSEMENT, PART B MEDICARE	$1,158.00
	CY-02920	ANNA MEEHAN	REIMBURSEMENT, PART B MEDICARE	$1,158.00
	CY-02921	O'GRADY, MARY ANNE	REIMBURSEMENT, PART B MEDICARE	$1,856.40
	CY-02922	FRED M. BADO	REIMBURSEMENT, PART B MEDICARE	$1,856.40
	CY-02923	PATRICK J O'BRIEN	REIMBURSEMENT, PART B MEDICARE	$1,215.50
	CY-02925	FRANK PALMISANO	REIMBURSEMENT, PART B MEDICARE	$1,158.00
	CY-03010	ANGEL L. ALICEA	REIMBURSEMENT, PART B MEDICARE	$1,158.00
	CY-03167	STATE OF NJ/DEPT. LABOR/WRKFC	UNEMPLOYMENT COMPENSATION FUND	$38,463.21

CITY OF HOBOKEN
CLAIMS LISTING
August 24, 2011

Department	PO #	Vendor	Description	Amount
UNCLASSIFIED	**CY-03172**	TREASURER, STATE OF NJ	1989 GREEN TRUST FUND	$11,659.35
	CY-03173	TREASURER, STATE OF NJ	1983 GREEN ACRES TRUST FUND	$32,468.05
	CY-03211	SOUTH JERSEY ENERGY	ELECTRICITY JULY 2011	$2,564.69
UNCLASSIFIED/COPIERS	**CY-00017**	W.B. MASON CO., INC.	CY2011 COPIER/PRINTER SUPPLIES	$1,572.55
UNCLASSIFIED/STATIONERY	**11-00009**	W.B. MASON CO., INC.	7-12/10 CONSUMABLE SUPPLIES	$92.85
	CY-00007	W.B. MASON CO., INC.	CY2011 CONSUMABLE SUPPLIES	$370.20
	CY-02678	W.B. MASON CO., INC.	JULY OFFICE SUPPLIES	$279.50
Grand Total				**$4,809,722.27**

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES OF THE CITY OF HOBOKEN, FOR THE PERIOD:

07-Jul-11 **TO** **20-Jul-11** **Paydate** **7/27/2011**

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (11)	O/T PAY (14)	OTHER PAY (11)	TOTAL PAY
PERSONNEL	1-01-20-105	10,205.91	0.00	0.00	10,205.91
MAYOR'S OFFICE	1-01-20-110	9,155.78	0.00	0.00	9,155.78
CITY COUNCIL	1-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	1-01-20-112	8,637.81	0.00	0.00	8,637.81
ABC BOARD	1-01-20-113	0.00	0.00	185.75	185.75
PURCHASING	1-01-20-114	7,061.97	0.00	0.00	7,061.97
GRANTS MANAGEMENT	1-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	1-01-20-120	17,750.16	0.00	0.00	17,750.16
ELECTIONS	1-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	1-01-20-130	24,884.30	29,653.94	0.00	54,538.24
ACCOUNTS/CONTROL	1-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	1-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	1-01-20-145	8,932.66	0.00	2,639.05	11,571.71
ASSESSOR'S OFFICE	1-01-20-150	13,494.27	0.00	0.00	13,494.27
CORPORATE COUNSEL	1-01-20-155	12,054.03	0.00	0.00	12,054.03
COMMUNITY DEVELOPMENT	1-01-20-160	4,400.77	0.00	0.00	4,400.77
TREASURER	1-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	1-01-21-180	6,221.54	719.93	1,584.00	8,525.47
INFORMATION TECHNOLOGY	1-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	1-01-21-186	4,655.46	0.00	0.00	4,655.46
HOUSING INSPECTION	1-01-21-187	5,489.84	729.18	0.00	6,219.02
CONSTRUCTION CODE	1-01-22-195	22,751.96	0.00	200.00	22,951.96
POLICE DIVISION	1-01-25-241	536,741.10	10,950.24	5,403.98	553,095.32
CROSSING GUARDS	1-01-25-241	5,749.23	0.00	0.00	5,749.23
EMERGENCY MANAGEMENT	1-01-25-252	4,437.50	2,124.00	96.15	6,657.65

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	TOTAL PAY
FIRE DIVISION	1-01-25-266	403,975.37	70,478.43	15.38	474,469.18
STREETS AND ROADS	1-01-26-291-011	22,128.59	5,016.98	0.00	27,145.57
ENV SRVCS DIR OFFICE	1-01-26-290	8,553.00	1,326.68	0.00	9,879.68
RECREATION SEASONAL EMP	1-0128370016	9,420.03	0.00	0.00	9,420.03
CENTRAL GARAGE	1-01-26-301	1,376.42	851.90	0.00	2,228.32
SANITATION	1-01-26-305	18,917.50	4,348.16	0.00	23,265.66
LICENSING DIVISION	1-31-55-501-101	3,791.75	0.00	0.00	3,791.75
HUMAN SRVCS DIR OFFICE	1-01-27-330	6,678.48	0.00	0.00	6,678.48
BOARD OF HEALTH	1-01-27-332	18,452.95	0.00	0.00	18,452.95
CONSTITUENT SRCS	1-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	1-01-27-336	16,192.89	0.00	0.00	16,192.89
RENT STABILIZATION	1-01-27-347	7,396.83	0.00	0.00	7,396.83
TRANSPORTATION	1-01-27-348	0.00	0.00	0.00	0.00
RECREATION	1-01-28-370	10,704.55	529.27	0.00	11,233.82
PARKS	1-01-28-375	18,476.46	564.56	0.00	19,041.02
PUBLIC PROPERTY	1-01-28-377	27,510.11	528.36	4.83	28,043.30
PUBLIC LIBRARY	1-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	1-01-43-495	2,623.81	0.00	0.00	2,623.81
MUNICIPAL COURT	1-01-43-490	38,288.62	0.00	0.00	38,288.62
PARKING UTILITY	1-31-55-501-101	93,487.49	11,580.85	7,128.74	112,197.08
MUN COURT OVERTIME	T-0340000-037	0.00	1,965.31	0.00	1,965.31
GRANT#	T0340000004	1,901.25	0.00	0.00	1,901.25
GRANT#	G-02-44-701-380	0.00	0.00	0.00	0.00
GRANT#	G-02-44-701-390	0.00	0.00	0.00	0.00
GRANT#	G-02-41-100-PSO	0.00	0.00	0.00	0.00
GRANT#	T-03-40-000-003	0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	818.94	0.00	818.94
CULTURAL AF AFFAIRS	1-01-271-760-11	2,961.54	0.00	0.00	2,961.54

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	PAY
OTHER:					
SALARY ADJUSTMENT	**1-01-36-478-000**	0.00	51.78	3,270.81	3,322.59
SALARY SETTLEMENT	**1-01-36-479-000**	0.00	0.00	51,683.34	51,683.34
POLICE OUTSIDE EMPL.	**T-03-40-000-006**	0.00	0.00	33,562.50	33,562.50
RESERVE FOR POAA	**T-03-40-000-032**	0.00	0.00	0.00	0.00
GRANT	**G-02-44-701-310**	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	**1-01-25-241-017**	0.00	0.00	0.00	0.00
GRAND TOTAL		1,423,907.38	142,238.51	105,774.53	1,671,920.42
					1,671,920.42

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, COUNTY OF HUDSON AUTHORIZING THE APPLICATION FOR THE REALLOCATION OF AFFORDABLE HOUSING FUNDS TO ASSIST IN AFFORDABLE HOUSING PROJECTS THROUGHOUT THE CITY.

WHEREAS, the Fair Housing Act of 1985, *N.J.S.A.* 52:27D-301 *et seq*., as amended and supplemented from time to time (the "**FHA**") and the regulations promulgated by the Council on Affordable Housing ("**COAH**") found at *N.J.A.C.* 5:94-1.1 *et seq.* and *N.J.A.C.* 5:95-1.1 *et seq*., each as amended and supplemented from time to time (collectively, the "**COAH Regulations**") establish the affordable housing requirements imposed upon municipalities throughout the State of New Jersey; and

WHEREAS, in accordance with the requirements of the FHA and the COAH Regulations, the City of Hoboken (the "**City**") undertook the development of affordable housing units under four Regional Contribution Agreements ("**RCAs**") with the Township of Green, the Borough of Demarest, the Borough of Wanaque and the Borough of North Haledon; and

WHEREAS, the City completed the development of all of the required RCA affordable housing units in compliance with the FHA and the COAH Regulations; and

WHEREAS, as a result of the funding the City received for the RCAs, the City currently holds a balance of $24,539.20 in an affordable housing fund that primarily represents accrued interest within the accounts; and

WHEREAS, since the COAH Requirements limit the use of the residual funds only to affordable housing projects, the City has determined that it is in the best interests of the community to direct the use of the remaining affordable housing funds to eligible projects in need of funding throughout the City; and

WHEREAS, the City seeks to authorize the application to COAH for reallocation of the remaining affordable housing funds to eligible affordable housing projects throughout the City in accordance with COAH Regulations.

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

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The City hereby approves the application to COAH to reallocate the City's affordable housing funds to eligible affordable housing projects within the City, all in accordance with the COAH Requirements.

Section 3. The Mayor, in consultation with the professional staff of the City and any consultants of the City, may undertake any and all actions in furtherance of this Resolution in order to undertake the preparation of an application to COAH for the reallocation of the aforementioned funds, such actions shall include but are not limited to, the preparation, negotiation and execution of any and all documents required under applicable law.

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

Section 5. This resolution shall take effect immediately.

Meeting Date: August 24, 2011

Department of Administration

_____

Arch Liston, Business Administrator

Approved as to form:

_____

Mark A. Tabakin, Corporation Counsel

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, COUNTY OF HUDSON ALLOCATING A PORTION OF AFFORDABLE HOUSING FUNDS TO ASSIST IN THE RENOVATION OF A HOBOKEN-NORTH HUDSON YMCA-SPONSORED AFFORDABLE HOUSING PROJECT.

WHEREAS, the New Jersey Housing Mortgage Finance Agency Law of 1983, as amended, *N.J.S.A.* 55:14K-1 *et seq*., the rules promulgated thereunder at *N.J.A.C.* 5:80-1 *et seq*., and all other applicable guidelines (collectively, the "**HMFA Requirements**") govern the financing, development, construction and management of certain publicly-financed multi-family housing projects; and

WHEREAS, the Hoboken-North Hudson YMCA (the "**Sponsor**") proposes to renovate and expand a 96-unit single room occupancy special needs housing project for low-income single males (collectively, the "**Project**") into two (2) condominiums which separate the residential space from the community space; said Project shall include a fifth floor addition and renovation of the third and fourth floors to include 96 single room occupancy units in addition to renovation of the building entrance to comply with accessibility laws, installation of an elevator, two stairwells, a community room for the residents, installation of a fire suppression system, upgrade of utilities and heating, installation of air conditioning, renovation of existing bathrooms and the addition of handicap accessible bathrooms, all in accordance with the HMFA Requirements and all applicable state and municipal building codes; and

WHEREAS, for purposes of securing the financing for the Project, the Sponsor established MBS Housing Urban Renewal, LLC ("**MBS Housing**") to own and manage the Project in accordance with all applicable laws; and

WHEREAS, despite the best efforts of the Sponsor and MBS Housing, the financing for the Project could not be consummated as originally planned in 2007 or thereafter, as a result of the economic downturn affecting the credit market; and

WHEREAS, the Sponsor and MBS Housing currently seek to close on the financing for the construction of the Project; however due to the many delays in the closing, the Project has incurred cost overruns that threaten the ability of the Sponsor and MBS Housing to close on the Project financing; and

WHEREAS, the City of Hoboken (the "**City**") has approximately $72,663.19 available in affordable housing funds available for the sole purpose of funding affordable housing projects

subject to the restrictions and requirements of the Council on Affordable Housing ("**COAH**"); and

WHEREAS, the City has been informed by the Sponsor and MBS Housing that the Project faces an immediate budget shortfall of $48,123.99; and

WHEREAS, the City has determined that the Sponsor has served an important role within the community for many years and the Project represents an important housing alternative to residents that are at risk and in need of affordable housing options; and

WHEREAS, the City has further determined that allocating a portion of its affordable housing funds to assist in the much-needed renovation of 96 affordable housing units and securing a long-term investment in affordable housing options within the City are in the best interests of the residents and the community as a whole; and

WHEREAS, the Parties agree that the Project will remain subject to the HMFA Requirements, the New Jersey Department of Community Affairs (the "**DCA**") Neighborhood Preservation Balanced Housing Program in accordance with *N.J.A.C.* 5:43-1.1 *et seq*., the regulations and requirements of COAH and such other rules and regulations under applicable law; and

WHEREAS, based on the foregoing, the City hereby determines to allocate $48,123.99 of the City's affordable housing funds to assist the financing of the Project, subject to the approval of COAH under applicable laws.

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

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The City hereby approves the allocation of $48,123.99 of the City's affordable housing funds to the Project subject to the approval of COAH and subject to the execution of an agreement between the City and MBS Housing ensuring the return of such funds in the event the financial closing for the Project is delayed or terminated for any reason.

Section 3. The Mayor, in consultation with the professional staff of the City and any consultants of the City, may undertake any and all actions in furtherance of this Resolution in order to secure COAH's approval of the allocation of the aforementioned funds to the Project and complete the transfer of such funds to the Project, such actions shall include but are not limited to, the preparation, negotiation and execution of any and all documents required to apply for, secure and complete the allocation and transfer of the funds under applicable law and as required by this Resolution.

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

Section 5. This resolution shall take effect immediately.

Meeting Date: August 24, 2011

Department of Administration	**Approved as to form:**
_____	_____
Arch Liston, Business Administrator	**Mark A. Tabakin, Corporation Counsel**

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY CANCELLING ANNUAL SERVICE CHARGE ASSESSMENTS ON BLOCK 139, LOT 4 AND BLOCK 229, LOT 1 OWNED BY NEW JERSEY TRANSIT.

WHEREAS, New Jersey Transit Corporation ("**NJ Transit**"), a State agency established pursuant to *N.J.S.A. 27:25-1 et seq.,* acquired certain properties in the City of Hoboken commonly known as Block 139, Lot 4 and Block 229, Lot 1 on the Tax Map of the City of Hoboken, state of New Jersey (collectively, the "**NJT Property**"); and

WHEREAS, by virtue of NJ Transit's ownership the NJT Property is exempt from taxation in accordance with *N.J.S.A.* 27:25-16; and

WHEREAS, NJ Transit paid the City an annual service charge for the NJT Property and on June 6, 2006, NJ Transit prepaid all annual services charges due and owing on the NJT Property until the year 2105 in the amount of $2,471,000; and

WHEREAS, notwithstanding the foregoing, the City continued to assess annual service charges against the NJT Property after tax year 2006; and

WHEREAS, the City has determined that the imposition of the additional annual service charges against the NJT Property resulting in the Tax Lien Sales was inappropriate since the annual service charge was prepaid until 2105; and

WHEREAS, when NJ Transit failed to pay the erroneously imposed service charges relating to the NJT Property, the City's Tax Collector was required by law to sell the following tax liens against the property: (i) Royal Tax Lien Services, LLC, 115 West Avenue, Suite 300, Jenkintown, PA 19046 in the total amount of $19,657.30; and (ii) JMAM Partners, P.O. Box 3053, Hoboken, NJ 07030 in the total amount of $4,630.79 (collectively "**Tax Lien Sales**"); and

WHEREAS, as a result of the foregoing, the City has determined that the additional annual service charges were improperly assessed against the NJT Property and the annual service charge assessments against the NJT Property shall be cancelled for the tax years 2006 through and including the 2nd quarter of 2011; and the annual service charges relating to the NJT Property shall be designated as having prepaid until the year 2105; and

WHEREAS, Sharon Curran, Collector of Revenue, recommends that the cancellations be made to rectify the previous collector's errors

NOW THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following parties in the following amounts in order to satisfy the Tax Lien Sales:

NAME	ADDRESS	AMOUNT
Royal Tax Lien Services, LLC	115 West Avenue, Suite 300 Jenkintown, PA 19046	$19,657.30
JMAM Partners	P.O. Box 3053 Hoboken, NJ 07030	$4,630.79

BE IT FURTHER RESOLVED, that Block 139, Lot 4 and Block 229, Lot 1 be removed from the Taxable Register and be placed on the Tax-Exempt Register and no further annual service charges relating to real estate taxes shall be assessed against the NJT Property until the year 2105.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon final adoption and publication thereof according to law.

Meeting: August 24, 2011

Reviewed: **Approved as to Form:**

_____ _____

Arthur M. Liston **Mark A. Tabakin**
Business Administrator **Corporation Counsel**

CANCELLATION OF LIENS								
BLOCK 139	LOT 4	ADDRESS: FT OF HUDSON PLACE REAR		CERTIFICATE# 09-80112			OWNER: NJ TRANSIT	
LIEN HOLDER: JMAM PARTNERS, P.O. BOX 3053, HOBOKEN,NJ 07030								
Certificate Amount		4,489.37		Days	462			
Interest 462 days		86.42		Interest	1.50%			
Recording Fee		55.00		Per Diam	0.0042%			
Total Refund		4,630.79						
				1.5% interest = .0042% per diem x 462 days = 309.54				
BLOCK 139	LOT 4	ADDRESS: FT OF HUDSON PLACE REAR		CERTIFICATE# 097147			OWNER: NJ TRANSIT	
LIENHOLDER: ROYAL TAX LIEN SERVICES, LLC, 115 WEST AVE-STE 300, JENKINTOWN,PA 19046								
Certificate Amount		17,961.79		Days	822			
Interest 822 days		1,640.51		Interest	4%			
Recording Fee		55.00		Per Diam	0.0111%			
Total Refund		19,657.30						
				4% interest = .011% per diam x 822 days= 1,640.51				

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO.____

RESOLUTION OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY CANCELLING ANNUAL SERVICE CHARGE ASSESSMENTS ON BLOCK 139, LOT 4 AND BLOCK 229, LOT 1 OWNED BY NEW JERSEY TRANSIT.

WHEREAS, New Jersey Transit Corporation ("**NJ Transit**"), a State agency established pursuant to *N.J.S.A.* 27:25-1 *et seq.*, acquired certain properties in the City of Hoboken commonly known as Block 139, Lot 4 and Block 229, Lot 1 on the Tax Map of the City of Hoboken, state of New Jersey (collectively, the "**NJT Property**"); and

WHEREAS, by virtue of NJ Transit's ownership, the NJT Property is exempt from taxation in accordance with *N.J.S.A.* 27:25-16; and

WHEREAS, NJ Transit paid the City an annual service charge for the NJT Property and on June 6, 2006, NJ Transit prepaid all annual service charges due and owing on the NJT Property until the year 2105 in the amount of $2,471,000; and

WHEREAS, notwithstanding the foregoing, the City continued to assess annual service charges against the NJT Property after tax year 2006; and

WHEREAS, when the Entity failed to pay the annual service charges relating to the NJT Property, the City sold the following tax liens against the property: (i) Royal Tax Lien Services, LLC, 115 West Avenue, Suite 300, Jenkintown, PA 19046 in the total amount of $24,008.54; and (ii) JMAM Partners, P.O. Box 3053, Hoboken, NJ 07030 in the total amount of $5,300.83 (collectively, the "**Tax Lien Sales**"); and

WHEREAS, the City has determined that the imposition of the additional annual service charges against the NJT Property resulting in the Tax Lien Sales was inappropriate since the annual service charge was prepaid until 2105; and

WHEREAS, as a result of the foregoing, the City has determined that the additional annual service charges were improperly assessed against the NJT Property and the annual service charge assessments against the NJT Property shall be cancelled for the tax years 2006 through and including the 2nd quarter of 2011; and the annual service charges relating to the NJT Property shall be designated as having been prepaid until the year 2105; and

WHEREAS, Sharon Curran, Collector of Revenue, recommends that the cancellations be made.

NOW THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following parties in the following amounts in order to satisfy the Tax Lien Sales:

NAME	ADDRESS	AMOUNT
Royal Tax Lien Services, LLC	115 West Avenue, Suite 300 Jenkintown, PA 19046	$24,008.54
JMAM Partners	P.O. Box 3053 Hoboken, NJ 07030	$5,300.83

FURTHER RESOLVED, that Block 139, Lot 4 and Block 229, Lot 1 be removed from the Taxable Register and be placed on the Tax-Exempt Register and no further annual service charges relating to real estate taxes shall be assessed against the NJT Property until the year 2105.

FURTHER RESOLVED, that this resolution shall take effect immediately upon final adoption and publication thereof according to law.

Meeting: _____, 2011

Reviewed:

_____
Arthur Liston
Business Administrator

Approved as to Form:

_____
Mark A. Tabakin
Corporation Counsel

_____
Sharon Curran
Tax Collector

SHARON CURRAN
Tax Collector
94 Washington Street
Hoboken NJ 07030
201-420-2083 * fx 201-420-2082

CITY OF HOBOKEN
Department of Finance
Division of Tax Collection

Memorandum

DATE: 2/24/2011

TO: Jong Sook Nee

FROM: Sharon Curran, Tax Collector

SUBJECT Cancel Liens and refund Charges on the following:
Block 229 Lot 1 Address: 5-21 Hudson Place
Block 139 Lot 4 Address: FT of Hudson Place Rear

Please be advised the above properties have five open liens. The interest has been calculated until 3/18/11.

Block 229 Lot 1

Certificate#	Lien Holder	Type of Lien	Amount Due 3/18/11
000297	Municipal lien	Water	$ 1.672.90
000052	First Union National Bank	Tax	$ 18,142.05
98221	A.S.K. Construction Corp.	Water/Sewer	$ 11,014.03

Block 139 Lot 4

097147	Royal Tax Lien Serv. LLC	Tax	$ 23,754.08
09-80112	JMAM Partners	Tax	$ 5,224.51

Jong Sook Nee

From: Sharon Curran [scurran@hobokennj.org]
Sent: Thursday, March 31, 2011 12:14 PM
To: Jong Sook Nee
Cc: ntrasente@hobokennj.org
Subject: RE: Hoboken/PILOT: Cancellation of Improper Liens
Attachments: 09-80112.pdf; 097147.pdf

3/31/2011

Good Morning Jong,

Block	Lot	Address	Cert.#	Lien Holder	Tax Sale Date	Quarters that went into lien
139	4	FT. of Hudson Place Rear	09-80112	JMAM Partners	6/25/10	2009 3rd & 4th Quarters 2009

each $1,909.75 (principal)

532.82(interest)

137.05(cost)

-

$4,48

9.37 Total Certificate

The two quarters that went originally into tax sale on this certificate were 2009 3rd and 4th Quarters. Attached is an updated Lien work sheet showing a breakdown of charges and interest projected until 4/22/11. The total amount to redeem is $5,300.83.

Bock	Lot	Address	Cert.#	Lien holder	Tax Sale Date	Quarters
139	4	FT Of Hudson Place Rear	097147	Royal Tax Lien Service, LLC	6/25/2009	2007 3 & 4

that went into lien

Quarters 3,819.50(Principal)

2008 Full Year

7,639.00 (Principal)

2009 1&2 Quarters

3,819.50 (Principal)

2,533.79(interest)

150.00(cost)

$17,961.79 Total Certificate

The original quarters that went into lien are broken out above. Attached is an updated Lien Work sheet showing a breakdown of charges and interest projected until 4/22/11. The total amount to redeem is $24,008.54.

Jong,

Block	Lot	Address	Certificate#	Lien Holder	Tax Sale Date
229	1	5-21 Hudson Place	000052	First Union National Bank	6/30/97

The above certificate (upon research) turns out to be a Sewer Lien. This certificate was coded incorrectly in the computer. Originally coded Tax.
We were able to find a copy of the original Certificate of Sale stating this lien was sold because of unpaid sewer charges. I did call Karen Insigna from North Hudson Sewage Authority to confirm these charges she is sending me paper work that will back up the charges on the tax sale certificate.

Certificate: 097147
Prop Loc: FT OF HUDSON PLACE REAR

Owner: NJ TRANSIT CORP C/O R.E. OFFICE
Address: 1 PENN PLAZA EAST 7TH FL
NEWARK, NJ 07105

Type of Lien: Outside
Interest Rate:15.00
Apr 2: N
Premium: 0.00

Block/Lot/Qual: 139. 4.
Sale Date: 06/25/09
Redemption Calculation Date: 04/22/11
Include Current Charges: N

Holder Name: ROYAL TAX LIEN SERVICES, LLC
Address: 115 WEST AVENUE STE 300
JENKINTOWN,, PA 19046

Holder Id: 00064

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	15,278.00	2,533.79	17,811.79

Cost:	150.00
Total Certificate:	17,961.79
#Days: 657 Per Diem: 7.484079 Int on Cert:	4,917.04
Redemption Penalty (6.00 %):	1,077.71
Total:	23,956.54

SUBSEQUENT CHARGES:

Balance Type	Year Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Certificate Tax	17,811.79	4,875.98	22,687.77
Total Tax	17,811.79	4,875.98	22,687.77
Certificate Cost	150.00	41.06	191.06

LIEN REDEMPTION:

Principal:	17,961.79
Redemption Penalty (6.00 %):	1,077.71
Interest:	4,917.04
Recording Fees:	52.00
TOTAL REDEMPTION:	24,008.54

Total Per Diem: 7.484079

Certificate: 09-80112
Prop Loc: FT OF HUDSON PLACE REAR

Owner: NJ TRANSIT CORP C/O R.E. OFFICE
Address: 1 PENN PLAZA EAST 7TH FL
NEWARK, NJ 07105

Type of Lien: Outside
Interest Rate:18.00
Apr 2: N
Premium: 0.00

Block/Lot/Qual: 139. 4.
Sale Date: 06/25/10
Redemption Calculation Date: 04/22/11
Include Current Charges: N

Holder Name: JMAM PARTNERS
Address: P.O. BOX 3053
HOBOKEN, NJ 07030

Holder Id: 10034

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	3,819.50	532.82	4,352.32

Cost: 137.05

Total Certificate: 4,489.37
#Days: 297 Per Diem: 2.244685 Int on Cert: 666.67
Redemption Penalty (2.00 %): 89.79

Total: 5,245.83

SUBSEQUENT CHARGES:

Balance Type	Year Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Certificate Tax	4,352.32	646.32	4,998.64
Total Tax	4,352.32	646.32	4,998.64
Certificate Cost	137.05	20.35	157.40

LIEN REDEMPTION:

Principal:	4,489.37
Redemption Penalty (2.00 %):	89.79
Interest:	666.67
Recording Fees:	55.00
TOTAL REDEMPTION:	5,300.83

Total Per Diem: 2.244685

CITY OF HOBOKEN

94 Washington Street
Hoboken, NJ 07030-0485
(201) 420 - 2059
Fax (201) 420 - 2009

DAVID ROBERTS
Mayor

Richard England
Business Administrator

Charlie Wedel, CFO
New Jersey Transit
One Penn Plaza East
Newark, NJ 07105-2246

April 26, 2006

Dear Mr. Wedel

The attached resolution shows that the Hoboken City Council authorized an amendment our existing agreement.

The intent of the resolution/modified agreement would be to have NJ Transit pay the City of Hoboken $2.471 million in a lump sum payable prior to June 30, 2006 with the City of Hoboken adjusting the previous agreement to reflect $0 Pilot Payments through the year 2105.

What do you need from us to execute this revised agreement?

Sincerely,

Richard F. England
Business Administrator

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AMENDING AN ORIGINAL P.I.L.O.T. AGREEMENT WITH NEW JERSEY TRANSIT.

WHEREAS, the City of Hoboken currently enjoys a Payment in Lieu of Taxes agreement with New Jersey Transit, and

WHEREAS, said agreement has New Jersey Transit paying the City of Hoboken a sum of approximately One Hundred Forty-Seven Thousand dollars per year in lieu of taxes on the property where their bus terminal is located, and

WHEREAS, the Administration has been attempting to close the structural deficit within the finances of the City, and

WHEREAS, advancing this P.I.L.O.T. payment would assist in this effort, and

WHEREAS, the City Council wishes to support this effort, NOW THEREFORE BE IT,

RESOLVED, that the Administration is authorized to enter into a revised agreement with the New Jersey Transit where New Jersey Transit prepays their in-lieu of taxes payment in the amount of Two Million Five Hundred Thousand Dollars, payable to the City prior to 1 June 2006, and in return the in-lieu payment for the undeveloped bus terminal is forgiven until the year 2105.

1. The above recitals are incorporated herein as thought fully set forth at length.

2. The council hereby authorizes the Mayor, or his 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.

Approved:

Richard England, Business Administrator

Approved to Form:

Joseph S. Sherman, Corp.Counsel

Date: 5 April 2006

Silvio DeFilippo

Jon S. Corzine
Governor

Kris Kolluri, Esq.
Board Chairman

George D. Warrington
Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
973-491-7000

June 6, 2006

Mr. Richard F. England, Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030-0485

Dear Mr. England:

NJ TRANSIT made its last quarterly PILOT payment on April 11, 2006 in the amount of $37,167.27 on its Hoboken bus terminal property (Block 229, Lot 1).

As agreed, enclosed is a check in the amount of $2,471,000 in satisfaction of all future PILOT payments on said property until the year 2105.

This letter will serve as an amendment to an original PILOT agreement between the City of Hoboken and NJ TRANSIT, which amendment is consistent with a City of Hoboken Resolution (after crediting the April 11th payment) approved by you on April 5, 2006.

Sincerely,

H. Charles Wedel
Chief Financial Officer and Treasurer

Enclosure

Cc: George D. Warrington, Executive Director

bcc: William McManimon
Jim Zullo
Fred D'Ascoli
Sam Cherrington
Jack Burns
Bernadette Gill

S2010

Reference Number	Date	Voucher Number	Gross Amount	Discount Amount	Net Amount
Hoboken pilot payment - 6/6/06 Project 210			$2,471,000.00	0	$2,471,000.00

VENDOR NO. 00003411 DISB. 791147 TOTAL $2,471,000.00

8269-2905-4311 822094, Moore Wallace North America, Inc.
SecureScan® - Patents 5,018,767 ; 5,193,853 ; 5,707,083. - 0207

THIS CHECK IS PROTECTED BY POSITIVE PAY AND IS VOID WITHOUT AN OPAQUE WATERMARK ON THE REVERSE SIDE

VENDOR No. 00003411 DISB. 791147

NJ TRANSIT

DATE June 6, 2006 CHECK NO. 791147

PO BOX 1171 MARLWOOD, NEW JERSEY 07204-1171

PAY EXACTLY

PAY Two Million Four Hundred Seventy One Thousand 00/100 Dollars

TO ORDER OF

City of Hoboken
94 Washington Street
Hoboken, NJ 07030-0485

Morgan Stanley
5040 Iobel Road
Syracuse N.Y. 13206

VOID AFTER 60 DAYS

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO:

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH P&D HOBOKEN, LLC

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 desires that a portion of the land located in the Northwest Redevelopment Area, located at the Southeast corner of Jefferson and 10th Street known as Block 95, Lots 17 & 18 on the Tax Map of the City of Hoboken (hereinafter "Project Site"), be redeveloped in accordance with the Northwest Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, by Resolution adopted on August 11, 2010, the City Council authorized the execution of a Conditional Designation Agreement with P&D Hoboken, LLC to negotiate the terms of a Redevelopment Agreement, which required that the redeveloper pay the 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 and expenses related to this matter prior to the execution of a Redevelopment Agreement; and

WHEREAS, after extensive negotiations between the parties and an independent analysis of the *pro forma* for the project, agreement has been reached to provide for the construction of a LEED certified six story residential condominium building to include fifteen (15) residences, consisting of a mixture of one, two and three bedroom units, together with twelve (12) parking

spaces and a number of bike racks, with a requirement that P & D Hoboken make an Affordable Housing Payment of $50,000 to the City to be used to facilitate affordable housing opportunities in the City;

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

1. The Mayor is hereby authorized to execute the REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HOBOKEN AND P&D HOBOKEN, LLC, substantially in the form attached hereto as Schedule A.

2. Staff and consultants to the City are hereby authorized and directed to tale 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.

REVIEWED BY:	**APPROVED AS TO FORM:**
_____	_____
Arch Liston, Business Administrator	Mark Tabakin, Esq., Corporation Counsel

73210

JOSEPH J. MARAZITI, JR.
CHRISTOPHER H. FALCON
DIANE ALEXANDER†
ALBERT I. TELSEY†
ANDREW M. BREWER
BRENT T. CARNEY
ANTON L. LENDOR
CHRISTOPHER D. MILLER
HEATHER A. PIERCE
†ALSO MEMBER NY BAR

MARAZITI & FALCON HEALEY L.L.P.
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@mfhenylaw.com

August 19, 2011

Ravinder S. Bhalla, Council President
and Members of Hoboken City Council
94 Washington Street
Hoboken, NJ 07030

Re: Redevelopment Agreement
P&D Hoboken, LLC

Dear Council President Bhalla and Members of Hoboken City Council:

On August 11, 2011, the City Council adopted a Resolution to designate P&D Hoboken, LLC ("P&D") as the conditional redeveloper of a 50 x 100 foot site located at the southwest corner of the intersection of Jefferson and 10th streets. P&D has proposed to construct a 15 unit residential condominium building which includes eight one bedroom, four 2 bedroom and three 3 bedroom units on five (5) floors with 12 parking spaces and bike racks to serve all units in the building, for a total 6 story building of contemporary design, using curtain wall glass and steel panels juxtaposed with wood horizontal accents.

The Redevelopment Agreement requires that a parking space be included in the deed to each condominium unit. It will be of contingency design. The building will be LEED certified with a focus on emphasizing the use of stormwater and flood mitigation components.

Hoboken and P&D have completed negotiations on all aspects of the Redevelopment Agreement. A Resolution authorizing the Mayor to execute the Redevelopment Agreement will be available for consideration at the City Council meeting scheduled to take place on August 24, 2011.

During the negotiation, 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 4Warding Planning, LLC were obtained. A thorough analysis of the pro

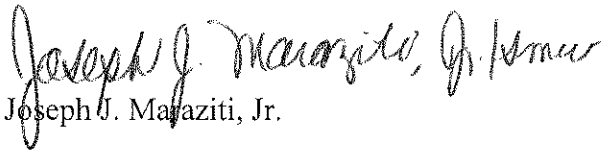
ABA-EPA LAW OFFICE CLIMATE CHALLENGE PARTNER

forma submitted by P&D has led the Sub Committee to conclude that the financials of the project are such that the inclusions of one or more affordable housing units as components of the project not realistic. Instead, the Sub-Committee has agreed to require that a payment to the City in the amount of $50,000.00, to be used to facilitate affordable housing opportunities in Hoboken. The Redevelopment Agreement provides that equal payments are to be made to the City within five business days after each closing. The Redevelopment Agreement also requires that a post construction audit be submitted to the City.

Construction is expected to begin promptly and to be completed within 14 months after ground breaking.

In accordance with the Conditional Designation Agreement, P&D has reimbursed the City for legal and consultant fees.

Very truly yours,



Joseph J. Marazziti, Jr.

JJM:smw
Enclosure
c: Arch Liston, Business Administrator
Brandy A. Forbes, Director of Community Development
Mark A. Tabakin, Corporation Counsel
Alysia M. Proko-Smickley, Assistant Corporation Counsel

==========

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF HOBOKEN, NEW JERSEY, as Redevelopment Entity

AND

P&D HOBOKEN, LLC, a Limited Liability Company

Date: , 2011

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REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF HOBOKEN
AND
P & D HOBOKEN LLC

THIS REDEVELOPMENT AGREEMENT, made as of the _____day of _____ 2011 (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 ("City" or "Hoboken") and P & D HOBOKEN, LLC., a Limited Liability Company authorized to do business in New Jersey , with offices at 834 Bloomfield Street, Hoboken, New Jersey 07030 ("P&D Hoboken " or Redeveloper").

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 in the Northwest Redevelopment Area as areas in need of redevelopment in accordance with the Act ; and

WHEREAS, the City by ordinance adopted the Northwest Redevelopment Plan which has been amended from time to time, and which sets forth the plan for the redevelopment area; and

WHEREAS, P & D Hoboken, the contract purchaser of the parcel located on the Southwest corner of the intersection of Jefferson and 10th Streets, known as Block 95, Lots 17 and 18 on the Tax Map of the City, has submitted a proposal to the City for the redevelopment of the site ("Project Site") ; and

WHEREAS, Hoboken adopted a Resolution entitled: Resolution of the City of Hoboken Authorizing the Execution of A Conditional Designation Agreement with P&D Hoboken, LLC, Including Provisions for an Escrow Deposit to Defray the Costs of the City at the August 11, 2010 Meeting of the City Council; and

WHEREAS, the City and Redeveloper 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, City of Hoboken and Redeveloper do hereby covenant, promise and agree as follows:

ARTICLE I
REDEVELOPMENT PROJECT

SECTION 1.1 Scope of the Project. The Project shall consist of: (i) obtaining applicable Governmental Approvals (as defined herein) for all Project Improvements, (ii) the financing, construction, completion and maintenance of all Project Improvements (collectively the ("Project") and in accordance with the Project Schedule as set forth on Exhibit A.

SECTION 1.2 Designation of the Redeveloper. Hoboken hereby designates P & D Hoboken, LLC as the Redeveloper of Block 95, Lots 17 and 18, subject to the satisfaction of all the terms and provisions of this Redevelopment Agreement.

SECTION 1.3 Determination of Consistency Prior to Planning Board Application. 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, P & D Hoboken shall submit the proposed application to the Director of Community Development 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.

SECTION 1.4 Implementation of the Project. P & D Hoboken agrees, at its sole cost and expense, to implement and complete the Project, including the Project Improvements and in accordance with the Project Schedule set forth on Exhibit A consistent with the Redevelopment Plan, the application to the Planning Board and in accordance with the terms and conditions of this Agreement.

