



May 2, 2012

Dear City Council Members,

I am writing to give you an update on several important issues:

Management Changes at City Hall

I have appointed Quentin Wiest to be Business Administrator subject to the advice and consent of the City Council. He will start full time on May 14th. He has an impressive background, and I believe will be a great asset to Hoboken. He has served as Business Administrator of the Borough of Closter, Executive Director of the Bergen County Improvement Authority, Director of Public Works for Bergen County, and Mayor of Ridgewood. He brings extensive finance, construction and facilities management experience. Along with overseeing all departments, Mr. Wiest will move important projects forward such as the revaluation which has not been completed for nearly 20 years.

We have introduced an updated salary ordinance that includes the position of Assistant Business Administrator. Our experience over the last several years has demonstrated that the enormous administrative role requires a team approach. Along with assisting the BA on management of the City's departments, Stephen Marks, as the former director of planning for the County, brings tremendous experience that will help with important projects. For example, he has taken over management of the \$2 million Observer Boulevard project, coordination with the county on the completion of 1600 Park traffic signals, the parkland acquisition process, as well as the repair of Pier A. His familiarity with the grant process at all levels will ensure that the City applies for every grant opportunity possible. He will also oversee the crucial implementation of a new voicemail and computer system, among other important initiatives.

The resumes for Mr. Wiest and Mr. Marks remain available on the City website:

www.hobokennj.org/docs/mayor/Resume-Wiest.pdf

www.hobokennj.org/docs/mayor/Resume-Marks.pdf

Corporation Counsel's Office

I have also made the decision that it is important that we have an in-house and full time Corporation Counsel, and we will be conducting a search to identify someone for that position. While that search continues, Mellissa Longo will serve as interim Corporation Counsel.

Mark Tabakin has done a remarkable job in his part-time capacity as corporation counsel and I am extremely grateful for his service. He and his firm Weiner Lesniak have successfully won many cases for the City. He has graciously offered to continue serving the City in his private capacity at Weiner Lesniak, and I intend to call on his expertise whenever it is appropriate.

On the agenda are various legal contracts for this year, including funding for important projects such as the Monarch lawsuit, the only litigation where the City is proactively taking legal action as opposed to defending the City's position. It also includes a contract for the NJ Transit redevelopment process. Working with the

OFFICE OF THE MAYOR

Zoning & Economic subcommittee, my Administration is preparing to introduce a redevelopment plan to the Council for consideration, and this requires legal guidance. We are proposing working with Joe Maraziti on this important project. Attached, please find a summary of the legal contracts along with not to exceed amounts.

Also, please be advised that the closed session will include an update on the Southwest parks acquisition process and settlement of an employee matter. In addition, there will be a brief open session that provides an overview of the redevelopment process vs. the area in need of rehabilitation process. It is important that the City Council and the public understand the differences between these two processes so that we can make fully informed decisions going forward on many important projects.

Update on NJ Transit redevelopment process

As you are aware, the Redevelopment Area for the Hoboken Terminal and Rail Yards was designated as an area in need of redevelopment on February 7, 2007. In 2008, New Jersey Transit ("NJT"), working with the Roberts Administration, publicly presented a redevelopment proposal that included a 70 story office tower and several 45 story residential buildings. This proposal was met by substantial community opposition and was opposed by many of Hoboken's elected officials including myself in my position as 4th Ward Councilwoman. During the 2009 Mayoral election, every candidate expressed opposition to the proposed plan, reflecting the virtually unanimous opposition of Hoboken's residents to a plan that was out of scale with the fabric of our community.

Thereafter, NJ Transit sought to propose initially developing a 2 acre portion of the Redevelopment Area which encompassed the terminal and its immediate area. This would serve as a first phase of development with the nature of the balance of the project to be determined at a later date. The City advised NJT that it could not agree to plan the project in stages unless an agreement was reached on a legal framework ensuring that no project could be constructed without the approval of the Hoboken City Council as the Redevelopment Agency for the City. This agreement was necessary in light of the unacceptable scale of NJT's proposal for the full site, and NJT's stated legal position (with which the City disagrees) that State law permits NJT to move forward unilaterally with a project of its choosing.

Unfortunately, after extended negotiations requiring significant expenditure of legal fees, no agreement was reached. NJT was unwilling to compromise on what it believes is its legal authority to preempt local land use and Redevelopment law to build non-transportation related projects. The City strongly disagrees with NJT's legal position and has made clear that it will take all steps necessary to ensure that the Hoboken City Council, as the Redevelopment Agency for the City of Hoboken, has final approval over any proposed project.

Per the NJ Redevelopment and Housing Law, the City has undertaken the preparation of a redevelopment plan for the Hoboken Terminal and Rail Yards Redevelopment Area. The City issued a Request for Qualifications in the fall of 2010. After a detailed interview process, the interview panel recommended Wallace Roberts & Todd, LLC for the planner to prepare the redevelopment plan.

On February 16, 2011, the City hired WRT to prepare a redevelopment plan for the Redevelopment Area after taking into consideration the City's, NJ Transit's and the community's input.

In the process of developing the redevelopment plan for the full site, the City met with additional focus groups and conducted a community survey to gather additional input. The focus groups include the following:

- Hoboken Terminal and Rail Yards Task Force
- Quality of Life Coalition Committee for a Green Hoboken
- Businesses Focus Group
- Artists Focus Group
- NJ Transit and LCOR

The planners at WRT assembled the input from the focus groups, community meeting, a site visit with NJ Transit, and survey results and prepared multiple conceptual designs. Those designs were presented to the

OFFICE OF THE MAYOR

focus groups and then at a second community meeting (November 10, 2011) to explain the options for the entire site and to discuss issues, opportunities, and the community's priorities. There was significant turnout and discussions at the break-out tables and the City received a number of comment sheets and written feedback as well.

The City staff and planners have been actively working on finalizing a conceptual design that addresses the community and focus group feedback on the various options. For example, there were at least two focus groups who noted that there was a preference for the commercial to be located closer to the terminal. There were also concerns about relocating the bus terminal further from the rest of the transit connections. Thus, the conceptual design reflects those comments.

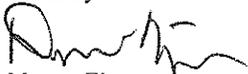
Working diligently on creating a final conceptual design, WRT coordinated with the NJ Transit and LCOR's professionals at Skidmore, Owings & Merrill, LLP (SOM) in November and December to verify some of the property assumptions and to clarify property constraints that NJ Transit and LCOR had noted at the focus group meetings.

My Administration, WRT and the City Council subcommittee held meetings to discuss the community and focus group comments and the concept options and to provide feedback. As the City proceeded with the development of its redevelopment plan, NJT independently moved ahead with its own planning process resulting in several proposals that have been shown to City officials on a confidential basis. I believe that the City Council and the public have a right to see and evaluate NJT's proposed plan so it can be compared to the plan being developed by the City. I am therefore asking that NJT waive its request for confidentiality. I will advise the City Council of NJT's response to this request as soon as I receive it.

The City recognizes that NJT's input must be seriously considered in the crafting of the Redevelopment Plan. That said, the Redevelopment Plan must first and foremost be consistent with the best interests of the City of Hoboken, and that is the guiding principle that has and at all times will continue to form the basis of the City's planning process.

The City, working with the Zoning & Economic Development Subcommittee, and our professionals, is in the final stages of preparing a redevelopment plan for introduction to the City Council. It will then be the responsibility of the City Council to make any changes it believes are appropriate, and approve a plan that it considers to be in the best interest of the City of Hoboken. We expect to present this plan to the Council and the public shortly.

Thank you and best regards,



Mayor Zimmer

Cc: Quentin Wiest, Business Administrator
Stephen Marks, Assistant Business Administrator
Mellissa Longo, Interim Corporation Counsel
City Directors

P.S. As I am writing this, I just received word that we won a case for a \$700,000 claim against the City (see attached). As a result, we will be taking the contract for Chasan Leyner & Lamparello off the agenda.

P.P.S. I also just learned that the case related to the request to have the City return campaign contributions made to Peter Cammarano by Jimenez, Amato & Walensky totaling tens of thousands of dollars was dismissed (see attached).

The following contracts will be presented to Council on May 2, 2012. The hourly rate for the contracts is \$150/hour unless otherwise stated.

1. **Maraziti Falcon & Healy (Joseph Maraziti) – Monarch litigation \$90,000 (\$190.00/hour) (amendment to contract – increasing current contract by \$40,000)**
2. **Lite DePalma Greenber (Victor Afanador) – Rent Control Litigation \$175,000 (amendment to contract – increasing current contract by \$125,000)(includes affirmative action investigation)**
3. **Florio & Kenny (Ed Florio) – Rent Control Board Attorney \$15,000 (amendment to contract – increasing current contract by \$10,000)**
4. **Parker McCay (Phillip Norcross)– Bond Counsel \$35,000 (amendment to contract – increasing current contract by \$20,000)**
5. **Weiner Lesniak – Outstanding and General Litigation 2012 \$185,000 total (NEW) (118 Clinton Street Associates v. Hoboken, Hoboken v. Tartaglia, Campbell v. Hoboken, BZW Ltd, Propark, United Textiles, Andruela/Belifore, Arezzo, Police Dispatch Grievance, Bridgden and future matters may be assigned as needed)**
6. **Florio Kenney – Outstanding Litigation (Crepe Grill litigation) \$30,000 (NEW)**
7. **McManimon and Scotland – Outstanding Litigation (100 Paterson v. City of Hoboken) \$30,000 (NEW)**
8. **Edward Buzak – Outstanding Litigation \$115, 000 (NEW) (Maxwell Place Park/Deed Issues, Maxwell Place Condo Association Negotiations, Hoboken Cove Condo Association Negotiations, Kane Properties v. Hoboken appeals)**
9. **Chasan Leyner & Lamparello – Outstanding Litigation \$50,000 (NEW) (Monroe Center Development v. Hoboken) (Clerk’s office did not include this resolution originally in the packet – we have instructed Jerry Lore to send it separately to Council asap)**
10. **Maraziti, Falcon & Healy (Joseph Maraziti) – NJ Transit Redevelopment Project \$50,000 (\$190/hour) (NEW)**
11. **Okin, Hollander & Deluca (Paul Hollander) – Bankruptcy increase by \$20,000 (\$450/hour for all attorneys changed from \$540 for partners and \$400 for associates) Amendment to contract – increasing current contract by \$20,000)**
12. **Vincent LaPaglia – Tax Appeals, Hudson County Board of Tax Appeals and New Jersey Tax Court Appeals) \$75,000 (NEW)**
13. **Greico Oates & Defilippo – (Nicholas Greico) General Litigation (to be assigned as needed) 2012 \$20,000 (NEW)**
14. **Florio Perucci Steinhardt & Fader (Paul Fader) – General Litigation (to be assigned as needed) \$20,000 (NEW)**

15. Clifford Gibbons - \$10,000 for (Neumann Leather Litigation) (NEW)ⁱ

ⁱ Other legal contracts NOT on this agenda include: Paul Condon – Outstanding Litigation \$25,000 (Andriani v. City of Hoboken) (Already Approved by council- not on this meeting); Collins – Outstanding Litigation \$100,000 (Block 112 Development, Docket No. HUD-L-6010-10 and URSA Development Docket No. HUD-L-6440-11) (Already Approved by council – waiting for George DeStefano provide a correct certification of funds)

LAW OFFICES

CHASAN LEYNER & LAMPARELLO

A PROFESSIONAL CORPORATION

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SECAUCUS, NEW JERSEY 07094-3621
TEL. (201) 348-6000
FAX (201) 348-6633
WWW.CHASANLAW.COM

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ARTHUR N. D'ITALIA
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MICHAEL A. D'ANTON, PH.D.[∇]
MARTHA D. LYNES
JORDAN S. FRIEDMAN^Δ
PETER L. MACISAAC

RAYMOND CHASAN
(1904-1988)



April 27, 2012

RALPH J. LAMPARELLO^{Δ**○}
ROBERT A. KAYEA
CINDY NAN VOGELMAN
JOHN V. MALLON^{○*}
STEVEN L. MENAKER⁺
THOMAS R. KOBIN^Δ
ROBERT A. CAPPUZZO^Δ
JOHN L. SHAHDANIAN II^Δ
ANTHONY V. D'ELIA
MITZY GALIS-MENENDEZ
JOHN P. BEIRNE
MICHAEL D. WITT[○]
THOMAS A. MORRONE⁺
NICOLE R. CASSATA
MITCHELL L. PASCUAL[□]

KATHLEEN LANG
LARRY E. SCIENSKI^Δ
ANN M. MERRITT[□]
JOSEPH A. GARCIA^Δ
MARK S. HANNA^Δ
JOSE VILARIÑO
ROOSEVELT JEAN^{*}
KIRSTIN BOHN^Δ
DAVID L. SOFFERV
JOSEPH A. LAGANA
JOHN M. TUNTEVSKIA
RICHARD W. FOGARTY^Δ
MARIA P. VALLEJO
RAYMOND J. SEIGLER
ROBERT E. FINNA
DANIEL R. LAGANA
AMANDA E. JACKSON[□]
SAMAR SIYAMA^Δ
JAMES A. LEWIS V
REKA BALAA

Mark A. Tabakin, Esq.
Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: **Monroe Center Development v. City of Hoboken, et al.**
Civil Action No.: 2:11-cv-00019
Our File No.: 03849-0004

Δ N.J. & N.Y. BARS
◊ N.J. & PA. BARS
∇ N.J., N.Y. & D.C. BARS
⊕ N.J., N.M. & KS. BARS
□ N.J. & FL. BARS
○ N.J., N.Y. & PA. BARS

Dear Mr. Tabakin:

* CERTIFIED CIVIL TRIAL ATTORNEY
+ CERTIFIED CRIMINAL TRIAL ATTORNEY
○ RULE 1:40 QUALIFIED MEDIATOR

We are pleased to advise you that the Honorable Martha T. Royster, J.S.C. recently granted a Motion for summary judgment that we filed on behalf of the Mayor and City Council acting in their capacity as the Redevelopment Agency, effectively ending the litigation. A copy of the Court's Order is enclosed for your review.

By way of background, Plaintiff Monroe Center Development, LLC ("Plaintiff") was designated by the City Council as the redeveloper of a tract of land in the northwest area of Hoboken in October 2000. After substantial construction delays and the bankruptcy filing of one of Plaintiff's assignee development companies, the City terminated Plaintiff as redeveloper by resolution adopted August 11, 2010.

Plaintiff filed a complaint alleging that the termination of the Redevelopment Agreement violated the New Jersey Permit Extension Act, the New Jersey Open Public Meetings Act ("OPMA"), the New Jersey Redevelopment Act, the United State Bankruptcy Code, and Plaintiff's procedural due process rights in violation of 42 U.S.C. §1983. Plaintiff also alleged that the City to return its \$700,000 security deposit or performance bond.

Mark A. Tabakin, Esq.
April 27, 2012
Page 2

We removed the matter to federal court, and filed a Motion to dismiss for failure to state a claim. The Honorable Stanley R. Chesler, U.S.D.J., granted the motion in part, dismissing several of the counts and significantly limiting Plaintiff's other claims. After serving aggressive discovery, Plaintiff consented to withdraw all of its claims except for the count which sought an accounting for and return of an alleged \$700,000 - \$750,000 security deposit or performance bond the Plaintiff allegedly provided to the City.

The case was remanded to the state court, where, after Plaintiff failed to produce sufficient evidence that it provided the City with a performance bond, we successfully filed the Motion for summary judgment.

We thank the City of Hoboken for offering this firm the opportunity to represent the interests of the City, Mayor Zimmer, and the City Council, and for demonstrating trust and confidence in our abilities.

Very truly yours,



Kirstin Bohn
For the Firm

Enc.

c: Honorable Dawn Zimmer
Carol Marsh, Councilwoman
David Mello, Councilman
Elizabeth Mason, Councilwoman
Jennifer Giattino, Councilwoman
Michael Russo, Councilman
Peter Cunningham, Councilman
Ravinder S. Bhalla, Councilman
Theresa Castellano, Councilwoman
Timothy Occhipinti, Councilman
Brandy Forbes, Community Development Director
Alysia M. Proko-Smickley, Esq., Assistant Corporation Counsel

FILED

APR 13 2012

CHASAN LEYNER & LAMPARELLO, PC
300 Harmon Meadow Boulevard
Secaucus, New Jersey 07094
(201) 348-6000
Attorneys for Defendants
File No. 03849-0004

MARTHA T. ROYSTER, J.S.C.

MONROE CENTER DEVELOPMENT, LLC,

Plaintiff,

v.

CITY OF HOBOKEN; DAWN ZIMMER
(Mayor); CAROL MARSH (President);
RAVINDER BHALLA (Vice-President); DAVID
MELLO (Council at Large); THERESA
CASTELLANO (Councilwoman 1st Ward);
ELIZABETH MASON (Councilwoman 2nd
Ward); MICHAEL RUSSO (Councilman 3rd
Ward); TIMOTHY OCCHIPINTI (Current
Councilman 4th Ward); MIKE LENZ (Former
Councilman 4th Ward); PETER CUNNINGHAM
(Councilman 5th Ward); ANGELO "NINO"
GIACCHI (Councilman 6th Ward); COUNCIL
OF THE CITY OF HOBOKEN; and MAYOR
AND CITY COUNCIL OF THE CITY OF
HOBOKEN ACTING AS REDEVELOPMENT
AGENCY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
Law Division: Hudson County
Docket No.: HUD-L-6452-10

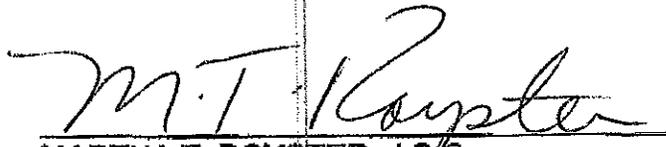
**ORDER GRANTING
SUMMARY JUDGMENT
AND DISMISSING COMPLAINT**

This matter being opened to the Court by Chasan Leyner & Lamparello, PC, on behalf of the Defendants City of Hoboken, Dawn Zimmer (Mayor), Carol Marsh (President), Ravinder Bhalla (Vice-President), David Mello (Council At Large), Theresa Castellano (Councilwoman 1st Ward), Elizabeth Mason (Councilwoman 2nd Ward),

Michael Russo (Councilman 3rd Ward), Timothy Occhipinti (Current Councilman 4th Ward), Mike Lenz (Former Councilman 4th Ward), Peter Cunningham (Councilman 5th Ward), Angelo "Nino" Giacchi (Councilman 6th Ward), Council of City of Hoboken, and Mayor and City Council Of The City Of Hoboken Acting As Redevelopment Agency, seeking an Order pursuant to Rule 4:46-1, dismissing the Complaint of Plaintiff; and the Court having considered the moving papers and the papers filed, if any, in opposition; and for good cause appearing;

IT IS ORDERED, this 13th day of April, 2012, that:

1. Defendant's Motion for Summary Judgment is granted and the Complaint of Plaintiff Monroe Center Development, LLC, be and the same are hereby dismissed, with prejudice but without costs; and
2. A copy of this Order shall be served upon all parties within seven (7) days of the date hereof.


 MARTHA T. ROYSTER, J.S.C.

R. 1:6-2(a): The within matter was _____ opposed _____ unopposed.

R. 1:6-2(f):

_____ The Court made (____ oral ____ written) findings of fact and conclusions of law explaining its disposition of the Motion on _____, 2012.

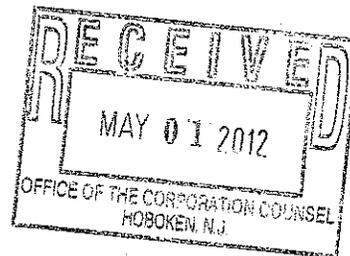
_____ If no such findings have been made by the Court, appended hereto is a statement of reasons for the disposition of the Motion on _____, 2012.

_____ The Court concludes that explanation is not necessary or appropriate.

FLORIO & KENNY, L.L.P.

ATTORNEYS AT LAW

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EDWARD J. FLORIO
BERNARD F. KENNY, JR.
NITI G. RAVAL

CHRISTOPHER K. HARRIOTT
DAVID J. YANOTCHKO
DENNIS P. LILOIA
CHRISTOPHER L. BIRKHEIMER
STEPHEN R. BANKS^
MICHELE C. SEBASTIANO*

CHRISTOPHER L. PATELLA
OF COUNSEL

^ CERTIFIED WORKER'S
COMPENSATION ATTORNEY

* ADMITTED TO NJ & NY BAR

April 26, 2012

Mark Tabakin, Esq.
City of Hoboken, Law Department
94 Washington Street, 2nd Floor
Hoboken, New Jersey 07030

RE: JIMINEZ, AMATO & WALENSKY VS. CITY OF HOBOKEN AND PETER
CAMMARANO
DOCKET NO.: HUD-L-6224-11
OUR FILE NO.: 301.006

Dear Mr. Tabakin:

This office represents the Defendant, City of Hoboken in connection with the above referenced matter.

Enclosed herewith please find correspondence from Plaintiff's counsel advising oral argument on Defendant's Notice of Motion to Dismiss Plaintiffs' Complaint has been scheduled for April 27, 2012 at 3:30 p.m. before Judge Farrington.

Thank you for your attention to this matter.

Very truly yours,

FLORIO & KENNY, L.L.P.



DENNIS P. LILOIA, ESQ.

DPL/ap
Enclosure

301.006
C

THE LAW OFFICES OF
LOUIS A. ZAYAS
A LIMITED LIABILITY COMPANY

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☐ Respond to N.J. Office
lzayas@zayaslawfirm.com

April 25, 2012

VIA FAX (201) 659-8511

Edward J. Florio, Esq.
Florio & Kenny, LLC
5 Marine View Plaza
Suite 103
Hoboken, NJ 07030

Re: Luis Jimenez et al vs. City of Hoboken, et. al.
Docket No.: HUD-L-6224-11

Dear Mr. Florio:

Please be advised that oral arguments on Defendants' Motion to Dismiss have been scheduled for April 27, 2012 at 3:30 p.m.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

LOUIS A. ZAYAS, ESQ

LAZ/ev

cc: Judge Christine A. Farrington (via fax)

Introduced by: _____

Seconded by: _____

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING
MAY 2, 2012**

TAXI, LIVERY, AND LIMOUSINE DRIVERS (SEE ATTACHED))

MISCELLANEOUS LICENSES

DRIVERS

(12 ITEMS @ \$75.00)

<i>NAME</i>	<i>TAXI/LIMO</i>	<i>LICENSE#</i>
DIONICIO MENDOZA	LIMO	1792
RAMON LIRIANO-MARTINEZ	TAXI	4272
ROSEMARY JIMENEZ-RODRIGUEZ	LIMO	3942
HENRY RODRIGUEZ	LIMO	6867
GUSTOVO VALVERDE	LIMO	9845
EUGENIO ROMERO	LIMO	5872
NABIL GENDY	TAXI	4322
PABLO SANCHEZ	TAXI	3513
JOVANNI ARIAS	TAXI	8210
ANGEL DAVILA	TAXI	7514
FRANCISCO OLIVO	TAXI	3013
SEGUNDO CASTILLO	TAXI	9484

TRANSFER

TAXI (SEE BELOW)

ADAM TRANSIT CORP. TRANSFERRED TO SAMIR A. KASSAB HYBRID \$500

12 DRIVERS
1 TRANSFER

CITY OF HOBOKEN
CLAIMS LISTING
MAY 2, 2012

DEPARTMENT	ACCT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM BUSINESS ADMINISTRATION	CAPITAL	12-00302	GOVCONNECTION, INC.	BARRACUDA NETWORKS RE INTERNET	\$ 3,661.00		
		12-01076	GOVCONNECTION, INC.	SENIOR CTR WIRING PROJECT	\$ 209.13		
	OPERATING	12-00640	GOVCONNECTION, INC.	OFFICE SUPPLIES-TONER	\$ 105.69		
		12-01011	PREMIER TECHNOLOGY SOLUTIONS	PROFESSIONAL SERVICES 1/12	\$ 280.00		
		12-01072	GOVCONNECTION, INC.	OFFICE SUPPLIES-TONER	\$ 227.94		
		12-01102	GOVCONNECTION, INC.	REPLACEMENT PC-TAX ASSESSOR	\$ 497.00		
		CY-01051	STAR LEDGER	ADS-ABC BOARD	\$ 83.52		
		CY-01200	TARIFF BILLING SPECIALISTS	Phone Charge Review	\$ 2,316.63		
		ADM FINANCE SUPERVISORS OFF	OPERATING	12-00928	AUTOMATIC DATA PROCESSING	Payroll Processing Charges	\$ 5,191.25
				12-01358	STATE OF NEW JERSEY	4th QTR 2011 PENSION INTEREST	\$ 4,892.26
		12-01419	RUTH THOMPSON	HANDICAP PARKING REFUND	\$ 125.00		
		CY-04624	RUTGERS STATE UNIVERSITY OF NJ	COURSE ID FM2106/2107	\$ 1,134.00		
	TRUST	12-01355	HOBOKEN PBA LOCAL 2 #12	QUARTER ENDED 03/31/12	\$ 9,112.00		
ADM INFO. TECH	OPERATING	12-01349	EDMUNDS & ASSOCIATES INC.	SOFTWARE MAINTENACE	\$ 13,033.00		
	PARKING UTILITY	12-01349	EDMUNDS & ASSOCIATES INC.	SOFTWARE MAINTENACE	\$ 1,871.00		
ADM LEGAL ADVERTISING	OPERATING	12-01266	JERSEY JOURNAL	LEGAL ADS 1, 2/12	\$ 5,489.42		
	PARKING UTILITY	12-01266	JERSEY JOURNAL	LEGAL ADS 1, 2/12	\$ 825.33		
ADM MAYOR'S OFFICE	OPERATING	12-00286	NJCM	NJCM 2012 MEMBERSHIP DUES	\$ 925.00		
		12-00878	METROPOLITAN COFFEE SERVICE	OFFICE SUPPLIES	\$ 119.90		
		12-01160	POGGI PRESS	STATIONERY- MAYOR'S LETTERHEAD	\$ 350.00		
ADM MUNICIPAL COURT	OPERATING	12-00208	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 164.66		
		12-00585	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 279.50		
		12-01340	STAPLES PRINT SOLUTIONS	CARBONLESS ATS MAILERS	\$ 2,784.56		
		12-01342	SUPREME SECURITY SYSTEMS INC	BURGLAR ALARM - MAR-JUN 2012	\$ 321.06		
ADM PARKING UTILITY	PARKING UTILITY	12-00117	RICOH AMERICAS	LEASE PAYMENT/COPIER	\$ 678.72		
		12-00413	MOTION SYSTEMS CORPORATION	EQUIPMENT - 916 GARDEN ST.	\$ 847.65		
		12-00967	SOFTMART	SCANNERS - HPU	\$ 1,811.29		
		12-01278	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - 3/1 TO 3/15	\$ 4,585.85		
		12-01283	Z'S IRON WORKS	EMERGENCY CALL-916 GARDEN ST.	\$ 325.00		
		12-01433	JAMES TRICARICO	TUITION REIMBURSEMENT	\$ 705.00		
		12-01434	KAREN CAPRA	GARAGE REFUND	\$ 15.00		
		12-01435	MARK STEHLI	BOOT REFUND	\$ 150.00		
		12-01436	DENIS AUMACK	BOOT REFUND	\$ 150.00		
		12-01437	ARTHUR ZEBOFISKY	BOOT REFUND	\$ 150.00		
		12-01440	CITY PAINT AND HARDWARE	GENERAL SUPPLIES - MARCH 2012	\$ 1,653.35		
		12-01443	Z'S IRON WORKS	916 GARDEN ST. WORK/REPAIRS	\$ 2,190.00		
		12-01445	MATERA'S NURSERY	GENERATOR REPAIRS - HPU	\$ 132.75		
		12-01447	HIGH TECH PROTECTIVE SVS.INC.	GARAGE MONITORING/MAY-JUL '12	\$ 639.02		

CITY OF HOBOKEN
CLAIMS LISTING
MAY 2, 2012

DEPARTMENT	ACCT/FUND	P.O.	VENDOR	DESCRIPTION	\$	
ADM PARKING UTILITY	PARKING UTILITY	12-01448	UNITRONICS INC.	SUPPORT/MAINT.-916 GARDEN 4/12	\$ 11,500.00	
		12-01449	FABRICIO PICOLO	GARAGE REFUND	\$ 35.00	
		12-01456	AT&T MOBILITY	MULTI-METERS - MARCH 2012	\$ 96.76	
		12-01457	PAETEC COMMUNICATIONS INC.	LD/TOLL CHARGES - MARCH 2012	\$ 280.40	
		12-01460	PITNEY BOWES	POSTAGE METER RENTAL - 4/12	\$ 203.00	
		12-01461	PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE - MARCH 2012	\$ 270.00	
		12-01464	HOBOKEN WATER SERVICE	WATER SERVICE/GARAGES B & G	\$ 187.32	
		12-01516	CENTRAL PARKING SYSTEM	MONTHLY CONTRACT-GARAGES	\$ 84,918.00	
		CY-05002	RICOH AMERICAS	CONTRACT PAYMENT - FEB.-APR.	\$ 678.72	
		ADM PURCHASING	CAPITAL	12-00596	LOUIS BARBATO LANDSCAPING	City Wide Playground Improve.
OPERATING	12-01192		P.S.E. & G. COMPANY	STREETLIGHT - FEBRUARY 2012	\$ 62,829.93	
	12-01363		BOSWELL ENGINEERING	GEN. ENG'G SERVICES - 2011	\$ 25,096.00	
ADM TAX ASSESSOR	OPERATING	12-00277	VINCENT J. LAPAGLIA	PROFESSIONAL SERVICES 11, 12/11	\$ 5,831.82	
ADM TAX COLLECTOR	OPERATING	12-01166	T.C.T.A. OF NJ	T.C.T.A SPRING CONFERENCE	\$ 285.00	
		12-01333	H & L SYSTEMS INC.	YEARLY SOFTWARE MAINTENANCE	\$ 3,000.00	
		12-01502	MYUNG KIM	REFUND OF TAX OVERPAYMENTS	\$ 1,427.22	
		12-01503	ROBERT CHIMENTI	REFUND TAX OVERPAYMENTS	\$ 110.89	
		12-01504	ANNA DE PINTO	REFUND TAX OVERPAYMENTS	\$ 4,671.83	
		TRUST	12-01429	US BANK CUST FOR CCTS CAPITAL	REDEMPTIONS	\$ 11,543.87
			12-01430	PAM INVESTORS	REDEMPTION	\$ 22,844.89
			12-01431	PAM INVESTORS	REDEMPTION	\$ 991.17
			12-01488	ROBERT DEL VECCHIO PENSION	REDEMPTION	\$ 59,141.39
				12-01505	CLEMENTE ENTERPRISES, LLC	REDEMPTION
ADM/CITY CLERK	OPERATING	CY-04381	DOMENICO ALLEGRETTA	REFUND OF HANDICAP PARKING FEE	\$ 125.00	
ADM/CONSTRUCTION CODE	OPERATING	12-00369	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 152.35	
		12-01334	JERSEY PROFESSIONAL MANAGEMENT	BILLING MANAGEMENT SPECIALIST	\$ 3,612.50	
		12-01335	JERSEY PROFESSIONAL MANAGEMENT	BILLING MANAGEMENT SPECIALIST	\$ 1,912.50	
		12-01066	WEST GROUP	SERVICES 2/12	\$ 337.63	
		12-01233	PARKER McCAY, P.A.	PROFESSIONAL SERVS THR 2/29/12	\$ 195.00	
ADM/CORPORATION COUNSEL	OPERATING	12-01234	MATEO J. PEREZ	SERVICES THRU FEB 29, 2012	\$ 840.00	
		12-01235	LITE DEPALMA GREENBERG, LLC	RENT CONTROL LIT. THRU 2/29/12	\$ 8,143.66	
		12-01236	VINCENT J. LAPAGLIA	SERVICES THRU 1/31/12	\$ 8,904.01	
		12-01237	MARAZITI, FALCON & HEALEY	PROFESSIONAL SERV THRU 2/29/12	\$ 2,048.38	
		12-01238	NJICLE	CLASS FOR ALYSIA SMICKLEY	\$ 360.00	
		12-01243	ESTHER MILSTED	PUBLIC DEF. SERV FOR MARCH	\$ 2,250.00	
		12-01244	PAUL CONDON, ESQ.	MUNICIPAL PUB. DEF.JAN-MARCH	\$ 1,750.00	
		12-01245	GUARANTEED SUBPOENA SERVICES	RUSH DELIVERY-LANDICO REALTY	\$ 25.00	
		12-01362	OKIN HOLLANDER & DELUCA LLP	PROF SERV. 1/12-2/12	\$ 41,335.58	