SECTION 1.5 Project Schedule. It is acknowledged by the parties that the construction of the Project is time sensitive and will require the coordination of a multitude of efforts by the Redeveloper, and the Hoboken and other governmental and private concerns. The Project Schedule which is set forth on Exhibit A shall control the progress and completion of the Project. The Redeveloper agrees to commence implementation of the Project and the construction of the Project Improvements as set forth herein . The Redeveloper agrees to diligently implement and complete the Project by the Completion Date set forth in the Project Schedule.

SECTION 1.6 Project Improvements.

Building Description.

The Building shall consist of a six story high structure which will include fifteen (15) residential units on floors 2, 3, 4, 5 and 6, with twelve (12) parking spaces and permanent bike racks, to serve all dwelling units of the Project, located on the first floor. Hoboken consents to provision of 12 parking spaces and permanent bike racks for the 15 unit building and waives any other parking requirement that may otherwise apply.

. The residential unit breakdown is as follows;

Floors 2, 4 & 6:	(1) x 3 bedroom unit @ 1,500sf
	(2) x 1 bedroom units @ 767sf each
Floors 3 & 5:	(2) x 2 bedroom units @ 1,125sf each
	(1) x 1 bedroom unit @ 784sf

Each apartment will have access to roof decks (in the case of the 2nd and 6th floor apartments) or balconies directly off the living spaces, but no unit will be reduced in size by more than three (3) percent of the approximate unit size set forth above.

Building Structure/Facade:

The building structure shall be case in place concrete for all floor and column systems. Exterior walls shall be either masonry or steel stud construction (at required fire-rated walls). The (3) exposed facades shall be of a contemporary design utilizing modern materials. Curtain wall glass and steel panels shall be juxtaposed with wood horizontal accents. The buildings base will be constructed of exposed cast in place concrete. These materials are composed for form a cohesive expression and represent a contemporary design aesthetic while still (through mass and form) relating to its context.

Green Components/Sustainable Design

This building will be "LEED" certified by the U.S. Green Building Council. This standard ensures reduction of the buildings negative environmental impact and improved occupant health and well-being. In connection with seeking the LEED certification, the Redeveloper agrees to give priority to the use of design and construction features that will serve to maximize storm water management and flood mitigation in the area.

Redeveloper acknowledges that the Project Improvements, include, but are not limited to, electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, storm management devices, telephone transmission lines, television cable lines and other utilities which are required to adequately serve the needs of the Project.

The Redeveloper will design and construct the Project Improvements in a good and workmanlike manner and in accordance with all applicable laws and regulations.

SECTION 1.7 Progress Reports. The Redeveloper shall submit to the Director of Community Development quarterly written progress reports which shall include a description of

activities completed, the 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 showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed.

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

ARTICLE II
PROJECT APPROVALS

SECTION 2.1 Governmental Approvals

(a) In accordance with the Project Schedule, Redeveloper shall promptly and using its best efforts, at its sole cost and expense, seek all governmental permits, approvals, licenses and/or certificates required in connection with (i) the construction of the Project Improvements set forth herein and (ii) Redeveloper's use of the Project Site (collectively the "Governmental Approvals").

(b) After submission of each application for a Governmental Approval, Redeveloper shall promptly notify the Director of Community Development of such application and shall provide the Director with copies of same upon request.

(c) Upon request, Redeveloper shall provide the Director of Community Development with evidence reasonably satisfactory that all required Governmental Approvals are in full force and effect for Redeveloper's use of the Project Site, including, but not limited to, copies of all Governmental Approvals obtained.

(d) Hoboken agrees to cooperate with Redeveloper in connection with the Governmental Approvals; all costs incurred by Hoboken at Redeveloper's request in connection

with obtaining the Governmental Approvals shall be paid as by the Redeveloper in accordance with Section 5.1 Hoboken Costs.

SECTION 2.2 Local Planning Board Approval. To the extent required by laws of the State of New Jersey, the Redeveloper shall be required to obtain local planning approval for the Project.

SECTION 2.3 No Warranty of Suitability. The Redeveloper specifically acknowledges that Hoboken makes no representation or warranty, expressed or implied or otherwise, as to the Project or the Project Site's fitness for use for any particular purpose, condition or durability thereof, or that it will be suitable for the Redeveloper's purposes.

ARTICLE III
GENERAL REPRESENTATIONS AND WARRANTIES

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

(a) The Redeveloper is a corporation of the State of New Jersey, is qualified to do business and 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) The Redeveloper has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(c) The Redeveloper owns or controls the Project Site.

(d) The Redeveloper will include in the deed to the owner of each of twelve (12) of the fifteen (15) condominium units to be constructed one of the parking spaces located in the building.

(d) The Redeveloper makes no other representations or warranties regarding the terms and conditions of this Redevelopment Agreement or relating to the redevelopment of Project Site.

SECTION 3.2 Representations and Warranties by Hoboken. Hoboken hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The City Council of Hoboken is the entity of the City which is authorized pursuant to the Act to exercise the redevelopment powers for the Project.

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

(c) Hoboken makes no other representations or warranties regarding the terms and conditions of this Redevelopment Agreement or relating to the redevelopment of the Project Site.

ARTICLE IV
REDEVELOPER COVENANTS

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

(a) The Redeveloper shall not use the Project Site or any part thereof in a manner that is not consistent with the Redevelopment Plan and this Agreement. The Redeveloper will

construct only those uses as set forth on Exhibit B and established in the Redevelopment Plan or as the Redevelopment Plan may be modified, in writing, by Hoboken from time to time in accordance with the Act.

(b) The Redeveloper shall commence construction of the Project Improvements 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 the Act.

(c) The Redeveloper shall not, without the prior written consent of Hoboken: (i) effect or permit any change, directly or indirectly, in the majority ownership or control of P & D Hoboken, provided, however, that such consent shall not be required as a result of the Redeveloper's refinancing, recapitalization or sale and purchase of its stock in the ordinary course of business; (ii) assign or attempt to assign this Agreement or any rights herein or in the Project Site, or (iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Project Site or the Project (collectively a "Transfer"), except to purchasers of the condominium units that are included in the Project.

(d) The Redeveloper shall not use the Project Site, or any part thereof, as collateral for an unrelated transaction.

(e) 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, sex, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site, 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 tenants, lessees, subtenants, sublessees, or vendees on the Project Site.

SECTION 4.2 Effect and Duration of Covenants. The covenants in this Article shall run with the land and be referenced in any deeds, leases or other documents of conveyance for

properties in the Project Site. With the exception of Section 4.1 (e), the covenants shall cease and terminate when a Certificate of Completion for such improvements has been issued.

ARTICLE V
REDEVELOPER OBLIGATIONS

SECTION 5.1 Hoboken Costs. The Redeveloper shall provide funding to Hoboken for all reasonable costs incurred by Hoboken in connection with the Project ("Hoboken Costs"). Hoboken Costs shall include, but not be limited to any administrative costs, staff costs, costs of any professional consultant, contractor or vendor retained by Hoboken including attorneys, technical consultants, planners and financial consultants, among others, and all other out-of-pocket costs and expenses of Hoboken related to the Project.

SECTION 5.2 Payment of City of Hoboken Costs. Redeveloper shall pay Hoboken Costs to City of Hoboken on a monthly basis within thirty (30) days after receipt from Hoboken of a detailed, written invoice for payment of costs incurred by Hoboken. Should Redeveloper fail to pay said monthly invoice within thirty (30) days, Hoboken, 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 Hoboken the amount of Five Thousand dollars ($ 5,000.00) to be maintained in a separate account by City of Hoboken and to be drawn down by City of Hoboken to cover Hoboken Costs ("Project Funds"). Hoboken shall provide the Redeveloper with detailed, written invoice(s) setting forth Hoboken Costs incurred by Hoboken, which will be drawn down. If the Hoboken Costs exceed the amount of the Project Funds, the Redeveloper will pay such costs upon ten (10) days written notice from Hoboken that such costs are due. Any continuing costs in connection with the Redevelopment of the Project Site shall be reimbursed to Hoboken from the Project Funds as set forth herein. The Redeveloper shall take all necessary steps and make all necessary payments to or on behalf of Hoboken or the City in a timely fashion to meet this obligation of the Agreement.

ARTICLE VI
SATISFACTION OF AFFORDABLE HOUSING OBLIGATIONS GENERATED BY THE PROJECT

SECTION 6.1 Affordable Housing Payment. The parties acknowledge that it is the policy of Hoboken 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 categories of people who may desire to live within its boundaries. Accordingly, the Redeveloper agrees that it will pay to Hoboken sum of Fifty Thousand Dollars ($50,000.00) ("Affordable Housing Payment"), in order to provide a funding source to be used by Hoboken to assist in achieving this goal.

SECTION 6.2 Payment Schedule. The Affordable Housing Payment shall be paid by the Redeveloper to Hoboken in fifteen (15) equal payments of Three Thousand Three Hundred and Thirty Three Dollars (3,333.00) to be made within five (5) business days of the closing of title to each of the fifteen (15) condominium units that shall comprise the Project.

SECTION 6.3 Independent Audit. Within Forty Five (45) days after the closing of the last remaining condominium unit, the Redeveloper shall deliver a post completion independent audit that fully sets forth the actual costs, sales proceeds and profits in such detail as to identify the financial return to the Redeveloper as a result of undertaking and completing the Project..

ARTICLE VII
COMPLIANCE WITH LAWS

Redeveloper shall comply with all laws, statues, ordinances, regulations and other requirements of any governmental authority ("Legal Requirements") to the extent such compliance is required to satisfy any and all provisions of this Redevelopment Agreement.

ARTICLE VIII
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ARTICLE IX
MAINTENANCE OF PROJECT SITE

SECTION 9.1 Maintenance/Repairs: (a) 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 do or 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 9.2 Neighborhood Impacts. The Redeveloper shall take all steps that are reasonably necessary in order to minimize any potential negative effects that the construction of the Project and/or use of the Project Site may produce on the surrounding neighborhoods, including, but not limited to steps to minimize: (a) the traffic effects both during the construction of the Project and after its completion; (b) the migration of rodents, insects or other animals from the Project Site during the construction of the Project; and (c) the passage of excessive or unwarranted illumination, noise or pollution into the surrounding communities.

SECTION 9.3 Signage: Redeveloper, at its expense, may install signs for its use of the Project Site of such size, design, character, number and location as Hoboken 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. The erection and maintenance of such signs shall be in compliance with all applicable laws and ordinances.

ARTICLE X
UNCONTROLLABLE CIRCUMSTANCE

Uncontrollable Circumstance means 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 to this Agreement; provided however that such act, event or condition shall be beyond the reasonable control of the party relying

thereon as justification for not performing an obligation or complying 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 Hoboken with jurisdiction within the City, 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 thereon and that neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as 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 essential to 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 the 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 thereon and that neither the

contesting 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 as 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 Site.

The parties hereto acknowledge that the acts, events or conditions set forth in paragraphs (a) through (e) above are intended to be the only acts, events or conditions which may (upon satisfaction of the conditions specified above) constitute an Uncontrollable Circumstance.

ARTICLE XI
ENVIRONMENTAL MATTERS

SECTION 11.1 Environmental Responsibilities

11.1 Redeveloper Environmental Obligation. Redeveloper agrees and specifically assumes, at its sole expense, any and all responsibility for the investigation and remediation of all environmental conditions at on, under or migrating to or from the Project Site as may be required by applicable environmental laws and regulations. Redeveloper also agrees to obtain all environmental approvals for the remediation of the Project Site.

11.2 Environmental Indemnification. (a) Redeveloper covenants and agrees, at its sole expense, to pay and 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, without limiting the generality of the foregoing, the cost of any required investigation and remediation of any environmental conditions, natural resource damages and the cost of attorneys' fees) which may arise or be sustained as the result of

any environmental conditions or damages at, on, under or migrating to or from the Property, to the extent any such liability attaches to the City Indemnified Parties as a result of this Agreement or the prior activities of the City at or relating to the Project Site or any third party or as a result of activities performed by the Redeveloper or its contractors pursuant to this Agreement, including without limitation claims against the City Indemnified Parties by any third party. (b) 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 give prompt notice of such situation to the Redeveloper. Failure to give 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 resist and defend any action or proceeding on behalf of the City Indemnified Parties, including the employment of counsel reasonably acceptable to the City Indemnified Parties, the payment of all expenses and the right to negotiate and consent to 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. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Redeveloper in any such action, the Redeveloper agrees to indemnify and hold harmless the City Indemnified Parties from and against any loss or liability by reason of such settlement or judgment for which the City Indemnified Parties are entitled to indemnification hereunder. This indemnity shall survive the termination of this Agreement.

SECTION 11.3 Maintenance of Project Site. Redeveloper shall at all times maintain the Project Site in a safe and lawful condition. Redeveloper shall not cause any release or discharge of any contaminants or hazardous substances at the Project Site.

ARTICLE XII
INSURANCE

Section 12.1 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 12.2 Insurance Required.

(a) Prior to commencement of construction by Redeveloper, Redeveloper shall furnish or shall cause to be furnished, to City of Hoboken, certificates of Commercial General Liability Insurance, insuring Redeveloper against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury in the Project Site or related to the construction thereon, including claims made by subcontractor personnel. Such insurance shall include Blanket Contractual Liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customarily covered losses, however occasioned, occurring during the policy term, and shall be endorsed to add the City Indemnified Parties as additional insureds and to provide that such coverage shall be primary and that any insurance maintained by City of Hoboken shall be excess insurance only. Such insurance shall be endorsed with a waiver of subrogation clause for the City of Hoboken.

(b) Builder's Risk Insurance for the benefit of Redeveloper (subject to the interests of any Holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief.

(c) Redeveloper shall also furnish or cause to be furnished to City of Hoboken evidence satisfactory to City of Hoboken that Redeveloper and any contractor with whom it has contracted for the construction of the Project carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for the City of Hoboken.

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

(e) All insurance policies required by this section shall be obtained from insurance companies licensed 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. All insurance policies required hereunder shall be kept in force for each structure developed and constructed until a Certificate of Completion for the relevant structure(s) is issued (other than Builder's Risk insurance which shall be maintained until a Certificate of Occupancy has been issued).

(f) All insurance policies required by this Section shall be nonassessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City of Hoboken, (ii) the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to City of Hoboken, and (iii) City of Hoboken shall not be liable for any premiums or assessments. All such insurance shall have commercially reasonable deductibility limits.

(g) And as further set forth on Exhibit E.

ARTICLE XIII
DEFAULT AND TERMINATION

SECTION 13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder, unless such event results from the occurrence of an Uncontrollable Circumstance (in which case such Uncontrollable Circumstance shall excuse performance only to the extent such Uncontrollable Circumstance prohibits such

performance) or Hoboken Fault (in the case of an alleged Event of Default of the Redeveloper) or Redeveloper Fault (in the case of an alleged Event of Default of Hoboken):

(a) Failure of the Redeveloper or Hoboken to observe and perform any covenant, condition or agreement in this Agreement and (i) continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied ("Default Notice"); provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such Default Notice has been received by the Defaulting Party, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same and the default is fully remedied not later than ninety (90) days after receipt of the Default Notice by the defaulting party.

(b) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed after a period of sixty (60) consecutive days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued un-stayed and in effect for any period of sixty (60) consecutive days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper shall fail to satisfy its obligations with respect to the timely construction of the Project in accordance with this Agreement, final site plan approval, and/or the Project Schedule, or shall abandon or substantially suspend construction work, and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) days after receipt of the Default Notice from Hoboken; provided, however, if the failure, abandonment, or suspension cannot be completely cured, ended or remedied within the thirty (30) days after such Default Notice has been received by Redeveloper, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same and the failure, abandonment or suspension is fully cured, ended or remedied not later than ninety (90) days after receipt of the Default Notice by Redeveloper.

(d) The Redeveloper or its successor in interest shall (i) fail to pay any real estate taxes or assessments on the Project Site or any part thereof when due, or (ii) place thereon any encumbrance or lien unauthorized by this Agreement, or (iii) suffer any levy or attachment not permitted pursuant to this Agreement to be made, or any material men's or construction lien, or any other unauthorized encumbrance or lien to attach and, within sixty (60) days after written demand by Hoboken to do so, such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to Hoboken made for such payment, removal, or discharge, including but not limited to the provision of a surety bond satisfactory to Hoboken.

(e) The Redeveloper shall implement a Transfer in violation of this Agreement.

SECTION 13.2 <u>Remedies Upon Events of Default After Redeveloper's Closing of Title to Project Site.</u>

(a) Termination or Institution of Lawsuit. In the event of an Event of Default by any party hereto, the non-defaulting party may terminate this Agreement and/or may institute whatever action, at law or in equity, it may deem desirable, including the seeking of damages.

(b) Additional Remedies in the Event of Default. In the event of an Event of Default, in addition to the right to terminate the Agreement, Hoboken may implement any or all of the following remedies:

(i) Suspension of cooperation with Redeveloper pursuant to the terms of this Agreement;

(ii) Suspension of the review and/or approval process of any application or submission related to Governmental Approvals.

(c) Additional Remedies of Hoboken in the Event of Termination of the Agreement. In the event that this Agreement is terminated by Hoboken, the Redeveloper's designation as the redeveloper of the Project Site shall in that event automatically terminate, Redeveloper shall immediately pay to Hoboken all outstanding Hoboken Costs and Redeveloper shall indemnify and hold Hoboken harmless from and against any costs, fess, fines, penalties and/or damages incurred by or imposed upon Hoboken in connection with the same. The Redeveloper shall also pay over to Hoboken all of the costs and/or damages (including reasonable counsel fees) incurred by Hoboken on account of the default of the Redeveloper. Hoboken shall have the right to apply to the aforementioned costs or damages incurred by Hoboken as aforesaid, any funds of the Redeveloper in the hands of Hoboken at the time of such default and termination.

(d) Replacement of the Redeveloper. Upon termination of this Agreement due to Default by Redeveloper, Hoboken shall, pursuant to its responsibilities under state law, use reasonable efforts to designate a replacement developer for the Project Site. Such replacement developer shall be designated as soon and in such manner as Hoboken shall find feasible and consistent with the objectives of State law and of the Redevelopment Plan, and Hoboken may convey the Project Site to a qualified and responsible party or parties as determined by Hoboken, who will assume the obligation of completing the Project or such other improvements in its stead as shall be satisfactory to Hoboken and in accordance with the uses specified in this Agreement. The Redeveloper shall deliver to such replacement developer assignments of all other rights and agreements pertaining to the Project. Nothing herein shall prevent Hoboken or other governmental entity from performing the functions of a replacement developer.

SECTION 13.3 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 the aggrieved party of such rights 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 while it is still possible to resolve the problems created by the default involved. Nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the defaulting party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

SECTION 13.4 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, 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 default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SECTION 13.5 Failure or Delay. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE XIV
TERMINATION

SECTION 14.1 Termination Rights of Hoboken. This Agreement shall terminate upon notice by Hoboken to the Redeveloper, notwithstanding the occurrence of an Uncontrollable Circumstance (whether or not continuing) and/or an Event of Default by Redeveloper if:

(a) Within Six (6) months of the dates set forth on Exhibit A, Redeveloper fails to submit complete applications (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 date set forth on Exhibit A; or

(c) Notwithstanding the timely issuance of all required Governmental Approvals, Redeveloper fails to Complete Construction of the Project within Thirty Six (36) months of the date set forth on Exhibit A.

In the event that this Agreement is terminated by Hoboken pursuant to this Article, the Redeveloper's designation as the redeveloper of the Project Site shall in that event automatically terminate and Hoboken may pursue any remedies under this Agreement or at law.

Nothing in this Article shall prevent Hoboken or Redeveloper from declaring that an Event of Default by Redeveloper or Hoboken, as the case may be, has occurred or from pursuing any of its other remedies hereunder.

ARTICLE XV
WAIVERS

SECTION 15.1 Jury Trial. It is mutually agreed by and between Hoboken and Redeveloper that the respective parties hereby shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Hoboken and Redeveloper, Redeveloper's use or occupancy of the Project Site and/or any claim of injury or damage.

SECTION 15.2 Limited Aspect of Specific Waiver. A wavier by each party of any breach by the other party of any of the terms of this Agreement shall be limited to the particular instance and shall not operate or be deemed as a waiver of any future breaches of said terms; and the failure of wither party to enforce any term of this Agreement, by reason of its breach by the other party, after notice had, shall not be deemed to void or affect the right of that party to enforce the same term hereof on the occasion of such subsequent breach or default.

SECTION15.3 Waivers in Writing. No provision of this Agreement shall be deemed to have been waived by unless such waiver is in writing signed by the waiving party.

ARTICLE XVI
NOTICES

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

CITY OF HOBOKEN:

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

With a copy to: Mark A. Tabakin, Esq.
Corporation Counsel of the City of Hoboken
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 420-2057

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

Redeveloper: P&D Hoboken, LLC
834 Bloomfield Street
Bloomfield, New Jersey 07030

With a copy to: Robert C. Matule, Esq.
70 Hudson Street
Hoboken, New Jersey 07030
(201) 659-0403

ARTICLE XVII

BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties hereto, but subject to the provisions of Article XIV hereof.

ARTICLE XVIII

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ARTICLE XIX
CERTIFICATE OF COMPLETION

The completion of the Project shall be evidenced by a certificate ("Certificate of Completion") in recordable form issued by the City. The Certificate of Completion shall state, as to the applicable portion of the project, that (i) the City accepts the terms of a written certification of a duly authorized officer of Redeveloper stating that (a) the Project Improvements have been completed and all labor, services, materials and supplies used in connection thereto have been paid for (or, if disputed, bonded for), and (b) Redeveloper has performed all of its duties and obligations under this Agreement; and (ii) the City accepts the certification of an architect that the Project or applicable portion thereof has been completed.

The Certificate of Completion shall constitute a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct the Project or applicable portion thereof within the dates for the commencement and completion of same. Upon issuance of the Certificate of Completion, the conditions determined to exist at all applicable portions of the Project, at the time the Project Site was determined to be an area in need of redevelopment shall be deemed to no longer exist and the land and improvements within the applicable portions of the Project Site 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. Upon resolution of the open issues, Redeveloper shall be entitled to receive a Certificate of Completion.

ARTICLE XX
MISCELLANEOUS

SECTION 20.1 Non-Liability of Officials and Employees of Hoboken. No member, official, employee or consultant of Hoboken shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by Hoboken, 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 20.2 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 Hoboken, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to Hoboken, or its successor, on any obligation under the terms of this Agreement.

SECTION 20.3 Approvals by Hoboken and the Redeveloper. Wherever this Agreement requires the approval of Hoboken or the Redeveloper, or any officers, agents or employees of either party, such approval shall not be unreasonably withheld, and approval or disapproval shall be given within the time set forth in the Project Schedule, or, if no time is given, within a reasonable time.

SECTION 20.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

SECTION 20.5 Exhibits. All Exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

SECTION 20.6 Time of the Essence. Adherence to the Project Schedule is of the essence to this Agreement.

SECTION 20.7 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 20.8 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 Lease, nor in any way affect this Agreement.

SECTION 20.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 20.10 Relationship of Parties. Nothing contained in this Agreement shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto, other than the relationship of Hoboken and Redeveloper.

SECTION 20.11 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 20.12 Governing Law. Without regard to principals of conflicts of laws, the internal laws of the State of New Jersey shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

ARTICLE XXI
PROHIBITION AGAINST CONFLICT OF INTEREST

SECTION 21.1 Prohibition Against Conflicts of Interest. No commissioner or employee of Hoboken has or will acquire any interest, direct or indirect, in this redevelopment project or in any property included or planned to be included in this project, or has or will 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, in accordance with the requirements of the Local Redevelopment and Housing Law, at N.J.S.A. 40A:12A-11(c)

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

P&D HOBOKEN LLC

Attest:

_____ By: _____

Thomas Pintak
Member

CITY OF HOBOKEN

Attest:

_____ By: _____

Dawn Zimmer
Mayor, City of Hoboken

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

I CERTIFY that on _____ _____, 2010, personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, is the Member of P&D Hoboken, LLC, a ---------- Limited Liability Company, 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 Liability Company.

_____

, Secretary

Signed and sworn to before me
on _____, 2010.

_____

Notary Public

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

I CERTIFY that on _____ _____, 2010, 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 _____, 2010.

_____
Notary Public

EXHIBIT A

PROJECT SCHEDULE

EVENT	COMPLETION DATE
Filing of Pre-Application to Director of Community Affairs for Consistency Determination	One Month from Effective Date
Filing of Complete Application for Preliminary Municipal Site Plan Approval	Later of Two Months from Effective Date or Thirty Days after Favorable Consistency Determination
Closing of Title to Project Site	One Month from Obtaining All Government Approvals
Filing of Application for Building Permit	Two Month from Obtaining All Government Approvals
Demolition and Commencement of Construction	Three Month from Obtaining All Government Approvals
Completion of Construction	Seventeen Months from Obtaining All Government Approvals
Filing of Application for Certificate of Occupancy	Eighteen Months from Obtaining All Government Approvals
Completion of the Project	Twenty Months from Obtaining All Governmental Approvals

EXHIBIT B

NORTHWEST REDEVELOPMENT PLAN

Introduced By:_____

Seconded By:_____

City of Hoboken

Resolution Number ____

RESOLUTION TO APPROVE REFUNDS OF PAYMENTS FOR HANDICAP PARKING ZONE

WHEREAS, The Subcommittee for Handicap Parking denied approval of the applications submitted by Midgalia Velez; and

WHEREAS, Ms. Velez provided the application fee in the amount of $125.00, which the City Code requires refunding of in the event of denial of an application.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that warrants be drawn on the City Treasury to the order of the following sum opposite the name as reimbursement for handicap parking fees:

NAME	ADDRESS	AMOUNT
Migdalia Velez	320 Marshall Drive, Apt. 5F	$125.00

Reviewed:

_____

Arch Liston, Business Administrator

Approved as to Form:

_____

Mark A. Tabakin, Corporation Counsel

Meeting Date: August 24, 2011

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN (ON BEHALF OF THE GENERAL PUBLIC) AS LICENSOR AND THE OWNER OF BLOCK 238 LOT 2 FOR USE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO BLOCK 238 LOT 2

WHEREAS, the City of Hoboken (on behalf of the General Public) owns and maintains 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 Hudson Street in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the City of Hoboken requires property owners to maintain said public right of way adjacent to their property; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right of way to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the City of Hoboken, by ordinance, provides for the issuance of Licenses for the aforementioned purpose, renewable at five (5) year intervals, under the terms set forth in Chapter 168 of the municipal code; and

WHEREAS, the City of Hoboken (on behalf of the General Public) desires to grant to Anna Mae Cashin, owner of Block 238 Lot 2, more commonly known as 905 Hudson Street, 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 (on behalf of the General Public) and Anna Mae Cashin, owner of Block 238 Lot 2, shall be subject and limited to Exhibit "A" (attached thereto);
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.

Approved:

_____
Arch Liston, Business Administrator

Approved as to Form:

_____
Mark A. Tabakin, Corporation Counsel

Date: August 24, 2011

LICENSE AGREEMENT

This **RENEWABLE REVOKABLE LICENSE AGREEMENT** is hereby made and entered into this **_____ day** of **_____, 2011**, 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 **ANNA MAE CASHIN**, whose address is 905 Hudson Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSEE"**)

WITNESSETH

WHEREAS, the LICENSOR owns and maintains 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 Hudson Street in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of reconstructing and maintaining an entry porch, stairs, landing, retaining wall, planting bed and driveway along the Hudson Street frontage of the building; and

WHEREAS, in consideration of the License, the LICENSEE shall maintain the entry porch, stairs, landing, retaining wall, planting bed and driveway in good repair and order 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 and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, 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 in Exhibit "A" (License Area) to erect, improve, and maintain an entry porch, stairs, landing, retaining wall, planting bed and driveway; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.

2) This License is granted for a primary term of 5 years from the date first written above and shall continue in full force and effect thereafter for additional 5 year terms unless either party shall give notice of its intent not to renew for an additional term at least 90 days prior to the expiration of the term. This license may be terminated by LICENSOR or LICENSEE without cause on 90 day written notice, and may be terminated on 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public. This license shall cease in the event the LICENSEE no longer holds title to the property known as Block 68 Lot 25. Upon transfer of title to the property, the LICENSEE is solely responsible for notifying the buyer(s) of the need to renew.

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 approval by 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.

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.

8) Upon termination of this License Agreement, or any renewals of same, 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.

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

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 _____, 2011.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Kenneth O'Neill, owner in fee of Block 238 Lot 2, more commonly known as 905 Hudson Street, Hoboken, NJ.

Signed: _____ Anna Mae Cashin, Owner

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2011.

Notary Public: _____
(Signature of Notary Public)

EXHIBIT A

Description of License Premises

See Attached Metes and Bounds Summary and Architectural Rendering
Two (2) Pages

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN (ON BEHALF OF THE GENERAL PUBLIC) AS LICENSOR AND THE OWNER OF BLOCK 68 LOT 25 FOR USE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO BLOCK 68 LOT 25

WHEREAS, the City of Hoboken (on behalf of the General Public) owns and maintains 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 Jefferson Street in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the City of Hoboken requires property owners to maintain said public right of way adjacent to their property; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right of way to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the City of Hoboken provides, by ordinance, for the issuance of Licenses for the aforementioned purpose, renewable at five (5) year intervals, under the terms set forth in Chapter 168 of the municipal code; and

WHEREAS, the City of Hoboken (on behalf of the General Public) desires to grant to Kenneth O'Neill, owner of Block 68 Lot 25, more commonly known as 514 Jefferson Street, a License for said purpose.

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 (on behalf of the General Public) and Kenneth O'Neill, owner of Block 68 Lot 25, shall be subject and limited to Exhibit "A" (attached thereto);
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.

Approved:

_____
Arch Liston, Business Administrator

Approved as to Form:

_____
Mark A. Tabakin, Corporation Counsel

Date: August 24, 2011

LICENSE AGREEMENT

This **RENEWABLE REVOKABLE LICENSE AGREEMENT** is hereby made and entered into this **_____ day** of **_____**, **2011**, 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 **KENNETH O'NEILL**, whose address is 514 Jefferson Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSEE"**)

WITNESSETH

WHEREAS, the LICENSOR owns and maintains 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 Jefferson Street in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of erecting and maintaining an entry stoop, and basement areaway along the Jefferson Street frontage of the building; and

WHEREAS, in consideration of the License, the LICENSEE shall maintain the stoop, and areaway in good repair and order 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 and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, 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 in Exhibit "A" (License Area) to erect, improve, and maintain a stoop, and basement areaway; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.

2) This License is granted for a primary term of 5 years from the date first written above and shall continue in full force and effect thereafter for additional 5 year terms unless either party shall give notice of its intent not to renew for an additional term at least 90 days prior to the expiration of the term. This license may be terminated by LICENSOR or LICENSEE without cause on 90 day written notice, and may be terminated on 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public. This license shall cease in the event the LICENSEE no longer holds title to the property known as Block 68 Lot 25. Upon transfer of title to the property, the LICENSEE is solely responsible for notifying the buyer(s) of the need to renew.

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 approval by the LICENSEE.

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

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

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.

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.

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

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 _____, 2011.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Kenneth O'Neill, owner in fee of Block 68 Lot 25, more commonly known as 514 Jefferson Street, Hoboken, NJ.

Signed: _____ Kenneth O'Neill, Owner

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2011.

Notary Public: _____
(Signature of Notary Public)

EXHIBIT A

Description of License Premises

See Attached Survey and architectural rendering of plan and front elevation

Introduced by:_____
Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION AWARDS A CONTRACT TO TILCON NEW YORK, INC. FOR IMPROVEMENTS TO VARIOUS STREETS FOR THE CITY OF HOBOKEN IN ACCORDANCE WITH THE BASE BID AND ALTERNATE BID A OF THE SPECIFICATIONS IN BID NUMBER 11-10 IN THE AMOUNT OF THREE HUNDRED NINETY FOUR THOUSAND ONE HUNDRED FIFTY DOLLARS AND FIFTY CENTS ($394,150.50).

WHEREAS, proposals were received on 21 July 2011 for improvements to various streets for the City of Hoboken, as specified in Bid Number 11-10; and,

WHEREAS, four (3) proposals were received in good stead, the three (3) proposals being:

VENDOR	Base Bid	Alternate A	Alternate B	Alternate C
Tilcon New York, Inc. 625 Mt. Hope Road Wharton, New Jersey 07885	$344,832.30	$49,318.20	$187,097.80	$150,957.30
		TOTAL OF ALL OPTIONS: $732,205.60		
English Paving Company 650 Route 46 West Clifton, New Jersey 07013	$364,899.26	$46,929.52	$181,888.70	$144,251.63
		TOTAL OF ALL OPTIONS: $737,969.11		
A.J.M. Contractors, Inc. 300 Kuller Road Clifton, New Jersey 07011	$389,647.50	$53,188.00	$194,874.00	$150,575.00
		TOTAL OF ALL OPTIONS: $788,284.50		

WHEREAS, Tilcon New York, Inc. submitted the lowest, responsible, bid for the base bid plus alternate A, and Boswell Engineering has recommended awarding a contract to **Tilcon New York, Inc.**; and,

WHEREAS, Tilcon New York, Inc. is required to provide the required performance bond prior to the City executing the contract as contemplated herein; and,

WHEREAS, the City of Hoboken has funds available for the within purpose.

NOW THEREFORE BE IT RESOLVED as follows:

A. This resolution awards a contract to **Tilcon New York, Inc.** in an amount not to exceed **Three Hundred Ninety Four Thousand One Hundred Fifty Dollars and Fifty Cents ($394,150.50)**, for the provision of the improvements to various streets as outlined in Bid

No. 11-10 under the base bid and alternate A of the specifications set forth therein; and,

B. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with Tilcon New York, Inc. as described herein; and,

C. This resolution shall take effect immediately upon passage.

Meeting of: August 24, 2011

APPROVED: **APPROVED AS TO FORM:**

_____ _____

Arch Liston, Business Administrator **Mark A. Tabakin, Corporation Counsel**

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF AVAILABILITY OF FUNDS FOR CONTRACT AWARDS

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that three hundred ninety four thousand one hundred fifty dollars and fifty cents ($394,150.50) is available in the following appropriations:

These funds, the amount within the CY 2011 budget, are sufficient to meet the contractual commitment providing for:

Improvements to Various Streets (Bid No. 11-10)

and awarded to the following vendor:

Tilcon New York, Inc.
625 Mt. Hope Road
Wharton, New Jersey 07885

I further certify that this commitment, together with all previously made commitments, does not exceed the appropriation balance available for this purpose.

Chief Financial Officer: _____

Dated: _____

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 8, 2011

Arch Liston
City Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Bid No.11-10 Improvements to Various Streets
City of Hoboken
Hudson County, New Jersey
Our File No. HO-449

Dear Mr. Liston:

On July 21, 2011, the City received three (3) bids for the *Improvements to Various Streets* project. As you are aware, the construction costs for this project are being funded by the New Jersey Department of Transportation (NJDOT) and the City of Hoboken. The following is a summary of the three (3) bids.

Bidder	**Bid Amount**	
Tilcon New York, Inc.	$344,832.30	Total Base Bid Price
625 Mt. Hope Road	$49,318.20	Total Alternate Bid A
Wharton, New Jersey 07885	$187,097.80	Total Alternate Bid B
	$150,957.30	Total Alternate Bid C
English Paving Company	$364,899.26	Total Base Bid Price
650 Route 46 West	$46,929.52	Total Alternate Bid A
Clifton, New Jersey 07013	$181,888.70	Total Alternate Bid B
	$144,251.63	Total Alternate Bid C
A.J.M. Contractors, Inc.	$389,647.50	Total Base Bid Price
300 Kuller Road	$53,188.00	Total Alternate Bid A
Clifton, New Jersey 07011	$194,874.00	Total Alternate Bid B
	$150,575.00	Total Alternate Bid C

A summary of all bids received is attached, as well as a tabulation of unit costs for all three bidders. Boswell Engineering reviewed all bid documentation submitted by the three bidders and provides the following comments.

Bid Documentation

Tilcon New York, Inc.

Tilcon New York, Inc. appears to have a complete submission.

English Paving Company

English Paving Company appears to have a complete submission.

A.J.M. Contractors, Inc.

A.J.M. Contractors, Inc appears to have a complete submission.

Low Bid

Tilcon New York, Inc. submitted the apparent lowest responsible Total Bid (Base + Alt. "A"+ Alt. "B" + Alt. "C") in the amount of $732,205.60 as well as the lowest responsible Base Bid in the amount of $344,832.30.

Recommendation

It is our understanding that the City of Hoboken has adequate funding to award both the Base Bid and Alternate "A" for this project. Therefore, Boswell McClave Engineering recommends that this contract be awarded to Tilcon New York, Inc. in the amount of $394,150.50.