CITY OF HOBOKEN
CLAIMS LISTING
MAY 2, 2012

DEPARTMENT	ACCT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM/CORPORATION COUNSEL	OPERATING	12-01384	VINCENT J. LAPAGLIA	SERVICES FOR MARCH 2012	\$ 7,732.39
		12-01422	THE PMA INSURANCE GROUP	SERVICES FOR MARCH 2012	\$ 12,500.34
		CY-05058	RON VENTURI, ESQ.	BILLING FOR SEPTEMBER 2011	\$ 2,385.00
ADM/COUNCIL	OPERATING	CY-03812	METROPOLITAN COFFEE SERVICE	OFFICE SUPPLIES	\$ 192.55
CAPITAL ACCOUNT	CAPITAL	10-02755	BIRDSALL SERVICES GROUP	CITYCOUNCILRESOLUTION 11/16/09	\$ 1,299.13
		12-00351	BOSWELL ENGINEERING	POLICE DEPT HVAC REHAB HO453	\$ 2,864.25
		12-01227	BOSWELL ENGINEERING	ENG'G SVC-PIER C PAGODA-H0445	\$ 1,111.50
CD DIRECTOR'S OFFICE	FEDERAL	11-00872	REMINGTON & VERNICK ENGINEERS	ENGINEERING SERVICES - 9/11	\$ 2,457.25
	OPERATING	10-02569	CLARKE CATON HINTZ	PLNG BD SPCL RES 3/3/10	\$ 15,422.25
		12-00695	MARAZITI, FALCON & HEALEY	COUNSEL ON REDEVELOPMENT	\$ 2,850.00
CD MLUL PB ESCROW ACCTS	ESCROW	12-01125	BIRDSALL SERVICES GROUP	PROFESSIONAL SERVICES/9/11/11	\$ 1,145.00
		12-01175	MASER CONSULTING	PROFESSIONAL SERVICES/ESCROW	\$ 2,070.00
		12-01177	PARKER McCAY, P.A.	PROFESSIONAL SERVICES/ESCROW	\$ 3,172.00
CD MLUL PLANNING BOARD	OPERATING	12-01173	EFB ASSOCIATES, LLC	PRO. SERVICES - PLANNING BD	\$ 4,422.50
		12-01253	ROSENBERG & ASSOCIATES	PROFESSIONAL SERVICES-3/12	\$ 1,439.00
CD MLUL ZBA ESCROW ACCTS	ESCROW	12-01085	H2M GROUP	PROFESSIONAL SERVICES/ESCROW	\$ 3,770.00
		12-01134	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES/2/29/12	\$ 4,165.47
		12-01191	H2M GROUP	PROFESSIONAL SERVICES/ESCROW	\$ 8,321.42
CD MLUL ZONING BD OF ADJ	OPERATING	12-01171	THE GALVIN LAW FIRM	PRO. SVC - ZONIG BD - 2/29/12	\$ 3,344.48
		CY-04551	STAR LEDGER	PROFESSIONAL SERVICES	\$ 131.08
		12-00505	BUY WISE AUTO PARTS	GARAGE SUPPLIES	\$ 119.40
ES CENTRAL GARAGE	OPERATING	12-00508	BUY WISE AUTO PARTS	PARTS FOR P.D. VEH. #112 CG	\$ 1,258.12
		12-00832	KEYSTONE PLASTICS, INC.	BROOM FOR PELICAN SWEEPER	\$ 400.00
		12-01081	STATE CHEMICAL MFG.	CLEANING SUPPLIES C.G.	\$ 1,104.06
		12-00642	CLEAN ALL TECH. CORP.	GARBAGE BAGS	\$ 5,447.08
ES CLEAN COMMUNITIES GRANT	FEDERAL	12-01369	CLEAN ALL TECH. CORP.	GARBAGE BAGS	\$ 361.45
		12-00443	W.B. MASON CO., INC.	OFFICE EQUIPMENT & SUPPLIES	\$ 377.75
ES DIRECTOR'S OFFICE	OPERATING	12-00521	METROPOLITAN COFFEE SERVICE	COFFE BREWER RENTAL D.O.	\$ 30.00
		12-00871	QUALITY PLUMBING & HEATING	REPAIR LEAK BOILER CITY HALL	\$ 1,200.00
		12-00896	QUALITY PLUMBING & HEATING	CLEARED SEWER BLOCK P.D.	\$ 750.00
ES PUBLIC PROPERTY	OPERATING	12-01196	TIME SYSTEM INTERNATIONAL INC	TIME CLOCK VIOLATIONS DEPT CH	\$ 280.00
		CY-04341	PALISADE LUMBER CO.	SHEETROCK CITY HALL	\$ 18.78
		12-01424	TREASURER, STATE OF NEW JERSEY	DOG LICENSE REPORT (1ST QTR)	\$ 1,488.00
HS BD OF HEALTH	OPERATING	12-00953	MOORE WALLACE NORTH AMERICA	OFFICE SUPPLIES- VITAL RECORDS	\$ 250.00
	TRUST	12-01381	TREASURER, STATE OF NEW JERSEY	1ST QTR BURIAL PERMIT REPORT.	\$ 5.00
HS CULTURAL AFFAIRS	TRUST	12-00612	ANDY'S MODERN MARKET	BLACK YOUTH EMPOWERMENT LUNCH	\$ 695.00
		12-01168	ANTHONY O'CONNOR	SOUND ASSISTANCE-3/9/12	\$ 120.00
		12-01211	ANTHONY O'CONNOR	SOUND ASSISTANCE-3/14/12	\$ 210.00

CITY OF HOBOKEN
CLAIMS LISTING
MAY 2, 2012

DEPARTMENT	ACCT/FUND	P.O.	VENDOR	DESCRIPTION	\$
HS CULTURAL AFFAIRS	TRUST	12-01214	FCA LIGHTING	BULBS FOR STAGE LIGHTING TREES	\$ 56.00
		12-01517	FRED FATZER	PERFORMANCE - SPRING FEST.	\$ 1,000.00
		12-01518	THE FRONT BOTTOMS, LLC	PERFORMANCE - SPRING FESTIVAL	\$ 1,200.00
HS MUNICIPAL ALLIANCE	FEDERAL	CY-03313	10TH & WILLOW BAR & GRILL	FOOD/POLICE GRADUATION DINNER	\$ 395.90
HS PARKS	CAPITAL	12-01409	BOSWELL ENGINEERING	GEN. ENG. SERVICES - H0460	\$ 1,931.50
		12-00943	ABBOTT CONTRACTING CO.	DIGGING FOR ELECTRICIAN	\$ 1,686.10
	OPERATING	12-01110	CIRILLO ELECTRIC, INC.	ELECTRICAL WORK - SINATRA PK.	\$ 1,600.00
		12-01474	ABBOTT CONTRACTING CO.	DIGGING FOR ELECTRICIAN PIER A	\$ 4,590.56
		12-01156	STATE CHEMICAL MFG.	SUPPLIES FOR PARKS	\$ 1,059.65
	OPERATING	CY-02563	CLEAN ALL TECH. CORP.	BLACK GARBAGE BAGS	\$ 1,840.00
		CY-04415	CLEAN ALL TECH. CORP.	GARBAGE BAGS	\$ 2,142.50
HS RECREATION	OPERATING	12-01246	STAN'S SPORT CENTER	SOFTBALL EQUIPMENT	\$ 3,259.00
	TRUST REC FEES	12-01203	TERENCE WALSH	ADULT BASKETBALL REIMBURSEMENT	\$ 75.00
HS RENT LEVELING/STABILIZATION	OPERATING	12-00420	RANI MANAGEMENT LLC	REIMBURSEMENT	\$ 10.00
PS FIRE	HAZMAT	12-01065	ARGUS-HAZ CO	EQUIPMENT-NIMH BATTERY	\$ 183.65
		OPERATING	12-00281	SHORE SOFTWARE	WEB HOSTING
	12-00527		CITY PAINT AND HARDWARE	SUPPLIES	\$ 66.69
	12-00876		ESI EQUIPMENT	PREV. MAIN. UASI	\$ 67.00
			CY-02949	JOHN A. EARL CO.	BATHROOM TISSUE
PS FIRE SAFETY	FIRE ED	12-00251	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 676.64
		12-01043	NFPA	Enrollment - Fire Marshall	\$ 430.00
		12-01198	COUNTY OF BERGEN	Training Course - Inspector	\$ 575.00
PS POLICE	OPERATING	12-00676	RIVERFRONT CAR WASH	MONTHLY CAR WASH SERVICE	\$ 732.00
		CY-03817	PENN STATE JUSTICE AND SAFETY	IN-SERVICE TRAINING COURSE	\$ 1,950.00
		CY-04378	S.MANZO UNIFORM	SPECIAL POLICE BADGES & HATPCS	\$ 2,460.00
SUPERVISOR FINANCE	OPERATING	12-01379	RICHARD REPETTI	REIMBURSEMENT	\$ 12.36
UNCLASSIFIED INSURANCE	OPERATING	12-00647	SUZANNE M. LUICCI	MEDICARE PART B REIMBURSEMENT	\$ 1,158.00
		12-00916	LUCILLE A HAACK	REIMBURSEMENT MEDICARE PART B	\$ 1,158.00
		12-01045	ESTATE OF MICHAEL J. METCALFE	REIMBURSEMENT MEDICARE PART B	\$ 193.00
		12-01304	JOHN F. CARRIER	REIMBURSEMENT MEDICARE PART B	\$ 1,336.80
		12-01305	DONALD SHEEHAN	REIMBURSEMENT MEDICARE PART B	\$ 1,158.00
		12-01306	JOAN B. GOLIZIO	REIMBURSEMENT MEDICARE PART B	\$ 1,938.00
		12-01309	VINCENT LOMBARDI	REIMBURSEMENT MEDICARE PART B	\$ 1,158.00
		12-01310	BARBARA B. LOMBARDI	REIMBURSEMENT MEDICARE PART B	\$ 1,158.00
		12-01321	CHARLES KOSBAB	REIMBURSEMENT MEDICARE PART B	\$ 976.60
		12-01327	FRANCES A PRESTON	REIMBURSEMENT MEDICARE PART B	\$ 1,326.00
		12-01514	BLUE CROSS BLUE SHIELD NJ (D)	DENTAL INSURANCE APRIL 2012	\$ 47,651.03
		UNCLASSIFIED TELEPHONE	OPERATING	12-00017	NEXTEL COMMUNICATIONS

CITY OF HOBOKEN
 CLAIMS LISTING
 MAY 2, 2012

DEPARTMENT	ACCT/FUND	P.O.	VENDOR	DESCRIPTION	\$
UNCLASSIFIED TELEPHONE	OPERATING	12-00018	CABLEVISION LIGHTPATH, INC.	CY2012 INTERNET SVS #45278	\$ 1,154.05
		12-00019	CABLEVISION LIGHTPATH, INC.	CY2012 REVERSE 911 SYS SVS	\$ 2,796.86
		12-00021	VERIZON WIRELESS	CY2012 CELL SERV-MAYOR	\$ 247.67
		12-00902	ENTERPRISE CONSULTANTS	TELEPHONE MAINTENANCE 3/12	\$ 1,000.00
Grand Total					\$ 790,995.02

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:

29-Mar-12	TO	11-Apr-12	Paydate	4/18/2012	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	2-01-20-105	6,365.95	0.00	0.00	6,365.95
MAYOR'S OFFICE	2-01-20-110	9,882.70	0.00	0.00	9,882.70
CITY COUNCIL	2-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	2-01-20-112	7,080.12	0.00	8,076.88	15,157.00
ABC BOARD	2-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	2-01-20-114	5,056.27	0.00	0.00	5,056.27
GRANTS MANAGEMENT	2-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	2-01-20-120	14,998.69	1,329.31	0.00	16,328.00
ELECTIONS	2-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	2-01-20-130	24,431.87	0.00	0.00	24,431.87
ACCOUNTS/CONTROL	2-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	2-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	2-01-20-145	9,157.41	0.00	0.00	9,157.41
ASSESSOR'S OFFICE	2-01-20-150	10,350.49	0.00	0.00	10,350.49
CORPORATE COUNSEL	2-01-20-155	7,545.39	0.00	0.00	7,545.39
COMMUNITY DEVELOPMENT	2-01-20-160	6,480.77	0.00	0.00	6,480.77
TREASURER	2-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	2-01-21-180	5,865.00	245.19	0.00	6,110.19
INFORMATION TECHNOLOGY	2-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	2-01-21-186	4,779.12	0.00	0.00	4,779.12
HOUSING INSPECTION	2-01-21-187	5,609.85	370.17	0.00	5,980.02
CONSTRUCTION CODE	2-01-22-195	22,521.25	0.00	200.00	22,721.25
POLICE DIVISION	2-01-25-241	544,972.43	31,658.45	2,740.80	579,371.68
CROSSING GUARDS	2-01-25-241	9,023.55	0.00	0.00	9,023.55
EMERGENCY MANAGEMENT	2-01-25-252	8,705.83	0.00	96.15	8,801.98

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	2-01-25-266	466,459.66	24,406.39	3,775.84	494,641.89
STREETS AND ROADS	2-01-26-291-011	23,531.35	1,864.44	0.00	25,395.79
STREETS AND ROADS	2-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	2-01-26-290	6,849.54	0.00	29.10	6,878.64
RECREATION SEASONAL EMP	2-0128370016	4,158.75	0.00	0.00	4,158.75
CENTRAL GARAGE	2-01-26-301	1,376.42	232.77	0.00	1,609.19
SANITATION	2-01-26-305	19,859.02	2,471.37	90.00	22,420.39
LICENSING DIVISION	2-31-55-501-101	3,813.09	25.22	0.00	3,838.31
HUMAN SRVCS DIR OFFICE	2-01-27-330	6,723.48	0.00	0.00	6,723.48
BOARD OF HEALTH	2-01-27-332	20,033.70	0.00	0.00	20,033.70
CONSTITUENT SRCS	2-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	2-01-27-336	12,020.37	0.00	0.00	12,020.37
RENT STABILIZATION	2-01-27-347	9,597.57	0.00	0.00	9,597.57
TRANSPORTATION	2-01-27-348	0.00	0.00	0.00	0.00
RECREATION	2-01-28-370	11,318.90	150.72	397.70	11,867.32
PARKS	2-01-28-375	18,595.66	1,256.18	0.00	19,851.84
PUBLIC PROPERTY	2-01-28-377	29,096.09	1,391.99	0.00	30,488.08
PUBLIC LIBRARY	2-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	2-01-43-495	0.00	0.00	0.00	0.00
MUNICIPAL COURT	2-01-43-490	37,571.14	0.00	0.00	37,571.14
PARKING UTILITY	2-31-55-501-101	99,355.51	11,790.08	1,672.70	112,818.29
MUN COURT OVERTIME	T-0340000-037	0.00	1,684.44	0.00	1,684.44
GRANT#	AL-11-10-04-161-NJDHTS	0.00	0.00	0.00	0.00
TRUST - CULTURAL AFFAIRS	T0340000004	903.00	0.00	0.00	903.00
GRANT#	G-02-44-701-393	0.00	0.00	0.00	0.00
GRANT#	G-02-41-200-PAL	0.00	0.00	0.00	0.00
TRUST - REC FEES ADULT PROG	T-03-40-000-108	533.75	0.00	1,162.50	1,696.25
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
CULTURAL AF AFFAIRS	2-01-271-760-11	2,961.54	0.00	0.00	2,961.54

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<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
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OTHER:

SALARY ADJUSTMENT	2-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	2-01-36-479-000	796.80	0.00	0.00	796.80
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	36,623.50	36,623.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
Parks Acct	2-01-28-375-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	2-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,486,827.48	78,876.72	55,018.92	1,620,723.12
					1,620,723.12

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**THIS RESOLUTION APPOINTS DAVID MELLO TO THE HOBOKEN
HOUSING AUTHORITY FOR A (5) FIVE YEAR TERM TO EXPIRE ON
MAY 3, 2017**

WHEREAS, pursuant to the Code of the City of Hoboken 38-1, the City of Hoboken has established a Housing Authority; and

WHEREAS, the code of the City of Hoboken 38-2 provides for seven (7) members to serve on the Housing Authority; and

WHEREAS, New Jersey Law gives authority to the City Council to appoint (5) five members serving on the Housing Authority; and

WHEREAS, the expiration date for the term of office for the position held by Commissioner Michael Russo is May 3, 2012, which will create a vacancy;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby appoints David Mello, **700 1st Street, #14V, Hoboken, New Jersey**, to serve as a member of the Hoboken Housing Authority for a term of five (5) years to expire on May 3, 2017.

Meeting of: 2 May 2012

APPROVED AS TO FORM:

Mark A. Tabakin, Corporation Counsel

INTRODUCED BY: _____

SECONDED BY: _____

**CITY COUNCIL OF THE CITY OF HOBOKEN
RESOLUTION NO.: ____**

**RESOLUTION CONSENTING TO THE MAYORAL APPOINTMENT OF
QUENTIN WIEST AS BUSINESS ADMINISTRATOR AND DIRECTOR
OF THE DEPARTMENT OF ADMINISTRATION FOR THE CITY OF
HOBOKEN FOR THE REMAINDER OF THE MAYOR'S CURRENT
TERM**

WHEREAS, Section 4-5 of the Code of the City of Hoboken establishes the position of Business Administrator within the Department of Administration; and,

WHEREAS, the position of Business Administrator is currently vacant, and the Mayor has appointed Quentin Wiest to fill said vacancy; and,

WHEREAS, appointment to the position of Business Administrator is for the term of the appointing Mayor and until the appointment of his successor or elimination of the position; and,

WHEREAS, the Council hereby seeks to consent to the Mayor's appointment of Quentin Wiest to the position of Business Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents to and authorizes the appointment of Quentin Wiest as Business Administrator, effective immediately, pursuant to and in accordance with the requirements of N.J.S.A. 40:69A-44 and Hoboken Administrative Code § 4-5, including but not limited to, the term and salary requirements therein; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Mayor expeditiously.

REVIEWED:

APPROVED AS TO FORM:

Business Administrator

Mark A. Tabakin, Esq.
Corporation Counsel

Dated: May 2, 2012

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION SUPPORTING THE ANNUAL “MEMORIAL DAY PARADE”

WHEREAS, the Hoboken Memorial Day Parade is the oldest in the State of New Jersey; and

WHEREAS, this year marks the 114th continuance year of marching to honor those men and woman who made the ultimate sacrifice for their Country; and

WHEREAS, the Hoboken Joint Memorial Committee who organize the Memorial Day Parade have indicated on the attached correspondence its requirements to successfully conduct the parade as follows:

1. The Parade Committee proposes the date May 23, 2012 at 6:30 p.m.
2. The Parade Committee proposes no parking on both sides of Washington Street from Observer Highway to First Street.
3. The Parade Committee would also propose no parking on both sides of Washington Street from Tenth Street to Eleventh Street.
4. The parade route will proceed north on Washington Street to Eleventh Street.
5. A reviewing stand will be located at 1005 Washington Street (“Elks Club”)

RESOLVED, that the Council for the City of Hoboken agrees to allow the Hoboken Joint Memorial Committee permission to conduct its annual “Memorial Day Parade along Washington Street.

Meeting: May 2, 2012

Approved:

Approved to form:

Business Administrator

**Mark A. Tabakin
Corporation Counsel**

Sponsored By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

**RESOLUTION AUTHORIZING THE SUBMISSION OF 2013 COOPERATIVE
MARKETING GRANT APPLICATIONS FOR THE SPRING & FALL ARTS &
MUSIC FESTIVALS & SUMMER CALENDAR**

WHEREAS, the City of Hoboken has, in past years, been the recipient of Cooperative Marketing Funds to assist in marketing expenses for the City's Spring and Fall Arts & Music Festivals and Summer Calendar; and

WHEREAS, the City of Hoboken wishes to submit an application for 2013 Cooperative Marketing funding;

NOW, THEREFORE, the governing body resolves that Mayor is hereby authorized to:

- (a) make application for such grant
- (b) provide additional application information and furnish such documents as may be required
- (c) act as the authorized correspondent of the above named applicant, **and be it further** –

RESOLVED BY THE Council of the City of Hoboken:

- 1. That, should funding be awarded, the Mayor is hereby authorized to execute a funding agreement;
- 2. That this resolution shall take effect immediately.

Meeting Date: May 2, 2012

Department of Human Services

Approved as to form:

Leo Pellegrini, Director

Mark A. Tabakin, Corporate Counsel



STATE OF NEW JERSEY
DEPARTMENT OF STATE
TRENTON, NJ 08625
(609) 984-1900

CHRIS CHRISTIE
Governor

LT. GOVERNOR KIM GUADAGNO
Secretary of State

01/06/2012

The Honorable Dawn Zimmer
Hoboken City
94 Washington Street
Hoboken, New Jersey 07030-4556

Dear The Honorable Dawn Zimmer

It is my pleasure to inform you that based on the scores of an independent evaluation and funding review committee your FY12 Cooperative Marketing Grant has been approved for a total of \$18,750.00 .

Please review the grant regulations located on the SAGE website carefully and be sure to comply with each. Not doing so may result in being ineligible for future grant awards. You must complete your contract on SAGE. The Grant Agreement page and the Payment Voucher must be printed out and returned with an original signature, by regular mail. Please include your Certificate of Insurance naming the New Jersey Department of State, Division of Travel and Tourism as an additionally insured. You will need to submit a new budget with your contract.

Please remember, you must use the New Jersey Tourism logo and mandatory statement on your website and on all collateral material developed with funds from the grant award and required match. Any and all items that include our logo and mandatory statement must also be submitted to our office for approval prior to printing and or production. In addition, if you make any changes to your original marketing plan or budget you must contact the Division to receive approval of changes, prior to making them. Your final report will be due 45 days after your grant period ends.

Congratulations on your award. I look forward to our collaboration and share your enthusiasm that this project will promote New Jersey as a premier travel destination. If you should have any questions regarding grant compliance, please contact Colleen Karr at 609-984-9413.

Thank you,

A handwritten signature in cursive script that reads "Grace M. Hanlon".

Grace Hanlon
Executive Director
Division of Travel and Tourism

Sponsored by _____

Sponsored by _____

RESOLUTION NO. _____

**ACTIONS TAKEN AND RESOLUTIONS ADOPTED BY CONSENT OF THE
COUNCIL OF THE CITY OF HOBOKEN**

The undersigned, being all of the members of the City Council of the **CITY OF HOBOKEN** ("The City"), hereby reaffirms and adopts the following resolution by unanimous consent and direct that this Consent Resolution be entered in the minute books of the City.

WHEREAS, the City adopted the § 125 Cafeteria Plan (hereinafter, the "Plan") under § 105, 125 and 129 of the Internal revenue Code in order to enable its employees to choose between qualified benefits under the Plan on a tax-excludable basis and/or taxable cash compensation as well as receive reimbursement for certain unreimbursed medical expenses and/or certain dependent care expenses; and

WHEREAS, the City desires to reaffirm, amend and restate the Plan to reflect recent changes made under the Plan,

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the adoption, amendment and restatement of the Pan (consisting of the Plan Document and the Adoption Agreement attached hereto) effective as of February 1, 2012;

BE IT FURTHER RESOLVED, that the appropriate officers of the City are authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

MEETING DATE:

Reviewed:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin, Corporation Counsel

CAFETERIA PLAN
PREMIUM REDUCTION OPTION *PLUS*
FLEXIBLE SPENDING ACCOUNTS

PLAN DOCUMENT

AS ADOPTED BY
CITY OF HOBOKEN

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PREAMBLE

Effective as of the date set forth in the Adoption Agreement, the Employer identified in the Adoption Agreement has established the Cafeteria Plan (the "Plan" or "Cafeteria Plan") for its Employees for purposes of providing eligible Employees with the opportunity to choose from the Benefit Package Options available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125.

The Adoption Agreement is incorporated by reference and is made a part of this plan document. In addition, there are appendices attached to these documents that describe the terms of the Health Flexible Spending Account and the Dependent Care Flexible Spending Account. To the extent adopted by the Employer (as set forth in the Adoption Agreement), each appendix is incorporated into and made a part of this plan document.

ARTICLE I DEFINITIONS

1.01 "Affiliated Employer" means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m).

1.02 "After-tax Contribution(s)" means amounts withheld from an Employee's Compensation pursuant to a Salary Reduction Agreement after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Package Options available under the Plan.

1.03 "Anniversary Date" means the first day of any Plan Year.

1.04 "Benefit Credits" means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Dependents, if applicable, under one or more of the Benefit Package Option(s) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Package Option(s) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer and may be adjusted upward or downward at any time at the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the Summary Plan Description or enrollment material, the Employer may make Benefit credits available to Participants and allow Participants to allocate the Benefit credits among the various Benefit Package Options offered under the Plan in a manner set forth in the Summary Plan Description or enrollment material. In no event will any Nonelective Contribution be disbursed to a Participant in the form of additional, taxable Compensation except as otherwise provided in the Summary Plan Description or enrollment material.

1.05 "Benefit Package Option(s)" means those Qualified Benefits available to a Participant under this Plan as set forth in the Adoption Agreement.

1.06 "Board of Directors" means the Board of Directors or other governing body of the Employer (the "Board"). The Board of Directors, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.

1.07 "Change in Status" means any of the events described in the Summary Plan Description, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the Summary Plan Description for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.

1.08 "Code" means the Internal Revenue Code of 1986, as amended.

1.09 "Compensation" means the cash wages or salary paid to an Employee by the Employer.

1.10 "Dependent" means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a); however, that in the case of health benefits, a Dependent shall be

defined as set forth in Code Section 105(b) and the regulations issued under Code Section 106. For purposes of Dependent Care FSA (if offered under the Plan) a Dependent shall also be defined as in Code Section 21(e)(5) (i.e., dependent of the parent with custody for the greatest portion of the year).

1.11 "Effective Date" of the Plan means the date specified in the Adoption Agreement that this Plan was established. If this Plan is Amended and Restated, the Amended and Restated effective date will be the date of this document as set forth below.

1.12 "Employee" means an individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include any of the following: (a) any leased employee (including, but not limited to, those individuals defined in Code § 414(n)); (b) an individual classified by the Employer as a contract worker or independent contractor; (c) an individual classified by the Employer as a temporary employee or casual employee, whether or not any such persons are on the Employer's W-2 payroll; and (d) any individual who performs services for the Employer but who is paid by a temporary or other employment agency such as "Kelly," "Manpower," etc., or any employee covered under a collective bargaining agreement, except as otherwise provided for in the collective bargaining agreement.

1.13 "Employer" means the Employer identified in the Adoption Agreement as the sponsoring employer and any Affiliated Employer who adopts the Plan pursuant to authorization provided by the Employer. Notwithstanding the previous sentence when the Plan provides that the Employer has a certain power (e.g., the appointment of a third party administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only the Employer identified as the Plan Sponsor. Affiliated Employers who adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.

1.14 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.15 "Highly Compensated Individual" means an individual defined under Code Section 125(e), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.16 "Key Employee" means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.

1.17 "Participant" means an Employee who becomes a Participant pursuant to Article II.

1.18 "Plan" means this Cafeteria Plan, as set forth herein.

1.19 "Plan Administrator" means the person(s) or Committee identified in the Summary Plan Description that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.

1.20 "Plan Year" shall be the period of coverage set forth in the Summary Plan Description.

1.21 "Pre-tax Contribution(s)" means amounts withheld from an Employee's Compensation pursuant to a Salary Reduction Agreement before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Package Options available under the Plan. This amount shall not exceed the premiums or contributions

attributable to the most costly Benefit Package Option afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).

1.22 "Qualified Benefit" means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any group-term life insurance coverage that is includable in gross income by virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, long-term care insurance is not a "Qualified Benefit."

1.23 "Salary Reduction Agreement" means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Package Options with Pre-tax or After-tax Contributions and/or Benefit Credits (if offered under the Plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the Salary Reduction Agreement may be maintained on an electronic database in accordance with all applicable federal and/or state laws.

1.24 "Spouse" means an individual who is legally married to a Participant (and who is treated as a spouse under the Code).

1.25 "Summary Plan Description" or "SPD" means the Flexible Benefits Plan SPD and all appendices incorporated into and made a part of the SPD that is adopted by the Employer and attached to this Plan Document as Attachment I, as amended from time to time. The SPD and appendices are incorporated hereto by reference.

1.26 "Student" means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.

ARTICLE II ELIGIBILITY AND PARTICIPATION

2.01 Eligibility to Participate. Each Employee who satisfies the eligibility requirements set forth in the Adoption Agreement shall be eligible to participate in this Plan as of the Plan Entry Date set forth in the Adoption Agreement. Eligibility to participate in this Plan means only that the Eligible Employee is entitled to contribute his share of the cost of applicable Benefit Package Options for which he is eligible with Pre-tax Contributions. The provisions of this Article are not intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Package Options and the terms of eligibility and participation for the Benefit Package Option(s) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Package Options.

2.02 Termination of Participation. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03 Qualifying Leave Under the Family and Medical Leave Act. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Package Options that provide health coverage on the same

terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave and payment option(s) provided by the Employer (as described above), will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

2.04 Non-FMLA Leave. If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Package Options chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD and implemented by the Employer on a uniform and consistent basis in accordance with the Employer's internal policy and procedure. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Package Options chosen by the Participant, the election change rules in Section 3.04 will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE III PREMIUM ELECTIONS

3.01 Election of Contributions. A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (to the extent set forth in the enrollment material) to fund any Benefit Package Option available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer may, but is not required to, allocate Benefit credits to one or more Benefit Package Options offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Benefit credits among the various Benefit Package Options in a manner set forth in the SPD or enrollment material.

3.02 Initial Election Period.

- (a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Plan as of the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial Salary Reduction Agreement shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.
- (b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period.** An Employee who becomes eligible to become a Participant in this Plan after the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Package Options will be effective in accordance with the governing provisions of such Benefit Package Options.
- (c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a Salary Reduction Agreement in accordance with paragraph (a) or (b) above during an initial

election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.

3.03 Annual Election Period. Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date on which the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.04 Change of Elections. A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Benefit credits except under the circumstances set forth in the SPD and for changes made during the Annual Election Period, changes caused by termination of employment or cessation of eligibility, and changes pursuant to the Family and Medical Leave Act. Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later.

3.05 Impact of Termination of Employment on Election or Cessation of Eligibility. Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year except as set forth in the SPD.

ARTICLE IV PREMIUM PAYMENTS AND CREDITS AND DEBITS TO ACCOUNTS

4.01 Source of Benefit Funding. The cost of coverage under the component Benefit Package Options shall be funded by Participant's Pre-tax and/or After-tax Contributions and/or any Benefit credits provided by the Employer. The required contributions for each of the Benefit Package Options offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the Salary Reduction Agreement and permitted by the Employer) shall equal the contributions required from the Participant less any available Benefit credits allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Package Options elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions, plus any Benefit credits made available by the Employer, shall not exceed the aggregate cost of the Benefit Package Options elected.

4.02 Reduction of Certain Elections to Prevent Discrimination. If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with

such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.

ARTICLE V BENEFITS

5.01 Qualified Benefits. The maximum benefit a Participant may elect under this Plan shall not exceed the sum of the aggregate maximum premium and/or contribution for all Benefit Package Option(s) set forth in the Adoption Agreement.

5.02 Cash Benefit. To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Benefit credits may not be received in the form of cash compensation, except as otherwise provided for in the SPD or the enrollment material.

ARTICLE VI PLAN ADMINISTRATION

6.01 Allocation of Authority. The Board of Directors or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:

- (a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- (b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;
- (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;
- (d) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;
- (e) To keep records of all acts and determinations, and to keep all such records, books of account, data and other documents as may be necessary for the proper administration of the Plan;

- (f) To do all things necessary to operate and administer the Plan in accordance with its provisions.

6.02 Provision for Third-Party Plan Service Providers. The Plan Administrator, subject to approval of the Employer, may employ the services of such persons, as it may deem necessary or desirable, in connection with the operation of the Plan, and may rely upon all tables, valuations, certificates, reports and opinions furnished thereby. Such entity will be identified in the SPD as a third party administrator. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

6.03 Fiduciary Liability. To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator. Unless otherwise determined by the Employer and permitted by law, any Plan Administrator who is also an employee of the Employer shall serve without compensation for services rendered in such capacity, but the Employer shall pay all reasonable expenses incurred in the performance of their duties.

6.05 Bonding. Unless otherwise determined by the Employer, or unless required by any federal or state law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses. The Employer currently pays all reasonable expenses incurred in administering the Plan.

6.07 Funding Policy. The Employer shall have the right to enter into a contract with one or more insurance companies for the purposes of providing any Benefit Package Options offered under the Plan and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and shall be retained by, the Employer. The Employer will not be liable for any loss or obligation relating to any insurance coverage except as is expressly provided by this plan. Such limitation shall include, but not be limited to, losses or obligations that pertain to the following:

- (a) Once insurance is applied for or obtained, the Employer will not be liable for any loss which may result from the failure to pay premiums to the extent premium notices are not received by the Employer;
- (b) To the extent premium notices are received by the Employer, the Employer's liability for the payment of such premiums will be limited to such premiums and will not include liability for any other losses which result from such failure;
- (c) The Employer will not be liable for the payment of any insurance premium or any loss that may result from the failure to pay an insurance premium if the benefits available under this plan are not enough to provide for such premium cost at the time it is due. In such circumstances, the Employee will be responsible for, and see to, the payment of such premiums. The Employer will undertake to notify a Participant if available benefits under this plan are not enough to provide for an insurance premium, but will not be liable for any failure to make such notification;

- (d) When employment ends, the Employer will have no liability to take any step to maintain any policy in force except as may be specifically required otherwise in this plan, and the Employer will not be liable for or responsible to see to the payment of any premium after employment ends.

ARTICLE VII CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of: a Change in Status; change in cost or coverage; or eligibility and participation matters under this Cafeteria Plan document), and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts.

ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN

8.01 Permanency. While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.

8.02 Employer's Right to Amend. The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (e.g., by approval by the Board of Directors through a meeting or unanimous consent of all Board members). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Package Option shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.

8.03 Employer's Right to Terminate. The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.

8.04 Determination of Effective Date of Amendment or Termination. Any such amendment, discontinuance or termination shall be effective as of such date as the Employer shall determine.

ARTICLE IX GENERAL PROVISIONS

9.01 Not an Employment Contract. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.

9.02 Applicable Laws. The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the State of the Employer's primary domicile to the extent not preempted.

9.03 Requirement for Proper Forms. All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.

9.04 Multiple Functions. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.05 Tax Effects. Neither the Employer, nor the Plan Administrator makes any warranty or other representation as to whether any Pre-tax Contributions made to, or on behalf of, any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary are includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.

9.06 Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.

9.07 Headings. The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.08 Incorporation by Reference. The actual terms and conditions of the separate component Benefit Package Options offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. In addition, the SPD for this Plan contains many of the actual terms and conditions of this Plan. To that end, the SPD, as amended from time to time, is incorporated herein.

9.09 Severability. Should a court of competent jurisdiction subsequently invalidate any part of this Plan, the remainder thereof shall be given effect to the maximum extent possible.

9.10 Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.

IN WITNESS WHEREOF, the Employer has executed this Cafeteria Plan as of the date set forth below.

Employer Representative

Date

**HEALTH FLEXIBLE SPENDING ACCOUNT
APPENDIX A TO THE CAFETERIA PLAN**

Health Flexible Spending Account Appendix

If identified as a Benefit Package Option in the Adoption Agreement, the Employer identified in the Adoption Agreement has established this Health Flexible Spending Account (the Health FSA) to help provide full and complete medical care for those Employees who participate in the Employer's Cafeteria Plan ("Plan") and who, pursuant to the election procedures set forth in the Plan, choose to contribute to a Health FSA established pursuant to this document. This Health FSA is intended to provide reimbursement of certain Eligible Medical Expenses incurred by the Participant and his eligible Dependents. The Employer intends that the Health FSA qualify as a Code Section 105 self-insured medical reimbursement plan, and that the benefits provided under the Health FSA be eligible for exclusion from the Participant's income for federal income tax purposes under Section 105(b) of the Code. This Health FSA is a component of, and incorporated by reference into, the Cafeteria Plan and Articles VI, VIII and IX of the Cafeteria Plan document apply also to this Health FSA.

This Health Flexible Spending Account Appendix only applies to the extent Health Flexible Spending Account has been identified as a Benefit Package Option in the Adoption Agreement.

ARTICLE IA DEFINITIONS

Unless otherwise specified, terms that are capitalized in this Appendix A have the same meaning as the defined terms in the Cafeteria Plan. The definitions of terms defined in this Appendix A, but not defined in the Cafeteria Plan, shall be applicable only with respect to this Appendix A. To the extent a term is defined both in the Cafeteria Plan and in this Appendix A, the term as defined in the Cafeteria Plan shall govern the interpretation of the Cafeteria Plan and the term as defined in this Appendix A shall govern the interpretation of this Health FSA.

1.01A "Dependent" means any individual who is a tax dependent of the Participant as defined in Code Section 105(b).

1.02A "Eligible Medical Expenses" means those expenses that are eligible for reimbursement under this Health FSA as set forth in the SPD.

1.03A "Health Care Reimbursement" shall have the meaning assigned to it by Section 4.01A of this Health FSA.

1.04A "Highly Compensated Individual" means an individual defined under Code Section 105(h), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.05A "Reimbursement Account" shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Health Care Reimbursement (as defined in Section 1.03A herein). No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).

ARTICLE IIA ELIGIBILITY AND PARTICIPATION

2.01A Eligibility to Participate. Each Employee who satisfies the eligibility requirements set forth in the Adoption Agreement shall be eligible to participate in this Health FSA as of the Plan Entry Date set forth in the Adoption Agreement.

2.02A Termination of Participation. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03A Qualifying Leave Under the Family and Medical Leave Act. Notwithstanding any provision to the contrary in this Health FSA, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's coverage under this Health FSA on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

2.04A Non-FMLA Leave. If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Health FSA, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD and implemented by the Employer on a uniform and consistent basis in accordance with the Employer's internal policy and procedure. If a Participant goes on an unpaid leave that affects eligibility under this Health FSA, the election change rules in Section 3.03A of this Health FSA will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE IIIA ELECTION TO PARTICIPATE

3.01A Initial Election Period.

- (a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Health FSA as of the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Health FSA in order to become a Participant on the Effective Date. The elections made by the Participant on this initial Salary Reduction Agreement shall be effective, subject to Section 3.02A, for the Plan Year beginning on the Effective Date.
- (b) **New Employees and Employees Who Have Not Yet Satisfied The Health FSA's Waiting Period.** An Employee who becomes eligible to become a Participant in this Health FSA after the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Health FSA as set forth in the SPD (but in no event prior to the election).
- (c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a Salary Reduction Agreement in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.02A or 3.03A.

3.02A Annual Election Period. Each Employee who is a Participant in this Health FSA or who is eligible to become a Participant in this Health FSA shall be notified, prior to each Anniversary Date of this Health FSA, of his right to become a Participant in this Health FSA, to continue participation in this Health FSA, or to modify or to cease participation in this Health FSA, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date on which the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.03A Change of Elections. A Participant shall not make any changes to his or her election except for election changes permitted under the SPD, and for changes made during the Annual Election Period, changes caused by termination of employment or cessation of eligibility and changes pursuant to

the Family and Medical Leave Act. Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later.

3.04A Impact of Termination of Employment or Cessation of Eligibility on Election. Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Except as provided below, if revocation occurs under this Section 3.04A, no new election with respect to the Health FSA may be made during the remainder of the Plan Year except as set forth in the SPD.

3.05A Reduction of Certain Elections to Prevent Discrimination. If the Plan Administrator determines, before or during any Plan Year, that the Health FSA may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation.

ARTICLE IVA REIMBURSEMENTS

4.01A Health Care Reimbursement. Each Participant's Health FSA will be credited for Health Care Reimbursement with amounts withheld from the Participant's Compensation and any Benefit credits allocated thereto by the Employer or where applicable, the Participant. The Account will be debited for Health Care Reimbursements disbursed to the Participant in accordance with Article V of this document. The entire amount elected by the Participant on the Salary Reduction Agreement as an annual amount for the Plan Year for Health Care Reimbursement less any Health Care Reimbursements already disbursed to the Participant for Expenses incurred during the Plan Year shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health Care Account (provided that the periodic contributions have been made). Thus, the maximum amount of Health Care Reimbursement at any particular time during the Plan Year will not relate to the amount that a Participant has had credited to his Health FSA. In no event will the amount of Health Care Reimbursements in any Plan Year exceed the annual amount specified for the Plan Year in the Salary Reduction Agreement for Health Care Reimbursement. Any amount credited to the Health Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied by the end of the Run-out period set forth in the SPD to provide Health Care Reimbursement for expenses incurred during the Plan Year. Notwithstanding the foregoing, the Employer has the discretion to establish a grace period following the end of the Plan Year during which amounts unused as of the end of the Plan Year may be used to reimburse Eligible Medical Expenses incurred during the grace period. In no event can the grace period exceed two (2) months and fifteen (15) days following the end of the Plan Year. If adopted, all amounts allocated to the Health FSA during a Plan Year that are not used to reimburse Eligible Medical Expenses incurred during the Plan Year and/or the Grace Period shall be forfeited. Amounts so forfeited shall be used in a manner that is permitted within the applicable Department of Labor ("DOL") or Internal Revenue Service ("IRS") regulations. The maximum annual reimbursement under the Health FSA shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD.

4.02A Receiving Health Care Reimbursement. Payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant or his Dependents while he is a Participant during the Plan Year (or during the grace period to the extent adopted by the

Employer) for which the Participant's election is effective provided that the substantiation requirements of Section 4.03A herein are satisfied. However, if the Employer so chooses, the participant may choose to make payment for eligible medical expense with an electronic payment card arrangement. The terms of the electronic payment card arrangement, if applicable, will be set forth in the SPD.

4.03A Substantiation of Expenses. Each Participant must submit an expense for reimbursement in accordance with the terms of the SPD and provide the required substantiation set forth in the SPD or as otherwise requested by the Plan Administrator (or its designee).

4.04A Repayment of Excess Reimbursements. If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Health FSA that exceed the amount of Eligible Medical Expenses that have been substantiated by such Participant during the Plan Year as required by Section 4.03A herein or reimbursements have been made in error (e.g. reimbursements were made for expenses incurred for the care of an individual who was not a qualifying individual), the Plan Administrator shall recoup the excess reimbursements in one or more of the following ways: (i) The Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification. (ii) The Plan Administrator may offset the excess reimbursement against any other Eligible Medical Expenses submitted for reimbursement (regardless of the Plan Year in which submitted) (iii) withhold such amounts from the Participant's pay (to the extent permitted under applicable law). If the Plan Administrator is unable to recoup the excess reimbursement through the means set forth in (i) – (iii), the Plan Administrator will notify the Employer that the funds could not be recouped and the Employer will treat the excess reimbursement as it would any other bad business debt.

4.05A Reimbursement Following Cessation of Participation. Participants in the Health FSA may submit claims for reimbursement for Eligible Medical Expenses incurred during the Plan Year and before the date of participation in the Health FSA ceases so long as the claim is submitted prior to the end of the run out period set forth in the SPD. Unless a COBRA election is made as set forth in the SPD, Participants shall not be entitled to receive reimbursement for Eligible Medical Expenses incurred after employment and/or eligibility ceases under this Section. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Section 4.01A.

4.06A Coordination of Benefits Under the Health FSA. The Health FSA is intended to pay benefits solely for otherwise unreimbursed medical expenses. Accordingly, it shall not be considered a group health plan for coordination of benefits purposes, and its benefits shall not be taken into account when determining benefits payable under any other plan.

4.07A Disbursement Reports. The Plan Administrator shall issue directions to the Employer concerning all benefits that are to be paid from the Employer's general assets pursuant to the provisions of the Health FSA.

4.08A Timing of Reimbursements. Reimbursements shall be made as soon as administratively feasible after the Plan Administrator or its designee has received the required forms.

4.09A Statements. The Plan Administrator, or its designated third party administrator, may periodically furnish each Participant with a statement, showing the amounts paid or expenses incurred by the Employer in providing Health Care Reimbursement under the Health FSA.

4.10A Post-Mortem Payments. Any benefit payable under the Health FSA after the death of a Participant shall be paid to his surviving Spouse, or if no spouse, to his estate. If there is doubt as to the

right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.

4.11A Non-Alienation of Benefits. Except as expressly provided by the Administrator, no benefit under the Health FSA shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Health FSA shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person.

4.12A Mental or Physical Incompetency. Every person receiving or claiming benefits under the Health FSA shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator, or other person legally vested with the care of his estate has been appointed.

4.13A Inability to Locate Payee. If the Plan Administrator is unable to make payment to any Participant, or other person to whom a payment is due under the Health FSA, because he cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to locate such person, such payment and all subsequent payments otherwise due to such Participant, or other person, shall be forfeited after a reasonable time after the date any such payment first became due.

4.14A Tax Effects of Reimbursements. Neither the Employer, nor the Plan Administrator makes any warranty or other representation as to whether any reimbursements made under the Health FSA will be treated as excludable from gross income for local, state, or federal income tax purposes. If, for any reason, it is determined that any amount paid for the benefit of a Participant or Beneficiary are includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Health FSA is designed, and is intended to be operated, as a self-insured medical reimbursement plan under Section 105 of the Code.

4.15A Forfeiture of Unclaimed Reimbursement Account Benefits. Any Health FSA Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Eligible Medical Expense was incurred (or such earlier period established by the Employer) shall be forfeited.

ARTICLE VA FUNDING AGENT

The Health FSA shall be funded with amounts withheld from Compensation pursuant to Salary Reduction Agreements, and/or Benefit credits provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and to the extent applicable, shall comply with all applicable regulations promulgated by the DOL, taking into consideration any enforcement procedures adopted by the DOL.

ARTICLE VIA

CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Health FSA, and those claims review procedures are set forth in the SPD.

ARTICLE VIIIA CONTINUATION COVERAGE UNDER COBRA

The SPD includes COBRA continuation of coverage provisions that shall be applicable to the Health FSA to the extent the plan sponsor is subject to COBRA (as it amended ERISA, the Code, and the Public Health Service Act).

ARTICLE VIIIA HIPAA PRIVACY AND SECURITY

8.01A Scope and Purpose. The Health FSA (the “Plan”) will use protected health information (“PHI”) to the extent of, and in accordance with, the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Specifically, the Plan will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations as set forth below.

8.02A Effective Date. This Article VIII is effective on April 14, 2003 (or such later effective date of the Privacy Rules with respect to the client).

8.03A Use and Disclosure of PHI.

- (a) **General.** The Plan will use PHI to the extent of, and in accordance with, the uses and disclosures permitted by HIPAA, including, but not limited to, health care treatment, payment for health care, health care operations, and as required by law. The Privacy Notice will list the specific uses and disclosure of PHI that will be made by the Plan.
- (b) **Disclosure to the Employer.** The Plan will disclose PHI to the Employer, or where applicable, an Affiliate only upon receipt of written certification from the Employer that:
 - (i) The Plan document has been amended to incorporate the provisions in this Article VIII; and
 - (ii) The Employer agrees to implement the provisions in Section 8.04A herein.

8.04A Conditions Imposed on Employer. Notwithstanding any provision of the Plan to the contrary, the Employer agrees:

- (a) Not to use or disclose PHI other than as permitted or required by this Article VIII or as required by law;
- (b) To ensure that any agents, including a subcontractor to whom the Employer provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Employer with respect to PHI received or created on behalf of the Plan;

- (c) Not use or disclose an individual's PHI for employment-related purposes (including hiring, firing, promotion, assignment or scheduling) unless authorized by the Individual;
- (d) Not to use or disclose an Individual's PHI in connection with any other non-health benefit program or employee benefit plan of the Employer unless authorized by the Individual;
- (e) To report to the Plan any use or disclosure of PHI that is inconsistent with this Article VIII, if it becomes aware of an inconsistent use or disclosure;
- (f) To provide Individuals with access to PHI in accordance with 45 C.F.R. § 164.524;
- (g) To make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526;
- (h) To make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
- (i) To make internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining the Plan's compliance with HIPAA;
- (j) If feasible, to return or destroy all PHI received from the Plan that the Employer maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made. If return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible; and
- (k) To ensure adequate separation between the Plan and Employer as required by 45 C.F.R. § 164.504(f)(2)(iii) and described in this Article VIII.
- (l) To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (other than enrollment/disenrollment information) and it will ensure that any agents or subcontractors to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect the information.

8.05A Designated Employees Who May Receive PHI. In accordance with the Privacy Rules, only certain Employees who perform Plan administrative functions may be given access to PHI. Those Employees who have access to PHI from the Plan are listed in the Privacy Notice, either by name or individual position.

8.06A Restrictions on Employees with Access to PHI. The Employees who have access to PHI listed in the Privacy Notice may only use and disclose PHI for Plan Administration functions that the Employer performs for the Plan, as set forth in the Privacy Notice, including but not limited to: quality assurance, claims processing, auditing, and monitoring.

8.07A Policies and Procedures. The Employer will implement Policies and Procedures setting forth operating rules to implement the provisions hereof.

8.08A Organized Health Care Arrangement. The Plan Administrator intends the Plan to form part of an Organized Health Care Arrangement along with any other Benefit under a covered health plan (under 45 C.F.R. § 160.103) provided by the Employer.

8.09A Privacy and Security Official. The Plan shall designate a Privacy and a Security Official, who will be responsible for the Plan's compliance with HIPAA's Privacy and Security Rules. The Privacy Official and the Security Official may be the same individual. The Privacy and Security Officials are responsible for ensuring the Plan's compliance with HIPAA's Privacy and Security Rules. The Privacy and Security Official may contract with, or otherwise utilize, the services of attorneys, accountants, brokers, consultants, or other third party experts as the Privacy and Security Official deems necessary or advisable.

8.10A Noncompliance. The Employer shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions for personnel who do not comply with the provisions of this Article VIII.

8.11A Definitions. As used in this Article VIII, each of the following capitalized terms shall have the respective meaning given below:

"Individual" means the person who is the subject of the health information created, received or maintained by the Plan or Employer.

"Organized Health Care Arrangement" means the relationship of separate legal entities as defined in 45 C.F.R. §160.103.

"Privacy Notice" means the notice of the Plan's privacy practices distributed to Plan participants in accordance with 45 C.F.R. § 164.520, as amended from time to time.

"Privacy Rules" means the privacy provisions of HIPAA and the regulations in 45 C.F.R. Parts 160 and 164.

"Protected Health Information or PHI" means individually identifiable health information as defined in 45 C.F.R. § 160.103.

8.12A Interpretation and Limited Applicability. This Article VIII serves the sole purpose of complying with the requirements of HIPAA and shall be interpreted and construed in a manner to effectuate this purpose. Neither this Article VIII nor the duties, powers, responsibilities, and obligations listed herein shall be taken into account in determining the amount or nature of the Benefits provided to any person covered under this Plan, nor shall they inure to the benefit of any third parties. To the extent that any of the provisions of this Article VIII are no longer required by HIPAA, they shall be deemed deleted and shall have no further force or effect.

8.13A Services Performed for the Employer. Notwithstanding any other provision of this Plan to the contrary, all services performed by a business associate for the Plan in accordance with the applicable service agreement shall be deemed to be performed on behalf of the Plan and subject to the administrative simplification provisions of HIPAA contained in 45 C.F.R. parts 160 through 164, except services that relate to eligibility and enrollment in the Plan. If a business associate of the Plan performs any services that relate to eligibility and enrollment to the Plan, these services shall be deemed to be performed on behalf of the Employer in its capacity as Plan Sponsor and not on behalf of the Plan.

IN WITNESS WHEREOF, the Employer has executed this Health FSA as of the date set forth below.

Employer Representative

Date

**DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT
APPENDIX B TO THE CAFETERIA PLAN**

PREAMBLE

If identified as a Benefit Package Option in the Adoption Agreement, the Employer identified in the Adoption Agreement has established this Dependent Care Flexible Spending Account (the Dependent Care FSA) to help provide dependent care assistance for those Employees who participate in the Employer's Cafeteria Plan ("Plan") and who, pursuant to the election procedures set forth in the Plan, choose to make contributions to a Dependent Care Reimbursement Account established pursuant to this Dependent Care FSA. This Dependent Care FSA is intended to provide reimbursement of certain Eligible Employment Related Expenses incurred by the Participant for care of a Qualifying Individual. The Employer intends that the Dependent Care FSA qualify as a Code Section 129 dependent care assistance plan, and that the benefits provided under the Dependent Care FSA be eligible for exclusion from the Participant's income for federal income tax purposes under Section 129 of the Code. This Dependent Care FSA is a component of, and incorporated by reference into, the Cafeteria Plan ("Cafeteria Plan") and Articles VI, VIII and IX of the Cafeteria Plan document applying also to this Dependent Care FSA.

This Dependent Care Flexible Spending Account Appendix only applies to the extent Dependent Care Spending Account has been identified as a Benefit Package Option in the Adoption Agreement.

ARTICLE IB DEFINITIONS

Unless otherwise specified, terms that are capitalized in this Appendix B to the Cafeteria Plan have the same meaning as the defined terms in the Cafeteria Plan. The definitions of terms defined in this Appendix B, but not defined in the Cafeteria Plan, shall be applicable only with respect to this Appendix B. To the extent a term is defined both in the Cafeteria Plan and in this Appendix B, the term as defined in the Cafeteria Plan shall govern the interpretation of the Cafeteria Plan and the term as defined in this Appendix B shall govern the interpretation of this Dependent Care FSA.

1.01B "Dependent" means any individual who is a tax dependent of the Participant as defined in Code Section 152 except that a child with respect to whom Code Section 21(e)(5) applies who is in the custody of the parent for the longest period during the year shall be considered a dependent of such custodial parent for purposes of this Dependent Care FSA. .

1.02B "Dependent Care Reimbursement" shall have the meaning assigned to it by Section 4.01B of this Dependent Care FSA.

1.03B "Earned Income" means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code Section 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.

1.04B "Eligible Employment Related Expenses" means those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) if paid for by the Employee to provide Qualifying Services other than amounts paid to:

- (a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(c) to the Participant or his Spouse;
- (b) the Participant's Spouse; or
- (c) a child (as defined in Code Section 152(f)(1)) of the Participant who is under 19 years of age at the end of the taxable year in which the expenses were incurred.

1.05B "Highly Compensated Individual" means an individual defined under Code Section 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.06B "Reimbursement Account(s)" shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Dependent Care Reimbursement (as defined in Section 1.02B herein). No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).

1.07B "Qualifying Individual" means:

- (a) a Qualifying Child as defined in Code Section 152(a)(1) who is under the age of thirteen (13) and except that a child of divorced parents will be considered a Qualifying Individual of the parent with whom the child resides with for the longest portion of the year without regard to who is entitled to the exemption;
- (b) a Dependent of a Participant who is mentally or physically incapable of caring for himself or herself, and who has the same principal place of abode as the employee for more than half the year; or
- (c) the Spouse of a Participant who is mentally or physically incapable of caring for himself or herself and who has the same principal place of abode as the employee for more than half the year.

1.08B "Qualifying Services" means services relating to the care of a Qualifying Individual that enable the Participant or his Spouse to remain gainfully employed which are performed:

- (a) in the Participant's home; or
- (b) outside the Participant's home for (1) the care of a Qualifying Child (as defined in Code Section 152(c)(1)) of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than 6 individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.

ARTICLE IIB ELIGIBILITY AND PARTICIPATION

2.01B Eligibility to Participate. Each Employee who satisfies the eligibility requirements set forth in the Adoption Agreement shall be eligible to participate in this Dependent Care FSA as of the Plan Entry Date set forth in the SPD.

2.02B Termination of Participation. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03B Qualifying Leave Under the Family and Medical Leave Act. Notwithstanding any provision to the contrary in this Dependent Care FSA, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's coverage under this Dependent Care FSA in accordance with the SPD. The requirements for continuing coverage, procedures for FMLA leave and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

ARTICLE IIIB ELECTION TO PARTICIPATE

3.01B Initial Election Period.

- (a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Dependent Care FSA as of the Effective Date must complete, sign, and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Dependent Care FSA in order to become a Participant on the Effective Date. The elections made by the Participant on this initial Salary Reduction Agreement shall be effective, subject to Section 3.02B, for the Plan Year beginning on the Effective Date.
- (b) **New Employees and Employees Who Have Not Yet Satisfied the Dependent Care FSA's Waiting Period.** An Employee who becomes eligible to become a Participant in this Dependent Care FSA after the Effective Date must complete, sign, and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Dependent Care FSA as set forth in the SPD (but in no event prior to the election).
- (c) **Failure to Elect.** An eligible Employee who fails to complete, sign, and file a Salary Reduction Agreement in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.02B or 3.03B.

3.02B. Annual Election Period. Each Employee who is a Participant in this Dependent Care FSA, or who is eligible to become a Participant in this Dependent Care FSA shall be notified, prior to each Anniversary Date of this Dependent Care FSA, of his right to become a Participant in this Dependent Care FSA, to continue participation in this Dependent Care FSA, or to modify or to cease participation in this Dependent Care FSA, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date on which the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.03B Change of Elections. A Participant shall not make any changes to his or her election except for election changes permitted under the SPD, changes made during the Annual Election Period, changes caused by termination of employment or cessation of eligibility, and changes pursuant to the Family and Medical Leave Act. All election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later.

3.04B Impact of Termination of Employment on Election or Cessation of Eligibility. Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Except as provided below, if revocation occurs under this Section 3.04B, no new election with respect to the Dependent Care FSA may be made during the remainder of the Plan Year except as set forth in the SPD.

3.05B Reduction of Certain Elections to Prevent Discrimination. If the Plan Administrator determines, before or during any Plan Year, that the Dependent Care FSA may fail to satisfy, for such Plan Year, any requirement imposed by the Code or any limitation on Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation.

ARTICLE IVB REIMBURSEMENTS

4.01B Dependent Care Reimbursement. To the extent offered under the Plan, each Participant's Dependent Care FSA will be credited for Dependent Care Reimbursement with amounts withheld from the Participant's Compensation, and any Non-elective Contributions allocated thereto by the Employer or where applicable, the Participant. The Dependent Care Account will be debited for Dependent Care Reimbursements disbursed to the Participant in accordance with Article V of this document. In the event that the amount in the Account is less than the amount of reimbursable claims at any time during the Plan Year, the excess part of the claim will be carried over into following months within the same Plan Year, to be paid out as the Dependent Care Account balance becomes adequate. In no event will the amount of Dependent Care Reimbursements exceed the amount credited to the Dependent Care Account for any Plan Year. Any amount allocated to the Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied by the end of the Run-out Period set forth in the SPD to provide Dependent Care Reimbursement for Eligible Day Care Expenses incurred during the Plan Year. The Employer has the discretion to establish a grace period following the end of the Plan Year during which amounts unused as of the end of the Plan Year may be used to reimburse Eligible Day Care Expenses incurred during the grace period. In no event can the grace period exceed two (2) months and fifteen (15) days following the end of the Plan Year. All amounts allocated to the Dependent Care FSA that are not used to reimburse Eligible Day Care Expenses incurred during the Plan year and/or the Grace Period shall be forfeited. Amounts so forfeited shall be used in a manner that is not prohibited by applicable federal or state law. The maximum annual reimbursement amount shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD.

4.02B Receiving Dependent Care Reimbursement. Payment shall be made to the Participant in cash as reimbursement for Eligible Employment Related Expenses incurred by him while a Participant, during the Plan Year (or the grace period, if adopted by the Employer) for which the Participant's election is effective, provided that the substantiation requirements of Section 4.03B herein are satisfied.

4.03B Substantiation of Expenses. Each Participant must submit an expense for reimbursement in accordance with the terms of the SPD.

4.04B Repayment of Excess Reimbursements. If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Dependent Care FSA that exceed the amount of Eligible Employment Related Expenses that have been substantiated by such Participant during the Plan Year as required by Section 4.03B herein, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.

4.05B Reimbursement Following Cessation of Participation. Participants in the Dependent Care FSA may submit claims for reimbursement for Eligible Employment Related Expenses incurred during the Plan Year and before the date of participation in the Dependent Care FSA ceases so long as the claim is submitted prior to the end of the run out period set forth in the SPD. To the extent set forth in the

SPD, Participants may submit claims for reimbursement of Eligible Employment-Related Expenses incurred during the Plan Year and after they cease participation so long as such claims are submitted prior to the end of the run out period. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Section 4.01B.

4.06B Disbursement Reports. The Plan Administrator shall issue directions to the Employer concerning all benefits that are to be paid from the Employer's general assets pursuant to the provisions of the Dependent Care FSA.

4.07B Timing of Reimbursements. Reimbursements shall be made as soon as administratively feasible after the required forms have been received by the Plan Administrator or its designee.

4.08B Statements. The Plan Administrator, or its designated third party administrator, may periodically furnish each Participant with a statement, showing the amounts paid or expenses incurred by the Employer in providing Dependent Care Reimbursement under the Dependent Care FSA.

4.09B Post-Mortem Payments. Any benefit payable under the Dependent Care FSA after the death of a Participant shall be paid to his surviving Spouse, otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.

4.10B Non-Alienation of Benefits. Except as expressly provided by the Administrator, no benefit under the Dependent Care FSA shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Dependent Care FSA shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person.

4.11B Mental or Physical Incompetency. Every person receiving or claiming benefits under the Dependent Care FSA shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator, or other person legally vested with the care of his estate has been appointed.

4.12B Inability to Locate Payee. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Dependent Care FSA because he cannot ascertain the whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited after a reasonable time after the date any such payment first became due.

4.13B Tax Effects of Reimbursements. Neither the Employer, nor the Plan Administrator makes any warranty or other representation as to whether any reimbursements made under the Dependent Care FSA will be treated as excludable from gross income for local, state, or federal income tax purposes. If, for any reason, it is determined that any amount paid for the benefit of a Participant or Beneficiary are includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Dependent Care FSA is designed and is intended to be operated as a dependent care assistance plan under Section 129 of the Code.

4.14B Forfeiture of Unclaimed Reimbursement Account Benefits. Any Dependent Care FSA Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Eligible Employment Related Expense was incurred (or such other period adopted by the Employer) shall be forfeited.

**ARTICLE VB
FUNDING AGENT**

The Dependent Care FSA shall be funded with amounts withheld from Compensation pursuant to Salary Reduction Agreements, and/or Nonelective Contributions provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and shall comply with all applicable regulations.

**ARTICLE VIB
CLAIMS PROCEDURES**

The Plan has established procedures for reviewing claims denied under this Dependent Care FSA and those claims review procedures are set forth in the SPD.

IN WITNESS WHEREOF, the Employer has executed this Dependent Care FSA as of the date set forth below.

Employer Representative

Date

CAFETERIA PLAN
PREMIUM REDUCTION OPTION *PLUS*
FLEXIBLE SPENDING ACCOUNTS

SUMMARY PLAN DESCRIPTION

AS ADOPTED BY
CITY OF HOBOKEN

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SUMMARY PLAN DESCRIPTION

PART 1. GENERAL INFORMATION ABOUT THE PLAN

Your employer identified in the Plan Information Summary (Part 9) (the "Employer") is pleased to sponsor an employee benefit program known as the Cafeteria Plan (the "Plan") for you and your fellow employees. It is so-called because it allows you to choose from several different benefit programs (which we refer to as "Benefit Options") according to your individual needs, and allows you to reduce your pay before taxes are deducted ("Pre-tax Contributions") to pay for the Benefit Options that you choose by entering into a salary reduction agreement with your Employer. This Plan helps you because the Benefit Options you elect are nontaxable (i.e., you save Social Security and income taxes on the amount of your salary reduction). However, you may choose to pay for any of the available benefits with after-tax payroll deductions to the extent set forth in your enrollment materials.