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Please do not hesitate to contact the undersigned with any questions.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Rebecca E. Mejia, P.E.
City Engineer Representative

REM/ajf
Attachment
cc: Corporation Counsel, City of Hoboken
Ian Sacs, Director of Transportation and Parking

110722REML1 Bid Recommendation

BOSWELL
EST. 1924
ENGINEERING

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
BID NO. 11-10 IMPROVEMENTS TO VARIOUS STREETS
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-449

BID DATE: July 21, 2011 **TIME: 11:00 a.m.**

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	Tilcon New York, Inc 625 Mt. Hope Road Wharton, NJ 07885 973-659-3706 Tel 973-366-8501 Fax		English Paving Company 650 Route 46 West Clifton, NJ 07013 973-928-2500 Tel 973-928-2501 Fax		A.J.M. Contractors, Inc. 300 Kuller Road Clifton, NJ 07011 973-772-9292 Tel 973-772-9222 Fax					
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID												
1	Breakaway Barricade	UNIT	25	$ 1.00	$ 25.00	$ 0.01	$ 0.25	$ 10.00	$ 250.00	$ -	$ -	$ -	$ -
2	Drum	UNIT	50	$ 1.00	$ 50.00	$ 0.01	$ 0.50	$ 25.00	$ 1,250.00	$ -	$ -	$ -	$ -
3	Traffic Cone	UNIT	75	$ 1.00	$ 75.00	$ 0.01	$ 0.75	$ 8.00	$ 600.00	$ -	$ -	$ -	$ -
4	Construction Signs	S.F.	200	$ 1.00	$ 200.00	$ 0.01	$ 2.00	$ 12.00	$ 2,400.00	$ -	$ -	$ -	$ -
5	Allowance for Police Traffic Directors	Allow	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
6	Fuel Price Adjustment	L.S.	1	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
7	Asphalt Price Adjustment	L.S.	1	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00
8	HMA Milling, 3" Or Less	S.Y.	12,600	$ 3.25	$ 40,950.00	$ 2.87	$ 36,162.00	$ 3.00	$ 37,800.00	$ -	$ -	$ -	$ -
9	Hot Mix Asphalt Pavement Repair	S.Y.	500	$ 25.00	$ 12,500.00	$ 20.00	$ 10,000.00	$ 25.00	$ 12,500.00	$ -	$ -	$ -	$ -
10	Hot Mix Asphalt 12.5M64 Surface Course	Ton	1,850	$ 76.00	$ 140,600.00	$ 77.86	$ 144,041.00	$ 70.00	$ 129,500.00	$ -	$ -	$ -	$ -
11	Reset Existing Casting	UNIT	76	$ 100.00	$ 7,600.00	$ 0.01	$ 0.76	$ 175.00	$ 13,300.00	$ -	$ -	$ -	$ -
12	Curb Piece	UNIT	14	$ 350.00	$ 4,900.00	$ 280.00	$ 3,920.00	$ 250.00	$ 3,500.00	$ -	$ -	$ -	$ -
13	Bicycle Safe Grate	UNIT	1	$ 350.00	$ 350.00	$ 200.00	$ 200.00	$ 300.00	$ 300.00	$ -	$ -	$ -	$ -
14	Inlet, Type A	UNIT	3	$ 2,500.00	$ 7,500.00	$ 2,400.00	$ 7,200.00	$ 2,500.00	$ 7,500.00	$ -	$ -	$ -	$ -
15	Concrete Sidewalk, 4" Thick	S.Y.	650	$ 51.00	$ 33,150.00	$ 49.65	$ 32,272.50	$ 60.00	$ 39,000.00	$ -	$ -	$ -	$ -
16	Brick Paver Sidewalk	S.Y.	100	$ 79.00	$ 7,900.00	$ 145.65	$ 14,565.00	$ 100.00	$ 10,000.00	$ -	$ -	$ -	$ -
17	Reset Brick Paver	S.Y.	270	$ 58.00	$ 15,660.00	$ 35.00	$ 9,450.00	$ 60.00	$ 16,200.00	$ -	$ -	$ -	$ -
18	Concrete Driveway, 6" Thick	S.Y.	50	$ 51.00	$ 2,550.00	$ 58.30	$ 2,915.00	$ 75.00	$ 3,750.00	$ -	$ -	$ -	$ -
19	Detectable Warning Surface	S.Y.	33.3	$ 231.00	$ 7,692.30	$ 180.00	$ 5,994.00	$ 175.00	$ 5,827.50	$ -	$ -	$ -	$ -
20	9" x 18" Concrete Vertical Curb	L.F.	850	$ 17.00	$ 14,450.00	$ 22.18	$ 18,853.00	$ 28.00	$ 23,800.00	$ -	$ -	$ -	$ -
21	Granite Curb	L.F.	300	$ 19.00	$ 5,700.00	$ 118.60	$ 35,580.00	$ 70.00	$ 21,000.00	$ -	$ -	$ -	$ -
22	Traffic Stripes, Long-Life, Epoxy Resin 4"	L.F.	3,800	$ 0.60	$ 2,280.00	$ 0.60	$ 2,280.00	$ 0.65	$ 2,470.00	$ -	$ -	$ -	$ -
23	Traffic Markongs, Thermoplastic	S,F,	4,250	$ 4.00	$ 17,000.00	$ 2.25	$ 9,562.50	$ 2.40	$ 10,200.00	$ -	$ -	$ -	$ -
24	Regulatory and Warning Sign	S.F.	160	$ 45.00	$ 7,200.00	$ 27.50	$ 4,400.00	$ 50.00	$ 8,000.00	$ -	$ -	$ -	$ -
25	Clearing Site	L.S.	1	$ 5,000.00	$ 5,000.00	$ 16,000.00	$ 16,000.00	$ 29,000.00	$ 29,000.00	$ -	$ -	$ -	$ -
26	No Item			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27	No Item			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Base Bid Items 1 thru 27					**$ 344,832.30**		**$ 364,899.26**		**$ 389,647.50**		**$ 11,500.00**		**$ 11,500.00**
	Alternate Bid A												
5A	Allowance for Police Traffic Directors	Allow	1	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
8A	HMA Milling, 3" or Less	S.Y.	1,200	$ 3.25	$ 3,900.00	$ 2.87	$ 3,444.00	$ 4.00	$ 4,800.00		$ -		$ -
9A	Hot Mix Asphalt Pavement Repair	S.Y.	50	$ 25.00	$ 1,250.00	$ 20.00	$ 1,000.00	$ 25.00	$ 1,250.00	$ -	$ -	$ -	$ -
10A	Hot Mix Asphalt 12,5M64 Surface Course	TON	170	$ 76.00	$ 12,920.00	$ 83.82	$ 14,249.40	$ 75.00	$ 12,750.00	$ -	$ -	$ -	$ -
11A	Reset Existing Casting	UNIT	7	$ 100.00	$ 700.00	$ 0.01	$ 0.07	$ 170.00	$ 1,190.00	$ -	$ -	$ -	$ -
12A	Curb Piece	UNIT	2	$ 350.00	$ 700.00	$ 280.00	$ 560.00	$ 250.00	$ 500.00	$ -	$ -	$ -	$ -
13A	Bicycle Safe Grate	UNIT	5	$ 350.00	$ 1,750.00	$ 200.00	$ 1,000.00	$ 300.00	$ 1,500.00	$ -	$ -	$ -	$ -
14A	Inlet, Type A	UNIT	2	$ 2,500.00	$ 5,000.00	$ 2,400.00	$ 4,800.00	$ 2,400.00	$ 4,800.00	$ -	$ -	$ -	$ -
15A	Concrete Sidewalk, 4" Thick	S.Y.	85	$ 51.00	$ 4,335.00	$ 49.65	$ 4,220.25	$ 70.00	$ 5,950.00	$ -	$ -	$ -	$ -
16A	Brick Paver Sidewalk	S.Y.	30	$ 58.00	$ 1,740.00	$ 145.65	$ 4,369.50	$ 100.00	$ 3,000.00	$ -	$ -	$ -	$ -
17A	Reset Brick Paver	S.Y.	70	$ 79.00	$ 5,530.00	$ 35.00	$ 2,450.00	$ 60.00	$ 4,200.00	$ -	$ -	$ -	$ -
19A	Detectable Warning Surface	S.Y.	7.2	$ 231.00	$ 1,663.20	$ 180.00	$ 1,296.00	$ 175.00	$ 1,260.00	$ -	$ -	$ -	$ -
20A	9" x 18" Concrete Vertical Curb	L.F.	210.0	$ 17.00	$ 3,570.00	$ 22.18	$ 4,657.80	$ 28.00	$ 5,880.00	$ -	$ -	$ -	$ -
23A	Traffic Markings, Thermoplastic	S.F.	670.0	$ 3.00	$ 2,010.00	$ 2.25	$ 1,507.50	$ 2.40	$ 1,608.00	$ -	$ -	$ -	$ -
24A	Regulatory and Warning Sign	S.F.	50	$ 45.00	$ 2,250.00	$ 27.50	$ 1,375.00	$ 50.00	$ 2,500.00	$ -	$ -	$ -	$ -
Total Alternate Bid A, Items 5A, 8A-17A, 19A, 20A, 23A, 24A					**$ 49,318.20**		**$ 46,929.52**		**$ 53,188.00**		**$ 2,000.00**		**$ 2,000.00**

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
BID NO. 11-10 IMPROVEMENTS TO VARIOUS STREETS
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-449

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
BID NO. 11-10 IMPROVEMENTS TO VARIOUS STREETS
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-449

				Tilcon New York, Inc 625 Mt. Hope Road Wharton, NJ 07885 973-659-3706 Tel 973-366-8501 Fax		English Paving Company 650 Route 46 West Clifton, NJ 07013 973-928-2500 Tel 973-928-2501 Fax		A.J.M. Contractors, Inc. 300 Kuller Road Clifton, NJ 07011 973-772-9292 Tel 973-772-9222 Fax					
	Alternate Bid B												
5B	Allowance for Police Traffic Directors	Allow	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
8B	HMA Milling, 3" or Less	S.Y.	5,900	$ 3.25	$ 19,175.00	$ 2.58	$ 15,222.00	$ 3.00	$ 17,700.00	$ -	$ -	$ -	$ -
9B	Hot Mix Asphalt Pavement Repair	S.Y.	200	$ 25.00	$ 5,000.00	$ 20.00	$ 4,000.00	$ 25.00	$ 5,000.00	$ -	$ -	$ -	$ -
10B	Hot Mix Asphalt 12.5M64 Surface Course	Ton	870	$ 76.00	$ 66,120.00	$ 81.25	$ 70,687.50	$ 72.00	$ 62,640.00	$ -	$ -	$ -	$ -
11B	Reset Existing Casting	UNIT	20	$ 100.00	$ 2,000.00	$ 0.01	$ 0.20	$ 175.00	$ 3,500.00	$ -	$ -	$ -	$ -
12B	Curb Piece	UNIT	7	$ 350.00	$ 2,450.00	$ 280.00	$ 1,960.00	$ 270.00	$ 1,890.00	$ -	$ -	$ -	$ -
14B	Inlet, Type A	UNIT	7	$ 2,500.00	$ 17,500.00	$ 2,400.00	$ 16,800.00	$ 2,400.00	$ 16,800.00	$ -	$ -	$ -	$ -
15B	Concrete Sidewalk, 4" Thick	S.Y.	440	$ 51.00	$ 22,440.00	$ 49.65	$ 21,846.00	$ 60.00	$ 26,400.00	$ -	$ -	$ -	$ -
17B	Reset Brick Paver	S.Y.	20	$ 79.00	$ 1,580.00	$ 35.00	$ 700.00	$ 65.00	$ 1,300.00	$ -	$ -	$ -	$ -
18B	Concrete Driveway, 6" Thick	S.Y.	40	$ 51.00	$ 2,040.00	$ 58.30	$ 2,332.00	$ 80.00	$ 3,200.00	$ -	$ -	$ -	$ -
19B	Detectable Warning Surface	S.Y.	28.8	$ 231.00	$ 6,652.80	$ 180.00	$ 5,184.00	$ 175.00	$ 5,040.00	$ -	$ -	$ -	$ -
20B	9" x 18" Concrete Vertical Curb	L.F.	900	$ 17.00	$ 15,300.00	$ 22.18	$ 19,962.00	$ 28.00	$ 25,200.00	$ -	$ -	$ -	$ -
22B	Traffic Stripes, Long-Life, Epoxy Resin 4'	L.F.	3,600	$ 0.60	$ 2,160.00	$ 0.60	$ 2,160.00	$ 0.60	$ 2,160.00	$ -	$ -	$ -	$ -
23B	Traffic Markings, Thermoplastic	S.F.	1,560	$ 3.00	$ 4,680.00	$ 2.25	$ 3,510.00	$ 2.40	$ 3,744.00	$ -	$ -	$ -	$ -
24B	Regulatory and Warning Sign	S.F.	150	$ 45.00	$ 6,750.00	$ 27.50	$ 4,125.00	$ 50.00	$ 7,500.00	$ -	$ -	$ -	$ -
26B	Inlet, Type B	UNIT	3	$ 2,750.00	$ 8,250.00	$ 2,800.00	$ 8,400.00	$ 2,600.00	$ 7,800.00	$ -	$ -	$ -	$ -
Total Alternate Bid B, Items 5B,8B-12B;14B,15B;17B-20B;22B-24B;26B					**$ 187,097.80**		**$ 181,888.70**		**$ 194,874.00**		**$ 5,000.00**		**$ 5,000.00**
	Alternate Bid C												
5C	Allowance for Police Traffic Directors	Allow	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
8C	HMA Milling, 3" Or Less	S.Y.	7,250	$ 3.25	$ 23,562.50	$ 2.87	$ 20,807.50	$ 3.00	$ 21,750.00	$ -	$ -	$ -	$ -
9C	Hot Mix Asphalt Pavement Repair	S.Y.	300	$ 25.00	$ 7,500.00	$ 20.00	$ 6,000.00	$ 25.00	$ 7,500.00	$ -	$ -	$ -	$ -
10C	Hot Mix Asphalt 12.5M64 Surface Course	Ton	1,050	$ 76.00	$ 79,800.00	$ 77.98	$ 81,879.00	$ 72.00	$ 75,600.00	$ -	$ -	$ -	$ -
11C	Reset Existing Casting	UNIT	23	$ 100.00	$ 2,300.00	$ 0.01	$ 0.23	$ 175.00	$ 4,025.00	$ -	$ -	$ -	$ -
12C	Curb Piece	UNIT	3	$ 350.00	$ 1,050.00	$ 280.00	$ 840.00	$ 270.00	$ 810.00	$ -	$ -	$ -	$ -
13C	Bicycle Safe Grate	UNIT	5	$ 350.00	$ 1,750.00	$ 200.00	$ 1,000.00	$ 300.00	$ 1,500.00	$ -	$ -	$ -	$ -
14C	Inlet, Type A	UNIT	1	$ 2,500.00	$ 2,500.00	$ 2,400.00	$ 2,400.00	$ 2,500.00	$ 2,500.00	$ -	$ -	$ -	$ -
15C	Concrete Sidewalk, 4" Thick	S.Y.	160	$ 51.00	$ 8,160.00	$ 49.65	$ 7,944.00	$ 65.00	$ 10,400.00	$ -	$ -	$ -	$ -
19C	Detectable Warning Surface	S.Y.	10.8	$ 231.00	$ 2,494.80	$ 180.00	$ 1,944.00	$ 175.00	$ 1,890.00	$ -	$ -	$ -	$ -
20C	9" x 18" Concrete Vertical Curb	L.F.	330	$ 17.00	$ 5,610.00	$ 22.18	$ 7,319.40	$ 29.00	$ 9,570.00	$ -	$ -	$ -	$ -
22C	Traffic Stripes, Long-Life, Epoxy Resin 4"	L.F.	3,800	$ 0.60	$ 2,280.00	$ 0.60	$ 2,280.00	$ 0.65	$ 2,470.00	$ -	$ -	$ -	$ -
23C	Traffic Markings, Thermoplastic	S.F.	650	$ 3.00	$ 1,950.00	$ 2.25	$ 1,462.50	$ 2.40	$ 1,560.00	$ -	$ -	$ -	$ -
24C	Regulatory and Warning Sign	S.F.	50	$ 45.00	$ 2,250.00	$ 27.50	$ 1,375.00	$ 50.00	$ 2,500.00	$ -	$ -	$ -	$ -
26C	Inlet, Type B	UNIT	1	$ 2,750.00	$ 2,750.00	$ 2,800.00	$ 2,800.00	$ 2,600.00	$ 2,600.00	$ -	$ -	$ -	$ -
27C	Reconstructed Inlet, Type B, Using New Casting	UNIT	1	$ 2,000.00	$ 2,000.00	$ 1,200.00	$ 1,200.00	$ 900.00	$ 900.00	$ -	$ -	$ -	$ -
Total Alternate Bid C, Items 5C, 8C-15C,19C,20C,22C-24C,26C,27C					**$ 150,957.30**		**$ 144,251.63**		**$ 150,575.00**		**$ 5,000.00**		**$ 5,000.00**
	Total Base Bid and Alternate Bids A,B,C				**$ 732,205.60**		**$ 737,969.11**		**$ 788,284.50**		**$ 23,500.00**		**$ 23,500.00**

* Denotes a Discrepancy in Amount

Sponsored by: _____

Seconded by: _____

City of Hoboken
Resolution No.:___

RESOLUTION <u>ACCEPTING</u> THE TERMS OF THE LOCAL 108 RWDSU, UFCW COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City Council of the City of Hoboken, in cooperation with the Mayor and her Administration, have spent considerable time negotiating a revised collective bargaining agreement with the Local 108 RWDSU, UFCW ("Local 108"); and,

WHEREAS, on July 20, 2011 the parties negotiated a revised collective bargaining agreement, ***attached hereto***, and the City Council is now called upon to either accept or reject the terms of the negotiated agreement.

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

1. The City Council hereby accepts the collective bargaining agreement, ***attached hereto***, as negotiated between the City and the Local 108; and,
2. The City Council hereby directs the Mayor and her Administration to notify Local 108 of this acceptance immediately.
3. The Mayor, her Administration and Labor Counsel are hereby authorized and directed to proceed to execute and finalize this agreement expeditiously.

MEETING: August 24, 2011

REVIEWED:

_____
Arch Liston
Business Administrator

APPROVED AS TO FORM:

_____
Mark A. Tabakin, Esq.
Corporation Counsel

AGREEMENT

BETWEEN

THE CITY OF HOBOKEN

(Part-time Workers)

AND

LOCAL 108 RWDSU, UFCW

January 1, 2011 through December 31, 2011

PREAMBLE

This Agreement effective this ___20_____ day of ___July, 2011_ entered into and between the City of Hoboken, New Jersey, in the county of Hudson, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City") and Local 109, RWDSU, UFCW (hereinafter referred to as the "Union") represents the complete and final understanding of all bargainable between the City and the Union and is designated to maintain and promote a harmonious relationship between the City and each of its employees who are covered by *Article 1, Recognition*, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1

RECOGNITION

In accordance with the election conducted by the New Jersey Public Employee Relations Commission, the City recognizes the Union as the exclusive collective negotiations agent for all part-time workers employed by the City of Hoboken, New Jersey.

ARTICLE II

DUES DEDUCTIONS

Section 1.A. The City agrees to deduct from the salaries of its employees, subject to this Agreement dues for the Union. Such deductions shall be made in accordance with Chapter 310, public laws of 1967, (N.J.S.A. 53:14-15, 9C), as amended. Such monies together with records of any collections shall be transmitted to the Union office by the thirtieth (30th) of each month following the monthly pay period in which the deductions were made.

Section 1.B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change, and shall furnish to the City either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of the changed deduction.

Section 1.C. The Union will provide the necessary "Check-Off Authorization" forms and the Union will secure the signature of its members on the forms and deliver the signed forms to the Director of Finance of the City.

Section 2.A. All employees in the Bargaining Unit who are not members of the Union shall be required to pay a representation fee in lieu of dues for services rendered by the Union.

Section 2.B The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, with a maximum limit of eighty-five percent (85%) of the regular membership dues, fees and assessments.

Section 2.C. The Union shall be entitled to the representation fee only if membership in the Union is available to all employees of the Bargaining Unit upon equal basis, and provided further, that nothing contained herein shall be deemed to require any employee to become a member of the Union.

Section 2.D. Payment of the representation fee shall be made to the Union during the term of the Collective Bargaining Agreement affecting such non-member employees and during the period, if any, between successor agreements, providing the employer shall deduct the representation fee from the wages or salaries of the non-member employee.

Section 2.E. The Union shall provide to the employer a list of membership dues, fees and assessments charged to its members and the cost of any benefits financed there from, which benefit members only; any change of this list must be reported to the employer within fifteen (15) days of such change.

Section 2 F. Dues will deducted automatically from an employee's paycheck on a bi-weekly basis and forwarded to the union via check from the Finance Department on or about the first day of each month.

ARTICLE III

FAIR SHARE ASSESSMENT

Section 3.A. Any new hire in this Unit who does make application for membership to the Union within thirty (30) days from the date of employment shall have deducted from his/her salary by the City eighty-five (85%) of the monthly Union dues. The City shall deduct the sum of eighty-five percent (85%) of the rate of Local 108 dues from each and every non-member of the Bargaining Unit represented by the Union.

All employees shall be entered into the New Jersey Public Employees Retirement System in accordance with New Jersey State Law.

ARTICLE IV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term "grievance" as used herein is defined as any controversy rising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by the individual, the Union, or the City. The Union ~~business representative~~ shop steward shall have the right to participate in all steps of the "grievance procedure" noted below.

C. Steps of the Grievance Procedure

The following constitutes a sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

STEP ONE (Conference Meeting)

Prior to a formal grievance being submitted, the Union shall notify the Director/Supervisor and/or his/her designee that a complaint has been submitted. A "conference meeting" shall be held with the Director/Supervisor or his/her designee, with the Union in order to attempt to resolve the matter. Said meeting shall be scheduled by mutual agreement between Director/Supervisor or his/he designee and the Union.

STEP TWO

If no resolution is forthcoming as a result of the "conference meeting" the aggrieved employee or the Union shall institute a grievance under the provisions hereof within thirty (30) working days of the occurrence of the complaint. An earnest effort shall be made to settle the differences between the aggrieved employee or the Union and the immediate Director/Supervisor or his/her designee.

The Director/Supervisor or his/her designee shall render a decision within five (5) working days after his/her receipt of the grievance. Failure to render a decision in a timely manner shall be considered a denial and grievant shall move to the next step.

STEP THREE

A. In the event the grievance has not been resolved at Step Two, the matter may be submitted to the Business Administer within ten (10) working days following the receipt of the determination of the Director of the department.

The Business Administer is his/her designee who shall review the matter and make a determination within ten (10) working days from his/her receipt of the grievance. The Business Administrator may request a meeting with the union representative and grievant. Failure to render a decision in a timely manner shall be considered a denial and grievant shall move to the next step.

B.

STEP FOUR

A. In the event the grievance has not been resolved during the grievance procedure, the Union may within thirty (30) working days after Step Three answer request arbitration. The Arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission. Only the union may request arbitration on behalf of a member and not the member alone.

B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance as presented to him/her. The Arbitrator shall have no authority to add on, modify, detract from or alter any provisions of the Agreement or any amendment or supplement thereto.

C. The cost for the Arbitrator shall be borne equally between the City and the Union. Any other expense incurred, shall be paid by the party incurring such costs.

D. The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE V

Benefits:

All employees of the bargaining unit shall receive a cost of living increases as follows:

2011 - 2%
2012 - 2%
2013 - 2%

ARTICLE VI

Sick Days

Part-time permanent employees shall receive all benefits in accordance with the City of Hoboken Employee's Manual; 10 sick days.

Vacation Days

Part-time permanent employees shall receive all benefits in accordance with the City of Hoboken Employee's Manual; 10 vacation days.

Crossing Guard Time Off

Crossing Guards shall receive three(3) Personal Time Off(PTO) days paid off annually. This may be utilized for purposes of sick time, vacation time or other discretionary time off.

Uniform Allowance

Crossing Guards will receive a uniform allowance of $750. annually, with half being paid on September 1 and the second allotment on December 15, of each contract year. Uniform requirements shall be prescribed by the Police Chief.

Environmental Service employees shall receive $250.00 annually for uniform purposes. Plus initial issue as follows:

2 Pants 1 Pair steel tipped shoes

2 shirt 1 Rain Jacket

1 Coat(Winter) 1 Hat

Gloves as needed

The winter coat shall be returned upon leaving service with the City. All other items will be retained by the employee. Employees will be required to wear their uniform at all times during the service with the City. Uniforms may not be worn when employees are not on duty.

ARTICLE VII

NON-DISCRIMINATION CLAUSE

There shall be no discrimination by the City of the Union against an employee on account of race, color, creed, sex, national origin or age. There should be no discrimination, interference, restraint or coercion by the City of any of its representatives against any of the employees covered under this Agreement because of their membership in the Union or because of any lawful activities by such employee on behalf of the Union.

ARTICLE VIII

SEVERABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid by operation of law or by a court or by a tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not b effected thereby and shall continue in full force and effect.

ARTICLE X

LEAVE OF ABSENCE

Funeral Leave

Funeral leave will be in accordance with the City of Hoboken Employee Personnel Manual.

ARTICLE XI

SENIORITY

All seniority and layoffs shall be done in accordance with New Jersey Civil Service Commission Rules and Regulation.

POSTING OF JOBS

The City agrees to establish a bulletin board for exclusive use by the RWDSU at the Environmental Service Garage and agrees to post all City job openings.

ARTICLE XII

DURATION

Section 1. This Agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect up to and including December 31, 2013.

Section 2. The terms of this Agreement shall continue in effect during the negotiations for any successor agreement between the parties.

Section 3. The parties agree to abide by the rules of the Public Employment Relations Commission in terms of providing notice of a desire to negotiate a successor labor agreement.

IN WITNESS WHEREOF, the parties hereto affix their hands at Hoboken, New Jersey on this _____ day of _____.

_____	_____
CITY OF HOBOKEN	LOCAL 108, RWDSU, UFCW Charles N. Hall, Jr. President
_____	_____
Witness	Witness

Pay Schedule

	2011 Hourly	2012 Hourly	2013 Hourly
Grossing Guards			
!st Year	$ 8.67	$ 8.84	$ 9.02
Top Pay	$ 10.20	$ 10.40	$ 10.61
Part-time		$ -	$ -
Laborer	$ 10.20	$ 10.40	$ 10.61
Omnibus Operator	$ 10.20	$ 10.40	$ 10.61
Cashier	$ 10.00	$ 10.40	$ 10.61
	Range Hr		
Recreation Aid	$ 8.50	$ 15.00	Paid Hourly
	Range Yr		
Court Attendant	$17,500.00	$25,000.00	Paid Hourly
Complaint Investigator	$20,600.00	$41,743.00	Paid Hourly

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION TO AMEND THE CONTRACT WITH OKIN, HOLLANDER & DELUCA, LLP FOR SERVICES AS SPECIAL LEGAL COUNSEL – BANKRUPTCY TO THE CITY OF HOBOKEN RELATING TO THE BANKRUPTCY FILINGS INVOLVING HOBOKEN UNIVERSITY MEDICAL CENTER TO INCREASE THE NOT TO EXCEED AMOUNT BY FIFTY THOUSAND ($50,000.00)

WHEREAS, the filing of a bankruptcy suit relating to Hoboken University Medical Center made it necessary to retain bankruptcy counsel on an emergency basis in order to fully protect the City's interests throughout these proceedings; and,

WHEREAS, the Administration has chosen to appoint Paul S. Hollander, Esq. of Okin, Hollander & DeLuca, LLP to serve as Special Legal Counsel relating to any bankruptcy proceedings commencing in relation to Hoboken University Medical Center, and the Council authorized such appointment by Resolution dated August 18, 2011; and,

WHEREAS, the City of Hoboken currently has a contract with Okin, Hollander & DeLuca, LLP, in the amount not to exceed Seventeen Thousand Five Hundred Dollars ($17,500.00), which not to exceed amount needs to be increased by Fifty Thousand Dollars ($50,000.00); and,

WHEREAS, the August 4, 2011 proposal of Paul S. Hollander, ***attached hereto***, which previously constituted the Agreement between Okin, Hollander & DeLuca, LLP and the City relating to the within services shall be supplemented and amended as described herein; and,

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

WHEREAS, there is an emergency need for said service, 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, funds are available for this purpose.

NOW THEREFORE, BE IT RESOLVED that the contract with Okin, Hollander & DeLuca, LLP, as authorized by Resolution dated August 18, 2011, shall be amended to increase the not to exceed amount by Fifty Thousand Dollars ($50,000.00);

BE IT FURTHER RESOLVED that no other changes shall be made to the original contract;

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: August 24, 2010

Approved:	**Approved as to Form:**
_____	_____
Arch Liston **Business Administrator**	**Mark A. Tabakin** **Corporation Counsel**

CHIEF FINANCIAL OFFICER'S CERTIFICATION
OF AVAILABILITY OF FUNDS
FOR CONTRACT AWARDS

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that an additional $50,000.00 **is available in the following appropriations:**

These funds are sufficient to meet the contractual commitment providing for:

SPECIAL LEGAL COUNSEL – BANKRUPTCY

For payment to be submitted to the following contractor:

Okin, Hollander & DeLuca, LLP
One Parker Plaza
Fort Lee, New Jersey 07024

I further certify that, this commitment together with all previously made commitment 0s do not exceed the appropriation balance available for this purpose.

_____
Chief Financial Officer

Date:_____

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION AUTHORIZING AMENDMENT OF THE CONTRACT WITH SCARINCI & HOLLENBECK, LLC FOR THE SERVICES OF JOHN SCAGNELLI, ESQ AS SPECIAL COUNSEL FOR ENVIRONMENTAL LITIGATION AND JOEL GLUCKSMAN, ESQ. AS SPECIAL COUNSEL FOR BANKRUPTCY LITIGATION TO COMMENCE FEBRUARY 2, 2011 AND TERMINATE DECEMBER 31, 2011

WHEREAS, the City of Hoboken currently has outstanding bankruptcy litigation relating to In re Tarragon Development Corporation (Docket Number 09-10555(DHS)), In re Monroe Center, LLC (Docket Number 08-27203(DHS)), In re Monroe Center II Urban Renewal Company, LLC (Docket Number 08-32556(DHS)), In re Monroe Center Management (Docket Number 08-27104(DHS)), and 1200 Grand Condominium Association v. 1200 Grand Street Urban Renewal, LLC d/b/a/ Tarragon (Docket Numbers HUD-L-4213-08 and 09-1465(DHS)) for which Joel Glucksman, Esq. of Scarinci & Hollenbeck, LLC has been representing the City of Hoboken from the commencement; and,

WHEREAS, the City of Hoboken currently has outstanding environmental issues relating to the Hoboken Cove Matter for which John Scagnelli, Esq. of Scarinci & Hollenbeck, LLC has been representing the City of Hoboken's legal interests from the commencement, and the City is now faced with a new environmental matter, ***In re 325 River Street, ED ID No. PEA 08003-017665***, for which the City seeks to be represented by John Scagnelli; and,

WHEREAS, the above referenced environmental legal issues will require the skilled expertise of an experienced environmental attorney to represent the City of Hoboken's interests, which skilled expertise and experience John Scagnelli has demonstrated throughout his representation; and,

WHEREAS, John Scagnelli, Esq. has intricate knowledge of the legal aspects the above referenced environmental issues due to his continued representation of the City's interests regarding said issues; and

WHEREAS, this special expertise and knowledge, as well as the emergent need for continuous expert legal representation, provide a basis for continuance of the waiver of 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 with regard to John Scagnelli; and,

WHEREAS, Scarinci & Hollenbeck, LLC 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, said services require the City to increase the contract sum in the amount of One Hundred Fifty Five Thousand Dollars ($155,000.00); and,

WHEREAS, funds will be available for this purpose after adoption of the CY 2011 budget.

NOW THEREFORE, BE IT RESOLVED (*a majority of the whole Council concurring*) that the professional service contract between the City of Hoboken and Scarinci and Hollenbeck be amended as follows:

1. The services of Joel Glucksman shall remain unchanged;
2. John Scagnelli shall continue to serve as Special Counsel for environmental issues for the City of Hoboken relating to the Hoboken Cove Matter;

3. John Scagnelli shall be retained Special Legal Counsel – Environmental to represent the City in the matter of ***In re 325 River Street, ED ID No. PEA 08003-017665;***
4. The not to exceed amount of the contract shall be increased by One Hundred Fifty Five Thousand Dollars ($155,000.00) for a total contract sum of Two Hundred Thirty Thousand Dollars ($230,000.00).

BE IT FURTHER RESOLVED that the remainder of the original contract terms shall remain unchanged; and,

BE IT FURTHER RESOLVED that the City Council specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), is waived for the following reasons: (1) failure to maintain continuous legal counsel will jeopardize the City's legal position; and, (2) the firm of Scarinci & Hollenbeck, LLC offers the City special expertise and substantive knowledge relating to the legal issues underlying the above referenced litigation and environmental issues; and

BE IT FURTHER RESOLVED that this approval by the City Council is contingent upon Scarinci & Hollenbeck, LLC complying with are requirements of Hoboken Code Section 20A-14 and all requirements of the Affirmative Action laws and regulations of the State of New Jersey, and failure to comply with all requirements within fifteen (15) days of the adoption of this Resolution shall render this resolution null and void; 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 and terminate on December 31, 2011.

Meeting Date: August 24, 2011

Approved:	**Approved as to Form:**
_____	_____
Arch Liston **Business Administrator**	**Mark A. Tabakin** **Corporation Counsel**

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF AVAILABILITY OF FUNDS FOR CONTRACT AWARDS

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that ADDITIONAL FUNDS in the amount of $155,000.00 are available in the following appropriations:

These funds, the amount within the CY 2011 budget, are sufficient to meet the contractual commitment providing for:

AN AMEDNED AGREEMENT: SCARINCI & HOLLENBECK, LLC FOR THE SERVICES OF JOHN SCAGNELLI, ESQ AS SPECIAL COUNSEL FOR ENVIRONMENTAL LITIGATION AND JOEL GLUCKSMAN, ESQ. AS SPECIAL COUNSEL FOR BANKRUPTCY LITIGATION FOR A ONE YEAR PERIOD TO COMMENCE FEBRUARY 2, 2011 AND TERMINATE FEBRUARY 1, 2012.

For payment to be submitted to the following contractor:

Scarinci & Hollenbeck, LLC
1100 Valley Brook Avenue
PO BOX 790
Lyndhurst, New Jersey 07071-0790

I further certify that this commitment together with all previously made commitments do not exceed the appropriation balance available for this purpose.

_____
Chief Financial Officer

Date:_____

Sponsored by: _____

Seconded by: _____

City of Hoboken
Resolution No.:___

RESOLUTION <u>ACCEPTING</u> THE TERMS OF THE CITY'S SHARED SERVICE AGREEMENTS WITH HOBOKEN CHARTER SCHOOL AND ELYSIAN CHARTER SCHOOL RELATING TO USE OF THE GYM AT THE MULTI-SERVICE CENTER FOR SCHOOL FUNCTIONS

WHEREAS The City possesses certain space for recreational activities at its Multi-Service Center ("Center"); and

WHEREAS The School requires space for its recreational activities, which has traditionally been provided by the City at the Center; and

WHEREAS The Parties wish to memorialize the longstanding provisions for recreational space for the School at the City's Center through this Shared Service Agreement, pursuant to N.J.S.A. 40A:65-1 et seq.; and

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

1. The City Council hereby accepts the Shared Service Agreements, ***attached hereto***, as negotiated between the City and the Hoboken Charter School and the Elysian Charter School; and,
2. The City Council hereby directs the Mayor and her Administration to notify the two Charter Schools of this acceptance immediately; and,
3. The Mayor, her Administration are hereby authorized and directed to proceed to execute and finalize this agreement expeditiously.

MEETING: August 24, 2011

REVIEWED: **APPROVED AS TO FORM:**

Arch Liston Business Administrator	Mark A. Tabakin, Esq. Corporation Counsel

SHARED SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), is made this _____ of _____, 2011

BETWEEN: **ELYSIAN CHARTER SCHOOL**

(the "School")

AND: **THE CITY OF HOBOKEN**
94 Washington St.
Hoboken, N.J. 07030
(the "City")

WHEREAS The City possesses certain space for recreational activities at its Multi-Service Center ("Center"); and

WHEREAS The School requires space for its recreational activities, which has traditionally been provided by the City at the Center; and

WHEREAS The Parties wish to memorialize the longstanding provisions for recreational space for the School at the City's Center through this Shared Service Agreement, pursuant to N.J.S.A. 40A:65-1 et seq.; and

NOW THEREFORE In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the School and City agree as follows:

1. USE OF CENTER GYM

The City agrees to provide the School with use of the Center's gym during the following days and times for the 2011-2012 school year:

Monday: 8:45AM – 10:15AM
1:15PM – 2:45PM

Tuesday: 8:45AM – 10:15AM
1:15PM – 2:45PM

Wednesday: 8:45AM – 10:15AM

Thursday: 8:45AM – 10:15AM

Friday: 8:45AM – 9:30AM

3. LIABILITY INSURANCE

The School shall secure and maintain, for the entire duration of the contract and at its own cost, liability insurance with the following minimum coverage: minimum coverage of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate from an insurance company licensed to do business in the State of New Jersey. The policy shall contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to the City. The School shall provide the City with a certificate of insurance, which shall indicate that the City is an additional insured and shall provide same before the City provides access to the Center.

The City and the School shall also maintain Workers Compensation Insurance with Employers Liability Limits of no less than five hundred thousand dollars ($500,000) for their employees, as applicable. The City and the School shall each supply a certificate of insurance demonstrating the insurance requirement herein.

4. INDEMNIFICATION

The School shall indemnify and hold harmless the City, its employees, agents, officers, servants and all members of the City from any and all liability, damages, suits, claims, fees, costs and expenses (including attorneys' fees) suffered or incurred or paid in connection with any claim, suit, damages, demand for payment or settlement arising out of the acts or omissions of the School's employees, agents, officers, managers, directors, and servants arising out of the School's use of the Center gym, pursuant to this Agreement, except if the City, its employees, agents, officers, and servants are solely responsible for any such claims. In all other instances, the School shall be fully and solely responsible for all damages of any kind, and shall indemnify and hold harmless the City from any and all claims.

The School agrees to reimburse the City for any expenses related to any vandalism or damage, except normal wear and tear, to City property which may occur as a result of the City's grant of access to the Center under this Agreement.

5. TERM

This Agreement shall commence on the day it is executed and will automatically terminate at the end of the academic school year in June, 2012.

Termination Without Cause: Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) days written notice served on the other party.

Termination With Cause: The City may terminate this Agreement upon a determination, made by the City at the City's sole discretion, that termination is necessary for the health or safety of its residents and employees. In such a case, the City shall notify the School in writing, and termination shall be effective immediately.

6. ASSIGNMENT

Elysian shall not assign, transfer, or sublet this Agreement or any portion thereof without the prior written consent of the City.

7. COMPLIANCE WITH LAW AND POLICY

The Parties agree to comply with all federal and state laws, local ordinances, and applicable City and School policies. This Agreement shall be governed by the laws of the State of New Jersey in accordance with Section 9.

8. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, signature required, or by certified mail, return receipt requested to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this Article.

For the Board:	**For Hoboken:**
Elysian Charter School	Corporation Counsel and Director of Human Services City of Hoboken 94 Washington Street
Hoboken , NJ 07030	Hoboken , NJ 07030

9. CHOICE OF LAW

This Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other.

10. ENTIRE AGREEMENT

This is the entire Agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed on behalf of each of the parties.

11. FILING

Upon its execution, this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A.* 40A:65-4.

12. <u>COUNTERPARTS</u>

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

13. <u>SEVERABILITY</u>

If any part of this Agreement shall be held to be unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these present to be signed by their proper officers, the day and year first above written.

The City of Hoboken	Elysian Charter School
ATTEST:	By:
_____	_____
Dawn Zimmer, Mayor	, Principal
ATTEST:	By:_____
	, Chairperson
_____	
James Farina, City Clerk	

SHARED SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), is made this _____ of _____, 2011

BETWEEN: **HOBOKEN CHARTER SCHOOL**

(the "School")

AND: **THE CITY OF HOBOKEN**
94 Washington St.
Hoboken, N.J. 07030
(the "City")

WHEREAS The City possesses certain space for recreational activities at its Multi-Service Center ("Center"); and

WHEREAS The School requires space for its recreational activities, which has traditionally been provided by the City at the Center; and

WHEREAS The Parties wish to memorialize the longstanding provisions for recreational space for the School at the City's Center through this Shared Service Agreement, pursuant to N.J.S.A. 40A:65-1 et seq.; and

NOW THEREFORE In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the School and City agree as follows:

1. USE OF CENTER GYM

The City agrees to provide the School with use of the Center's gym during the following days and times for the 2011-2012 school year:

Monday:	12:00PM - 1:00PM
Tuesday:	12:00PM - 1:00PM
Wednesday:	10:30AM - 12:00PM
Thursday:	12:00PM - 1:30PM

Friday: 10:30AM - 3:00PM

3. LIABILITY INSURANCE

The School shall secure and maintain, for the entire duration of the contract and at its own cost, liability insurance with the following minimum coverage: minimum coverage of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate from an insurance company licensed to do business in the State of New Jersey. The policy shall contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to the City. The School shall provide the City with a certificate of insurance, which shall indicate that the City is an additional insured and shall provide same before the City provides access to the Center.

The City and the School shall also maintain Workers Compensation Insurance with Employers Liability Limits of no less than five hundred thousand dollars ($500,000) for their employees, as applicable. The City and the School shall each supply a certificate of insurance demonstrating the insurance requirement herein.

4. INDEMNIFICATION

The School shall indemnify and hold harmless the City, its employees, agents, officers, servants and all members of the City from any and all liability, damages, suits, claims, fees, costs and expenses (including attorneys' fees) suffered or incurred or paid in connection with any claim, suit, damages, demand for payment or settlement arising out of the acts or omissions of the School's employees, agents, officers, managers, directors, and servants arising out of the School's use of the Center gym, pursuant to this Agreement, except if the City, its employees, agents, officers, and servants are solely responsible for any such claims. In all other instances, the School shall be fully and solely responsible for all damages of any kind, and shall indemnify and hold harmless the City from any and all claims.

The School agrees to reimburse the City for any expenses related to any vandalism or damage, except normal wear and tear, to City property which may occur as a result of the City's grant of access to the Center under this Agreement.

5. TERM

This Agreement shall commence on the day it is executed and will automatically terminate at the end of the academic school year in June, 2012.

Termination Without Cause: Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) days written notice served on the other party.

Termination With Cause: The City may terminate this Agreement upon a determination, made by the City at the City's sole discretion, that termination is necessary for the health or safety of its residents and employees. In such a case, the City shall notify the School in writing, and termination shall be effective immediately.

6. ASSIGNMENT

Hoboken Charter School shall not assign, transfer, or sublet this Agreement or any portion thereof without the prior written consent of the City.

7. COMPLIANCE WITH LAW AND POLICY

The Parties agree to comply with all federal and state laws, local ordinances, and applicable City and School policies. This Agreement shall be governed by the laws of the State of New Jersey in accordance with Section 9.

8. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, signature required, or by certified mail, return receipt requested to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this Article.

For the Board:	**For Hoboken:**
Hoboken Charter School	Corporation Counsel and Director of Human Services City of Hoboken 94 Washington Street
Hoboken , NJ 07030	Hoboken , NJ 07030

9. CHOICE OF LAW

This Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other.

10. ENTIRE AGREEMENT

This is the entire Agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed on behalf of each of the parties.

11. FILING

Upon its execution, this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A.* 40A:65-4.

12. <u>COUNTERPARTS</u>

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

13. <u>SEVERABILITY</u>

If any part of this Agreement shall be held to be unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these present to be signed by their proper officers, the day and year first above written.

The City of Hoboken	Hoboken Charter School
ATTEST:	By:
_____	_____
Dawn Zimmer, Mayor	, Principal
ATTEST:	By:_____
	, Chairperson
_____	
James Farina, City Clerk	

Sponsored By:_____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZING THE CITY OF HOBOKEN TO PARTICIPATE IN THE STATE LOCAL COOPERATIVE HOUSING INSPECTION PROGRAM FOR THE JULY 1, 2011 TO JUNE 30, 2012 TERM, ACCEPTING THE $70,000.00 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 $70,000.00 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, 2011 and terminating June 30, 2012;

BE IT FURTHER RESOLVED, the City of Hoboken accepts the $70,000.00 allocated grant for participation in the program; and,

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: August 24, 2011

Reviewed by:

_____
Leo Pellegrini, Director
Director- Department of Human Services

Approved as to form:

_____
Mark A. Tabakin, Esq.
Corporation Counsel

Introduced by:_____
Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION RESCINDS THE AWARD OF A CONTRACT TO APPLIED LANDSCAPE TECHNOLOGIES FOR THE CONSTRUCTION OF 1600 PARK ARTIFICIAL TURF FIELD FOR THE CITY IN ACCORDANCE WITH THE SPECIFICATIONS IN BID NUMBER 11-14.

WHEREAS, on July 1, 2011, by way of Resolution Number 14, the City awarded a contract to Applied Landscape Technologies for the construction of the 1600 Park artificial turf field in accordance with the specifications in Bid No. 11-14; and,

WHEREAS, the City has since been provided with new information by the New Jersey Department of Environmental Protection ("DEP") that the property has been approved for a decreased elevation level, and such decreased elevation levels would positively benefit the City and the park project scheduled for 1600 Park; and,

WHEREAS, in light of the new information and approvals from the DEP, the City seeks to pursue lowering the property elevation for the benefit of the City and the project; and,

WHEREAS, as a result of the change in circumstances, and the new direction the City must pursue to effectuate the elevation approvals of the DEP, the provisions called for in the contract awarded to Applied Landscape Technologies are no longer appropriate or necessary; and,

WHEREAS, the City Council hereby rescinds the award of said contract and directs the Administration to take the appropriate action to effectuate this rescission.

NOW THEREFORE BE IT RESOLVED as follows:

A. This resolution rescinds the award of a contract to Applied Landscape Technologies which was authorized by the City Council's Resolution #14 of 1 July 2011, for the reasons stated herein; and,

B. The City Council requests the Administration to take the appropriate action to effectuate this Resolution, and to take whatever additional action is necessary to reap the benefits of the recent approvals of the DEP relating to the decrease in elevation at 1600 Park; and,

C. This resolution shall take effect immediately upon passage.

Meeting of: 24 August 2011

APPROVED: **APPROVED AS TO FORM:**

_____ _____

Arch Liston, Business Administrator **Mark A. Tabakin, Corporation Counsel**

Sponsored By: _____

Co-Sponsored By: _____

CITY OF HOBOKEN

RESOLUTION #: _____

RESOLUTION APPROVING A CHANGE ORDER FOR HVAC REHABILITATION AT THE MULTI SERVICE CENTER

Whereas, the City of Hoboken has received grant awards totaling $386,000 ($161,000 EECBG federal stimulus and $225,000 Community Development Grant funds) for replacement of the HVAC system at the Multi-Service Center; and

Whereas, at the City Council meeting of November 15, 2010, a construction contract for the HVAC replacement was awarded to WHL Enterprises (t/a Bill Leary A/C & Heating, 6 Green Street, Metuchen, NJ 08840) in the amount of $322,900; and

Whereas, approval of a change order #1 in the amount of $6,171.00 was necessary to cover steel needed as additional reinforcement for wind loads, as required by the City's Building Department; and,

Whereas, a second change order, change order #2, in the amount of $45,755.73, is required utility upgrades required on the site, including water, electrical and gas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the attached Change Order #2 in the amount of $45,755.73.

Meeting Date: August 24, 2011

Department of Environmental Services

_____

Jennifer Maier, Director

Approved as to form

_____

Mark A. Tabakin, Corporation Counsel

CHIEF FINANCIAL OFFICER'S CERTIFICATION
OF AVAILABILITY OF FUNDS
FOR CONTRACT AWARDS

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $45,755.73 **is available in the following appropriations:**

These funds are sufficient to meet the contractual commitment providing for:

CHANGE ORDER #2 FOR NEW HVAC AT THE MULTI SERVICE CENTER

For payment to be submitted to the following contractor:

WHL Enterprises
t/a Bill Leary A/C & Heating
6 Green Street
Metuchen, NJ 08840

I further certify that, this commitment together with all previously made commitments do not exceed the appropriation balance available for this purpose.

_____
Chief Financial Officer

Date:_____

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

August 9, 2011

Sent Via E-Mail and Hand Delivery

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Arch Liston, City Administrator

Re: Multi-Service Building HVAC
Rehabilitation
City of Hoboken
Hudson County, New Jersey
Our File No. HO-421

Dear Administrator Liston:

Enclosed please find Engineer's Estimate Certificate No. 4 in the amount of $24,926.69 for work performed during the period ending July 31, 2011 by the contractor, WHL Enterprises t/a Bill Leary A/C & Heating for the above referenced project and Change Order No. 2.

Boswell McClave Engineering takes no exception to the payment of $24,926.69 for work completed to date as outlined in Estimate No. 4.

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

JAP/dm
Enclosures
cc: Purchasing Department, City of Hoboken
WHL Enterprises t/a Bill Leary A/C & Heating

110809japL1-ec4.doc

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

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

MULTI-SERVICE BUILDING HVAC REHABILITATION

City of Hoboken
Hudson County, New Jersey

Our File No. HO-421

Estimate Number: 4

Period Ending: 7/31/11

Contractor: WHL Enterprises t/a Bill Leary A/C & Heating
6 Green Street
Metuchen, New Jersey 08840

Original Contract Amount:	$322,900.00	**Total Amount Estimated:**	**$340,696.39**
Less Reductions:		**Less 2% Retainage:**	**$6,813.93**
Plus Increases:	**$51,926.73**	**Total Net Amount Estimated:**	**$333,882.47**
Amended Contract Amount:	**$374,826.73**	**Less Amount Previously Paid:**	$308,955.78
Contract Starting Date:		**Amount Due This Estimate:**	**$24,926.69**
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:
Time Used:
Percent Complete: 106%

Estimated By: JAP
Approved By: Joseph A Pomante

FOR USE BY CITY OF HOBOKEN

Verified by: _____ (City Administrator)

Joseph A Pomante (Project Engineer)

Audited by: _____ (Chief Financial Officer)

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

MULTI-SERVICE BUILDING HVAC REHABILITATION

City of Hoboken
Hudson County, New Jersey

Our File No. HO-421

Estimate Number: 4

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
	BASE BID									
1	Bond	L.S.	$6,500.00	1		1.00	0.00	1.00	$6,500.00	$0.00
2	Submittals	L.S.	$6,500.00	1		1.00	0.00	1.00	$6,500.00	$0.00
3	RTU's - Material	L.S.	$75,500.00	1		1.00	0.00	1.0000	$75,500.00	$0.00
4	RTU's - Labor	L.S.	$3,080.00	1		1.00	0.00	1.00	$3,080.00	$0.00
5	VAV's - Material	L.S.	$24,250.00	1		1.00	0.00	1.00	$24,250.00	$0.00
6	VAV's - Labor	L.S.	$4,980.00	1		1.00	0.00	1.00	$4,980.00	$0.00
7	Controls - Submittal	L.S.	$6,500.00	1		1.00	0.00	1.00	$6,500.00	$0.00
8	Controls - Mobilization	L.S.	$5,000.00	1		1.00	0.00	1.00	$5,000.00	$0.00
9	Controls - Installation	L.S.	$18,500.00	1		1.00	0.00	1.00	$18,500.00	$0.00
10	Controls - Start up	L.S.	$8,250.00	1		1.00	0.00	1.00	$8,250.00	$0.00
11	Steel - Material	L.S.	$1,100.00	1		1.00	0.00	1.00	$1,100.00	$0.00
12	Steel - Labor	L.S.	$3,970.00	1		1.00	0.00	1.00	$3,970.00	$0.00
13	Roofing - Material	L.S.	$1,100.00	1		1.00	0.00	1.00	$1,100.00	$0.00
14	Roofing - Labor	L.S.	$2,860.00	1		1.00	0.00	1.00	$2,860.00	$0.00
15	Ductwork - Material	L.S.	$8,250.00	1		1.00	0.00	1.00	$8,250.00	$0.00
16	Ductwork - Labor	L.S.	$19,250.00	1		1.00	0.00	1.00	$19,250.00	$0.00
17	Insulation - Material	L.S.	$750.00	1		1.00	0.00	1.00	$750.00	$0.00
18	Insulation - Labor	L.S.	$4,620.00	1		1.00	0.00	1.00	$4,620.00	$0.00
19	Gas Piping - Material	L.S.	$1,210.00	1		0.00	0.00	0.00	$0.00	$0.00
20	Gas Piping - Labor	L.S.	$4,600.00	1		0.00	0.00	0.00	$0.00	$0.00
21	Demo - RTU/Steel	L.S.	$4,620.00	1		1.00	0.00	1.00	$4,620.00	$0.00
22	Demo - Boiler Room	L.S.	$7,700.00	1		1.00	0.00	1.00	$7,700.00	$0.00
23	Demo - Oil Tank	L.S.	$4,510.00	1		1.00	0.00	1.00	$4,510.00	$0.00
24	Electrical - Material	L.S.	$24,500.00	1		1.00	0.00	1.00	$24,500.00	$0.00
25	Electrical - Labor	L.S.	$45,500.00	1		1.00	0.00	1.00	$45,500.00	$0.00
26	Relocate Exhaust Fans	L.S.	$6,000.00	1		1.00	0.00	1.00	$6,000.00	$0.00
27	Remove Wall & Build Temp. Enclosure	L.S.	$2,800.00	1		1.00	0.00	1.00	$2,800.00	$0.00
28	Crane	L.S.	$3,000.00	1		1.00	0.00	1.00	$3,000.00	$0.00
29	Test and Balance	L.S.	$5,500.00	1		1.00	0.00	1.00	$5,500.00	$0.00
30	Start-Up	L.S.	$4,000.00	1		0.50	0.40	0.90	$3,600.00	$1,600.00
31	Punch List	L.S.	$4,000.00	1		0.50	0.40	0.90	$3,600.00	$1,600.00
32	Closeout	L.S.	$4,000.00	1		0.00	0.90	0.90	$3,600.00	$3,600.00
33	Change Order #1	L.S.	$6,171.00		1	1.00	0.00	1.00	$6,171.00	$0.00
34	Change Order #2	L.S.	$45,755.73		1	0.00	0.407	0.41	$18,635.39	$18,635.39
								Total	$340,696.39	$25,435.39

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Hoboken
94 Washington St.
Hoboken, NJ 07030

PROJECT: Hoboken Multi Service Bldg
124 Grand St.
Hoboken, NJ 07030

APPLICATION NO: 4

PERIOD TO: 7/31/11

Distribution to:
- [ ] OWNER
- [x] ~~ARCHITECT~~ ENGINEER
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
WHL Enterprises t/a Bill Leary A/C & Heating
6 Green Street
Metuchen, NJ 08840

VIA ARCHITECT: Boswell McClave Engineering
330 Phillips Ave.
South Hackensack, NJ 07606 7424

PROJECT NOS: HO-421

CONTRACT FOR: Multi Service Building HVAC Rehabilitation

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 322,900.00
2. Net change by Change Orders		$ 51,926.73
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 374,826.73
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 340,696.68
5. RETAINAGE:		
a. 2 % of Completed Work (Column D + E on G703)	$ 6,814	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 6,813.93
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 333,882.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 308,955.78
8. CURRENT PAYMENT DUE		$ 24,926.97
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 40,943.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$6,171.00	
Total approved this Month	$45,755.73	
TOTALS	$51,926.73	$0.00
NET CHANGES by Change Order	$51,926.73	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Bill S Date: 7/25/11

State of: New Jersey County of: Middlesex
Subscribed and sworn to before me this 25th day of July 2011
Notary Public: Nicole McNulty
My Commission expires: May 19, 2012

McNULTY
LIC OF NEW JERSEY
Expires May 19, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 24,926.69

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT:~~ ENGINEER

By: Joseph A Pomante Date: 8/9/11

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 4
APPLICATION DATE: 7/25/11
PERIOD TO: 7/31/11
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Bond	$6,500.00	$6,500.00	$0.00		$6,500.00	100.00%		$0.00
	Submittals	$6,500.00	$6,500.00	$0.00		$6,500.00	100.00%		$0.00
	RTUs - material	$75,500.00	$35,500.00	$0.00	$40,000.00	$75,500.00	100.00%		$0.00
	RTUs - labor	$3,080.00	$3,080.00	$0.00		$3,080.00	100.00%		$0.00
	VAVs - material	$24,250.00	$24,250.00	$0.00		$24,250.00	100.00%		$0.00
	VAVs - labor	$4,980.00	$4,980.00	$0.00		$4,980.00	100.00%		$0.00
	Controls - Submittals	$6,500.00	$6,500.00	$0.00		$6,500.00	100.00%		$0.00
	Controls - Mobilization	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%		$0.00
	Controls - Installation	$18,500.00	$18,500.00	$0.00		$18,500.00	100.00%		$0.00
	Controls - Start-up	$8,250.00	$8,250.00	$0.00		$8,250.00	100.00%		$0.00
	Steel - material	$1,100.00	$1,100.00	$0.00		$1,100.00	100.00%		$0.00
	Steel - labor	$3,970.00	$3,970.00	$0.00		$3,970.00	100.00%		$0.00
	Roofing - material	$1,100.00	$1,100.00	$0.00		$1,100.00	100.00%		$0.00
	Roofing - labor	$2,860.00	$2,860.00	$0.00		$2,860.00	100.00%		$0.00
	Ductwork - material	$8,250.00	$8,250.00	$0.00		$8,250.00	100.00%		$0.00
	Ductwork - Labor	$19,250.00	$19,250.00	$0.00		$19,250.00	100.00%		$0.00
	Insulation - material	$750.00	$750.00	$0.00		$750.00	100.00%		$0.00
	Insulation - labor	$4,620.00	$4,620.00	$0.00		$4,620.00	100.00%		$0.00
	Gas piping - material	$1,210.00		$0.00			0.00%	$1,210.00	$0.00
	Gas piping - labor	$4,600.00		$0.00			0.00%	$4,600.00	$0.00
	Demo - RTU/steel	$4,620.00	$4,620.00	$0.00		$4,620.00	100.00%		$0.00
	Demo - boiler room	$7,700.00	$7,700.00	$0.00		$7,700.00	100.00%		$0.00
	Demo - oil tank	$4,510.00	$4,510.00	$0.00		$4,510.00	100.00%		$0.00
	Electric - material	$24,500.00	$24,500.00	$0.00		$24,500.00	100.00%		$0.00
	Electric - labor	$45,500.00	$45,500.00	$0.00		$45,500.00	100.00%		$0.00
	GRAND TOTALS	$293,600.00	$247,790.00	$0.00	$40,000.00	$287,790.00	98.02%	$5,810.00	$0.00

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 4
APPLICATION DATE: 7/25/11
PERIOD TO: 7/31/11
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Total from previous page	$293,600.00	$247,790.00	$0.00	$40,000.00	$287,790.00	98.02%	$5,810.00	$0.00
	Relocate Exhaust Fans	$6,000.00	$6,000.00	$0.00		$6,000.00	100.00%		$0.00
	Remove wall & build temp enclosure	$2,800.00	$2,800.00	$0.00		$2,800.00	100.00%		$0.00
	Crane	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%		$0.00
	Test and balance	$5,500.00	$5,500.00	$0.00		$5,500.00	100.00%		$0.00
	Startup	$4,000.00	$2,000.00	$1,600.00		$3,600.00	90.00%	$400.00	$32.00
	Punchlist	$4,000.00	$2,000.00	$1,600.00		$3,600.00	90.00%	$400.00	$32.00
	Closeout	$4,000.00		$3,600.00		$3,600.00	90.00%	$400.00	$72.00
	Change Order #1	$6,171.00	$6,171.00	$0.00		$6,171.00	100.00%		$0.00
	Change Order #2	$45,755.73		$18,635.68		$18,635.68	40.73%	$27,120.05	$372.71
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$374,826.73	$275,261.00	$25,435.68	$40,000.00	$340,696.68	90.89%	$34,130.05	$508.71

$18,635.68

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

Change Order No. 2
Date 8/9/2011
Job No. HO-421

CHANGE ORDER

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

WHL Enterprises t/a Bill Leary AC & Heating
CONTRACTOR

Multi-Service Building HVAC Rehabilitation
PROJECT & JOB NUMBER

6 Green Street, Metuchen, New Jersey 08840
ADDRESS

City of Hoboken, Hudson County, NJ
OWNER/COUNTY

Gentlemen:

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

Location of Proposed Change: Within Project Limits

Nature and Reason of Change: Unforeseen existing conditions

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
S-1	Relocation of existing domestic water in Mechanical Room	LS	1	$7,665.32	$7,665.32
S-2	Relocation of existing electrical conduit in Mechanical Room	LS	1	$3,895.73	$3,895.73
S-3	Soffit construction to accommodate ductwork to avoid existing utility conflicts	LS	1	$2,494.98	$2,494.98
S-4	Relocation of existing exhaust fan in conflict with RTU-2 fresh air intake	LS	1	$4,579.65	$4,579.65
S-5	Additional 4" gas piping for new meter installation	LS	1	$27,120.05	$27,120.05

Amount of Original Contract plus Change Order #1 $329,071.00

Supplemental $45,755.73

Change Order No.2 $45,755.73

Extra

Adjusted Contract Amount $374,826.73

Reduction

Net Amount $45,755.73

Recommended for Approval Joseph A Pomante
BOSWELL McCLAVE ENGINEERING
8/10/11
DATE

Approved
OWNER
DATE

Accepted Bill
CONTRACTOR
8/9/11
DATE

110809JAPCO2.xls/KLY411

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION ESTABLISHING THE HOBOKEN GREEN TEAM

WHEREAS New Jersey is the first State in the nation to have a comprehensive sustainability program for communities that links certification with strong state and private financial incentives, and a fully resourced program of technical support and training.

WHEREAS the Sustainable Jersey Program is a certification program for New Jersey municipalities committing to save tax revenue, conserve energy, preserve both the environment and public health and build a community that is economically, environmentally and socially sustainable**;**

WHEREAS the City Council of the City of Hoboken wishes to benefit our residents now and into the future by encouraging community sustainability initiatives that are affordable to implement, environmentally responsible and just and fair to all sectors of society and;

WHEREAS the City of Hoboken has already began the process of submitting existing initiatives for Credit with the Sustainable Jersey Program, attaining a total of 180 points, qualifying the City for Bronze Certification;

WHEREAS the Council is participating in the Sustainable Jersey Program and is committed to upholding the aforementioned values of this program; and,

WHEREAS to focus attention on Green issues and become certified with the Sustainable Jersey Program, a Hoboken Green Team must be established.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that we do hereby establish a Hoboken Green Team populated by the Mayor and organized by the City and Community co-chairs; and,

BE IT FURTHER RESOLVED by the City Council of the City of Hoboken that the Hoboken Green Team will collaborate on achieving the required tasks necessary to enable the City of Hoboken to be more sustainable and also to become a Silver Certificate Sustainable Community in the Sustainable Jersey Program

Approved:

_____
Arch Liston, Business Administrator

Approved as to Form:

_____
Mark A. Tabakin, Corporation Counsel

Date: August 24, 2011

INTRODUCED BY: _____

SECONDED BY: _____

CITY COUNCIL OF THE CITY OF HOBOKEN
RESOLUTION NO.: ___

APPOINTING COLIN TOBIAS AS BOARD MEMBER TO THE HOBOKEN ALCOHOL BEVERAGE CONTROL BOARD TO SERVE THE REMAINDER OF THE TERM VACATED BY STUART ROSEN, WHICH WILL EXPIRE ON JUNE 30, 2013

WHEREAS, N.J.S.A. 33:1-1 et seq., and Chapter 9 of the Code of the City of Hoboken establishes the City's Alcohol Beverage Control Board; and

WHEREAS, N.J.S.A. 33:1-5 and Section 9-2 of the Code of the City of Hoboken provide for appointment of Hoboken Alcohol Beverage Control Board Members by the Mayor, subject to Governing Body advice and consent; and

WHEREAS, Commissioner Rosen resigned from the Alcohol Beverage Control Board leaving an vacancy in the seat, and the vacancy needs to be filled for the remainder of the term, which expires on June 30, 2014; and

WHEREAS, the Mayor has appointed Colin Tobias for appointment to the Board of Alcohol Beverage Control to fill said vacancy, and the Governing Body consents to the appointment of Colin Tobias to serve the municipality in such capacity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents to and authorizes the appointment of Colin Tobias of Hoboken, as a Hoboken Alcohol Beverage Control Board Member, effective immediately, to fill the unexpired term vacated by Commissioner Rosen, which began on July 1, 2010 and expires on June 30, 2013, pursuant to §9-2 of the Code of the City of Hoboken and N.J.S.A. 33:1-5; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Hoboken Alcohol Beverage Control Board Secretary expeditiously.

REVIEWED:

_____
Arch Liston
Business Administrator

APPROVED AS TO FORM:

_____
Mark A. Tabakin, Esq.
Corporation Counsel

Dated: August 24, 2011

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2011 Municipal Budget

COMMUNITY DEVELOPMENT BLOCK GRANT – CY 2011

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 $457,000.00 from Hudson County, Division of Housing & Community Development to amend its CY 2011 Budget to include this amount as revenue and Miscellaneous Program Income $105,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director
Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2011 in the sum of……..… $457,000.00
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:
Community Development Block Grant 2011 O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $457,000.00
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:
Community Development Block Grant 2011 O/E
Other Expenses

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

MEETING DATE: August 24, 2011

Reviewed by:	Approved as to Form:
_____	_____
Arch Liston Business Administrator	Mark Tabakin Corporation Counsel

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2011 Municipal Budget

HOBOKEN POLICE ATHLETIC LEAGUE – CY 2011

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 $30,000.00 from Police Athletic League N.J., Office if Juvenile Justice Programs to amend its CY 2011 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 2011 in the sum of…….…$30,000.00
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:
Hoboken Police Athletic League O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $30,000.00
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:
Hoboken Police Athletic League O/E
Other Expenses

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

MEETING DATE: August 24, 2011

Reviewed by:	Approved as to Form:
_____	_____
Arch Liston Business Administrator	Mark Tabakin Corporation Counsel

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2011 Municipal Budget

PEDESTRIAN SAFETY EDUCATION GRANT – CY 2011

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 $16,000.00 from State of New Jersey, Division of Highway Traffic Safety to amend its CY 2011 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 2011 in the sum of……. $16,000.00
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:
Pedestrian Safety Highway Grant 2011 O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $16,000.00
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:
Pedestrian Safety Highway Grant 2011 O/E
Other Expenses

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

MEETING DATE: August 24, 2011

Reviewed by:	Approved as to Form:
_____	_____
Arch Liston Business Administrator	Mark Tabakin Corporation Counsel

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2011 Municipal Budget

RECYCLING TONNAGE GRANT 2009 – CY 2011

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 $23,921.67 from State of N.J., Department of Environmental Protection to amend its CY 2011 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 2011 in the sum of……$23,921.67
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:
Recycling Tonnage Grant 2009 O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $23,921.67
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:
Recycling Tonnage Grant 2009 O/E
Other Expenses

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

MEETING DATE: August 24, 2011

Reviewed by:	Approved as to Form:
_____	_____
Arch Liston Business Administrator	Mark Tabakin Corporation Counsel

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH THE JUBILEE CENTER

Whereas, the Board of Directors of The Jubilee Center, located at 601 Jackson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of After School and Summer Programs within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $25,000 out of available Community Development funds to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and The Jubilee Center, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 24, 2011

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Mark A. Tabakin, Corporation Counsel

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT
HUDSON COUNTY, NEW JERSEY

SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Jubilee Center

PROJECT TITLE: Jubilee Center

PROJECT NUMBER: 5-05D1-11

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____ 2011, by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and Day Care 100, (hereinafter referred to as the "Subrecipient").

WHEREAS, on 4/28/11 _____ the Hudson County Board of Chosen Freeholders approved fiscal year 11/12 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, said Final Statements included project description(s) and program funds for the subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has approved the County's Community Development Program Final Statement.

WHEREAS, on _____, the Subgrantee entered into a Subgrantee agreement with the Hudson County Board of Chosen Freeholders (hereinafter referred to as the "County").

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Jubilee Center (Jubilee Center) (PROJECT NUMBER 5-05D2-11) and will utilize **$25,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

Funds available under this Subrecipient Agreement will be applied toward the specific activities enumerated in Attachment A.

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/11** shall terminate no later than **6/30/12**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$25,000.**

The project budget shall be as set forth in Section 3 of Attachment A.

4. SUBRECIPIENT REQUIREMENTS

The Subrecipient will direct all communications concerning this Subrecipient Agreement to **Stephanie Hottendorf - 420-2067** and will file the following documents with the Subgrantee:

A. Progress Reports

The Subrecipient shall submit project progress/status reports and financial status reports on a regular basis according to a schedule determined by the Subgrantee and in a format acceptable to the Subgrantee.

B. Budget

The Subrecipient in performing the services under this contract will abide by the terms of the budget as set forth in Section 3 of Attachment A.

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5170.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

The Subgrantee agrees to pay the Subrecipient the amount set forth in Article 3 upon submission of a bonafide voucher together with the necessary information to document the bill submitted for payment. Progress payments may be made as appropriate, upon submission of a proper voucher supporting documentation. The Subgrantee will provide the Subrecipient with the procedures applicable to progress payments.

6. AMENDMENTS

The Subgrantee and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Subgrantee and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

7. TERMINATION

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

8. PROGRAM CANCELLATION

It is understood that this Subrecipient Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the Subgrantee reserves the right to cancel this Subrecipient Agreement effective immediately, and in such event the Subgrantee shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal government.

9. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subrecipient pursuant to this Subrecipient Agreement. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to insure that the program for which assistance is being provided under this Subrecipient Agreement is carried out in accordance with the Subrecipient's assurances and certifications to the Subgrantee.

10. GENERAL TERMS AND CONDITIONS

This Subrecipient Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B (February 1990) and the Subrecipient agrees to comply with all such terms and conditions required of a "Subgrantee" in Attachment B.

11. RECORDS TO BE MAINTAINED

The Subrecipient agrees to establish and maintain sufficient records in a format acceptable to the Subgrantee in order to enable the Subgrantee to determine whether the Subrecipient has met the regulations of the U.S. Department of Housing and Urban Development. The records to be maintained are detailed in Attachment C (February 1990) and the Subrecipient agrees to maintain and provide the records required of a "Subgrantee".

IN WITNESS WHEREOF, the Subgrantee and the Subrecipient have executed this Agreement as of the date first above written.

Attest: _____

SUBGRANTEE: City of Hoboken

By: _____
Name: Dawn Zimmer
Title: Mayor
Date:

Attest: _____

SUBRECIPIENT: Jubilee Center

By: _____
Name:
Title: Director
Date:

ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
(COMMUNITY SERVICE PROJECTS)

COMMUNITY: Hoboken

PROJECT TITLE: Jubilee Center

PROJECT NUMBER: 5-05D2-11

Section 1: PROJECT DESCRIPTION Provision of year-round and summer after school programs for approximately 80 low income/at risk youngsters (grades K-6).

Jubilee Center
601 Jackson Street
Hoboken, NJ 07030

Section 2: PROJCT EXECUTION SCHEDULE

ACTIVITY – (LIST MILESTONES	COMPLETION DATE
	6/30/012

Section 3: PROJECT BUDGET

Personnel Costs	$25,000
Consultant & Contract Services	
Travel Expenses	
Office Rental	
Office Supplies	
Equipment Rental & Purchase	
Other PSE&G	
Grants & Loans	
TOTAL CDBG BUDGET	$25,000

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that:

A. The Subgrantee does not assume the County's environmental responsibility described in CFR 570.604, but agrees to cooperate with the County in meeting them; and

B. The County retains responsibility for initiating the review process under Executive Order 12372.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

A. Subgrantees which are government entities (including public agencies) shall comply with the requirements of 24 CFR 85.36 except paragraph (a), including specifically:

(1) Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and the standards.

(2) Although the New Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, Subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

B. Subgrantees which are not governmental entitles shall comply with Attachment O, "Procurement Standards", to OMB Circular A-110.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

A. Subgrantees which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for high-risks" grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment", except as modified by Section 570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement", except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);

(15) Section 85.41, "Financial reporting", except paragraphs (a), (b) and (e);

(16) Section 85.42, "Retention and access requirements for records";

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51, "Later disallowances and adjustments"; and

(20) Section 85.52, "Collection of amounts due".

B. Subgrantees which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and the following Attachments to OMB Circular No. A-110:

(1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.

(2) Attachment B, "Bonding and Insurance";

(3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time;

(4) Attachment F, "Standards for Financial Management Systems";

(5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;

(6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and

(7) Attachment O, "Procurement Standards".

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

In addition, in accordance with 24 CFR 570.502(b) and the Single Audit Act of 1984, (Pub L. 98-502), non-profit organizations/ subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive $100,000 or more a year in Federal awards shall have an audit made in accordance with the provisions of Circular A-133. However, non-profit institutions receiving $100,000 or more but receiving awards under only one program have the option of having an audit of their institution prepared in accordance with the provisions of the Circular or having an audit made of the one program. For prior or subsequent years, when an institution has only loan guarantees or outstanding loans that were made previously, the institution may be required to conduct audits for those programs, in accordance with regulations of the Federal agencies providing those guarantees or loans.

b. Non-profit institutions that receive at least $25,000 but less than $100,000 a year in Federal awards shall have an audit made in accordance with Circular A-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

c. Non-profit institutions receiving less than $25,000 a year in deral awards are exempt from Federal audit requirements, but records must available for review by appropriate officials of the Federal grantor ency or subgranting entity.

COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application or if the Subgrantee breaches any term or provision of this Agreement, the County may take one or more of the following actions:

(1) Temporarily withhold cash payments pending correction of the deficiency of the Subgrantee;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or in part suspend or terminate the Agreement for the Subgrantee's program;

(4) Withhold further grant awards under the CDBG program; or

(5) Take such other remedies as may be legally available to the County.

With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were not suspended or terminated.

B. Except as provided in A. above, this Agreement may be terminated in whole or in part only in the following manner:

(1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

(2) by the Subgrantee upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

(3) by the County upon written notification to the Subgrantee, setting forth the reasons and basis for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated.

C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

6. PROGRAM INCOME

A. The receipt of all program income, as defined in CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.

B. All program income shall be retained by the Subgrantee and shall be expended for eligible community development activities, as defined in 24 CFR Sub-part C, Sections 570.200-570.208, upon the County's approval of a plan for the expenditure of such income and subject to the provisions of a written agreement, as defined in 24 CFR 570.503.

Where the Subgrantee retains program income under this agreement, the County shall adjust transfers of grant funds to the Subgrantee according to the following principles:

1. Program income derived under this agreement in the form of repayments to, or interest earned on, a revolving fund as defined in 24 CFR 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury to finance such activity as the fund may be authorized to finance, except for lump sum disbursements to finance rehabilitation of privately owned property as provided for the CFR 570.513; and

2. All other program income derived under this agreement shall be substantially disbursed for eligible activities as set forth in Attachment A to this Agreement or for such other activities as may be approved by the County before additional cash withdrawals are made from the U.S. Treasury to finance such activities.

C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

D. In the event the municipality within which this project is carried out becomes a non-participant in the County CDBG program, all program income derived from the project shall be treated as program income for use in the County's program.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subgrantee Agreement or such longer period as determined appropriate by the County; or

B. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. INSURANCE REQUIREMENTS

This Subgrantee Agreement shall not take effect and the Subgrantee shall not commence work under this Subgrantee Agreement until all insurance required hereunder and certificates of proof have been furnished to the County. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrant, and the work performed under this Subgrantee Agreement. The County its agencies, departments and employees shall be named as an additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance - With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of $50,000 or $100,000.

D. The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subgrantee.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246 As Amended:

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246, As Amended:

(1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions 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 Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee state [illegible] applicants will receive consideration for

(3) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A copy of each contract or purchase order format used should be submitted to the County for its file. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or leaser for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This Subgrantee Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

15. COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Act(42 USC 3601-20) (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

16. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Subgrantee agrees that in planning, and carrying out the project described in Section 1, to the greatest extent feasible:

1. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Hudson County; and

2. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Hudson County.

B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

17. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

No award of the contracts covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

18. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of Contract Work Hours

and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

WORKMEN'S COMPENSATION REQUIREMENTS

The Subgrantee shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Agreement.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq. the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

B. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

22. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG Program.

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program funds received shall be returned to the County.

2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

1. The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

2. The installation of the public improvement meets criterion for national objectives.

3. The requirements of A.2. above are met.

23. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subgrantee shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

24. AMERICANS WITH DISABILITY ACT

The Subgrantee agrees to comply with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336) insofar as it applies to the performance of this Subgrantee Agreement.

25. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE

No member, officer, or employee of the Subgrantee, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this Subgrantee Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

7. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement or to any benefit to arise from the same.

28. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

29. HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

RELIGIOUS ORGANIZATIONS

A. Building Rehabilitation

If the Subgrantee is a religious organization receiving CDBG funds to rehabilitate a building owned by the Subgrantee or a building owned by a religious organization, the Subgrantee agrees to the following provisions:

1. The building (or portion thereof) that is to be improved with the CDBG assistance shall be leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization). That wholly secular entity shall be the Subgrantee.

2. The CDBG assistance shall be provided to the Subgrantee (and not the owner/religious organization) to make the improvements.

3. The premises leased by the Subgrantee shall be used exclusively for secular purposes available to all persons regardless of religion.

4. The lease payments shall not exceed the fair market rent of the premises as they were before the assisted improvements were made.

5. The portion of the cost of any assisted improvements that also serve a non-leased part of the building will be allocated to and paid for by the owner/religious organization.

6. The owner/religious organization and the Subgrantee shall enter into a binding agreement that, unless the Subgrantee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements the owner/religious organization will pay to the Subgrantee an amount equal to the residual value of the improvements.

7. The Subgrantee must remit the residual value of the improvements referred to in 6 above to the County. The County may use this amount to further the objectives of Federal Regulation Part 570. If, however, a private non-profit organization is the lessee as well as the Subgrantee, the organization must remit the amount to HUD.

The Subgrantee may also enter into a management contract authorizing the owner/religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

B. Public Services

If the Subgrantee is a religious organization, the Subgrantee may receive CDBG funds for eligible public services to be provided through a primarily religious entity. However, if the Subgrantee is a religious organization, it shall provide the services assisted with CDBG funds in conformance with the following;

1. The Subgrantee will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

2. The Subgrantee will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

3. The Subgrantee will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Minor Repairs

Where the public services provided under paragraph B of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitues in dollar terms only an incidental portion of the CDBG expenditure for the public services.

1. DRUG-FREE WORKPLACE REQUIREMENTS

The subgrantee certifies that it will provides a drug-free-workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;
(2) The subgrantee's policy of maintaining a drug-free-work-place.
(3) Any available drug counseling, rehabilitation, and employee assistance progams; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performanc of the grant be given a copy of the statement required by paragraph (a):

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County Office of Community Development within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subgrantee shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subgrantee further certifies that, if it is subsequently determined that additional sites will be used for the perforamance of work under the grant, it shall notify the County immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subgrantee Agreement, the subgrantee is providing the certification set out in Item 31.

The certification set out in Item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subgrantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subgrantee shall inform the agency of the change(s).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo con-tendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of subgrantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employee' (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subgrantee's payroll. This definition does not include workers not on the payroll of the subgrantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subgrantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriates Act, the subgrantee certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

CERTIFICATION REGADING LOBBYING

The subgrantee certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in acordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT C
RECORDS TO BE MAINTAINED

RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either 1. or 2. below.

1. Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:

      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subgrantee and business to ensure that low and moderate income persons receive first consideration for those jobs; and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subgrantee chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:

      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time;

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;

4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1. above; and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1).

G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard";

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subgrantee certified that the CDBG activity was designed to address the urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for,

participated in, or benefited from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subgrantees that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entitles are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

P. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of three years from the date of its last annual performance report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County, shall be retained for at least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subgrantee agrees to provide the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Jubilee Center

Grant Number: 5-05D2-11

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Jubilee Center

601 Jackson Street

Hoboken, NJ 07030

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH UNITED CEREBRAL PALSY

Whereas, the Board of Directors of United Cerebral Palsy, located at 1005 Washington Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $2,000 out of available Community Development funds to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and United Cerebral Palsy, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 24, 2011

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Mark A. Tabakin, Corporation Counsel

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT
HUDSON COUNTY, NEW JERSEY

SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: United Cerebral Palsy

PROJECT TITLE: United Cerebral Palsy

PROJECT NUMBER: 5-05B1-11

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2011, by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and United Cerebral Palsy, (hereinafter referred to as the "Subrecipient").

WHEREAS, on 4/28/11 _____ the Hudson County Board of Chosen Freeholders approved fiscal year 11/12 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, said Final Statements included project description(s) and program funds for the subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has approved the County's Community Development Program Final Statement.

WHEREAS, on _____, the Subgrantee entered into a Subgrantee agreement with the Hudson County Board of Chosen Freeholders (hereinafter referred to as the "County").

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

   The Subrecipient will be responsible for the administration of a project entitled United Cerebral Palsy (PROJECT NUMBER **5-05B1-11**) and will utilize **$2,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

   Funds available under this Subrecipient Agreement will be applied toward the specific activities enumerated in Attachment A.

2. TIME OF PERFORMANCE

   The services of the Subrecipient shall commence on **7/1/11** shall terminate no later than **6/30/12**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

   It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$2,000.**

   The project budget shall be as set forth in Section 3 of Attachment A.

4. SUBRECIPIENT REQUIREMENTS

The Subrecipient will direct all communications concerning this Subrecipient Agreement to **Stephanie Hottendorf - 420-2067** and will file the following documents with the Subgrantee:

A. Progress Reports

The Subrecipient shall submit project progress/status reports and financial status reports on a regular basis according to a schedule determined by the Subgrantee and in a format acceptable to the Subgrantee.

B. Budget

The Subrecipient in performing the services under this contract will abide by the terms of the budget as set forth in Section 3 of Attachment A.

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

The Subgrantee agrees to pay the Subrecipient the amount set forth in Article 3 upon submission of a bona fide voucher together with the necessary information to document the bill submitted for payment. Progress payments may be made as appropriate, upon submission of a proper voucher supporting documentation. The Subgrantee will provide the Subrecipient with the procedures applicable to progress payments.

6. AMENDMENTS

The Subgrantee and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Subgrantee and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

7. TERMINATION

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

8. PROGRAM CANCELLATION

It is understood that this Subrecipient Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the Subgrantee reserves the right to cancel this Subrecipient Agreement effective immediately, and in such event the Subgrantee shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal government.

9. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subrecipient pursuant to this Subrecipient Agreement. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to insure that the program for which assistance is being provided under this Subrecipient Agreement is carried out in accordance with the Subrecipient's assurances and certifications to the Subgrantee.

10. GENERAL TERMS AND CONDITIONS

This Subrecipient Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B (February 1990) and the Subrecipient agrees to comply with all such terms and conditions required of a "Subgrantee" in Attachment B.

11. RECORDS TO BE MAINTAINED

The Subrecipient agrees to establish and maintain sufficient records in a format acceptable to the Subgrantee in order to enable the Subgrantee to determine whether the Subrecipient has met the regulations of the U.S. Department of Housing and Urban Development. The records to be maintained are detailed in Attachment C (February 1990) and the Subrecipient agrees to maintain and provide the records required of a "Subgrantee".

IN WITNESS WHEREOF, the Subgrantee and the Subrecipient have executed this Agreement as of the date first above written.

Attest: _____

SUBGRANTEE: City of Hoboken

By: _____
Name: Dawn Zimmer
Title: Mayor
Date:

Attest: _____

SUBRECIPIENT: United Cerebral Palsy

By: _____
Name: Nick Starita
Title: Executive Director
Date:

ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
(COMMUNITY SERVICE PROJECTS)

COMMUNITY: Hoboken

PROJECT TITLE: United Cerebral Palsy

PROJECT NUMBER: 5-05B1-11

Section 1: PROJECT DESCRIPTION To advance the independence, productivity and full citizenship of people with Cerebral Palsy and other disabilities through an In-Home Respite Care Program, Saturday On-Site Respite Program and an Adult special Needs Training Program. The UCP satellite location is based at the Elk's Club, 1005 Washington Street.

United Cerebral Palsy
1005 Washington Street
Hoboken, NJ 07030

Section 2: PROJCT EXECUTION SCHEDULE

ACTIVITY – (LIST MILESTONES	COMPLETION DATE
	6/30/12

Section 3: PROJECT BUDGET

Personnel Costs	
Consultant & Contract Services	
Travel Expenses	
Office Rental	
Office Supplies	
Equipment Rental & Purchase	
Other PSE&G	**$2,000**
Grants & Loans	
TOTAL CDBG BUDGET	**$2,000**

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that:

A. The Subgrantee does not assume the County's environmental responsibility described in CFR 570.604, but agrees to cooperate with the County in meeting them; and

B. The County retains responsibility for initiating the review process under Executive Order 12372.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

A. Subgrantees which are government entities (including public agencies) shall comply with the requirements of 24 CFR 85.36 except paragraph (a), including specifically:

(1) Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and the standards.

(2) Although the New Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, Subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

B. Subgrantees which are not governmental entitles shall comply with Attachment O, "Procurement Standards", to OMB Circular A-110.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

A. Subgrantees which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for high-risks" grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment", except as modified by Section 570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement", except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);

(15) Section 85.41, "Financial reporting", except paragraphs (a), (b) and (e);

(16) Section 85.42, "Retention and access requirements for records";

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51, "Later disallowances and adjustments"; and

(20) Section 85.52, "Collection of amounts due".

B. Subgrantees which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and the following Attachments to OMB Circular No. A-110:

(1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.

(2) Attachment B, "Bonding and Insurance";

(3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time;

(4) Attachment F, "Standards for Financial Management Systems";

(5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;

(6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and

(7) Attachment O, "Procurement Standards".

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

In addition, in accordance with 24 CFR 570.502(b) and the Single Audit Act of 1984, (Pub L. 98-502), non-profit organizations/ subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive $100,000 or more a year in Federal awards shall have an audit made in accordance with the provisions of Circular A-133. However, non-profit institutions receiving $100,000 or more but receiving awards under only one program have the option of having an audit of their institution prepared in accordance with the provisions of the Circular or having an audit made of the one program. For prior or subsequent years, when an institution has only loan guarantees or outstanding loans that were made previously, the institution may be required to conduct audits for those programs, in accordance with regulations of the Federal agencies providing those guarantees or loans.

b. Non-profit institutions that receive at least $25,000 but less than $100,000 a year in Federal awards shall have an audit made in accordance with Circular A-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

c. Non-profit institutions receiving less than $25,000 a year in deral awards are exempt from Federal audit requirements, but records must available for review by appropriate officials of the Federal grantor ency or subgranting entity.

COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application or if the Subgrantee breaches any term or provision of this Agreement, the County may take one or more of the following actions:

(1) Temporarily withhold cash payments pending correction of the deficiency of the Subgrantee;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or in part suspend or terminate the Agreement for the Subgrantee's program;

(4) Withhold further grant awards under the CDBG program; or

(5) Take such other remedies as may be legally available to the County.

With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were not suspended or terminated.

B. Except as provided in A. above, this Agreement may be terminated in whole or in part only in the following manner:

(1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

(2) by the Subgrantee upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

(3) by the County upon written notification to the Subgrantee, setting forth the reasons and basis for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated.

C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

6. PROGRAM INCOME

A. The receipt of all program income, as defined in CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.

B. All program income shall be retained by the Subgrantee and shall be expended for eligible community development activities, as defined in 24 CFR Sub-part C, Sections 570.200-570.208, upon the County's approval of a plan for the expenditure of such income and subject to the provisions of a written agreement, as defined in 24 CFR 570.503.

Where the Subgrantee retains program income under this agreement, the County shall adjust transfers of grant funds to the Subgrantee according to the following principles:

1. Program income derived under this agreement in the form of repayments to, or interest earned on, a revolving fund as defined in 24 CFR 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury to finance such activity as the fund may be authorized to finance, except for lump sum disbursements to finance rehabilitation of privately owned property as provided for the CFR 570.513; and

2. All other program income derived under this agreement shall be substantially disbursed for eligible activities as set forth in Attachment A to this Agreement or for such other activities as may be approved by the County before additional cash withdrawals are made from the U.S. Treasury to finance such activities.

C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

D. In the event the municipality within which this project is carried out becomes a non-participant in the County CDBG program, all program income derived from the project shall be treated as program income for use in the County's program.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subgrantee Agreement or such longer period as determined appropriate by the County; or

B. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. INSURANCE REQUIREMENTS

This Subgrantee Agreement shall not take effect and the Subgrantee shall not commence work under this Subgrantee Agreement until all insurance required hereunder and certificates of proof have been furnished to the County. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrant, and the work performed under this Subgrantee Agreement. The County its agencies, departments and employees shall be named as an additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance - With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of $50,000 or $100,000.

D. The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subgrantee.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246 As Amended:

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246, As Amended:

(1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions 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 Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee state [illegible] applicants will receive consideration for

(3) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A copy of each contract or purchase order format used should be submitted to the County for its file. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or leaser for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This Subgrantee Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

15. COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Act(42 USC 3601-20) (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

16. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Subgrantee agrees that in planning, and carrying out the project described in Section 1, to the greatest extent feasible:

1. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Hudson County; and

2. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Hudson County.

B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

17. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

No award of the contracts covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

18. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of Contract Work Hours

and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

WORKMEN'S COMPENSATION REQUIREMENTS

The Subgrantee shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Agreement.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq. the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

B. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

22. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG Program.

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program [illegible] and any funds received shall be returned to the County.

2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

1. The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

2. The installation of the public improvement meets criterion for national objectives.

3. The requirements of A.2. above are met.

23. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subgrantee shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

24. AMERICANS WITH DISABILITY ACT

The Subgrantee agrees to comply with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336) insofar as it applies to the performance of this Subgrantee Agreement.

25. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE

No member, officer, or employee of the Subgrantee, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this Subgrantee Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

7. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement or to any benefit to arise from the same.

28. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

29. HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

3. RELIGIOUS ORGANIZATIONS

A. Building Rehabilitation

If the Subgrantee is a religious organization receiving CDBG funds to rehabilitate a building owned by the Subgrantee or a building owned by a religious organization, the Subgrantee agrees to the following provisions:

1. The building (or portion thereof) that is to be improved with the CDBG assistance shall be leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization). That wholly secular entity shall be the Subgrantee.

2. The CDBG assistance shall be provided to the Subgrantee (and not the owner/religious organization) to make the improvements.

3. The premises leased by the Subgrantee shall be used exclusively for secular purposes available to all persons regardless of religion.

4. The lease payments shall not exceed the fair market rent of the premises as they were before the assisted improvements were made.

5. The portion of the cost of any assisted improvements that also serve a non-leased part of the building will be allocated to and paid for by the owner/religious organization.

6. The owner/religious organization and the Subgrantee shall enter into a binding agreement that, unless the Subgrantee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements the owner/religious organization will pay to the Subgrantee an amount equal to the residual value of the improvements.

7. The Subgrantee must remit the residual value of the improvements referred to in 6 above to the County. The County may use this amount to further the objectives of Federal Regulation Part 570. If, however, a private non-profit organization is the lessee as well as the Subgrantee, the organization must remit the amount to HUD.

The Subgrantee may also enter into a management contract authorizing the owner/religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

B. Public Services

If the Subgrantee is a religious organization, the Subgrantee may receive CDBG funds for eligible public services to be provided through a primarily religious entity. However, if the Subgrantee is a religious organization, it shall provide the services assisted with CDBG funds in conformance with the following;

1. The Subgrantee will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

2. The Subgrantee will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

3. The Subgrantee will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Minor Repairs

Where the public services provided under paragraph B of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitues in dollar terms only an incidental portion of the CDBG expenditure for the public services.

1. DRUG-FREE WORKPLACE REQUIREMENTS

The subgrantee certifies that it will provides a drug-free-workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;
(2) The subgrantee's policy of maintaining a drug-free-work-place.
(3) Any available drug counseling, rehabilitation, and employee assistance progams; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performanc of the grant be given a copy of the statement required by paragraph (a):

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County Office of Community Development within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subgrantee shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subgrantee further certifies that, if it is subsequently determined that additional sites will be used for the perforamance of work under the grant, it shall notify the County immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subgrantee Agreement, the subgrantee is providing the certification set out in Item 31.

The certification set out in Item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subgrantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subgrantee shall inform the agency of the change(s).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo con-tendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of subgrantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employee' (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subgrantee's payroll. This definition does not include workers not on the payroll of the subgrantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subgrantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriates Act, the subgrantee certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

CERTIFICATION REGADING LOBBYING

The subgrantee certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in acordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT C
RECORDS TO BE MAINTAINED

RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either 1. or 2. below.

1. Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

3. A description of actions to be taken by the Subgrantee and business to ensure that low and moderate income persons receive first consideration for those jobs; and

b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subgrantee chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

2. A listing by job title of the permanent jobs to be created, identifying which are part-time;

b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

D. For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;

4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1. above; and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1).

G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard";

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subgrantee certified that the CDBG activity was designed to address the urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for,

participated in, or benefited from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subgrantees that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entitles are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

P. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of three years from the date of its last annual performance report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County, shall be retained for at least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subgrantee agrees to provide the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name United Cerebral Palsy

Grant Number: 5-05B1-11

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

United Cerebral Palsy

1005 Washington Street

Hoboken, NJ 07030

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH HOPES HEAD START

Whereas, the Board of Directors of HOPES Head Start, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $25,000 out of available Community Development funds and $25,531 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and HOPES Head Start, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 24, 2011

Department of Community Development **Approved as to form:**

_____ _____

Brandy A. Forbes, Director **Mark A. Tabakin, Corporation Counsel**

AGREEMENT BETWEEN
THE CITY OF HOBOKEN
&
HOPES HEAD START

THIS AGREEMENT, entered into this ____ day of _____ by and between the City of Hoboken and HOPES Head Start;

WHEREAS, the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

WHEREAS, the City of Hoboken for the 2010/2011 program year will contribute $25,531 out of available Miscellaneous Program Income Funds, toward the operation of HOPES Head Start;

NOW THEREFORE BE IT RESOLVED, that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____

James J. Farina, City Clerk

Date: _____

_____

Dawn Zimmer, Mayor

Date: _____

Notary:

_____

_____

Ora Welch, Director

Date: _____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT
HUDSON COUNTY, NEW JERSEY

SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: HOPES Head Start

PROJECT TITLE: Child Care Services

PROJECT NUMBER: 5-05L1-11

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____day of _____ 2011 by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and HOPES Head Start, (hereinafter referred to as the "Subrecipient").

WHEREAS, on 4/28/11 _____ the Hudson County Board of Chosen Freeholders approved fiscal year 11/12 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, said Final Statements included project description(s) and program funds for the subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has approved the County's Community Development Program Final Statement.

WHEREAS, on _____, the Subgrantee entered into a Subgrantee agreement with the Hudson County Board of Chosen Freeholders (hereinafter referred to as the "County").

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Child Care Services (HOPES Head Start) (PROJECT NUMBER **5-05L1-11** and will utilize **$25,000.** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

Funds available under this Subrecipient Agreement will be applied toward the specific activities enumerated in Attachment A.

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/11** shall terminate no later than **6/30/12**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$25,000.**

The project budget shall be as set forth in Section 3 of Attachment A.

4. SUBRECIPIENT REQUIREMENTS

The Subrecipient will direct all communications concerning this Subrecipient Agreement to **Stephanie Hottendorf - 420-2067** and will file the following documents with the Subgrantee:

A. Progress Reports

The Subrecipient shall submit project progress/status reports and financial status reports on a regular basis according to a schedule determined by the Subgrantee and in a format acceptable to the Subgrantee.

B. Budget

The Subrecipient in performing the services under this contract will abide by the terms of the budget as set forth in Section 3 of Attachment A.

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

The Subgrantee agrees to pay the Subrecipient the amount set forth in Article 3 upon submission of a bonafide voucher together with the necessary information to document the bill submitted for payment. Progress payments may be made as appropriate, upon submission of a proper voucher supporting documentation. The Subgrantee will provide the Subrecipient with the procedures applicable to progress payments.

6. AMENDMENTS

The Subgrantee and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Subgrantee and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

7. TERMINATION

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

8. PROGRAM CANCELLATION

It is understood that this Subrecipient Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the Subgrantee reserves the right to cancel this Subrecipient Agreement effective immediately, and in such event the Subgrantee shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal government.

9. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subrecipient pursuant to this Subrecipient Agreement. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to insure that the program for which assistance is being provided under this Subrecipient Agreement is carried out in accordance with the Subrecipient's assurances and certifications to the Subgrantee.

10. GENERAL TERMS AND CONDITIONS

This Subrecipient Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B (February 1990) and the Subrecipient agrees to comply with all such terms and conditions required of a "Subgrantee" in Attachment B.

11. RECORDS TO BE MAINTAINED

The Subrecipient agrees to establish and maintain sufficient records in a format acceptable to the Subgrantee in order to enable the Subgrantee to determine whether the Subrecipient has met the regulations of the U.S. Department of Housing and Urban Development. The records to be maintained are detailed in Attachment C (February 1990) and the Subrecipient agrees to maintain and provide the records required of a "Subgrantee".

IN WITNESS WHEREOF, the Subgrantee and the Subrecipient have executed this Agreement as of the date first above written.

Attest: _____

SUBGRANTEE: City of Hoboken

By: _____
Name: Dawn Zimmer
Title: Mayor
Date:

Attest: _____

SUBRECIPIENT: HOPES Head Start

By: _____
Name: Ora Welch
Title: Executive Director
Date:

ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
(COMMUNITY SERVICE PROJECTS)

COMMUNITY: Hoboken

PROJECT TITLE: HOPES Head Start

PROJECT NUMBER: 5-05L1-11

Section 1: PROJECT DESCRIPTION Provision of Child Care Services to low and moderate income families.

HOPES Head Start
301 Garden Street
Hoboken, NJ 07030

Section 2: PROJCT EXECUTION SCHEDULE

ACTIVITY – (LIST MILESTONES	COMPLETION DATE
	6/30/12

Section 3: PROJECT BUDGET

Personnel Costs	
Consultant & Contract Services	
Travel Expenses	
Office Rental	
Office Supplies	
Equipment Rental & Purchase	
Other PSE&G	**$25,000**
Grants & Loans	
TOTAL CDBG BUDGET	**$25,000**

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that:

A. The Subgrantee does not assume the County's environmental responsibility described in CFR 570.604, but agrees to cooperate with the County in meeting them; and

B. The County retains responsibility for initiating the review process under Executive Order 12372.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

A. Subgrantees which are government entities (including public agencies) shall comply with the requirements of 24 CFR 85.36 except paragraph (a), including specifically:

(1) Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and the standards.

(2) Although the New Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, Subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

B. Subgrantees which are not governmental entitles shall comply with Attachment O, "Procurement Standards", to OMB Circular A-110.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

A. Subgrantees which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for high-risks" grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment", except as modified by Section 570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement", except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);

(15) Section 85.41, "Financial reporting", except paragraphs (a), (b) and (e);

(16) Section 85.42, "Retention and access requirements for records";

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51, "Later disallowances and adjustments"; and

(20) Section 85.52, "Collection of amounts due".

B. Subgrantees which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and the following Attachments to OMB Circular No. A-110:

(1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.

(2) Attachment B, "Bonding and Insurance";

(3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time;

(4) Attachment F, "Standards for Financial Management Systems";

(5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;

(6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and

(7) Attachment O, "Procurement Standards".

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

In addition, in accordance with 24 CFR 570.502(b) and the Single Audit Act of 1984, (Pub L. 98-502), non-profit organizations/ subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive $100,000 or more a year in Federal awards shall have an audit made in accordance with the provisions of Circular A-133. However, non-profit institutions receiving $100,000 or more but receiving awards under only one program have the option of having an audit of their institution prepared in accordance with the provisions of the Circular or having an audit made of the one program. For prior or subsequent years, when an institution has only loan guarantees or outstanding loans that were made previously, the institution may be required to conduct audits for those programs, in accordance with regulations of the Federal agencies providing those guarantees or loans.

b. Non-profit institutions that receive at least $25,000 but less than $100,000 a year in Federal awards shall have an audit made in accordance with Circular A-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

c. Non-profit institutions receiving less than $25,000 a year in federal awards are exempt from Federal audit requirements, but records must available for review by appropriate officials of the Federal grantor ency or subgranting entity.

COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application or if the Subgrantee breaches any term or provision of this Agreement, the County may take one or more of the following actions:

(1) Temporarily withhold cash payments pending correction of the deficiency of the Subgrantee;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or in part suspend or terminate the Agreement for the Subgrantee's program;

(4) Withhold further grant awards under the CDBG program; or

(5) Take such other remedies as may be legally available to the County.

With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were not suspended or terminated.

B. Except as provided in A. above, this Agreement may be terminated in whole or in part only in the following manner:

(1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

(2) by the Subgrantee upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

(3) by the County upon written notification to the Subgrantee, setting forth the reasons and basis for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated.

C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

6. PROGRAM INCOME

A. The receipt of all program income, as defined in CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.

B. All program income shall be retained by the Subgrantee and shall be expended for eligible community development activities, as defined in 24 CFR Sub-part C, Sections 570.200-570.208, upon the County's approval of a plan for the expenditure of such income and subject to the provisions of a written agreement, as defined in 24 CFR 570.503.

Where the Subgrantee retains program income under this agreement, the County shall adjust transfers of grant funds to the Subgrantee according to the following principles:

1. Program income derived under this agreement in the form of repayments to, or interest earned on, a revolving fund as defined in 24 CFR 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury to finance such activity as the fund may be authorized to finance, except for lump sum disbursements to finance rehabilitation of privately owned property as provided for the CFR 570.513; and

2. All other program income derived under this agreement shall be substantially disbursed for eligible activities as set forth in Attachment A to this Agreement or for such other activities as may be approved by the County before additional cash withdrawals are made from the U.S. Treasury to finance such activities.

C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

D. In the event the municipality within which this project is carried out becomes a non-participant in the County CDBG program, all program income derived from the project shall be treated as program income for use in the County's program.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subgrantee Agreement or such longer period as determined appropriate by the County; or

B. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. INSURANCE REQUIREMENTS

This Subgrantee Agreement shall not take effect and the Subgrantee shall not commence work under this Subgrantee Agreement until all insurance required hereunder and certificates of proof have been furnished to the County. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrant, and the work performed under this Subgrantee Agreement. The County its agencies, departments and employees shall be named as an additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance - With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of $50,000 or $100,000.

D. The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subgrantee.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246 As Amended:

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246, As Amended:

(1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions 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 Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee state [illegible] applicants will receive consideration for

(3) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A copy of each contract or purchase order format used should be submitted to the County for its file. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or leaser for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This Subgrantee Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

15. COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Act(42 USC 3601-20) (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

16. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Subgrantee agrees that in planning, and carrying out the project described in Section 1, to the greatest extent feasible:

1. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Hudson County; and

2. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Hudson County.

B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

17. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

No award of the contracts covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

18. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of Contract Work Hours

and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

WORKMEN'S COMPENSATION REQUIREMENTS

The Subgrantee shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Agreement.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq. the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

B. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

22. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG Program.

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program funds received shall be returned to the County.

2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

1. The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

2. The installation of the public improvement meets criterion for national objectives.

3. The requirements of A.2. above are met.

23. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subgrantee shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

24. AMERICANS WITH DISABILITY ACT

The Subgrantee agrees to comply with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336) insofar as it applies to the performance of this Subgrantee Agreement.

25. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE

No member, officer, or employee of the Subgrantee, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this Subgrantee Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

27. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement or to any benefit to arise from the same.

28. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

29. HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

RELIGIOUS ORGANIZATIONS

A. Building Rehabilitation

If the Subgrantee is a religious organization receiving CDBG funds to rehabilitate a building owned by the Subgrantee or a building owned by a religious organization, the Subgrantee agrees to the following provisions:

1. The building (or portion thereof) that is to be improved with the CDBG assistance shall be leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization). That wholly secular entity shall be the Subgrantee.

2. The CDBG assistance shall be provided to the Subgrantee (and not the owner/religious organization) to make the improvements.

3. The premises leased by the Subgrantee shall be used exclusively for secular purposes available to all persons regardless of religion.

4. The lease payments shall not exceed the fair market rent of the premises as they were before the assisted improvements were made.

5. The portion of the cost of any assisted improvements that also serve a non-leased part of the building will be allocated to and paid for by the owner/religious organization.

6. The owner/religious organization and the Subgrantee shall enter into a binding agreement that, unless the Subgrantee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements the owner/religious organization will pay to the Subgrantee an amount equal to the residual value of the improvements.

7. The Subgrantee must remit the residual value of the improvements referred to in 6 above to the County. The County may use this amount to further the objectives of Federal Regulation Part 570. If, however, a private non-profit organization is the lessee as well as the Subgrantee, the organization must remit the amount to HUD.

The Subgrantee may also enter into a management contract authorizing the owner/religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

B. Public Services

If the Subgrantee is a religious organization, the Subgrantee may receive CDBG funds for eligible public services to be provided through a primarily religious entity. However, if the Subgrantee is a religious organization, it shall provide the services assisted with CDBG funds in conformance with the following;

1. The Subgrantee will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

2. The Subgrantee will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

3. The Subgrantee will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Minor Repairs

Where the public services provided under paragraph B of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitues in dollar terms only an incidental portion of the CDBG expenditure for the public services.

L. DRUG-FREE WORKPLACE REQUIREMENTS

The subgrantee certifies that it will provides a drug-free-workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;
(2) The subgrantee's policy of maintaining a drug-free-work-place.
(3) Any available drug counseling, rehabilitation, and employee assistance progams; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performanc of the grant be given a copy of the statement required by paragraph (a):

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County Office of Community Development within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subgrantee shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subgrantee further certifies that, if it is subsequently determined that additional sites will be used for the perforamance of work under the grant, it shall notify the County immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subgrantee Agreement, the subgrantee is providing the certification set out in Item 31.

The certification set out in Item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subgrantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subgrantee shall inform the agency of the change(s).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo con-tendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of subgrantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employee' (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subgrantee's payroll. This definition does not include workers not on the payroll of the subgrantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subgrantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriates Act, the subgrantee certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

CERTIFICATION REGADING LOBBYING

The subgrantee certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in acordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT C
RECORDS TO BE MAINTAINED

RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either 1. or 2. below.

1. Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:

      1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

      2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

      3. A description of actions to be taken by the Subgrantee and business to ensure that low and moderate income persons receive first consideration for those jobs; and

   b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subgrantee chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

   a. A copy of a written agreement containing:

      1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

      2. A listing by job title of the permanent jobs to be created, identifying which are part-time;

   b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

   c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;

4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1. above; and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1).

G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard";

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subgrantee certified that the CDBG activity was designed to address the urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for,

participated in, or benefited from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subgrantees that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entitles are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

P. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of three years from the date of its last annual performance report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County, shall be retained for at least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subgrantee agrees to provide the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name HOPES Head Start

Grant Number: 5-05L1-11

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

HOPES Head Start

301 Garden Street

Hoboken, NJ 07030

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH NUESTROS NINOS DAY CARE

Whereas, the Board of Directors of Nuestros Ninos Day Care, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $25,000 out of available Community Development funds and $11,143 out of available Miscellaneous Program Income Funds to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or his/her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Nuestros Ninos Day Care, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 24, 2011

Department of Community Development **Approved as to form:**

_____ _____

Brandy A. Forbes, Director **Mark A. Tabakin, Corporation Counsel**

AGREEMENT BETWEEN
THE CITY OF HOBOKEN
&
NUESTROS NINOS DAY CARE

THIS AGREEMENT, entered into this ____ day of _____ by and between the City of Hoboken and Nuestros Ninos Day Care;

WHEREAS, the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

WHEREAS, the City of Hoboken for the 2011/2012 program year will contribute $11,143, out of available Miscellaneous Program Income Funds, toward the operation of Nuestros Ninos Day Care;

NOW THEREFORE BE IT RESOLVED, that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____ _____

James J. Farina, City Clerk Dawn Zimmer, Mayor

Date: _____ Date: _____

Notary:

_____ _____

Nilda Lorence, Director

Date: _____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT
HUDSON COUNTY, NEW JERSEY

SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Nuestros Ninos

PROJECT TITLE: Child Care Services

PROJECT NUMBER: 5-05L1-11

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of_____ 2011, by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and Nuestros Ninos (hereinafter referred to as the "Subrecipient").

WHEREAS, on 4/28/11 the Hudson County Board of Chosen Freeholders approved fiscal year 11/12 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, said Final Statements included project description(s) and program funds for the subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has approved the County's Community Development Program Final Statement.

WHEREAS, on _____, the Subgrantee entered into a Subgrantee agreement with the Hudson County Board of Chosen Freeholders (hereinafter referred to as the "County").

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Child Care Services (Nuestros Ninos) (PROJECT NUMBER **5-05L1-11**) and will utilize **$25,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

Funds available under this Subrecipient Agreement will be applied toward the specific activities enumerated in Attachment A.

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/11** shall terminate no later than **6/30/12**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$25,000.**

The project budget shall be as set forth in Section 3 of Attachment A.

4. SUBRECIPIENT REQUIREMENTS

The Subrecipient will direct all communications concerning this Subrecipient Agreement to **Stephanie Hottendorf - 420-2067** and will file the following documents with the Subgrantee:

A. Progress Reports

The Subrecipient shall submit project progress/status reports and financial status reports on a regular basis according to a schedule determined by the Subgrantee and in a format acceptable to the Subgrantee.

B. Budget

The Subrecipient in performing the services under this contract will abide by the terms of the budget as set forth in Section 3 of Attachment A.

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5170.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

The Subgrantee agrees to pay the Subrecipient the amount set forth in Article 3 upon submission of a bona fide voucher together with the necessary information to document the bill submitted for payment. Progress payments may be made as appropriate, upon submission of a proper voucher supporting documenta-tion. The Subgrantee will provide the Subrecipient with the procedures applicable to progress payments.

6. AMENDMENTS

The Subgrantee and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Subgrantee and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

7. TERMINATION

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

8. PROGRAM CANCELLATION

It is understood that this Subrecipient Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the Subgrantee reserves the right to cancel this Subrecipient Agreement effective immediately, and in such event the Subgrantee shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal government.

9. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subrecipient pursuant to this Subrecipient Agreement. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to insure that the program for which assistance is being provided under this Subrecipient Agreement is carried out in accordance with the Subrecipient's assurances and certifications to the Subgrantee.

10. GENERAL TERMS AND CONDITIONS

This Subrecipient Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B (February 1990) and the Subrecipient agrees to comply with all such terms and conditions required of a "Subgrantee" in Attachment B.

11. RECORDS TO BE MAINTAINED

The Subrecipient agrees to establish and maintain sufficient records in a format acceptable to the Subgrantee in order to enable the Subgrantee to determine whether the Subrecipient has met the regulations of the U.S. Department of Housing and Urban Development. The records to be maintained are detailed in Attachment C (February 1990) and the Subrecipient agrees to maintain and provide the records required of a "Subgrantee".

IN WITNESS WHEREOF, the Subgrantee and the Subrecipient have executed this Agreement as of the date first above written.

Attest: _____

SUBGRANTEE: City of Hoboken

By: _____
Name: Dawn Zimmer
Title: Mayor
Date:

Attest: _____

SUBRECIPIENT: Nuestros Ninos Day Care

By: _____
Name: Nilda Lorenze
Title: Executive Director
Date:

ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
(COMMUNITY SERVICE PROJECTS)

COMMUNITY: Hoboken

PROJECT TITLE: Nuestros Ninos Day Care

PROJECT NUMBER: 5-05L1-11

Section 1: PROJECT DESCRIPTION Provision of Child Care Services to low and moderate income families.

Nuestros Ninos Day Care
301 Garden Street
Hoboken, NJ 07030

Section 2: PROJCT EXECUTION SCHEDULE

ACTIVITY – (LIST MILESTONES	COMPLETION DATE
	6/30/12

Section 3: PROJECT BUDGET

Personnel Costs	
Consultant & Contract Services	
Travel Expenses	
Office Rental	**$25,000**
Office Supplies	
Equipment Rental & Purchase	
Other	
Grants & Loans	
TOTAL CDBG BUDGET	**$25,000**

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that:

A. The Subgrantee does not assume the County's environmental responsibility described in CFR 570.604, but agrees to cooperate with the County in meeting them; and

B. The County retains responsibility for initiating the review process under Executive Order 12372.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

A. Subgrantees which are government entities (including public agencies) shall comply with the requirements of 24 CFR 85.36 except paragraph (a), including specifically:

(1) Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and the standards.

(2) Although the New Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, Subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

B. Subgrantees which are not governmental entitles shall comply with Attachment O, "Procurement Standards", to OMB Circular A-110.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

A. Subgrantees which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for high-risks" grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment", except as modified by Section 570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement", except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);

(15) Section 85.41, "Financial reporting", except paragraphs (a), (b) and (e);

(16) Section 85.42, "Retention and access requirements for records";

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51, "Later disallowances and adjustments"; and

(20) Section 85.52, "Collection of amounts due".

B. Subgrantees which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and the following Attachments to OMB Circular No. A-110:

(1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.

(2) Attachment B, "Bonding and Insurance";

(3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time;

(4) Attachment F, "Standards for Financial Management Systems";

(5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;

(6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and

(7) Attachment O, "Procurement Standards".

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

In addition, in accordance with 24 CFR 570.502(b) and the Single Audit Act of 1984, (Pub L. 98-502), non-profit organizations/ subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive $100,000 or more a year in Federal awards shall have an audit made in accordance with the provisions of Circular A-133. However, non-profit institutions receiving $100,000 or more but receiving awards under only one program have the option of having an audit of their institution prepared in accordance with the provisions of the Circular or having an audit made of the one program. For prior or subsequent years, when an institution has only loan guarantees or outstanding loans that were made previously, the institution may be required to conduct audits for those programs, in accordance with regulations of the Federal agencies providing those guarantees or loans.

b. Non-profit institutions that receive at least $25,000 but less than $100,000 a year in Federal awards shall have an audit made in accordance with Circular A-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

c. Non-profit institutions receiving less than $25,000 a year in deral awards are exempt from Federal audit requirements, but records must available for review by appropriate officials of the Federal grantor ency or subgranting entity.

COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application or if the Subgrantee breaches any term or provision of this Agreement, the County may take one or more of the following actions:

(1) Temporarily withhold cash payments pending correction of the deficiency of the Subgrantee;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or in part suspend or terminate the Agreement for the Subgrantee's program;

(4) Withhold further grant awards under the CDBG program; or

(5) Take such other remedies as may be legally available to the County.

With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were not suspended or terminated.

B. Except as provided in A. above, this Agreement may be terminated in whole or in part only in the following manner:

(1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

(2) by the Subgrantee upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

(3) by the County upon written notification to the Subgrantee, setting forth the reasons and basis for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated.

C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

6. PROGRAM INCOME

A. The receipt of all program income, as defined in CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.

B. All program income shall be retained by the Subgrantee and shall be expended for eligible community development activities, as defined in 24 CFR Sub-part C, Sections 570.200-570.208, upon the County's approval of a plan for the expenditure of such income and subject to the provisions of a written agreement, as defined in 24 CFR 570.503.

Where the Subgrantee retains program income under this agreement, the County shall adjust transfers of grant funds to the Subgrantee according to the following principles:

1. Program income derived under this agreement in the form of repayments to, or interest earned on, a revolving fund as defined in 24 CFR 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury to finance such activity as the fund may be authorized to finance, except for lump sum disbursements to finance rehabilitation of privately owned property as provided for the CFR 570.513; and

2. All other program income derived under this agreement shall be substantially disbursed for eligible activities as set forth in Attachment A to this Agreement or for such other activities as may be approved by the County before additional cash withdrawals are made from the U.S. Treasury to finance such activities.

C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

D. In the event the municipality within which this project is carried out becomes a non-participant in the County CDBG program, all program income derived from the project shall be treated as program income for use in the County's program.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subgrantee Agreement or such longer period as determined appropriate by the County; or

B. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. INSURANCE REQUIREMENTS

This Subgrantee Agreement shall not take effect and the Subgrantee shall not commence work under this Subgrantee Agreement until all insurance required hereunder and certificates of proof have been furnished to the County. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrant, and the work performed under this Subgrantee Agreement. The County its agencies, departments and employees shall be named as an additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance - With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of $50,000 or $100,000.

D. The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker's Compensation and Employer Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subgrantee.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246 As Amended:

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246, As Amended:

(1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions 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 Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The Subgrantee will, in all solicitations or advertisements placed by or on behalf of the Subgrantee state [illegible] consideration for

(3) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A copy of each contract or purchase order format used should be submitted to the County for its file. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or leaser for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This Subgrantee Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

15. COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Act(42 USC 3601-20) (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

16. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Subgrantee agrees that in planning, and carrying out the project described in Section 1, to the greatest extent feasible:

1. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Hudson County; and

2. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Hudson County.

B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

17. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

No award of the contracts covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

18. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of Contract Work Hours

and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

WORKMEN'S COMPENSATION REQUIREMENTS

The Subgrantee shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Agreement.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq. the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

B. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

22. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG Program.

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low [illegible]derate income. Such assessments constitute program [illegible]eived shall be returned to the County.

2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

1. The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

2. The installation of the public improvement meets criterion for national objectives.

3. The requirements of A.2. above are met.

23. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subgrantee shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

24. AMERICANS WITH DISABILITY ACT

The Subgrantee agrees to comply with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336) insofar as it applies to the performance of this Subgrantee Agreement.

25. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE

No member, officer, or employee of the Subgrantee, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this Subgrantee Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

27. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement or to any benefit to arise from the same.

28. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

29. HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

RELIGIOUS ORGANIZATIONS

A. Building Rehabilitation

If the Subgrantee is a religious organization receiving CDBG funds to rehabilitate a building owned by the Subgrantee or a building owned by a religious organization, the Subgrantee agrees to the following provisions:

1. The building (or portion thereof) that is to be improved with the CDBG assistance shall be leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization). That wholly secular entity shall be the Subgrantee.

2. The CDBG assistance shall be provided to the Subgrantee (and not the owner/religious organization) to make the improvements.

3. The premises leased by the Subgrantee shall be used exclusively for secular purposes available to all persons regardless of religion.

4. The lease payments shall not exceed the fair market rent of the premises as they were before the assisted improvements were made.

5. The portion of the cost of any assisted improvements that also serve a non-leased part of the building will be allocated to and paid for by the owner/religious organization.

6. The owner/religious organization and the Subgrantee shall enter into a binding agreement that, unless the Subgrantee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements the owner/religious organization will pay to the Subgrantee an amount equal to the residual value of the improvements.

7. The Subgrantee must remit the residual value of the improvements referred to in 6 above to the County. The County may use this amount to further the objectives of Federal Regulation Part 570. If, however, a private non-profit organization is the lessee as well as the Subgrantee, the organization must remit the amount to HUD.

The Subgrantee may also enter into a management contract authorizing the owner/religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

B. Public Services

If the Subgrantee is a religious organization, the Subgrantee may receive CDBG funds for eligible public services to be provided through a primarily religious entity. However, if the Subgrantee is a religious organization, it shall provide the services assisted with CDBG funds in conformance with the following;

1. The Subgrantee will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

2. The Subgrantee will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

3. The Subgrantee will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Minor Repairs

Where the public services provided under paragraph B of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitues in dollar terms only an incidental portion of the CDBG expenditure for the public services.

1. DRUG-FREE WORKPLACE REQUIREMENTS

The subgrantee certifies that it will provides a drug-free-workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;
(2) The subgrantee's policy of maintaining a drug-free-work-place.
(3) Any available drug counseling, rehabilitation, and employee assistance progams; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performanc of the grant be given a copy of the statement required by paragraph (a):

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County Office of Community Development within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subgrantee shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subgrantee further certifies that, if it is subsequently determined that additional sites will be used for the perforamance of work under the grant, it shall notify the County immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subgrantee Agreement, the subgrantee is providing the certification set out in Item 31.

The certification set out in Item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subgrantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subgrantee shall inform the agency of the change(s).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo con-tendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of subgrantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employee' (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subgrantee's payroll. This definition does not include workers not on the payroll of the subgrantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subgrantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriates Act, the subgrantee certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

CERTIFICATION REGADING LOBBYING

The subgrantee certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in acordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT C
RECORDS TO BE MAINTAINED

RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either 1. or 2. below.

1. Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

3. A description of actions to be taken by the Subgrantee and business to ensure that low and moderate income persons receive first consideration for those jobs; and

b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subgrantee chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

2. A listing by job title of the permanent jobs to be created, identifying which are part-time;

b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;

4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1. above; and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1).

G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard";

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subgrantee certified that the CDBG activity was designed to address the urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for,

participated in, or benefited from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subgrantees that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entitles are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

P. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of three years from the date of its last annual performance report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County, shall be retained for at least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subgrantee agrees to provide the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Nuestros Ninos Day Care

Grant Number: 5-05L1-11

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Nuestros Ninos Day Care

301 Garden Street

Hoboken, NJ 07030

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH MILE SQUARE DAY CARE

Whereas, the Board of Directors of Mile Square Day Care, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $25,000 out of available Community Development funds and $57,818 out of available Miscellaneous Program Income funds to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Mile Square Day Care, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 24, 2011

Department of Community Development **Approved as to form:**

_____ _____

Brandy A. Forbes, Director **Mark A. Tabakin, Corporation Counsel**

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH DAY CARE 100

Whereas, the Board of Directors of Day Care 100, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $25,000 out of available Community Development funds and $5,508 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Day Care 100, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 24, 2011

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Mark A. Tabakin, Corporation Counsel

AGREEMENT BETWEEN
THE CITY OF HOBOKEN
&
DAY CARE 100

THIS AGREEMENT, entered into this ____ day of _____ by and between the City of Hoboken and Day Care 100;

WHEREAS, the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

WHEREAS, the City of Hoboken for the 2011/2012 program year will contribute $5,508, out of available Miscellaneous Program Income Funds, toward the operation of Day Care 100;

NOW THEREFORE BE IT RESOLVED, that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____

James J. Farina, City Clerk

Date: _____

_____

Dawn Zimmer, Mayor

Date: _____

Notary:

_____

_____

Judy Messina, Director

Date: _____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT
HUDSON COUNTY, NEW JERSEY

SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Day Care 100

PROJECT TITLE: Child Care Services

PROJECT NUMBER: 5-05L1-11

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____ 2011 by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and Day Care 100, (hereinafter referred to as the "Subrecipient").

WHEREAS, on 4/28/11 the Hudson County Board of Chosen Freeholders approved fiscal year 11/12 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, said Final Statements included project description(s) and program funds for the subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has approved the County's Community Development Program Final Statement.

WHEREAS, on _____, the Subgrantee entered into a Subgrantee agreement with the Hudson County Board of Chosen Freeholders (hereinafter referred to as the "County").

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Child Care Services (Day Care 100) (PROJECT NUMBER **5-05L1-011** and will utilize **$25,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

Funds available under this Subrecipient Agreement will be applied toward the specific activities enumerated in Attachment A.

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/11**shall terminate no later than **6/30/12** The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$25,000.**

The project budget shall be as set forth in Section 3 of Attachment A.

4. SUBRECIPIENT REQUIREMENTS

The Subrecipient will direct all communications concerning this Subrecipient Agreement to **Stephanie Hottendorf - 420-2067** and will file the following documents with the Subgrantee:

A. Progress Reports

The Subrecipient shall submit project progress/status reports and financial status reports on a regular basis according to a schedule determined by the Subgrantee and in a format acceptable to the Subgrantee.

B. Budget

The Subrecipient in performing the services under this contract will abide by the terms of the budget as set forth in Section 3 of Attachment A.

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

The Subgrantee agrees to pay the Subrecipient the amount set forth in Article 3 upon submission of a bonafide voucher together with the necessary information to document the bill submitted for payment. Progress payments may be made as appropriate, upon submission of a proper voucher supporting documentation. The Subgrantee will provide the Subrecipient with the procedures applicable to progress payments.

6. AMENDMENTS

The Subgrantee and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Subgrantee and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

7. TERMINATION

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

8. PROGRAM CANCELLATION

It is understood that this Subrecipient Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the Subgrantee reserves the right to cancel this Subrecipient Agreement effective immediately, and in such event the Subgrantee shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal government.

9. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subrecipient pursuant to this Subrecipient Agreement. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to insure that the program for which assistance is being provided under this Subrecipient Agreement is carried out in accordance with the Subrecipient's assurances and certifications to the Subgrantee.

10. GENERAL TERMS AND CONDITIONS

This Subrecipient Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B (February 1990) and the Subrecipient agrees to comply with all such terms and conditions required of a "Subgrantee" in Attachment B.

11. RECORDS TO BE MAINTAINED

The Subrecipient agrees to establish and maintain sufficient records in a format acceptable to the Subgrantee in order to enable the Subgrantee to determine whether the Subrecipient has met the regulations of the U.S. Department of Housing and Urban Development. The records to be maintained are detailed in Attachment C (February 1990) and the Subrecipient agrees to maintain and provide the records required of a "Subgrantee".

IN WITNESS WHEREOF, the Subgrantee and the Subrecipient have executed this Agreement as of the date first above written.

Attest: _____

SUBGRANTEE: City of Hoboken

By: _____
Name: Dawn Zimmer
Title: Mayor

Date:

Attest: _____

SUBRECIPIENT: Day Care 100

By: _____
Name: Judy Messina
Title: Director
Date:

ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
(COMMUNITY SERVICE PROJECTS)

COMMUNITY: Hoboken

PROJECT TITLE: Day Care 100

PROJECT NUMBER: 5-05L1-11

Section 1: PROJECT DESCRIPTION Provision of Child Care Services to low and moderate income families.

Day Care 100
124 Grand Street
Hoboken, NJ 07030

Section 2: PROJCT EXECUTION SCHEDULE

ACTIVITY – (LIST MILESTONES	COMPLETION DATE
	6/30/12

Section 3: PROJECT BUDGET

Personnel Costs	**$25,000**
Consultant & Contract Services	
Travel Expenses	
Office Rental	
Office Supplies	
Equipment Rental & Purchase	
Other PSE&G	
Grants & Loans	
TOTAL CDBG BUDGET	**$25,000**

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that:

A. The Subgrantee does not assume the County's environmental responsibility described in CFR 570.604, but agrees to cooperate with the County in meeting them; and

B. The County retains responsibility for initiating the review process under Executive Order 12372.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

A. Subgrantees which are government entities (including public agencies) shall comply with the requirements of 24 CFR 85.36 except paragraph (a), including specifically:

(1) Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and the standards.

(2) Although the New Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, Subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

B. Subgrantees which are not governmental entitles shall comply with Attachment O, "Procurement Standards", to OMB Circular A-110.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

A. Subgrantees which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for high-risks" grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment", except as modified by Section 570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement", except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);

(15) Section 85.41, "Financial reporting", except paragraphs (a), (b) and (e);

(16) Section 85.42, "Retention and access requirements for records";

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51, "Later disallowances and adjustments"; and

(20) Section 85.52, "Collection of amounts due".

B. Subgrantees which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and the following Attachments to OMB Circular No. A-110:

(1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.

(2) Attachment B, "Bonding and Insurance";

(3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time;

(4) Attachment F, "Standards for Financial Management Systems";

(5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;

(6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and

(7) Attachment O, "Procurement Standards".

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

In addition, in accordance with 24 CFR 570.502(b) and the Single Audit Act of 1984, (Pub L. 98-502), non-profit organizations/ subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive $100,000 or more a year in Federal awards shall have an audit made in accordance with the provisions of Circular A-133. However, non-profit institutions receiving $100,000 or more but receiving awards under only one program have the option of having an audit of their institution prepared in accordance with the provisions of the Circular or having an audit made of the one program. For prior or subsequent years, when an institution has only loan guarantees or outstanding loans that were made previously, the institution may be required to conduct audits for those programs, in accordance with regulations of the Federal agencies providing those guarantees or loans.

b. Non-profit institutions that receive at least $25,000 but less than $100,000 a year in Federal awards shall have an audit made in accordance with Circular A-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

c. Non-profit institutions receiving less than $25,000 a year in deral awards are exempt from Federal audit requirements, but records must available for review by appropriate officials of the Federal grantor ency or subgranting entity.

COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application or if the Subgrantee breaches any term or provision of this Agreement, the County may take one or more of the following actions:

(1) Temporarily withhold cash payments pending correction of the deficiency of the Subgrantee;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or in part suspend or terminate the Agreement for the Subgrantee's program;

(4) Withhold further grant awards under the CDBG program; or

(5) Take such other remedies as may be legally available to the County.

With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were not suspended or terminated.

B. Except as provided in A. above, this Agreement may be terminated in whole or in part only in the following manner:

(1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

(2) by the Subgrantee upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

(3) by the County upon written notification to the Subgrantee, setting forth the reasons and basis for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated.

C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

6. PROGRAM INCOME

A. The receipt of all program income, as defined in CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.

B. All program income shall be retained by the Subgrantee and shall be expended for eligible community development activities, as defined in 24 CFR Sub-part C, Sections 570.200-570.208, upon the County's approval of a plan for the expenditure of such income and subject to the provisions of a written agreement, as defined in 24 CFR 570.503.

Where the Subgrantee retains program income under this agreement, the County shall adjust transfers of grant funds to the Subgrantee according to the following principles:

1. Program income derived under this agreement in the form of repayments to, or interest earned on, a revolving fund as defined in 24 CFR 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury to finance such activity as the fund may be authorized to finance, except for lump sum disbursements to finance rehabilitation of privately owned property as provided for the CFR 570.513; and

2. All other program income derived under this agreement shall be substantially disbursed for eligible activities as set forth in Attachment A to this Agreement or for such other activities as may be approved by the County before additional cash withdrawals are made from the U.S. Treasury to finance such activities.

C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

D. In the event the municipality within which this project is carried out becomes a non-participant in the County CDBG program, all program income derived from the project shall be treated as program income for use in the County's program.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subgrantee Agreement or such longer period as determined appropriate by the County; or

B. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. INSURANCE REQUIREMENTS

This Subgrantee Agreement shall not take effect and the Subgrantee shall not commence work under this Subgrantee Agreement until all insurance required hereunder and certificates of proof have been furnished to the County. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrant, and the work performed under this Subgrantee Agreement. The County its agencies, departments and employees shall be named as an additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance - With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of $50,000 or $100,000.

D. The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subgrantee.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246 As Amended:

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246, As Amended:

(1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions 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 Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The Subgrantee will, in all solicitations or advertisements [illegible] employees placed by or on behalf of the Subgrantee state [illegible] will receive consideration for

(3) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A copy of each contract or purchase order format used should be submitted to the County for its file. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or leaser for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This Subgrantee Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

15. COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Act(42 USC 3601-20) (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

16. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Subgrantee agrees that in planning, and carrying out the project described in Section 1, to the greatest extent feasible:

1. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Hudson County; and

2. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Hudson County.

B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

17. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

No award of the contracts covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

18. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of Contract Work Hours

and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

WORKMEN'S COMPENSATION REQUIREMENTS

The Subgrantee shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Agreement.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq. the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

B. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

LOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

22. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG Program.

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program funds received shall be returned to the County.

2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

1. The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

2. The installation of the public improvement meets criterion for national objectives.

3. The requirements of A.2. above are met.

23. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subgrantee shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

24. AMERICANS WITH DISABILITY ACT

The Subgrantee agrees to comply with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336) insofar as it applies to the performance of this Subgrantee Agreement.

25. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE

No member, officer, or employee of the Subgrantee, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this Subgrantee Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

27. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement or to any benefit to arise from the same.

28. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

29. HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

RELIGIOUS ORGANIZATIONS

A. Building Rehabilitation

If the Subgrantee is a religious organization receiving CDBG funds to rehabilitate a building owned by the Subgrantee or a building owned by a religious organization, the Subgrantee agrees to the following provisions:

1. The building (or portion thereof) that is to be improved with the CDBG assistance shall be leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization). That wholly secular entity shall be the Subgrantee.

2. The CDBG assistance shall be provided to the Subgrantee (and not the owner/religious organization) to make the improvements.

3. The premises leased by the Subgrantee shall be used exclusively for secular purposes available to all persons regardless of religion.

4. The lease payments shall not exceed the fair market rent of the premises as they were before the assisted improvements were made.

5. The portion of the cost of any assisted improvements that also serve a non-leased part of the building will be allocated to and paid for by the owner/religious organization.

6. The owner/religious organization and the Subgrantee shall enter into a binding agreement that, unless the Subgrantee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements the owner/religious organization will pay to the Subgrantee an amount equal to the residual value of the improvements.

7. The Subgrantee must remit the residual value of the improvements referred to in 6 above to the County. The County may use this amount to further the objectives of Federal Regulation Part 570. If, however, a private non-profit organization is the lessee as well as the Subgrantee, the organization must remit the amount to HUD.

The Subgrantee may also enter into a management contract authorizing the owner/religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

B. Public Services

If the Subgrantee is a religious organization, the Subgrantee may receive CDBG funds for eligible public services to be provided through a primarily religious entity. However, if the Subgrantee is a religious organization, it shall provide the services assisted with CDBG funds in conformance with the following;

1. The Subgrantee will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

2. The Subgrantee will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

3. The Subgrantee will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Minor Repairs

Where the public services provided under paragraph B of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitues in dollar terms only an incidental portion of the CDBG expenditure for the public services.

1. DRUG-FREE WORKPLACE REQUIREMENTS

The subgrantee certifies that it will provides a drug-free-workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;
(2) The subgrantee's policy of maintaining a drug-free-work-place.
(3) Any available drug counseling, rehabilitation, and employee assistance progams; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performanc of the grant be given a copy of the statement required by paragraph (a):

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County Office of Community Development within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subgrantee shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subgrantee further certifies that, if it is subsequently determined that additional sites will be used for the perforamance of work under the grant, it shall notify the County immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subgrantee Agreement, the subgrantee is providing the certification set out in Item 31.

The certification set out in Item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subgrantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subgrantee shall inform the agency of the change(s).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo con-tendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of subgrantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employee' (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subgrantee's payroll. This definition does not include workers not on the payroll of the subgrantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subgrantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriates Act, the subgrantee certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

CERTIFICATION REGADING LOBBYING

The subgrantee certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in acordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT C
RECORDS TO BE MAINTAINED

RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either 1. or 2. below.

1. Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

3. A description of actions to be taken by the Subgrantee and business to ensure that low and moderate income persons receive first consideration for those jobs; and

b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subgrantee chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

2. A listing by job title of the permanent jobs to be created, identifying which are part-time;

b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

E. For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;

4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph B.1. above; and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1).

G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard";

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subgrantee certified that the CDBG activity was designed to address the urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for,

participated in, or benefited from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subgrantees that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entitles are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

P. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of three years from the date of its last annual performance report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County, shall be retained for at least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which has acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subgrantee agrees to provide the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Day Care 100

Grant Number: 5-05L1-11

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Day Care 100

124 Grand Street

Hoboken, NJ 07030

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH HOBOKEN FAMILY PLANNING

Whereas, the Board of Directors of Hoboken Family Planning, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Family Planning Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $20,000 out of available Community Development funds and $3,000 out of available Miscellaneous Program Income funds to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Family Planning, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 24, 2011

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Mark A. Tabakin, Corporation Counsel

AGREEMENT BETWEEN
THE CITY OF HOBOKEN
&
HOBOKEN FAMILY PLANNING

THIS AGREEMENT, entered into this ____ day of _____ by and between the City of Hoboken and Hoboken Family Planning;

WHEREAS, the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

WHEREAS, the City of Hoboken for the 2011/2012 program year will contribute $3,000, out of available Miscellaneous Program Income Funds, toward the operation of Hoboken Family Planning;

NOW THEREFORE BE IT RESOLVED, that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____

James J. Farina, City Clerk

Date: _____

_____

Dawn Zimmer, Mayor

Date: _____

Notary:

_____

_____

Manuel Iglesias, Director

Date: _____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT
HUDSON COUNTY, NEW JERSEY

SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Hoboken Family Planning

PROJECT TITLE: Family Planning Services

PROJECT NUMBER: 5-05D1-11

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____2011 by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and Hoboken Family Planning, (hereinafter referred to as the "Subrecipient").

WHEREAS, on 4/28/11 the Hudson County Board of Chosen Freeholders approved fiscal year 11/12 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, said Final Statements included project description(s) and program funds for the subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has approved the County's Community Development Program Final Statement.

WHEREAS, on _____, the Subgrantee entered into a Subgrantee agreement with the Hudson County Board of Chosen Freeholders (hereinafter referred to as the "County").

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Hoboken Family Planning (PROJECT NUMBER **5-05M1-11** and will utilize **$20,000.** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

Funds available under this Subrecipient Agreement will be applied toward the specific activities enumerated in Attachment A.

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/11**shall terminate no later than **6/30/12** The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$20,000.**

The project budget shall be as set forth in Section 3 of Attachment A.

4. SUBRECIPIENT REQUIREMENTS

The Subrecipient will direct all communications concerning this Subrecipient Agreement to **Stephanie Hottendorf - 420-2067** and will file the following documents with the Subgrantee:

A. Progress Reports

The Subrecipient shall submit project progress/status reports and financial status reports on a regular basis according to a schedule determined by the Subgrantee and in a format acceptable to the Subgrantee.

B. Budget

The Subrecipient in performing the services under this contract will abide by the terms of the budget as set forth in Section 3 of Attachment A.

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

The Subgrantee agrees to pay the Subrecipient the amount set forth in Article 3 upon submission of a bona fide voucher together with the necessary information to document the bill submitted for payment. Progress payments may be made as appropriate, upon submission of a proper voucher supporting documentation. The Subgrantee will provide the Subrecipient with the procedures applicable to progress payments.

6. AMENDMENTS

The Subgrantee and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Subgrantee and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

7. TERMINATION

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

8. PROGRAM CANCELLATION

It is understood that this Subrecipient Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the Subgrantee reserves the right to cancel this Subrecipient Agreement effective immediately, and in such event the Subgrantee shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal government.

9. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subrecipient pursuant to this Subrecipient Agreement. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to insure that the program for which assistance is being provided under this Subrecipient Agreement is carried out in accordance with the Subrecipient's assurances and certifications to the Subgrantee.

10. GENERAL TERMS AND CONDITIONS

This Subrecipient Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B (February 1990) and the Subrecipient agrees to comply with all such terms and conditions required of a "Subgrantee" in Attachment B.

11. RECORDS TO BE MAINTAINED

The Subrecipient agrees to establish and maintain sufficient records in a format acceptable to the Subgrantee in order to enable the Subgrantee to determine whether the Subrecipient has met the regulations of the U.S. Department of Housing and Urban Development. The records to be maintained are detailed in Attachment C (February 1990) and the Subrecipient agrees to maintain and provide the records required of a "Subgrantee".

IN WITNESS WHEREOF, the Subgrantee and the Subrecipient have executed this Agreement as of the date first above written.

Attest: _____

SUBGRANTEE: City of Hoboken

By: _____
Name: Dawn Zimmer
Title: Mayor
Date:

Attest: _____

SUBRECIPIENT: Hoboken Family Planning

By: _____
Name: Manuel Iglesias
Title: Director
Date:

ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
(COMMUNITY SERVICE PROJECTS)

COMMUNITY: Hoboken

PROJECT TITLE: Hoboken Family Planning

PROJECT NUMBER: 5-05M1-11

Section 1: PROJECT DESCRIPTION To continue family planning health services, medical information, counseling and social services to approximately 216 low and moderate income residents annually.

Hoboken Family Planning
124 Grand Street
Hoboken, NJ 07030

Section 2: PROJCT EXECUTION SCHEDULE

ACTIVITY – (LIST MILESTONES)	COMPLETION DATE
	6/30/12

Section 3: PROJECT BUDGET

Personnel Costs	**$20,000**
Consultant & Contract Services	
Travel Expenses	
Office Rental	
Office Supplies	
Equipment Rental & Purchase	
Other	
Grants & Loans	
TOTAL CDBG BUDGET	**$20,000**

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that:

A. The Subgrantee does not assume the County's environmental responsibility described in CFR 570.604, but agrees to cooperate with the County in meeting them; and

B. The County retains responsibility for initiating the review process under Executive Order 12372.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

A. Subgrantees which are government entities (including public agencies) shall comply with the requirements of 24 CFR 85.36 except paragraph (a), including specifically:

(1) Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and the standards.

(2) Although the New Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, Subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

B. Subgrantees which are not governmental entitles shall comply with Attachment O, "Procurement Standards", to OMB Circular A-110.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

A. Subgrantees which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for high-risks" grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment", except as modified by Section 570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement", except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);

(15) Section 85.41, "Financial reporting", except paragraphs (a), (b) and (e);

(16) Section 85.42, "Retention and access requirements for records";

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51, "Later disallowances and adjustments"; and

(20) Section 85.52, "Collection of amounts due".

B. Subgrantees which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and the following Attachments to OMB Circular No. A-110:

(1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.

(2) Attachment B, "Bonding and Insurance";

(3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time;

(4) Attachment E, "Standards for Financial Management Systems";

(5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;

(6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and

(7) Attachment O, "Procurement Standards".

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

In addition, in accordance with 24 CFR 570.502(b) and the Single Audit Act of 1984, (Pub L. 98-502), non-profit organizations/ subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive $100,000 or more a year in Federal awards shall have an audit made in accordance with the provisions of Circular A-133. However, non-profit institutions receiving $100,000 or more but receiving awards under only one program have the option of having an audit of their institution prepared in accordance with the provisions of the Circular or having an audit made of the one program. For prior or subsequent years, when an institution has only loan guarantees or outstanding loans that were made previously, the institution may be required to conduct audits for those programs, in accordance with regulations of the Federal agencies providing those guarantees or loans.

b. Non-profit institutions that receive at least $25,000 but less than $100,000 a year in Federal awards shall have an audit made in accordance with Circular A-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

c. Non-profit institutions receiving less than $25,000 a year in deral awards are exempt from Federal audit requirements, but records must available for review by appropriate officials of the Federal grantor ency or subgranting entity.

COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application or if the Subgrantee breaches any term or provision of this Agreement, the County may take one or more of the following actions:

(1) Temporarily withhold cash payments pending correction of the deficiency of the Subgrantee;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or in part suspend or terminate the Agreement for the Subgrantee's program;

(4) Withhold further grant awards under the CDBG program; or

(5) Take such other remedies as may be legally available to the County.

With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were not suspended or terminated.

B. Except as provided in A. above, this Agreement may be terminated in whole or in part only in the following manner:

(1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

(2) by the Subgrantee upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

(3) by the County upon written notification to the Subgrantee, setting forth the reasons and basis for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated.

C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

6. PROGRAM INCOME

A. The receipt of all program income, as defined in CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.

B. All program income shall be retained by the Subgrantee and shall be expended for eligible community development activities, as defined in 24 CFR Sub-part C, Sections 570.200-570.208, upon the County's approval of a plan for the expenditure of such income and subject to the provisions of a written agreement, as defined in 24 CFR 570.503.

Where the Subgrantee retains program income under this agreement, the County shall adjust transfers of grant funds to the Subgrantee according to the following principles:

1. Program income derived under this agreement in the form of repayments to, or interest earned on, a revolving fund as defined in 24 CFR 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury to finance such activity as the fund may be authorized to finance, except for lump sum disbursements to finance rehabilitation of privately owned property as provided for the CFR 570.513; and

2. All other program income derived under this agreement shall be substantially disbursed for eligible activities as set forth in Attachment A to this Agreement or for such other activities as may be approved by the County before additional cash withdrawals are made from the U.S. Treasury to finance such activities.

C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

D. In the event the municipality within which this project is carried out becomes a non-participant in the County CDBG program, all program income derived from the project shall be treated as program income for use in the County's program.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subgrantee Agreement or such longer period as determined appropriate by the County; or

B. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. INSURANCE REQUIREMENTS

This Subgrantee Agreement shall not take effect and the Subgrantee shall not commence work under this Subgrantee Agreement until all insurance required hereunder and certificates of proof have been furnished to the County. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrant, and the work performed under this Subgrantee Agreement. The County its agencies, departments and employees shall be named as an additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance - With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of $50,000 or $100,000.

D. The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subgrantee.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246 As Amended:

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246, As Amended:

(1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions 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 Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee state [illegible] will receive consideration for

(3) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A copy of each contract or purchase order format used should be submitted to the County for its file. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or leaser for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This Subgrantee Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

15. COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Act(42 USC 3601-20) (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

16. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Subgrantee agrees that in planning, and carrying out the project described in Section 1, to the greatest extent feasible:

1. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Hudson County; and

2. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Hudson County.

B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

17. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

No award of the contracts covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

18. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of Contract Work Hours

and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

WORKMEN'S COMPENSATION REQUIREMENTS

The Subgrantee shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Agreement.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq. the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

B. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

LOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

22. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG Program.

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program [illegible] received shall be returned to the County.

2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

1. The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

2. The installation of the public improvement meets criterion for national objectives.

3. The requirements of A.2. above are met.

23. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subgrantee shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

24. AMERICANS WITH DISABILITY ACT

The Subgrantee agrees to comply with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336) insofar as it applies to the performance of this Subgrantee Agreement.

25. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE

No member, officer, or employee of the Subgrantee, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this Subgrantee Agreement.. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

7. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement or to any benefit to arise from the same.

28. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

29. HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

RELIGIOUS ORGANIZATIONS

A. Building Rehabilitation

If the Subgrantee is a religious organization receiving CDBG funds to rehabilitate a building owned by the Subgrantee or a building owned by a religious organization, the Subgrantee agrees to the following provisions:

1. The building (or portion thereof) that is to be improved with the CDBG assistance shall be leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization). That wholly secular entity shall be the Subgrantee.

2. The CDBG assistance shall be provided to the Subgrantee (and not the owner/religious organization) to make the improvements.

3. The premises leased by the Subgrantee shall be used exclusively for secular purposes available to all persons regardless of religion.

4. The lease payments shall not exceed the fair market rent of the premises as they were before the assisted improvements were made.

5. The portion of the cost of any assisted improvements that also serve a non-leased part of the building will be allocated to and paid for by the owner/religious organization.

6. The owner/religious organization and the Subgrantee shall enter into a binding agreement that, unless the Subgrantee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements the owner/religious organization will pay to the Subgrantee an amount equal to the residual value of the improvements.

7. The Subgrantee must remit the residual value of the improvements referred to in 6 above to the County. The County may use this amount to further the objectives of Federal Regulation Part 570. If, however, a private non-profit organization is the lessee as well as the Subgrantee, the organization must remit the amount to HUD.

The Subgrantee may also enter into a management contract authorizing the owner/religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

B. Public Services

If the Subgrantee is a religious organization, the Subgrantee may receive CDBG funds for eligible public services to be provided through a primarily religious entity. However, if the Subgrantee is a religious organization, it shall provide the services assisted with CDBG funds in conformance with the following;

1. The Subgrantee will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

2. The Subgrantee will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

3. The Subgrantee will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Minor Repairs

Where the public services provided under paragraph B of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitues in dollar terms only an incidental portion of the CDBG expenditure for the public services.

1. DRUG-FREE WORKPLACE REQUIREMENTS

The subgrantee certifies that it will provides a drug-free-workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;
(2) The subgrantee's policy of maintaining a drug-free-work-place.
(3) Any available drug counseling, rehabilitation, and employee assistance progams; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performanc of the grant be given a copy of the statement required by paragraph (a):

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County Office of Community Development within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subgrantee shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subgrantee further certifies that, if it is subsequently determined that additional sites will be used for the perforamance of work under the grant, it shall notify the County immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subgrantee Agreement, the subgrantee is providing the certification set out in Item 31.

The certification set out in Item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subgrantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subgrantee shall inform the agency of the change(s).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo con-tendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of subgrantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employee' (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subgrantee's payroll. This definition does not include workers not on the payroll of the subgrantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subgrantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriates Act, the subgrantee certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

CERTIFICATION REGADING LOBBYING

The subgrantee certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in acordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT C
RECORDS TO BE MAINTAINED

RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either 1. or 2. below.

1. Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

3. A description of actions to be taken by the Subgrantee and business to ensure that low and moderate income persons receive first consideration for those jobs; and

b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subgrantee chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

2. A listing by job title of the permanent jobs to be created, identifying which are part-time;

b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

E. For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;

4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E.1. above; and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1).

G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard";

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subgrantee certified that the CDBG activity was designed to address the urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for,

participated in, or benefited from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subgrantees that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entitles are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

P. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of three years from the date of its last annual performance report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County, shall be retained for at least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subgrantee agrees to provide the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Hoboken Family Planning

Grant Number: 5-05M1-11

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Hoboken Family Planning

124 Grand Street

Hoboken, NJ 07030

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of the Boys & Girls Club of Hudson County (Hoboken Unit), located at 119 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Recreation Services within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $10,000 out of available Community Development funds and $2,000 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Council of the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Boys & Girls Club of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 24, 2011

Department of Community Development **Approved as to form:**

_____ _____

Brandy A Forbes, Director **Mark A. Tabakin, Corporation Counsel**

AGREEMENT BETWEEN
THE CITY OF HOBOKEN
&
THE BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)

THIS AGREEMENT, entered into this ____ day of _____ by and between the City of Hoboken and the Boys & Girls Club of Hudson County (Hoboken Unit);

WHEREAS, the Hudson County Division of Housing and Community Development has cut the funding level for public service projects in the City of Hoboken; and

WHEREAS, the City of Hoboken for the 2011/2012 program year will contribute $2,000, out of available Miscellaneous Program Income Funds, toward the operation of the Boys & Girls Club of Hudson County (Hoboken Unit);

NOW THEREFORE BE IT RESOLVED, that the above funding will be subject to all conditions, covenants and obligations of the attached Subrecipient Agreement;

_____

James J. Farina, City Clerk

Date: _____

_____

Dawn Zimmer, Mayor

Date: _____

Notary:

_____

_____

Gary Greenberg, Director

Date: _____

HUDSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT
HUDSON COUNTY, NEW JERSEY

SUBRECIPIENT AGREEMENT

SUBGRANTEE: City of Hoboken

SUBRECIPIENT: Boys & Girls Club of Hudson County (Hoboken Unit)

PROJECT TITLE: City Recreation

PROJECT NUMBER: 5-05D1-11

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2011, by and between the City of Hoboken (hereinafter refereed to as the "Subgrantee") and the Boys & Girls Club of Hudson County (Hoboken Unit), (hereinafter referred to as the "Subrecipient").

WHEREAS, on 4/28/11 the Hudson County Board of Chosen Freeholders approved fiscal year 11/12 Community Development Program Final Statement which was submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, said Final Statements included project description(s) and program funds for the subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has approved the County's Community Development Program Final Statement.

WHEREAS, on _____, the Subgrantee entered into a Subgrantee agreement with the Hudson County Board of Chosen Freeholders (hereinafter referred to as the "County").

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of a project entitled Boys & Girls Club (Hoboken Unit) (PROJECT NUMBER **5-05D1-11**) and will utilize **$10,000** in Community Development Block Grant Funds to undertake the Project as described in Section I of Attachment A.

Funds available under this Subrecipient Agreement will be applied toward the specific activities enumerated in Attachment A.

2. TIME OF PERFORMANCE

The services of the Subrecipient shall commence on **7/1/11** shall terminate no later than **6/30/12**. The project execution schedule shall be as set forth in Section 2 of Attachment A.

3. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the Subgrantee under this Subrecipient Agreement for the above described project shall not exceed **$10,000.**

The project budget shall be as set forth in Section 3 of Attachment A.

4. SUBRECIPIENT REQUIREMENTS

The Subrecipient will direct all communications concerning this Subrecipient Agreement to **Stephanie Hottendorf - 420-2067** and will file the following documents with the Subgrantee:

A. Progress Reports

The Subrecipient shall submit project progress/status reports and financial status reports on a regular basis according to a schedule determined by the Subgrantee and in a format acceptable to the Subgrantee.