This SPD describes Information relating to the Plan that is specific to your Employer as described in the Plan Information Summary. For example, you can find the identity of the Plan Service Provider, the Employer, and the Plan Administrator in the Plan Information Summary as well as the Plan Number and any applicable contact information. Each summary and the attached Appendices constitute the Summary Plan Description for the Cafeteria Plan. The SPD (collectively, the Summary Plan Description or "SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. The Plan is also established pursuant to a plan document into which the SPD has been incorporated. However, if there is a conflict between the official plan document and the SPD, the plan document will govern. Certain terms in this Summary are capitalized. Capitalized terms reflect important terms that are specifically defined in this Summary or in the Plan Document into which this SPD is incorporated. You should pay special attention to these terms as they play an important role in defining your rights and responsibilities under this Plan.

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. If you have any questions regarding your rights and responsibilities under the Plan, you may also contact the Plan Administrator (who is identified in the Plan Information Summary).

PART 2. CAFETERIA PLAN SUMMARY

Q-1. What is the purpose of the Cafeteria Plan?

The purpose of the Cafeteria Plan is to allow eligible employees to pay for Benefit Options with Pre-tax Contributions. The Benefit Options to which you may contribute with Pre-tax Contributions under this Cafeteria Plan are described in the Plan Information Summary. Rules regarding Pre-tax Contributions are described in more detail below.

Q-2. Who can participate in the Cafeteria Plan?

Each Employee of the Employer (or an Affiliated Employer identified in Part 9, the Plan Information Summary) who satisfies the Plan's Eligibility Requirements and who is also eligible to participate in any of the Benefit Options will be eligible to participate in this Plan. If you meet these requirements, you may become a Participant on the Plan Entry Date. The Eligibility Requirements and the Plan Entry Date are described in the Plan Information Summary. Those employees who actually participate in the Plan are called "Participants". (See below for instructions on how to become a Participant.) You may use this Plan to pay for Benefit Options covering only yourself and your tax dependents as defined in Code Section 152 (except as otherwise defined in Code Section 105(b)). The terms of eligibility of this Plan do not override the terms of eligibility of each of the Benefit Options. In other words, if you are eligible to participate in this Plan, it does not necessarily mean you are eligible to participate in all of the Benefit Options. For details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Options, please refer to the plan summary for each Benefit Option. If you do not have a summary for a Benefit Option, you should contact the Plan Administrator for information on how to obtain a copy.

Q-3. When does my participation in the Cafeteria Plan end?

Your coverage under the Plan ends on the earliest of the following to occur:

- (i) The date that you make an election not to participate in accordance with this Cafeteria Plan Summary;
- (ii) The date that you no longer satisfy the Eligibility Requirements of this Plan or all of the Benefit Options;
- (iii) The date that you terminate employment with the Employer; or
- (iv) The date that the Plan is either terminated or amended to exclude you or the class of employees of which you are a member.

If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Plan will automatically cease, and you will not be able to make any more Pre-tax Contributions under the Plan except as otherwise provided pursuant to Employer policy or individual arrangement (e.g., a severance arrangement where the former employee is permitted to continue paying for a Benefit Option out of severance pay on a pre-tax basis). If you are re-hired within the same Plan Year and are eligible for the Plan (or you become eligible again), you may make new elections if you are re-hired or become eligible again more than 30 days after your employment terminated or you otherwise lost eligibility (subject to any limitations imposed by the Benefit Option(s)). If you are re-hired or again become eligible within 30 days, your Plan elections that were in effect when you terminated employment or stopped being eligible will be reinstated and remain in effect for the remainder of the Plan Year (unless you are allowed to change your election in accordance with the terms of the Plan).

Q-4. How do I become a participant?

If you have otherwise satisfied the Eligibility Requirements, you become a Participant by signing an individual Salary Reduction Agreement (sometimes referred to as an "Election Form") on which you agree to pay your share of the cost of the Benefit Options that you choose with Pre-tax Contributions. You will be provided a Salary Reduction Agreement on or before your Eligibility Date. You must complete the form and submit it to the Plan Administrator or the Plan Service Provider (per the instructions provided with your Salary Reduction Agreement) during one of the election periods described in **Q-6.** below. You may also enroll during the year if you previously elected not to participate and you experience an event described below that allows you to become a participant during the year. If that occurs, you must complete an election change form during the Election Change Period described in **Q-8.** below. The Plan Service Provider is identified in the Plan Information Summary.

In some cases, the Employer may *require* you to pay your share of the Benefit Option coverage that you elect with Pre-tax Contributions. If that is the case, your election to participate in the Benefit Option(s) will constitute an election under this Plan.

You may be required to complete a Salary Reduction Agreement via telephone or voice response technology, electronic communication, or any other method prescribed by the Plan Administrator. In order to utilize a telephone system or other electronic means, you may be required to sign an authorization form authorizing issuance of a personal identification number ("PIN") and allowing such PIN to serve as your electronic signature when utilizing the telephone system or electronic means. The Plan Administrator and all parties involved with Plan administration will be entitled to rely on your directions through use of the PIN as if such directions were issued in writing and signed by you.

Q-5. What are tax advantages and disadvantages of participating in the Cafeteria Plan?

You save federal income tax, FICA (Social Security) and state income taxes (where applicable) by participating in the Plan. Consider the following example to illustrate the potential tax savings under a cafeteria plan:

Example: You are married and have one child. The Employer pays for 80% of your medical insurance premiums, but only 40% for your family. You pay \$2,400 in premiums (\$400 for your share of the employee-only premium, plus \$2,000 for family coverage under the Employer's major medical insurance plan). You earn \$50,000 and your spouse (a student) earns no income. You file a joint tax return.

	If you participate in the Cafeteria Plan		If you do not participate in the Cafeteria Plan
1. Gross Income	\$50,000		\$50,000
2. Salary Reductions for Premiums	\$2,400 (pre-tax)		\$0
3. Adjusted Gross Income	\$47,600		\$50,000
4. Standard Deduction	(\$9,700)		(\$9,700)
5. Exemptions	(\$9,300)		(\$9,300)
6. Taxable Income	\$28,600		\$31,000
7. Federal Income Tax (Line 6 x applicable tax schedule)	(\$3,590)		(\$3,950)
8. FICA Tax (7.65% x Line 3 Amount)	(\$3,641)		(\$3,825)
9. After Tax Contributions	(\$0)		(\$2,400)
10. Pay after taxes and contributions	\$40,369		\$39,825
11. Take Home Pay Difference	\$544		

Plan participation will reduce the amount of your taxable compensation. However, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability, and life insurance) that are based on taxable compensation.

Q-6. What are the election periods for entering the Cafeteria Plan?

The Cafeteria Plan basically has three election periods: (i) the "Initial Election Period," (ii) the "Annual Election Period," and (iii) the "Election Change Period, which is the period following the date you have a Change in Status Event (described below). The following is a summary of the Initial Election Period and the Annual Election Period. The Election Change Period is described in Q-8 below.

6a. What is the Initial Election Period?

If you want to participate in the Plan when you are first hired, you must enroll during the "Initial Election Period" described in the enrollment materials you will receive. If you make an election during the Initial Election Period, your participation in this Plan will begin on the later of your Eligibility Date or the first pay period coinciding with or next following the date that your election is received. The effective date of coverage under the Benefit Options will be effective on the date established in the governing documents of the Benefit Options. The election that you make during the Initial Election Period is effective for the remainder of the Plan Year and

generally cannot be changed during the Plan Year unless you have a Change in Status Event described in **Q-8.** below. If you do not make an election during the Initial Election Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. Failure to make an election under this Plan generally results in no coverage under the Benefit Options; however, the Employer may provide coverage under certain Benefit Options automatically. These automatic benefits are called "Default Benefits". Any Default Benefits provided by your Employer will be identified in the enrollment material. In addition, your share of the contributions for such Default Benefits may be automatically withdrawn from your pay on a pre-tax basis. You will be notified in the enrollment material whether there will be a corresponding Pre-tax Contribution for such default benefits.

6b. What is the Annual Election Period?

The Plan also has an "Annual Election Period" during which you may enroll if you did not enroll during the Initial Election Period or change your elections for the next Plan Year. The Annual Election Period will be identified in the enrollment material distributed to you prior to the Annual Election Period. The election that you make during the Annual Election Period is effective the first day of the next Plan Year and cannot be changed during the entire Plan Year unless you have a Change in Status Event described below. If you fail to complete, sign, and file a Salary Reduction Agreement during the Annual Election Period, you may be deemed to have elected to continue participation in the Plan with the same Benefit Option elections that you had on the last day of the Plan Year in which the Annual Election period occurred (adjusted to reflect any increase/decrease in applicable premium/contributions). This is called an "Evergreen Election". Alternatively, the Plan Administrator may deem you to have elected not to participate in the Plan for the next Plan Year if you fail to make an election during the Annual Election Period. The consequences of failing to make an election under this Plan during the Annual Election Period are described in the Plan Information Summary. **Special Rule for Flexible Spending Accounts and Health Savings Accounts (if offered under the Plan): Evergreen Elections do not apply to Flexible Spending Accounts and, if offered under the Plan, Health Savings Account elections. Consequently, you must make an election each Annual Election Period in order to participate in the Flexible Spending Accounts and/or to contribute to a Health Savings Account during the next Plan Year.**

The Plan Year is generally a 12-month period (a short Plan Year may occur when the Plan is first established, when the plan year period changes, or at the termination of a Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. How is my Benefit Option coverage paid for under this Plan?

You may be *required* to pay for any Benefit Option coverage that you elect with Pre-tax Contributions. Alternatively, your Employer may allow you to pay your share of the contributions with after-tax contributions. The enrollment material you receive will indicate whether you have to pay with Pre-Tax Contributions or whether you have the option to pay with after-tax contributions.

When you elect to participate both in a Benefit Option and this Plan, an amount equal to your share of the annual cost of those Benefit Options that you choose divided by the applicable number of pay periods you have during that Plan Year is deducted from each paycheck after your election date. If you have chosen to use Pre-tax Contributions (or it is a plan requirement), the deduction is made before any applicable federal and/or state taxes are withheld.

An Employer may choose to pay for a share of the cost of the Benefit Options you choose with Employer Contributions. The amount of Employer Contributions that is applied by the Employer towards the cost of the Benefit Option(s) for each Participant and/or level of coverage is subject to the sole discretion of the Employer and it may be adjusted upward or downward at the Employer's sole discretion at any time. The Employer Contribution amount will be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon your dependent status, commencement or termination date of your employment during the Plan Year, and such other factors that the Employer deems relevant. In no event will any Employer Contribution be disbursed to you in the form of additional, taxable compensation except as otherwise provided in the enrollment material or in the Plan Information Summary.

The Employer may provide you with Employer Contributions over which you have discretion to allocate the contributions to one or more Benefit Options available under the Plan. These elective employer contributions are called "Flexible Credits" or "Benefit Credits". The Flexible or Benefit Credit amounts provided by the Employer, if any, and any restrictions on their use, will be set forth in the enrollment material.

Q-8. Under what circumstances can I change my election during the Plan Year?

Generally, you cannot change your election under this Plan during the Plan Year. There are, however, a few exceptions. First, your election will automatically terminate if you terminate employment or lose eligibility under this Plan or under all of the Benefit Options that you have chosen.

Second, you may voluntarily change your election during the Plan Year if you satisfy the following conditions (prescribed by federal law):

- (a) You experience a "Change in Status Event" that affects your eligibility under this Plan and/or a Benefit Option; or
- (b) You experience a significant cost or coverage change; and
- (c) You complete and submit a written Election Change Form to the Plan Service Provider within 30 days of the event.

The following is a summary of the applicable Change in Status Events and cost or coverage changes. Note: These rules do not apply to a Code Section 223 Health Savings Account offered under the Cafeteria Plan. See Part 7 below for more information regarding election changes related to the Health Savings Account.

1. Changes in Status. If one or more of the following Changes in Status occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of, and correspond with, the Change in Status (as described below). Those occurrences which qualify as a Change in Status include the events described below, as well as any other events which the Plan Administrator determines are permitted under subsequent IRS regulations:

- Change in your legal marital status (such as marriage, legal separation, annulment, divorce, or death of your Spouse),
- Change in the number of your tax Dependents or eligible Dependent children (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent),
- Any of the following events that change the employment status of you, your Spouse, or your Dependent that affect benefit eligibility under a cafeteria plan (including this Plan) or other employee benefit plan of yours, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit,
- Event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a certain age), or
- Change in your, your Spouse's, or your Dependent's place of residence.

If a Change in Status occurs, you must inform the Plan Administrator and complete a new election for Pre-Tax Contributions within 30 days of the occurrence.

If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of, and corresponds with, the Change in Status. The Plan Administrator (in its sole discretion) shall determine whether a requested change is on account of, and corresponds with, a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage eligibility (for the Dependent Care FSA, the event may also affect eligibility for the dependent care exclusion). A Change in Status affects coverage eligibility if it results in an increase or decrease in the number of dependents who may benefit under the plan.

In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

- *Loss of Dependent Eligibility.* For accident and health benefits (e.g., health, dental and vision coverage, accidental death and dismemberment coverage, and Health FSA benefits), a special rule governs which type of election change is consistent with the Change in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse; the death of your Spouse or your Dependent; or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent.

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Example: Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between Mike and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-dependent coverage would be consistent with this Change in Status.

- However, you may increase your election to pay for COBRA coverage under the Employer's plan for yourself (if you still have pay) or any other individual who lost coverage but is still a tax dependent or your child (e.g. a child who has lost eligibility under the Plan). [Note: You cannot pay for COBRA coverage from your Health FSA.]
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- *Gain of Coverage Eligibility under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gain eligibility for coverage under another employer's cafeteria plan (or qualified benefit plan) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status *only* if coverage for

that individual becomes effective or is increased under the other employer's plan.

- *Dependent Care FSA Benefits.* With respect to the Dependent Care FSA benefit (when offered by the Plan), you may change or terminate your election only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; *or* (2) your election change is on account of and corresponds with a Change in Status that affects the eligibility of dependent care assistance expenses for the available tax exclusion.

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Example: Employee Mike is married to Sharon, and they have a 12-year-old daughter. The employer's plan offers a dependent care expense reimbursement program as part of its cafeteria plan. Mike elects to reduce his salary by \$2,000 during a plan year to fund dependent care coverage for his daughter. In the middle of the plan year, when the daughter turns 13 years old, however, she is no longer eligible to participate in the dependent care program. This event constitutes a Change in Status. Mike's election to cancel coverage under the dependent care program would be consistent with this Change in Status.

- *Group Term Life Insurance, Disability Income, or Dismemberment Benefits.* In the case of group term life insurance or disability income and dismemberment benefits, if you experience any Change in Status (as described above), you may elect to either increase or decrease coverage.

Example: Employee Mike is married to Sharon and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects \$10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. Special Enrollment Rights. If you, your Spouse, and/or a Dependent are entitled to special enrollment rights under a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (such as legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Plan for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth,

adoption, or placement for adoption of a child, which may be retroactive up to 30 days back to the date of the birth, adoption, or placement for adoption. Please refer to the group health plan description for an explanation of special enrollment rights.

Effective April 1, 2009, if an unenrolled but otherwise eligible Employee or such Employee's dependent (1) loses coverage under a Medicaid Plan under Title XIX of the Social Security Act or under State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act due to a loss of eligibility for coverage under Medicaid or CHIP; or (2) becomes eligible for group health plan premium assistance under Medicaid or SCHIP, the Employee is entitled to special enrollment rights under a Benefit Plan Option that is a group health plan and an election change to correspond with the special enrollment right is permitted. However, you must request enrollment **within 60 days** after your Medicaid or CHIP coverage is terminated due to a loss of eligibility or you become eligible for premium assistance subsidy, as applicable. Thus, for example, if an otherwise eligible Employee has medical coverage under Medicaid or SCHIP and eligibility for such coverage is subsequently lost, the Employee may be able to elect medical coverage under a Benefit Option for the Employee and his or her eligible Dependents who lost such coverage. Furthermore, if an otherwise eligible employee and/or dependent gains eligibility for group health plan premium assistance from SCHIP or Medicaid, the employee may also be able to enroll the Employee, and the Employee's Dependent, provided that a request for enrollment is made within the 60 days from the date of the loss of other coverage or eligibility for premium assistance. Please refer to the group health plan summary description for an explanation of special enrollment rights.

3. Certain Judgments, Decrees, and Orders. If a judgment, decree, or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child) to be covered under this Plan, you may change your election to provide coverage for the Dependent child. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.

4. Entitlement to Medicare or Medicaid. If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.

5. Change in Cost. If the Plan Administrator notifies you that the cost of your coverage under the Plan significantly increases or decreases during the Plan Year, regardless of whether the cost change results from action by you (such as switching from full-time to part-time) or the Employer (such as reducing the amount of Employer contributions for a certain class of employees), you may make certain election changes. If the cost significantly increases, you may choose either (a) to make an increase in your contributions, (b) revoke your election and receive coverage under another Benefit Package Option which provides similar coverage, or (c) drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may

revoke your election and elect to receive coverage provided under the option that decreased in cost. For insignificant increases or decreases in the cost of Benefit Package Options, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost. The Plan Administrator (in its sole discretion) will determine whether the requirements of this Part are met. The Change in Cost provisions do not apply to Health FSA benefits.

Example: Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

6. Change in Coverage. If the Plan Administrator notifies you that your coverage under the Plan is significantly curtailed you may revoke your election and elect coverage under another Benefit Package Option which provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, you may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, you may revoke your election and elect to receive, on a prospective basis, coverage provided by the newly-added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, you may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) this Plan permits you to make an election for a period of coverage which is different from the period of coverage under the other employer plan. Finally, you may change your election to add coverage under this Plan for yourself, your Spouse, or your Dependent if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator (in its sole discretion) will determine whether the requirements of this Part are satisfied. The Change in Coverage provisions do not apply to Health FSA benefits.

With the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospectively effective from the date of the election or such later time as determined by the Plan Administrator. Additionally, the Plan's Administrator may modify your election(s) downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the federal income tax law.

If coverage under a Benefit Option ends, the corresponding Pre-tax Contributions for that coverage will automatically end. No election is needed to stop the contributions.

Q-9. What happens to my participation under the Cafeteria Plan if I take a leave of absence?

The following is a general summary of the rules regarding participation in the Cafeteria Plan (and the Benefit Options) during a leave of absence. The specific election changes that you can make under this Plan following a leave of absence are described in the Status Change Matrix and the rules regarding coverage under the Benefit Options during a leave of absence will be described in the Benefit Option summaries. If there is a conflict between the Status Change Matrix/Benefit Option Summaries and this Q-9, the Status Change Matrix or Benefit Option summary, whichever is applicable, controls.

- (a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), the Employer will continue to maintain your Benefit Options that provide health coverage on the same terms and conditions as though you were still active to the extent required by FMLA (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).
- (b) Your Employer may elect to continue all health coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).
- (c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution in one of the following ways:
 - (i) With after-tax dollars while you are on leave,
 - (ii) You may pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave pay by making a special election to that effect before the date such pay would normally be made available to you. However, pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year (except as otherwise permitted by law).
 - (iii) By other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave).

The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA, and the Employer's internal policies and procedures regarding leaves of absence and will be applied uniformly to all Participants. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator. The Election Change Chart will let you know whether you are able to drop your coverage or whether you are required to continue coverage during the leave.

- (d) If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan and the Benefit

Option(s) upon return from such leave on the same basis as you were participating in the plans prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Options providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.

- (e) The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and the Employer.
- (f) If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Options providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Options are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.
- (g) If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Option offered under this Plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Option, the election change rules described herein will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Q-10. How long will the Cafeteria Plan remain in effect?

Although the Employer expects to maintain the Cafeteria Plan indefinitely, it has the right to modify or terminate the Cafeteria Plan at any time and for any reason. Plan amendments and terminations will be conducted in accordance with the terms of the Plan Document.

Q-11. What happens if my request for a benefit under this Cafeteria Plan (e.g., an election change or other issue germane to Pre-tax Contributions) is denied?

You will have the right to a full and fair review process. You should refer to the Claims Review Procedures Appendix for a detailed summary of the Claims Procedures under this Plan.

PART 3. CASH BENEFITS

During any one Plan Year, the maximum salary reduction amount a Participant can elect under this Plan cannot exceed the sum of the cost of the Benefit Options offered under this Plan (as identified in Part 9 below). Any part of this maximum salary reduction amount that you do not elect will be paid to you as regular, taxable compensation. Except to the extent set forth in the

Enrollment material, any Benefit Credits not used towards the cost of Benefit Options made available under the Plan will revert back to the employer.

PART 4. HEALTH CARE PREMIUM REIMBURSEMENT BENEFITS

If listed as a Benefit Option offered under the Plan in Part 9 below, you can elect to allocate pre-tax salary reduction amounts for reimbursement of health care premiums (HCPR).

Q-1 Who can elect Health Care Premium Reimbursement (HCPR)?

If you are eligible to be a participant in the Cafeteria Plan, you can elect to make pre-tax salary reductions for certain employer approved individual insurance policies. If you do make a proper election, amounts equal to Health Care Premium Expenses that you incur or pay will be withheld from your pay and you will be reimbursed (either directly or indirectly) for such expenses with these amounts.

Q-2 What are Health Care Premium Expenses?

Health Care Premium Expenses are the premiums that you pay for an individual insurance policy(ies) that you purchase outside of any employer plan. Such expenses must meet the following conditions: (a) the individual insurance policy must be determined by the Plan Administrator to be a “Qualified Benefit” before the beginning of the Plan Year or, if you are a new hire, before the effective date of your participation in the Plan. For purposes of the HCPR, a Qualified Benefit is an individual insurance policy that provides accident and health insurance described in Code Section 106, (b) the contract must be an individually purchased contract and not an employer-sponsored insurance plan; and (c) you must be the policyholder of the insurance policy.

Q-3 How do I become a Participant?

During the applicable Enrollment Periods described in Part 2, Q-6 you must submit a Salary Reduction Agreement wherein you elect the amount you want withheld for reimbursement of Health Care Premium Expenses. In addition, you must (a) provide the Plan Administrator with a copy of the individual accident or health insurance policy that you have purchased for yourself outside of any employer plan and (b) indicate on the Salary Reduction Agreement the premium amount that you will expect to pay during the Plan Year for such policy. The Plan Administrator will notify you if the insurance policy is determined to be a “Qualified Benefit” under the Plan. See Part 9 below for your effective date of participation. The effective date of coverage may vary by Enrollment Period.

If you elect Health Care Premium Expense Reimbursement (HCPR), a record will be kept of all salary reductions made for reimbursement of Health Care Premium Expenses as well as all actual reimbursements.

Q-4 What happens if I fail to return my Salary Reduction Agreement?

If you fail to return a Salary Reduction Agreement electing Health Care Premium Reimbursement (whether you are currently participating or not) before the end of the applicable Enrollment Period, it will be assumed that you have elected to forgo Health Care Premium Reimbursement (HCPR) and receive an equal amount of your pay as taxable compensation. See Part 2. Q-6 above for further discussion regarding elections.

Q-5 How do I receive Reimbursement under a Health Care Premium Reimbursement Program?

If you elect to participate in the HCPR, you will have to take certain steps to be reimbursed for your Eligible Health Care Premium Expenses. You will be supplied with the necessary claim forms. In addition to the claim form, you must submit to the Plan Administrator a statement from the insurance carrier indicating that you have paid the Eligible Health Care Premium Expenses for which you are requesting reimbursement unless the Employer is paying the carrier directly. In that case, you must submit a statement or invoice from the carrier indicating the amount of the premium and the period of coverage. If the Employer is paying the carrier directly, the insurance carrier will be paid the premium (up to the amount of pre-tax contributions you have set aside for that period) in the next check processing cycle. Your Plan Administrator will advise you how often the checks are processed. The Employer, the Plan, the Plan Administrator, and the Plan Service Provider are not responsible for any coverage that you lose for failure to pay a premium if your salary reduction election for Health Care Premium Expenses is insufficient to cover the premium amount.

The salary reduction amount for such benefits cannot exceed the amount of premiums you are required to pay for such coverage. The amount of your reimbursement cannot exceed the amount of your salary reductions made at that time for Eligible Health Premium Expenses, reduced by prior reimbursements. If your salary reduction amount to date is equal to or less than your claim, your claim for eligible expenses will be reimbursed in full. If the amount that you have salary reduced is less than your claim amount, the excess part of the claim will be carried over into the following pay cycles during the year (or as otherwise permitted by applicable law) to be paid up to your balance. In other words, as additional salary reduction amounts are made, a reimbursement check will be processed automatically for any unpaid portions of any previously submitted claims (to the extent such claims are eligible for reimbursement). Remember, no expenses can be reimbursed that exceed the salary reductions you have made up to that date reduced by any previous reimbursements. You cannot be reimbursed for any expenses incurred before the Plan Effective Date, before your Salary Reduction Agreement becomes effective, or after the end of the Plan Year (or as otherwise permitted by applicable law), whichever is applicable. Also, no reimbursement will be provided if the reimbursement amount is less than the Minimum Check Amount (specified in Part 9, the Plan Information Summary (if any)). The Minimum Check Amount will not apply for processing the final checks during any Plan Year. At the end of the Plan Year, you will have a Run-Out period (as stated in Part 9, the Plan Information Summary) to turn in claims for premiums incurred during the Plan Year. No claims

can be submitted for reimbursement after that time. Your Employer may set a different claims submission grace period for terminated employees; if so, you will find this information in Part 9.

Q-6 Can I change the election during the year?

You can change elections during the year only if you experience one of the Change in Status events listed in Part 2, Q-8 and follow the procedures outlined within that section.

Q-7 What happens if my salary is reduced more than my actual Health Care Premium Expenses at the end of the Plan Year?

The cafeteria plan rules prohibit the return of any salary reductions that are not used for Health Care Premium Expenses incurred during the Plan Year (or as otherwise permitted under the applicable law).

The Employer will use the forfeitures to offset administration expenses. Also, any uncashed reimbursement checks will be forfeited if not cashed within 90 days of issue.

PART 5. HEALTH FSA SUMMARY

Q-1. Who can participate in the Health FSA?

Each Employee who satisfies the Eligibility Requirements is eligible to participate on the Plan Entry Date. The Eligibility Requirements and Plan Entry Date are described in Part 9, the Plan Information Summary.

Q-2. How do I become a Participant?

If you have otherwise satisfied the Eligibility requirements, you become a participant in the Health FSA by electing Health Care Reimbursement benefits during the Initial or Annual Election Periods described in Part 2, the Cafeteria Plan Summary. If you have made an election to participate and you want to participate during the next Plan Year, you must make an election during the Annual Election Period, even if you do not change your current election. Evergreen elections do not apply to Health FSA elections.

You may also become a participant if you experience a change in status event that permits you to enroll mid-year (see **Q-8.** of Part 2, Cafeteria Plan Summary, for more details regarding mid-year election changes and the effective date of those changes).

Once you become a Participant, your "Eligible Dependents" also become covered. For purposes of the Health FSA, Eligible Dependents are the following:

- (i) Your legal Spouse (as determined by state law to the extent consistent with the federal Defense of Marriage Act);
- (ii) Your child, until the end of the year in which your child turns age 26; and

- (iii) any other individuals who would qualify as a tax Dependent under Code Section 105(b).

For purposes of (ii) above, your “child” means your son, daughter, stepchild, foster child, or legally adopted child, regardless of such child’s tax dependent status, marital status, employment status, student status or residency. If the Plan Administrator receives a qualified medical child support order (QMCSO) relating to the Health FSA, the Health FSA will provide the health benefit coverage specified in the order to the person or persons (“alternate recipients”) named in the order to the extent the QMCSO does not require coverage the Health FSA does not otherwise provide. “Alternate recipients” include any child of the participant who the Plan is required to cover pursuant to a QMCSO. A “medical child support order” is a legal judgment, decree, or order relating to medical child support. A medical child support order is a QMCSO to the extent it satisfies certain conditions required by law. Before providing any coverage to an alternate recipient, the Plan Administrator must determine whether the medical child support order is a QMCSO. If the Plan Administrator receives a medical child support order relating to your Health Care Account, it will notify you in writing, and after receiving the order, it will inform you of its determination of whether or not the order is qualified. Upon request to the Plan Administrator, you may obtain, without charge, a copy of the Plan’s procedures governing qualified medical child support orders.

NOTE Employee and child(ren) only Election: Your participation in this Health FSA could disqualify your spouse from establishing and making/receiving tax favored contributions to a health savings account as defined in Code Section 223 unless you have elected the limited reimbursement option set forth below. If a spouse maintains a Code Section 223 health savings account or wishes to establish a Code Section 223 health savings account, you may make an election during the initial enrollment period and/or the annual enrollment period to exclude your spouse from coverage under the Health FSA and cover only the participant and the participant’s eligible dependents (but only to the extent identified as an option in Part 9, the Plan Information Summary).

Q-3. What is my "Health Care Account"?

If you elect to participate in the Health FSA, the Employer will establish a “Health Care Account” to keep a record of the reimbursements to which you are entitled, as well as the Pre-tax Contributions you elected to pay for such benefits during the Plan Year. No actual account is established; it is merely a bookkeeping account. Benefits under the Health FSA are paid as needed from the Employer’s general assets except as otherwise set forth in the Plan Information Summary.

Q-4. When does coverage under the Health FSA end?

Your coverage under the Health FSA ends on the earlier of the following to occur:

- (i) The date that you elect not to participate in accordance with the Cafeteria Plan Summary;

- (ii) The last day of the Plan Year unless you make an election during the Annual Election Period;
- (iii) The date that you no longer satisfy the Health FSA Eligibility Requirements;
- (iv) The date that you terminate employment; or
- (v) The date that the Plan is terminated or amended to exclude you or the class of eligible employees of which you are a member are specifically excluded from the Plan.

You may be entitled to elect Continuation Coverage (as described in **Q-17.** below) under the Health FSA once your coverage ends because you terminate employment or experience a reduction in hours of employment.

Coverage for your Eligible Dependents ends on the earliest of the following to occur:

- (i) The date your coverage ends;
- (ii) The date that your dependents cease to be eligible dependents (e.g. you and your spouse divorce);
- (iii) The date the Plan is terminated or amended to exclude the individual or the class of Dependents of which the individual is a member from coverage under the Health FSA.

You and/or your covered dependents may be entitled to continue coverage if coverage is lost for certain reasons. The continuation of coverage provisions are described in more detail below.

Q-5. Can I ever change my Health FSA election?

You can change your election under the Health FSA in the following situations:

- (i) *For any reason during the Annual Election Period.* You can change your election during the Annual Election Period for any reason. The election change will be effective the first day of the Plan Year following the end of the Annual Election Period.
- (ii) *Following a Change In Status Event.* You may change your Health FSA election during the Plan Year only if you experience an applicable Change in Status Event. See **Q-8.** of Part 2, the Cafeteria Plan Summary, for more information on election changes. **NOTE: You may not make Health FSA election changes as a result of any cost or coverage changes.**

Q-6. What happens to my Health Care Account if I take an approved leave of absence?

Refer to Q-9, Part 2 of the Cafeteria Plan Summary to determine what, if any, specific changes you can make during a leave of absence. If your Health FSA coverage ceases during an FMLA leave, you may, upon returning from FMLA leave, elect to be reinstated in the Health FSA at either (a) the same coverage level in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or (b) at the same coverage level that is reduced pro-rata for the period of FMLA leave during which you did not make any contributions. Under either scenario, expenses incurred during the period that your Health FSA coverage was not in effect are not eligible for reimbursement under this Health FSA.

Q-7. What is the maximum annual Health Care Reimbursement that I may elect under the Health FSA, and how much will it cost?

You may elect any annual reimbursement amount subject to the maximum annual Health Care Reimbursement Amount and Minimum Reimbursement Amount described in the Plan Information Summary. You will be required to pay the annual contribution equal to the coverage level you have chosen reduced by any Employer Contributions and/or Benefit Credits allocated to your Health Care Account.

Any change in your Health FSA election also will change the maximum available reimbursement for the period of coverage after the election. Such maximum available reimbursements will be determined on a prospective basis only by a method determined by the Plan Administrator that is in accordance with applicable law. The Plan Administrator (or its designated claims administrator) will notify you of the applicable method when you make your election change.

Q-8. How are Health Care Reimbursement benefits paid for under this Plan?

When you complete the Salary Reduction Agreement, you specify the amount of Health Care Reimbursement you wish to pay for with Pre-tax Contributions and/or Benefit Credits, to the extent available. Your enrollment material will indicate if Benefit Credits are available for Health FSA coverage. Thereafter, each paycheck will be reduced by an amount equal to a pro-rata share of the annual contribution, reduced by any Benefit Credits allocated to your Health Care Account.

If your claim for benefits is approved in accordance with the terms of this Plan, you may receive the reimbursement in one of several ways: (i) a check made payable to you (this check may be written off a Plan Service Provider account; however, all benefits are paid as needed from the Employer's general assets); (ii) electronic transfer to your personal checking or savings account (if offered and if specifically authorized by the participant); (iii) if an electronic payment card is used, payment may be made directly to the health care provider at the point of purchase (subject to the Plan's right of reimbursement)

Q-9. What amounts will be available for Health Care Reimbursement at any particular time during the Plan Year?

So long as coverage is effective, the full, annual amount of Health Care Reimbursement you have elected, reduced by the amount of previous Health Care Reimbursements received during the Year, will be available at any time during the Plan Year, without regard to how much you have contributed.

Q-10. How do I receive reimbursement under the Health FSA?

Under this Health FSA, you have two reimbursement options. You can complete and submit a written claim for reimbursement (see “Traditional Paper Claims” below for more information). Alternatively, if applicable you can use an electronic payment card to pay the expense. In order to be eligible for the Electronic Payment Card, you must agree to abide by the terms and conditions of the Electronic Payment Card Program (the “Program”) including any fees applicable to participate in the program, limitations as to card usage, the Plan’s right to withhold and offset for ineligible claims, etc. The following is a summary of how both options work.

Traditional Paper Claims: When you incur an Eligible Medical Expense, you file a claim with the Plan’s Plan Service Provider by completing and submitting a Request for Reimbursement Form. You may obtain a Request for Reimbursement Form from the Plan Administrator or the Plan Service Provider. You must include with your Request for Reimbursement Form a written statement from an independent third party (e.g., a receipt, EOB, etc.) associated with each expense that indicates the following:

1. Name of person receiving service
2. Name and address of service provider
3. Nature of service or supplies (drug name if a prescription or prescribed over-the-counter medication)
4. Amount of reimbursable expense under the plan
5. Date(s) of service

The Plan Service Provider will process the claim once it receives the Request for Reimbursement Form from you. Reimbursement for expenses that are determined to be Eligible Medical Expenses will be made as soon as possible after receiving the claim and processing it. If the expense is determined to not be an “Eligible Medical Expense” you will receive notification of this determination. You must submit all claims for reimbursement for Eligible Medical Expenses during the Plan Year in which they were incurred or during the Run-Out Period following the end of the Plan Year (or if applicable, the Claims Submission Grace Period following the date that you cease to be a participant). The Run-Out Period (and the Claims Submission Grace Period) is described in Part 9, the Plan Information Summary.

You may have a claim submitted by means of a provider supplied electronic claim file (“Import”). In other words, the claim is provided directly to the Plan Service Provider by the provider or health plan. In that case, you do not need to file a claim with the Plan Service Provider; it is deemed filed when the Plan Service Provider receives the claim. You will be notified in the enrollment material of this Plan or the applicable Benefit Option if claims will be provided directly to the Plan Service Provider of this Plan. If you elect this option when made

available to you, you must hereby agree not to seek reimbursement for an imported claim from any other source.

Electronic Payment Card. Alternatively, you may be able to use, if enabled as a Plan option in Part 9, the *mySourceCard*[®] MasterCard[®] Debit Card (“*mySourceCard*[®]”) to pay the expense. In order to be eligible for the *mySourceCard*[®], you must agree to abide by the terms and conditions of the *mySourceCard*[®] Program (the “Program”) as set forth in Part 8 and in the *mySourceCard*[®] Cardholder Agreement (the “Cardholder Agreement”) including any fees applicable to participate in the program, limitations as to card usage, the Plan’s right to withhold and offset for ineligible claims, etc.

Q-11. What is an "Eligible Medical Expense"?

An “Eligible Medical Expense” is an expense that has been incurred by you and/or your eligible dependents that satisfies the following conditions:

- The expense is for "medical care" as defined by Code Section 213(d);
- The expense has not been reimbursed by any other source and you will not seek reimbursement for the expense from any other source.

The Code generally defines "medical care" as any amounts incurred to diagnose, treat, or prevent a specific medical condition or for purposes of affecting any function or structure of the body. Through the end of 2010, this includes, but is not limited to, both prescription and over-the-counter drugs (and over-the-counter products and devices). Effective January 1, 2011, over-the-counter drugs and medicines can only be reimbursed if a valid prescription relating to such OTC medicines and drugs has been obtained. Over-the-counter products and devices other than drugs or medicine will still constitute an Eligible Medical Expense even if not prescribed by a physician. Not every health related expense you or your eligible dependents incur constitutes an expense for “medical care.” For example, an expense is not for “medical care”, as that term is defined by the Code, if it is merely for the beneficial health of you and/or your eligible dependents (e.g. vitamins or nutritional supplements that are not taken to treat a specific medical condition) or for cosmetic purposes, unless necessary to correct a deformity arising from illness, injury, or birth defect. You may, in the discretion of the Plan Service Provider/Plan Administrator, be required to provide additional documentation from a health care provider showing that you have a medical condition and/or the particular item is necessary to treat a medical condition. Expenses for cosmetic purposes are also not reimbursable unless they are necessary to correct an abnormality caused by illness, injury or birth defect. “Stockpiling” of over-the-counter drugs (even with a prescription) and/or items is not permitted and expenses resulting from stockpiling are not reimbursable. There must be a reasonable expectation that such drugs or items could be used during the Plan Year (as determined by the Plan Administrator).

In addition, certain expenses that might otherwise constitute “medical care” as defined by the Code are not reimbursable under any Health FSA (per IRS regulations):

- Health insurance premiums;

- Expenses incurred for qualified long-term care services; and
- Any other expenses that are specifically excluded by the Employer as set forth in the Plan Information Summary.

If you currently maintain or wish to establish a personal Health Savings Account (Limited Reimbursement Option), you may be able to make an election to limit the scope of your coverage as set forth below but only to the extent Limited Scope Coverage is identified as an option in the Plan Information Summary.

According to rules set forth in Code Section 223 (applicable to Health Savings Accounts), a Health FSA participant (and any covered dependents) will not be able to make/receive tax favored contributions to a Code Section 223 HSA unless the scope of expenses eligible for reimbursement under the Health FSA is limited to the following expenses (to the extent such expenses constitute “medical care” as defined in Code Section 213(d)):

- (i) Services or treatments for dental care (excluding premiums)
- (i) Services or treatments for vision care (excluding premiums)

Services or treatments for “preventive care”. Preventive care is defined in accordance with applicable rules and regulations. This may include any prescribed drugs to the extent such drugs are taken by an eligible individual (a) to delay or prevent the onset of symptoms of a condition for which symptoms have not yet manifested themselves (i.e., the eligible individual is asymptomatic), (b) to prevent the recurrence of a condition from which the eligible individual has recovered, or (c) as part of a preventive care treatment program (e.g., a smoking cessation or weight loss program). Preventive care does not include services or treatments that treat an existing condition.

To the extent identified as an option in the Plan Information Summary (Part 9), you may elect the limited-scope health FSA during Initial and/or Annual Enrollment Period.

Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Q-12. When must the expenses be incurred in order to receive reimbursement?

Eligible Medical Expenses must be incurred *during* the Plan Year and while you are a participant in the Plan. “Incurred” means that the service or treatment giving rise to the expense has been provided. If you pay for an expense before you are provided the service or treatment, the expense may not be reimbursed until you have been provided the service or treatment. You may not be reimbursed for any expenses arising before the Health FSA becomes effective, before your Salary Reduction Agreement or Election Form becomes effective, or for any expenses incurred after the close of the Plan Year, or, after a separation from service or loss of eligibility (except for expenses incurred during an applicable COBRA continuation period).

If the Employer has adopted a grace period, you may also be able to use amounts allocated to the Health FSA that are unused at the end of the Plan Year for expenses incurred during the grace period following the end of the Plan Year. The terms of the “grace period,” if adopted, will be described in Part 9, the Plan Information Summary.

Q-13. What if the Eligible Medical Expenses I incur during the Plan Year are less than the annual amount I have elected for Health Care Reimbursement?

You will not be entitled to receive any direct or indirect payment of any amount that represents the difference between the actual Eligible Medical Expenses you have incurred and the annual coverage level you have elected. Any amount allocated to a Health Care Account will be forfeited by the Participant and restored to the Employer if it has not been applied to provide reimbursement for expenses incurred during the Plan Year that are submitted for reimbursement within the Run-Out Period described in the Plan Information Summary. Amounts so forfeited shall be used to offset administrative expenses and future costs, and/or applied in a manner that is consistent with applicable rules and regulations (per the Plan Administrator’s sole discretion).

If the Employer has adopted a grace period following the end of the Plan Year, amounts allocated to the Health FSA that are unused at the end of the Plan Year may also be used to reimburse expenses incurred during the grace period following the end of the Plan Year. Any amounts not used for expenses incurred during the Plan Year and during the grace period will be forfeited. The sole exception to this rule is the “Qualified Reservist Distribution,” described in Q-14.

Q-14 What is a “Qualified Reservist Distribution”?

If the Employer has adopted a Qualified Reservist Distribution, you may be able to receive a taxable distribution of amounts allocated to the Health FSA that are unused in the event you are called to active duty if you meet the following criteria:

- You are a member of a “reserve component” (as defined in section 101 of title 37 of the United States Code), which means a member of the Army National Guard; the Reserve for the U.S. Army, Navy, Marine Corps, Air Force, or Coast Guard; Air National Guard of the United States; or the Reserve Corps of the Public Health Service;

- You are called or ordered to active military duty for (i) 180 days or more or (ii) for an indefinite period;
- You provide a copy of your order or call to active duty; and
- You are a Participant in the Health FSA on the date you are called or ordered to duty.

If Employer has adopted the Qualified Reservist Distribution and you believe you are eligible for a Qualified Reservist Distribution, you must contact **the Administrator** to request a distribution request form as soon as possible. A request for a Qualified Reservist Distribution must be made in writing on the form provided by the **Administrator**. You must submit a copy of your order or call to active duty along with your request. Requests for a Qualified Reservist Distribution must be made on or after the date of the order or call to duty but before the last day of the Plan Year (or grace period, if applicable) during which the order or call to duty occurred. You will receive your Qualified Reservist Distribution within a reasonable period of time, but no later than sixty (60) days after your request has been received.

A Qualified Reservist Distribution will be made based on all salary reduction amounts credited to your Health FSA for the applicable Plan Year that have not been applied to provide Health Care Reimbursements submitted before the Qualified Reservist Distribution request is submitted. Notwithstanding anything to the contrary, if you elect to receive a Qualified Reservist Distribution, you may continue to submit reimbursement requests for eligible expenses incurred after the Qualified Reservist Distribution but before the end of the Plan Year, provided that the aggregate amount of claims reimbursed cannot exceed the difference between the Qualified Reservist Distribution and the annual election.

Claims incurred and submitted but not yet reimbursed at the time the Qualified Reservist Distribution Request is received will be treated like any other claim submitted for reimbursement under the Health FSA.

The Plan Administrator will determine what this amount is on a uniform basis, consistent with applicable law and IRS interpretations. Notwithstanding any other provision of this Plan, an individual who has selected a Qualified Reservist Distribution shall be considered to have made such election as an alternative to COBRA or USERRA coverage continuation for the Health FSA (except as may otherwise be required by applicable law).

Unlike your reimbursements from your Health FSA for Eligible Medical Expenses, the amount of your Qualified Reservist Distribution is taxed as income and will be reported as income on your W-2.

Qualified Reservist Distributions do not apply to amounts in your Dependent Care FSA.

Whether your Employer has adopted the Qualified Reservist Distribution is indicated in **Part 10** of the Plan Information Summary.

Q-15. What happens if a Claim for Benefits under the Health FSA is denied?

You will have the right to a full and fair review process. You should refer to the Claims Review Procedure Appendix, Appendix I, for a detailed summary of the Claims Procedures under this Plan.

Q-16. What happens to unclaimed Health Care Reimbursements?

Any Health Care Reimbursement benefit payments that are unclaimed (e.g., uncashed benefit checks) within 90 days after reimbursement is made shall be forfeited.

Q-17. What is COBRA continuation coverage?

Federal law requires most private and governmental employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health care coverage (called "continuation coverage") at group rates in certain instances where coverage under the plans would otherwise end. These rules apply to this Health FSA unless the Employer sponsoring the Health FSA is not subject to these rules (e.g., the employer is a "small employer" or the Health FSA is a church Plan). The Plan Administrator can tell you whether the Employer is subject to federal COBRA continuation rules (and thus subject to the following rules). These rules are intended to summarize the continuation rights set forth under federal law. If federal law changes, only the rights provided under applicable federal law will apply. To the extent that any greater rights are set forth herein, they shall not apply.

When Coverage May Be Continued

Only "Qualified Beneficiaries" are eligible to elect continuation coverage if they lose coverage as a result of a Qualifying Event. A "Qualified Beneficiary" is the Participant, covered Spouse, and/or covered dependent child at the time of the qualifying event.

A Qualified Beneficiary has the right to continue coverage if he or she loses coverage (or should have lost coverage) as a result of certain qualifying events. The table below describes the qualifying events that may entitle a Qualified Beneficiary to continuation coverage:

	Covered Employee	Covered Spouse	Covered Dependent
1. Covered Employee's Termination of employment or reduction in hours of employment	√	√	√
2. Divorce or Legal Separation		√	
3. Child ceasing to be an eligible dependent			√
4. Death of the covered employee		√	√

NOTE: Notwithstanding the preceding provisions, you generally do not have the right to elect COBRA continuation coverage if the cost of COBRA continuation coverage for the remainder of the Plan Year equals or exceeds the amount of reimbursement you have available for the remainder of the Plan Year. You will be notified of your particular right to elect COBRA continuation coverage.

Type of Continuation Coverage

If you choose continuation coverage, you may continue the level of coverage you had in effect immediately preceding the qualifying event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. After electing COBRA coverage, you will be eligible to make a change in your benefit election with respect to the Health FSA upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year.

If you do not choose continuation coverage, your coverage under the Health FSA will end with the date you would otherwise lose coverage.

Notice Requirements

You or your covered Dependents (including your Spouse) must notify the COBRA Administrator (if a COBRA Administrator is not identified in the Plan Information Summary, then contact the Plan Administrator) in writing of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days of the later of (i) the date of the event (ii) the date on which coverage is lost because of the event. Your written notice must identify the qualifying event, the date of the qualifying event and the qualified beneficiaries impacted by the qualifying event. When the COBRA Administrator is notified that one of these events has occurred, the Plan Administrator will in turn notify you that you have the right to choose continuation coverage by sending you the appropriate election forms. Notice to an employee's Spouse is treated as notice to any covered Dependents who reside with the Spouse. You may be required to provide additional information/documentation to support that a particular qualifying event has occurred (e.g. divorce decree).

An employee or covered Dependent is responsible for notifying the COBRA Administrator if he or she becomes covered under another group health plan.

Election Procedures and Deadlines

Each qualified beneficiary is entitled to make a separate election for continuation coverage under the Plan if they are not otherwise covered as a result of another Qualified Beneficiary's election. In order to elect continuation coverage, you must complete the Election Form(s) and return it to the COBRA Administrator identified in the Plan Information Summary within 60 days from the date you would lose coverage for one of the reasons described above, or the date you are sent notice of your right to elect continuation coverage, whichever is later. Failure to return the

election form within the 60-day period will be considered a waiver of your continuation coverage rights.

Cost

You will have to pay the entire cost of your continuation coverage. The cost of your continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage. The first contribution after electing continuation coverage will be due 45 days after you make your election. Subsequent contributions are due the 1st day of each month; however, you have a 30-day grace period following the due date in which to make your contribution. Failure to make contributions within this time period will result in automatic termination of your continuation coverage.

When Continuation Coverage Ends

The maximum period for which coverage may be continued is the end of the Plan Year in which the qualifying event occurs. However, in certain situations, the maximum duration of coverage may be 18 or 36 months from the qualifying event (depending on the type of qualifying event and the level of Non-Elective contributions provided by the Employer). You will be notified of the applicable maximum duration of continuation coverage when you have a qualifying event. Regardless of the maximum period, continuation coverage may end earlier for any of the following reasons:

- if the contribution for your continuation coverage is not paid on time or it is significantly insufficient (Note: if your payment is insufficient by the lesser of 10% of the required premium, or \$50, you will be given 30 days to cure the shortfall);
- if you become covered under another group health plan and are not actually subject to a pre-existing condition exclusion limitation;
- if you become entitled to Medicare; or
- if the employer no longer provides group health coverage to any of its employees.

Q-18. What happens if I receive erroneous or excess reimbursements?

If, as of the end of any Plan Year, it is determined that you have received payments under this Health FSA that exceed the amount of Eligible Medical Expenses that have been properly substantiated during the Plan Year as set forth in this SPD, or reimbursements have been made in error (e.g. reimbursements were made for expenses incurred for the care of an individual who was not a qualifying individual), the Plan Administrator may recoup the excess reimbursements in one or more of the following ways: (i) The Plan Administrator will notify you of any such excess amount, and you will be required to repay the excess amount to the Employer immediately after receipt of such notification; (ii) The Plan Administrator may offset the excess reimbursement against any other Eligible Medical Expenses submitted for reimbursement (regardless of the Plan Year in which submitted); or (iii) withhold such amounts from your pay (to the extent permitted under applicable law). If the Plan Administrator is unable to recoup the excess reimbursement by the means set forth in (i) – (iii), the Plan Administrator will notify the

Employer that the funds could not be recouped and the Employer will treat the excess reimbursement as it would any other bad business debt. This could result in adverse income tax consequences to you.

Q-19. Will my health information be kept confidential?

Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") group health plans such as the Health FSA and the third party service providers are required to take steps to ensure that certain "protected health information" is kept confidential. You may receive a separate notice that outlines the Employer's health privacy policies.

Q-20. How long will the Health FSA remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time and for any reason.

Q-21. How does this Health FSA interact with a Health Reimbursement Arrangement (HRA) Sponsored by the Employer? (Only if Applicable)

Typically, a Health FSA is the payer of last resort. This means the Health FSA cannot reimburse expenses that are reimbursable from any other source. However, if you are also participating in an HRA sponsored by the Employer that covers expenses covered by this Health FSA, the employer may require the Health FSA pay first, rather than the HRA. If the Health FSA pays first, you must exhaust your Health Care Account before using funds allocated to your HRA. Your HRA enrollment material will let you know whether the HRA or the Health FSA pays first.

MISCELLANEOUS RIGHTS UNDER THE HEALTH FSA

ERISA Rights (not applicable to non-ERISA Plans)

The Health FSA Plan may be an ERISA welfare benefit plan if your employer is a private employer. If this is an ERISA Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act ("ERISA"). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites and union halls, all documents governing the plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of all documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

You may continue health care coverage for yourself, Spouse, or Dependent children if there is a loss of coverage under the Plan as a result of a qualifying event. You or your eligible Dependents will have to pay for such coverage. You should review **Q-17** of this Health FSA Summary for more information concerning your COBRA continuation coverage rights.

(To the extent the Health FSA is subject to HIPAA's portability rules) You may be eligible for a reduction or elimination of exclusionary periods of coverage for preexisting condition under your group health plan, if you move to another plan and you have creditable coverage from this Plan. If you are eligible for this reduction or elimination, you will be provided a certificate of creditable coverage, free of charge, from the Plan when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage in another plan.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of the plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit from the plan, or from exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan reviewed and have the claim reconsidered. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the plan administrator, you should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PART 6. DEPENDENT CARE FSA COMPONENT SUMMARY

Q-1. Who can participate in the Plan?

Each employee who satisfies the Eligibility Requirements is eligible to participate in the Dependent Care FSA on the Plan Entry Date. The Eligibility Requirements and the Plan Entry Date are described in Part 9, the Plan Information Summary.

Q-2. How do I become a Participant?

If you have otherwise satisfied the Eligibility Requirements, you become a participant in the Dependent Care FSA by electing Dependent Care Reimbursement benefits during the Initial or Annual Election Periods described in **Q-6.** of Part 2, the Cafeteria Plan Summary. If you have made an election to participate and you want to participate during the next Plan Year, you must make an election during the Annual Election Period, even if you do not change your current election. Evergreen elections do not apply to Dependent Care FSA elections.

You may also become a participant if you experience a change in status event or cost or coverage change that permits you to enroll mid-year (see **Q-8.** of Part 2, the Cafeteria Plan Summary, for more details regarding mid-year election changes and the effective date of those changes).

Q-3. What is my "Dependent Care Account"?

If you elect to participate in the Dependent Care FSA, the Employer will establish a "Dependent Care Account" to keep a record of the reimbursements you are entitled to, as well as the contributions you elected to withhold for such benefits during the Plan Year. No actual account is established; it is merely a bookkeeping account. Benefits under the Dependent Care FSA are paid as needed from the Employer's general assets except as otherwise set forth in the Plan Information Summary.

Q-4. When does my coverage under the Dependent Care FSA end?

Your coverage under the Dependent Care FSA ends on the earlier of the following to occur:

- (i) The date that you elect not to participate in accordance with the Cafeteria Plan Summary;
- (ii) The last day of the Plan Year unless you make an election during the Annual Election Period;
- (iii) The date that you no longer satisfy the Dependent Care FSA Eligibility Requirements;
- (iv) The date that you terminate employment; or
- (v) The date that the Plan is terminated or you, or the class of eligible employees of which you are a member, are specifically excluded from the Plan.

If you terminate employment or you cease to be eligible during the Plan Year, you may submit for reimbursement Eligible Day Care Expenses incurred after the date of separation up to the amount of your Dependent Care Account to the extent set forth in the Plan Information Summary.

Q-5. Can I ever change my Dependent Care FSA election?

You can change your election under the Dependent Care FSA in the following situations:

- (i) *For any reason during the Annual Election Period.* You can change your election during the Annual Election Period for any reason. The election change will be effective the first day of the Plan Year following the end of the Annual Election Period.
- (ii) *Following a Change In Status Event or Cost or Coverage Change.* You may change your Dependent Care FSA election during the Plan Year only if you experience an applicable Change in Status Event or there is a significant cost or coverage change. See **Q-8.** of Part 2, the Cafeteria Plan Summary, for more information on election changes.

Q-6. What happens to my Dependent Care Account if I take an unpaid leave of absence?

Refer to Q-9, Part 2 of the Cafeteria Plan Summary to determine what, if any, specific changes you can make during a leave of absence.

Q-7. What is the maximum annual Dependent Care Reimbursement that I may elect under the Dependent Care FSA?

The annual amount cannot exceed the maximum Dependent Care Reimbursement amount specified in Section 129 of the Internal Revenue Code. The maximum annual amount is currently \$5,000 per Plan Year if you:

- are married and file a joint return;
- are married but your Spouse maintains a separate residence for the last 6 months of the calendar year, you file a separate tax return, and you furnish more than one-half the cost of maintaining those Dependents for whom you are eligible to receive tax-free reimbursements under the Dependent Care FSA; or
- are single.

If you are married and reside together, but file a separate federal income tax return, the maximum Dependent Care Reimbursement that you may elect is \$2,500. In addition, the amount of reimbursement that you receive on a tax free basis during the Plan Year cannot exceed the lesser of your earned income (as defined in Code Section 32) or your spouse's earned income.

Your Spouse will be deemed to have earned income of \$250 if you have one Qualifying Individual and \$500 if you have two or more Qualifying Individuals (described below), for each month in which your Spouse is

- (i) physically or mentally incapable of caring for himself or herself, or
- (ii) a full-time student (as defined by Code Section 21).

Q-8. How Do I Pay for Dependent Care Reimbursements?

When you complete the Salary Reduction Agreement, you specify the amount of Dependent Care Reimbursement you wish to pay for with Pre-tax Contributions and/or Benefit Credits, to the extent available. Your enrollment material will indicate if Contributions or Benefit Credits are available for Dependent Care FSA coverage. Thereafter, each paycheck will be reduced by an amount equal to a pro-rata share of the annual contribution, reduced by any Benefit Credits allocated to your Dependent Care Account.

If your claim for benefits is approved in accordance with the terms of this Plan, you may receive the reimbursement in one of several ways: (i) a check made payable to you (this check may be written off a Plan Service Provider account; however, all benefits are paid as needed from the Employer's general assets); (ii) electronic transfer to your personal checking or savings account (if offered and if specifically authorized by the participant); (iii) if an electronic payment card is used, payment may be made directly to the health care provider at the point of purchase (subject to the Plan's right of reimbursement).

Q-9. What is an "Eligible Day Care Expense" for which I can claim a reimbursement?

You may be reimbursed for work-related dependent care expenses ("Eligible Day Care Expenses"). Generally, an expense must meet all of the following conditions for it to be an Eligible Employment Related Expense:

1. The expense is incurred (expenses are considered incurred only if the service has already occurred) for services rendered after the date of your election to receive Dependent Care Reimbursement benefits and during the calendar year to which it applies.

2. Each individual for whom you incur the expense is a "Qualifying Individual". A Qualifying Individual is:

- (i) An individual age 12 or under who is a "qualifying child" of the Employee as defined in Code Section 152(a)(1). Generally speaking, a "qualifying

child” is a child (including a brother, sister, step sibling) of the Employee or a descendant of such child (e.g. a niece, nephew, grandchild) who shares the same principal place of abode with you for more than half the year and does not provide over half of his/her support; or

- (ii) a Spouse or other tax Dependent (as defined in Code Section 152) who is physically or mentally incapable of caring for himself or herself and who has the same principal place of abode as you for more than half of the year.

Note: there is a special rule for children of divorced parents. The child is a qualifying individual of the “custodial parent”, as defined in Code Section 152(e).

3. The expense is incurred for the custodial care of a Qualifying Individual (as described above), or for related household services, and is incurred to enable you (and your Spouse, if applicable) to be gainfully employed or look for work. Whether the expense enables you (and your Spouse if applicable) to work or look for work is determined on a daily basis. Normally, an allocation must be made for all days for which you (and your Spouse, if applicable) are not working or looking for work; however, an allocation is not required for temporary absences beginning and ending within the period of time for which the day care center requires you to pay for day care. Expenses for overnight stays or overnight camp are not eligible. Tuition expenses for kindergarten (or above) do not qualify as custodial care. However, summer day camps are considered to be for custodial care even if they provide primarily educational activities.

4. If the expense is incurred for services outside your household and such expenses are incurred for the care of a Qualifying Individual who is age 13 or older, such Dependent regularly spends at least 8 hours per day in your home.

5. If the expense is incurred for services provided by a dependent care center (i.e., a facility that provides care for more than 6 individuals not residing at the facility), the center complies with all applicable state and local laws and regulations.

6. The expense is not paid or payable to a “child” (as defined in Code Section 152(f)(1)) of yours who is under age 19 by the end of the year in which the expense is incurred or an individual for whom you or your Spouse is entitled to a personal tax exemption as a Dependent. Moreover, the day care cannot be provided by a parent of the Qualifying Individual.

7. You must supply the taxpayer identification number for each dependent care service provider to the IRS with your annual tax return by completing IRS Form 2441.

You are encouraged to consult your personal tax advisor or IRS Publication 17 "Your Federal Income Tax" for further guidance as to what is or is not an Eligible Employment Related Expense if you have any doubts. In order to exclude from income the amounts you receive as reimbursement for dependent care expenses, you are generally required to provide the name, address, and taxpayer identification number of the dependent care service provider on your federal income tax return.

Q-10. How do I receive reimbursement under the Dependent Care FSA?

Under this Dependent Care FSA, you have two reimbursement options. You can complete and submit a written claim for reimbursement (“traditional paper claim”) or, alternatively, if offered with your Plan, you can use an electronic payment card to pay the expense. The following is a summary of how both options work.

Traditional Paper Claims: If you have elected to participate in the Dependent Care FSA, you must take certain steps to be reimbursed for your Eligible Employment Related Expenses. When you incur an Eligible Employment Related Expense, you submit a written or electronic claim to the Plan's Administrator. You may obtain a Request for Reimbursement form from the Plan Administrator or Plan Service Provider. You must include this form with your request for Reimbursement. If there are enough credits to your Dependent Care Account, you will be reimbursed for your Eligible Employment Related Expenses on the next scheduled processing date.

If your claim was for an amount that was more than your current Dependent Care Account balance, the excess part of the claim will be carried over into following months, to be paid out as your balance becomes adequate. Remember, though, you cannot be reimbursed for any total expenses above your available, annual credits to your Dependent Care Account. You may not be reimbursed for any expenses that arise before your Salary Reduction Agreement becomes effective, or for any expense incurred after the close of the Plan Year.

To have your claims processed as soon as possible, please read the claims instructions you have been furnished. Please note that it is not necessary that you have actually paid an amount due for Eligible Employment Related Expenses -- only that you have incurred the expense, and that it is not being paid for or reimbursed from any other source.

Electronic Payment Card. Alternatively, you may be able to use, if enabled as a Plan option in Part 9, the *mySourceCard*® MasterCard® Debit Card (“*mySourceCard*®”) to pay the expense. In order to be eligible for the *mySourceCard*®, you must agree to abide by the terms and conditions of the *mySourceCard*® Program (the “Program”) as set forth in Part 8 and in the *mySourceCard*® Cardholder Agreement (the “Cardholder Agreement”) including any fees applicable to participate in the program, limitations as to card usage, the Plan’s right to withhold and offset for ineligible claims, etc.

Q-11. When must the expenses be incurred in order to receive reimbursement?

Eligible Day Care Expenses must be incurred *during* the Plan Year. You may not be reimbursed for any expenses arising before the Dependent Care FSA becomes effective, before your Salary Reduction Agreement or Election Form becomes effective, or for any expenses incurred after the close of the Plan Year and unless noted otherwise in the Plan Information Summary, after your participation in the Dependent Care FSA ends.

If the Employer has adopted a grace period, you may also be able to use amounts allocated to the Dependent Care FSA that are unused at the end of the Plan Year for

expenses incurred during the grace period following the end of the Plan Year. The terms of the “grace period”, if adopted, will be described in the Plan Information Summary.

Q-12. What if the Eligible Day Care Expenses I incur during the Plan Year are less than the annual amount of coverage I have elected for Dependent Care Reimbursement?

You will not be entitled to receive any direct or indirect payment of any amount that represents the difference between the actual Eligible Employment Related Expenses you have incurred, on the one hand, and the annual Dependent Care Reimbursement you have elected and paid for, on the other. Any amount credited to a Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide the elected reimbursement for any Plan Year by the end of the Run Out period following the end of the Plan Year for which the election was effective. Amounts so forfeited shall be used to offset reasonable administrative expenses and future costs or as otherwise permitted under applicable law.

If the Employer has adopted a grace period following the end of the Plan Year, amounts allocated to the Dependent Care FSA that are unused at the end of the Plan Year may also be used to reimburse expenses incurred during the grace period following the end of the Plan Year. Any amounts not used for expenses incurred during the Plan Year and the grace period will be forfeited.

Q-13. Will I be taxed on the Dependent Care Reimbursement benefits I receive?

You will not normally be taxed on your Dependent Care Reimbursement so long as your family’s aggregate Dependent Care Reimbursement (under this Dependent Care FSA and/or another employer’s dependent care FSA) does not exceed the maximum annual reimbursement limits described above. However, to qualify for tax-free treatment, you will be required to list the names and taxpayer identification numbers on your annual tax return of any persons who provided you with dependent care services during the calendar year for which you have claimed a tax-free reimbursement.

Q-14. If I participate in the Dependent Care FSA, will I still be able to claim the household and dependent care credit on my federal income tax return?