B. Budget

The Subrecipient in performing the services under this contract will abide by the terms of the budget as set forth in Section 3 of Attachment A.

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 5I70.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Subrecipient will designate a representative to be responsible for the administration of the project and receive all communications from the Subgrantee.

5. METHOD OF PAYMENT

The Subgrantee agrees to pay the Subrecipient the amount set forth in Article 3 upon submission of a bona fide voucher together with the necessary information to document the bill submitted for payment. Progress payments may be made as appropriate, upon submission of a proper voucher supporting documentation. The Subgrantee will provide the Subrecipient with the procedures applicable to progress payments.

6. AMENDMENTS

The Subgrantee and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Subgrantee and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

7. TERMINATION

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

8. PROGRAM CANCELLATION

It is understood that this Subrecipient Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the Subgrantee reserves the right to cancel this Subrecipient Agreement effective immediately, and in such event the Subgrantee shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal government.

9. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subrecipient pursuant to this Subrecipient Agreement. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to insure that the program for which assistance is being provided under this Subrecipient Agreement is carried out in accordance with the Subrecipient's assurances and certifications to the Subgrantee.

10. GENERAL TERMS AND CONDITIONS

This Subrecipient Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B (February 1990) and the Subrecipient agrees to comply with all such terms and conditions required of a "Subgrantee" in Attachment B.

11. RECORDS TO BE MAINTAINED

The Subrecipient agrees to establish and maintain sufficient records in a format acceptable to the Subgrantee in order to enable the Subgrantee to determine whether the Subrecipient has met the regulations of the U.S. Department of Housing and Urban Development. The records to be maintained are detailed in Attachment C (February 1990) and the Subrecipient agrees to maintain and provide the records required of a "Subgrantee".

IN WITNESS WHEREOF, the Subgrantee and the Subrecipient have executed this Agreement as of the date first above written.

Attest: _____

SUBGRANTEE: City of Hoboken

By: _____
Name: Dawn Zimmer
Title: Mayor
Date:

Attest: _____

SUBRECIPIENT: Boys & Girls Club of Hudson County (Hoboken Unit)

By: _____
Name: Gary Greenberg
Title: Director
Date:

ATTACHMENT A TO SUBRECIPIENT ATGREEMENT
(COMMUNITY SERVICE PROJECTS)

COMMUNITY: Hoboken

PROJECT TITLE: Boys & Girls Club

PROJECT NUMBER: 5-05D1-11

Section 1: PROJECT DESCRIPTION Provision of Recreation and Counseling Services to low and moderate income youth.

Boys & Girls Club of Hudson County (Hoboken Unit)
123 Jefferson Street
Hoboken, NJ 07030

Section 2: PROJCT EXECUTION SCHEDULE

ACTIVITY – (LIST MILESTONES	COMPLETION DATE
	6/30/12

Section 3: PROJECT BUDGET

Personnel Costs	**$10,000**
Consultant & Contract Services	
Travel Expenses	
Office Rental	
Office Supplies	
Equipment Rental & Purchase	
Other PSE&G	
Grants & Loans	
TOTAL CDBG BUDGET	**$10,000**

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that:

A. The Subgrantee does not assume the County's environmental responsibility described in CFR 570.604, but agrees to cooperate with the County in meeting them; and

B. The County retains responsibility for initiating the review process under Executive Order 12372.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

A. Subgrantees which are government entities (including public agencies) shall comply with the requirements of 24 CFR 85.36 except paragraph (a), including specifically:

(1) Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and the standards.

(2) Although the New Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, Subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

B. Subgrantees which are not governmental entitles shall comply with Attachment O, "Procurement Standards", to OMB Circular A-110.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

A. Subgrantees which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for high-risks" grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment", except as modified by Section 570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement", except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);

(15) Section 85.41, "Financial reporting", except paragraphs (a), (b) and (e);

(16) Section 85.42, "Retention and access requirements for records";

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51, "Later disallowances and adjustments"; and

(20) Section 85.52, "Collection of amounts due".

B. Subgrantees which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and the following Attachments to OMB Circular No. A-110:

(1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.

(2) Attachment B, "Bonding and Insurance";

(3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time;

(4) Attachment F, "Standards for Financial Management Systems";

(5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;

(6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and

(7) Attachment O, "Procurement Standards".

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

In addition, in accordance with 24 CFR 570.502(b) and the Single Audit Act of 1984, (Pub L. 98-502), non-profit organizations/ subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive $100,000 or more a year in Federal awards shall have an audit made in accordance with the provisions of Circular A-133. However, non-profit institutions receiving $100,000 or more but receiving awards under only one program have the option of having an audit of their institution prepared in accordance with the provisions of the Circular or having an audit made of the one program. For prior or subsequent years, when an institution has only loan guarantees or outstanding loans that were made previously, the institution may be required to conduct audits for those programs, in accordance with regulations of the Federal agencies providing those guarantees or loans.

b. Non-profit institutions that receive at least $25,000 but less than $100,000 a year in Federal awards shall have an audit made in accordance with Circular A-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

c. Non-profit institutions receiving less than $25,000 a year in deral awards are exempt from Federal audit requirements, but records must available for review by appropriate officials of the Federal grantor ency or subgranting entity.

COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application or if the Subgrantee breaches any term or provision of this Agreement, the County may take one or more of the following actions:

(1) Temporarily withhold cash payments pending correction of the deficiency of the Subgrantee;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or in part suspend or terminate the Agreement for the Subgrantee's program;

(4) Withhold further grant awards under the CDBG program; or

(5) Take such other remedies as may be legally available to the County.

With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were not suspended or terminated.

B. Except as provided in A. above, this Agreement may be terminated in whole or in part only in the following manner:

(1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

(2) by the Subgrantee upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

(3) by the County upon written notification to the Subgrantee, setting forth the reasons and basis for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated.

C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

6. PROGRAM INCOME

A. The receipt of all program income, as defined in CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.

B. All program income shall be retained by the Subgrantee and shall be expended for eligible community development activities, as defined in 24 CFR Sub-part C, Sections 570.200-570.208, upon the County's approval of a plan for the expenditure of such income and subject to the provisions of a written agreement, as defined in 24 CFR 570.503.

Where the Subgrantee retains program income under this agreement, the County shall adjust transfers of grant funds to the Subgrantee according to the following principles:

1. Program income derived under this agreement in the form of repayments to, or interest earned on, a revolving fund as defined in 24 CFR 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury to finance such activity as the fund may be authorized to finance, except for lump sum disbursements to finance rehabilitation of privately owned property as provided for the CFR 570.513; and

2. All other program income derived under this agreement shall be substantially disbursed for eligible activities as set forth in Attachment A to this Agreement or for such other activities as may be approved by the County before additional cash withdrawals are made from the U.S. Treasury to finance such activities.

C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

D. In the event the municipality within which this project is carried out becomes a non-participant in the County CDBG program, all program income derived from the project shall be treated as program income for use in the County's program.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subgrantee Agreement or such longer period as determined appropriate by the County; or

B. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. INSURANCE REQUIREMENTS

This Subgrantee Agreement shall not take effect and the Subgrantee shall not commence work under this Subgrantee Agreement until all insurance required hereunder and certificates of proof have been furnished to the County. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrant, and the work performed under this Subgrantee Agreement. The County its agencies, departments and employees shall be named as an additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance - With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of $50,000 or $100,000.

D. The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subgrantee.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246 As Amended:

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246, As Amended:

(1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions 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 Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee state [illegible] applicants will receive consideration for

(3) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. A copy of each contract or purchase order format used should be submitted to the County for its file. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or leaser for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This Subgrantee Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

15. COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Act(42 USC 3601-20) (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

16. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The Subgrantee agrees that in planning, and carrying out the project described in Section 1, to the greatest extent feasible:

1. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Hudson County; and

2. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Hudson County.

B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 170 1u). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

17. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of $10,000, 29 CFR 5a.3.

No award of the contracts covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

18. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of Contract Work Hours

and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

WORKMEN'S COMPENSATION REQUIREMENTS

The Subgrantee shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Agreement.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq. the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

B. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

D. The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

22. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG Program.

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital costs. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

1. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program funds received shall be returned to the County.

2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

1. The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

2. The installation of the public improvement meets criterion for national objectives.

3. The requirements of A.2. above are met.

23. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subgrantee shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

24. AMERICANS WITH DISABILITY ACT

The Subgrantee agrees to comply with the requirements of the Americans With Disabilities Act of 1990 (Public Law 101-336) insofar as it applies to the performance of this Subgrantee Agreement.

25. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE

No member, officer, or employee of the Subgrantee, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this Subgrantee Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

7. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement or to any benefit to arise from the same.

28. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

29. HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

RELIGIOUS ORGANIZATIONS

A. Building Rehabilitation

If the Subgrantee is a religious organization receiving CDBG funds to rehabilitate a building owned by the Subgrantee or a building owned by a religious organization, the Subgrantee agrees to the following provisions:

1. The building (or portion thereof) that is to be improved with the CDBG assistance shall be leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization). That wholly secular entity shall be the Subgrantee.

2. The CDBG assistance shall be provided to the Subgrantee (and not the owner/religious organization) to make the improvements.

3. The premises leased by the Subgrantee shall be used exclusively for secular purposes available to all persons regardless of religion.

4. The lease payments shall not exceed the fair market rent of the premises as they were before the assisted improvements were made.

5. The portion of the cost of any assisted improvements that also serve a non-leased part of the building will be allocated to and paid for by the owner/religious organization.

6. The owner/religious organization and the Subgrantee shall enter into a binding agreement that, unless the Subgrantee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements the owner/religious organization will pay to the Subgrantee an amount equal to the residual value of the improvements.

7. The Subgrantee must remit the residual value of the improvements referred to in 6 above to the County. The County may use this amount to further the objectives of Federal Regulation Part 570. If, however, a private non-profit organization is the lessee as well as the Subgrantee, the organization must remit the amount to HUD.

The Subgrantee may also enter into a management contract authorizing the owner/religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD.

B. Public Services

If the Subgrantee is a religious organization, the Subgrantee may receive CDBG funds for eligible public services to be provided through a primarily religious entity. However, if the Subgrantee is a religious organization, it shall provide the services assisted with CDBG funds in conformance with the following;

1. The Subgrantee will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

2. The Subgrantee will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

3. The Subgrantee will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Minor Repairs

Where the public services provided under paragraph B of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitues in dollar terms only an incidental portion of the CDBG expenditure for the public services.

1. DRUG-FREE WORKPLACE REQUIREMENTS

The subgrantee certifies that it will provides a drug-free-workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;
(2) The subgrantee's policy of maintaining a drug-free-work-place.
(3) Any available drug counseling, rehabilitation, and employee assistance progams; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performanc of the grant be given a copy of the statement required by paragraph (a):

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County Office of Community Development within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The subgrantee shall insert in the space provided on Attachment D, "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The subgrantee further certifies that, if it is subsequently determined that additional sites will be used for the perforamance of work under the grant, it shall notify the County immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

By signing and/or submitting this Subgrantee Agreement, the subgrantee is providing the certification set out in Item 31.

The certification set out in Item 31 is a material representation of fact upon which reliance is placed when funding is awarded. If it is later determined that the subgrantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the funding takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified changes during the performance of the project, the subgrantee shall inform the agency of the change(s).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo con-tendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of subgrantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employee' (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the subgrantee's payroll. This definition does not include workers not on the payroll of the subgrantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the subgrantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

POLICY PROHIBITING EXCESSIVE FORCE

In accordance with Section 519 of Public Law 101-140, the 1990 HUD Appropriates Act, the subgrantee certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force against any individuals engaged in non-violent civil rights demonstrations.

CERTIFICATION REGADING LOBBYING

The subgrantee certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in acordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT C
RECORDS TO BE MAINTAINED

RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the U.S. Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.

B. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or

2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

3. Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

2. For each unit occupied by a low and moderate income household, the size and income of the household.

3. For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either 1. or 2. below.

1. Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education; and

3. A description of actions to be taken by the Subgrantee and business to ensure that low and moderate income persons receive first consideration for those jobs; and

b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

2. Where the Subgrantee chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

2. A listing by job title of the permanent jobs to be created, identifying which are part-time;

b. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

E. For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:

1. Evidence that in the absence of CDBG assistance jobs will be lost;

2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;

4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph B.1. above; and

5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

1. The boundaries of the area; and

2. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b)(1).

G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area, the following:

1. The local definition of "substandard";

2. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

3. Details and scope of CDBG assisted rehabilitation, by structure.

H. For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:

1. A description of the specific condition of blight of physical decay treated; and

2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

1. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

2. Evidence that the Subgrantee certified that the CDBG activity was designed to address the urgent need;

3. Information on the timing of the development of the serious condition; and

4. Evidence confirming that other financial resources to alleviate the need were not available.

J. Records, which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

2. Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for,

participated in, or benefited from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

3. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. Subgrantees that are government entities should submit copies of their annual EEO-4 report to the County.

4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

5. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entitles are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the County on Form HUD 2516 twice yearly, by April 5th covering October thru March and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.

P. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of three years from the date of its last annual performance report on the project except as follows:

A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County, shall be retained for at least three years after final resolution of such matters with the Federal government and the County.

B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

C. Records for any displaced person shall be retained for three years after that person has received final payment.

D. The Subgrantee agrees to provide the County with a property inventory.

ATTACHMENT D

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: City of Hoboken

Grant Program Name Boys & Girls Club of Hudson County (Hoboken Unit)

Grant Number: 5-05D1-11

Date: _____

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by this certification:

Subrecipient and Project Place(s) of Performance (include street address, city, county, zip code for each site):

Boys & Girls Club of Hudson County (Hoboken Unit)

123 Jefferson Street

Hoboken, NJ 07030

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.:_____

RESOLUTION AMENDING "NOT TO EXCEED" AMOUNTS RELATING TO SERVICES OF MARK A. TABAKIN, ESQ. AND WEINER LESNIAK, LLP SO AS TO REINSTATE THE AMOUNTS CONTRACTUALLY AGREED TO BY AND BETWEEN THE PARTIES

WHEREAS, on October 6, 2010, the Council of the City of Hoboken appointed Mark A. Tabakin, Esq. as Hoboken Corporation Counsel via Resolution #10-638 for the period of October 6, 2010 through October 5, 2011, in an amount not to exceed $103,500 for these services; and,

WHEREAS, also on October 20, 2010, the Council of the City of Hoboken appointed Mark A. Tabakin, Esq. and his law firm, Weiner Lesniak LLP, as Special Litigation Counsel via Resolution #10-639 for the period of October 6, 2010 through October 5, 2011, at a rate of $150.00 per hour and in an amount not to exceed $200,000 for these services; and,

WHEREAS, also on October 6, 2010, the Council of the City of Hoboken appointed Mark A. Tabakin, Esq. and his law firm, Weiner Lesniak LLP, as Special Litigation Counsel, via Resolution #10-640, at a rate of $150.00 per hour, without competitive negotiations and in an amount not to exceed $10,000 for these services; and,

WHEREAS, by resolution dated June 1, 2011 the Council pass a resolution attempting to reduce the not to exceed amounts for the above referenced contracts; and,

WHEREAS, the Council of the City of Hoboken wishes to reinstate the original not to exceed amounts of the contracts, based on the original Resolutions #10-638 and #10-639; and,

WHEREAS, the Council therefore finds it necessary and prudent to amend the "not to exceed" amounts authorized by the June 1, 2011 and reinstate the not to exceed amounts in Resolutions #10-638 and #10-639 so as to maintain good faith and fair dealing to the City's actions under the contract.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken hereby amends the Weiner Lesniak, LLP contract to reflect the not to exceed amounts originally authorized under Resolution #10-639, at a rate of $150.00 per hour and in an amount not to exceed $200,000 for these services; and,

BE IT FURTHER RESOLVED that the Council of the City of Hoboken hereby amends the Mark A. Tabakin, Esq. contract to reflect the not to exceed amounts originally authorized under Resolution #10-638 in an amount not to exceed $103,500 for these services; and,

BE IT FURTHER RESOLVED that the City Clerk is authorized to take any action required by N.J.S.A. 40A:11-1 et seq., or any other law or regulation, relating to this resolution; and,

BE IT FURTHER RESOLVED that the City Clerk provide a certified copy of this resolution to Mayor Dawn Zimmer, CFO George DeStefano and Corporation Counsel Mark Tabakin; and,

BE IT FURTHER RESOLVED that this resolution shall become effective retroactive to June 1, 2011.

Date of Meeting: August 24, 2011

APPROVED AS TO FORM:

_____

Mark A. Tabakin, Corporation Counsel

Sponsor: **Councilman Mello**
Second: _____

HOBOKEN CITY COUNCIL
RESOLUTION NO.: _____

RESOLUTION OPPOSING FUTURE FARE INCREASES APPROVED BY THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND SUPPORTING THE CALL FOR A SUBSTANTIAL AUDIT OF THE PORT AUTHORITY'S OPERATING BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, The Port Authority of New York and New Jersey recently proposed that the basic PATH fare will increase from $1.75 per trip to $2.75 per trip in 2011, and that the fare for 10-, 20- and 40-trip SmartLink cards will increase from $1.30 per trip to $2.10 in 2011; and

WHEREAS, this fare proposal would have represented a 57% increase to said single trip fare prices and a 61% increase to said SmartLink card prices; and

WHEREAS, a revised proposal released on Thursday, August 18, 2011 still calls for a $1.00 increase to PATH fares, albeit in 25 cent increments over the next four years; and

WHEREAS, our United States economy has recently suffered through its worst economic downturn since the Great Depression; and

WHEREAS, the U.S. Bureau of Labor Statistics reported on August 3, 2011 that unemployment levels in the state of New Jersey <u>increased</u> by 3.1 percent from June 2010 to June 2011; and

WHEREAS, the U.S. Bureau of Labor Statistics further reported that unemployment levels in New York City <u>decreased</u> by 7.1% and <u>decreased</u> by 5.1% in New York State over the same time period; and

WHEREAS, the citizens of Hoboken and of New Jersey should never accept the subterfuge of paying higher PATH fares so that the Port Authority may better fund projects that will benefit the totality of the New York metropolitan area, as evidenced by the recent announcements of support for the initial toll and fare proposal by the Dutchess County Regional Chamber of Commerce and the Orange County Chamber of Commerce (both of New York State); and

WHEREAS, at a series of public hearings held by the Port Authority on the matter of these fare increases and of Hudson River crossing toll increases, numerous Hudson County residents spoke out against any proposed PATH fare increases and requested that they not occur; and

WHEREAS, none of these public hearings were held in Hoboken, a city of 50,000 residents that relies heavily upon and has continually supported the PATH system as a means of transportation to and from Manhattan and our New York metropolitan core; and

WHEREAS, Hoboken relies heavily upon public transportation, having the highest percentage of transit rider ship of any city in the country, and will be disproportionately burdened by this unprecedented fare increase being placed upon arguably its most popular form of public transportation; and

WHEREAS, the revised alternative proposal, which was deemed "a responsible alternative" by the governors of New Jersey and New York reduced the long-term car toll increase from an initially proposed $6.00 increase over four years to $4.50 over five years, while the proposed PATH fare increase remains a $1.00 increase, albeit now over four years; and

WHEREAS, any PATH fare increases of 57%, whether immediate or over four years, are an affront to all stewards of the environment, both inside and outside of government, who have long encouraged reasonably priced public transportation to discourage the use of private cars, so as to conserve energy, reduce auto pollution, ameliorate congestion on New Jersey's highly congested roadways, and support the relatively more efficient means of transporting people to our urban core that mass transit provides; and

WHEREAS, Governor Christie appoints members to the Port Authority of New York and New Jersey board and selects its top administrative staff members and thus has the influence to shield the citizens of New Jersey, including the working class commuters of Hoboken (many of whom do not or cannot not afford to own a car), its businesses, and our environment from the negative impact that toll and fare increases have the power to trigger; and

WHEREAS, Governor Christie and Governor Cuomo made a condition for not blocking the proposed hikes the approval and immediate commencement by the commissioners of the Port Authority of a comprehensive audit of the authority; and

WHEREAS, both governors stated and required that, "This audit will be twofold – it will focus on both a financial audit of the authority's 10-year capital plan to further reduce its size and cost and a top to bottom management review of the authority's finances and operations to find ways to lower costs and increase efficiencies."

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

1. The City of Hoboken vehemently opposes these still substantial PATH fare increases by the Port Authority of New York and New Jersey

2. The City of Hoboken respectfully requests and urges Governor Christie to exert all influence and powers he has over the Port Authority's actions, including his

veto powers, to further limit, and not simply prorate, these fare increases that will have such a significant negative impact on the economies of Hoboken and of New Jersey during already precarious economic times in our region

3. The City of Hoboken strongly supports Governor Christie's call for the Port Authority to approve and immediately commence a comprehensive audit of the authority

4. A copy of this resolution shall be forwarded to the Chairman of the Port Authority of New York and New Jersey and to Governor Christie upon adoption.

MEETING: August 24, 2011

REVIEWED:	**APPROVED AS TO FORM:**
_____	_____
Arch Liston Business Administrator	Mark A. Tabakin, Esq. Corporation Counsel

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 **$285,838.95**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Chase Home Finance P.O. Box 24695 Columbus, Oh 43224-9935	13/17/C00B3	82-88 Jackson St	2/11	$ 1,186.24
Sage Title Agency, Inc. 39 East Main Street 2nd Floor Little Falls, NJ 07424	27/4/C02-A	109-119 Jackson St	2/11	$ 1,977.48
Archstone State and Local Tax 9200 E Panorama Circle Ste 400 Englewood, Co 80112	175/1/	77 Park Ave	6/09	$ 279,235.69 Excel I
Mongiello and Mongiello Attorneys at Law 70 Hudson Street Hoboken, NJ 07030	253/34	1202 Garden St	2/10	$ 3,439.54

Meeting August 24, 2011

Approved as to Form:

_____
CORPORATION COUNSEL

Sharon Curran

Sharon Curran

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS
STATE TAX COURT

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **$ 21,680.25**

NAME	BL/LOT/UNIT	PROPERTY	YEAR	AMOUNT
Zipp & Tannenbaum, LLC Attorneys at Law 166 Gatzmer Avenue Jamesburg, NJ 08831	2/1	423-27 Newark St	2010	$ 1,898.00
Brach Eichler, LLC 101 Eisenhower Parkway Roseland, NJ 07068	33/18.1	130-132 Willow Ave	2009	$ 2,244.50
Brach Eichler, LLC 101 Eisenhower Parkway Roseland, NJ 07068	33/18.1	130-132 Willow Ave	2010	$ 4,745.00
Brach Eichler, LLC 101 Eisenhower Parkway Roseland, NJ 07068	170/1/C0001	801 Willow Ave	2010	$ 3,558.75
Brach Eichler, LLC 101 Eisenhower Parkway Roseland, NJ 07068	200/22	132-34 Washington St	2009	$ 4,489.00
Brach Eichler, LLC 101 Eisenhower Parkway Roseland, NJ 07068	200/22	132-34 Washington St	2010	$ 4,745.00

Meeting: August 24, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS
STATE TAX COURT

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **$ 24,549.70**

NAME	BL/LOT/UNIT	PROPERTY	YEAR	AMOUNT
Brach Eichler LLC Counsellors at Law 101 Eisenhower Parkway Roseland, NJ 07068	16/1/	564 Observer Hwy	2009	$ 2,244.50
Brach Eichler LLC Counsellors at Law 101 Eisenhower Parkway Roseland, NJ 07068	16/1/	564 Observer Hwy	2010	$ 4,745.00
Brach Eichler LLC Counsellors at Law 101 Eisenhower Parkway Roseland, NJ 07068	16/2	562 Observer Hwy	2009	$ 2,244.50
Brach Eichler LLC Counsellors at Law 101 Eisenhower Parkway Roseland, NJ 07068	16/2	562 Observer Hwy	2010	$ 4,745.00
Brach Eichler LLC Counsellors at Law 101 Eisenhower Parkway Roseland, NJ 07068	48/30/	308 Madison St	2009	$ 2,266.95
Brach Eichler LLC Counsellors at Law 101 Eisenhower Parkway Roseland, NJ 07068	48/30/	308 Madison St	2010	$ 4,745.00

Brach Eichler LLC Counsellors at Law 101 Eisenhower Parkway Roseland, NJ 07068	117/5/	255-259 Fourteenth St	2010	$ 3,558.75

Meeting: August 24, 2011

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF OVER BILLED 3RD & 4TH QUARTERS OF 2011 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 **$7,391.60**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
109-111 Monroe St, LLC 107 Willow Ave Hoboken, NJ 07030	28/5	109 Monroe St	3&4/11	$ 143.15
109-111 Monroe St, LLC 107 Willow Ave Hoboken, NJ 07030	28/6	111 Monroe St	3&4/11	$1,278.93
Oritani Savings Bank 370 Pascack Road Washington Township, NJ 07676	28/34.1	556 First St	3&4/11	$3,836.19
Mile Square Design & Build, Inc 600 Palisade Ave #202 Union City, NJ 07087	74/24	620 Monroe St	3&4/11	$ 135.71
M Saccarola & G DiGuilio 210 Washington St Hoboken, NJ 07030	187/5/C003B	95 Garden St	3&4/11	$ 903.37
Haven Savings Bank 621 Washington St Hoboken, NJ 07030	188/9.2	115 Garden St	3&4/11	$ 949.58
Bayonne Community Bank 104-110 Avenue C Bayonne, NJ 07002	188/10.1	117 Garden St	3&4/11	$ 144.67

Meeting: August 24, 2011

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Sponsored by:_____

Seconded by:_____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council regular meetings of May 4, 2011, May 18, 2011, June 1, 2011, June 15, 2011 and a Special meeting on June 29, 2011 have been reviewed and approved as to legal form and content.

_____
Approved as to form:

Meeting Date: August 24, 2011

Sponsored by:_____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO CODIFY THE CHARTER OF THE CITY OF HOBOKEN AS ADOPTED NOVEMBER 8, 1952

WHEREAS, on November 8, 1952, the City of Hoboken adopted a municipal governance plan by vote of the qualified voters of the municipality and certification of the County of Hudson on November 8, 1952; and

WHEREAS, at the time of adoption, in 1952, the City Government failed to codify the charter, as adopted; and,

WHEREAS, the City of Hoboken hereby seeks to properly codify the municipal charter, as adopted in 1952.

NOW, THEREFORE, BE IT ORDAINED by the Hoboken City Council, County of Hudson, in the State of New Jersey as follows:

Updated August 22, 2011

SECTION ONE: CODIFICATION

ARTICLE I: CITY CHARTER

Section 1: Municipal Incorporation and Powers

A. The City of Hoboken is hereafter governed by the Faulkner Act, N.J.S.A. 40:69A-1 et seq., Mayor-Council Plan, until and unless the City of Hoboken should adopt another form of government as provided by law, in accordance with the adoption of that plan by the qualified voters of the municipality and certification of the County of Hudson on November 8, 1952.

B. All powers and obligations conferred to municipalities under the Faulkner Act, Mayor-Council Plan form of government shall apply to the City of Hoboken by virtue of the Charter and all applicable statutes.

C. The City of Hoboken shall remain a municipal body corporate and politic with perpetual succession, and with such corporate name and seal as it heretofore or hereafter adopts.

Section 2: Interpretation of Chapter

A. Definitions.

For the purposes of all ordinances, in the interpretation and application of all ordinances contained herein, and in the interpretation of all other ordinances heretofore or hereafter adopted, except as the context may otherwise require:

"Charter" or "city charter" means the Mayor-Council plan form of Municipal Government as described in Chapter 210 of New Jersey Laws of 1950 (N.J.S.A. 40: 69A-1 et seq.), as amended and supplemented, and any and all statutory provisions of the state of New Jersey as may be lawfully applicable to the City.

"City" means the City of Hoboken, in the County of Hudson, State of New Jersey.

"Clerk" or "city clerk" means the registered municipal clerk duly appointed pursuant to the charter or ordinance, and shall also include the appointed deputy clerk when such individual is performing the functions of the clerk in accordance with all applicable Laws.

"Council" means the local legislative body of the City, as authorized by Chapter 210 of New Jersey Laws of 1950 (NJSA 40:69A-1) et seq.), constituted and elected pursuant to the charter.

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"Fiscal year" means that calendar year beginning on the 1st day of January and ending on the 31st day of December.

"Governing body" means the city council as constituted under the charter.

"Ordinance" means any act of local legislation heretofore or hereafter adopted, pursuant to law, so long as it remains in force and effect.

"Person" means any corporation, firm, partnership, association, organization or other entity, as well as an individual.

"Month" means a calendar month unless otherwise specifically provided.

"State" means the State of New Jersey.

"Street" means and includes a highway, road, avenue, court, public lane or alley; and, it shall also be construed to include a sidewalk or footpath, unless the contrary is expressed or unless such construction would be inconsistent with the manifest intent of the Council.

"Year" means a calendar year unless otherwise specifically provided.

B. Construction of Terminology.

For the purposes of all ordinances, in the interpretation and application of all ordinances contained herein, and in the interpretation of all other ordinances heretofore or hereafter adopted, except as the context may otherwise require:

1. The present tense includes the past and future tenses; and the future, the present.
2. The masculine gender includes the feminine and neuter.
3. The singular number includes the plural; and the plural, the singular.
4. "Shall" is mandatory, and "may" is permissive.
5. The time within which an act is to be done shall be computed by excluding the first and including the last day, and if the last day be a Sunday or a legal holiday, that day shall be excluded.
6. Writing" and "written" include printing, typewritten and any other mode of communication using paper or similar material which is in general use, as well as legible handwriting.

Section 3

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The titles of the several sections of the code of the city of Hoboken, New Jersey, printed in boldface type, are intended as mere catchwords to indicate the contents of the sections and shall not be deemed or taken to be as any part of such sections, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the titles, are amended or reenacted.

Section 4

If any chapter, article, section or part of these ordinances shall be declared to be unconstitutional, invalid or inoperative in whole or in part, by a court of competent jurisdiction, such chapter, article, section or part shall, to the extent that it is not unconstitutional, invalid or inoperative, remain in full force and effect, and no such determination shall be deemed to invalidate the remaining chapters, articles, sections or parts of this codification of ordinances.

ARTICLE II: CITY COUNCIL

Section 1 Incorporation and Powers

A. Powers and duties general. The City Council shall consist of nine (9) voting members with six (6) ward council persons and three (3) at-large Council persons.

(i) The terms of current ward council members shall expire on July 1, 2015. Thereafter, each ward council member shall serve for a term of four (4) years.

(ii) The terms of the current at-large council members shall expire on July 1, 2013. Thereafter, each at-large council member shall serve for a term of four (4) years.

Any council member elected to fill a vacancy shall fill only the unexpired term, pursuant to N.J.S.A. 40:69A-34. It is the intent of this section to confer on the Council all general legislative powers, and such investigative powers as are germane to the exercise of its legislative powers, but to retain for the Mayor full control over the administration of City services, in accordance with N.J.S.A. 40:69A-37.1, specifically, and in accordance with N.J.S.A. 40:69A-1 et seq., generally.

B. Legislative powers. The legislative power shall be exercised by the City Council, subject to procedures set forth in the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 et seq., and shall be exercised by ordinance as allowed by law, except for the exercise of those powers that under this plan of government or general law do not require action by the Mayor as a condition of approval for the exercise thereof and may, therefore, be exercised by resolution, including but not limited to:

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1. The override of a veto of the Mayor;
2. The exercise of advice and consent to actions of the Mayor;
3. The conduct of a legislative inquiry or investigation;
4. The expression of disapproval of the removal by the Mayor of officers or employees;
5. The removal of any municipal officer for cause;
6. The adoption of rules for the Council;
7. The establishment of times and places for Council meetings;
8. The establishment of the Council as a committee of the whole or the delegation of two of its members to standing committees or to a special committee, for a specific purpose as an ad hoc committee;
9. The declaration of emergencies respecting the passage of ordinances;

10. The election, appointment, setting of salaries and removal of officers and employees of the council, subject to any pertinent contractual obligations, and within the general limits of the municipal budget;
11. Designation of official newspapers;
12. Approval of contracts presented by the Mayor;
13. Actions specified as resolutions in the Local Budget Law (N.J.S.A. 40A:4-1 et seq.) and the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.);
14. The expression of Council policies or opinions which require no formal action by the Mayor;
15. Appointment of members of any board, authority or commission only when clearly required by either specific terms of the general law or local ordinance; otherwise, all Municipal appointments shall vests with the Mayor, with advice and consent of Council; and,
16. Establishment by ordinance of departments, as allowed by law.

C. Other powers. In addition to such other powers and duties as may be conferred upon it by the Charter or Code or otherwise by general law, the Council:

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1. May require any City officer in its discretion to prepare and submit sworn statements regarding his official duties in the performance thereof, and otherwise to investigate the conduct of any department, office or agency of the City government in accordance with N.J.S.A. 40:69A-37;
2. May remove, by at least two-thirds vote of the whole number of the Council, any municipal officer, other than the Mayor or a member of Council, for cause, upon notice and an opportunity to be heard in accordance with N.J.S.A. 40:69A-37;
3. Shall act in all matters as a body, unless otherwise specifically provided by the Charter;
4. Shall deal with administrative services and employees solely through the Mayor or the Mayor's designee, except as otherwise provided by law or the Charter, and shall not give orders to any subordinates of the Mayor, either publicly or privately;

5. May appoint committees or commissions of its own members or of citizens to conduct investigations into the conduct of any officer or department, or any matter relating to the welfare of the City and delegating to such committees or commission such powers of inquiry as the City Council may deem necessary;
6. May make a written request to the Mayor and require a report on any aspect of the government of the City. An individual Council member may make such a written request without an action of the body as a whole, pursuant to N.J.S.A. 40:69A-37.1;
7. May, by a majority vote of the whole number if its members, require the Mayor or Mayor's designee to appear before Council sitting as a committee of the whole, and to bring before the Council those records and reports, and officials and employees of the City as the Council may determine necessary to ensure clarification of any matter formally under investigation, pursuant to N.J.S.A. 40:69A-37.1; and,
8. May, by a majority vote of the whole number of its members, designate any number of its members, not to exceed four (4) as an ad hoc committee to consult with the Mayor or the Mayor's designee to study any matter and to report to the Council thereon, pursuant to N.J.S.A. 40:69A-37.1.

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D. Financial control.

(1) The Council shall exercise financial control as set forth and in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. and the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq. [Note: Said exercise to include the employment by Council of a registered municipal accountant to prepare the City's annual audit of its books, accounts and financial transactions, in accordance with N.J.S.A. 40A:5-4, and the adoption of a cash management plan with deposits of the City's funds pursuant to that Plan, in accordance with N.J.S.A. 40A:5-14. The Council shall, annually act on the budget as required by law, after it has been submitted by the Mayor.

(2) The Council shall approve or disprove all bills, claims or vouchers which shall be recorded in the minutes of the Council meetings by attaching to said minutes a list of all bills, claims or vouchers approved at each meeting, as well as the vote of each Council

member on the motion to approve. Bills, claims or vouchers may be approved in a group or groups. Council members may vote on bills, claims or vouchers in which they have a direct financial interest, such as the fixing of wages, salaries or compensation, to extent allowed by law, pursuant to N.J.S.A. 40A:9-165.

E. Organization of Council.

(1) President of Council. At its annual reorganization meeting, the Council will elect a President of the City Council from among its members. In the absence of the President, the Council may elect a Vice-President. The President of the Council shall:

(a) Preside at all meetings of the Council;

(b) Appoint members of standing committees;

(c) Appoint members to such special committees of the Council as may be authorized by motion or resolution;

(d) State the questions and announce the result on all matters on which the Council may vote;

(e) Rule on all questions or orders subject to approval by the Council;

(f) Sign all ordinances and resolutions adopted in the President's presence and in the President's absence the Vice-President shall sign ordinances and resolutions adopted in the Vice President's presence;

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(g) Have other such functions, powers and duties as the Council may prescribe.

(2) Clerk of the Council. The Council shall appoint a City Clerk and Deputy City Clerk for the term prescribed by law. The City Clerk shall serve as Clerk of the Council and have such other functions, powers and duties as are provided by law and applicable statutes. In the absence of the Clerk and the Deputy City Clerk, the President shall appoint an attorney from the Office of Corporation Counsel to act as Clerk pro tempore.

(3) Committees. Council shall have the following standing committees: Finance, Public Safety and Personnel. The Council may also act as committee of the whole, and rules of the Council shall govern the meetings of the committee of the whole as well as any other committee of the Council. By motion or resolution, special committees may be established for any appropriate and reasonable specified purpose including an ad hoc committee to consult with the Mayor or the Mayor's designee or department heads to study any matter and report to the Council thereon.

F. Meetings of Council. Regular meetings, special meetings or emergency meetings shall be open to the public and shall be held at such times as are provided by the Charter and the Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.). The Mayor may attend meetings of Council and may take part in discussions of Council, but shall have no vote, unless otherwise provided by law. (N.J.S.A. 40:69A-41) Within seven days of its annual reorganization, Council shall establish, post and maintain a schedule of meetings to be held during the year (N.J.S.A. 10:4-18).

(1) Annual reorganization meetings. The Council shall meet annually to reorganize on the first Wednesday following July 1, except in the years in which municipal officers are elected at a regular municipal election when it shall meet to reorganize on July 1.

(2) Regular meetings. Subsequent to its annual meeting, Council shall meet regularly thereafter at a time fixed by resolution. When the time for any regular meeting of the Council falls on a legal holiday such meeting shall be held at the same hour on the preceding or next succeeding day which is not a legal holiday. The City Corporate Counsel, City Clerk, Business Administrator and any such other municipal officers and employees as may be required shall attend regular meetings of Council.