You may not claim any other tax benefit for the tax-free amounts received by you under this Dependent Care FSA, although the balance of your Eligible Employment Related Expenses may be eligible for the dependent care credit.

Q-15. What is the household and dependent care credit?

The household and dependent care credit is an allowance for a percentage of your annual, Eligible Employment Related Expenses as a credit against your federal income tax liability under the U.S. Tax Code. In determining what the tax credit would be, you may take into account only \$3,000 of such

expenses for one Qualifying Individual, or \$6,000 for two or more Qualifying Individuals. Depending on your adjusted gross income, the percentage could be as much as 35% of your Eligible Employment Related Expenses (to a maximum credit amount of \$1,050 for one Qualifying Individual or \$2,100 for two or more Qualifying Individuals,) to a minimum of 20% of such expenses. The maximum 35% rate must be reduced by 1% (but not below 20%) for each \$2,000 portion (or any fraction of \$2,000) of your adjusted gross income over \$15,000.

Illustration: Assume you have one Qualifying Individual for whom you have incurred Eligible Employment Related Expenses of \$3,600, and that your adjusted gross income is \$21,000. Since only one Qualifying Individual is involved, the credit will be calculated by applying the appropriate percentage to the first \$3,000 of the expenses. The percentage is, in turn, arrived at by subtracting one percentage point from 35% for each \$2,000 of your adjusted gross income over \$15,000. The calculation is: $35\% - [(\$21,000 - 15,000)/\$2,000 \times 1\%] = 32\%$. Thus, your tax credit would be $\$3,000 \times 32\% = \960 . If you had incurred the same expenses for two or more Qualifying Individuals, your credit would have been $\$3,600 \times 32\% = \$1,152$, because the entire expense would have been taken into account, not just the first \$3,000.

Q-16. What happens to unclaimed Dependent Care Reimbursements?

Any Dependent Care Reimbursements that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Eligible Employment Related Expense was incurred shall be forfeited.

Q-17. What happens if my claim for reimbursement under the Dependent Care FSA is denied?

You will have the right to a full and fair review process. You should refer to Appendix I for a detailed summary of the Claims Procedures under this Plan

Q-18. What happens if I receive erroneous or excess reimbursements?

If, as of the end of any Plan Year, it is determined that you have received payments under this Dependent Care FSA that exceed the amount of Eligible Employment Related Expenses that have been properly substantiated during the Plan Year as set forth in this SPD or reimbursements have been made in error (e.g. reimbursements were made for expenses incurred for the care of an individual who was not a qualifying individual), the Plan Administrator may recoup the excess reimbursements in one or more of the following ways: (i) The Plan Administrator will notify you of any such excess amount, and you will be required to repay the excess amount to the Employer within sixty (60) days of receipt of such notification; (ii) The Plan Administrator may offset the excess reimbursement against any other eligible Employment Related Expenses submitted for reimbursement (regardless of the Plan Year in which submitted); or (iii) withhold such amounts from your pay (to the extent permitted under applicable law). If the Plan Administrator is unable to recoup the excess reimbursements by the means set forth in (i) – (iii), the Plan Administrator will notify the Employer that the funds could not be recouped and the Employer will treat the excess reimbursement as it would any other bad business debt. This could result in adverse tax consequences to you.

Q-19. How long will the Dependent Care FSA remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason.

PART 7. HEALTH SAVINGS ACCOUNTS

Q-1. What is a Health Savings Account for which contributions can be made under this Plan?

A Health Savings Account (“HSA”) is a personal savings account established with a Custodian or Trustee to be used primarily for reimbursement of “eligible medical expenses” you (the Account Beneficiary) and your eligible tax dependents (as defined in Code Section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) incur, as set forth in Code Section 223. The HSA is administered by the HSA Custodian or Trustee or its designee, and the terms of the HSA are set forth in the Custodial or Trust Agreement. The HSA is not an Employer sponsored employee benefit plan. The Employer’s role with respect to the HSA is limited to making an HSA available to you and to making contributions to the HSA on your behalf through this Plan (through non-elective Employer contributions and/or pre-tax salary reductions elected by the Account Beneficiary). The fact that contributions to the HSA are made through this Plan should not be construed as endorsement of the HSA by the Employer. The Employer has no authority or control over the funds deposited to the Account Beneficiary’s HSA. As such, the HSA identified in the Plan Information Appendix is not subject to the Employee Retirement Income Security Act of 1974 (ERISA).

Q-2. Who is eligible for an HSA?

Only individuals who satisfy the following conditions on the first day of a month are eligible for an HSA offered under this Plan for that month:

- a. You are covered under a qualifying High Deductible Health Plan (HDHP) maintained by your Employer;
- b. You have opened an HSA with the Custodian chosen by the Employer;
- c. You are not covered under any other non-high deductible health plan maintained by the Employer that is determined by the Employer to offer disqualifying health coverage [Note that you are not eligible for an HSA if you are covered under any non-qualifying coverage whether maintained by the Employer or not (including but not limited to coverage maintained by your spouse’s employer) and it is solely your responsibility to ensure that any other coverage you have that is not maintained by the Employer qualifies under Code Section 223] and
- d. You cannot be claimed as a tax dependent by anyone else;
- e. You are not enrolled in Medicare coverage; and
- f. You are otherwise eligible for this Plan.

Q-3. Who is an Account Beneficiary?

An Account Beneficiary is an eligible Participant who has properly enrolled in an HSA in accordance with the terms of the applicable Custodial Agreement.

Q-4. Who is a Custodian or Trustee?

The Custodian or Trustee is the entity with whom the Account Beneficiary's HSA is established (for purposes of this Plan, use of the term "Custodian" includes reference to both Custodian and Trustee). The HSA is not sponsored by or maintained by the Employer. The Custodian or its designee will provide each Account Beneficiary with a Custodial Agreement and other information that describes how to enroll in the HSA and your rights and obligations under the HSA. The Employer may choose to restrict contributions made through this Plan to HSAs maintained by a particular Custodian; however, you will be permitted to rollover funds from the HSA offered under this Plan to another HSA of your choosing (in accordance with the terms of the Custodial Agreement).

Q-5. What are the rules regarding contributions made to an HSA under the Plan?

Contributions made under this Plan may consist of both employee pre-tax contributions made pursuant to a Salary Redirection Agreement and/or non-elective Employer contributions (if any). You may elect to contribute any amount to the HSA that you wish; however, the maximum amount of all contributions that can be made to the HSA through this Plan (including both Employer non-elective contributions and pre-tax salary reductions) during the Plan Year cannot exceed the sum of monthly limits for each month during the Plan Year that you are an eligible individual (as described in Q-2 above). The monthly limit is 1/12 of

- the maximum amount set forth in Code Section 223(b)

If the Account Beneficiary will be age 55 or older before the end of the tax year, and the Account Beneficiary properly certifies his or her age to the Employer, the maximum contribution amount described above may be increased by the "additional annual contribution" amount (as set forth in Code Section 223(b)(3)), but only to the extent set forth in the separate written HSA material provided by the Employer and/or the Custodian.

To the extent set forth in the Plan's enrollment material or the HSA communication material, the Employer may automatically withhold pre-tax contributions from your compensation to contribute to an HSA unless you affirmatively indicate that you do not wish to contribute to the HSA with pre-tax contributions. Pre-tax contributions will equal the maximum annual contribution amount set forth above (reduced by any Employer non-elective contributions) divided by the number of pay periods remaining during the Plan Year. Non-elective Employer contributions may be made at any time during the Plan Year in a lump sum amount or through periodic contributions (as determined in the sole discretion of the Employer) and communicated in Plan or HSA enrollment materials.

Your HSA election under this Plan will not be effective until the later of the date that you make your election or the date that you establish your HSA. Employer may adjust contributions made under this Plan as necessary to ensure the maximum contribution amount is not exceeded.

Any pre-tax contributions that cannot be made to the HSA because you have been determined to be ineligible for such contribution will be returned to you as taxable compensation or as otherwise set forth in the Plan enrollment material. Any non-elective contributions that cannot be made to the HSA because the employee is not eligible for such contribution will be returned to the Employer except as otherwise set forth in the applicable communication material.

Q-6. What are the election change rules under this Plan for HSA elections?

You may change your HSA contribution election at any time during the Plan Year for any reason by submitting an election change form to the Plan Administrator (or its designee). Your election change will be prospectively effective as of the first day of the next pay period following the day that you properly submit your election change (or such later date as uniformly applied by the Plan Administrator to accommodate payroll changes). Your ability to make pre-tax contributions under this Plan to the HSA ends on the date that you cease to meet the eligibility requirements under this Plan.

Q-7. Where can I get more information on my HSA and its related tax consequences?

For details concerning your rights and responsibilities with respect to your HSA (including information concerning the terms of eligibility, qualifying High Deductible Health Plan, contributions to the HSA, and distributions from the HSA), please refer to your HSA Custodial Agreement and/or the HSA communication material provided by your Employer.

PART 8. mySourceCard®

The Electronic Payment Card allows you to pay for Eligible Expenses as defined by the Plan(s) in which you participate at the time that you incur the expense. Here is how the Electronic Payment Card works, if indicated as an option under the Plan in Part 9 below.

- (a) *You must make an election to use the card.* In order to be eligible for the Electronic Payment Card, you must agree to abide by the terms and conditions of the Program as set forth herein and in the Electronic Payment Cardholder Agreement (the “Cardholder Agreement”) including any fees applicable to participate in the Program, limitations as to card usage (it can not be used at all MasterCard® acceptance locations and has no cash assess), the Plan’s right to withhold and offset for ineligible claims, etc. You must agree to abide by the terms of the Program both during the Initial Election Period and during each Annual Election Period. A Cardholder Agreement will be provided to you when your card is provided to you. The card will be effective the first day of each Plan Year unless you do not affirmatively opt-out of the Program during the preceding Annual Election Period. The Cardholder Agreement is part of the terms and conditions of your Plan and this SPD.

- (b) *The card will be turned off when employment or coverage terminates.* The card will be turned off when you terminate employment or coverage under the Plan. You may not use the card during any applicable COBRA continuation coverage period.
- (c) *You must certify proper use of the card.* As specified in the Cardholder Agreement, you certify, during the applicable Election Period, that the card will only be used for Eligible Expenses (i.e. medical care expenses incurred by you, your spouse, and your tax dependents) and that you have not been reimbursed for the expense and that you will not seek reimbursement for the expense from any other source. Failure to abide by this certification will result in termination of card use privileges.
- (d) *Reimbursement under the card is limited to specific providers.* Use of the card for Health FSA expenses is limited to merchants who are health care providers (doctors, pharmacies, etc.) identified by the Plan Administrator or its designee as an eligible merchant. In addition, the Card will be administered in accordance with applicable IRS guidance. Use of the card for DCAP expenses is limited to merchants who are child care providers. Use of the card for other Plan expenses may be limited to merchants of qualified classifications. The card can not be used at all MasterCard® acceptance locations.
- (e) *You swipe the card at the provider like you do any other credit or debit card.* When you incur an Eligible Expense at a qualified merchant, you swipe the card much like you would a typical credit or debit card. The provider is paid for the expense up to the maximum reimbursement amount available under the Plan (or as otherwise limited by the Program) at the time that you swipe the card. Every time you swipe the card, you certify to the Plan that the expense for which payment under the Plan is being made is an Eligible Expense and that you have not been reimbursed from any other source nor will you seek reimbursement from another source. If you are using the card for DCAP expenses, you certify that you are using the card for services already incurred (and the payment is not made in advance of the date services will be provided).
- (f) *You must obtain and retain a receipt/third party statement each time you swipe the card.* You must obtain a third party statement from the provider (e.g., receipt, invoice, etc.) that includes the following information each time you swipe the card:
- The nature of the expense (e.g., what type of service or treatment was provided).
If the expense is for an over the counter item other than a drug or medicine (e.g., bandages), the written statement must indicate the name of the item. If the name of the item is abbreviated heavily, please include a copy of the box top or packaging so the receipt abbreviation can be tied to the actual

over-the-counter item purchased.. If the expense is for a DCAP payment, the written statement must indicate the tax ID number of the provider.

- The date the expense was incurred or the period during which the services were provided (for example, DCAP expenses should show the period during which the services were provided if payment is made for than one day).
- The amount of the expense.

You must retain this receipt for one year following the close of the Plan year in which the expense is incurred. Even though payment is made under the card arrangement, a written third party statement may be required to be submitted (except as otherwise provided in the Cardholder Agreement or as otherwise permitted under applicable law and associated guidance). You will receive written notice from the Plan Service Provider that a third party statement is needed in order to substantiate the expense. If requested by the Plan Service Provider, you must provide the third party statement within 21 days (or other period specified in the notice) of the request.

- (g) *There are situations where the third party statement will not be required to be provided to the Plan Service Provider.* There are many situations in which you will not be required to provide the written statement to the Plan Service Provider. Situations in which you may not be required to submit the third party statement are detailed in the Cardholder Agreement.

Note: You must obtain the third party receipt for ALL card transactions when you incur the expense and swipe the card, even if you think it will not be needed, so that you will have it in the event the Plan Service Provider or the IRS requests it.

- (h) *You must pay back any improperly paid claims.* If you are unable to provide adequate or timely substantiation as requested by the Plan Service Provider, you must repay the Plan for the unsubstantiated expense. The deadline for repaying the Plan is determined by the Plan Administrator. If you do not repay the Plan within the applicable time period, the card will be turned off and an amount equal to the unsubstantiated expense will be offset against future eligible claims under the Plan. If no claims are submitted prior to the date you terminate coverage in the Plan, or claims are submitted but they are not sufficient to cover the unsubstantiated expense amount, then the amount may be withheld from your pay (as specified in the Cardholder Agreement), or the remaining unpaid amount will be included in your gross income as taxable “wages”.

- (i) If the Plan Administrator decides to offer electronic payment cards as a payment option under the Dependent Care FSA, you may only use the Card to pay for Eligible Day Care Expenses incurred after you have properly substantiated an initial Day Care expense (the “Original Day Care Expense) for which you do not receive reimbursement under the Plan. Once you have “incurred” the Original Day Care Expense at a particular day care provider, you should submit the appropriate substantiation regarding this expense to the Third Party Administrator

on or after the period during which the day care provider provided services or treatments (the “Service Duration”). If the Original Day Care Expense is determined to be an Eligible Day Care Expense, the Third Party Administrator will allocate to your Card an amount equal to the lesser of the amount of the Original Day Care Expense or the Dependent Care Account balance. The Third Party Administrator will continue to allocate amounts equal to the lesser of the Original Day Care Expense or your Dependent Care Account balance each time you use the card at the same day care provider, for the same or lesser amount, and during the same Service Duration periods. Any increase in the amount, day care provider and/or service duration period will require you to begin the process over with a new Original Day Care Expense before you can use the Card again.

- (j) *You can use either the payment card or the traditional paper claims approach.* You have the choice as to how to submit most of your eligible claims. If you elect not to use the electronic payment card, you may also submit claims under the Traditional Paper Claims approach discussed above. Claims for which the Electronic Payment Card has been used cannot be submitted as Traditional Paper Claims.

IMPORTANT: Effective January 1, 2011, over the counter (OTC) drugs and medicines can only be reimbursed if a valid prescription relating to such OTC medicines and drugs has been obtained. In order to ensure compliance with this requirement, you have two options:

- i) For participants using health debit cards at a SIGIS participating pharmacist, you must present your prescription to the pharmacist at the time and point of sale. The pharmacist will process the transaction using your health debit card.
- ii) For participants filing paper claims and/or purchasing drugs at a non-SIGIS participating pharmacy, you must submit a pharmacy receipt with an RX number or a copy of the written prescription with your request for reimbursement.

If the above requirements are met, and the OTC medicine or drug is otherwise an eligible medical expense, the claim will be processed. Note: a prescription is not required for eligible OTC medical items other than medicines or drugs (e.g., bandages, contact lens solution, etc).

PART 9. PLAN INFORMATION SUMMARY

1. Employer Organization

Name of Organization:	City of Hoboken
Federal Employer ID Number:	22-6001993
Date Incorporated:	01/01/1855
Mailing Address:	94 Washington Street
City, State, Zip:	Hoboken, NJ 07030
Street Address:	94 Washington Street
City, State, Zip:	Hoboken, NJ 07030
Form of Organization:	Government

Organized in the state of: NJ

Employer Affiliates:

2. Plan Elections

Plan Number: 501
Plan Name: Section 125 Cafeteria Plan
Original Effective Date: 02/01/2012
Plan Year Runs*: 02/01 - 01/31
Plan Restated and Amended: / /

*This Plan is designed to run on a 12-month plan year period as stated above. A Short Plan Year may occur when the Plan is first established, when the plan year period changes, or at the termination of a Plan.

Plan Administrator: City of Hoboken
Plan Service Provider: O.C.A. Benefit Services
Street Address: 3705 Quakerbridge Road
Suite 216
City, State, Zip: Mercerville, NJ 08619
Contact:
Phone: (609) 514-0777

Benefits Coordinator
Name: Michael Korman
Title:
Phone: (201) 420-2376
Company Name: City of Hoboken
Street Address: 94 Washington Street
City, State, Zip: Hoboken, NJ 07030

Acceptance of Legal Process
Name: Michael Korman
Title:
Phone: (201) 420-2376
Company Name: City of Hoboken
Street Address: 94 Washington Street
City, State, Zip: Hoboken, NJ 07030

The appointed Plan Service Provider in conjunction with the Plan Administrator will perform the functions of accounting, record keeping, changes of participant family status, and any election or reporting requirements of the Internal Revenue Code.

3. Eligibility Requirements

- a) Except as provided in (b) below, the Classification of Eligible Employees consists of All employees.
- b) Employees excluded from this classification group are those individual employees who fall into one or more of the following categories below:

Employees who work less than 35.0hours per week.

Selection: 0 below applies to this plan.

- 0. Union Members are eligible.
- 1. Union Members are not eligible.

Service Period Requirement

For All plan years, eligibility is the following:

1st of month following 3 full calendar months of employment.

Elected Officials are eligible first full day in office.

4. Plan Entry Date

The Plan Entry Date is the date when an employee who has satisfied the Eligibility Requirements may commence participation in the Plan. The Plan Entry Date is the later of the date the Employee files a Salary Reduction Agreement during the applicable Enrollment Period or Date requirements are met..

5. Benefit Package Options

The following Benefit Package Options are offered under this Plan:

Core Health Benefits.

The terms, conditions, and limitations of the Core Health Benefits offered will be as set forth in and controlled by the Group/Individual Medical Insurance Policy or Policies.

Non-Core Supplemental Plans.

The terms, conditions, and limitations of the Non-Core Supplemental Health Benefits offered will be as set forth in and controlled by the Group/Individual Medical Insurance Policy or Policies.

Unreimbursed Medical Plans.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for Unreimbursed Medical Expenses incurred during that year by him to the extent described and defined in the Plan Document.

Dependent Care Plans.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for dependent care cost incurred during that year by him to the extent described in the Plan Document.

6. Flexible Spending Account Elections-Run-Out

Run-Out

A. The Active Employee Run-Out is the period of time that begins the day after the Plan Year ends during which the employee can submit claims for payment of Qualified Expenses incurred during the Plan Year. See Part 9, Sec. 9 for Run-Out information.

B. The Terminated Employee/Coverage Run-Out is the period of time after an employee terminates employment (or loses eligibility to participate in the Plan) during which the employee can submit claims for expenses incurred while the employee remained a participant. See Part 9, Sec. 9 for Run-Out information.

Amounts contributed for reimbursement benefits are segregated for record keeping and accounting purposes only, and this process does not constitute a separate fund or entity as the reimbursements are made from the general assets of the plan sponsor.

A. Health FSA

- (a) The maximum annual reimbursement amount an Employee may elect for any Plan Year is \$ 0.00..
- (b) The maximum annual reimbursement amount that a Participant may receive during the year is the annual reimbursement amount elected by the Employee on the Salary Reduction Agreement for Health FSA coverage, not to exceed the amount set forth in (a) above.
- (c) Minimum Contribution for this Benefit per Plan Year per Employee is \$20.00.
- (d) In order to receive reimbursement under the Health FSA, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except those claims submitted for reimbursement during the last month of the Plan Year or during the Run-Out, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as \$«10.00
- (e) COBRA Administrator: O.C.A. Benefit Services
Street Address: 3705 Quakerbridge Road
Suite 216

City, State, Zip: Mercerville, NJ 08619

- (f) **Limited-Scope Option:** Employees may elect during the initial enrollment period and/or the annual enrollment period the limited-scope option of reimbursement under the Health FSA, as set forth in the SPD, so that the employee and/or a spouse may participant in a Health Savings Account as defined in Code Section 223.

- (g) **Spousal Exclusion:** Employees may elect during the initial enrollment period and/or the annual enrollment period to exclude the spouse from coverage under the Health FSA, as set forth in the SPD, so that the spouse may participant in a Health Savings Account as defined in Code Section 223.

B. Dependent Care Assistance Plan

- (a) The maximum annual reimbursement amount a Participant may elect under the Dependent Care Assistance Plan for any Plan Year is the lesser of the maximum established by the Plan described in (b) below or the statutory maximum specified in Code Section 129 (as described in your summary plan description).
- (b) The maximum annual reimbursement amount established by the Dependent Care Assistance Plan is as follows: \$2500.00 for married filing jointly or single and \$1250.00 for married filing separately.
- (c) The maximum annual reimbursement that a Participant may receive during the year is the annual reimbursement amount elected by the Participant on the Salary Reduction Agreement, not to exceed the amount in (a) above.
- (d) Minimum Contribution for the Benefit per Plan Year per Employee is \$20.00
- (e) In order to receive reimbursement under the Dependent Care Assistance Plan, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year or during the Run-Out, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as \$10.00

7. mySourceCard®

As part of the Plan, a mySourceCard™ is offered to you as an alternative reimbursement method as described in Part 8.

8. Grace Period & Run-Out

As indicated in Part 9, Sec. 9 below, the Employer has the option to adopt a grace period on any or all of your benefits. Please view this section to determine which, if any, of your benefits include this grace period.

If a grace period has been adopted and an HSA is one of the Benefit Package options offered under this Plan, the Employer will convert its general-purpose health FSA to an HSA-compatible option during the Grace Period for all health FSA participants.

- A limited-scope health FSA (that reimburses expenses only for preventive care and permitted coverage, such as dental and vision care).
- A post-deductible health FSA (that reimburses medical expenses only if they are incurred after the minimum annual deductible for the HDHP is met).

If a grace period has been adopted, it will begin on the first day of the next Plan Year and (depending on the benefit) will end up to two (2) months and fifteen (15) days later. To view a list of benefits and associated grace information, please see Part 9, Sec. 9.

In order to take advantage of the grace period, you must be:

- A Participant in the applicable spending account(s) on the last day of the Plan Year to which the grace period relates, or
- (for Health FSA) A Qualified Beneficiary who is receiving COBRA coverage under the Health FSA on the last day of the Plan Year to which the grace period relates.

The following additional rules will apply to the grace period:

- Eligible expenses incurred during a grace period and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year. Because Run-Out claims may be submitted after Grace Period claims, claims may be reordered to maximize reimbursement; as a result, grace claims and/or payments may be reassigned to the current plan year.

For example, assume that \$200 remains in your Health FSA account at the end of the 2005 Plan Year, and further assume that you have elected to allocate \$2400 to the Health FSA for the 2006 Plan Year. If you submit, for reimbursement, an Eligible Medical Expense of \$500 that was incurred on January 15, 2006, \$200 of your claim will be paid out of the unused amounts remaining in your Health FSA from the 2005 Plan Year and the remaining \$300 will be paid out of amounts allocated to your Health FSA for 2006. Let us further assume that you then submit, for reimbursement, an Eligible Medical Expense of \$200 that was incurred on November 10, 2005. The amount that had been reimbursed using the \$200 from the 2005 Plan Year (grace money) would then be reordered to pay the November 10, 2005 claim, and the full

\$500 January 15, 2006 claim would then be reordered to be reimbursed from 2006 Plan Year money.

- Expenses incurred during a grace period must be submitted before the end of the Run-out Period described in this SPD. The run-out period applies to claims, incurred both during the previous plan year and the grace period, that are reimbursable from the previous plan year. Any unused amounts from the end of a Plan Year to which the grace period relates that are not used to reimburse eligible expenses incurred either during the Plan Year to which the grace period relates or during the grace period will be forfeited if not submitted for reimbursement before the end of the Run-out Period. To see a list of benefits and associated Run-Out information, see Part 9, Sec. 9.

You may not use Health FSA amounts to reimburse Eligible Day Care Expenses (and if the grace period is offered under the Dependent Care FSA, Dependent Care FSA amounts may not be used to reimburse Eligible Medical Expenses).

9. Benefit Grace and Run-Out Information

Benefit	Grace Adopted	Grace End Date	Grace Cap	Active Employee Run-Out Date	Terminated Employee / Coverage Run-Out Date / Days
FSA Dependent Care	No			90 days	05/01
FSA Medical	Yes	04/16	Avail. Bal.	90 days	05/01

10. Qualified Reservist Distribution

The Employer has/has not adopted the Qualified Reservist Distribution.]

11. Intent for Status as a “Simple Cafeteria Plan”

The Employer intends for this Plan to qualify as a “simple cafeteria plan” for purposes of Code Section 125(j) and the nondiscrimination rules if all of the following boxes are checked:

- The Employer’s size (including certain affiliated entities) meets the simple cafeteria plan requirements.
- All Employees with at least 1,000 hours of service during the preceding plan year (other than excludable employees) are eligible to participate in the Plan.
- Each eligible Employee is able to elect any qualified benefit (other than cash) available under the Plan (subject to any terms and conditions that apply to all Participants).

[] Each Employee who is not a Key Employee or Highly Compensated Employee receives a “true” employer contribution of at least: (1) two percent (2%) of the Employee’s compensation for the Plan Year, or (2) the lesser of six percent (6%) of the Employee’s compensation for the Plan Year or twice the Employee’s salary reductions.

12. Benefit Plan Option Documents

The actual terms and the conditions of the separate benefits offered under this Plan are contained in separate, written documents governing each respective benefit, and will govern in the event of a conflict between the individual plan document and the Employer's Cafeteria Plan adopted through this Agreement as to substantive content.

Signature: _____

Date: / /

Name:

Title:

Executed at: City of Hoboken
94 Washington Street
Hoboken, NJ 07030

APPENDIX I

CLAIMS REVIEW PROCEDURE APPENDIX

The Plan has established the following claims review procedures in the event you are denied a benefit under this Plan. The procedure set forth below does not apply to benefit claims filed under the Benefit Options other than the Health FSA and Dependant Care FSA.

Step 1: *Notice is received from Plan Service Provider.* If your claim is denied, you will receive written notice from the Plan Service Provider that your claim is denied as soon as reasonably possible but no later than 30 days after receipt of the claim. For reasons beyond the control of the Plan Service Provider, the Plan Service Provider may take up to an additional 15 days to review your claim. You will be provided written notice of the need for additional time prior to the end of the 30-day period. If the reason for the additional time is that you need to provide additional information, you will have 45 days from the notice of the extension to obtain that information. The time period during which the Plan Service Provider must make a decision will be suspended until the earlier of the date that you provide the information or the end of the 45-day period.

Step 2: *Review your notice carefully.* Once you have received your notice from the Plan Service Provider, review it carefully. The notice will contain:

- a. the reason(s) for the denial and the Plan provisions on which the denial is based;
- b. a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- c. a description of the Plan's appeal procedures and the time limits applicable to such procedures; and
- d. a right to request all documentation relevant to your claim.

Step 3: *If you disagree with the decision, file an Appeal.* If you do not agree with the decision of the Plan Service Provider and you wish to appeal, you must file your appeal no later than 180 days after receipt of the notice described in Step 1. You should submit all information identified in the notice of denial as necessary to perfect your claim and any additional information that you believe would support your claim.

Step 4: *Notice of Denial is received from Plan Service Provider.* If the claim is again denied, you will be notified in writing as soon as possible but no later than 30 days after receipt of the appeal by the Plan Service Provider.

Step 5: *Review your notice carefully.* You should take the same action that you took in Step 2 described above. The notice will contain the same type of information that is provided in the first notice of denial provided by the Plan Service Provider.

Step 6: *If you still disagree with the Plan Service Provider's decision, file a 2nd Level Appeal with the Plan Administrator.* If you still do not agree with the Plan Service Provider's decision and you wish to appeal, you must file a written appeal with the Plan Administrator within the

time period set forth in the first level appeal denial notice from the Plan Service Provider. You should gather any additional information that is identified in the notice as necessary to perfect your claim and any other information that you believe would support your claim.

If the Plan Administrator denies your 2nd Level Appeal, you will receive notice within 30 days after the Plan Administrator receives your claim. The notice will contain the same type of information that was referenced in Step 2 above.

Important Information

Other important information regarding your appeals:

- (Health FSA Only) Each level of appeal will be independent from the previous level (i.e., the same person(s) or subordinates of the same person(s) involved in a prior level of appeal will not be involved in the appeal);
- On each level of appeal, the claims reviewer will review relevant information that you submit even if it is new information; and
- You cannot file suit in federal court until you have exhausted these appeals procedures.



Enrollment/Change of Status/Termination Request Form Instructions

Before submitting forms to O.C.A., please note that the “Company Name” MUST be completed or we are unable to process application.

Electing HRA Coverage

1. Indicate *“Type of Activity”* including appropriate Dates
2. Complete *“Employee Information”* section – ALL fields are required
3. Under *“Reporting Elected/Terminated Coverage”* section, check off HRA including the *“Type of Coverage”*
4. Complete *“Covered Dependent Information”* for each family member that Employee covers under Medical Plan
5. Employee signs *“Employee Enrollment Authorization”* section for processing of application - REQUIRED
6. *“HR or Plan Administrator”* section REQUIRES authorized signature for processing of application
7. *“mySource Card Enrollment Agreement”* is optional and should only be completed if Employee elects Debit Card
8. *“Employee Direct Deposit Authorization”* is optional and should only be completed if Employee elects Direct Deposit

Electing any of the following: FSA – Medical/FSA-Dep. Care/Parking/Transit

1. Indicate *“Type of Activity”* including appropriate Dates
2. Complete *“Employee Information”* section – ALL fields are required
3. Under *“Reporting Elected/Terminated Coverage”* section, check off applicable coverage(s) elected by Employee. This MUST include the dollar amount the Employee is electing through their payroll contributions. The pay date in which the first payroll deduction begins MUST be completed.
 - a. **NOTE:** FSA elections are *“Annualized”* totals (meaning the total desired contribution for the plan year)
 - b. **NOTE:** Parking/Transit elections are *“Monthly”* totals (due to Federally mandated Monthly limits)
4. Employee signs *“Employee Enrollment Authorization”* section for processing of application – REQUIRED
5. *“HR or Plan Administrator”* section REQUIRES authorized signature for processing of application
6. *“mySource Card Enrollment Agreement”* is optional and should only be completed if Employee elects Debit Card
7. *“Employee Direct Deposit Authorization”* is optional and should only be completed if Employee elects Direct Deposit

If reporting Termination(s), Reporting Qualifying Events, LOA/FMLA or COBRA Elections

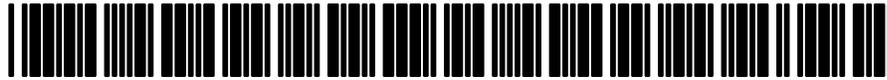
1. Under *“Type of Activity”* check appropriate event, enter Effective Date (Terminations: specify Voluntary or Involuntary)
2. Complete *“Employee Information”* section (**NOTE:** This ensures O.C.A. has the last known address per Employer records)
3. Under *“Reporting Elected/Terminated Coverage(s)”* be sure to check off the applicable coverage(s) that are being terminated and indicate the Pay Date in which the last deduction(s) will be taken. If your organization uses O.C.A. for COBRA administration, you will also need to check off the Company sponsored plans that are terminating and the respective *“Total Monthly Premium”* charged by the carrier for that coverage. This ensures appropriate Election materials are sent.
4. *“Covered Dependent Information”* needs to be completed when O.C.A. is your COBRA administrator ONLY
5. Under *“Qualifying Events”* it is important to list the *“Qualifying Event or Life Event”* that initiated the change. This would include reporting Employees that are going on LOA/FMLA.
6. *“HR or Plan Administrator”* section REQUIRES authorized signature for processing of application



3705 Quakerbridge Road, Suite 216, Mercerville, NJ 08690
 Office 609/514/0777 Fax 609/514-2778

COMPANY NAME: _____ *(Required for Processing)*

ENROLLMENT/CHANGE OF STATUS/TERMINATION REQUEST FORM



Type of Activity

- New Hire/Open Enrollment
 Rehire
 Change
 COBRA Election
 Address Change ONLY
 Waived Insurance
 COBRA Qualifying Event*
 LOA/FMLA*
 *(*Complete Qualifying Event Section)*
 (still employed)

____/____/____ Date of Hire/Rehire/Change/Qualifying Event/COBRA Election
 (COBRA – Date indicated should be the last day Employee actually worked)

____/____/____ Date Coverage(s) Begin, if different from Employment Start Date

Termination of Employment - Please indicate the following:
 Voluntary or
 Involuntary
 ____/____/____

Employee Information

First Name	Last Name	M.I.	Social Security #

Mailing Address	Apt/Suite #	City	State	Zip

Date of Birth	Gender	Daytime Phone #	Email Address
____/____/____	<input type="checkbox"/> Male <input type="checkbox"/> Female	(____)____-____	

Reporting Elected/Terminated Coverage(s)

HRA
 Type of Coverage:
 Employee Only
 Employee/Spouse
 Parent/Child
 Family

FSA – Medical (Annual Contribution \$_____)
 FSA - Dependent Care (Annual Contribution \$_____)

Parking (Monthly Contribution \$_____)
 Transit (Monthly Contribution \$_____)

____/____/____ Electing FSA/Parking/Transit Elections, please indicate the Pay Date in which deductions will begin.

____/____/____ Terminating FSA/Parking/Transit Elections, please indicate the Pay Date in which deductions will end.

Company Medical Plan
 Per Pay Contribution \$_____
 (When reporting COBRA – Total Monthly Premium charged by Carrier Required \$_____)

Company Dental Plan
 Per Pay Contribution \$_____
 (When reporting COBRA – Total Monthly Premium charged by Carrier Required \$_____)

Company Vision Plan
 Per Pay Contribution \$_____
 (When reporting COBRA – Total Monthly Premium charged by Carrier Required \$_____)

Covered Dependent Information

First Name		Last Name		M.I.	Social Security #	
Mailing Address			Apt/Suite #	City	State	Zip
Date of Birth	Gender	Relationship	Applicable Coverage(s)			
	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> HRA <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Other: _____			

First Name		Last Name		M.I.	Social Security #	
Mailing Address			Apt/Suite #	City	State	Zip
Date of Birth	Gender	Relationship	Applicable Coverage(s)			
	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> HRA <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Other: _____			

First Name		Last Name		M.I.	Social Security #	
Mailing Address			Apt/Suite #	City	State	Zip
Date of Birth	Gender	Relationship	Applicable Coverage(s)			
	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> HRA <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Other: _____			

First Name		Last Name		M.I.	Social Security #	
Mailing Address			Apt/Suite #	City	State	Zip
Date of Birth	Gender	Relationship	Applicable Coverage(s)			
	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Spouse <input type="checkbox"/> Child	<input type="checkbox"/> HRA <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Other: _____			

Qualifying Events

When indicating a change in coverage, please include the "Qualifying Event" or "Life Event" that initiated the change.

	Date of Qualifying Event	Reason for Change
Employee	____/____/____	_____
Spouse	____/____/____	_____
Dependent Child	____/____/____	_____

(Reasons for Change could be "Loss of Dependent Status", "Divorce", "LOA/FMLA" or others. For a helpful list, please visit www.changeofstatus.com)

Employee Enrollment Authorization – REQUIRED FOR PROCESSING APPLICATION

I hereby certify that the information provided throughout to be correct and true to the best of my ability. Thereby **(if applicable)** authorize and direct my employer to reduce my salary on a per pay basis in the amount necessary to pay for the coverage(s) I elected from my paycheck. Such reductions, considered as elective contributions under the plan, will start with my first paycheck after the latter of the Plan Year effective date or the date my election form is processed by the Plan Service Provider. I further authorize future adjustments in the amount of my salary reduction if the carrier changes the cost of coverage in any program selected during the plan year. I also understand that the purpose of this program is to allow employees to select their qualified benefits within the guidelines of the Internal Revenue Code. I understand that the selection of a benefit and the indication that a premium is to be paid does not necessarily include me in the insurance portions of this plan. In most instances an application for insurance must also be completed. By signing this form I am indicating which benefits I am electing. The selections will remain in effect until a subsequent election form is filed, in accordance with the plan.

I have read or been made aware that I may request from my Employer the Summary Plan Description (SPD) which contains the Plan information summary. This election form will remain in effect and cannot be revoked or changed during the plan year, unless the revocation and new election are on account of and consistent with a change in status or cost or coverage change as listed on the Status Change Matrix contained within the SPD.

Employee Signature

Date

HR or Plan Administrator Signature – REQUIRED FOR PROCESSING APPLICATION

Employer Signature

Date

COMPANY NAME: _____

mySourceCard™ Enrollment Agreement

As a participant in one or more of your Employer Plans you will receive a mySourceCard™ MasterCard® Debit Card issued by Benefit Bank, and agree to use it according to this Agreement and the Cardholder Agreement that will be provided to you with the Card.

You understand that the Card is restricted to certain merchant categories and is not accepted at all MasterCard® acceptance locations. You understand that you may not obtain a cash advance with the Card at any merchant, bank or ATM. You understand that the Card is to be used **exclusively** for Qualified Expenses as defined by the plan(s) in which you participate. If the Card is issued pursuant to Employer Plans and you use the Card for an expense that is not a Qualified Expense, you are indebted to your employer and must repay the full amount of the non-qualified expense.

You agree to save all invoices and receipts related to any expense paid with the Card; upon request you must submit these documents for review by the Plan Service Provider. Failure to submit the receipt(s) will cause the expense to be treated as a non-qualified expense and you will be required to remit payment to your employer. Payment may be in the form of an offsetting claim, a personal check, electronic draft from your personal checking or savings account, a post-tax deduction from your paycheck, or other options established by your employer.

**For proper Cardholder Identification, please complete the following information.
Your Card will not be issued until this form is received by your Plan Service Provider.**

Name on Card (Please Print): _____

21 characters maximum including spaces

Address: _____ City: _____ State: _____ Zip: _____

Social Security Number: _____ Date of Birth: _____ Home Phone: (____) _____

E-mail Address (**REQUIRED**): _____

Name on 2nd Card (Please Print): _____

21 characters maximum including spaces

Mother's Maiden Name (Security purposes only): _____

Employee Signature: _____ Date: _____

ALL FIELDS ARE REQUIRED FOR PROCESSING!

For Official Use Only

Plan Service Provider Initials:

Receive Date:

Process Date:

COMPANY NAME: _____

Employee Direct Deposit Authorization Form

Steps for Completing this Form:

1. Fill in ALL boxes below.
2. Attach voided check (**NOT Deposit Slip**) for a checking account or letter from bank for a saving account.
3. Sign and date form.
4. If the Employee is **NOT** the sole accountholder or has the authority of the accountholder to authorize O.C.A. Benefit Services to make direct deposits to the named account, then the accountholder would also need to sign below.

Last Name		First Name		MI
Social Security #		Home Phone		Work Phone
Direct Deposit Action: <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Effective Date ____/____/____	Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Account Ownership: <input type="checkbox"/> Self <input type="checkbox"/> Joint <input type="checkbox"/> Other	

----- ATTACH VOIDED CHECK HERE -----

DO NOT attach a Deposit Slip as they do not provide the necessary information.

Individuals requesting funds be deposited to a Savings Account must submit a letter w/this form on bank's letterhead stating the account and routing #.

Joan Doe Anywhere, USA
PAY TO THE ORDER OF _____ \$ _____ _____ DOLLARS
YOUR TOWN BANK YOUR TOWN, AR 123456
FOR _____
⑆ 25550005⑆ 1234556789022⑆
VOID

By signing this agreement, I authorize O.C.A. Benefit Services to initiate credit entries to the Account indicated above for the purpose of reimbursements and to initiate, if necessary, debit entries and adjustments for any credit entries made in error. (O.C.A. Benefit Services will NOT initiate debit entries or adjustments for credit without contacting the employee for approval first. The HR Department will be made aware of any approvals or declines of adjustments).

_____	_____
Employee Signature	Date
_____	_____
Signature of Second Account Holder	Date

City of Hoboken
Section 125 Cafeteria Plan
ADOPTION AGREEMENT
Effective Date: 02/01/2012

Item I: Adoption

The Employer hereby establishes a Qualified “Cafeteria Plan” as set forth pursuant to Section 125 of the Internal Revenue Code. The Benefit Package Options listed in Item V below have been incorporated into this Plan by reference. Nothing in this Adoption Agreement shall be intended to override the terms of the Plan Document to which this Adoption Agreement is attached.

Item II: Employer Organization

Name of Organization:	City of Hoboken
Federal Employer ID Number:	22-6001993
Date Incorporated:	01/01/1855
Mailing Address:	94 Washington Street
City, State, Zip:	Hoboken, NJ 07030
Street Address:	94 Washington Street
City, State, Zip:	07030
Form of Organization:	Government
Organized in the state of:	NJ

Employer Affiliates:

Item III: Plan Elections

Plan Information

Plan No.:	501
Plan Name:	Section 125 Cafeteria Plan
Original Effective Date:	02/01/2012
Plan Year Runs*:	02/01 - 01/31
Plan Restated and Amended:	/ /

*This Plan is designed to run on a 12-month plan year period as stated above. A Short Plan Year may occur when the Plan is first established, when the plan year period changes, or at the termination of a Plan.

Plan Administrator: City of Hoboken

Plan Service Provider: O.C.A. Benefit Services
 Street Address: 3705 Quakerbridge Road
 Suite 216
 City, State, Zip: Mercerville, NJ 08619
 Contact:
 Phone: (609) 514-0777

Item IV: Eligibility Requirements

- (a) Except as provided in (b) below, the Classification of eligible employees consists of All employees.
- (b) Employees excluded from this classification group are those individual employees who fall into one or more of the following categories below:
 - Employees who work less than 35.0 hours per week.
 - Selection: 0 below applies to this plan.
 - 0. Union Members are eligible.
 - 1. Union Members are not eligible.

Service Period Requirement

For All plan years, eligibility is the following:

1st of month following 3 full calendar months of employment.
 Elected Officials are eligible first full day in office.

Item V - Benefit Package Options

The following Benefit Package Options are offered under this Plan:

Core Health Benefits.

The terms, conditions, and limitations of the Core Health Benefits offered will be as set forth in and controlled by the Group/Individual Medical Insurance Policy or Policies.

Non-Core Supplemental Plans.

The terms, conditions, and limitations of the Non-Core Supplemental Health Benefits offered will be as set forth in and controlled by the Group/Individual Medical Insurance Policy or Policies.

Unreimbursed Medical Plans.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with

the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for Unreimbursed Medical Expenses incurred during that year by him to the extent described and defined in the Plan Document.

Dependent Care Plans.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for dependent care cost incurred during that year by him to the extent described in the Plan Document.

Item VI - Flexible Spending Account Elections

Run-Out

A. The Active Employee Run-Out is the period of time that begins the day after the Plan Year ends during which the employee can submit claims for payment of Qualified Expenses incurred during the Plan Year. See Item X for Run-Out information.

B. The Terminated Employee/Coverage Run-Out is the period of time after an employee terminates employment (or loses eligibility to participate in the Plan) during which the employee can submit claims for expenses incurred while the employee remained a participant. See Item X for Run-Out information.

Amounts contributed for reimbursement benefits are segregated for record keeping and accounting purposes only, and this process does not constitute a separate fund or entity as the reimbursements are made from the general assets of the plan sponsor.

Health FSA

- (a) The maximum annual reimbursement amount an Employee may elect for any Plan Year is \$2500.00.
- (b) The maximum annual reimbursement amount that a Participant may receive during the year is the annual reimbursement amount elected by the Employee on the Salary Reduction Agreement for Health FSA coverage, not to exceed the amount set forth in (a) above.
- (c) Minimum Contribution for this Benefit per Plan Year per Employee is \$20.00.
- (d) In order to receive reimbursement under the Health FSA, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year or during the Run-Out Period, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as \$10.00.

(e) COBRA Administrator: O.C.A. Benefit Services

Street Address: 3705 Quakerbridge Road

Suite 216

City, State, Zip: Mercerville, NJ 08619

- (f) Limited-Scope Option: Employees may elect during the initial enrollment and/or annual enrollment period the limited-scope option of reimbursement under the Health FSA, as set forth in the SPD, so that the employee and/or a spouse may participate in a Health Savings Account as defined in Code Section 223.
- (g) Spousal Exclusion: Employees may elect during the initial enrollment and/or annual enrollment period to exclude the spouse from coverage under the Health FSA, as set forth in the SPD, so that the spouse may participate in a Health Savings Account as defined in Code Section 223.

Dependent Care Assistance Plan

- (a) The maximum annual reimbursement amount a Participant may elect under the Dependent Care Assistance Plan for any Plan Year is the lesser of the maximum established by the Plan described in (b) below or the statutory maximum specified in Code Section 129 (as described in Appendix A of the Plan).
- (b) The maximum annual reimbursement amount established by the Dependent Care Assistance Plan is as follows: \$2500.00 for married filing jointly or single and \$1250.00 for married filing separately.
- (c) The maximum annual reimbursement that a Participant may receive during the year is the annual reimbursement amount elected by the Participant on the Salary Reduction Agreement, not to exceed the amount in (a) above.
- (d) Minimum Contribution for the Benefit per Plan Year per Employee is \$20.00.
- (e) In order to receive reimbursement under the Dependent Care Assistance Plan, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year or during the Run-Out Period, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as \$10.00

Item VII: *mySourceCard*[®]

As part of the Plan, a *mySourceCard*[™] is offered to you as an alternative reimbursement method as described in Part 8.

Item VIII: Plan Entry Date

The Plan Entry Date is the date when an employee who has satisfied the Eligibility Requirements may commence participation in the Plan. The Plan Entry Date is the later of the date the Employee files a Salary Reduction Agreement or Date requirements are met..

Item IX: Grace Period & Run-Out

As indicated in Item X below, the Employer has the option to adopt a grace period on any or all of your benefits. Please view this section to determine which, if any, of your benefits include this grace period.

If a grace period has been adopted and an HSA is one of the Benefit Package options offered under this Plan, the Employer will convert its general purpose health FSA to an HSA-compatible option during the Grace Period for all health FSA participants.

- A limited-scope health FSA (that reimburses expenses only for preventive care and permitted coverage, such as dental and vision care).
- A post-deductible health FSA (that reimburses medical expenses only if they are incurred after the minimum annual deductible for the HDHP is met).

If a grace period has been adopted, it will begin on the first day of the next Plan Year and (depending on the benefit) will end up to two (2) months and fifteen (15) days later. To view a list of benefits and associated grace information, please see Item X.

In order to take advantage of the grace period, you must be:

- A Participant in the applicable spending account(s) on the last day of the Plan Year to which the grace period relates, or
- (for Health FSA) A Qualified Beneficiary who is receiving COBRA coverage under the Health FSA on the last day of the Plan Year to which the grace period relates.

The following additional rules will apply to the grace period:

- Eligible expenses incurred during a grace period and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year. Because Run-Out claims may be submitted after Grace Period claims, claims may be reordered to maximize reimbursement; as a result, grace claims and/or payments may be reassigned to the current plan year.

For example, assume that \$200 remains in your Health FSA account at the end of the 2005 Plan Year, and further assume that you have elected to allocate \$2400 to the Health FSA for the 2006 Plan Year. If you submit for reimbursement an Eligible Medical Expense of \$500 that was incurred on January 15, 2006, \$200 of your claim will be paid out of the unused amounts remaining in your Health FSA from the 2005 Plan Year and the remaining \$300 will be paid out of amounts allocated to your Health FSA for 2006. Let us further assume that you then submit for reimbursement an Eligible Medical Expense of \$200 that was incurred on November 10, 2005. The amount that had been reimbursed using the \$200 from the 2005 Plan Year (grace money) would then be reordered to pay the November 10, 2005 claim, and the full

\$500 January 15, 2006 claim would then be reordered to be reimbursed from 2006 Plan Year money.

- Expenses incurred during a grace period must be submitted before the end of the Run-out Period described in this SPD. The run-out period applies to claims, incurred both during the previous plan year and the grace period, that are reimbursable from the previous plan year. Any unused amounts from the end of a Plan Year to which the grace period relates that are not used to reimburse eligible expenses incurred either during the Plan Year to which the grace period relates or during the grace period will be forfeited if not submitted for reimbursement before the end of the Run-out Period. To see a list of benefits and associated Run-Out information, see Item X.

You may not use Health FSA amounts to reimburse Eligible Day Care Expenses (and if the grace period is offered under the Dependent Care FSA, Dependent Care FSA amounts may not be used to reimburse Eligible Medical Expenses).

Item X: Benefit Grace and Run-Out Information

Benefit	Grace Adopted	Grace End Date	Grace Cap	Active Employee Run-Out Date	Terminated Employee / Coverage Run-Out Date / Days
FSA Dependent Care	No			90 days	05/01
FSA Medical	Yes	04/16	Avail. Bal.	90 days	05/01

Item XI: Qualified Reservist Distribution

The Employer has/has not adopted the Qualified Reservist Distribution.

Item XII: Intent for Status as a “Simple Cafeteria Plan”

The Employer intends for this Plan to qualify as a “simple cafeteria plan” for purposes of Code Section 125(j) and the nondiscrimination rules if all of the following boxes are checked:

- The Employer’s size (including certain affiliated entities) meets the simple cafeteria plan requirements.
- All Employees with at least 1,000 hours of service during the preceding plan year (other than excludable employees) are eligible to participate in the Plan.
- Each eligible Employee is able to elect any qualified benefit (other than cash) available under the Plan (subject to any terms and conditions that apply to all Participants).
- Each Employee who is not a Key Employee or Highly Compensated Employee receives a “true” employer contribution of at least: (1) two percent (2%) of the Employee’s compensation for the Plan Year, or (2) the lesser of six percent (6%) of the Employee’s compensation for the Plan Year or twice the Employee’s salary reductions.

Item XIII: Contacts and Responsibilities

Benefits Coordinator

Name: Michael Korman
 Title:
 Phone: (201) 420-2376
 Company Name: City of Hoboken
 Street Address: 94 Washington Street
 City, State, Zip: Hoboken, NJ 07030

Acceptance of Legal Process

Name: Michael Korman
 Title:
 Phone: (201) 420-2376
 Company Name: City of Hoboken
 Street Address: 94 Washington Street
 City, State, Zip: Hoboken, NJ 07030

Item XIV - Incorporation by Reference

The actual terms and conditions of the separate benefits offered under this Plan are contained in separate, written documents governing each respective benefit, and will govern in the event of a conflict between the individual plan document and the Employer's Cafeteria Plan adopted through this Agreement as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

Signature: _____ Date: / /

Name:

Title:

Executed at: City of Hoboken
94 Washington Street
Hoboken, NJ 07030

**CITY OF HOBOKEN
UNREIMBURSED MEDICAL REQUEST FORM**

Employee Name: _____ SS#: _____

Address: _____ City: _____ State: _____ Zip: _____

Home #:() _____ Work #:() _____ Email Address: _____

Check here if submitting a Change of Address

Complete the information below for medical expenses incurred by you, your spouse, or other eligible dependents for which you request reimbursement under CITY OF HOBOKEN Health Reimbursement Account. *Be sure to provide all information requested in each "Expense" column as outlined in the column labeled "Example."* If the form is incomplete, it will be returned to you. Print or type the information requested. Then date and sign the form. **Send this form along with the third-party documentation substantiating your claim(s) as identified in the Summary Plan Description/Plan Information Appendix to your service provider OCA BENEFIT SERVICES, 3705 Quakerbridge Road, Suite 216, Mercerville, NJ 08619, or by email at claims@oca125.com, or fax directly to 609-514-0111, 609-514-2778 (Alternate), 609-570-8980 (Alternate).**

Each Prescription MUST be written as a separate expense and accompanied by the "stub" from bag (not a register receipt).

	EXAMPLE	Expense #1	Expense #2	Expense #3	Expense #4	Expense #5
Date Medical Service Actually was Provided	10/07/2005					
Name of Person Receiving Medical Service	Fred Jones					
Relation to Employee (check one)	Self Spouse Dependent	Self Spouse Dependent	Self Spouse Dependent	Self Spouse Dependent	Self Spouse Dependent	Self Spouse Dependent
Type of Service	Deductible					
Total Expense	\$100.00					
Amount Reimbursed Previously for this expense from another source (if any)	\$0.00					
Reimbursement Requested	\$100.00	\$	\$	\$	\$	\$
Is this a Debit Card claim for which additional substantiation was required?	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No

Total Reimbursement Being Requested \$ _____

To the best of my knowledge and belief, my statement(s) in this reimbursement form is complete and true. I certify that I or my eligible family member(s) have received the service(s) described above on the date(s) indicated and that the expense(s) qualifies as an **eligible medical expense(s)** under the Plan. I also certify that I have not been reimbursed previously under CITY OF HOBOKEN Unreimbursed Medical Plan or any other health plan, nor will I seek reimbursement for this expense(s) elsewhere. I understand that this expense(s) for which I receive reimbursement under this Plan may not be used to claim any federal income tax deduction or credit.

Employee Signature

Date

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH
LITE DEPALMA GREENBERG FOR THE SERVICES OF VICTOR AFANADOR, ESQ. AS
SPECIAL LEGAL COUNSEL-RENT CONTROL LITIGATION TO THE CITY OF HOBOKEN FOR
A TERM TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN
INCREASED IN THE NOT TO EXCEED AMOUNT BY \$125,000 FOR A TOTAL NOT TO
EXCEED AMOUNT OF \$175,000.00**

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

WHEREAS, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel-Rent Control Litigation in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Lite DePalma Greenberg responded to; and,

WHEREAS, the evaluation committee scored Lite DePalma Greenberg's proposal the highest for said services, the Administration has presented Lite DePalma Greenberg as the City's Special Legal Counsel-Rent Control Litigation for CY 2012, and, as a result, the City Council heretofore seeks to authorize the award of a professional service contract; and,

WHEREAS, the City wishes to extend the firm's current appointment through the end of CY2012; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$125,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with Lite DePalma Greenberg to represent the City as Special Legal Counsel-Rent Control Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, with an increase in the not to exceed amount by One Hundred Twenty Five Thousand Dollars (\$125,000.00) for a total not to exceed amount of One Hundred Seventy Five Thousand (\$175,000.00) Dollars; and

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

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

BE IT FURTHER RESOLVED, that Lite DePalma Greenberg LLC was appointed earlier in 2012 to provide investigative services to the City with regards to an Affirmative Action issue, and the herein contract and not to exceed amount shall include the within described investigative services; and,

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH CLIFFORD GIBBONS, ESQ. AS SPECIAL LEGAL COUNSEL-NEUMANN LEATHER LITIGATION, CAPTION R. NEUMANN LEATHER CO. V. CITY OF HOBOKEN, DOCKET NUMBER HUD-L-6146-11, TO THE CITY OF HOBOKEN AND THE HOBOKEN PLANNING BOARD TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$10,000.00

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

WHEREAS, the City of Hoboken Planning Board published its annual Request for Proposals for the Professional Services of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Clifford Gibbons, Esq. responded to; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Clifford Gibbons, Esq. to represent the City and Planning Board as Special Legal Counsel-Neumann Leather Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of Ten Thousand (\$10,000.00) Dollars; and

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

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

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____

Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH
FLORIO & KENNY FOR THE SERVICES OF EDWARD FLORIO, ESQ. AS SPECIAL LEGAL
COUNSEL-RENT CONTROL BOARD ATTORNEY TO THE CITY OF HOBOKEN TO
COMMENCE JANUARY, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN
THE NOT TO EXCEED AMOUNT BY \$12,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT
OF \$15,000.00**

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

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

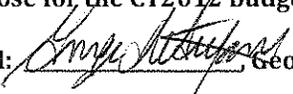
WHEREAS, the evaluation committee scored Florio & Kenny's proposal the highest for said services, the Administration has presented Florio & Kenny as the City's Special Legal Counsel-Rent Control Board Attorney for CY 2012, and, as a result, the City Council heretofore seeks to authorize the award of a professional service contract; and,

WHEREAS, the City wishes to extend the current contact through the end of the CY2012; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$12,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed:  George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with Florio & Kenny, for the services of Edward Florio, Esq., to represent the City as Special Legal Counsel-Rent Control Board Attorney be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, with an increase in the not to exceed amount by Twelve Thousand Dollars (\$12,000.00) for a total not to exceed amount of Fifteen Thousand (\$15,000.00) Dollars; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Florio & Kenny shall be paid \$300.00 per meeting for each Rent Control Board Meeting attended, and maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered outside of Board Meetings, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

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

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

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep

a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH FLORIO
PERUCCI STEINHARDT & FADER, LLC AS SPECIAL LEGAL COUNSEL-GENERAL
LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE
DECEMBER 31, 2012 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$20,000.00**

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

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

WHEREAS, the evaluation committee scored Florio Perucci Steinhardt & Fader LLC's proposal among the highest for said services, the Administration has presented Florio Perucci Steinhardt & Fader LLC as the City's Special Legal Counsel-General Litigation for CY 2012, and, as a result, the City Council heretofore seeks to authorize the award of a professional service contract; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Florio Perucci Steinhardt & Fader LLC to represent the City as Special Legal Counsel-General Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of Twenty Thousand (\$20,000.00) Dollars; and

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

BE IT FURTHER RESOLVED, that Florio Perucci Steinhardt & Fader LLC was appointed earlier in 2012 to provide investigative services to the City with regards to an Affirmative Action issue, and the herein contract and not to exceed amount shall include the within described investigative services; and,

BE IT FURTHER RESOLVED, litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH FLORIO
KENNY AS SPECIAL LEGAL COUNSEL-OUTSTANDING LITIGATION TO THE CITY OF
HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR A
TOTAL NOT TO EXCEED AMOUNT OF \$30,000.00**

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

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

WHEREAS, Florio Kenny is currently representing the City of Hoboken in outstanding litigation which carries over from last year as follows:

1. City of Hoboken v. Crepe Grill, Docket No. HUD-L-582-11

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$30,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Florio Kenny to represent the City as Special Legal Counsel-Outstanding Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of Thirty Thousand (\$30,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the contract shall cover only those matters expressly stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other contract which Florio Kenny has with the City during the contact duration described herein; and,

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

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

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

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

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn

Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH GREICO
OATES & DEFILIPPO, LLC AS SPECIAL LEGAL COUNSEL-GENERAL LITIGATION TO THE
CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012
FOR A TOTAL NOT TO EXCEED AMOUNT OF \$20,000.00**

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

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

WHEREAS, the evaluation committee scored Grieco Oates & DeFilippo, LLC's proposal among the highest for said services, the Administration has presented Grieco Oates & DeFilippo, LLC as the City's Special Legal Counsel-General Litigation for CY 2012, and, as a result, the City Council heretofore seeks to authorize the award of a professional service contract; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Grieco Oates & DeFilippo, LLC to represent the City as Special Legal Counsel-General Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of Twenty Thousand (\$20,000.00) Dollars; and

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

BE IT FURTHER RESOLVED, litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

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 \$20,000.00 AND TO AMEND THE HOURLY
RATES**

WHEREAS, the City previously appointed and contracted for the services of 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,

WHEREAS, the August 4, 2011 proposal of Paul S. Hollander, which originally constituted the Agreement between Okin, Hollander & DeLuca, LLP and the supplemental amended City contract dated March 21, 2012 shall be further amended by a City contract which amends and increases the not to exceed amount by an additional Twenty Thousand (\$20,000.00) Dollars; and,

WHEREAS, beginning April 1, 2012, Okin Hollander & DeLuca, LLP shall charge a maximum hourly rate of \$450 for all attorney work; and,

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

WHEREAS, there is a continuing, ongoing, and urgent need for said service, which therefore remains exempt from the fair and open process and the public bidding requirements pursuant to N.J.S.A. 40A:11-6; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriations Special Counsel in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED that the contract with Okin, Hollander & DeLuca, LLP for the services of Paul Hollander, Esq. to represent the City as Special Legal Counsel in the pending bankruptcy litigation relating to the Hoboken University Medical Center, originally for a not to exceed amount of \$17,500.00, and previously amended to increase the not to exceed amount by \$135,000.00 and an additional \$50,000.00 shall be heretofore amended to increase the not to exceed amount by an additional Twenty Thousand (\$20,000.00) Dollars; the previously added amendment to the terms of contract shall be reiterated in the amended contract as follows: said firm shall, on a going forward basis, be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes

additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that beginning April 1, 2012 and for all future billing thereafter, Okin Hollander & DeLuca, LLP shall be paid a maximum hourly rate of \$450.00/hour for all attorneys; and,

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____

Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH VINCENT LAPAGLIA, ESQ. AS SPECIAL LEGAL COUNSEL-TAX APPEALS TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$75,000.00

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

WHEREAS, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel-Tax Appeals in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Vincent Lapaglia, Esq. responded to; and,

WHEREAS, the evaluation committee scored all proposal for said services, the Administration has presented Vincent Lapaglia, Esq. as the City's Special Legal Counsel-Tax Appeal for CY 2012, and, as a result, the City Council heretofore seeks to authorize the award of a professional service contract; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$75,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Vincent Lapaglia, Esq. to represent the City as Special Legal Counsel-Tax Appeal be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of Seventy Five Thousand (\$75,000.00) Dollars; and

BE IT FURTHER RESOLVED, the contract shall include the following term: For both Hudson County Board of Tax Appeals and New Jersey Tax Court Appeals, Vincent Lapaglia, Esq. shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount, and the contract should also expressly state that Vincent Lapaglia, Esq. must provide monthly reports on all appeals represented during that month; and

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH MARAZITI FALCON & HEALY FOR THE SERVICES OF JOSEPH MARAZITI AS SPECIAL LEGAL COUNSEL-LITIGATION TO THE CITY OF HOBOKEN IN THE MATTER OF THE PROPOSED MONARCH DEVELOPMENT IN THE NORTHEAST PORTION OF THE CITY TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) FOR A TOTAL NOT TO EXCEED AMOUNT OF NINETY THOUSAND DOLLARS (\$90,000.00)

WHEREAS, the City previously appointed and contracted for the services of Joseph Maraziti of Maraziti Falcon & Healy to serve as Special Legal Counsel-Redevelopment and Special Counsel – Monarch Litigation for the City of Hoboken; 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, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel-Redevelopment in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Maraziti Falcon & Healy responded to; and,

WHEREAS, the City wishes to extend the contract for Special Counsel – Monarch Litigation through the end of the CY2012; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$40,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with **Maraziti Falcon & Healy** to represent the City as Special Legal Counsel-Monarch Litigation relating to the matter of the proposed Monarch development be awarded, for a one year term to commence January 1, 2012 and expire December 31, 2012, for an increase in not to exceed amount of Forty Thousand Dollars (\$40,000.00) for a total not to exceed amount of Ninety Thousand (\$90,000.00) Dollars; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Maraziti Falcon & Healy shall be paid maximum hourly rates of \$190.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff, these are the only hourly charges allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

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

BE IT FURTHER RESOLVED, Maraziti Falcon & Healy shall be required to expressly specify that portion of each of its invoices which relate to Monarch development, and separate those portions of the invoices from the firm’s representation with regards to its contract for Special Counsel – Redevelopment, and failure to comply with this term in any particular invoice shall render all billable hours under said invoice limited to the allowable rates for the within contract; and,

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MARAZITI
FALCON & HEALY AS SPECIAL LEGAL COUNSEL-NJ TRANSIT REDEVELOPMENT
NEGOTIATIONS AND LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY
1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR A TOTAL NOT TO EXCEED AMOUNT OF
\$50,000.00**

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

WHEREAS, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel-Redevelopment in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Maraziti Falcon & Healy responded to; and,