(3) Special meetings. The Mayor may at any time call the President of the Council upon request of a majority of the Council members shall, call a special meeting of Council. The request and call for a special meeting shall specify the agenda for the meeting to the extent known and whether formal action may or may not be taken. The call for a special meeting shall be filed with the Clerk and served upon each Council member as hereinafter provided at least 48 hours prior to the time for which the meeting is called. Upon the filing of any call for a special meeting, the Clerk shall post the announcement in the public place reserved for such announcements and shall mail, telephone or hand deliver the notice to at least two newspapers, which newspapers shall have the greatest likelihood of informing the public within the City, one of which shall be the official newspaper, and the Clerk shall give notice by telephone or telefacsimile to each Council member, at such place as the member shall have previously designated for that purpose and shall also serve or cause to be served a written copy of the call upon each Council member by a delivery of a copy to the member personally or by the leaving of a copy in the member's usual place of abode. The Police Department shall cooperate with the Clerk in effectuating such service of notice.

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(4) Emergency meetings. Notwithstanding its failure to provide adequate public notice, the Council may hold an emergency meeting upon the affirmative vote of 3/4 of the members present if:

(a) Such meeting is required in order to deal with matters of such emergency and importance that a delay for the purpose of providing adequate notice would be likely to result in substantial harm to the public interest; and

(b) The meeting is limited to discussion of, and acting with respect to, such matters of urgency and importance; and

(c) Notice of such meeting is provided as soon as possible following the calling of such meeting by posting written notice of the same in the public place reserved for such announcements and also notifying the two newspapers most likely to affect notice within the City, including the official newspaper, by telephoning or by delivering a written notice to said newspapers; and

(d) Either the City Council could not reasonably have foreseen the need for such a meeting at a time when adequate notice could have been provided; or although City Council could reasonably have foreseen the need for such a meeting at a time when adequate notice could have been provided, it nevertheless failed to do so.

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(5) Meetings and conferences. The Council may meet in informal conference for such purpose as may be deemed appropriate, including preparing for meetings, studying matters before it and consulting with professional advisers. Such informal conferences shall be designated "work sessions" and shall be open to the public. The work session will not include public participation or a public portion, unless Council permits. The Council reserves the right to take formal action at work sessions. Work sessions shall be scheduled by resolution.

(6) Place of meetings. All regular or special meetings shall be held in the Council Chambers in City Hall, except when, in the opinion of a majority of the Council, it is desirable to meet at some other location of public nature. Work sessions shall be held in the caucus room in City Hall.

(7) Open Public Meetings Act.

(a) All meetings and notices shall be governed and subject to the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.

(b) Where it is anticipated that a meeting on a given subject will not be concluded in the time allotted and might be resumed, the advance notice should explicitly recognize the possibility of such a postponement.

(8) Closed or executive session.

(a) Council may close a portion of its meetings to the public for purposes as set forth in the Open Public Meetings Act (N.J.S.A. 10:4-12) upon adoption of a resolution at a meeting to which the public is admitted; said resolution stating the general nature of the subject to be discussed, and stating as precisely as possible, the time when and circumstances under which the discussion conducted in closed session can be disclosed to the public. (N.J.S.A. 10:4-13)

(b) Minutes of closed sessions shall be approved in open sessions of Council within one month of the closed session; however, the release of the minutes to the public shall only occur after review by Corporation Counsel and when there is no further need for confidentiality.

(9) Agenda.

(a) The agenda for each meeting shall be prepared by the Clerk, under the direction of the President of Council.

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(b) Except for emergency matters, the agenda for each regular meeting of the Council shall include only such matters of Council business as have been presented or delivered to the Clerk by the Mayor, a department head with the approval of the Mayor, Council members, Business Administrator or City Corporate Counsel not later than 12:00 noon on the Friday preceding the meeting.

(c) As soon as the agenda has been prepared, the Clerk shall deliver a copy to each Council member, the Mayor, Business Administrator, City Corporate Counsel, department heads and newspapers.

(d) Emergency matters, including the request for a closed session, may be added to the agenda at any time, with the approval of the President of Council.

G. Nominations and appointments.

(1) Nominations submitted by the Mayor shall be considered by the Council at its next regular meeting. Any member of the Council may move a nomination. Confirmation or rejection of said nomination shall not be postponed or delayed beyond one regular

meeting. Within two days after confirmation or rejection of said nomination, the Clerk shall serve written notice to the office of the Mayor.

(2) With respect to appointments to be made by the Council, any member of the Council may nominate as many candidates as there are offices to be filled. Where there is a single office to be filled, the nominee on receiving a majority shall be deemed appointed such as on a board, commission or authority; the same procedure shall be followed with respect to each office separately until the total number of appointments to be made has been completed. In the discretion of the President of the Council a group of nominations may be considered at once when there is no apparent division in the Council as to the nominees included in the group.

H. Filing of reports and resolutions. All reports to Council and all resolutions, ordinances, petitions, correspondence and other papers considered by or presented to Council shall be filed with the Clerk.

I. Vacancies. Should a vacancy occur in the position of a member of City Council, it shall be filled in accordance with state laws, including, but not limited to, Municipal Vacancy Law, N.J.S.A. 40A:16-1 et seq..

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J. Hearings. In any matter in which a hearing is permitted or allowed before the City Council of the City of Hoboken, with the exception of disciplinary hearings regarding employment, such hearing may be delegated to a hearing officer to be selected on motion by the City Council of the City of Hoboken. Designated hearing officers may include, but are not limited to the Business Administrator or a department head. In the alternative, Council may designate a retired judge or an attorney licensed to practice law within the State of New Jersey. The hearing officer shall present a report and recommendation to City Council, which may adopt and confirm said report and recommendation as its determination and findings, or, in the alternative, Council may reject any such report and recommendation and conduct a hearing de novo. Council shall consider the report and recommendation, together with any written submissions by the City and any other interested party, in making its determination to adopt or reject a report and recommendation from a hearing officer.

Section 2

The titles of the several sections of the code of the city of Hoboken, New Jersey, printed in boldface type, are intended as mere catchwords to indicate the contents of the sections and

shall not be deemed or taken to be as any part of such sections, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the titles, are amended or reenacted.

Section 3

If any chapter, article, section or part of these ordinances shall be declared to be unconstitutional, invalid or inoperative in whole or in part, by a court of competent jurisdiction, such chapter, article, section or part shall, to the extent that it is not unconstitutional, invalid or inoperative, remain in full force and effect, and no such determination shall be deemed to invalidate the remaining chapters, articles, sections or parts of this codification of ordinances.

ARTICLE III: MAYOR

Section 1: Incorporation and Powers

A. General. The executive and administrative functions of the City of Hoboken's government shall be conducted by an elected mayor. The mayor shall be elected by the voters of the municipality, and shall serve for a term of four (4) years, with the term of the currently elected mayor shall expire in the year 2013.

Updated August 22, 2011

B. Vacancies and absences. Any vacancy in the office of the mayor shall be filled in accordance with the Municipal Vacancy Law, N.J.S.A. 40A:16-1 et seq.. During any temporary absence of the mayor, the mayor shall designate an acting mayor pursuant to N.J.S.A. 40:69A-42. In the event of absence of the elected mayor for a period greater than sixty (60) days, or whenever the mayor does not designate an acting mayor during a short term absence, the City Council shall appoint an acting mayor. Acting mayors shall have all the rights and obligations given to the mayor pursuant to this Charter during the term of their designation or appointment.

C. Powers and duties. Any administrative or executive functions assigned by general law to the governing body shall be exercised by the mayor. The mayor shall:

    1. Enforce the charter and ordinances of the municipality and all general laws applicable thereto;
    2. Report annually to the council and to the public on the state of the municipality, and the work of the previous year; he shall also recommend to the council whatever action or programs he deems necessary for the improvement of the

municipality and the welfare of its residents. He may from time to time recommend any action or programs he deems necessary or desirable for the municipality to undertake;

3. Supervise, direct and control all departments of the municipal government and shall require each department to make an annual and such other reports on its work as he may deem desirable;
4. Require such reports and examine such accounts, records and operations of any board, commission or other agency of municipal government, as he deems necessary;
5. Prepare and submit to the council for its consideration and adoption an annual operating budget and a capital budget, establish the schedules and procedures to be followed by all municipal departments, offices and agencies in connection therewith, and supervise and administer all phases of the budgetary process;
6. Supervise the care and custody of all municipal property, institutions and agencies, and make recommendations concerning the nature and location of municipal improvements and execute improvements determined by the governing body;
7. Sign all contracts, bonds or other instruments requiring the consent of the municipality;
8. Review, analyze and forecast trends of municipal services and finances and programs of all boards, commissions, agencies and other municipal bodies, and report and recommend thereon to the council;
9. Supervise the development, installation and maintenance of centralized budgeting, personnel and purchasing procedures as may be authorized by ordinance;
10. Negotiate contracts for the municipality, subject to council approval;
11. Assure that all terms and conditions imposed in favor of the municipality or its inhabitants in any statute, franchise or other contract are faithfully kept and performed;
12. Serve as an ex officio, nonvoting member of all appointive bodies in municipal government of which he is not an official voting member.

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D. Veto powers. Ordinances adopted by the council shall be submitted to the mayor, and he shall within ten days after receiving any ordinance, either approve the ordinance by affixing his signature thereto or return it to the council by delivering it to the municipal clerk together with a statement setting forth his objections thereto or to any item or part thereof. No ordinance or any item or part thereof shall take effect without the mayor's approval, unless the mayor fails to return an ordinance to the council within ten days after it has been presented to him, or unless council upon reconsideration thereof on or after the third day following its return by the mayor shall by a vote of two-thirds of the members resolve to override the mayor's veto.

E. Attendance at Council Meetings. The mayor may attend meetings of council and may take part in discussions of council but shall have no vote except in the case of a tie on the question of filling a vacancy in the council, in which case he may cast the deciding vote.

F. Preparation of Budget. The municipal budget shall be prepared by the mayor with the assistance of the business administrator. During the month of November, the mayor shall require all department heads to submit requests for appropriations for the ensuing budget year, and to appear before the mayor or the business administrator at public hearings, which shall be held during that month, on the various requests.

Updated August 22, 2011

G. Setting of Salaries. The mayor shall, subject to any pertinent civil service requirements and any pertinent contractual obligations, and within the general limits of the municipal budget, fix the amount of salary, wages or other compensation to be paid to employees of the administrative departments of the municipal government, except that the salary, wages or other compensation paid the director of each department shall be fixed by the council pursuant to N.J.S.A. 40:69A-180, and except that salaries of officers which are required by law to be fixed by ordinance shall be fixed by ordinance.

Section 2

The titles of the several sections of the code of the city of Hoboken, New Jersey, printed in boldface type, are intended as mere catchwords to indicate the contents of the sections and shall not be deemed or taken to be as any part of such sections, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the titles, are amended or reenacted.

Section 3

If any chapter, article, section or part of these ordinances shall be declared to be unconstitutional, invalid or inoperative in whole or in part, by a court of competent jurisdiction, such chapter, article, section or part shall, to the extent that it is not unconstitutional, invalid or inoperative, remain in full force and effect, and no such determination shall be deemed to invalidate the remaining chapters, articles, sections or parts of this codification of ordinances.

Date of Introduction: August 24, 2011

Approved as to Legal Form:

_____
Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2011

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2011

_____
Dawn Zimmer, Mayor

Updated August 22, 2011

Sponsored by:_____

Seconded by: _____

City of Hoboken

ORDINANCE NO. ____

BOND ORDINANCE AUTHORIZING THE ACQUISITION OF TRAFFIC SIGNALIZATION EQUIPMENT IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $350,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $332,500; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Mayor and City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

Section 2. It is hereby found, determined and declared as follows:

(a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is $350,000; and

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is $332,500; and

(c) a down payment in the amount of $17,500 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of $332,500 to be raised by the issuance of bonds or bond anticipation notes, together with the sum of $17,500, which amount represents the required down payment, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the City in an amount not to exceed

$332,500 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the City in an amount not to exceed $332,500, is hereby authorized. Pursuant to the Local Bond Law, the Director of Finance is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Director of Finance is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of $90,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	Purpose/Improvement	Estimated Total Cost	Down Payment	Amount of Obligations	Period of Usefulness
A.	Acquisition of Traffic Signalization Equipment for various intersections throughout the City including, but not limited to, 16th Street and Park Avenue; together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	$350,000	$17,500	$332,500	15 years

Section 8. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 9. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by $332,500 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance and, to the extent payment is not otherwise provided, the City shall levy ad

valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 11. The applicable Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 12. The City hereby declares its intent to reimburse itself from the proceed of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code") for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

Section 13. The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes is exempt from the gross income of the owners thereof for federal income taxation purposed, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be “arbitrage bonds” as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the “gross proceeds” (as such terms is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Section 14. The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 15. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 16. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Notice of Pending Bond Ordinance and Summary

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Mayor and City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on August 24, 2011. It will be further considered for final passage, after public hearing thereon, at a meeting of the Mayor and City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on _____ __, 2011 at _____ o'clock __M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE ACQUISITION OF TRAFFIC SIGNALIZATION EQUIPMENT IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $350,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $332,500; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Amount of Obligations	Period of Usefulness
A.	Acquisition of Traffic Signalization Equipment for various intersections throughout the City including, but not limited to, 16th Street and Park Avenue; together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	$350,000	$17,500	$332,500	15 years

Appropriation: $350,000
Bonds/Notes Authorized: $332,500
Grants (if any) Appropriated: N/A
Section 20 Costs: $90,000
Useful Life: 15 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Mayor and City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on _____, 2011 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE ACQUISITION OF TRAFFIC SIGNALIZATION EQUIPMENT IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $350,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $332,500; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

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Appropriation: $350,000
Bonds/Notes Authorized: $332,500
Grants (if any) Appropriated: N/A
Section 20 Costs: $90,000
Useful Life: 15 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

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August 16, 2011

Via Email

Mr. Arthur M. Liston
City Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

RE: <u>2011 BOND ORDINANCE – TRAFFIC SIGNALIZATION</u>

Dear Mr. Liston:

Pursuant to your request, I have prepared and attach hereto a bond ordinance authorizing the financing of traffic signalization equipment in and for the City of Hoboken. I would be appreciative if you would review the attached bond ordinance and, thereafter, call if you have any questions or comments regarding the same. If the bond ordinances meet with your approval, please include the same on the agenda for the August 24, 2011 meeting of the Mayor and City Council.

I have also attached hereto a Memorandum on the procedures to be followed for the adoption of bond ordinances. Please review and contact me with any questions.

By copy of this letter, I am forwarding the attachment to the City Auditor so that he may prepare the required Supplemental Debt Statement.

Thank you for your time and consideration in this matter.

Very truly yours,

/s/ Philip A. Norcross

PHILIP A. NORCROSS

PAN/ABB

Attachments

cc: Mayor Dawn Zimmer (w/attachments) (via email)
James J. Farina, RMC (w/attachments) (via email)
Nick Trasente (w/attachments) (via email)
Steven D. Wielkotz, CPA (w/attachments) (via email)

PROCEDURE FOR THE ADOPTION OF BOND ORDINANCES

A Bond Ordinance should be adopted in accordance with adoption procedures prescribed by the Local Bond Law, N.J.S.A. 40A:2-1 et. seq. Below is an outline of the procedures for adoption.

INTRODUCTION

A Bond Ordinance shall be introduced in writing at a meeting of the governing body and shall be passed upon first reading. The Bond Ordinance may be read by title only (vs. a full reading) upon introduction. A majority of the members of the governing body must pass a Bond Ordinance on introduction.

Prior to introduction, a supplemental debt statement must be prepared, executed and filed in the office of the Clerk and prior to final passage of such ordinance an executed duplicate of such supplemental debt statement must be filed in the office of the Director of Division of Local Government Services.

PUBLICATION PRIOR TO FINAL ADOPTION

After introduction, a summary of the Bond Ordinance must be published in a local newspaper (copy attached to Bond Ordinance).

The Bond Ordinance should be published in a newspaper published and circulating in the municipality or, if there is none, then in a newspaper published in the county and circulating in the municipality.

TIMING

A Bond Ordinance may be considered for final adoption on that date which is at least ten (10) days after the date of introduction and at least seven (7) days after the date of publication.

The date set for final adoption may be postponed and the final adoption of the Bond Ordinance and its public hearing may be tabled <u>if</u> the governing body announces at the meeting initially scheduled for the public hearing, when and where the next hearing date will be <u>or</u> if the Bond Ordinance is republished with a new Notice of Pending Ordinance.

POSTING

At least one week prior to final adoption, the Bond Ordinance must be posted at an appropriate public access location in the Municipal Building and made available to members of the general public for inspection.

PUBLIC HEARING PRIOR TO FINAL ADOPTION

On the date set for final adoption, the governing body must hold a public hearing on the Bond Ordinance <u>prior</u> to final adoption.

FINAL ADOPTION

After the public hearing, the Bond Ordinance can be finally adopted by the affirmative votes of at least 2/3 of the full membership of the governing body.

PUBLICATION AFTER FINAL ADOPTION

A summary of the Bond Ordinance must be published after final adoption with a Twenty-Day Statement (copy attached to Bond Ordinance).

Once the Bond Ordinance has been finally adopted, the clerk must provide the following documents in order to verify and document proper passage:

1. The Affidavits of Publication evidencing the required publications of the Bond Ordinance before and after final adoption.

2. A "filed" copy of the supplemental debt statement.

3. Certified copies of extracts of minutes of governing body meetings evidencing introduction, public hearing and final adoption of the Bond Ordinance.

Sponsored by:_____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO.: _____

AN ORDINANCE TO CREATE AND ESTABLISH CHAPTER 184 OF THE GENERAL CODE OF THE CITY OF HOBOKEN ENTITLED "TOWING"

WHEREAS, N.J.S.A. 40:48-2.49 authorizes municipalities to regulate, by Ordinance, the removal of motor vehicles from private and public property by operators engaged in such practice, including, but not limited to, the fees charged for storage following removal and the mercantile licensing of such operators;

WHEREAS, the City of Hoboken has traditionally contracted with a single towing supplier pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., which has multiple downfalls including, but not limited to, lack of oversight, inefficiency in towing services, lack of necessary services during times of emergency and high volume, litigation, and lack of ability to recoup costs incurred by the City relating to the services; and,

WHEREAS, the City now wishes to move to the towing model authorized by N.J.S.A. 40:48-2.49 in an attempt to increase effectiveness and efficiency of the towing services within the City of Hoboken.

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

SECTION ONE:

Chapter 184 is hereby established within the General Code of the City of Hoboken, entitled "TOWING" as follows:

184-1: Purpose

To establish mercantile licensing for, and rules and regulations associated with, the towing and storage of motor vehicles from public roadways within the city limits of the City of Hoboken.

184-2: Scope

The provisions of this chapter shall apply to any entity that engages in towing and storage of motor vehicles within the city limits of the City of Hoboken for the benefit of the public.

184-3: Definitions

"Abandoned Vehicle" shall mean a motor vehicle which the owner or operator leaves on a public roadway and fails to notify the police or does not attempt to repair and remove the same within a reasonable period of time.

"Accident Vehicle" shall mean a motor vehicle which has been involved in an accident.

"Authorized Agent of the Owner" shall mean any individual who is not the owner who provides sufficient proof of authority, provided by the owner, to represent the owner's interests with regard to a motor vehicle.

“Basic Tow” shall mean the towing of a vehicle at the request of the Hoboken Police Department or Hoboken Department of Parking and Transportation either to the towing service’s storage site from the point of call or to City Hall from the storage site.

“City” shall mean the City of Hoboken.

“Director” shall mean the Director of the Department of Parking and Transportation.

“Disabled Vehicle” shall mean any motor vehicle which is unable to operate under its own power.

“Heavy Duty Tow” shall mean the recovery of any motor vehicle over 7,500 pounds gross vehicle weight which requires the vehicle to be up-righted or recovered from either on or off the traveled portion of a public roadway.

“Heavy Duty Towing List” shall mean the annual rotating list of all heavy duty towing services registered with and licensed by the City of Hoboken.

“Impounded Vehicle” shall mean a vehicle which, at the discretion of the police department, is taken into police custody because the operator of the vehicle was engaged in a violation of the law.

“Licensed Towing Service” shall mean a business engaged in the towing and storing of motor vehicles within the City of Hoboken which has registered with the City of Hoboken and been provided a mercantile towing license by the City Council.

“Licensee” shall mean a towing service which has been provided a municipal towing license by the City of Hoboken.

“Light Duty Tow” shall mean the recovery of all vehicles 7,500 pounds or less gross vehicle weight.

“Motor Vehicle” shall mean all vehicles propelled otherwise than by muscular power, including trailers and recreational campers, excepting such vehicles as run only upon rails or tracks and motorized bicycles.

“Owner” shall mean the registered title holder of a motor vehicle
“Storage Rates” shall mean the fees charged for the storage of vehicles, assessed as required in the within Chapter.

“Towing List” shall mean the annual rotating list of all towing services registered with and licensed by the City of Hoboken.

“Towing Rates” shall mean the fees charged by the towing service for recovery of a motor vehicle from the initial site to the storage site or from the storage site to City Hall.

“Towing Service” shall mean a business engaged in the towing and storing of motor vehicles. When used herein without referring to Heavy Duty or Light Duty the term shall include both types.

"Towing Vehicle" shall mean a motor vehicle employed by a towing service for the purpose of towing, transporting, conveying or removing motor vehicles from public roadways.

184-4: Towing Service Licensing and Registration

A. No entity or individual shall operate a towing service within the City limits unless such entity or individual shall have obtained a towing license issued by the City Clerk of the City of Hoboken, in accordance with this Chapter.
B. No such license shall be issued except upon the approval of the Director.
C. The City shall license up to six (6) light duty towing services annually. The City shall license up to three (3) heavy duty towing services annually. In any year in which a greater number of towing services apply than the number of licenses available the City shall conduct a random lottery, at the direction of the Director, to determine which towing services shall be licensed.
D. Each license issued shall be assigned a number, and shall obtain a sticker indicating that the towing service's name, the assigned number, and the year of licensure. The sticker shall be visibly placed on each towing vehicle which shall be utilized under this Chapter.
E. Application for a towing license shall be made on an annual basis to the Director on or before November 1st. Application shall be made on forms provided by the Director which shall be made available on an annual basis on or before September 1st. No late applications will be allowed.
F. Licensees shall be named on or before January 1st of each year, and shall provide the services under a license, as described in this Chapter, from January 1st to December 31st.

184-5: License Requirements

A. No towing service shall be placed upon the annual towing list for the towing or storing of motor vehicles within the City until the service shall be registered with the City and provided a Towing License by the City Council. No Towing License shall be supplied to a towing service unless that service meets the following criteria:
    1. Light Duty Towing services must have and utilize a storage site located within five (5) miles of the City limits;
    2. Heavy Duty Towing services must have a storage site located within twenty-five (25) miles of the City limits;
    3. Towing services must provide proof of ownership or similar property rights, a final certificate of zoning compliance and a certificate of occupancy for any and all storage sites to demonstrate control over the site as well as to demonstrate that the site and the proposed use on the site complies with all zoning and building codes;
    4. Towing services must maintain insurance at or above the requirements described in N.J.S.A. 56:13-12;
    5. Towing services must provide evidence of all towing equipment that may be utilized in servicing the City of Hoboken, demonstrating current motor vehicle registration, motor vehicle licensing, and vehicle insurance;
    6. Towing services must provide evidence of ownership or a leasehold of at least one flat bed and one wheel lift;
    7. Towing services must provide a statement of corporate ownership, and a stockholder disclosure statement;
    8. Towing services must provide such other items as the Director of the Department of Transportation shall require by Administrative Rule or Regulation, in his or her discretion.
    9. Towing services must provide a list of all customer service representatives employed by the entity.

10. Towing service providers must provide evidence that their internal software system is internet capable and must certify that they will, at their own cost and expense, purchase and utilize software which is compatible with the City's towing software system.
11. Towing service provides must certify that they will operate their storage site in accordance with the regular business hours and after-hours required by the Director. The Director shall provide the required hours, in writing, as part of the annual application.
12. Towing service provides must certify that they agree to provide towing services twenty-four hours a day, three hundred sixty five days a year within fifteen minutes of being summoned.
13. All applicants agree to maintain the following during the term of the License:
    i. Tow-truck drivers shall have and maintain a valid driver's license for the tow vehicle that they operate. Drivers that operate heavy duty wreckers shall have the following endorsements on their commercial driver's license:
        1. Hazardous materials endorsement.
        2. Double- and triple-trailer endorsement.
        3. Within two years of the effective date of this chapter, all Licensees shall maintain the following:
            a. Tow-truck drivers that operate tow vehicles under a City of Hoboken Towing License must maintain the Towing and Recovery Association of America (TRAA) National Driver Certification Level 1 or other nationally recognized certification.
            b. Drivers that operate the heavy-duty tow truck must obtain the Level 2 certification.
            c. General employees shall have TRAA Level 1 certification or other nationally recognized certification.
            d. To perform any recovery operation, the Licensee must have at least one employee certified as a TRAA Level 3 or other nationally recognized certification.

B. Failure to supply all required material will render an applicant unqualified for a license in that calendar year. Such failure shall have no effect on the same towing service's ability to qualify for a license in subsequent years.
C. No sworn member of the City of Hoboken Police Department shall be permitted to own greater than ten percent (10%) of any towing service licensed by the City.
D. Each application shall be accompanied by an Administrative Fee of $200.00, payable to the City of Hoboken, which fee shall be in addition to any other fees, including but not limited to fees for criminal background checks. Said fee shall be held by the City until such time as licenses are granted in the quantities described in Section 184-4. Any applicant who does not qualify for a license and any applicant, who qualifies but does not receive a license as a result of the lottery, when applicable, shall have their Administrative Fee returned.

184-6: Investigation of Applicants for License

A. The Director has the authority to investigate each applicant for a towing license to determine whether the individual or entity is of good moral character and to determine whether the vehicles and equipment of the entity or individual are in such condition that they can be operated in a safe and efficient manner.
B. The Director shall have the right to investigate the driving history, criminal background, and financial stability of any individual or entity applying for an annual towing license.
C. Any negative history relating to an applicant which is ten (10) years or older may not be considered by the Director as part of the investigation.

184-7: Display of Information

A. Each licensed tower shall be required to make the following available in every towing vehicle:
    1. The towing service's schedule of fees
    2. The phone number of the Department of Parking and Transportation
    3. The towing service's City of Hoboken Towing License number for the current year

B. Each licensed tower shall be required to visibly display the following information on the exterior of every towing vehicle:
    1. The towing service's name
    2. The annual City of Hoboken License sticker, which shall include the license year and license number
    3. The towing service's phone number

184-8: Towing License Transferability

No towing license shall be transferred from the entity or individual named on the initial application except upon proper application to the Director and prior written approval of the Director. Transfers shall only be considered for approval upon death of an individual Licensee or upon sale of 50% or more of a business Licensee.

184-9: Rotating System for Summoning Licensed Towers

A. Separate and distinct lists shall be maintained for Heavy Duty Tows and Light Duty Tows.
B. The City shall, by lottery, determine the numerical placement of each Licensee on the annual list. On the first day of each month, the Licensee at the top of the list from the previous month shall be placed at the bottom of the list. The Licensee at the top of the list shall be summoned first for each call. If any Licensee summoned refuses to provide the service, can only provide partial service, or fails to present on the scene summoned to within fifteen (15) minutes of the call, the next Licensee on the list shall be called. Each individual listed in 184-6(D) shall maintain their own list and perform this procedure independent of all other individuals listed therein.
C. The City shall begin at the top of the monthly list for each service call.
D. The procedural details of the rotating system for summoning Licensees shall be developed by and amended, as necessary, at the discretion of the Director. The procedure and any amendments thereto shall be in writing, and shall be made available to the public upon request.
E. Licensees may only be summoned by the Chief of Police, or his authorized agent, the Director, or his authorized agent, the Mayor, or his authorized agent, the Director of Public Safety, or his authorized agent, and the Chief of the Office of Emergency Management.

184-10: Schedule of Allowable Fees

(a) Licensed towing services may charge fees to vehicle owners for the following services:

1. Basic tow, which shall be a maximum flat fee of $80.00 for Light Duty Tows and $450.00 for Heavy Duty Tows;

2. In the case of a motor vehicle involved in an accident the following additional services, if actually performed:

i. Waiting time in excess of 15 minutes, which shall be calculated based upon each 15 minutes spent at the call site from which a motor vehicle will be towed, with fewer than 15 minutes rounded up to 15, which shall be a maximum fee of $12.50 per 15 minutes;

ii. Brush cleaning, including collection of debris that can be picked up by hand, which shall be a maximum flat fee of $25.00;

iii. Site clean-up, which shall be calculated based upon the number of bags of absorbent used, at a maximum rate of $25.00 per bag;

iv. Winching, which shall be based upon each one-half hour spent performing winching, which shall be at a maximum rate of $50.00 per one-half hour for Light Duty vehicles and $200.00 per one-half hour for Heavy Duty vehicles;

v. The use of window wrap, which shall be a maximum flat fee of $40.00;

vi. Tarping, which shall be a maximum flat fee of $40.00;

vii. Transmission disconnect, which shall be charged only if a motor vehicle is locked and the towing company is unable to obtain the keys for the motor vehicle, which shall be a maximum flat fee of $40.00;

viii. Use of a flat bed tow truck, which shall be charged if a motor vehicle can be transported only by a flat bed tow truck, which shall be a maximum flat fee of $125.00;

ix. Use of special equipment other than the first tow truck to recover a motor vehicle that cannot be recovered by winching or pieces of a motor vehicle that cannot be moved by hand, which may be both a labor and an equipment charge billed in half-hour increments at $65.00 per one-half hour;

x. Decoupling, which shall be a maximum flat fee of $75.00;

xi. Storage at a towing company's storage facility, which shall be at a maximum daily (24 hour) rate of $30.00 for Light Duty Tows and $100.00 for Heavy Duty Tows;

xii. More than three trips to the motor vehicle in storage, which may be invoiced as an administrative fee by the Towing Service, which shall be a flat fee of $45.00 per trip;

xiii. Releasing a motor vehicle from a towing company's storage facility after normal business hours or on weekends, which shall be a maximum flat fee of $10.00.

(b) A licensed towing service that engages in towing at the request of the City shall not charge for the use of a flat bed tow truck if a motor vehicle can safely be towed in an upright position by another type of tow truck, even if the private property towing company chooses to use a flat bed tow truck for the tow.

(c) A licensed towing service that engages in towing at the request of the City may not charge for the tolls it incurs driving to the site from which a motor vehicle will be towed and while towing the motor vehicle from that site to the towing company's storage facility.

(d) A licensed towing service that engages in towing at the request of the City shall calculate storage fees based upon full 24-hour periods a motor vehicle is in the storage facility. For example, if a motor vehicle is towed to a storage facility at 7:00 P.M. on one day and the owner of the motor vehicle picks up the motor vehicle before 7:00 P.M. the next day, the towing company shall charge the owner of the motor vehicle only for one day of storage. If a motor vehicle is stored for more than 24 hours, but less

than 48 hours, the towing company may charge for two days of storage. However, time shall not being to accrue for purposes of calculating storage fees until midnight (12:00 a.m.) next following the time the vehicle reaches the storage site.

(g) A towing company performing a private property tow or other non-consensual tow shall take the motor vehicle being towed to the towing company's storage facility having the capacity to receive it that is nearest to the site from which the motor vehicle is towed.

(h) The bill for any tow allowed herein shall include the time at which a towed motor vehicle arrived at the towing service's storage site.

(i) In addition to the fees allowed to be charged against towed vehicle within this Section 183-6, the City has the authority, at the discretion of the Director, to charge a tow release processing fee up to $20.00 per vehicle.

184-11: Additional Rules and Regulations

A. All persons operating a towing vehicle within the municipality, and all their agents, shall keep in their possession a pad of pills containing the owner's name and the address of his or her place of business and, before towing a vehicle, shall prepare a bill on their billhead form, in duplicate, the original of which shall be furnished to the owner or authorized agent of the owner of the vehicle.
B. The bill shall contain the following information:
    a. Full name, address and business telephone number of the towing service;
    b. Full name and address of the person engaging the towing vehicle;
    c. State registration number of the vehicle being towed;
    d. Maximum rates which may be charged by the towing service;
    e. State registration number of the towing service;
    f. Municipal license number of the towing service;
    g. Address of the storage site to which the vehicle will be towed.
C. Licensees shall not furnish estimates of the cost of repairs to vehicles at the site of the accident.
D. Licensees shall not make any repairs or cause any repairs to be made at the site of the accident, unless such repairs are necessary to effectuate the towing of the vehicle.
E. All bills for services, estimates, and contracts relating to the towing of vehicles by Licensees shall be in writing and shall conform to the provisions of this Chapter. No oral agreements shall be made with vehicle owners or authorized agents of owners.
F. The Licensee shall keep an accurate record of all towing calls made at the request of the City. The City shall be provided with a copy of all bills and invoices relating to the Licensee's services to the City within thirty (30) days of creation of the bill or invoice.
G. The City shall have no financial responsibility for the services provided by towing services within the City, unless provided for in N.J.S.A. 56:13-7, or N.J.A.C. 13:45A-31.1.
H. Towing services operating within the City shall abide by all state statutes, rules and regulations, and any violation of a state statute, rule or regulation shall be considered a violation of this Chapter which may affect the rights of the Licensee.
I. The Licensee shall maintain records of all vehicles towed, stored and released by it. Records shall be kept for a four-year period. These records shall include the name of the City of Hoboken employee summoning the Licensee, name of towing employee, the date and time of tow-in, destination towed, vehicle tag number and state, vehicle identification number, make, model, color and year of vehicle, itemized charges to the owner of the vehicle and the disposition of the vehicle and date thereof.
J. The towing operator shall maintain a record of all property found anywhere in the towed vehicle, including the trunk and glove compartment when open and where a key is available.

K. The Director shall, upon request have immediate access to any and all of these records. The Department of Parking and Transportationshall conduct a quarterly audit of each tower's records and provide a written report to the City Clerk's office.
L. The Licensee shall notify the Director, in writing, of any vehicle that is left unclaimed for a period in excess of seven calendar days.
M. The Licensee must permit payment of fees by the use of at least two major credit cards. The City will not be held liable for, or assist the Licensee in the collection of any unpaid fees that were incurred under the provisions of this chapter.
N. The Licensee shall incur the cost of preparing a payment rate circular for fees listed under this chapter and shall distribute this rate circular at the time of tow to all customers, at no cost, which also includes directions to the storage location, business hours, phone numbers, major credit cards accepted and other methods of payment accepted.
O. The Director shall have the authority to establish additional rules and regulations, as necessary, to effectuate the purpose and intent of this Chapter. All rules and regulations shall be in writing, shall be mailed to each Licensee within twenty-four (24) hours of enactment, and shall be made available to the public immediately upon request.

184-12: Enforcement

The provisions of this Chapter shall be enforced by the Department of Parking and Transportationand the Hoboken Police Department.

184-13: Suspension or Revocation of License; Effect on Future License Applications

A. In addition to any other penalties set forth within this Chapter, under other City ordinances, or under State law for violations by Licensees, the Director may, after notice and an opportunity to be heard, suspend or revoke any annual license.
B. For severe violations and/or recurring violations, the Director may, after notice and an opportunity to be heard, revoke any annual license and, in addition, use such violation as the determining factor for refusing to approve subsequent annual applications for a period up to ten (10) years.

184-14: Violations and Penalties

Unless otherwise specified herein, any individual or entity violating any provision of this chapter shall, upon conviction thereof before the Municipal Court, be subject to a fine not exceeding:

1. $1,000, or imprisonment for a period not exceeding seven (7) days, or both, for the first offense;
2. $2,000, or imprisonment for a period not exceeding thirty (30) days, or both, for the second offense;
3. $5,000, or imprisonment for a period not exceeding ninety (90) days, or both, for the third or subsequent offense.

The actual amount of each penalty shall be determined by the sound discretion of the Municipal Judge. In addition to the aforementioned penalties, and as provided for herein, violations of this chapter may subject the license to suspension or revocation as provided for herein.

<u>SECTION TWO:</u>

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

SECTION THREE:

This Ordinance shall be published and take effect as provided by law.

Date of Introduction: August 24, 2011

Approved as to Legal Form:

_____
Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2011

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2011

_____
Dawn Zimmer, Mayor

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE Z-41 WHICH ESTABLISHED REGISTRATION FEES FOR RECREATION PROGRAMS UNDER CHAPTER 39 OF THE ADMINISTRATIVE CODE OF THE CITY OF HOBOKEN

WHEREAS, on June 16, 2010 an Ordinance (Z-41) establishing registration fees for recreation programs passed final reading of the City Council; and,

WHEREAS, the past year has demonstrated that the Ordinance does not adequately represent the actual costs associated with the City's recreation programs; and,

WHEREAS, the City does not want to provide further financial burdens to the families of students, adolescents and children utilizing the recreational programs; however, the adults who choose to use the programs should be required to provide the City with fees commensurate with the actual costs of providing the adult programs.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows:

SECTION ONE: AMENDMENTS TO CHAPTER 39

The language added to Chapter 39 by Ordinance Z-41 , entitled "Registration Fees" is hereby amended as follows (additions noted in underline, ~~deletions noted in strikethrough~~):

Applicant Type	Applicant Status	Registration Fee
Child/Student/Adolescent		
	Resident	$25.00 per program
	Non-Resident	$35.00 per program
Adult		
	Resident	$60.00 to $100.00 per program based on actual costs
	Non-Resident	$60.00 to $100.00 per program based on actual costs plus $10.00 per program for non-resident administrative fees

The Director of the Division of Health and Human Services shall determine, in his or her sole discretion, the Adult Recreation Fees per program per year, within the limits set herein. The fee determination shall be based on actual costs per person per program. The Director's determined fee for each adult program shall be set in writing and delivered to the City Council prior to the Director and the Recreation Department accepting annual registrations for said program, and shall be amended on not less than an annual basis.

The remainder of Chapter 39 remains unchanged.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand not withstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect either on January 1, 2011 or upon passage and publication as provided by law, whichever occurs second.

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: August 24, 2011

Approved as to Legal Form:

☐ Vetoed by the Mayor for the following reasons: _____

_____
Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2011

_____
James Farina, City Clerk

_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2011

_____
Dawn Zimmer, Mayor