WHEREAS, the evaluation committee scored Maraziti Falcon & Healy’s proposal among the highest for said services, the Administration has presented Maraziti Falcon & Healy as the City’s Special Legal Counsel-NJ Transit Redevelopment Negotiations and Litigation for CY 2012, and, as a result, the City Council heretofore seeks to authorize the award of a professional service contract; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Maraziti Falcon & Healy to represent the City as Special Legal Counsel-NJ Transit Redevelopment Negotiations and Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of Fifty Thousand (\$50,000.00) Dollars; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Maraziti Falcon & Healy shall be paid maximum hourly rates of \$190.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

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

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

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

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

to complete and realize the intent and purpose of this resolution; and,

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH
MCMANIMON & SCOTLAND AS SPECIAL LEGAL COUNSEL-OUTSTANDING LITIGATION
TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER
31, 2012 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$30,000.00**

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

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

WHEREAS, McManimon & Scotland is currently representing the City of Hoboken in outstanding litigation which carries over from last year as follows:

1. 100 Paterson Realty LLC v. City of Hoboken, Docket No. HUD-L-2981-10

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$30,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with McManimon & Scotland to represent the City as Special Legal Counsel-Outstanding Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of Thirty Thousand (\$30,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the contract shall cover only those matters expressly stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other contract which McManimon & Scotland has with the City during the contact duration described herein; and,

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

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

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH PARKER MCCAY FOR THE SERVICES OF PHILLIP NORCROSS, ESQ. AS SPECIAL LEGAL COUNSEL-BOND COUNSEL TO THE CITY OF HOBOKEN FOR A TERM TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$20,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$35,000.00

WHEREAS, the City previously appointed and contracted for the services of Phillip Norcross, Esq. of Parker McCay to serve as Special Legal Counsel-Bond Counsel for the City of Hoboken; 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, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel-Bond Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Parker McCay responded to; and,

WHEREAS, the evaluation committee scored Parker McCay's proposal the highest for said services, the Administration has presented Parker McCay as the City's Special Legal Counsel-Bond Counsel for CY 2012, and, as a result, the City Council heretofore seeks to authorize the award of a professional service contract; and,

WHEREAS, the City seeks to extend the contract for the entire CY2012; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with Parker McCay to represent the City as Special Legal Counsel-Bond Counsel be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, with an additional not to exceed amount of Twenty Thousand Dollars (\$20,000.00) for a total a not to exceed amount of Thirty Five Thousand (\$35,000.00) Dollars; and

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

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

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

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep

a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH WEINER
LESNIAK AS SPECIAL LEGAL COUNSEL-OUTSTANDING AND GENERAL LITIGATION TO
THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31,
2012 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$185,000.00**

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

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

WHEREAS, Weiner Lesniak is currently representing the City of Hoboken in outstanding litigation which carries over from last year as follows:

1. 118 Clinton Street Associates LLC v. City of Hoboken, Docket No. HUD-L-4371-11
2. City of Hoboken v. Tartaglia, Docket No. HUD-L-6038-10
3. Campbell v. City of Hoboken, Docket No. CVS-13994-2010N
4. BZW Ltd.
5. Propark
6. United Textiles
7. Andruela / Belfiore
8. Arezzo
9. Police Dispatch Grievance
10. Brigden; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$185,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Weiner Lesniak to represent the City as Special Legal Counsel-Outstanding and General Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of One Hundred Eighty Five Thousand (\$185,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the contract shall cover those ten matters expressly stated above, as well as any future matters assigned to the firm, and any invoice on the matters listed above shall be provided to the City separate and apart from any other future matters which Weiner Lesniak represents the City in; and,

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

BE IT FURTHER RESOLVED, new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

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

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

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH EDWARD BUZAK, ESQ. AS SPECIAL LEGAL COUNSEL-OUTSTANDING LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$115,000.00

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

WHEREAS, the City of Hoboken published its annual Request for Proposals for the Professional Services of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Edward Buzak, Esq. did not respond to; and,

WHEREAS, Edward Buzak, Esq. , however, has special expertise and intricate knowledge of the below listed legal matters because he is currently representing the City of Hoboken in outstanding legal matters which carry over from last year as follows:

1. Maxwell Place Park / Deed issues
2. Maxwell Place Condo Association Negotiations
3. Hoboken Cove Condo Association Negotiations
4. Kane Properties v. City of Hoboken appeals

WHEREAS, Edward Buzak, Esq. , is thereby exempt from the fair and open process for those pieces of litigation it is currently representing the City in, due to its special knowledge and expertise, and it is hereby required to continue to abide by the “pay-to-play” requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$115,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Edward Buzak, Esq. to represent the City as Special Legal Counsel-Outstanding Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for a total not to exceed amount of One Hundred Fifteen Thousand (\$115,000.00) Dollars; and

BE IT FURTHER RESOLVED, that the contract shall cover only those matters expressly stated above, and any invoice on the matters listed above shall be provided to the City separate and apart from any other contract which Edward Buzak, Esq. has with the City during the contact duration described herein; and,

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

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

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that

compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Edward Buzak, Esq. ; and

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

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

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

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO AMCO ENTERPRISES, INC. FOR THE
FOR THE REHABILITATION OF THE HOBOKEN POLICE DEPARTMENT HVAC
SYSTEM IN ACCORDANCE WITH THE CITY'S BID NO. 12-04 IN THE TOTAL
AMOUNT OF \$489,000.00**

WHEREAS, proposals were received for services to rehabilitate the Hoboken Police Department HVAC system, as specified in Bid Number 12-04; and,

WHEREAS, five (5) bid proposals was received:

<u>VENDOR</u>	<u>TOTAL AMOUNT PROPOSED</u>
Reiner Group, Inc. Fair Lawn, New Jersey	\$448,777.00 (unresponsive)
AMCO Enterprises, Inc. Kenilworth, New Jersey	\$489,000.00
KAPPA Construction, Inc. Ocean, New Jersey	\$548,000.00
Framan Mechanical, Inc. Fords, New Jersey	\$574,000.00
Thassian Mechanical Contracting, Inc. Belford, New Jersey	\$627,000.00

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to contract for the services specified in Bid No. 12-04, and AMCO Enterprises, Inc. submitted the lowest, responsible, responsive bid in the amount of \$489,000.00; and,

WHEREAS, although Reiner Group, Inc. submitted the bid with the lowest proposed amount, the bid had a fatal incurable defect in that the mandatory guarantee pursuant to N.J.S.A. 40A:11-23.2 was defective, therefore rendering the bid unresponsive; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$489,000.00 is available in the following appropriations C-04-60-711-310 and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

Dated: _____

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

- A. This resolution awards a contract to AMCO Enterprises, Inc. for Bid No. 12-04, in the total amount of Four Hundred Eighty Nine Dollars (\$489,000.00), for the City's rehabilitation of the HVAC system at the Hoboken Police Department, to be provided by AMCO Enterprises, Inc. in accordance with the specifications as set forth in Bid No. 12-04.
- B. If the contract for sale, as provided by the City of Hoboken, is not executed by AMCO Enterprises, Inc. within 21 days of award, then this award shall lapse and the City of Hoboken shall have the right to rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and AMCO Enterprises, Inc.'s corresponding bid proposal documents. No exceptions were noted in the Purchasing Agent's recommendation; therefore, none will be accepted in performing obligations under the bid.
- D. 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 Foley for said purchase and sale.
- E. This resolution shall take effect immediately upon passage.

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: April 25, 2012

To: Corporation Counsel, City of Hoboken

From: Al B. Dineros

**Subject: Request for a Resolution to Award the Contract for Bid No. 12-04,
Hoboken Police Department HVAC Rehabilitation - Revised**

Reference: (a) Memorandum from Boswell McClave Engineering, same subject

Fair and open sealed bids were opened on February 12, 2012 at 11:00 AM. Five (5) bids were received out of nine (9) vendors receiving the bid package.

The bid submitted by the lowest bidder, Reiner Group, Inc. was declared unresponsive because the Law Department found a fatal defect on the bid bond language.

Bid package submitted by the second lowest bidder was inspected by myself and the Law Department. There was no discrepancies found on all required documents in accordance with the published instructions to bidder. I am satisfied that it met the intent of the specifications.

Request a resolution to award the contract to the lowest responsive and responsible bidder. The total amount of the contract is \$ 489, 000.00 – 2nd lowest bidder.

The vendor will be:

AMCO Enterprises, Inc.
600 Swenson Drive
Kenilworth, NJ 07033

Summary of Bid Results:

1. Riner Group, Inc \$ 448,777.00 (Unresponsive)
Fair Lawn, New Jersey

2. AMCO Enterprise, Inc. Kenilworth, New Jersey	\$ 489,000.00
3. KAPPA Construction, Inc Ocean, New Jersey	\$ 548,000.00
4. Framan Mechanical, Inc. Fords, New Jersey	\$ 574,000.00
5. Thassian Mechanical Contracting, Inc. Belford, New Jersey	\$ 627,000.00

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

**FIREFIGHTERS ASSISTANCE GRANT
CY 2012 AMENDED**

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$18,216.00 from the Federal Emergency Management Agency and wishes to amend it's CY 2012 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2012 in the sum of.....\$18,216.00 Which is now available as a revenue from:

Miscellaneous Revenues:

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

FEMA Revenues Off-set with
Appropriations:

Firefighter's Assistance Grant	\$16,394.00
City Match Increase	1,822.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of..... \$18,216.00 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:

FEMA Revenues Off-set with	
Firefighter's Assistance Grant	\$16,394.00
City Match Increase	1,822.00

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

MEETING DATE: May 2, 2012

Reviewed By:

Approved as to Form:

Jon Tooke
Interim Business Administrator

Mark Tabakin
Corporation Counsel

Amendment Package



Federal Emergency Management Agency
Washington, D.C. 20472

Mr. Richard Blohm
Hoboken Fire Department
201 Jefferson Street
Hoboken, New Jersey 07030-1901

Re: Grant No. EMW-2010-FO-04684

Match share of increase \$1,822

Dear Mr. Blohm:

This letter is in response to your amendment request regarding a cost change within your grant. Your request was reviewed by the Program and Grants Office and is hereby approved. The approved increase is \$18,216 to your total grant request. The total revised grant amount as a result of this amendment is \$150,246 with \$135,221 as the federal share and \$15,025 as the applicant share.

If you have any further questions and/or concerns please contact me at 202-786-9542.

Sincerely,

Jane Early
Grant Management Specialist

Cash Received 03/28/12

Prior Award	\$118,827.00
Increase	14,394.00
	<u>\$135,221.00</u>

2010 - FIRE FIGHTERS ASSISTANCE GRANT

*REV G-022010SAFO
Bud G-0241200AFO*

Amendment Package



Federal Emergency Management Agency
Washington, D.C. 20472

Mr. Richard Blohm
Hoboken Fire Department
201 Jefferson Street
Hoboken, New Jersey 07030-1901

Re: Grant No. EMW-2010-FO-04684

Dear Mr. Blohm:

This letter is in response to your amendment request regarding a cost change within your grant. Your request was reviewed by the Program and Grants Office and is hereby approved. The approved increase is \$18,216 to your total grant request. The total revised grant amount as a result of this amendment is \$150,246 with \$135,221 as the federal share and \$15,025 as the applicant share.

If you have any further questions and/or concerns please contact me at 202-786-9542.

Sincerely,

Jane Early
Grant Management Specialist

*3/28/12
Chris*

FYI re Grants

M.A.R.

Agreement Articles



Federal Emergency Management Agency
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

GRANTEE: Hoboken Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2010-FO-04684

AMENDMENT NUMBER: 1

TABLE OF CONTENTS

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Article II	Grantee Concurrence
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Article IX	FEMA Officials
Article X	Other Terms and Conditions
Article XI	General Provisions
Article XII	Audit Requirements
Article XIII	Additional Requirements

Article I - Project Description**Article II - Grantee Concurrence**

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. All documents submitted as part of the application are made a part of this agreement by reference. By receiving funds under this grant, grantees agree that they will use the funds provided through the Fiscal Year 2008 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2008 Assistance to Firefighters Grants Program and Application Guidance. The grantee agrees that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness. All documents submitted as part of the application are

made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from 12-FEB-11 to 11-FEB-12.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. The grantee is not authorized to incur new obligations after the expiration date unless the grantee has requested, and FEMA has approved, a new expiration date. The grantee has 90 days after period of performance to incur costs associated with closeout or to pay for obligations incurred during period of performance. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds to other agencies or departments without prior written approval from FEMA.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$150,246.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$150,246.00

Article V - Requests for Advances or Reimbursements

Grant payments under the Assistance to Firefighter Grant Program are made on an advance or reimbursement basis for immediate cash needs. In order to request funds, the grantee must logon to the Fire Grant System using their user id/password (used to submit the application), the grantee fills out the on-line Request for Advance or Reimbursement. If the grantee has not obtained a user account, an account may be obtained by calling the help desk at 1-866-274-0960.

Article VI - Budget Changes

With prior FEMA approval, grantees may make changes in funding levels between the object classes (as detailed in Article IV above), in order to accomplish the grant's scope of work. The grant's scope of work is outlined in the project narrative and in the request details of the grant application. The provisions of this article are not applicable to changes in the budgeted line-items listed in the request details section of the application as the line-items in the request details section (i.e., scope of work) cannot be changed.

Article VII - Financial Reporting

The Request for Advance or Reimbursement mentioned, above will also be used for interim financial reporting purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. The report is due within 90 days after the end of the performance period.

Article VIII - Performance Reports

The grantee must submit a semi-annual and a final performance report to FEMA. The final performance report should provide a short narrative on what the grantee accomplished with the grant funds and any benefits derived there from. If a grantee's performance period is extended beyond the initial 12-month period, a periodic performance report is due every six month increment until closeout.

Article IX - FEMA Officials

Program Officer: Tom Harrington is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Richard Goodman is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Article X - Other Terms and Conditions

A. Pre-award costs directly applicable to the awarded grant are allowable if approved in writing by the FEMA program official. In order to be reimbursed for items purchased prior to award, grantees must submit a payment request and provide rationale for incurring the costs prior to award. All pre-award expenses should have been disclosed during the award negotiation process. Failure to disclose pre-award expenses during the award negotiation process may affect the costs' eligibility.

B. Quotes obtained prior to submittal of the application - for the purposes of applying for this grant - are not considered to be sufficient to satisfy the requirements for competition as outlined in OMB Circular A-110 below. All bidding activities implemented for competition must be sought and obtained after award, i.e., during the period of performance. Grantees may be jeopardizing their awards if the requirements set forth are not adhered to.

Article XI - General Provisions

The following are hereby incorporated into this agreement by reference:

The program's annual Program Guidance.

44 CFR, Emergency Management and Assistance

- Part 7 Nondiscrimination in Federally-Assisted Programs
- Part 13. Uniform administrative requirements for grants and cooperative agreements to state and local governments
- Part 17 Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace (Grants)
- Part 18 New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State/Local Governments, Indian tribes

OMB Circular A-122 Cost Principles for Non-Profit Organizations

OMB Circular A-102 Uniform Administrative Requirements for Grants and Agreements With State and Local Governments Assistance to Firefighters Grant Application and Assurances contained therein.

OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations Assistance to Firefighters Grant Application and Assurances contained therein.

Article XII- Audit Requirements

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations. The main requirement of this OMB Circular is that grantees that expend \$500,000.00 or more in Federal funds (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years after the conclusion of the grant. You must also agree to make your grant files, books, and records available for an audit by FEMA, the U.S. Government Accountability Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

Article XIII- Additional Requirements (if applicable)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2010-FO-04684	2. AMENDMENT NO. 1	3. RECIPIENT NO. 22-6001993	4. TYPE OF ACTION AMENDMENT	5. CONTROL NO. W482946N
6. RECIPIENT NAME AND ADDRESS Hoboken Fire Department 201 Jefferson Street Hoboken New Jersey, 07030-1901	7. ISSUING FEMA OFFICE AND ADDRESS FEMA/Financial and Grants Management Division 500 C Street, S.W., Room 350 Washington DC, 20472 Specialist: Arlyce Powell 202-786-9523	8. PAYMENT OFFICE AND ADDRESS FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER richard blohm	PHONE NO. 2014202258	10. NAME OF FEMA PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 12-FEB-11	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From: 12-FEB-11 To: 11-FEB-12	

Budget Period
From: 31-OCT-11 To: 30-SEP-12

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2012-M1-3007RG-10000000- 4101-D	\$118,827.00	\$16,394.00	\$135,221.00	\$15,025.00
TOTALS			\$118,827.00	\$16,394.00	\$135,221.00	\$15,025.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
ANDREA DAY

DATE
24-FEB-12

Close Window

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

DRIVE SOBER or GET PULLED OVER GRANT CY 2012

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$5,000.00 from the State of New Jersey Highway Traffic Safety and wishes to amend it's CY 2012 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2012 in the sum of.....\$5,000.00 Which is now available as a revenue from:

Miscellaneous Revenues:

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

Highway Traffic Safety Revenues Off-set with
Appropriations:

Drive Sober or Get Pulled Over \$5,000.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of..... \$5,000.00 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:

FEMA Revenues Off-set with
Drive Sober or Get Pulled Over \$5,000.00

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

MEETING DATE: May 2, 2012

Reviewed By:

Approved as to Form:

John Tooke
Interim Business Administrator

Mark Tabakin
Corporation Counsel

Memorandum

New Jersey Division of Highway Traffic safety

1-800-422-3750
fax: (609) 633-9020

To: 2011 *Drive Sober or Get Pulled Over*
Year End Crackdown Grantees
Re: Grant Activity and Reporting on *SAGE*
From: Bob Gaydosh, North Region Supervisor
Date: 11/21/11

Your agency is approved by DHTS for the 2011 Drive Sober or Get Pulled Over Year End Crackdown Grant (\$5,000). The approved project period for your grant begins December 5, 2011 and ends January 2, 2012.

If you have not done so already, you must EXECUTE your grant to formally activate it:

*To execute your grant, please log in to your grant in SAGE and check the box to "agree" to the terms on the "Contract Agreement" page.

*NOTE: Only the SAGE "Agency Administrator" for the grant can log in and execute the grant.

*Be sure to then SAVE the page.

*Then go back to the main screen of the grant (the screen with all of the grant pages running down the right hand side) and change the Status Management Bar to "Grant Agreement Executed".

*FYI the "Contract Agreement" page is your grant approval, which you can print if needed. No other grant approval documentation will be sent.

Three additional documents are provided at this time:

1. Officer Daily Report Form

*Please print the Daily Report Form and make sufficient copies to use throughout the campaign.

*Make sure each Daily Report Form is properly filled in and signed by the officer(s) working the overtime detail and signed and approved by a different, supervising officer at the bottom of the form. Make sure that the name of your agency, and the DATE of the detail, is listed on the top line of the form.

* NOTE, these forms will have to be SCANNED and attached to your reimbursement requests, using the BROWSE button on the appropriate reimbursement form on *SAGE*.

2. Sample Press Release

* Please print the sample release, place it on your agency letterhead, insert the name of your town and local official (s) where indicated, and send to your local media prior to the start of the campaign.

3. Proclamation

* Please print the sample proclamation and submit it to your governing body for approval/support.

At the conclusion of the campaign all grant reporting (Enforcement Summary Report and Financial Reimbursement Claim) will be done through the SAGE system.

No mailed or emailed reports will be accepted.

To create and submit your HTS Mobilization Progress Report aka Enforcement Summary Report

*The SAGE "Agency Administrator" for the grant should log into the grant in SAGE and create a new HTS Mobilization Progress Report. Only the SAGE "Agency Administrator" for the grant can initiate the report. The place to do this is in the box "Related Items" at the lower left of the main page of the grant in SAGE.

*Next, click on the document "Enforcement Summary Reporting Form (Click It or Ticket)" on the upper right of the page.

*On the form itself you must enter a number in every field, including "0" if applicable. Do not leave any boxes blank. For this campaign you will of course enter "0" in each of the three Click It or Ticket related boxes.

*When finished, click on SAVE/NEXT to save the information and return to the main page of the grant.

*Back on the main page of the grant you must change the status bar (found to the left in the box "Status Management" and under "Next Possible Statuses") from "Progress Report in Process" to "Progress Report Review" by clicking on the drop down bar and then clicking "change status."

*This will submit your report to NJDHTS.

*NOTE: Only the SAGE "Agency Administrator" for the grant can fill out and submit this report.

*For this campaign your Progress Report/Enforcement Summary Report is due no later than January 13, 2012.

To create and submit your Reimbursement Request

*The SAGE "Agency Administrator" or "Agency Staff" for the grant should log into the grant in SAGE and create a new HTS Mobilization Reimbursement Request. The place to do this is in the box "Related Items" at the lower left of the main page of the grant in SAGE. NOTE: while the "Agency Administrator" and "Agency Staff" can both create a Reimbursement Request only the "Agency Staff" (CFO/Treasurer) will be able to actually submit the Reimbursement Request to DHTS.

*You will then see the following Reimbursement Request forms on the right side of the

page, each of which you will complete. Be sure to SAVE each page as you complete it.

Reimbursement Request or Indication of No Monies Spent

Click on the circle for "Reimbursement Request".

Daily Report. Here is where you will attach the scanned copies of your Officer Daily Reports, utilizing the BROWSE button at the bottom of the form. Please make sure there is a signed Daily Report attached for each officer listed as having worked an overtime shift on the Enforcement/Education Details page and that all of the dates match.

NOTE:***Only one document can be attached here so all of the Officer Daily Reports need to be scanned in total as one document.***

Enforcement/Education Details. This is the form where each officer who works an overtime shift will be listed. Every box must be filled out for each shift:

Name (of officer)

Title (of officer)

Date Worked (date of the OT shift, click on the date on the calendar that appears)

Time In/Out (example: 8pm-12am)

Total Hours (example: 4)

Hourly Rate (fill in the hourly rate the officer was paid, whole numbers, no decimals, **maximum amount to be entered is \$50**. If officer was paid more than \$50, enter \$50 as the additional amount is paid by the agency. If the amount is less than \$50 enter that amount as that is the rate that will be reimbursed at)

Salary Claimed (total amount to be reimbursed by DHTS for that shift. Total Hours x Hourly Rate, whole number, no decimals, and remember the maximum hourly rate is \$50).

Date Paid (the actual date the officer was paid for the shift through town payroll, click on the date on the calendar that appears)

Description of Work (DWI Enforcement)

NOTE:***To create a second page of these entries (which you most likely will need to do depending on the number of shifts worked) click on the "ADD" button at the top (or bottom) of the page next to "SAVE/NEXT".***

Payroll Certification in Lieu of Payroll Registers. Your agency CFO should certify on this page by checking the box.

Expenditure Summary. This page should automatically fill in your reimbursement request totals.

State of NJ Payment Voucher. The Payee Declaration box on this page must be checked. The other boxes are optional.

*When finished, click on SAVE/NEXT to save the information and return to the main page of the grant.

*Back on the main page of the grant the SAGE "Agency Staff" person must formally submit the completed reimbursement request to DHTS. This is done by clicking the bar

"Change Status" underneath "Reimbursement Request Review" (found to the left in the box "Status Management"). Be sure not to change the status bar, which would cancel the reimbursement request.

*This will submit your reimbursement request to NJDHHS.

*NOTE: Only the SAGE "Agency Staff" (CFO/Treasurer) for the grant can submit this report. The "Agency Administrator" will not be able to see the necessary status bar.

*For this campaign your Reimbursement Request is due no later than February 2, 2012.

Good luck with your project.

If you have any questions please call:

North Region
Bob Gaydosh
609-633-9022

South Region
Ed O'Connor
609-633-9048

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

STATE LOCAL COOPERATIVE HOUSING INSPECTION PROGRAM CY 2012

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$70,000.00 from the State of New Jersey Department of Community Affairs and wishes to amend it's CY 2012 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2012 in the sum of.....\$70,000.00 Which is now available as a revenue from:

Miscellaneous Revenues:

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

State and Federal Revenues Off-set with
Appropriations:

Department of Community Affairs
Housing Inspection Program

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....\$70,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS

State and Federal Programs Off-Set by
Revenues:

Department of Community Affairs
Housing Inspection Program
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.

Date of Meeting: May 2, 2012

Approved:

Approved as to Form:

John Tooke
Interim Business Administrator

Mark Tabakin
Corporation Counsel



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 810
TRENTON, NJ 08625-0810

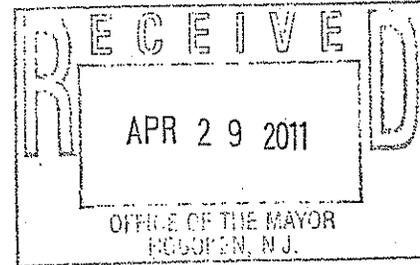
CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT GOVERNOR

LORI GRIFA
COMMISSIONER

May 1, 2011

The Honorable Dawn Zimmer
Mayor, City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030



Re: State Local Cooperative Housing Inspection Program

Dear Mayor Zimmer:

On behalf of Governor Chris Christie and the New Jersey Department of Community Affairs, it is my pleasure to welcome the City of Hoboken's participation in the State Local Cooperative Housing Inspection Program. Under this Program, your municipality has requested and received authorization to conduct the State mandated inspections of hotels and multiple dwellings within its jurisdiction on behalf of the Bureau of Housing Inspection during the period from July 1, 2011 to June 30, 2012. This Authorization is based upon the requirement that these inspections and their related activities be conducted in strict accordance with the Conditions of Authorization enclosed with this letter.

In order to pay your municipality for conducting these State inspections during Fiscal Year 2012, the Bureau has allocated the sum of \$70,000.00. This amount is based upon the number of hotels, motels and multiple dwellings in your municipality that will require inspection during Fiscal Year 2012. In addition to the current inspections, this number may also include inspections determined by the Bureau to be overdue.

To indicate your acceptance of this authorization, please sign both copies of this letter and return one copy to George Eaton, Supervisor of the State Local Cooperative Housing Inspection Program, Bureau of Housing Inspection, Post Office Box 810, Trenton, New Jersey 08625-0810. Please retain the other copy for your files.

I thank you for your interest in the Department's State Local Cooperative Housing Inspection Program and look forward to working with you during the upcoming months toward our common goal of ensuring safe and decent housing within your municipality.

Sincerely,

Edward M. Smith
Director
Division of Codes and Standards

Dawn Zimmer, Mayor
Hoboken
Enclosure



Sponsored By: _____

Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO. 11-84**

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

11-84

Resolution authorizing the City to
participate in the State Local
Cooperative Housing Inspection
Program

City Clerk
8/24/11

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

**COMPREHENSIVE PROGRAM FOR THE ELDERLY
Home Support & Adult Day Care CY 2012**

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$127,796.00 from the County of Hudson and Department of Health & Human Services and wishes it CY 2012 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2012 in the sum of.....\$127,796.00 Which is now available as a revenue from:

Miscellaneous Revenues:

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

Hudson County Revenues Off-set with
Appropriations:

Home Support & Adult Day Care \$127,796.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....\$127,796.00 be and the same is hereby appropriated under the caption of:

General Appropriations:

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

Hudson County Revenues Off-set with
Home Support & Adult Day Care \$127,796.00

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

MEETING DATE: May 2, 2012

Reviewed By:

Approved as to Form:

John Tooke
Interim Business Administrator

Mark Tabakin
Corporation Counsel

County of Hudson
Department of Health and Human Services
Area Agency on Aging

Thomas A. DeGise 595 County Ave, Bldg. 2, Secaucus, NJ 07094
County Executive
Telephone: (201) 369-4313
Fax: (201) 369-4315

Carol Ann Wilson
Director, DHHS

Sandra Vasquez
Executive Director, AAA

February 09, 2012

Thomas Foley, Executive Director
City of Hoboken
Senior Citizens Department
124 Grand Street
Hoboken, NJ 07030

Re: 2012 Area Agency on Aging
Notice of Initial Allocation

Dear Mr. Foley:

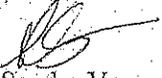
The following is the information which details your agency's initial allocation \$127,796 for the 2012 Program Year based upon the resolution approved by the Hudson County Board of Chosen Freeholders. Please be advised that the total award allocation is based upon the availability of funds.

Please note in preparing your budget to utilize the total allocation amounts (**not the initial amounts**) and be certain to include match requirements consistent with your agency's proposal. Please budget your program accordingly based upon the table represented below. This table represents your agency's budget for the calendar year (January 1, 2012 to December 31, 2012).

Project #	Funding Source	Service	Total Allocation	Initial Allocation
088	IIIB	Care Management	115,796	57,898
688	IIIE	Care Management	12,000	6,000
Total			127,796	63,898

If you have any questions, please do not hesitate to call Peter Roselli, Fiscal Analyst or myself at 201-369-4313

Very truly yours,


Sandra Vasquez, Executive Director

Cc: Cc: Carol Ann Wilson, Director, DHHS
Peter Roselli, Fiscal Analyst, Office on Aging

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 **\$11,951.07**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Mody, Harsh 735 Midwood Road Ridgewood, NJ 07450	43/33/C003L	204 Willow Ave	4/10	\$ 919.96
314 Monroe St Hoboken, LLC/c/o Covello 158 Childs Road Basking Ridge, NJ 07920	47/26	314 Monroe St	1/12	\$ 4,158.79
B A C Tax Svcs Corp MS: CA6-913-LB-01 P O Box 10211 Van Nuys, Ca. 91499-6089	52/8	313 Grand St	3/11	\$ 2,597.89
Giammarinaro, Matthew P & Carolyn N 2 Constitution Ct PH8 Hoboken, NJ 07030	262.03/1/CPH08	2 Constitution Ct	2/12	\$ 4,274.43

Meeting: May 2, 2012

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE THE ATTACHED SETTLEMENT AGREEMENTS IN THE MATTER OF DREXEL V. THE CITY OF HOBOKEN

WHEREAS, the City has negotiated a settlement agreement with Plaintiff Drexel in the above referenced matter, which is *attached hereto*; and,

WHEREAS, legal counsel for the municipality has represented that the attached settlement agreements provide the City of Hoboken with the best terms possible under the circumstances.

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

- A. This resolution approves the attached Settlement Agreement between Plaintiff Drexel and the City of Hoboken, as *attached hereto*;
- B. The Mayor or her agent is hereby authorized to enter into the attached Agreement, or a modified Agreement with substantially similar terms which does not have any substantive changes;
- C. This resolution shall take effect immediately upon passage.

Meeting date: May 2, 2012

APPROVED:

APPROVED AS TO FORM:

Business Administrator

Mark Tabakin
Corporation Counsel

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

Sponsored By: _____

Seconded By: _____

City of Hoboken Ordinance No _____

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 190 OF THE CODE OF THE CITY OF HOBOKEN ENTITLED (PARKING FOR HANDICAPPED)

Approval; (**General Handicapped Parking for the Multi Service Center**)

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HERE BY ORDAIN AS FOLLOWS:

General Handicapped Parking

Section 190-30 (B) is hereby amended to add the following restricted handicapped parking spaces:

Grand Street: west side of Grand Street, beginning at a point of 55 feet north of the southerly curbline of Second Street and extending 22 feet southerly therefrom.

Section 2: This ordinance shall be part of the Administrative Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinance and parts of ordinances inconsistent herewith are herby repealed.

Section 4: this ordinance shall take effect as provided by Law

City Clerk

Mayor

Meeting Date:

Approved as to Legal form
Corporation Counsel

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE
ESTABLISHING A SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF
TITLE FOR ALL POSITIONS IN THE CITY OF HOBOKEN

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS;

1. The Alphabetical List of Titles, City of Hoboken, set forth in City Code to which this Ordinance is an amendment and supplement shall be, and the same is hereby, amended and supplemented so that the titles, salaries and ranges contained herein shall be amended as follows on the attached list, which is incorporated by reference. The remainder of the Alphabetical List of Titles, City of Hoboken, set forth in the City Code shall remain unchanged as a result of this Ordinance.
2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the Code to which this Ordinance is an amendment, then in that event, the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey.
3. The provisions of this Ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken.
4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.
5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.
6. This ordinance shall take effect as provided by law.

Date of Introduction: May 2, 2012

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 _____, 2012

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2012

Dawn Zimmer, Mayor

Title	Minimum	Maximum
Assistant Business Administrator	\$75,000.00	\$125,000.00
Code Enforcement Officer Supervisor - HPU	\$30,000.00	\$50,000.00